

ABSTRAK

Perjanjian kredit sebagai perjanjian pokok antara debitor dengan kreditor dapat melahirkan jaminan tambahan berupa jaminan kebendaan dan jaminan perorangan. Jaminan perorangan adalah persetujuan pihak ketiga untuk mengikatkan diri kepada debitor dan kreditor yang terlibat dalam perjanjian kredit demi kepentingan kreditor. Dalam hal debitor tidak memiliki harta kekayaan dan tidak mampu membayar utang kepada kreditor, maka penjamin berperan sebagai cadangan debitor dan wajib membayarkan utang kepada kreditor. Pembahasan yang menarik mengenai jaminan ini berkaitan dengan hukum kepailitan mengenai penegakan hak regres agar dapat diakui sebagai utang untuk dapat memperoleh hak regres dan upaya hukum yang dapat dilakukan ketika hak regres tidak diakui sebagai utang.

Kata kunci: Hak Regres, Jaminan Perorangan, Kepailitan.

ABSTRACT

As a principal agreement between a debtor and creditor, credit agreements can give rise to accessory agreement concerning guarantees, both in rem (collateral) and in personam (personal guarantee). A personal guarantee is an agreement by a third party to bind his or herself to the debtor and creditor involved in a credit agreement for the benefit of the creditor. In the event that the debtor has insufficient assets and is unable to pay his or her debts to the creditor, the guarantor acts as the debtor's reserves and is obliged to pay his or her debt to the creditor. An interesting point in relation to personal guarantees pertains to the concept of regress rights in the Indonesian bankruptcy law, namely the mechanisms for recognition of regress rights as debts in order to allow its enforcement, and the legal remedies available for when regress rights are not recognized as debts.

Keywords: Regress Rights, Personal Guarantee, Bankruptcy.