**ANALISIS PENERAPAN GUGATAN SEDERHANA DALAM PENYELESAIAN PERKARA WANPRESTASI PERJANJIAN KREDIT DENGAN JAMINAN FIDUSIA ( STUDI PUTUSAN NOMOR 9/Pdt.G.S/2024/PN TPG)**

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## ABSTRAK

Penelitian ini dilatarbelakangi oleh penerapan mekanisme gugatan sederhana sebagai upaya mewujudkan asas peradilan yang sederhana, cepat, dan berbiaya ringan dalam penyelesaian sengketa perdata, khususnya sengketa wanprestasi perjanjian kredit dengan jaminan fidusia. Rumusan masalah dalam penelitian ini berfokus pada bagaimana penerapan gugatan sederhana dalam penyelesaian perkara wanprestasi perjanjian kredit dengan jaminan fidusia pada Putusan Nomor 9/Pdt.G.S/2024/PN TPG. Tujuan dari penelitian ini adalah untuk menganalisis secara mendalam dan komprehensif penerapan mekanisme gugatan sederhana serta pertimbangan hukum hakim dalam menyelesaikan perkara wanprestasi perjanjian kredit dengan jaminan fidusia pada putusan tersebut. Metode penelitian yang digunakan adalah penelitian hukum normatif dengan menggunakan pendekatan perundang-undangan (*statute approach*) dan pendekatan kasus (*case approach*), yang didukung oleh data hasil wawancara dengan hakim, serta dianalisis secara deskriptif kualitatif terhadap bahan hukum primer, sekunder, dan tersier. Hasil penelitian menunjukkan bahwa penerapan gugatan sederhana dalam Putusan Nomor 9/Pdt.G.S/2024/PN TPG telah sesuai secara mutlak dengan syarat limitatif PERMA Nomor 2 Tahun 2015 juncto PERMA Nomor 4 Tahun 2019, yaitu para pihak berdomisili di wilayah hukum yang sama, nilai tuntutan ganti kerugian materiil sebesar Rp137.310.300,00 berada di bawah batas maksimal Rp500.000.000,00, serta pembuktiannya sederhana melalui bukti otentik dan pengakuan murni tergugat. Kesimpulan penelitian menegaskan bahwa perkara wanprestasi perjanjian kredit berjaminan fidusia ini sangat tepat diselesaikan melalui gugatan sederhana, di mana hakim mengabulkan sebagian gugatan dengan menghukum tergugat membayar kerugian dan menyerahkan objek jaminan fidusia, namun menolak tuntutan uang paksa (*dwangsom*) karena hukuman pokok berisikan kewajiban pembayaran sejumlah uang

**Kata Kunci**: Gugatan Sederhana, Wanprestasi, Perjanjian Kredit, Jaminan Fidusia.

***ANALYSIS OF THE APPLICATION OF SIMPLE LAWSUITS IN THERESOLUTION OF CASES INVOLVING BREACH OF CREDIT AGREEMENTS SECURED BY A FIDUCIARY LIEN (A STUDY OF JUDGMENT NO. 9/Pdt.G.S/2024/PN TPG)***

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## *ABSTRACT*

*This study is motivated by the implementation of the simplified lawsuit mechanism as an effort to realize the principles of simple, expeditious, and low-cost justice in the resolution of civil disputes, particularly disputes involving breach of credit agreements secured by fiduciary liens. The research question in this study focuses on how the simplified lawsuit mechanism was applied in resolving a case of breach of a credit agreement secured by a fiduciary lien in Judgment No. 9/Pdt.G.S/2024/PN TPG. The objective of this study is to conduct an in-depth and comprehensive analysis of the application of the simplified lawsuit mechanism and the judge's legal considerations in resolving cases of breach of credit agreements secured by fiduciary liens in the aforementioned judgment. The research method employed is normative legal research using a statutory approach and a case-based approach, supported by data from interviews with the judge, and analyzed using qualitative descriptive methods on primary, secondary, and tertiary legal sources. The research findings indicate that the application of the simplified lawsuit in Judgment No. 9/Pdt.G.S/2024/PN TPG was in full compliance with the restrictive requirements of PERMA No. 2 of 2015 in conjunction with PERMA No. 4 of 2019, namely that the parties are domiciled within the same judicial district, the amount of the claim for material damages of Rp137,310,300.00 is below the maximum limit of Rp500,000,000.00, and the evidence is straightforward, consisting of authentic evidence and the defendant's uncontested admission. The conclusion of this study confirms that this case of breach of a fiduciary-secured credit agreement is most appropriately resolved through a simplified lawsuit, in which the judge granted part of the claim by ordering the defendant to pay damages and surrender the subject of the fiduciary security, but rejected the claim for a coercive fine (dwangsom) because the principal judgment already included an obligation to pay a certain amount of money.*

***Keywords**: Small claims case, Breach of Contract, Loan Agreement, Fiduciary Guarantee.*