

Legal Protection Against Creditors On Execution Of Land And Buildings According To Civil Law Perspectives (Decision Study No. 355/Pdt.G/2023/PN.Medan)

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ABSTRACT

The execution of assets by creditors often raises disputes, especially in terms of debtors' rights that are not always well protected. Civil Law regulates the contractual relationship between the Creditor and the Debtor, but in the execution of execution, it is often found that the rights of the Debtor are neglected, especially in the execution of Land and Buildings which are important assets for the Debtor. There are three problems discussed in this Journal, namely, (1) What is the general view of Land and Buildings in Indonesia?, (2) What are the factors that cause Land and Buildings to be executed according to Civil Law? and (3) How to legally protect creditors for the execution of Land and Buildings according to the perspective of Civil Law based on Decision No.355/Pdt.G/2023/PN. Terrain. The type of research is Normative Law, with the nature of Analytical Descriptive Research, The research method used is literature research or document study. The types of data used are primary data and secondary data. In the perspective of Civil Law, the relationship between the Creditor and the Debtor is contractual, where both parties have rights and obligations regulated by the Laws and agreements. Enforcement regulations in the Civil Law in Indonesia need to be strengthened to prevent abuse of rights by creditors, as well as to protect the rights of debtors, especially in terms of land and building execution.

Keywords:

Legal Protection, Creditors, Execution, Civil Law

INTRODUCTION

A. Background

Rapid economic development in recent decades has driven people's need for loans or credit, both for individual and corporate purposes. Land and Buildings are often used as collateral in credit agreements because they have a stable economic value and are easy to execute in the event of default by the Debtor. In this context, it is important for Creditors to obtain legal certainty in adequate protection in the process of executing the guarantee.¹

However, in practice, the process of executing Land and Building guarantees often causes disputes, both between Creditors and Debtors as well as with third parties who feel aggrieved. This is due to the complexity of the rules that govern land in Indonesia, such as the Basic Agrarian Law (UUPA) No. 5 of 1960, as well as other regulations related to land rights, including building use rights, property rights and use rights.² In addition, the Indonesian Land Law system that adopts *the*

¹ Rizka Putri Febritama and Tamaulina Br Sembiring, *A Study of Civil Law on the Implementation of Article 1131 of the Civil Code on Debtor Guarantees in Indonesia*, Indonesia Journal of Law I, No.1, 2024, p. 85.

² Boedi Harsono, *Indonesian Agrarian Law*, Trisakti University, Jakarta, 2015, p. 20.



principle of rechtverkrijging also raises various legal issues related to the status of land ownership and control.

Legal protection for Creditors in the execution of Land and Buildings is very important to ensure that the rights of Creditors are protected and the execution process runs fairly. In the Civil Law, especially the Guarantee Law, it is known that there are special rights for Creditors, such as the right to request execution through the court if the Debtor does not fulfill its obligations. The execution of Land and Buildings as the object of Guarantee must also follow the procedures prescribed by law, including through an execution auction regulated by Law No. 4 of 1996 concerning Dependent Rights.³

In addition to the Civil Law aspect, the execution of Land and Buildings also needs to consider the aspect of Land Law, because in the Indonesian Agrarian Law, land is not only seen as an economic object, but also has a social dimension. Thus, a balance is needed between the protection of the interests of the Creditor and the fulfillment of the rights of the Debtor, including the rights of the community related to the land.

Based on the description above, the author is interested in conducting research in the form of a Journal Proposal with the title "**Legal Protection for Creditors on the Execution of Land and Buildings According to the Perspective of Civil Law (Study of Decision No. 355/Pdt.G/2023/PN.Mdn)**".

B. Problem Formulation

Based on the background description above, the formulation of the problem raised is as follows:

1. What is the general overview of Land and Buildings in Indonesia?
2. What are the factors that cause Land and Buildings to be executed under the Civil Law?
3. What is the legal protection for Creditors for the execution of Land and Buildings according to the perspective of Civil Law based on Decision No. 355/Pdt.G/2023/PN.Mdn?

C. Research Objectives

Based on the formulation of the problem above, this study has the following objectives:

1. To find out an overview of Land and Buildings in Indonesia.
2. To find out the factors that cause Land and Buildings to be executed according to the Civil Law.
3. To find out the legal protection for the Clergy for the execution of Land and Buildings according to the perspective of Civil Law based on Decision No. 355/Pdt.G/2023/PN.Mdn.

D. Research Methods

1. Nature of Research

This research is Descriptive Analytical⁴, with the aim of describing and analyzing the legal protection provided to Creditors based on the perspective of Civil Law, especially in the context of Decision No. 355/Pdt.G/2023/PN. Terrain.

2. Type of Research

The research in writing uses a type of normative law research⁵ that focuses on literature studies to analyze legal norms relevant to the legal protection of creditors in the execution of Land and Buildings.

³ Salim HS, *Development of Guarantee Law in Indonesia*, PT Rajagrafindo Persada, Jakarta, 2020, p. 190.

⁴ Aris Prio Agus Santoso, *Introduction to Civil Law*, Pustaka Baru Press, 2023, p. 1.

⁵ Amiruddin, *Introduction to Legal Research Methods*, PT Rajagrafindo Persada, Depok, 2021, p. 118



3. Data Collection Methods

This research uses library research ⁶ by collecting information from various sources in order to answer the research or achieve a specific goal.

4. Data Type

This study uses the type of Secondary Data⁷ collected and documented by other parties. Secondary data usually includes available sources such as primary legal materials consisting of the Civil Code, UUPA No. 5 of 1960 concerning Land Rights, Law No. 4 of 1996 concerning Dependent Rights, Law No. 10 of 1998 concerning Banking, Law No. 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations. 9 of 1999 concerning Procedures for the Grant and Cancellation of State Land Rights and Management Rights, Regulation of the Minister of Finance No. 27/PMK.06/2016 concerning the Implementation of Auctions and Regulation of the Minister of Finance No. 213/PMK.06/2020 concerning Auctions and secondary legal materials such as literature, books, scientific journals and the internet.

5. Data Analysis

This study uses a qualitative analysis method on secondary data based on concepts, theories, and legislation, to explain the data analysis mechanism. ⁸

E. Literature Review

1. Definition of Legal Protection

Legal protection is a form of protection for certainty that provides a sense of security for those who commit a legal act. Legal protection itself prioritizes the protection of human rights and the legal protection is owned by all Indonesian people in order to get their rights that have been regulated in the Law. With the intention that in legal protection, the community must be protected by law enforcement so that the community has a sense of security, both physically and spiritually as well as protection from others.⁹

In the study of legal protection for creditors, the relevant theory is the theory of legal protection which is divided into preventive legal protection and repressive legal protection.¹⁰

Preventive Legal Protection, refers to efforts to prevent disputes, including through the creation of clear and legal agreements and the use of legal instruments such as dependent rights to guarantee debt repayment. Meanwhile, Repressive Legal Protection includes legal remedies that can be taken when a dispute has occurred, such as the execution of dependent rights by the Creditor when the Debtor defaults. In the case of Land and Building execution, this repressive protection is manifested in the form of execution efforts by the court or through *parate executie*.

2. Definition of Creditors

The creditor is the party that provides the credit or loan and has the right to receive payment from the Debtor for the loan or credit given. Creditors are generally understood as parties who have claims against the Debtor for the fulfillment of obligations, either in the form of debt payments, delivery of goods or other forms of achievement agreed upon in the agreement.¹¹

3. Definition of Land and Building Execution

⁶ Peter Mahmud Marzuki, *Legal Research*, Kencana, Jakarta, 2021, p. 158.

⁷ Amiruddin, *Introduction to Legal Research Methods*, PT Rajagrafindo Persada, Depok, 2021, p. 165

⁸ Tamaulina Br Sembiring, *Research Methods*, PT Mafy Media Literasi Indonesia, West Sumatra, 2023, p. 97

⁹ S. Raharjo, *Progressive Law of an Indonesian Legal Synthesis*, Genta Publishing, Yogyakarta, 2019, p.20.

¹⁰ P. M. Hadjon, *Legal Protection for the Indonesian People*, Bina Ilmu, Surabaya, 1987, p. 3.

¹¹ Subject, *Law of Agreements*, PT Intermasa, Jakarta, 2005, p. 1.



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Execution is the implementation of a court decision that has obtained permanent legal force. What can be executed is a copy of the judgment and *grosse* deed (the first copy of the authentic deed). A *grosse* deed can be executed because it contains an executory title, so a *grosse* deed is equated with a court decision that has obtained permanent legal force, which contains an executory title as well, thus being executive.¹²

Execution is a forced effort by the court to ensure the implementation of a civil decision that is not voluntarily executed by the losing party.¹³

Carrying out a court decision is nothing but carrying out the content of the court decision, namely forcibly implementing the court decision with the help of legal force if the losing party (executed or the defendant) does not want to carry it out voluntarily.¹⁴

A court decision that can be requested for execution by the winning party is a court decision that has permanent legal force. With a note, if the losing party does not voluntarily want to carry out the judgment in question, while what can be requested for execution is only the judgment whose sentence is punishing (*condemnator*), while the *declarator* and constitutive verdict cannot be requested for execution.¹⁵

In a debt relationship where there is an obligation of achievement from the Debtor and a statement of achievement from the Creditor, the legal relationship will be carried out smoothly if each party fulfills its obligations. However, in a debt relationship that can be collected if the Debtor does not fulfill the achievements voluntarily, the Creditor has the right to demand the fulfillment of its receivables (execution rights) against the Debtor's assets used as collateral.¹⁶

In the Land Law, the word "land" is used in a juridical sense, as a meaning that has been given official limits by the Basic Agrarian Law (UUPA).

In Article 4 of Law Number 5 of 1960 concerning Agrarian Principles Regulations, it is explained that on the basis of the right to control from the State as determined there are various rights to the earth's surface, called land, which can be given to and owned by people, either alone or jointly with other people and legal entities.

Thus, it is clear that land in the juridical sense is the surface of the earth verse(1), while the right to land is the right to a certain part of the earth's surface, which is bounded, with two dimensions of length and width.¹⁷

A building in law is defined as a physical structure that is erected on land, usually used for residential, commercial or public facility purposes. Buildings are included in the category of *immovable property* because they are connected to the land on which they stand.¹⁸

In addition, the concept of buildings as immovable objects can also be found in the discussion of Civil Law, especially in literature that discusses the Civil Code (KUHPdata). In the Civil Code, precisely in Article 506, it is explained that buildings are included in the category of immovable objects because of their nature that is connected to the ground.

Legally, the rights to Land and Buildings are often regulated together because buildings are considered attached to the land, and the right to own or use them follows the land in question. For example, in the Basic Agrarian Law No. 5 of 1960 in Indonesia, the right to erect and manage buildings on it is also included.

4. Definition of Civil Law

¹² H. S. Salim, *Development of Guarantee Law in Indonesia*, PT Rajagrafindo Persada, Depok, 2020, p.189.

¹³ Sudikno Mertokusumo, *Indonesian Civil Procedure Law*, Cahaya Atma Pustaka, Yogyakarta, 2013, p. 260.

¹⁴ M. Yahya Harahap, *Civil Procedure Law*, Sinar Grafika, Jakarta, 2021, p. 888.

¹⁵ Rio Chirstiawan, *Guarantee of Dependent Rights*, PT Refika Aditama, Bandung, 2021, p. 40.

¹⁶ Sri Soedewi Masjchoen Sofwan, *Guarantee Law in Indonesia Principles of Individual Guarantee and Guarantee Law*, Liberty Offset, Yogyakarta, 2021, p. 31.

¹⁷ Boedi Harsono, *Indonesian Agrarian Law*, Trisakti University, Jakarta, 2015, p. 18.

¹⁸ Boedi Harsono, *Indonesian Agrarian Law*, Trisakti University, Jakarta, 2015, p. 10.



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Civil Law is a law that regulates the legal relationship between one person and another, by prioritizing personal or individual (individual) interests. Civil Law is also known as Private Law (*privatrecht*) or Civil Law (*civilrecht*).¹⁹

DISCUSSION

A. An Overview of Land and Buildings in Indonesia

Land and Buildings have a strategic role in national development in Indonesia. As a limited resource, land is not only an economic asset but also has high social or cultural value. Therefore, regulations regarding Land and Buildings in Indonesia are strictly regulated in various laws and regulations to ensure justice, legal certainty and benefits for the community.²⁰

1. History of Land and Buildings in Indonesia

The history of land and buildings in Indonesia cannot be separated from the social, cultural and political dynamics that have developed from time to time. Land and Building arrangements have undergone various changes ranging from the pre-colonial, colonial to independence eras, all of which affect the current land system.

However, with progressive agrarian policies, it is hoped that the management of Land and Buildings in Indonesia can provide fairer and more sustainable benefits for the entire community.

2. Legal Basis for Land and Buildings

The land and building system in Indonesia is regulated based on a number of laws and regulations that function to provide legal certainty, justice and fair regulation in the management of resilient resources.

The following are the main legal bases that govern land and buildings in Indonesia:

a. Constitutional Basis Article 33 Paragraph (3) of the 1945 Constitution

"The earth, water and natural resources contained in it are controlled by the state and used to the greatest extent for the prosperity of the people".

b. Basic Agrarian Law (UUPA)

Law No. 5 of 1960 concerning Basic Regulations on Agrarian Principles.

c. Laws Related to Land and Buildings

Law No. 4 of 1996 concerning Dependent Rights.

d. Government Regulation No. 24 of 1997 concerning Land Registration

e. Regulation of Ministers and Related Institutions

Regulation of the Minister of Agrarian and Spatial Planning/Head of BPN

f. Jurisprudence and Court Decisions²¹

The Basis of Land and Building Law in Indonesia reflects an effort to create a balance between the interests of the community, the state and individuals. This regulation continues to develop in line with the dynamics of community needs and national development which aims to provide legal protection, justice and benefits for all parties.

3. Land and Building Registration System in Indonesia

¹⁹ Aris Prio Agus Santoso, *Introduction to Civil Law*, Pustaka Baru Press, 2023, p. 1

²⁰ Boedi Harsono, *Indonesian Agrarian Law*, Trisakti University, Jakarta, 2015, p. 23.

²¹ Boedi Harsono, *Indonesian Agrarian Law*, Trisakti University, Jakarta, 2015, p. 283.



The Land and Building registration system in Indonesia aims to provide legal certainty for Land and Building rights, prevent disputes, and support fair and efficient land management. This system is regulated by various regulations, with the National Land Agency (BPN) as the main implementer.

- a. Legal Basis for Land and Building Registration
 - 1) Law No. 5 of 1960 (UUPA)
 - 2) Government Regulation No.24 of 1997 concerning Land Registration
 - 3) Regulation of the Minister of Agrarian and Spatial Planning/Head of BPN.
- b. Purpose of Land and Building Registration
Land registration aims to:
 - 1) Providing legal certainty and legal protection for land and building owners
 - 2) Increase transparency in land transactions.
 - 3) Prevent disputes or conflicts of land ownership.
 - 4) Provide land data for Development planning.
- c. Types of Land Registration Systems
In Indonesia, land registration is carried out based on the following two systems:
 - 1) Systematic Registration
 - 2) Sporadic Registration
- d. Land Registration Procedure
Land registration involves the following steps:
 - 1) Application Submission
 - 2) Measurement and Boundary Setting
 - 3) Rights Check
 - 4) Issuance of Land Certificate
- e. Land Certificate
Types of land certificates include:
 - 1) Certificate of Ownership (SHM)
 - 2) Building Rights Certificate (SHGB)
 - 3) Certificate of Right to Use
 - 4) Certificate of Right to Use (SHGU)
- f. Digitization of Land Registration
 - 1) Electronic Service of Dependents (HT-el)
 - 2) Land Geographic Information System (SIGP)²²

With the land registration system that continues to be improved and digitalization that is growing, it is hoped that all land plots in Indonesia can be registered so as to provide optimal benefits for the community and support national development.

B. Factors That Cause Land and Buildings to Be Executed According to Civil Law

1. Defaulting Debtors According to Civil Law

Default is a term in Civil Law that refers to the failure or negligence of the debtor to fulfill the obligations as agreed in the agreement. In the context of Civil Law in Indonesia, the provisions on default are regulated in the Civil Code (KUHPerdota).

The Civil Law provides a clear legal basis regarding the form, conditions and consequences of default, including protection for creditors. It is important for the parties to the agreement to understand their rights and obligations in order to prevent default and reduce legal risks.

2. Internal Factors

²² Boedi Harsono, *Indonesian Agrarian Law*, Trisakti University, Jakarta, 2015, p. 285.

In Indonesian Civil Law, the internal factors that cause this execution can occur in relation to the condition of the Debtor, the agreement and the guarantee itself.

Execution of Land and Buildings due to internal factors of the Debtor is rooted in default, financial incapacity, breach of agreement or lack of good faith. Civil Law provides protection to Creditors through instruments such as Dependent Rights and executory titles, so that Creditors can execute Land and Buildings with appropriate procedures. To avoid execution, the Debtor needs to maintain good communication with the Creditors and strive to fulfill their obligations in a timely manner.

3. External Factors

In addition to internal factors related to the Debtor's default or negligence, there are also external factors that can cause Land and Buildings to be executed according to civil law. This external factor comes from conditions beyond the direct control of the Debtor, both related to legal regulations, actions of third parties and certain circumstances that affect the status of Land and Buildings.

External factors that cause the execution of Land and Buildings according to Civil Law include court decisions, government policies, third-party actions and tax obligations. These factors are often beyond the direct control of the Debtor, but still affect the rights to the Land and Buildings it owns. Execution must be carried out in accordance with legal procedures to protect the rights of all parties involved.²³

C. Legal Protection for Creditors on the Execution of Land and Buildings According to the Perspective of Civil Law Based on Decision No. 355/Pdt.G/2023/PN.Mdn.

1. Legal Protection for Creditors According to Civil Law

In the Civil Law system, Creditors have the right to obtain legal protection against the risk of default of the Debtor, especially in the implementation of debt and receivables agreements. This protection aims to ensure that creditors can regain their rights, either in the form of debt payments or the fulfillment of other achievements. The following are the forms of legal protection for Creditors according to the Civil Law:

a. Legal Basis of Creditor Protection

- 1) Article 1234 of the Civil Code, regulates the obligation of the Debtor to fulfill achievements according to the agreement.
- 2) Articles 1131-1132 of the Civil Code, affirm that all assets of the Debtor are general collateral for the Creditor, unless there is a special agreement.
- 3) Law No.4 of 1996 concerning Dependent Rights, provides special protection for Creditors who have Dependent Rights over Land and Buildings.
- 4) The Bankruptcy Law (Law No. 37 of 2004), gives the Creditors the right to file for bankruptcy if the Debtor is unable to pay off its debts.

b. Creditor Rights in Civil Law

1) The Right to Demand Performance

Based on Article 1239 of the Civil Code, the Creditor has the right to demand the Debtor to carry out the achievements as agreed, either in the form of doing something, not doing something or giving something.

If the Debtor fails to fulfill its obligations, the Creditor has the right to demand the fulfillment of achievements through legal channels.

2) Right to Indemnity

²³ Subject, *Civil Procedure Law*, Bina Cipta, Jakarta, 2005. Thing. 8.

If the Debtor defaults, Article 1234 of the Civil Code stipulates that the Creditor is entitled to compensation. This compensation includes real losses (material) and lost profits (immaterial).

3) Right to Debt Security

Article 1131 of the Civil Code stipulates that all assets of the Debtor shall be general collateral for creditors. However, creditors can get more protection through special guarantees such as Dependent Rights, Fiduciary, Mortgage and Lien.

4) Preemption (Privilege)

Article 1132 of the Civil Code gives certain creditors the right to take precedence in repaying debts if the debtor is unable to pay off all of its obligations. Examples of creditors who have privileges include creditors who hold dependent rights or separatist creditors in bankruptcy.

c. Creditor Protection Mechanism in Guarantee Execution

1) Execution of Dependent Rights (Dependent Rights Law)

If the Debtor defaults, the Creditor can execute the security in the form of Land and Building without the need to go through a court lawsuit, as long as the certificate of Dependent Rights includes the executory title. Execution is carried out through direct sales or public auctions by the State Auction Office.

2) Lawsuit to Court

If there is no special guarantee or the Debtor refuses to fulfill the obligation, the Creditor can file a civil lawsuit in court to fulfill the obligation, compensation for the losses suffered or the cancellation of the agreement (Article 1266).

3) Bankruptcy Application (Law No. 37 of 2004) to the Commercial Court.

d. Separatist and Preferential Creditor Rights

e. Preventive efforts to protect creditors.²⁴

2. Case Position

Decision No. 355/Pdt.G/2023/PN.Mdn highlights the legal problems of creditor protection in the implementation of debt guarantee execution. The position of this case includes the conflict between the Creditor's right to obtain repayment through guarantee and the Defendant's right to the object of dispute. The final outcome of this case depends on the evidence of default, the validity of the Right of Dependency and the execution procedure carried out.

3. Analysis of Decision No. 355/Pdt.G/PN.Mdn

Decision No. 355/Pdt.G/2023/PN.Mdn shows the importance of a legal mechanism that protects creditors from the risk of debtor default, while still paying attention to the principle of justice for all parties.

COVER

A. Conclusion

1. Land and Buildings in Indonesia have an important position in legal, social and economic aspects. The legal system that regulates land aims to provide certainty and justice, but still faces implementation challenges. With good management, land and buildings can be assets that support sustainable development and provide legal protection for all parties involved.
2. The factors that cause Land and Buildings to be executed according to the Civil Law, namely internal factors consisting of default by the Debtor, Dependent Rights as collateral and

²⁴ Munir Fuady, *Law on Financing: In Theory and Practice*, Citra Aditya Bakti, 2002, p. 15.



conformity of the agreement and external factors consisting of legal certainty of the object of guarantee, court decisions and market or economic conditions.

3. Legal protection for Creditors for the execution of Land and Buildings according to the perspective of Civil Law based on Decision No. 355/Pdt.G/2023/PN.Mdn reflects legal efforts in protecting the rights of Creditors over the execution of Land and Buildings. Creditors are protected by the provisions of the Civil Law and the Law on Dependent Rights, as long as the execution process is carried out according to legal procedures. The court plays an important role in providing legal certainty, balancing the rights of creditors and debtors, and ensuring that the principle of justice is fulfilled.

B. Suggestion

1. Legal protection for creditors in the execution of Land and Buildings can be strengthened through legal certainty, compliance with procedures, good administrative management, and optimization of the role of the court.
2. Creditors must maintain good communication with the Debtor
3. Utilizing alternative dispute resolution mechanisms to achieve fair and effective resolution.

BIBLIOGRAPHY

- Amiruddin, *Introduction to Legal Research Methods*, PT Rajagrafindo Persada, Depok, 2021.
- Chistiawan, Rio, *Guarantee of Dependent Rights*, PT Refika Aditama, Bandung, 2021.
- Chotidjah, Erna, *Introduction to Banking Law*, Yogyakarta, 2022.
- Gazali S, Djoni, *Banking Law*, Sinar Grafika, Jakarta, 2016.
- Harahap, M.Yahya, *Civil Procedure Law*, Sinar Grafika, Jakarta, 2021.
- Harsono, Boedi, *Indonesian Agrarian Law*, Trisakti University, Jakarta, 2015.
- HS, Salim, *Development of Guarantee Law in Indonesia*, PT Rajagrafindo Persada, Jakarta, 2020.
- M.P, Hadjon, *Legal Protection for the Indonesian People*, Bina Ilmu, Surabaya, 1987.
- Mahmud Marzuki, *Legal Research*, Kencana, Jakarta, 2021.
- Mertokusumo, Sudikno, *Indonesian Civil Procedure Law*, Cahaya Atma Pustaka, Yogyakarta, 2013.
- Munir Fuady, *Law on Financing: In Theory and Practice*, Citra Aditya Bakti, Bandung, 2002.
- Prio Agus Santoso, Aris, *Introduction to Civil Law*, Pustaka Baru Press, 2023.
- Prio Agus Santoso, Aris, *Introduction to Legal Research Methods*, Pustaka Baru Press, Yogyakarta, 2023.
- S, Raharjo, *Progressive Law of an Indonesian Legal Synthesis*, Genta Publishing, Yogyakarta, 2019.
- Sembiring, Tamaulina Br, *Research Methods*, PT Mafy Media Literasi Indonesia, West Sumatra, 2023.
- Sofwan, Sri Soedewi Masjchoen, *Guarantee Law in Indonesia Principles of Individual Guarantee and Guarantee Law*, Liberty Offset, Yogyakarta, 2021.
- Subject, *Law of Agreements*, PT Intermasa, Jakarta, 2005.
- Subekti, *Civil Procedure Law*, Bina Cipta, Bandung, 2002.
- Civil Code (KUHPerduta)
- Basic Agrarian Law (UUPA) Number 5 of 1960 concerning Land Rights
- Law Number 4 of 1996 concerning Dependent Rights
- Law Number 10 of 1998 concerning Banking
- Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations.
- Regulation of the Minister of Agrarian and Spatial Planning / Head of BPN No. 9 of 1999 concerning Procedures for the Grant and Cancellation of State Land Rights and Management Rights



Regulation of the Minister of Finance Number 27/PMK.06/2016 concerning the Implementation of Auctions

Regulation of the Minister of Finance Number 213/PMK.06/2020 concerning Auctions.

Febritama, Rizka Putri, and Tamaulina Br Sembiring. *"Civil Law Studies Towards the Implementation of Article 1131 of the Civil Code on Debtor Guarantees in Indonesia."* Indonesian Journal of Law 1.4, 2024. <<https://jurnal.intekom.id/index.php/inlaw/article/view/392>> accessed on October 14, 2024, at 16.00 WIB.

Dinata, Julian Afendra. *"Legal Protection for Creditors Cancellation of the auction of execution parate by court decision"*. Diss. Master of Notary, 2023. <https://repository.unsri.ac.id/86296/6/RAMA_74201_02011381924379_0001116501_001304821_0_01_front_ref.pdf> accessed on October 16, 2024, at 10:19 p.m.

Fadilah, Naura. *"Legal Protection for Creditors on Application for Cancellation of Auction of Execution of Objects of Dependent Rights"*. Repository.unsri.ac.id. <<https://repository.unja.ac.id/53639/>> accessed on October 14, 2024, at 16.12 WIB.

Utomo, Hatta Isnaini Wahyu. *"Legal Protection for Creditors on Objects Guarantee in the form of a building without land in the perspective of the principle of horizontal separation."* Straits Journal 7.1, 2019, <<https://download.garuda.kemdikbud.go.id/article.php?article=3196685&val=10756&title=Perlindungan%20Hukum%20Bagi%20Kreditur%20Atas%20Obyek%20Jaminan%20Berupa%20Bangunan%20Tanpa%20Tanah%20Dalam%20Perspektif%20Asas%20Pemisahan%20Horizontal>> accessed on October 14, 2024, at 17.02 WIB.

