

Effectiveness of Law Enforcement Against Violations of Fiduciary Agreements in Indonesia

Herry Polontoh¹, Sri Iin Hartini²

¹Universitas Cendrawasih Jayapura, Jayapura, Indonesia

²Universitas Doktor Husni Ingratubun Papua, Jayapura, Indonesia

Received : May 27, 2024

Revised : May 30, 2024

Accepted : June 15, 2024

Published : June 28, 2024

Corresponding Author:

Author Name*: Herry Polontoh

Email*: 88mherry@gmail.com

Abstract: Law enforcement against violations of fiduciary agreements in Indonesia is an important concern because of the frequent violations that harm the parties involved. Fiduciary agreements that should provide legal certainty are often not implemented properly due to various obstacles in the law enforcement system. This research aims to analyze the effectiveness of law enforcement against breaches of fiduciary agreements in Indonesia, identify challenges faced, and propose strategic steps to improve the effectiveness of law enforcement. This research uses a qualitative method with a normative legal approach. The results show that law enforcement against breach of fiduciary agreement in Indonesia still faces various challenges, such as lack of legal awareness among the public, complicated administrative procedures, lack of coordination between institutions, and limited resources in law enforcement agencies. There are several strategic steps that can be taken to improve the effectiveness of law enforcement, including increased legal socialization and education, simplification of procedures, strengthening of inter-agency coordination, and capacity building of law enforcement agencies through training and technology. By implementing the proposed measures, it is expected that fiduciary law enforcement in Indonesia can become more effective, provide better legal protection, and increase public confidence in the legal system.

Keyword: Effectiveness Of Law Enforcement; Fiduciary Agreement; Indonesian Fiduciary Law

INTRODUCTION

The fiduciary agreement is an important legal instrument in financing practices in Indonesia. It provides creditors with security over movable objects, both tangible such as vehicles and equipment, and intangible such as intellectual property rights¹. In addition, fiduciary also covers certain immovable objects that cannot be encumbered by a mortgage, such as machinery installed in a factory but not part of the building. Thus, a fiduciary agreement offers flexibility in providing security for various types of assets

owned by the debtor². Fiduciary is a security right that transfers ownership of an object from the debtor to the creditor, but the ownership is temporary and will be returned to the debtor after the payment obligation is paid in full³. This allows the debtor to continue to use and operate the object in its business activities.

¹ Rasji, R. (2024). Analisis Perlindungan Hukum Pada Perusahaan Fintech P2P Lending Dengan Jaminan Fidusia (Studi Kasus PT Modal Rakyat Indonesia). UNES Law Review, 6(3), 9248-9259.

² Tjahjono, M., Sugiarto, F., & Susantijo, S. Kesesuaian Penggunaan Klausul Negative Pledge Of Assets dalam Perjanjian Kredit oleh Bank Umum dengan Prinsip Kehatihan: Tinjauan Perbandingan Hukum. Jurnal Hukum Magnum Opus, 5(1), 458684.

³ Hikmah, N. (2023). Perlindungan Hukum Bagi Kreditor Terhadap Pelaksanaan Perjanjian Kredit Dengan Jaminan Fidusia (Studi Pada KSPPS Nusa Ummat Sejahtera Kota Semarang) (Doctoral dissertation, Universitas Islam Sultan Agung Semarang).

In a fiduciary agreement, the process of transferring ownership rights is done legally with the necessary documents, including a fiduciary deed made before a notary public⁴. This deed is then registered at the Fiduciary Registration Office to obtain a fiduciary certificate that has legal force. Although the ownership of the object has passed to the creditor, the object remains in the debtor's possession and use. This gives the debtor the advantage of not having to lose access to the pledged object during the loan period.

One of the main issues in the fiduciary agreement is the breach by the debtor, which is often not in accordance with the agreed terms⁵. These violations create great risks for creditors who rely on fiduciary guarantees as protection against loans. Although the rule of law has clearly regulated the rights and obligations of both parties, the reality on the ground shows that breaches of fiduciary agreements are still rampant. These violations can take the form of selling or transferring the collateral without the creditor's consent. When the debtor sells or transfers the pledged object, the creditor loses its rights to the collateral, resulting in significant financial losses.

In addition to unauthorized sale or transfer, the use of collateral that is not in accordance with the agreement is also a frequent form of violation. Debtors may use the collateral for purposes different from those agreed upon in the fiduciary agreement⁶. Another form of violation is the embezzlement of collateral. In this case, the debtor intentionally hides or moves the collateral to

avoid responsibility. Embezzlement of collateral is a serious offense that can carry severe legal implications, including criminal charges⁷. This not only hurts creditors financially but also lowers the level of confidence in the financing system as a whole.

These acts of misconduct are detrimental to creditors who have placed their trust in the debtor with fiduciary security. Creditors lose the assets used as collateral, thus disrupting financial security and lowering the level of trust in the debtor. The inability to enforce rights against collateral that has been sold, transferred, or embezzled by the debtor puts creditors in a very vulnerable position.

In the long run, breaches of fiduciary agreements can have a negative impact on the entire financing system in Indonesia⁸. Creditors may become more reluctant to lend against fiduciary guarantees, given the risks associated with such breaches⁹. This can hinder debtors' access to financing needed to support business activities. Therefore, it is important to strengthen law enforcement against breaches of fiduciary agreements in order to provide adequate protection for creditors and support the stability of the financing system¹⁰. Mediation and negotiation are often more effective alternatives in resolving fiduciary disputes than taking legal action¹¹. However, not all parties are willing to reconcile, so enforcement through the courts is still required. Effective mediation and

⁴ Prihadi, H. (2024). Implementasi Jaminan Fidusia Atas Sertifikat Kepemilikan Bangunan Gedung-Sarusun Terhadap Benda Tidak Bergerak Menurut Undang-Undang Nomor 20 Tahun 2011 Tentang Rumah Susun. *Jurnal Mitra Pembangunan Hukum*, 1(1), 39-61.

⁵ Rusli, T., & Anggraini, P. (2024). Pertimbangan Hakim Dalam Menjatuhkan Putusan Terhadap Gugatan Wanprestasi Perjanjian Pembiayaan Multiguna. *Studi Putusan Nomor: 6/Pdt. Gs/2023/Pn. Liw. Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana*, 6(1), 134-149.

⁶ Sushanty, V. R. (2020). Tinjauan Yuridis Terhadap Debt Collector Dan Leasing Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019. *Gorontalo Law Review*, 3(1), 59-75.

⁷ Sitinjak, H. V. B. (2020). Tanggungjawab Pemberi Fidusia Atas Pengalihan Objek Jaminan Fidusia Ke Pihak Lain Tanpa Adanya Persetujuan Dari Penerima Fidusia Dalam Perspektif Hukum Pidana (Studi Kasus Putusan Pn Medan No. 1986/Pid. Sus/2017/Pn. Mdn).

⁸ Trizza, R. R. S. S. L., & Adhilia, F. *Penyelesaian Kredit Macet Dengan Jaminan Fidusia. Humaniora (JSH)*, 8(1), 120-134.

⁹ Gultom, H. T. (2021). Perlindungan Hukum Terhadap Kreditor Selaku Pemegang Jaminan Fidusia Dalam Perjanjian Pembiayaan Dikaitkan Dengan Putusan Mahkamah Konstitusi Nomor 18/Puu-Xvii/2019. *Jurnal Hukum To-Ra: Hukum Untuk Mengatur Dan Melindungi Masyarakat*, 7(3), 355-385.

¹⁰ Prasiwi, L. (2023). *Tinjauan Yuridis Perlindungan Hukum Terhadap Debitor Dan Kreditor Dalam Perjanjian Kredit Di Indonesia* (Doctoral Dissertation, Universitas Islam Sultan Agung Semarang).

¹¹ Rasji, R. (2024). Analisis Perlindungan Hukum Pada Perusahaan Fintech P2P Lending Dengan Jaminan Fidusia (Studi Kasus PT Modal Rakyat Indonesia). *UNES Law Review*, 6(3), 9248-9259.

negotiation efforts require both parties to have a good understanding of their rights and obligations under the fiduciary agreement.

Research related to the legal enforcement of fiduciary agreements in Indonesia is still relatively limited. Many studies focus more on other aspects of the law, such as credit agreements or other collateral, without giving special attention to fiduciary agreements. This creates a gap in research that needs to be filled in order to deeply understand the challenges and solutions in law enforcement of fiduciary agreements. This article seeks to fill that gap by providing a comprehensive analysis of the effectiveness of law enforcement against breaches of fiduciary agreements in Indonesia.

The novelty of this article lies in its comprehensive approach in examining the effectiveness of law enforcement against breach of fiduciary agreement. The article not only identifies the issues, but also provides an in-depth analysis of the factors affecting law enforcement and the solutions that can be taken to improve its effectiveness. This approach is expected to make a meaningful contribution to the fiduciary law literature in Indonesia. Hopefully, the results of this study can provide new insights and significant contributions in the development of policy and practice of law enforcement of fiduciary agreements in Indonesia. By increasing the effectiveness of law enforcement, justice and legal certainty in financing practices in Indonesia can be realized, providing benefits to all parties involved. This research also provides practical recommendations for policy makers, legal practitioners, and other relevant parties in improving the law enforcement of fiduciary agreements.

METHOD

This research uses a qualitative method with a normative legal approach. This research aims to analyze legal rules, legal principles, and doctrines relating to law enforcement against breaches of fiduciary agreements in Indonesia. The legal materials used consist of

primary, secondary, and tertiary legal materials. Primary legal materials include Law No. 42/1999 on Fiduciary Guarantee, related laws and regulations, relevant court decisions, and other official documents. Secondary legal materials include law books, law journals, scientific articles, legal commentaries, and other scientific works relevant to the topic of this research. Tertiary legal materials include legal dictionaries, encyclopedias, and other sources that provide additional explanations and support primary and secondary legal materials. The data collection techniques used include document studies. The document study was conducted by collecting and reviewing various legal documents, including laws, regulations, court decisions, and relevant legal literature. The data obtained was then analyzed qualitatively by reviewing the content of legal documents, identifying patterns of law enforcement, and evaluating the effectiveness and obstacles in the application of fiduciary law in Indonesia. Descriptive analysis was also conducted to provide a detailed description of the existing legal rules and how they are applied in concrete cases.

RESULT AND DISCUSSION

Law enforcement against violations of fiduciary agreements in Indonesia has a very important role in maintaining stability and trust in the country's financial system¹². Fiduciary is a form of collateral used in credit transactions, where the debtor binds certain assets as collateral to the creditor to obtain a loan¹³. However, violations often occur when debtors transfer or sell secured assets without obtaining prior approval from creditors. Such actions can result in significant financial losses for creditors and undermine confidence in the banking and financial system.

The legal basis of fiduciary agreements in Indonesia is mainly regulated by several laws and government regulations that serve to provide a clear and firm legal framework for

¹² Kamello, H. T., & Sh, M. S. (2022). Hukum jaminan fidusia suatu kebutuhan yang didambakan. Penerbit Alumni.

¹³ Ardini, S., Yahanan, A., & Ridwan, R. (2023). Perlindungan Hukum Dan Penyelesaian Jaminan Fidusia Terhadap Debitur Cidera Janji. *Legal Standing: Jurnal Ilmu Hukum*, 8(1), 26-38.

the implementation of fiduciary agreements¹⁴. Law No. 42/1999 on Fiduciary Guarantee is the main law regulating fiduciary in Indonesia.¹⁵ This law outlines in detail the fiduciary registration process, the rights and obligations of the parties involved in the fiduciary agreement, as well as the enforcement mechanisms necessary to ensure compliance with the agreement.

Law No. 42/1999 on Fiduciary Guarantee covers various important aspects that must be fulfilled by the parties to a fiduciary agreement. This law stipulates that fiduciary guarantees must be registered to obtain legal force and be recognized in the eyes of the law¹⁶. This registration process ensures that there is an official record of the fiduciary guarantee, which can be used as evidence in the event of a dispute or breach of agreement. In addition, the law also regulates the rights and obligations of both the grantor and the fiduciary, including the obligation to safeguard the pledged object and the right to execute the fiduciary guarantee in case of default.

In addition, Minister of Law and Human Rights Regulation No. 9/2013 on Fiduciary Guarantee Registration is an important regulation that regulates the procedures and procedures for electronic registration of fiduciary guarantees¹⁷. This regulation was created to simplify the fiduciary registration process by utilizing information technology, so that it can be done more quickly and efficiently. This electronic registration process aims to improve the accuracy and security of fiduciary guarantee data and minimize the risk of errors or misuse of information. Minister of Law and Human Rights Regulation No. 9/2013 provides detailed instructions on the steps to be taken by parties in fiduciary

guarantee registration. It covers the requirements of necessary documents, procedures for filling out electronic forms, as well as the process of data verification and validation by the competent authority. With this regulation, it is expected that fiduciary guarantee registration can be conducted in a more transparent and accountable manner, as well as provide better legal protection for the parties involved.

Breaches of fiduciary agreements can take many forms, each of which has serious legal implications and has the potential to harm one of the parties involved¹⁸. One common form of breach is the transfer of ownership of the pledged object. In this case, the fiduciary grantor transfers or sells the pledged object without obtaining permission from the fiduciary beneficiary. This action clearly violates the fiduciary agreement, as the pledged object should remain in the possession of the fiduciary as collateral until the guaranteed obligation is fully fulfilled.

Another form of violation is embezzlement of the pledged object. Embezzlement occurs when the fiduciary uses or utilizes the pledged object for other purposes that are not in accordance with the provisions in the fiduciary agreement. Another violation that often occurs is not conducting fiduciary registration¹⁹. Not registering a fiduciary agreement means that the agreement has no binding legal force against third parties. This can lead to legal problems when disputes arise or when third parties claim rights to the same object. Without registration, fiduciaries have no official evidence showing that the object has been pledged to them, so they lose the legal protection they should have.

Not registering a fiduciary can also cause harm to the fiduciary, especially if the pledged object has been taken over by a third party²⁰. In this situation, the fiduciary will find

¹⁴ Lista, A., Azheri, B., & Mannas, Y. A. (2024). Pengikatan Jaminan Fidusia Terhadap Alat Berat Berdasarkan Akta Pernyataan Notaril (Studi pada PT. Bank Negara Indonesia (Persero) Tbk Sentra Bisnis Komersial Pekanbaru). *Andalas Notary Journal*, 1(1), 65-88.

¹⁵ Manafe, F. P., Hadewata, A., & Nubatonis, O. J. (2023). Pelaksanaan Eksekusi Sertifikat Jaminan Fidusia Terhadap Kreditor Berdasarkan Ketentuan Undang Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia. *COMSERVA: Jurnal Penelitian dan Pengabdian Masyarakat*, 3(07), 2662-2676.

¹⁶ Undang-Undang Nomor 42 Tahun 1999

¹⁷ Peraturan Menteri Hukum dan HAM No. 9 Tahun 2013

¹⁸ Kulas, F. A. (2020). Dasar Tuntutan Pidana Dalam Sengketa Jaminan Fidusia Menurut Undang-Undang Nomor 42 Tahun 1999. *Lex Privatum*, 8(1).

¹⁹ Putra, I. W. P., Indradewi, A. A. S. N., & Pramesti, I. P. E. Y. (2023). Pelaksanaan Penegakan Hukum Oleh Kepolisian Daerah Bali Dalam Tindak Pidana Fidusia Di Wilayah Hukum Polda Bali. *Jurnal Ilmu Hukum The Juris*, 7(2), 504-511.

²⁰ Andri, E. (2024). Pelaksanaan Perjanjian Jual-beli Sepeda Motor Yang Masih Terikat Perjanjian Sewa-beli Pada

it difficult to prove that the object is actually still in custody as part of the fiduciary agreement. In addition, failure to register the fiduciary agreement may lead to the loss of the fiduciary's rights²¹. In addition to these forms of violations, there are also other violations such as providing inaccurate or misleading information regarding the status of the pledged object.

Law enforcement against breach of fiduciary agreement in Indonesia faces various complex challenges. One of the main challenges is the lack of legal awareness²². Many parties involved in a fiduciary agreement, both the grantor and the fiduciary, do not fully understand their rights and obligations in accordance with the applicable provisions. This is often due to a lack of socialization and education regarding fiduciary agreements and the accompanying legal consequences. As a result, many violations occur due to ignorance or lack of understanding of the rules that must be followed. Efforts to improve legal education for the public are also very important. With a better understanding of the fiduciary agreement, both creditors and debtors can avoid conflicts and violations. In addition, a more educated public will be better able to assert their rights and ensure that fiduciary agreements are properly respected and enforced.

Another significant challenge is the complicated administrative process. Fiduciary registration and execution procedures are often perceived as complicated and time-consuming. The many document requirements that must be met, as well as the lengthy verification and validation process, often discourage parties from registering a fiduciary agreement²³. In

addition, complex and bureaucratic fiduciary execution procedures can also hinder the implementation of law enforcement, especially when disputes occur²⁴.

Lack of coordination between institutions is also an obstacle in law enforcement against violations of fiduciary agreements²⁵. Enforcement is often hampered by a lack of coordination between authorized agencies, such as courts, police, and fiduciary registration offices. For example, in cases of fiduciary guarantee execution, there is often a lack of understanding or slow response from the relevant agencies, resulting in delays or failures in law enforcement. This weak coordination decreases the effectiveness of law enforcement and reduces public confidence in the existing legal system.

Limited human resources and technology in law enforcement agencies are also major obstacles. Many law enforcement agencies still lack experts who have an in-depth understanding of fiduciary agreements and their enforcement mechanisms. This limitation results in a lack of capacity to handle the increasing number of cases. In addition, the lack of adequate technology to support the fiduciary registration and execution process is also an obstacle. For example, the electronic registration system has not been optimized or well integrated between institutions.

These challenges point to the need for improvements and reforms in the law enforcement system related to fiduciary agreements in Indonesia. Efforts such as increasing legal education and socialization, simplifying administrative procedures, strengthening inter-agency coordination, and increasing the capacity of human resources and technology must be carried out on an ongoing basis. Thus, law enforcement against breaches of fiduciary agreements can be more effective and can provide better legal protection for the parties involved.

perusahaan pembiayaan Ditinjau Dari Kitab Undang-undang Hukum Perdata. *Artemis Law Journal*, 1(2), 742-769.

²¹ Sadewo, I. (2023). *Akibat Hukum Terhadap Hilangnya Obyek Jaminan Fidusia Dalam Perjanjian Kredit Bank* (Doctoral dissertation, Universitas Islam Malang).

²² Padin, A., Respamuji, A., Fidiyati, E., Abeng, P. I. M., & Zakaria, U. (2024). *Penerapan Hak Cipta Dalam Hukum Kekayaan Intelektual Sebagai Objek Jaminan Utang Pada Bank*. *Gudang Jurnal Multidisiplin Ilmu*, 2(6), 72-77.

²³ Prawira, M. Y. (2023). *Rekonstruksi Regulasi Sanksi Pidana Dalam Perkara Tindak Pidana Financial Technology Berbasis Keadilan Pancasila* (Doctoral Dissertation, Universitas Islam Sultan Agung).

²⁴ Subagiyo, D. T. (2018). *Hukum Jaminan Dalam Perspektif Undang-Undang Jaminan Fidusia (Suatu Pengantar)*.

²⁵ Atriani, D., Angel, D., Riyanti, T. L., Rahmawati, Y., & Situmorang, S. C. (2024). *Penyelesaian Hukum Wanprestasi Berbentuk Nasabah Gagal Bayar Terhadap Koperasi Simpan Pinjam*. *Kultura: Jurnal Ilmu Hukum, Sosial, Dan Humaniora*, 2(6), 42-51.

To improve the effectiveness of law enforcement against breaches of fiduciary agreements, a number of strategic steps can be taken. One important step is socialization and legal education. The public needs to be given a better understanding of fiduciary agreements, including the rights and obligations and legal consequences that come with them²⁶. This socialization can be conducted through seminars, workshops, and educational campaigns by government agencies, law enforcement agencies, and civil society organizations. With increased legal awareness, it is expected that violations of fiduciary agreements can be minimized.

Simplification of procedures is also a crucial step in efforts to increase the effectiveness of law enforcement²⁷. The process of fiduciary registration and execution needs to be streamlined through appropriate administrative reforms. The use of information technology, such as online registration systems, can reduce bureaucracy and speed up administrative processes. This not only makes the process more efficient, but also increases transparency and accountability in the execution of fiduciary agreements. With simpler and faster procedures, parties will be more motivated to comply with applicable regulations.

The next step is to strengthen inter-agency coordination. Effective law enforcement requires good cooperation between various related institutions, such as the courts, the police, and the fiduciary registry office²⁸. Better coordination can be achieved through the establishment of specialized teams or task forces responsible for handling fiduciary cases. In addition, there needs to be an effective communication system to ensure information can be quickly and accurately passed between agencies. With

strong coordination, the law enforcement process can run more smoothly and efficiently.

Capacity building of law enforcement agencies is also an important factor in this effort. Law enforcement agencies need to be provided with adequate training on fiduciary agreements and their enforcement mechanisms²⁹. This training should include an understanding of the law, administrative procedures, and the use of information technology in law enforcement. In addition, the procurement of supporting technology, such as case management information systems, can assist law enforcement agencies in handling fiduciary cases more effectively. With adequate human resources and technology, law enforcement agencies can work more optimally in enforcing fiduciary law. Periodic monitoring and evaluation are also needed to ensure that efforts to improve the effectiveness of law enforcement are on track. This monitoring and evaluation can be conducted by independent institutions or through internal mechanisms in each law enforcement agency. Periodic evaluation will help identify obstacles that may still exist and find appropriate solutions to overcome them. Thus, the law enforcement process can be continuously improved and adapted to existing needs and developments.

CONCLUSION

Law enforcement against breaches of fiduciary agreements in Indonesia still faces significant challenges. These challenges include a lack of legal awareness among the public, complicated administrative processes, lack of coordination among law enforcement agencies, and limited human resources and technology within law enforcement agencies. Nonetheless, there are strategic steps that can be taken to improve the effectiveness of law enforcement. These measures include increasing legal socialization and education, simplifying fiduciary registration and execution procedures, strengthening inter-

²⁶ Fattikha, L. (2023). Tinjauan Yuridis Pengetahuan Hukum Konten Youtube Sebagai Objek Jaminan Fidusia Di Indonesia (Doctoral Dissertation, Universitas Islam Sultan Agung Semarang).

²⁷ Iqbal, M., Susanto, S., & Sutoro, M. (2019). Efektifitas Sistem Administrasi E-court dalam Upaya Mendukung Proses Administrasi Cepat, Sederhana dan Biaya Ringan di Pengadilan. *Jurnal Ilmu Hukum*, 8(2), 302-315.

²⁸ Muhtar, M. H., Tribakti, I., Salim, A., Tuhumury, H. A., Ubaidillah, M. H., Imran, S. Y., ... & Churniawan, E. (2023). *Konsep Hukum Indonesia*. Global Eksekutif Teknologi.

²⁹ Serena, M. A., Saly, J. N., Sugiarto, I. R., Rambu, R. V., Wisuta, R., Pasyah, R. A., & Yulianto, H. (2023). Pertanggungjawaban Notaris Terhadap Pelanggaran Kode Etik Terkait Pemalsuan Akta Otentik. *Jurnal Ilmiah Wahana Pendidikan*, 9(20), 353-360.

agency coordination, and increasing the capacity of law enforcement agencies through training and procurement of supporting technology. By implementing these measures, it is expected that fiduciary law enforcement can run more effectively, provide better legal protection, and increase public confidence in the legal system

REFERENCE

- Rasji, R. (2024). Analisis Perlindungan Hukum Pada Perusahaan Fintech P2P Lending Dengan Jaminan Fidusia (Studi Kasus PT Modal Rakyat Indonesia). *UNES Law Review*, 6(3), 9248-9259. <https://doi.org/10.31933/unesrev.v6i3.1887>
- Tjahjono, M., Sugianto, F., & Susantijo, S. Kesesuaian Penggunaan Klausul Negative Pledge Of Assets dalam Perjanjian Kredit oleh Bank Umum dengan Prinsip Kehati-hatian: Tinjauan Perbandingan Hukum. *Jurnal Hukum Magnum Opus*, 5(1), 458684. <https://doi.org/10.30996/jhmo.v5i1.5932>
- Hikmah, N. (2023). Perlindungan Hukum Bagi Kreditor Terhadap Pelaksanaan Perjanjian Kredit Dengan Jaminan Fidusia (Studi Pada KSPPS Nusa Ummat Sejahtera Kota Semarang) (Doctoral dissertation, Universitas Islam Sultan Agung Semarang).
- Prihadi, H. (2024). Implementasi Jaminan Fidusia Atas Sertifikat Kepemilikan Bangunan Gedung-Sarusun Terhadap Benda Tidak Bergerak Menurut Undang-Undang Nomor 20 Tahun 2011 Tentang Rumah Susun. *Jurnal Mitra Pembangunan Hukum*, 1(1), 39-61.
- Rusli, T., & Anggraini, P. (2024). Pertimbangan Hakim Dalam Menjatuhkan Putusan Terhadap Gugatan Wanprestasi Perjanjian Pembiayaan Multiguna. Studi Putusan Nomor: 6/Pdt. Gs/2023/Pn. Liw. *Jurnal Rectum: Tinjauan Yuridis Penanganan Tindak Pidana*, 6(1), 134-149. <http://dx.doi.org/10.46930/jurnalrectum.v6i1.4098>
- Akifah, K. (2022). Eksekusi Jaminan Fidusia Pada Perjanjian Pembiayaan Kendaraan Bermotor Pasca Putusan Mahkamah Konstitusi Nomor 2/Puu-Xix/2021 (Doctoral Dissertation, Universitas Lampung). <http://digilib.unila.ac.id/67604/>
- Budiman, M. C., Junus, N., & Kamba, S. N. (2024). Implikasi Hukum Dalam Transfer Jaminan Fidusia Tanpa Persetujuan Penerima Fidusia. *Doktrin: Jurnal Dunia Ilmu Hukum dan Politik*, 2(2), 242-257. <https://doi.org/10.59581/doktrin.v2i2.2706>
- Sushanty, V. R. (2020). Tinjauan Yuridis Terhadap Debt Collector Dan Leasing Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019. *Gorontalo Law Review*, 3(1), 59-75. <https://doi.org/10.32662/golrev.v3i1.896>
- Sitinjak, H. V. B. (2020). Tanggungjawab Pemberi Fidusia Atas Pengalihan Objek Jaminan Fidusia Ke Pihak Lain Tanpa Adanya Persetujuan Dari Penerima Fidusia Dalam Perspektif Hukum Pidana (Studi Kasus Putusan Pn Medan No. 1986/Pid. Sus/2017/Pn. Mdn). <https://repository.uma.ac.id/handle/123456789/15571>
- Trizza, R. R. S. S. L., & Adhilia, F. Penyelesaian Kredit Macet Dengan Jaminan Fidusia. *Humaniora (JSH)*, 8(1), 120-134. <https://core.ac.uk/download/pdf/578785051.pdf>
- Gultom, H. T. (2021). Perlindungan Hukum Terhadap Kreditor Selaku Pemegang Jaminan Fidusia Dalam Perjanjian Pembiayaan Dikaitkan Dengan Putusan Mahkamah Konstitusi Nomor 18/Puu-Xvii/2019. *Jurnal Hukum To-Ra: Hukum Untuk Mengatur Dan Melindungi Masyarakat*, 7(3), 355-385. <https://doi.org/10.55809/tora.v7i3.43>
- Prasiwi, L. (2023). Tinjauan Yuridis Perlindungan Hukum Terhadap Debitor Dan Kreditor Dalam Perjanjian Kredit Di Indonesia (Doctoral Dissertation, Universitas Islam Sultan Agung Semarang). <https://repository.unissula.ac.id/31759/>

- Rasji, R. (2024). Analisis Perlindungan Hukum Pada Perusahaan Fintech P2P Lending Dengan Jaminan Fidusia (Studi Kasus PT Modal Rakyat Indonesia). *UNES Law Review*, 6(3), 9248-9259. <https://doi.org/10.31933/unesrev.v6i3.1887>
- Ardini, S., Yahanan, A., & Ridwan, R. (2023). Perlindungan Hukum Dan Penyelesaian Jaminan Fidusia Terhadap Debitur Cidera Janji. *Legal Standing: Jurnal Ilmu Hukum*, 8(1), 26-38. <http://dx.doi.org/10.24269/ls.v8i1.7901>
- Kamello, H. T., & Sh, M. S. (2022). Hukum jaminan fidusia suatu kebutuhan yang didambakan. Penerbit Alumni.
- Undang-Undang Nomor 42 Tahun 1999
- Manafa, F. P., Hadewata, A., & Nubatonis, O. J. (2023). Pelaksanaan Eksekusi Sertifikat Jaminan Fidusia Terhadap Kreditor Berdasarkan Ketentuan Undang Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia. *COMSERVA: Jurnal Penelitian dan Pengabdian Masyarakat*, 3(07), 2662-2676.
- Peraturan Menteri Hukum dan HAM No. 9 Tahun 2013
- Kulas, F. A. (2020). Dasar Tuntutan Pidana Dalam Sengketa Jaminan Fidusia Menurut Undang-Undang Nomor 42 Tahun 1999. *Lex Privatum*, 8(1). <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/28520>
- Putra, I. W. P., Indradewi, A. A. S. N., & Pramesti, I. P. E. Y. (2023). Pelaksanaan Penegakan Hukum Oleh Kepolisian Daerah Bali Dalam Tindak Pidana Fidusia Di Wilayah Hukum Polda Bali. *Jurnal Ilmu Hukum The Juris*, 7(2), 504-511. <https://doi.org/10.56301/juris.v7i2.1119>
- Andri, E. (2024). Pelaksanaan Perjanjian Jual-beli Sepeda Motor Yang Masih Terikat Perjanjian Sewa-beli Pada perusahaan pembiayaan Ditinjau Dari Kitab Undang-undang Hukum Perdata. *Artemis Law Journal*, 1(2), 742-769. <https://doi.org/10.35508/alj.v1i2.15912>
- Sadewo, I. (2023). Akibat Hukum Terhadap Hilangnya Obyek Jaminan Fidusia Dalam Perjanjian Kredit Bank (Doctoral dissertation, Universitas Islam Malang). <http://repository.unisma.ac.id/handle/123456789/7941>
- Padin, A., Respamuji, A., Fidiyati, E., Abeng, P. I. M., & Zakaria, U. (2024). Penerapan Hak Cipta Dalam Hukum Kekayaan Intelektual Sebagai Objek Jaminan Utang Pada Bank. *Gudang Jurnal Multidisiplin Ilmu*, 2(6), 72-77. <https://doi.org/10.59435/gjmi.v2i6.493>
- Subagiyo, D. T. (2018). Hukum Jaminan Dalam Perspektif Undang-Undang Jaminan Fidusia (Suatu Pengantar).
- Atriani, D., Angel, D., Riyanti, T. L., Rahmawati, Y., & Situmorang, S. C. (2024). Penyelesaian Hukum Wanprestasi Berbentuk Nasabah Gagal Bayar Terhadap Koperasi Simpan Pinjam. *Kultura: Jurnal Ilmu Hukum, Sosial, Dan Humaniora*, 2(6), 42-51. <https://jurnal.kolibi.org/index.php/kultura/article/view/1503>
- Fattikha, L. (2023). Tinjauan Yuridis Pengetahuan Hukum Konten Youtube Sebagai Objek Jaminan Fidusia Di Indonesia (Doctoral Dissertation, Universitas Islam Sultan Agung Semarang).
- Iqbal, M., Susanto, S., & Sutoro, M. (2019). Efektifitas Sistem Administrasi E-court dalam Upaya Mendukung Proses Administrasi Cepat, Sederhana dan Biaya Ringan di Pengadilan. *Jurnal Ilmu Hukum*, 8(2), 302-315.
- Muhtar, M. H., Tribakti, I., Salim, A., Tuhumury, H. A., Ubaidillah, M. H., Imran, S. Y., ... & Churniawan, E. (2023). Konsep Hukum Indonesia. *Global Eksekutif Teknologi*.
- Serena, M. A., Saly, J. N., Sugiarto, I. R., Rambu, R. V., Wisuta, R., Pasyah, R. A., & Yulianto, H. (2023). Pertanggungjawaban Notaris Terhadap Pelanggaran Kode Etik Terkait Pemalsuan Akta Otentik. *Jurnal Ilmiah Wahana Pendidikan*, 9(20), 353-360. <https://doi.org/10.5281/zenodo.8416138>