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# LEGAL CERTAINTY PARATE EXECUTION OF FIDUCIARY GUARANTEES AFTER THE DECISION OF THE CONSTITUTIONAL COURT NUMBER 18/PUU-XVII/2019 (MATERIAL EXAMINATION OF ARTICLE 15 PARAGRAPHS (2) AND (3) LAW NUMBER 42 OF 1999 ABOUT FIDUCIARY GUARANTEE)

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**ABSTRACT**

Companies. Fiduciary provides legal protection to creditors when the debtor is in defaults. The Constitutional Court issued Decision Number 18/PUU-XVII/2019 related to the application for judicial review of Law Number 42 of 1999 on Fiduciary against the constitution or 1945 Republic of Indonesia Constitution. Constitutional Court's Decision No. 18/PUU-XVII/2019 states that the execution of guarantees cannot be carried out unilaterally by creditors, but must be through a District Court decision, unless there is an agreement on breach of contract between the debtor and the creditor and the debtor voluntarily submits the object of fiduciary. In this paper, it is intended to find out how the regulation of parate rights for the execution of fiduciary in Indonesian laws and regulations, the process of implementing parate rights for the execution of fiduciary by creditors who hold fiduciary rights and certainly, how legal certainty and legal protection for finance companies in executing parate of fiduciary execution after the Constitutional Court Decision Number 18/PUU-XVII/2019.

**Keywords:** Fiduciary, Constitutional Court Decision, Debtor's Default

## Introduction

In practice in the implementation of fiduciary guarantees, the obstacles found are if the debtor defaults, which in this case is called a default, while the object of the guarantee is in the control of the debtor, so that it can cause losses to creditors, and to protect this, the Fiduciary Guarantee Law has regulated it in the provisions of Article 15 of Law Number 42 of 1999 concerning Fiduciary Guarantees. Based on the provisions of Article 15 of Law Number 42 of 1999 concerning Fiduciary Guarantees, the executory power in question, can be exercised without going through the courts and is final and binding on the parties to implement the decision. This is corroborated by the existence of a fiduciary guarantee certificate issued by the Fiduciary Registration Office as proof that the creditor is the only recipient of the fiduciary guarantee. The fiduciary guarantee certificate in which it is listed irah-irah "FOR THE SAKE OF JUSTICE BASED ON THE ALMIGHTY GODHEAD" has an executory power that is equated with a court decision that has permanent legal force.

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The object in the case application in the Constitutional Court Decision Number 18/PUU-XVII/2019 in this case is a material test of Article 15 paragraph (1), paragraph (2), paragraph (3) of the Fiduciary Guarantee Law, submitted by the petitioners, namely Apriliani Dewi and Suri Agung Prabowo, based on the provisions of Article 51 paragraph (1) of Law Number 24 of 2003 concerning the Constitutional Court as amended by Law Number 8 of 2011 concerning Amendments to Law Number 24 of 2003 regarding the Constitutional Court (hereinafter referred to as the Constitutional Court Law), the petitioners are parties who consider their constitutional rights and/or authorities to be harmed by the enactment of the law.

Based on civil case No. 345/Pdt.G/2018/PN. Jkt.Sel, the creditor as the recipient of the fiduciary guarantee has applied to the District Court for the debtor to hand over the vehicle which is the object of the fiduciary guarantee, but the application has been rejected by the District Court, in this regard, it is very clear that as the executor of the judicial power, indirectly the Court has made corrections to the executory power contained in the provisions of Law No. 42 of 1999 on Fiduciary Guarantees. Furthermore, after the judge of the South Jakarta District Court handed down a judgment on the case, the creditor took an action that was contrary to the law, namely forcibly withdrawing the object of fiduciary guarantee, just because he felt that the action had been protected by and/or through the provisions of Article 15 paragraph (1) and paragraph (2) of Law Number 42 of 1999 concerning Fiduciary Guarantees.

The case in the decision of the District Court, gives the view that if the provisions in Article 15 paragraphs (1) and (2) of Law No. 42 of 1999 concerning Fiduciary Guarantees are maintained and not reviewed then it can put any person who is domiciled as a debtor in a very legally weak condition because on the one hand the recipient of the fiduciary guarantee feels protected by law, whereas on the other hand, the fiduciary giver does not have the same legal rights and guarantees, even if those rights and guarantees have been fought through the judiciary and/or the courts.

Based on the decision in the Constitutional Court Decision Number 18 / PUU-XVII / 2019, the provisions of Article 15 of Law Number 42 of 1999 concerning Fiduciary Guarantees, it can be concluded that this article is the legal basis that provides legal guarantees and protection for creditors or fiduciary recipients in providing credit to debtors or fiduciary givers. After the Decision of the Constitutional Court of the Republic of Indonesia Number 18/PUU-XVII/2019 has given different meanings to Article 15 paragraphs (2) and (3) of Law Number 42 of 1999 concerning Fiduciary Guarantees.

The Decision of the Constitutional Court Number 18/PUU-XVII/2019 dated January 6, 2020 relating to the judicial review of the Law of the Republic of Indonesia Number 42 of 1999 concerning Fiduciary Guarantees against the 1945 Constitution of the Republic of Indonesia has opened a new chapter and reaped various controversies in the world of finance companies. (Constitutional Court Decision No. 18/PUU-XVII/2019).

The provision of loans (debts) by the creditor to the debtor is based on the belief that the debtor is able to pay off the debt, which in the binding of the debt can be done in writing or orally. This Fiduciary Guarantee is a form of guarantee that was born as an answer to the needs of the

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community for their capital and in fulfilling the needs of daily life (Hudiyanto, Riri L. S., Aji P., & Rija F. B, 2018).

Meanwhile, the Constitutional Court Decision No. 18/PUU-XVII/2019 dated January 6, 2020, according to the author, is actually very deteriorating to the meaning of the agreement between the creditor and the debtor in the fiduciary agreement. This can happen because as it is well known that, the agreement made by each party is valid as a law to the parties who make it (the principle of pacta sunt servanda). In the agreement itself, it has actually been regulated regarding certain requirements if the debtor makes a default or default such as executing the pledged object.

The debtor should comply with the above provisions as stated through Article 30 of Law Number 42 of 1999 concerning Fiduciary Guarantees: "The Fiduciary Grantor must submit the object of the Fiduciary Guarantee in the context of carrying out the execution of the Fiduciary Guarantee." The execution cannot necessarily be carried out immediately but must still follow the procedure for implementing a court decision. As per Article 196 paragraph (3) of the HIR (Herzien Indonesis Reglement) Creditors must apply to the Chief Justice of the District Court through the Civil Registrar in order to be able to execute on the collateral object based on the executory title of the Fiduciary Guarantee Certificate (J. Satrio, 2002).

Subekti defines a covenant as an event in which a person promises to another person or in which two people promise each other with the aim of carrying out something (Subekti, 2001). Meanwhile, R. Setiawan defines a treaty as a legal act in which one or more people bind or bind themselves to one or more people (R. Setiawan, 1987).

The agreement also has some specific requirements. These conditions are stated through the Article of the Civil Code (burgerlijk wetboek voor Indonesie) namely: the existence of a word of agreement; ability to make agreements; the existence of a certain thing; and the existence of lawful causations/causes. Those first and second terms are subjective requirements. Meanwhile, the third and fourth conditions are called objective conditions. The above terms of agreement according to Subekti are the conformity of will between two parties, namely what the first party wants is also the will of the other party, and the two wills want something the same reciprocally. Furthermore, the legal expert added that, with only the mention of "agreeing" without the demand of any form of formality, be it in the form of writing, giving a mark (panjer/down payment), and so on, it can be concluded that if an agreement has been reached, then it is valid that the agreement is valid or has been binding and applies as a law for those who make it (Subekti, 1992).

In addition, J. Satrio once argued that the word agree as a conformity of will between two parties where the two meet each other and the will must be stated. This statement must be a statement that he does want a legal relationship to arise. Thus, the mere existence of a will has not given birth to an agreement because that will must be expressed and for the other party must be understood by that party (J. Satrio, 1993).

Law Number 42 of 1999 concerning Fiduciary Guarantees is a legal umbrella for creditors who in this case are a finance company. Article 1 paragraph (1) of the Financial Services Authority

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Regulation Number 29/POJK.05/2018 concerning the Implementation of a Financing Company Business defines the definition of a finance company, namely: "A Financing Company is a business entity that carries out financing activities for the procurement of goods and/or services." The business activities of the finance company itself are stated in Article 2 paragraph (1) of POJK 29/2018, namely: investment financing, working capital financing, multipurpose financing and/or other financing business activities based on the approval of the Financial Services Authority.

Therefore, based on the descriptions previously stated, a study was conducted with the title "Legal Certainty of Parate Execution of Fiduciary Guarantees after the Constitutional Court Decision Number 18/PUU-XVIII/2019 (Material Test of Article 15 Paragraphs (2) and (3) of Law Number 42 of 1999 concerning Fiduciary Guarantees)".

## Research Methods

This type of research is descriptive normative law, which is legal research carried out through the study of documents or through literature materials by collecting primary legal materials, secondary legal materials and tertiary legal materials (Aminuddin Ilmar). This research is descriptive analytical. In this study, legal principles, basic concepts, and theories in the field of law related to finance companies, fiduciary agreements, defaults, and so on will be presented.

Data collection techniques include several legal materials including: Primary, secondary and tertiary legal materials. Primary data collection is carried out through structured interviews based on interview guidelines that have been compiled and prepared.

## Results and Discussion

### The Position of the Petitioners in the Constitutional Court Decision No. 18/PUU-XVII/2019 Dated January 6, 2020 Regarding the Implementation of The Execution of Fiduciary Guarantees Against Debtors Who Default

Indonesian citizens exercise their right to apply for judicial review of Law No.42 of 1999 concerning Fiduciary Guarantees against the Constitution of the Republic of Indonesia, while those who apply for such testing are as follows:

1. Name : Aprilliani Dewi

Occupation: Self-employed

Address: Jalan H.Wahab II Number 28 A, Jatibening Bekasi, Jawa Barat

Hereinafter referred to as..... Applicant I

2. Name: Suri Agung Prabowo

Occupation: Self-employed

Address: Jalan H.Wahab II Number 28 A, Jatibening Bekasi, Jawa Barat

Hereinafter referred to as..... Applicant II

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Applicant I and Applicant II (hereinafter referred to as "The Petitioners") Number in the case of Constitutional Court Decision No. 18/PUU-XVII/2019 dated January 6, 2020 against the execution of fiduciary guarantees against debtors who default are Indonesian citizens who are constitutionally guaranteed the right to obtain personal, family, honor, dignity, and property protection under their control, entitled to a sense of security and protection from the threat of fear as stipulated in Article 28 letter G paragraph (1) of the 1945 Constitution.

That in this case the Petitioners are husband and wife who are fiduciary grantors in Fiduciary Guarantee Certificate No. w11.01617952.AH.05.01 who suffered losses directly as a result of the withdrawal of the fiduciary object made by the fiduciary beneficiary, so that when the Fiduciary Beneficiary performs an act of withdrawal of the fiduciary guarantee object, the Petitioner as a creditor either directly or indirectly suffers a loss.

That the arbitrary acts committed by the Fiduciary Beneficiary were carried out by means of hiring the services of a debt collector, in order to take over the goods controlled by the Petitioner without going through proper legal procedures. There is some momentum of coercive action, without showing evidence and official documents, without authority, by attacking personal self, honor, dignity and dignity, and threatening to kill the Petitioners.

That for his actions, there is a Decision of the South Jakarta District Court No. 345/PDT.G/2018/PN. Jkt.Sel which states that the act of the Fiduciary Recipient, is an unlawful act. Therefore, the Fiduciary Beneficiary has been sanctioned to pay fines both materiel and immaterial, so that on the basis of these matters the Petitioners feel that the provisions relating to the Execution of Fiduciary Guarantees provided for in the Fiduciary Act need to be tested materially through the Constitutional Court.

**The Subject Matter of the Petitioners' Plea.**

In essence, the Petitioners examined the provisions of Article 15 paragraph (2) and paragraph (3) of the Fiduciary Guarantee Law, which reads as follows:

Article 15 paragraph (2): "The Fiduciary Guarantee Certificate as referred to in paragraph (1) has the same executory power as a court decision that has obtained permanent legal force".

Article 15 subsection (3): "If the Debtor defaults on the promise, the Fiduciary Beneficiary has the right to sell the Object of the Fiduciary Guarantee in his own power".

That article a quo is considered contrary to the provisions of Article 1 paragraph (3), Article 27 paragraph (1), Article 28D paragraph (1), Article 28G paragraph (1), Article 28H paragraph (4) of the 1945 Constitution, which reads as follows:

Article 1 paragraph (3):

The State of Indonesia is a Country of law"

Article 27 paragraph (1):

"All citizens have concurrent positions in law and government and are obliged to uphold that law and government with no exception".

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Article 28D paragraph (1)

"Everyone has the right to fair recognition, assurance, protection and legal certainty and equal treatment before the law".

Article 28G paragraph (1)

"Everyone has the right to the protection of personal self, family, honor, dignity and property under his control, as well as the right to a sense of security and protection from the threat of fear of doing or not doing something that is a human right".

Article 28H paragraph (4):

"Everyone has private property rights and those property rights should not be arbitrarily taken over by anyone"

**Petitioner Pleaded By the Petitioners to the Panel of Judges of the Constitutional Court.**

Based on the description, the Petitioners appealed to the Panel of Judges of the Constitutional Court to decide as follows:

1. Grant the Petitioner's application in its entirety;
2. Declare Article 15 paragraph (2) of Law Number 42 of 1999 concerning Fiduciaries as long as the phrase "executory power" is contrary to the Constitution of the Republic of Indonesia of 1945 as long as it is not interpreted "all legal mechanisms and procedures in the implementation of the execution of the Fiduciary Guarantee Certificate must be carried out and apply equally to the execution of court decisions that have permanent legal force";
3. Declare Article 15 paragraph (2) Law Number 42 of 1999 concerning Fiduciary Guarantees as long as the phrase "is the same as a court decision with permanent legal force" is contrary to the Basic Law of the Republic of Indonesia of 1945 as long as it is not interpreted "in the event that there is a court decision related to the object of the derivative agreement and the main agreement, then the execution of the object of the fiduciary guarantee, refers to the decision of the relevant court;
4. Declare Article 15 paragraph (3) of Law No. 42 of 1999 as long as the phrase "default of promise" is contrary to the 1945 Constitution as long as it is not interpreted "in the case of determination of the existence of an act of "default" can be carried out by the Fiduciary Recipient (Creditor) in the event of legal remedies then through a court decision of permanent legal force."
5. Order the posting of this judgment in the State Gazette of the Republic of Indonesia as appropriate.

**Proof of Letters and Experts Submitted By the Petitioners**

The Petitioners submitted evidence of the letter in the proceedings at the Constitutional Court as follows:

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1. Evidence P-1: Photocopy of Law No.42 of 1999 concerning Fiduciary Guarantees (Statute Book of the Republic of Indonesia of 1999 No. 168. Supplement to the Statute Book of the Republic of Indonesia No. 3889;
2. Evidence P-2: Photocopy of the Constitution of the Republic of Indonesia of 1945;
3. Evidence P-3: Photocopy of Electronic Identity Card (e-KTP) of Applicant I and Applicant II;
4. Evidence P-4: Photocopy of Fiduciary Guarantee Certificate Number W11.01617952.AH.05 dated November 25, 2016;
5. Evidence P-5: Photocopy of the Petitioners' Marriage Book;
6. Evidence P-6: Video recordings and photographs of debt collectors commissioned by fiduciary beneficiaries in an arbitrary manner cursing and threatening to kill Petitioner II;
7. Evidence P-7: Photocopy of South Jakarta District Court Decision Number 345/PDT. G/2018/PN. Jkt.Sel, on a tort suit made by a Fiduciary Beneficiary;
8. Evidence P-8: Photocopy of Photo Of The execution of the object of the fiduciary guarantee made by the Fiduciary Beneficiary.

Whereas the trend of financial service complaints and especially leasing issues in the expert's view can be seen in a case-by-case manner and can also be viewed systemically. Casuistically, it starts with a violation committed by either the creditor or the debtor in that case. However, the expert sees that the cases that occurred departed from the unfairness of regulations, both in the law, maybe also in the OJK regulations, the Ministry of Finance regulations, or other laws, which resulted in an overlap between the existing laws and regulations. One with the other.

The expert questioned why the DPR or the government did not harmonize so that there were no overlapping or colliding laws. In the case of leasing, regarding the withdrawal of the vehicle when the consumer is in arrears or fails to pay, if viewed in a casual and civil manner, it is actually the fault of the consumer, but it is still necessary to look at the background of why the consumer is in arrears.

The expert stated that for consumers who were then unable to pay their bills or in other words bad loans before the fiduciary rule, the way finance companies pulled their vehicles from their consumers was more extreme, such as towing, and even this did not know where it could be used, withdrawn, immediately raised to their truck this is done without showing a fiduciary agreement.

Many consumers do not understand that when they enter into a leasing agreement, he will only lease-purchase, he actually rents his vehicle, every month he has to pay the rent, so when he is in arrears even though he lives for three months, his vehicle must be taken by the creditor. This is an unfair regulation for consumers, on the one hand the consumer has paid the specified advance, but then when he is in arrears in the middle of the road even though the vehicle is about to be paid off, less than two months, one month or whatever, it is mercilessly taken back by its creditors.

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In Indonesia, regulations related to debt collectors or bill collectors have only been issued in the last 3 or 4 years after being urged on. Previously, there were consumers who died because they were beaten by the billing collectors when they collected their bills from their homes, many billing collectors charged the office so that they ransacked the office, so that many consumers ended up being laid off because the bill collector visited them, and some got divorced. And all kinds of humiliation by the collector.

Although the rules have been made and are relatively better, in their implementation there are still many violations, one of which is regarding the down payment in the rules which is 20% to 30%, but in the low field it is never implemented or rarely implemented because in reality credit can be given without a down payment.

Even the experts protested strongly to the OJK and planned to conduct a judicial review, regarding the permission for creditors to provide 0% down payments to consumers with certain conditions. According to the expert, in the service industry it is actually impossible to have a standard agreement, but in the modern service industry as it is today, it is unavoidable to have a standard agreement. The problem is if the standard agreement in the service industry inserts a standard clause, the problem is not the standard agreement but the standard clause.

YLKI once partnered with the National Consumer Protection Agency, in the context of revising or amending the Consumer Protection Law and has been included in the DPR Prolegnas, one of the revised provisions regarding standard clauses and standard agreements. The expert realizes that the implementation of standard agreements is difficult, but this is an instrument to protect consumers when transacting with business actors. In the Netherlands, for example, lower-middle class consumers who transact with developers are accompanied by state lawyers. First, consumers cannot hire lawyers. Second, the consumer cannot understand the agreement so that the state appoints the consumer as a companion so that he is not ensnared by the standard agreement made by the developer.

The expert had a discussion with Prof. Sutan Remy Sjahdeini, and he suggested that the standard agreement be standardized. For example, for financial services, OJK can make a standard agreement template, the contents of the agreement can differ only in the amount of interest and in certain different verses, when the template is the same so this can reduce the potential for smuggling of standard clauses in the standard agreement, resulting in a standard agreement. Fair. On the one hand, we need a standard agreement in the service industry, on the other hand, the content is balanced between taking sides with creditors and taking sides with debtors. Experts criticize the task of regulators, one of which is the establishment of OJK to protect consumers, this is clearly stated in the OJK Law. However, what the Expert knows after the existence of the OJK, the problem of financial service complaints is not going down, but going up. According to experts, OJK's operational costs are obtained from the financial industry, including leasing. How will OJK be fair if all of its operational costs are provided by a party that should be supervised?

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**Petitum Requested by the Government to the Panel of Judges of the Constitutional Court**

Whereas based on the explanations and arguments mentioned above, the Government requests the honorable Chairman/Majes of Judges of the Constitutional Court who examines, decides and adjudicates the petition for review of Article 15 paragraph (2) and paragraph (3) of Law Number 42 of 1999 concerning Fiduciary Guarantees to provide the verdict is as follows:

1. Rejecting the petition for examination of the Petitioners in its entirety or at least declaring the application for examination of the Petitioners inadmissible (niet onvankelijke verklaard);
2. Receive the President's Statement in its entirety;
3. To declare that the Petitioners have no legal standing (Legal Standing);
4. To state the provisions of Article 1 paragraph (3), Article 27 paragraph (1), Article 28D paragraph (1), Article 28G paragraph (1), Article 28H paragraph (4) of the 1945 Constitution of the Republic of Indonesia.

**Expert Statement Aria Suyudi, S. H., L.LM**

**A. Examination of the Fiduciary Guarantee Act**

Whereas based on the Resume of the PUU Case Number 18/PUU-XVII/2019 concerning the Review of Law Number 42 of 1999 concerning Fiduciary Guarantees, the Petitioners have requested several things as follows:

1. Stating Article 15 paragraph (2) of Law Number 42 of 1999 concerning Fiduciary as long as the phrase "executory power" is contrary to the 1945 Constitution of the Republic of Indonesia as long as it does not mean "all legal mechanisms and procedures in the execution of the Fiduciary Guarantee Certificate must be carried out and apply the same as the execution of a court decision that has permanent legal force."
2. Stating Article 15 paragraph (2) of Law Number 42 of 1999 concerning Fiduciary Security insofar as the phrase "equals to a Court Decision with permanent legal force" is contrary to the 1945 Constitution of the Republic of Indonesia as long as it is not interpreted "in the event that there is a court decision regarding the object of the agreement derivatives and the main agreement, then the execution of the object of the fiduciary guarantee shall refer to the relevant court decision";
3. To declare Article 15 paragraph (3) of Law Number 42 of 1999 concerning Fiduciary insofar as the phrase "breach of promise" is contrary to the 1945 Constitution of the Republic of Indonesia as long as it is not interpreted "in terms of determining the existence of an act of "breach of promise" can be carried out by Fiduciary Recipients (Creditors) in the event that there are no objections and take legal remedies, or at least in the case of legal remedies, through court decisions with permanent legal force";

In general, it can be summarized that there are two big things that are disputed by the applicant:

1. That Article 15 paragraph (1) and paragraph (2) which essentially regulates the executorial title on the fiduciary guarantee certificate is removed.

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2. That the phrase for breach of contract in Article 15 paragraph (3) be deleted.

**B. Implications that may arise as a result of the Application.**

That this petition for review is the first time that the constitutionality of the constitutionality of the constitutionality of the stipulation which is given by law to an official document is tested. There are several things that may happen if this decision is granted as follows:

1. The abolition of the executorial power of the fiduciary guarantee certificate Article 15 paragraph (2) stipulates the provision of granting rah-irah for the sake of Justice in the One Godhead, which has executive power or is equal to a court decision with permanent legal force, becomes null and void. It should be understood that the essence of the executive title is the power to be enforced by force with the help of the state. The mechanism for implementing the executive title itself is carried out by asking for permission from the Head of the Court, which is then followed by a security mechanism, until finally followed by confiscation of execution and sale. This means that if this article is omitted, then the fiduciary guarantee holder can no longer apply for execution to the court, and therefore must first obtain a final and binding decision through a default lawsuit against the debtor, before being able to apply for his executorial title.
2. Abolition of the mechanism of execution parate on Fiduciary guarantees The removal of the sentence of default, as long as it is not interpreted "in the case of determination of the existence of an act of "default" can be carried out by the Fiduciary Recipient (Creditor) in the event that there is no objection and pursues legal remedies, or at least in the case of legal remedies then through a court decision of permanent legal force, has the potential to eliminate the main nature of the fiduciary guarantee, i.e. its ease of execution. Consequently, in the event of a default disputed by the Debtor for any reason, the only recourse available is to file a tort suit.
3. The right of the Prior Minister (droit de preference) of the Creditor is not lost, but becomes ineffective, because the process of withdrawing and selling collateral is very likely to have to go through a lawsuit suing the court, to first determine whether the debtor defaults or not.
4. Harmonization of the provisions of the executorial title and execution parate in the JF Law itself and other guarantee instruments provided by the law, for example Law Number 4 of 1996 concerning Mortgage Rights, Civil Procedure Law as long as it is related to the execution of grosse deed in Article 224 HIR. In the body of the JF Law, the provisions for the execution mechanism and the implementation of the executorial title are also spread over several articles, for example Article 29, Article 30 and so on. Cancellation of Article 15 will result in several articles related to the mechanism for implementing fiduciary executions to become dysfunctional. In addition, it needs to be understood that the JF Law is not the only guarantee provision provided by the law with the mechanism of executorial title and execution parate. Law Number 4 of 1996 concerning Mortgage Rights, as well as Article 224 HIR also regulates this matter with more or less the same logic. Declaring the granting of the Executional Title and Execution Parate as unconstitutional in the JF Law

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will logically also result in the same provisions being unconstitutional in other laws.

**Constitutional Rights and/or Authorities That the Applicants Deemed Have Been Harmed By the Application of the Fiduciary Guarantee Law**

Whereas the Petitioners in the quo petition stated that their constitutional rights have been impaired and violated by the enactment of the quo Law, which essentially is as follows:

1. Whereas with the entry into force of the article a quo petitioned by the Petitioners, in fact it has harmed the constitutional rights of the Petitioners. Excessive power and without proper legal mechanism control, by equating the position of the Fiduciary Guarantee Certificate with a court decision with permanent legal force, has resulted in the arbitrary action of the Fiduciary Recipient to carry out the execution of the object of the fiduciary guarantee, even by justifying all kinds of means and without going through any procedures. True law; (vide Repair Application page 5 number 9).
2. That even though there has been a Court Decision related to the dispute between the Giver and the Fiduciary Recipient, the Fiduciary Recipient still ignores it by continuing to withdraw the object of the fiduciary guarantee on January 11, 2019, based on the fact that the Fiduciary Agreement is deemed to have permanent force based on the provisions of the current Article. requested a quo; (vide Revision of Application on page 6 number 12) Whereas Article 15 paragraph (2) and paragraph (3) of the Fiduciary Guarantee Law are deemed to be contrary to Article 1 paragraph (3) Article 27 paragraph (1) and Article 28D paragraph (1), Article 28G paragraph (1) and Article 28H paragraph (4) of the 1945 Constitution with the following provisions:
3. That even though there has been a Court Decision regarding the dispute between the Giver and the Fiduciary Recipient, the Fiduciary Recipient still ignores it by continuing to withdraw the object of the fiduciary guarantee on January 11, 2019, based on the fact that the Fiduciary Agreement is deemed to have permanent force based on the provisions of the current Article. requested a quo; (vide Revision of Application on page 6 number 12) Whereas Article 15 paragraph (2) and paragraph (3) of the Fiduciary Guarantee Law are deemed to be contrary to Article 1 paragraph (3) Article 27 paragraph (1) and Article 28D paragraph (1), Article 28G paragraph (1) and Article 28H paragraph (4) of the 1945 Constitution with the following provisions:

Article 1, paragraph 3)

(3) The State of Indonesia is a state of law

Article 27 paragraph (1)

(1)All citizens are equal before the law and the government and are obliged to uphold the law and the government without exception.

Article 28D paragraph (1)

(1)Everyone has the right to recognition of guarantees, protection and fair legal certainty and equal treatment before the law

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Article 28G paragraph (1)

(1)Everyone has the right to protection of himself, his family, honor, dignity, and property under his control, and has the right to a sense of security and protection from the threat of fear to do or not to do something which is a human right.

Article 28H paragraph (4)

(4) Everyone has the right to have private property rights and such property rights may not be taken over arbitrarily by anyone.

**Statement of DPR RI in Session**

**1. Legal Standing of the Petitioners**

The qualifications that must be met by the Petitioners as Parties have been regulated in the provisions of Article 51 paragraph (1) of the Constitutional Court Law which states that "The Petitioners are parties who consider their constitutional rights and/or authorities to be impaired by the enactment of the law, namely:

a. Individual Indonesian citizens;
b. Customary law community units as long as they are still alive and in accordance with the development of society and the principles of the Unitary State of the Republic of Indonesia as regulated in law;
c. Public or private legal entity; or
d. State institutions.

Whereas with respect to the legal standing of the Petitioners, the DPR RI provides views based on 5 limitations of constitutional losses as follows:

**a. Regarding the existence of the constitutional rights and/or authorities of the Petitioner granted by the 1945 Constitution.**

Whereas the Petitioners argue that they have the constitutional rights and/or authorities given in Article 1 paragraph (3) Article 27 paragraph (1) and Article 28D paragraph (1), Article 28G paragraph (1) and Article 28H paragraph (4) of the 1945 Constitution. Whereas Article 1 paragraph (3) of the 1945 Constitution cannot be used as a touchstone because it regulates that the Indonesian state is a state of law, and does not regulate constitutional rights.

Whereas the Petitioners did not explain clearly in what and how the provisions of Article a quo of the Fiduciary Guarantee Law contradict the 1945 Constitution. 1945, because there is no correlation. Whereas the provisions of Article a quo of the Fiduciary Guarantee Law actually provide arrangements so that there is legal certainty for the parties, both the Fiduciary Giver and the Fiduciary Recipient, in accordance with Article 28D paragraph (1) of the 1945 Constitution.

**b. Regarding the existence of constitutional rights and/or authorities that are considered to have been harmed by the enactment of a law.**

Whereas the Petitioners in their petition did not describe in a concrete way what constitutional

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rights and/or authorities were harmed by the provisions of the quo article.

Whereas the Petitioners in their petition describe the problems, they are experiencing in fact arising from the consequences of the Petitioners themselves being in default of their financing agreement. Whereas the regulation of Article a quo of the Fiduciary Guarantee Law actually provides legal guarantees for both fiduciary givers and fiduciary recipients. The provisions in the quo Law have clearly regulated how the execution of the object of the fiduciary guarantee can be carried out and what the obligations and rights of the parties are. Therefore, no constitutional rights and/or authorities of the Petitioners are harmed by the enactment of the provisions of Article 15 paragraph (2) and paragraph (3) of the Fiduciary Guarantee Law.

**c. Related to the loss of constitutional rights that are specific and actual, or at least potential in nature which according to reasonable reasoning can certainly occur.**

Whereas as explained in point b above, that no constitutional rights and/or authorities of the Petitioners are harmed by the enactment of the provisions of Article 15 paragraph (2) and paragraph (3) of the Fiduciary Guarantee Law.

Whereas because there are no constitutional rights and/or authorities of the Petitioners who are harmed, then no specific and actual or potential losses according to natural reasoning can be ascertained to occur. Whereas the losses suffered by the Petitioners are the implementation in practice resulting from the Petitioners themselves who are in default of their financing agreements.

**d. Regarding the causal relationship (casual verband) between the loss of constitutional rights and the law requested for review.**

Whereas because there are no specific (special) and actual or at least potential constitutional rights and/or authorities of the Petitioners, it is clear that there is no causal verband between the losses argued by the Petitioners and the enactment of the quo Articles.

**e. Regarding the possibility that the petition is granted, the loss of constitutional rights argued for will not or will no longer occur.**

Whereas because there is no causal verband, it is certain that the quo examination will not have any impact on the Petitioners. Thus, it is no longer relevant for the Constitutional Court to examine and decide on the quo petition, because the Petitioners do not have legal standing so that the Constitutional Court should not consider the subject matter of the case.

Whereas based on the descriptions above, with respect to the legal standing of the Petitioners, the Indonesian House of Representatives fully submits to the Honorable Chair/Massile of Constitutional Justices to consider and assess whether the Petitioners have legal standing as regulated in Article 51 paragraph (1) of the Law concerning the Constitutional Court and the Decision of the Constitutional Court Number 006/PUU-III/2005 and the Decision Number 011/PUU-V/2007 concerning the parameters of constitutional losses.

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## Examination of Article 15 paragraph (2) and paragraph (3) of the Fiduciary Guarantee Law

### General perspectives

That the fiduciary guarantee that has been used in Indonesia since the Dutch colonial era as a form of guarantee that was born from jurisprudence. This form of guarantee is widely used in lending and borrowing transactions because the loading process is considered simple, easy, and fast, but it does not guarantee legal certainty. So that the formation of this law is intended to accommodate the needs of the community regarding the arrangement of Fiduciary Guarantees as a means to assist business activities and to provide legal certainty to interested parties.

Whereas the a quo Law is intended to accommodate the needs of the community regarding the arrangement of Fiduciary Guarantees as a means to assist business activities and to provide legal certainty to interested parties. Therefore, in order to meet the growing needs of the community, according to the Law a quo, the object of Fiduciary Security is given a broad definition, namely movable objects, tangible or intangible, and immovable objects that cannot be encumbered with mortgage rights as stipulated in the Law. -Law Number 4 of 1996 concerning Mortgage Rights (UU Mortgage Rights).

### Views on the subject of the application

Whereas as a continuation of the registration of the Fiduciary Guarantee, the Fiduciary Guarantee Certificate is issued in the form of a grosse deed and has a special characteristic, because it contains irah-irah "FOR JUSTICE BASED ON THE ALMIGHTY GOD", which means that it has the same executive power as a Court Decision that already has the power permanent law (Vide Article 15 of the Fiduciary Guarantee Law).

Whereas based on the provisions of Article 15 paragraph (3) of the a quo Law, it is stated that if the debtor breaks his promise, then the fiduciary recipient has the right to sell the object that is the object of the fiduciary guarantee in his own power. That the arrangement must have provided legal protection and guarantees for the parties where the new fiduciary recipient has the right to the object of the fiduciary guarantee if the fiduciary giver or debtor is in breach of contract. In the executorial/parate power, the execution has a direct meaning that it can be carried out without going through a court and is final and binding on the parties to implement the decision. Parate execution arrangement is an execution agency arrangement aimed at derogating formal legal provisions, which A. Pitlo and P.A. Stein is said to be a “buiten het terrein der rechtverordering” (outside the jurisdiction of the procedural law).

Whereas in carrying out the execution of the fiduciary guarantee, it has been regulated in Article 29 paragraph (1) and paragraph (2) of the Fiduciary Guarantee Law, furthermore in Article 30 of the Fiduciary Guarantee Law, it is obligatory for the fiduciary giver to submit the object that is the object of the fiduciary guarantee in the context of implementing the guarantee execution. Fiduciary, and in the Elucidation of Article 30 of the Fiduciary Guarantee Law states "in the event that the Fiduciary Giver does not hand over the object that is the object of the Fiduciary Security at the time of execution, the Fiduciary Recipient has the right to take the

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object that is the object of the Fiduciary Guarantee and if necessary can request assistance from the competent authorities.". So that what the Petitioners argue for is not legally grounded because it is clear that the provisions in the quo Law have provided legal protection and certainty for both the fiduciary giver and the fiduciary recipient.

**Expert of the Constitutional Court**

Prof. Dr. Sutan Remy Sjahdeini, S.H., FCBARb,

**Definition of "FIDUSIA"**

That according to law. Prior to the enactment of Law Number 42 of 1999 concerning Fiduciary Guarantees, the notion of "fiduciary" was based on jurisprudence originating from the Dutch Hoge Raad, namely "Bierbrouwerij Arrest" on January 25, 1929 NJ 1929,616. Then the Arrest Hoger Raad was followed by "Hoogerechtshof Arrest" with a decision dated August 8, 1932 No. 136 known as the "Bataafsche Petrolium Maatschaappij Arrest". Since the Arrest of Hoogerechtshof in 1932, the fiduciary guarantee applies in Indonesia. However, in order to meet the legal needs that can further spur national development and to guarantee legal certainty and be able to provide legal protection for interested parties, the Indonesian legislators (the Government and the DPR), issued Law Number 42 of 1999 concerning Fiduciary Guarantees. . Based on Law Number 42 of 1999 concerning Fiduciary Guarantees, Article 1 number 1 provides a definition of "fiduciary" as follows: Fiduciary is the transfer of ownership rights to an object on the basis of trust provided that the object whose ownership rights are transferred remains in the control of the owner of the object.

**Object of Fiduciary Guarantee**

a. Law Number 42 of 1999 does not confirm the types of objects whose ownership rights can be transferred on the basis of trust as referred to in Article 1 number 1 JF.

b. However, in practice, Fiduciary Recipients only receive fiduciary guarantee rights for fiduciary objects in the form of movable goods.

c. Meanwhile, if the goods are fixed goods, for example land and everything that is on the land, the creditor prefers (that is what always happens in banking practice), to receive fixed goods as collateral for debt with a mortgage bond.

d. Meanwhile, if in the form of a ship weighing more than 20 M3 and an airplane, the Creditor will receive these objects as credit collateral with a mortgage bond as permitted by Indonesian law.

e. That a fiduciary object in practice is only applied to movable property (not fixed property) is also in accordance with the decision of the Supreme Court of the Republic of Indonesia dated September 1, 1971, which states that only movable objects can be used as objects of fiduciary security.

**Creditor's Rights on Fiduciary Guaranteed Items**

a. To sell objects that are objects of collateral for their own power.

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b. The right to sell gives the creditor an absolute right to sell the fiduciary object without a court decision.

c. The meaning is indeed not wrong, but provided that the fiduciary object has been voluntarily submitted by the fiduciary giver to the fiduciary recipient (creditor).

d. For various reasons/reasons, the fiduciary recipient (creditor) is prohibited from forcibly taking the fiduciary object from the hands of the fiduciary giver (debtor).

e. "Eigenrichting" cannot be justified in a legal state like Indonesia as Article 1 paragraph (3) of the 1945 Constitution stipulates that "Indonesia is a state of law"

f. Fiduciary Beneficiaries (Creditors) can enforce their rights by not committing "acts of vigilantism" (eigenrichting), Fiduciary recipients (Creditors) are required to go the path prescribed in Article 196 and Article 197 of the HIR, which is to apply for the execution of the Fiduciary Certificate to the Chief Justice of the District Court.

g. In the event that a Fiduciary Recipient (Creditor) submits a fiduciary execution to the Chief Justice as referred to above, then before deciding whether or not a Fiduciary Certificate can be executed, it is required for the court to first examine and decide.

h. If the Fiduciary Grantor has indeed voluntarily surrendered the fiduciary object to the Fiduciary Recipient (Creditor), then the Fiduciary Recipient (Creditor) in exercising his power to sell the fiduciary object on his own power is bound by several provisions specified in Law No. 42/1999

**Implications of Constitutional Court Decision No. 18/PUU-XVII/2019 on the Mechanism for Executing Fiduciary Guarantees**

The Constitutional Court pronounced the judgment of the case for a material test against the Fiduciary Law. The Decision of the Constitutional Court No. 18/PUU-XVII/2019 granted the Petitioners' application in part and stated several phrases along with their explanations in Article 15 paragraph (2) paragraph (3) of the Fiduciary Law contrary to the 1945 Constitution. The phrases in question are, namely, the phrase "executory power" is the same as the judgment of a court of permanent legal force regulated in Article 15 paragraph (2) and the phrase "injury of promises" contained in Article 15 paragraph (3) of the Fiduciary Law.

The decision of the Constitutional Court Number 18/PUU-XVII/2019 has juridical implications that in the implementation of the execution of fiduciary guarantees, the meaning of 'promise injury' must be agreed upon by both parties. 'Promise injury' should not be interpreted unilaterally by creditors. The 'promise injury' must be seen whether there are any objections between the two sides, because so far the promise injury has been determined unilaterally by the creditor. If there are still objections to the debtor, then they must follow the applicable legal procedure, which is to file a lawsuit with the court. This provides legal protection to the debtor, so that the creditor does not act arbitrarily in carrying out the execution of the object of the fiduciary guarantee.

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After the Constitutional Court Decision No. 18/PUU-XVII/2019 the fiduciary beneficiary or the fiduciary beneficiary creditor may not carry out his own execution (parate execution) but must submit an application for implementation to the District Court. Parate execution can be carried out if there is an agreement on the injury of the promise that has been determined in advance and the debtor is willing to voluntarily surrender the object of the fiduciary guarantee. The Constitutional Court's ruling stated that not all executions of fiduciary bail objects must be carried out through the courts. Not all withdrawals of the object of guarantee must be made through the courts; because it will result in the handling of the case of execution of the object of fiduciary guarantee in addition to that many other cases must be resolved by the court.

In addition, somasi is a step that must be taken by the Creditor in the event that the Debtor commits a "promise injury" or "default" as specified in Article 1238 of the Criminal Code. A debtor is only said to be in default if he has been granted a somasi by the creditor or Bailiff. The somasi has been carried out at least three times by the creditor or Bailiff. If the somasi is not heeded, then the creditor has the right to take the matter to court. And it is the court that will decide, whether the debtor defaults or not. The decision of the Constitutional Court Number 18/PUU-XVII/2019 certainly also raises pros and cons, especially in the juridical implications of understanding the power of the executory title on the possibility of widespread testing of The Law of the Republic of Indonesia Number 4 of 1996 concerning Dependent Rights ("Dependent Rights Law"). If a similar understanding is used to test the Dependent Rights Law, it will certainly also have implications for the auction business process, because the auction of the object of the dependent rights guarantee is categorized as an execution auction, as is the fiduciary guarantee execution auction.

## Conclusion

1. That the executory power contained in the Fiduciary Guarantee Certificate under Law No. 42 of 1999 concerning Fiduciary Guarantees has executory power equivalent to a court decision that has permanent legal force, while what is meant by executory power is to carry out the execution or sale of the object of the fiduciary guarantee on its own power without going through court proceedings in accordance with the execution of the fiduciary guarantee.
2. That the Decision of the Constitutional Court Number 18/PUU-XVII/2019 related to Article 15 paragraph (2) and paragraph (3) of Law Number 42 of 1999 concerning Fiduciary Guarantees, has not been in accordance with the principle of legal certainty.
3. That the future arrangements for the implementation of the parate execution of the object of fiduciary guarantee after the Decision of the Constitutional Court Number 18/PUU-XVII/2019, namely based on the provisions of Article 15 paragraph (2) of Law Number 42 of 1999 concerning Fiduciary Guarantees, which in this case can be implemented if there has been an agreement between the creditor and the debtor regarding the existence of a default or default.

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## Suggestion

1. The government represented by the Financial Services Authority needs to make arrangements regarding financing agreements or credit agreements by forming regulations related to the standard standards of the clauses of financing agreements or credit agreements.
2. The Government needs to establish a special Institution outside the Court that has duties, functions and authorities related to the execution of fiduciary guarantees, so that the process of completing the execution of fiduciary guarantees can run effectively and efficiently and in accordance with the applicable legal corridors.
3. Business Actors (Financing Companies) must immediately adjust the clauses contained in the Credit Agreement or Financing Agreement in order to be able to conform and accommodate with the norms mentioned in the Constitutional Court Decision Number 18 / PUU-XVII / 2019.

**Bibliography**

Asshiddiqie, Jimly, (2010), Models of Constitutional Testing in Various Countries, Jakarta: Sinar Grafika.

Cresswell, (2015), Qualitative Research and Research Design, Choosing Among Five Approaches, Print l, Yogyakarta: Student Library.

HS, Salim, Contract Law (Agreements, Loans and Grants), (Jakarta: Sinar Grafika, 2015).

HS, Salim HS, Introduction to Civil Law, (Jakarta: Sinar Grafika, 2006).

H.U Adil, 2016, Fundamentals of Business Law Edition 2, Jakarta: Mitra Wacana Media.

Country, Book II, Cet. Ninth, Jakarta: Pustaka Sinar Harapan.

Isnaeni, Moch, Introduction to the Law of Treasury Guarantee (Surabaya: Revka Petra Media, 2016).

J, Satrio, (2002), Treasury Guarantee Rights, fourth cet, Bandung: PT Citra Aditya Bakti.

Jeddawi, H. Munir, (2012), State Administrative Law, Yogyakarta, Total Media.

Cashmere, Banking Management, (PT. Raja Grafindo Persada, 2004), Cet. 8, Ed, Fourth.

Khairandy, Ridwan, (2013), Indonesian Contract Law in Comparative Perspective (Part One), Yogyakarta: FH UII PRESS;

Kholdin, M.,(2005), Problems of Execution of Dependent Rights Certificates, Togyakarta: Laksbang.

Laksminath A., & M. Sridhar, (2003), Ramswamy Iyer'sThe Law of Torth, (New Delhi: Butterworths.

Manurung, Debora R. N. N. (2015). "Legal Protection of Debtors Against Parate Execution of Fiduciary Guarantee Objects". Journal of Legal Opinion Law. Vol.3,(Ed.2), pp 1-7.

Marzuki, Peter M., (2005), Legal Research, 1st Printing, Jakarta, Kencana.

Meliala, Syamsudir A Qiram, (2005), Rent and Purchase in Theory and Practice, Yogyakarta: Liberty.

Mertokusumo, Sudikno, (2006), Indonesian Civil Procedure Law, Yogyakarta: Liberty.

Munir Fuady, 2013, Debt Guarantee Law, Jakarta: PT Erlangga.

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ISSN 1533-9211
DOI 10.5281/zenodo.7088855

M. Hardjon, Philipus, (1994), Study of Normative Law, Surabaya: Research Center for Legal Development, Faculty of Law, Universitas Airlangga.

Muljadi, Kartini and Gunawan Widjaja, (2003), Perikatan In General, Jakarta: PT. King Grafindo Persada.

Prajitno, Andreas Albertus Andi, Fiduciary Law, (Malang: Selaras Malang, 2010).

Ritzer, G., & Goodman, Douglas, J., (2009), Sociological Theory and Classical Sociological Theory to the Development of Postmodern Social Theory, Yogyakarta, Discourse Creation.

Rivai, Veithzal, (2008), Islamic Financial Management, Jakarta: Grafindo persada.

Salam, Burhanuddin, (1997), Social Ethics, Jakarta: Rineka Cipta.

Salman, HR Otje S. & Anton F. Susanto, (2005), Legal Theory (Remembering, Collecting and Reopening), Bandung: Refika Aditama.

Sutiyoso, Bambang, Procedural Law of the Constitutional Court of the Republic of Indonesia, (Bandung: Citra Aditya Bakti, 2006), P. 120.

Riri L., Hudiyanto, S., Aji P., & Rija F. B., (2018), Study of Consumer Protection in the Financial Services Sector Strengthening Consumer Protection in the Use of Fiduciary Guarantees, Jakarta: Financial Services Authority.

Sembiring, Sentosa, (2000), Banking Law, Bandung: Mandar Maju.

Setiawan, Ridwan, (1994), Principles of Perikatan Law, Bandung: Binacipta.

Soekanto, Soerjono, (2008), Introduction to Legal research, Jakarta: UI Press.

Soekanto, Soerjano and Sri Mamudji, (2011), "Normative Legal Research, A Brief Overview", 13th printing, Jakarta, PT. King Grafindo Persada.

Sofwan, Sri Soedewi Masjchoen. Some Problems in the Implementation of Institutions, Especially Fiduciaries in Practice and Implementation in Indonesia. (Jakarta: Faculty of Law, Gajah Mada University, 1997).

Subekti, (1992), Bunga Rampai Ilmu Hukum, Bandung: Alumni.

Subekti, (2001), Principles of Civil Law, Jakarta: PT Intermasa.

Soedewi, Sri Masjchoen Sofwan, (2000), Civil Law: The Law of Things, Yogyakarta: Liberty.

Wairocana, I Gusti Ngurah, (2008), Implementation of Good Governance in Regional Legislation, Scientific Oration, Bali: Faculty of Law, Udayana University.

Subagiyo, Dwi Tatak, (2018), Dissertation: The Nature of the Legal Position of Debtors During Mastering fiduciary Jamina Objects, Surabaya: University of August 17.

Law Number 24 of 2003 concerning the Constitutional Court.

Law Number 48 of 2009 concerning Judicial Power.

Law Number 42 of 1999 concerning Fiduciary Guarantees.

The decision of the Constitutional Court Number 18/PUU-XVII/2019 relates to the Testing of Law Number 42 of 1999.

Police Chief Regulation Number 8 of 2011 concerning Securing the Execution of Fiduciary Guarantees.

Financial Services Authority Regulation Number 29/POJK.05/2014 concerning the Implementation of Financing Company Business.