

TINJAUAN PERLINDUNGAN HUKUM BAGI KREDITUR DALAM PERKARA WANPRESTASI PERJANJIAN UTANG PIUTANG SECARA LISAN

(Studi 3 Putusan Pengadilan Tingkat Pertama)

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INTISARI

Penelitian ini mengkaji mengenai perlindungan hukum bagi kreditur dalam kasus wanprestasi atas perjanjian utang piutang yang dilakukan secara lisan, dengan studi terhadap tiga putusan pengadilan, yakni Putusan Nomor 9/Pdt.G.S/2024/PN Bdw, Putusan Nomor 1/Pdt.G.S/2025/PN Bjm, dan Putusan Nomor 1/Pdt.G.S/2021/PN Ksp. Permasalahan utama dalam penelitian ini adalah bagaimana bentuk perlindungan hukum yang dapat diberikan kepada kreditur ketika debitur melakukan wanprestasi dalam perjanjian yang tidak dituangkan secara tertulis.

Metode penelitian yang digunakan adalah yuridis normatif dengan pendekatan kasus (case approach) dan pendekatan perundang-undangan (statute approach). Sumber data yang digunakan adalah data sekunder yang diperoleh melalui studi pustaka dan dokumentasi putusan pengadilan.

Hasil penelitian menunjukkan bahwa perjanjian lisan tetap diakui sah menurut hukum sepanjang memenuhi unsur Pasal 1320 KUH Perdata. Perlindungan hukum terhadap kreditur dalam perjanjian lisan lebih banyak ditempuh melalui jalur represif, yakni melalui gugatan perdata ke pengadilan.

Ketiga putusan menunjukkan bahwa hakim mengakui keberadaan hubungan hukum berdasarkan bukti saksi, pengakuan, serta transfer uang, dan menyatakan tergugat melakukan wanprestasi. Hakim menjatuhkan putusan berupa kewajiban pembayaran, bunga, hingga biaya perkara. Ini mencerminkan bahwa hukum tetap memberikan perlindungan bagi kreditur meskipun perjanjian dibuat secara lisan. Penelitian ini merekomendasikan pentingnya pencatatan tertulis terhadap perjanjian utang piutang demi menghindari sengketa serta mendorong pemahaman masyarakat mengenai kekuatan pembuktian dalam hukum perdata.

Kata Kunci: *Perlindungan hukum, Kreditur, Wanprestasi, Perjanjian lisan, Putusan pengadilan*

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LEGAL PROTECTION FOR CREDITORS IN BREACH OF CONTRACT CASES REGARDING ORAL LOAN AGREEMENTS

(A Study of Three First-Level Court Decisions)

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ABSTRACT

This study examines the legal protection afforded to creditors in cases of breach of contract involving oral loan agreements, based on an analysis of three court decisions: Decision No. 9/Pdt.G.S/2024/PN Bdw, Decision No. 1/Pdt.G.S/2025/PN Bjm, and Decision No. 1/Pdt.G.S/2021/PN Ksp. The main issue addressed in this research is the form of legal protection that can be provided to creditors when debtors fail to fulfill obligations in a loan agreement that was not documented in writing.

The research method employed is normative juridical with a case approach and statutory approach. The data used is secondary data obtained through literature study and documentation of court decisions.

The results of the study indicate that oral agreements are still legally valid as long as they fulfill the elements outlined in Article 1320 of the Indonesian Civil Code (KUHPerduta). Legal protection for creditors in oral agreements is generally sought through a repressive route, namely by filing a civil lawsuit in court.

The three court decisions reviewed in this study show that the judges acknowledged the existence of a legal relationship based on witness testimony, admissions, and proof of fund transfers. The courts declared the defendants in breach of contract and imposed obligations such as repayment, interest, and court fees. This demonstrates that the law still provides protection to creditors even in the absence of a written agreement. This study recommends the importance of documenting loan agreements in writing to prevent disputes and to enhance public understanding of the evidentiary strength in civil law.

Keywords: Legal protection, Creditor, Breach of contract, Oral agreement, Court decision

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