

TANGGUNG GUGAT ADVOKAT TERHADAP TUGAS PEMBERIAN JASA HUKUM DI LUAR PENGADILAN

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PROTECTION-LAW AND LEGISLATION

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ABSTRACT

As one of the institutions generally employing legal service from lawyer, Bank conducts authorization agreement whose main clause is to make sure the effort of collecting nonperforming loan. Due to the agreement, lawyer possesses an authority to collect debt from bank debtor as the third party. Then, the debtor settles the payment over half of its debt to the lawyer. Subsequently, the lawyer hands in the partial payment to the bank eventhough the bank refuses accepting the debt due to the reason that the bank waits the overall payment. Before the due date ends, the lawyer is responsible for keeping the money from the debtor. The problem arises when the payment record owned by the bank shows that the debtor has not fulfilled its responsibility to pay the debt. Therefore, the bank proposes an auction execution for the load and the sells it. As the result, the debtor loses some amount of money.

This thesis focuses on the examination of the authorization agreement from the bank to initiate complicated debt problem. It examines whether this execution violates the established law or not. Further, it also highlights accountability of the lawyer to the creditor (the third party beyond this authorization agreement) due to the loss as the result of this action.

This thesis employs three approaches. First, Statute Approach underlying the approach from regulation perspective, Conceptual Approach underlying lawyer's mind framework, and Case Approach which analyzes the case of authorization approach between PT. Bank Panin cabang Surabaya with the lawyer who represents PT. Bank Panin Cabang Surabaya in order to execute loan collection and litigation process for all debtors of PT. Bank Panin Cabang Surabaya

Key Word : Clause in the authorization agreement between bank and lawyer to execute nonperforming loan.