

## Comparison of Execution in Warranty and Fiduciary Bank

DOI: <https://doi.org/10.47175/rissj.v3i4.567>

| Lilawati Ginting |

Universitas Muhammadiyah  
 Sumatera Utara, Indonesia

[lilawatiginting@umsu.ac.id](mailto:lilawatiginting@umsu.ac.id)

### ABSTRACT

*The types of guarantee institutions known in the Indonesian legal system can be classified according to their type, nature, purpose and management. Late payment will result in a claim for the guaranteed goods. Execution is an attempt by the ruling party to seek justice through *res judicata*. Bank guarantees, which are individual guarantees, and trustees, which are physical guarantee institutions, have different implementation methods at the time of default. This study tries to explain the problem of comparing legal situations with bank guarantees and trustees in a normative and juridical way. The results show that The authority to enforce bank guarantees on assets belonging to debtors in default refers to Articles 1131 and 1132 of the Civil Code. According to Articles 1131 and 1132 of the Civil Code, the goods belonging to the debtor (the guarantor) are generally collateral for the debtor's debt, and the proceeds from the sale of the collateral are charged to the recipient of the guarantee.*

### KEYWORDS

*Comparison; execution; bank guarantee; fiduciary*

### INTRODUCTION

The legal system must be closely related to the cultural and intellectual life of each country<sup>1</sup>. Thus, no one forbids to immediately regulate the law. Security law today is commonly referred to as *Wirtschaftsrecht*, *Wiert Schafrecht* or *Droit Econonique* and has a function to support economic progress and development progress in general<sup>2</sup>. The word "guarantee" in the law is contained in Article 1131 of the Civil Code and the explanation is contained in Article 8 of Law Number 7 of 1992 amended by Law Number 10 of 1998 concerning Banking, but the two regulations do not explain what is guaranteed. I mean security. However, collateral is the obligation of the creditor of the loan agreement to the debtor to provide a guarantee in the form of a set of assets to the debtor to pay off the debt in full if the debtor fails to pay off his debt on time. that it is related to the debt problem you asked for. Agreed time. The value of the guarantee given to creditors usually exceeds the value of the loan and this is what creditors do to protect against losses<sup>3</sup>.

So, when credit stagnation occurs, the bank can use or sell the credit collateral to pay for or cover bad credit. The purpose of credit collateral here is to protect the bank from naughty customers because only a few customers can afford it but do not pay their credit. The point is that the credit collateral here is the binding of the debtor to the creditor using the debt they have using the debtor's assets as collateral so that the debtor does not run based on his debt. Debt repayment using the collateral is using the auction method, for

<sup>1</sup> Wantu, Fence M., et al. "The Law on Plant Protection, an Effort to Save Indonesia's Earth: A Review of International Publications." *International Journal of Modern Agriculture* 10.1 (2021): 867-879.

<sup>2</sup> Tutik, T. T. (2008). *Civil Law in the National Legal System*. Jakarta: Kencana.

<sup>3</sup> Kasmir. (2014). *Banks and other Financial Institutions*. Jakarta: PT. Raja Grafindo Persada.

example, what has been determined by the applicable regulations, and if there is still residue based on the auction, it is returned to the debtor<sup>4</sup>. In principle, the collateral must belong to the debtor, but in law The law also allows goods belonging to third parties to be used as collateral, as long as the parties concerned to give up the goods to be used as collateral for debtors' debts<sup>5-6</sup>. So that it can be concluded that collateral is a repayment of the debtor's debt to the creditor if in the future there is stagnation in the payment of the debtor's debt using several assets belonging to the debtor synchronously using an agreement that has been formed from the applicable laws and regulations. Basically, collateral is divided into 2 categories, namely:

1. Individual Guarantee or in legal terms is called *persoonlijke zekerheid*.

Separate guarantees give rise to separate rights and special legal relationships between the obligee and the person who guarantees the settlement of the debtor's debt (guarantor). This is where the terms personal guarantee, company guarantee and bank guarantee come from. The personal guarantee comes from the word *persoonlijke zekerheid*. The concept of immaterial guarantees is also mentioned. An individual guarantee is a guarantee by a third party that guarantees the fulfilment of the debtor's obligations. Understanding individual guarantees can also be obtained from various views and opinions of experts. Intangible (personal) guarantees are: Individual guarantees are as follows: Can also be held outside the debtor (without debtor)<sup>7-8</sup>.

2. Material Guarantee or in legal terms is called *zakelijke zekerheid*.

This guarantee is an absolute right to a certain object in the form of a part of the debtor's or guarantor's property, by giving a position (preferred) to the creditor over other creditors against the object. Physical guarantees are guarantees whose objects are in the form of movable or immovable goods and are specifically intended to guarantee the debtor's obligations to the creditor if the debtor is no longer able to pay his obligations in the future. Collateral is the property of the debtor and cannot be transferred or transferred to either the debtor or creditor as long as it is a guaranteed claim. If the debtor defaults, the creditor cannot have assets under collateral. This is because the protection scheme is not intended to transfer ownership of assets<sup>9</sup>. Ingredients Guarantee Composition:

- a. Fixed objects (immovable), For example land and other objects that are one unit with the land. This type of object will be burdened with Mortgage by Law no. 4 of 1996 concerning Mortgage Rights and other objects contained on it.
- b. Movable objects, for example, cars, motorcycles, machinery, accounts receivable, and so on. These objects are burdened with three types of guarantees, namely Fiduciary based on Law no. 42 of 1999, Pawn on shares, and Cessie on bills.
- c. The object is moving but its net size exceeds 20 m<sup>3</sup>. Such as ships, barges and similar vessels weighing more than 20 m<sup>3</sup>. The object will be encumbered with a mortgage in accordance with the Civil Code.

---

<sup>4</sup> Sanusi, Sanusi. "Legal Protection of the Creditor on Fiduciary Guarantee Objects Unlisted in the Fiduciary Registration Office." *International Journal of Law Reconstruction* 1.1 (2017): 74-86.

<sup>5</sup> Supramono, G. (2013). *Accounts Payable Agreement*. Jakarta: Kencana.

<sup>6</sup> Badriyah, Siti Malikhatun, et al. "Implementation of the constitutional court decision regarding the execution of fiduciary guarantees and inclusion of default clauses in Indonesia." *International Journal of Criminology and Sociology* 10 (2021): 33-38.

<sup>7</sup> Subekti. (1997). *Civil Procedure Law*. Bandung: Bina Cipta.

<sup>8</sup> Salim, H. S. (2021). *Contract law: Contract drafting theory and techniques*. Sinar Grafika.

<sup>9</sup> *Ibid*

- d. Objects that are built based on the property of another party. Like buildings erected on land with Hak Milik or Hak Guna Bangunan, the land owners and building owners are different subjects.

Personal guarantee is a form of guarantee that states the ability of a third party to guarantee the implementation of the debtor's obligations to the obligee in the event of a default by the debtor<sup>10</sup>. The element of individual guarantees, namely direct relationships with certain people, can only be maintained to certain debtors. Debtor's assets in general. The term "person" in the Individual Guarantee is interpreted as an entity consisting of an individual (person) and a legal entity. Therefore, personal guarantees include personal guarantees (guarantees/individuals) and company guarantees (corporation/corporation guarantees)<sup>11</sup>. Banks in providing credit should require additional collateral in the form of physical collateral, such as clear personal items or immovable property, in addition to a type of trust credit guarantee that thoroughly analyzes the good faith and ability of the existing borrower. Values and documents as well as immaterial guarantees<sup>12</sup>. Sources of Indonesian Banking Law in various regulations are as follows<sup>13</sup>:

1. Law no. 7 of 1992 concerning banking, State Gazette of the Republic of Indonesia No. 21 of 1992 which was amended using Law no. 10 of 1998, the State Gazette of the Republic of Indonesia No. 182 of 2008 hereinafter considered as UUUP. Law No. 10 of 1998 does not abolish or change all articles that still exist in Law no. 9 of 1992 but only updates and added some articles that were believed to be important.
2. Law No. 23 of 1999 concerning Bank Indonesia, then amended and refined using Law No. three of 2004, which subsequently underwent a reverse amendment using government regulation no. two of 2008 regarding the second amendment to Law no. 23 of 1999 concerning Bank Indonesia as a Law, namely as Law no. 6 of 2009;
3. Law No. 24 of 2004 regarding the Deposit Insurance Corporation, which was then amended using a Government Regulation instead of Law no. three of 2008 concerning Amendments to Law no. 24 of 2004 which was passed as Law no. 7 of 2009.
4. Law No. 21 of 2008 concerning Islamic Banking<sup>5</sup>.
5. Government Regulation No. 28 of 1999 concerning Bank Mergers, Consolidations & Acquisitions,
6. Bank Indonesia Regulation No. B/26/PBI/2006 released November 8, 2006, regarding rural credit banks;
7. Bank Indonesia Regulation No. 11/1/PBI/2009 was released on January 27, 2009, regarding Commercial Banks.

The creation of a claim is based on an agreement, agreement or understanding in the sense of the Civil Code, namely an act in which one or more people are bound by one or more people (Article 1313 of the Civil Code). The relationship between two people is a legal relationship where the rights or obligations between the parties are guaranteed by law<sup>14</sup>. Types of Loan Agreements Formally and legally, there are two types of loan/bank guarantee agreements that banks use to release credit or provide bank guarantees<sup>15</sup>. Bank guarantees are guaranteed contracts regulated in Article 1820 of the Civil Code. The term guarantee itself comes from the English word *garantie* or *garantie* which means guarantee

---

<sup>10</sup> Naja, H. D. (2005). *Credit Law and Bank Guarantee*. Bandung: PT. Citra Aditya Bakti.

<sup>11</sup> Meliala, D. S. (2015). *Development of Civil Law Regarding Objects and Law of Engagement*. Bandung: Nuansa Aulia.

<sup>12</sup> Sutarno. (2003). *Legal Aspects of Credit at the Bank*. Jakarta: Alfabeta.

<sup>13</sup> Asikin, Z. (2014). *Introduction to Indonesian Banking Law*. Jakarta: PT. Raja Grafindo Persada.

<sup>14</sup> *Ibid*

<sup>15</sup> *Ibid*

or guarantee. In Dutch, it is called Borkutog. In providing banking services to its customers, banks may offer bank guarantee services, as long as they do not violate laws and regulations, including Bank Indonesia regulations. In fact, the provision of bank guarantees by banks is already a product or service offered to generate income (fees). But, as you know, banking is very conservative.

Types of loan/bank guarantee agreements include face-to-face loan agreements/bank guarantees and loan/bank guarantee agreements before a notary or public deed (Well, 2005). Debt guarantee contracts are regulated in Articles 1820 to 1850 of the Civil Code. Underwriting is a contract in which a third party promises to carry out its mandate on behalf of the obligee (Article 1820 of the Civil Code). Creditors, Debtors and Third Parties. While the main contract is a credit or borrowing agreement between the debtor and creditor, the nature of the guarantee contract is incidental (additional)<sup>16</sup>. The bank guarantee itself is a written guarantee issued by the bank that requires the guaranteed party to pay if the guaranteed party defaults (Article 1(3) a) Board Decision). That is, a guarantee from the issuing bank to the beneficiary that the guarantor bank (applicant) will carry out its obligations. Regarding the nature of bank guarantees, bank guarantees are regulated in Chapter 16 of the Civil Code, Articles 1820 to 1850, Book 3 (KUHPerdata). Therefore, to meet these requirements, technical regulations are needed as guidelines for banks to issue bank guarantees.

The bank guarantee agreement is also claimed to be a guarantee agreement or synchronous borgtocht using Article 1820 BW, which is an agreement where a third party, for the benefit of the debtor, binds himself to fulfil the debt of the debtor when the debtor is in default. In the guarantee agreement or borscht, there is still an obligation to fulfil the performance according to the guarantor (when the debtor is in default) stated in the accessory agreement. Exclusive term and use exclusive conditions in the form of payment of an exclusive sum of money, if the guaranteed party in the future does not fulfill its obligations to the collateral recipient or there is a default. The above provisions show that the guarantee is an *accessoir* agreement, namely because the guarantee depends on the existence of the main agreement, namely an agreement whose fulfilment is borne or guaranteed using the guarantee agreement itself.

Credit Agreement/Bank Guarantee On a credit divestment & or bank guarantee the bank to its customer will always start using the request of the customer in question. If the bank thinks that the application is worthy of being granted, in order to carry out the credit divestment and or bank guarantee, it must first use an agreement or convention in the form of a credit agreement and or guarantee gift agreement. One of the relatively obvious bases for banks regarding the necessity of having a credit agreement is according to Article 1 paragraph (12) of Law Number 7 of 1992 concerning Banking. The inclusion of terms of agreement or lending and borrowing conventions in the definition or understanding of credit as referred to in Article 1 paragraph (12) above can have several purposes as follows:

- a. The legislators wish to emphasize that a bank lending relationship is a contractual relationship in the form of a loan between a bank and a borrowing customer.
- b. SM Parliament wants to stipulate that bank credit relationships must be made on the basis of a written agreement. Only subject to Section 1(12) of the Banking Act 1992. This provision is difficult to interpret as requiring bank loans to be made based on a written agreement. However, the statutory provisions must link Presidential Decree Number 15/EK/IN/10/1996 dated October 3, 1996, with

---

<sup>16</sup> *Ibid*

Circular Letter of the Indonesian Banking Unit 1 Number 2/539/UPK. / . pen. 8 October 1996 and Circular Letter of Bank Indonesia Unit 1 Number 2/649/UPK/Pemb.Ampera Ministerial Conference Number 10/EK/IN/2/1967 dated 20 October 1996 and 6 February 1967 instructions. It stipulates that in granting credit, banks are required to use all forms of credit agreements.

What is meant by trustee in Article 1(2) is “Truste Trustees are tangible assets, both tangible and intangible, and immovable assets, especially immovable assets, as referred to in Law Number 4 of 1996. Mortgage Rights ( Mortgage Law No. 4 of 1996) is the right to a building that cannot be pawned. Mortgage rights (UU Mortgage Law No. 4 of 1996) are under the control of the lender's guardian as a guarantee for the repayment of certain debts. and held by the trustee Giving priority to the payee over other creditors This fiduciary binding agreement begins with the existence of an obligation between the creditor and debtor This agreement requires that the creditor This trust agreement is usually notarized in the form of a notary deed to convince the parties to agree. , the debtor surrenders the rightful personal property and the debtor remains in control of the goods. Items under Escrow Guarantee:

- a. The existence of collateral rights
- b. The existence of tangible and intangible movable goods as well as immovable goods, especially movable goods that are not guaranteed. This concerns the imposition of a home warranty.
- c. Items covered by the warranty remain at the disposal of the trustee provider.
- d. Priority of creditors.

Escrow guarantees are appraisers, meaning that the guarantee contract will always follow the main contract, and if the main contract is deleted/cancelled, the guarantee contract is also automatically cancelled/cancelled. J. Satrio thinks that the Evaluator Agreement is a contract that was born by assignment and terminated/cancelled according to the master contract <sup>17</sup>.The trustee guarantee agency regulated in Law Number 42 of 1999 concerning Guarantees (Law Number 42 of 1999 concerning Guarantees) can also be said to be a pledge which in principle is a substantive right. Fiduciary guarantees cover all movable and fixed goods that cannot be pawned or certain objects that remain in actual possession).

## **RESEARCH METHODS**

Data collection in this study is based on normative legislation. This study uses primary and secondary data. Primary data is legislation that compares bank guarantees and fiduciary enforcement actions, and secondary data is the opinion of legal experts taken from the literature to support the analysis of research subjects. Secondary sources of law are scientific works such as articles, journals, readings discussing topics of interest, and research reports discussing topics of interest related to bank guarantees and fiduciary comparisons. This study can explain the problem of comparing legal situations with bank guarantees and trustees in a normative and juridical way.

## **RESULTS AND DISCUSSION**

By the provisions of Article 8 of Law Number 7 of 1992 as amended by Law Number 10 of 1998, a bank is required to comply with the provisions of this article, provided that the bank is confident in its ability and solvency. In other words, if the bank believes in the solvency and ability to pay off the debtor, the bank can also lend without any additional

---

<sup>17</sup> Satrio, J. (1996). *Security Law and Personal Security Rights*. Bandung: Citra Aditya Bakti.

securities or collateral. The value of the guarantee given to the creditor usually exceeds the value of the loan. This is what creditors do to protect against losses<sup>18</sup>. Therefore, if there is a credit balance, the bank can use or sell the loan collateral to pay or cover bad debts. Loan guarantees are intended to protect banks from irresponsible customers. Because there are very few customers who can afford to pay their loans but never pay them back. This means that credit guarantees here are debtor bonds to creditors against debts owned by debtors as collateral so that debtors do not run away from their debts. In general, there are four actions that banks can take to overcome bad loans if the debtor defaults:

- a. Through the 3Rs (debt restructuring, reconditioning, restructuring), it is possible to realize debt restructuring and corporate restructuring.
- b. SM Bank can make a direct settlement by using a power of attorney from the executive agent based on a binding collateral agreement.
- c. Banks can request legal assistance in carrying out law enforcement.
- d. Banks may file civil claims against debtors through the courts.

The bank loan agreement must be made in writing. This provision is contained in the elucidation of Article 8 of Act Number 10 of 1998 concerning Amendments to Banking Act Number 7 of 1992. The requirements for written banking contracts are regulated in the core banking regulations of Bank Indonesia based on Article 8 (2) of the Banking Law. According to Badriyah Harun, the main provisions of Bank Indonesia are:

- 1) The provision of credit or financing based on sharia principles is made in the form of a written agreement;
- 2) Banks must have confidence in the abilities and abilities of debtor customers which are obtained from, among other things, a careful assessment of the character, abilities, capital, collateral, and business prospects of debtor customers.
- 3) Bank's obligation to formulate and implement procedures for granting credit or financing based on sharia principles;
- 4) Bank's obligation to provide clear information regarding procedures and requirements for credit or financing based on sharia principles;
- 5) Prohibition of banks to provide credit or financing based on sharia principles with different requirements to debtor customers and or affiliated parties; Dispute resolution<sup>19</sup>.

### **Execution of Bank Warranty**

The legal basis for a bank guarantee is a guaranteed contract as regulated in Articles 1820 to 1850 of the Civil Code. To ensure the continuity of the bank guarantee, the insurer has a legal "priority" to choose between them, Article 1831 of the Civil Code or Article 1832 of the Civil Code. Article 1831 of the Civil Code: The insurer is not obliged to pay the debtor unless the debtor is guilty, but must first confiscate and sell the debtor's goods to pay off the debt. On the other hand, Article 1832 of the Civil Code states Bank Guarantee Considerations:

- a. Term and expiration of the main contract
- b. Bank Guarantee Period and Expiration
- c. The time the cidra promise occurs is still legally guaranteed by a bank guarantee.
- d. The last time the insured filed a claim.

---

<sup>18</sup> Kasmir. (2004). *Banking management*. Jakarta: PT. Raja Grafindo Persada.

<sup>19</sup> Risa, Yulia. " Legal Protection Against Creditors for Debtor Default in Credit Agreements With Guaranteed Mortgages." *Normative Jurnal Ilmiah Hukum* 5.2 November (2017): 78-93.

In particular, the insured must comply with the four things above to be able to file a claim even if an unforeseen event occurs. The insured should also consider whether the bank guarantee uses Section 1831 or Section 1832. You must choose one of these two items when making a warranty contract. If the instrument does not expressly choose two clauses, the guarantee will be deemed to have voted for Section 1831 of the Civil Code. The obligation to choose between Article 1831 or Article 1832 of the Civil Code each time a bond is issued is important because it has very broad legal implications<sup>20</sup>. Therefore, the purpose of banks to provide bank guarantees to guarantors or guarantee recipients is to:

- a. Assist with facilities and conveniences to facilitate customer transactions.
- b. SM The guarantor receives compensation from the bank, so that if the guarantor fails to carry out his obligations,
- c. The guarantor will not suffer a loss.
- d. Increase mutual trust between guarantor, guarantor and guarantor d.
- e. In addition to the above benefits, banks also benefit from fees paid by customers and guarantees provided by the counterparty.

Because the validity of a bank guarantee for the property of the defaulting debtor refers to the principal agreement between the parties who do not violate the law, it can be said that the bank can immediately implement the guarantee if the debtor is in default. in the form of a "bank guarantee".

### **Implementation of Fiduciary Execution**

This trust bond is subject to trust because the subject of the bond is in the control of the debtor and the trust deed is registered in the trust register while the debtor surrenders or releases his property to the creditor. . Property used as an item must be transferred and registered. Fiduciary Guarantees are protected by Article 36 of Law Number 42 of 1999 concerning Fiduciary Guarantees. The implementation of this fiduciary guarantee is contained in Articles 29 to 34 of Law Number 42 of 1999 concerning fiduciary guarantees. Enforcement of escrow guarantees is the activity of confiscation and sale of goods covered by the escrow guarantee. Subekti argues in his book that execution is an attempt by the winners to use legal force (police, military) to win justice and impose executions on the losers<sup>21</sup> .

In this case, the so-called civil law enforcement is carried out by the judiciary, either by a final judge's decision, through arbitration carried out by the court, or by a document that has permanent legal force by order of the president. district courts increased. There are two types of running: real running and verkoop running. Proper law enforcement can consist of the abandonment of something, the eviction of property or place, the execution of certain actions, and their implementation in the suspension of actions or circumstances. Verkoop enforcement is the implementation of a decision to pay money through an auction for the property of the enforcement applicant. The nature of this enforcement is typical of debt guarantee enforcement. Execution via auction is more time-consuming than the actual execution, and there are few auction enthusiasts. An execution order (executive beslag) must be issued before the auction can take place. The execution was also annulled by order of the Chief Justice.

The implementation of a fiduciary bond is a special goal, and considering the conditions previously agreed upon by the debtor, regardless of the nature of the conditions, however, the fiduciary bond is implemented. , is still in effect. The reason for demanding the

---

<sup>20</sup> Widiyono, T. (2009). *Credit Collateral in financial engineering*. Jakarta: Ghalia Indonesia.

<sup>21</sup> *Ibid*

guarantee of the trustee is because the trustee is in default, namely the trustee himself does not keep his promise to the trustee. In carrying out the principle of this fiduciary bond, the guardian/debtor provides an item to be used as a fiduciary security item. Default is when the debtor fails to fulfill his promise, does what was promised but does not keep it, or is late in fulfilling his promise<sup>22</sup>.

## CONCLUSION

The authority to enforce bank guarantees on assets belonging to debtors in default refers to Articles 1131 and 1132 of the Civil Code. According to Articles 1131 and 1132 of the Civil Code, the goods belonging to the debtor (the guarantor) are generally collateral for the debtor's debt, and the proceeds from the sale of the collateral are charged to the recipient of the guarantee. Based on the law governing Articles 1131 and 1132 of the Civil Code. Enforcement of mortgage bonds is the last step for banks as mortgage recipients in default of debtors (default) as mortgage lenders. In the law of grants and fiduciary enforcement, the property is transferred to the aggrieved party, namely confiscation and sale of goods guaranteed by a fiduciary bond. Enforcement in this civil lawsuit is carried out at the request of the party who is declared to support the judge's decision and a warning from the Head of the District Court to the party who is declared unable to carry out the decision voluntarily and is given a few days. and due date. The implementation of a fiduciary guarantee is a special matter, and its implementation is carried out even for the sake of survival, taking into account the presence or absence of the fiduciary giver.

## REFERENCES

- Asikin, Z. (2014). Introduction to Indonesian Banking Law. Jakarta: PT. Raja Grafindo Persada.
- Badriyah, Siti Malikhatun, et al. (2021). "Implementation of the constitutional court decision regarding the execution of fiduciary guarantees and inclusion of default clauses in Indonesia." *International Journal of Criminology and Sociology* 10: 33-38.
- HS, S. (2004). Development of Guarantee Law in Indonesia. Jakarta: PT. Raja Grafindo Persada.
- Harahap, M. Y. (2006). Scope of Execution Issues in the Civil Sector. Jakarta: Sinar Grafika.
- Meliala, D. S. (2015). Development of Civil Law Regarding Objects and Law of Engagement. Bandung: Nuansa Aulia.
- Naja, H. D. (2005). Credit Law and Bank Guarantee. Bandung: PT. Citra Aditya Bakti.
- Kasmir. (2014). Banks and other Financial Institutions. Jakarta: PT. Raja Grafindo Persada.
- Kasmir. (2004). Banking management. Jakarta: PT. Raja Grafindo Persada.
- Peter Mahmud Marzuki, Legal Research, Jakarta: Kencana Prenada Media Group, (2005), p. 35.
- Supramono, G. (2013). Accounts Payable Agreement. Jakarta: Kencana.
- Sutarno. (2003). Legal Aspects of Credit at the Bank. Jakarta: Alfabeta.
- Salim, H. S. (2021). Contract law: Contract drafting theory and techniques. Sinar Grafika.
- Risa, Yulia. (2017). " Legal Protection Against Creditors for Debtor Default in Credit Agreements With Guaranteed Mortgages." *Normative Jurnal Ilmiah Hukum* 5.2 November 2017: 78-93.

---

<sup>22</sup> Harahap, M. Y. (2006). *Scope of Execution Issues in the Civil Sector*. Jakarta: Sinar Grafika.

- Satrio, J. (1996). Security Law and Personal Security Rights. Bandung: Citra Aditya Bakti.
- Subekti. (1997). Civil Procedure Law. Bandung: Bina Cipta.
- Sanusi, Sanusi. (2017). "Legal Protection of the Creditor on Fiduciary Guarantee Objects Unlisted in the Fiduciary Registration Office." *International Journal of Law Reconstruction* 1.1, 2017: 74-86.
- Sofwan, S. S. M. (1980). Civil Law (Legal Liability Part A). Yogyakarta: Seksi Hukum Perdata Fakultas Hukum Universitas Gajah Mada.
- Tutik, T. T. (2008). Civil Law in the National Legal System. Jakarta: Kencana.
- Widiyono, T. (2009). Credit Collateral in financial engineering. Jakarta: Ghalia Indonesia.
- Wantu, Fence M., et al. (2021). "The Law on Plant Protection, an Effort to Save Indonesia's Earth: A Review of International Publications." *International Journal of Modern Agriculture* 10.1, 2021: 867-879.