

Fiduciary Enforcement Following Constitutional Court Decision No. 2/PUU-XIX/2021 at Astra Sedaya Finance Surabaya Branch

Arik Laksono^{1*}, Jonaedi Efendi²

¹ariklaksono2@gmail.com, ²jonaediefendi@ubhara.ac.id

Faculty of Law, Universitas Bhayangkara Surabaya, Indonesia

ABSTRACT

Fiduciary security enforcement in Indonesia has undergone significant legal changes following Constitutional Court Decisions No. 18/PUU-XVII/2019 and No. 2/PUU-XIX/2021, particularly concerning contractual default, voluntary surrender of collateral, and judicial enforcement. However, discrepancies between constitutional requirements and financing companies' collection practices continue to raise concerns about legal certainty and debtor protection. This study examines the legal framework governing fiduciary security enforcement following Decision No. 2/PUU-XIX/2021 and investigates its implementation, mechanisms, and practical challenges at PT Astra Sedaya Finance, Surabaya Branch 1. Employing normative-empirical (socio-legal) legal research, the study combines statutory and conceptual analysis with a case study supported by legal documents and an interview with a company legal representative. The findings indicate that the Constitutional Court decisions preserve creditors' executorial rights while requiring judicial enforcement when default is disputed and debtors refuse voluntary surrender. The company's reported procedures involve payment notifications, negotiations, collection activities, and alternative enforcement mechanisms. Nevertheless, challenges persist, including debtor noncompliance, financial difficulties, disputed defaults, and risks associated with external debt collectors. Although these procedures reflect elements of the constitutional framework, comprehensive compliance cannot be independently established from the available evidence. The study emphasizes the importance of clearer enforcement procedures, documented debtor consent, and stronger oversight of collection practices to balance creditors' legal certainty with debtors' constitutional protections.

Keywords: *Constitutional Court Decisions, Debtor Protection, Fiduciary Security Enforcement, Financing Companies, Legal Certainty*

Eksekusi Jaminan Fidusia Pascaputusan Mahkamah Konstitusi Nomor 2/PUU-XIX/2021 pada Astra Sedaya Finance Cabang Surabaya

ABSTRAK

Pelaksanaan eksekusi jaminan fidusia di Indonesia mengalami perubahan hukum yang signifikan setelah Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 dan Nomor 2/PUU-XIX/2021, khususnya mengenai penentuan wanprestasi, penyerahan objek jaminan secara sukarela, dan pelaksanaan eksekusi melalui pengadilan. Namun, kesenjangan antara ketentuan konstitusional dan praktik penagihan perusahaan pembiayaan masih menimbulkan persoalan kepastian hukum dan perlindungan debitur. Penelitian ini bertujuan menganalisis pengaturan hukum eksekusi jaminan fidusia pasca Putusan Mahkamah Konstitusi Nomor 2/PUU-XIX/2021 serta mengkaji penerapan, mekanisme, dan hambatannya pada PT Astra Sedaya Finance Cabang Surabaya 1. Penelitian menggunakan metode hukum normatif-empiris dengan pendekatan sosiolegal yang menggabungkan analisis peraturan perundang-undangan, konsep hukum, dan studi kasus berdasarkan bahan hukum serta wawancara dengan perwakilan bagian legal perusahaan. Hasil penelitian menunjukkan bahwa kedua putusan Mahkamah Konstitusi tetap mempertahankan hak eksekutorial kreditur, dengan mensyaratkan mekanisme pengadilan apabila terjadi perselisihan mengenai wanprestasi dan debitur menolak menyerahkan objek jaminan secara sukarela. Prosedur perusahaan yang dilaporkan meliputi pemberitahuan tunggakan, negosiasi, penagihan, dan mekanisme eksekusi alternatif. Hambatan yang ditemukan mencakup ketidakpatuhan debitur, kesulitan keuangan, perselisihan wanprestasi, serta risiko keterlibatan penagih eksternal. Meskipun prosedur tersebut mencerminkan unsur ketentuan konstitusional, kepatuhan secara menyeluruh belum dapat dipastikan berdasarkan bukti yang tersedia. Penelitian ini menegaskan pentingnya kejelasan prosedur eksekusi, dokumentasi persetujuan debitur, dan pengawasan penagihan guna menyeimbangkan kepastian hukum kreditur dengan perlindungan konstitusional debitur.

Kata kunci: *Eksekusi Jaminan Fidusia, Kepastian Hukum, Perusahaan Pembiayaan, Perlindungan Debitur, Putusan Mahkamah Konstitusi*

INTRODUCTION

Growing financial needs and limited purchasing capacity have increased public reliance on financing institutions, particularly leasing companies, to acquire goods and support business activities. Financing contributes to economic development by facilitating investment, employment, and the circulation of goods and services. In Indonesia, fiduciary security plays an essential role in securing these transactions by allowing debtors to retain possession of collateral while granting creditors priority in debt repayment. Under Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia, fiduciary security covers tangible and intangible movable property and certain immovable property that cannot be encumbered with mortgage rights. Articles 11 and 13 require fiduciary security registration, while Article 15 governs its executorial authority. Although this arrangement promotes financing accessibility and legal certainty, unequal bargaining positions and inadequate debtor protection remain significant concerns.¹

Fiduciary enforcement becomes problematic when debtors fail to fulfill their obligations and refuse to surrender collateral voluntarily. Creditors generally initiate persuasive measures, including payment reminders and negotiations, before pursuing enforcement under applicable legal procedures. However, repossession practices have sometimes involved debt collectors, namely external agents appointed to recover outstanding payments or collateral, who act without adequate procedural safeguards. Such practices may undermine debtors' rights and conflict with financing companies' standard operating procedures (SOPs). The Financial Services Authority (OJK) recorded 4,528 complaints involving multifinance companies in 2023, of which approximately 23%, or 1,055 complaints, concerned debt collector conduct.² Although these figures represent broader industry complaints, they demonstrate the practical importance of strengthening accountability in financing collection practices.

The Constitutional Court addressed these concerns through Decision No. 18/PUU-XVII/2019, which reviewed Article 15, paragraphs (2) and (3), of the Fiduciary Security Law, followed by Decision No. 2/PUU-XIX/2021. The decisions established that contractual default (*cidera janji*) cannot be determined unilaterally by creditors and must be based on an agreement between the parties or an appropriate legal process. Where default is disputed and the debtor refuses voluntary surrender, enforcement must follow procedures applicable to the execution of a final and binding

¹ T. Muhammad Ali Bahar et al., "Contractual Obligations in Financing with Fiduciary Security in Indonesia in the Context of Justice," *Lex Scientia Law Review* 7, no. 1 (June 1, 2023), <https://doi.org/10.15294/lesrev.v7i1.69318>.

² Rika Anggraeni, "OJK: Perilaku Debt Collector Leasing Jadi Pengaduan Tertinggi Pada 2023," *Bisnis.com*, 2024, <https://finansial.bisnis.com/read/20240313/89/1748875/ojk-perilaku-debt-collector-leasing-jadi-pengaduan-tertinggi-pada-2023>.

court judgment. Decision No. 2/PUU-XIX/2021, delivered on August 31, 2021, reaffirmed that district court enforcement constitutes an alternative when the conditions for enforcement without judicial intervention are absent. These safeguards reflect constitutional protections under Articles 28G(1) and 28H(4) of the 1945 Constitution.

Nevertheless, the decisions have generated debate concerning their practical implications. Creditors may face prolonged recovery procedures and legal uncertainty, while debtors may contest default or refuse collateral surrender by invoking constitutional protections.³ These circumstances expose a fundamental tension between efficient debt recovery and procedural fairness. The central legal problem therefore concerns the potential inconsistency between constitutional requirements and their implementation by financing companies, particularly when enforcement involves external debt collectors. Examining this relationship is essential to determining whether institutional procedures adequately protect debtors while preserving creditors' legitimate enforcement rights.

Previous studies have examined creditors' legal certainty following the Constitutional Court decisions,⁴ contractual default clauses and enforcement obstacles,⁵ and disparities between fiduciary security and mortgage enforcement.⁶ Other investigations have addressed debtor protection involving third-party collectors and company-level repossession practices following both decisions.⁷⁸ However, empirical research systematically examining the alignment between company enforcement procedures and the Constitutional Court's requirements, particularly concerning external collectors, remains limited. This gap is relevant to broader

³ Nurul Ma'rifah, "Kepastian Hukum Terhadap Kreditur Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Nomor 2/PUU-XIX/2021," *Notary Law Journal* 1, no. 2 (April 29, 2022): 204–26, <https://doi.org/10.32801/nolaj.v1i2.23>; Nur Putri Hidayah et al., "Modeling the Contract and Execution Fiduciary on Constitutional Court Decision," *Journal of Human Rights, Culture and Legal System* 3, no. 1 (May 8, 2023): 95–108, <https://doi.org/10.53955/jhcls.v3i1.76>; Jamie Armadi Jaya et al., "The Disparity of Legal Certainty in Fiduciary Guarantee Execution Following the Constitutional Court Decision Number 18/PUU-XVII/2019 Based on a Comparative Study with Mortgage," *Privet Social Sciences Journal* 6, no. 6 (June 1, 2026), <https://doi.org/10.55942/pssj.v6i6.1913>.

⁴ Ma'rifah, "Kepastian Hukum Terhadap Kreditur Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Nomor 2/PUU-XIX/2021."

⁵ Hidayah et al., "Modeling the Contract and Execution Fiduciary on Constitutional Court Decision."

⁶ Jaya et al., "The Disparity of Legal Certainty in Fiduciary Guarantee Execution Following the Constitutional Court Decision Number 18/PUU-XVII/2019 Based on a Comparative Study with Mortgage."

⁷ I Putu Baladeva Vidyasagara, I Nyoman Putu Budiarta, and Putu Ayu Sriasih Wesna, "Legal Protection for Debtors for the Execution of Fiduciary Guarantee Objects," in *Proceedings of the 3rd International Conference on Business Law and Local Wisdom in Tourism (ICBLT 2022)* (Paris: Atlantis Press SARL, 2023), 460–69, https://doi.org/10.2991/978-2-494069-93-0_55.

⁸ Kris Juliantika, "Eksekusi Jaminan Fidusia Berdasarkan Pelaksanaan Titel Eksekutorial Di Bank Mandiri Tunas Finance Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Putusan Mahkamah Konstitusi Nomor 2/PUU-XIX/2021," *Lex LATA* 5, no. 2 (June 24, 2023): 250–259, <https://doi.org/10.28946/lexl.v5i2.2376>.

scholarship demonstrating how constitutional decisions influence enforcement mechanisms and the importance of judicial oversight.⁹

Addressing this gap, the present study examines PT Astra Sedaya Finance, Surabaya Branch 1, to assess how constitutional requirements are reflected in institutional enforcement practices. Its novelty lies in integrating normative analysis of fiduciary enforcement with an empirical examination of the company's reported procedures, including default determination, debtor notification, voluntary surrender, external collection, and judicial enforcement. This approach provides a focused assessment of the relationship between formal legal protections and their practical implementation within a financing institution.

Two research questions guide the study. First, how is fiduciary security enforcement against defaulting debtors regulated following Constitutional Court Decision No. 2/PUU-XIX/2021? Second, how are fiduciary enforcement mechanisms implemented at PT Astra Sedaya Finance, Surabaya Branch 1, and what obstacles affect their application? The analysis employs four theoretical perspectives. Contract law provides the principles of *pacta sunt servanda*, good faith, and proportionality.¹⁰¹¹ Property law explains fiduciary security rights and *parate execution*,¹²¹³ while constitutional law addresses due process, procedural fairness, and property protection. Law and economics further clarifies the implications of enforcement requirements for financing efficiency and legal certainty.

The study contributes to legal scholarship and practice by identifying potential gaps between constitutional standards and company enforcement procedures. Its findings may inform regulatory improvements, strengthen debtor protection, support creditors' legal certainty, and guide financing companies in aligning their SOPs and external collection practices with constitutional requirements. The article proceeds through a literature review, research methodology, analysis of fiduciary enforcement regulations and their implementation at PT Astra Sedaya Finance, and conclusions with policy recommendations.

⁹ Maharani 'Ainul Qolbi Fadhilah and Sugiharto, "Comparative Perspectives on Asset Forfeiture as a Mechanism for Recovering State Losses from Corruption," *DE RECHT (Journal of Police and Law Enforcement)* 4, no. 2 (2026): 56–77, <https://ejournal.fh.ubhara.ac.id/index.php/derecht/article/view/442>.

¹⁰ Miftah Arifin, "Membangun Konsep Ideal Penerapan Asas Iktikad Baik Dalam Hukum Perjanjian," *Jurnal Ius Constituendum* 5, no. 1 (May 13, 2020): 66–82, <https://doi.org/10.26623/jic.v5i1.2119>.

¹¹ H. S. Salim, *Hukum Kontrak Teori Dan Teknik Penyusunan Kontrak* (Jakarta: Sinar Grafika, 2003).

¹² M. Yahya Harahap, *Ruang Lingkup Permasalahan Eksekusi Bidang Perdata* (Sinar Grafika, 2014).

¹³ J. Satrio, *Hukum Jaminan Hak Jaminan Kebendaan Fidusia* (Bandung: Citra Aditya Bakti, 2002).

LITERATURE REVIEW

Execution refers to the compulsory enforcement of a final and binding court judgment when the obligated party fails to comply voluntarily. Under Article 195 of the *Herzien Inlandsch Reglement* (HIR) and Article 206 of the *Reglement voor de Buitengewesten* (RBg), judicial execution falls within the authority of the district court.¹⁴ Its effectiveness remains essential to legal certainty, although enforcement may encounter practical obstacles arising from unclear judgments and implementation difficulties.¹⁵¹⁶ Fiduciary security presents a distinct legal issue because creditors have traditionally possessed authority to enforce collateral without prior judicial intervention, creating tension between efficient recovery and procedural protection.

Fiduciary security originates from the Roman concept of *fides*, meaning trust, and the Dutch doctrine of *Fiduciaire Eigendom Overdracht*, which concerns the transfer of ownership based on trust. Initially recognized under Undang-Undang Nomor 16 Tahun 1985 tentang Rumah Susun, it was comprehensively regulated through Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia. Under Article 1, fiduciary security grants creditors priority while allowing debtors to retain possession of collateral. Classical doctrine describes fiduciary arrangements as a juridical transfer of ownership. However, Usman (2021) characterizes the transfer as nominal because its principal function is securing repayment.¹⁷ Article 25 further establishes that fiduciary security terminates when the secured obligation is discharged, the creditor releases the security interest, or the collateral is destroyed. These principles clarify the legal basis and limitations of creditors' enforcement rights.

Constitutional Court Decision No. 18/PUU-XVII/2019 introduced a conditional interpretation of Article 15, paragraphs (2) and (3), and the elucidation of paragraph (2). The Court determined that contractual default must be established through agreement between the parties or an appropriate legal process. Where default is disputed and the debtor refuses voluntary surrender, enforcement must follow procedures applicable to final court judgments. This interpretation reflects constitutional protections concerning personal security and property under Articles

¹⁴ Harahap, *Ruang Lingkup Permasalahan Eksekusi Bidang Perdata*.

¹⁵ Hasan et al., "Tinjauan Yuridis Terhadap Proses Eksekusi Dalam Penyelesaian Sengketa Tanah Di Indonesia," *Jurisprudentie : Jurusan Ilmu Hukum Fakultas Syariah Dan Hukum* 12, no. 2 (December 31, 2025): 356–65, <https://doi.org/10.24252/jurisprudentie.v12i2.64250>.

¹⁶ Daulika Sausan Zahra Nabila and Marjo Marjo, "The Issue of Execution Process in Civil Procedure Law in Indonesia," *International Journal of Multicultural and Multireligious Understanding* 11, no. 5 (May 7, 2024): 18, <https://doi.org/10.18415/ijmmu.v11i5.5772>.

¹⁷ Rachmadi Usman, "Makna Pengalihan Hak Kepemilikan Benda Objek Jaminan Fidusia Atas Dasar Kepercayaan," *Jurnal Hukum Ius Quia Iustum* 28, no. 1 (January 1, 2021), <https://doi.org/10.20885/iustum.vol28.iss1.art7>.

28G(1) and 28H(4) of the 1945 Constitution.¹⁸ Decision No. 2/PUU-XIX/2021 reaffirmed these requirements while clarifying that judicial enforcement remains an alternative when the conditions for enforcement without court intervention are absent. Creditors therefore retain executorial authority when default has been appropriately established and collateral is surrendered voluntarily.¹⁹

Academic debate concerning these decisions centers on three issues. The first involves the legal relationship between *parate execution* and executorial authority. Budi (2020) argues that the Court incorrectly associated these concepts, effectively restricting *parate execution* while preserving the executorial title.²⁰ Rumawi et al. (2022) emphasize the legal conditions for determining default and exercising enforcement authority,²¹ while Res (2021) identifies similar doctrinal inconsistencies in mortgage enforcement.²² These differences demonstrate continuing uncertainty concerning the relationship between substantive security rights and their enforcement procedures.

The second issue concerns debtor protection. Satya and Winanti (2023) argue that the decisions conditionally restricted *parate execution* without fully resolving legal uncertainty for debtors.²³ Their findings suggest that inconsistent judicial interpretations and enforcement practices may undermine constitutional safeguards. The third issue concerns creditors' legal certainty. Ma'rifah (2022) identifies increased uncertainty when debtors contest default or refuse collateral surrender.²⁴ Jaya et al. (2026) highlight disparities between fiduciary security and mortgage enforcement,²⁵ while Wardani (2024) argues that differing requirements may increase recovery costs

¹⁸ Avicenna Abdurrahman, "Implementasi Pengendalian Internal Berdasarkan Coso Framework Dan Good Corporate Governance Terhadap Kinerja Perusahaan," *Jurnal Ilmiah Mahasiswa Akuntansi* 10, no. 1 (2021): 1–10, <https://doi.org/10.33508/jima.v10i1.2779>.

¹⁹ Ma'rifah, "Kepastian Hukum Terhadap Kreditor Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Nomor 2/PUU-XIX/2021."

²⁰ Antonius Nicholas Budi, "Abolition of Parate Executie as a Result of Constitutional Court Ruling Number 18/PUU-XVII/2019," *Jurnal Hukum Dan Peradilan* 9, no. 2 (July 30, 2020): 255, <https://doi.org/10.25216/jhp.9.2.2020.255-274>.

²¹ Rumawi Rumawi et al., "Parate Executie Dalam Fidusia Menurut Ratio Decidendi Putusan Mahkamah Konstitusi," *Jurnal Konstitusi* 19, no. 3 (August 30, 2022): 554–79, <https://doi.org/10.31078/jk1933>.

²² Redi Res, "Implementation of Parate Executie Object of Liability," *Journal of Human Rights, Culture and Legal System* 1, no. 1 (March 30, 2021), <https://doi.org/10.53955/jhcls.v1i1.6>.

²³ Bhatara Eri Satya and Atik Winanti, "Debtors Legal Certainty Post Constitutional Court's Decision No 18/PUU-XVII/2019 Concerning Parate Execution for Fiduciary Guarantee Objects," *JCH (Jurnal Cendekia Hukum)* 9, no. 1 (2023): 28–42, <https://doi.org/10.3376/jch.v9i1.752>.

²⁴ Ma'rifah, "Kepastian Hukum Terhadap Kreditor Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Nomor 2/PUU-XIX/2021."

²⁵ Jaya et al., "The Disparity of Legal Certainty in Fiduciary Guarantee Execution Following the Constitutional Court Decision Number 18/PUU-XVII/2019 Based on a Comparative Study with Mortgage."

and delays, supporting the need for legislative reform.²⁶ Together, these perspectives reveal the continuing tension between efficient enforcement, equality before the law, and protection against arbitrary repossession.

Empirical studies provide further insight into these challenges. Hidayah et al. (2023) report that contractual default clauses are commonly established in fiduciary agreements, but enforcement becomes difficult when debtors dispute default or refuse voluntary surrender, encouraging persuasive negotiations.²⁷ Vidyasagara et al. (2023) examine third-party collection under powers of attorney and identify concerns regarding debtor protection during repossession.²⁸ Juliantika (2023), through interviews at a financing company in Palembang, finds that existing collection procedures continued after the Constitutional Court decisions, including warning letters, negotiations, and certified collectors, while judicial enforcement remained an alternative.²⁹ Reported obstacles included debtors changing addresses and collateral losing value or being transferred to third parties. Bahar et al. (2023) further identify unequal bargaining power and limited debtor awareness as broader challenges to fairness in fiduciary financing.³⁰

Three research gaps emerge from this literature. First, the legal status of *parate execution* and the practical interpretation of agreement on default remain contested. Second, empirical studies systematically assessing the alignment of company enforcement procedures with Decision No. 2/PUU-XIX/2021 remain limited, particularly concerning default determination, voluntary surrender, and judicial intervention. Third, the legal responsibilities associated with external debt collectors require further examination because their involvement directly affects creditor accountability and debtor protection. Addressing these gaps, this study integrates normative legal analysis with an examination of enforcement procedures reported at PT Astra Sedaya Finance, Surabaya Branch 1, to evaluate their consistency with constitutional requirements and identify practical enforcement challenges.

²⁶ Kusuma Wardani, "Parate Execution After the Indonesian Constitutional Court's Judicial Review of Fiducia Law and Mortgage Law," *Global Legal Review* 4, no. 1 (April 29, 2024): 55, <https://doi.org/10.19166/glr.v4i1.6628>.

²⁷ Hidayah et al., "Modeling the Contract and Execution Fiduciary on Constitutional Court Decision."

²⁸ Vidyasagara, Budiarta, and Wesna, "Legal Protection for Debtors for the Execution of Fiduciary Guarantee Objects."

²⁹ Juliantika, "Eksekusi Jaminan Fidusia Berdasarkan Pelaksanaan Titel Eksekutorial Di Bank Mandiri Tunas Finance Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Putusan Mahkamah Konstitusi Nomor 2/PUU-XIX/2021."

³⁰ Bahar et al., "Contractual Obligations in Financing with Fiduciary Security in Indonesia in the Context of Justice."

RESEARCH METHODOLOGY

This study employs a normative-empirical (socio-legal) research design integrating doctrinal legal analysis with an examination of fiduciary security enforcement practices. The normative component evaluates legislation, Constitutional Court decisions, and legal doctrines, while the empirical component examines their implementation at PT Astra Sedaya Finance, Surabaya Branch 1, through interview evidence. This integration enables an assessment of the legal requirements following Constitutional Court Decision No. 2/PUU-XIX/2021 and their practical application within a financing institution.³¹

The research applies statutory, conceptual, and case approaches. The statutory approach examines Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia, particularly Articles 15 and 30, Peraturan Otoritas Jasa Keuangan Nomor 35/POJK.05/2018, and relevant constitutional provisions. The conceptual approach addresses fiduciary security, contractual default, *parate execution*, legal certainty, and debtor protection. The case approach analyzes Constitutional Court Decisions No. 18/PUU-XVII/2019 and No. 2/PUU-XIX/2021 alongside the enforcement practices reported at PT Astra Sedaya Finance, Surabaya Branch 1, as a single organizational case study.³² Both decisions are examined within the same legal system, making a comparative law approach unnecessary.

The research uses primary and secondary legal materials alongside empirical information. Primary materials comprise Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia, Peraturan Otoritas Jasa Keuangan Nomor 35/POJK.05/2018, the *Herzien Inlandsch Reglement* (HIR), the *Reglement voor de Buitengewesten* (RBg), the 1945 Constitution, and both Constitutional Court decisions. Secondary materials include legal textbooks, scholarly articles, and relevant academic literature. Empirical information derives from an interview with Ananda Gultom, a legal department representative of PT Astra Sedaya Finance, Surabaya Branch 1, concerning the company's collection procedures, fiduciary enforcement mechanisms, and operational challenges.

Data were collected through legal document examination and an interview. Documentary examination focused on statutory provisions, judicial decisions, and relevant legal doctrines. The interview explored procedures for notifying debtors, issuing summonses, conducting negotiations, and determining appropriate enforcement mechanisms. Particular attention was given to the distinction between

³¹ Tunggul Ansari Setia Negara, "Normative Legal Research in Indonesia: Its Originis and Approaches," *Audito Comparative Law Journal (ACLJ)* 4, no. 1 (February 2, 2023): 1–9, <https://doi.org/10.22219/aclj.v4i1.24855>.

³² Sarah Crowe et al., "The Case Study Approach," *BMC Medical Research Methodology* 11, no. 1 (December 27, 2011): 100, <https://doi.org/10.1186/1471-2288-11-100>.

enforcement through an executorial title following acknowledged default and voluntary surrender, and judicial enforcement when default is disputed and the debtor refuses to surrender the collateral.

The study employs qualitative legal analysis through systematic interpretation and deductive reasoning. The applicable legal provisions and Constitutional Court decisions are examined to establish requirements concerning contractual default, voluntary surrender, and judicial intervention. These standards are then applied to the enforcement procedures described in the interview to assess their consistency with constitutional requirements, particularly regarding debtor protection and creditors' legal certainty. The analysis distinguishes reported institutional practices from independently verified legal compliance. As the empirical evidence concerns one informant at a single financing company branch, the findings provide context-specific legal insights without supporting statistical generalization across the financing industry.

RESULT AND DISCUSSION

The enforcement of fiduciary security in Indonesia underwent significant legal changes following Constitutional Court Decisions No. 18/PUU-XVII/2019 and No. 2/PUU-XIX/2021. Previously, Article 15, paragraphs (2) and (3), of Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia granted executorial authority to fiduciary security certificates, allowing creditors to enforce collateral when debtors failed to fulfill their contractual obligations. This mechanism was intended to ensure efficient debt recovery and legal certainty. However, the absence of clear procedures for determining default and obtaining possession of collateral created opportunities for unilateral enforcement, particularly through the involvement of debt collectors.³³³⁴

Constitutional Court Decision No. 18/PUU-XVII/2019 introduced a conditional interpretation of Article 15, paragraphs (2) and (3), and the elucidation of paragraph (2). The Court determined that contractual default could not be established unilaterally by creditors and must instead be based on an agreement between the parties or a legal process establishing that default has occurred. Where default remains disputed and the debtor refuses to surrender the collateral voluntarily, enforcement must follow procedures equivalent to those governing the execution of final and binding court

³³ Ma'rifah, "Kepastian Hukum Terhadap Kreditur Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Nomor 2/PUU-XIX/2021."

³⁴ Rumawi et al., "Parate Executie Dalam Fidusia Menurut Ratio Decidendi Putusan Mahkamah Konstitusi."

judgments. These conditions limit arbitrary repossession while preserving the legal function of fiduciary security certificates.³⁵

The Court's reasoning reflects the constitutional protection of personal security and property under Articles 28G(1) and 28H(4) of the 1945 Constitution. Although creditors possess legitimate security interests, those interests do not confer unrestricted authority to seize property from debtors. This distinction is particularly important because fiduciary collateral ordinarily remains in the debtor's possession throughout the financing period. The enforcement process must therefore respect procedural fairness and prevent creditors from exercising their rights through coercive measures that disregard the debtor's legal position.³⁶³⁷

Constitutional Court Decision No. 2/PUU-XIX/2021 reaffirmed this interpretation on August 31, 2021, clarifying that judicial enforcement is an alternative mechanism when the conditions for enforcement without court intervention are absent. Accordingly, creditors may pursue enforcement under the applicable fiduciary framework when default has been properly established and the debtor voluntarily surrenders the collateral. When these conditions are disputed and voluntary surrender is refused, creditors must seek enforcement through the district court. The second decision therefore reinforced the interpretation established in Decision No. 18/PUU-XVII/2019 without eliminating the executorial authority of fiduciary security certificates.³⁸³⁹

These developments can be examined through contract law, property law, and constitutional principles. Under *pacta sunt servanda*, debtors remain obligated to fulfill their financing agreements, while good faith and proportionality require creditors to exercise enforcement rights fairly. An agreed default clause provides a contractual basis for identifying nonperformance but does not independently justify coercive repossession when enforcement is contested.⁴⁰⁴¹ From a property law perspective, fiduciary security grants creditors a security interest while allowing debtors to retain

³⁵ Budi, "Abolition of Parate Executie as a Result of Constitutional Court Ruling Number 18/PUU-XVII/2019."

³⁶ Abdurrahman, "Implementasi Pengendalian Internal Berdasarkan Coso Framework Dan Good Corporate Governance Terhadap Kinerja Perusahaan."

³⁷ Usman, "Makna Pengalihan Hak Kepemilikan Benda Objek Jaminan Fidusia Atas Dasar Kepercayaan."

³⁸ Jefferson Hakim Manurung, "Pelaksanaan Eksekusi Jaminan Fidusia Pasca Putusan MK NO: 18/PUU-XVII/2019 Dan PUTUSAN MK NO: 2/PUU-XIX/2021," *Jurnal Hukum Bisnis Bonum Commune* 5, no. 2 (July 31, 2022): 181–93, <https://doi.org/10.30996/jhbbs.v5i2.6661>.

³⁹ Syadzwin Hindun Nabila, "Kekuatan Eksekutorial Sertifikat Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor: 18/PUU-XVII/2019 Dan Putusan Mahkamah Konstitusi Nomor: 2/PUU-XIX/2021," *PATTIMURA Legal Journal* 1, no. 3 (November 13, 2022): 240–47, <https://doi.org/10.47268/pela.v1i3.7513>.

⁴⁰ Arifin, "Membangun Konsep Ideal Penerapan Asas Iktikad Baik Dalam Hukum Perjanjian."

⁴¹ Salim, *Hukum Kontrak Teori Dan Teknik Penyusunan Kontrak*.

possession of the secured property. Consequently, the efficiency associated with *parate execution* must be reconciled with the procedural safeguards governing its implementation.⁴²

This relationship also raises questions concerning the doctrine of abuse of rights. Creditors may possess valid claims, yet their enforcement conduct may exceed lawful boundaries when accompanied by intimidation, excessive pressure, or unauthorized seizure. The use of external debt collectors makes these concerns particularly relevant because collection activities may directly affect the debtor's property and personal security. The legitimacy of enforcement therefore depends on whether the creditor exercises its rights within the applicable contractual and constitutional limits.^{43,44}

Academic debate continues regarding the consequences of these decisions. Budi (2020) questions aspects of the Court's interpretation of *parate execution*,⁴⁵ while Rumawi et al. (2022) emphasize the significance of its legal reasoning.⁴⁶ Ma'rifah (2022) identifies potential uncertainty for creditors,⁴⁷ and Jaya et al. (2026) highlight differences between fiduciary security and mortgage enforcement.⁴⁸ From a law and economics perspective, judicial intervention may increase recovery costs and delay enforcement, while uncontrolled repossession can generate litigation, reputational damage, and further disputes.⁴⁹ The constitutional framework seeks to balance these competing interests by preserving efficient enforcement where legally permissible and requiring judicial oversight when disputes arise.

The combined effect of the decisions is therefore a more clearly conditioned enforcement mechanism. Creditors retain their rights to recover outstanding obligations, while debtors receive protection against unilateral default determinations and coercive repossession. The effectiveness of this framework ultimately depends on how financing companies translate these legal requirements into their collection and enforcement procedures.

⁴² Usman, "Makna Pengalihan Hak Kepemilikan Benda Objek Jaminan Fidusia Atas Dasar Kepercayaan."

⁴³ Bahar et al., "Contractual Obligations in Financing with Fiduciary Security in Indonesia in the Context of Justice."

⁴⁴ Vidyasagara, Budiarta, and Wesna, "Legal Protection for Debtors for the Execution of Fiduciary Guarantee Objects."

⁴⁵ Budi, "Abolition of Parate Executie as a Result of Constitutional Court Ruling Number 18/PUU-XVII/2019."

⁴⁶ Rumawi et al., "Parate Executie Dalam Fidusia Menurut Ratio Decidendi Putusan Mahkamah Konstitusi."

⁴⁷ Ma'rifah, "Kepastian Hukum Terhadap Kreditur Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Nomor 2/PUU-XIX/2021."

⁴⁸ Jaya et al., "The Disparity of Legal Certainty in Fiduciary Guarantee Execution Following the Constitutional Court Decision Number 18/PUU-XVII/2019 Based on a Comparative Study with Mortgage."

⁴⁹ Wardani, "Parate Execution After the Indonesian Constitutional Court's Judicial Review of Fiducia Law and Mortgage Law."

Implementation of Fiduciary Security Enforcement at PT Astra Sedaya Finance, Surabaya Branch 1

The findings from PT Astra Sedaya Finance, Surabaya Branch 1, indicate that the company applies a graduated collection mechanism based on the duration of payment delinquency and the debtor's response. The process involves telephone reminders, direct visits, written warnings, negotiations, possible financing restructuring, and collateral recovery. These measures are intended to encourage repayment before more intensive enforcement becomes necessary.

The original case study identifies three categories of problematic financing. Accounts overdue for approximately 8 to 30 days are generally handled by Account Receivable Handling Officers (ARHO), who contact debtors, conduct field visits, and assess payment commitments. Accounts overdue for 31 to 60 days are managed by Account Receivable Repossession Officers (ARRO), who undertake further collection and recovery measures. Accounts overdue for more than 61 days are assigned to Recovery Management Officers (REMO), potentially involving external collection parties. These classifications organize collection responsibilities according to the progression of arrears. However, an administrative classification of delinquency does not independently establish the legal conditions required for repossession under the Constitutional Court decisions.⁵⁰

The reported collection process begins approximately three days before an installment becomes due and continues through telephone reminders until seven days after the payment deadline. If the debtor remains unresponsive, field collection may occur between the eighth and thirtieth days. Written notifications are reportedly issued at several stages, including SP 1 around the seventh day, SP 2 around the tenth day, and SP 3 around the fifteenth day after the due date. These letters are signed by management and delivered by collection personnel, who request acknowledgment of receipt. The notification mechanism reflects the requirement under Article 47 of Peraturan Otoritas Jasa Keuangan Nomor 35/POJK.05/2018 concerning written warnings. Nevertheless, the original study does not reproduce the warning letters, preventing an independent assessment of their contents and full regulatory compliance.

Further collection efforts may involve an Account Officer (AO), particularly between approximately the twenty-first and thirty-fifth days after the due date. The AO seeks payment commitments, conducts negotiations, and may coordinate additional recovery measures. Unresolved accounts can subsequently be processed through ARRO personnel, including preparation of a Surat Keputusan Penanganan (SKP), supervisory authorization, and referral to recovery management. Although some operational periods overlap in the original account, the procedures indicate a

⁵⁰ Hidayah et al., "Modeling the Contract and Execution Fiduciary on Constitutional Court Decision."

progressive collection system that increases intervention as payment difficulties continue.

The company also recognizes financing adjustments through *rescheduling*, *reconditioning*, and *restructuring*. Rescheduling modifies the payment timetable, reconditioning adjusts certain contractual requirements, and restructuring changes the financing arrangement to improve repayment prospects. These measures may be considered when debtors demonstrate good faith but experience financial difficulties. However, the original study indicates that they are used infrequently because of concerns regarding their effects on company finances. From the perspective of good faith and proportionality, reasonable restructuring may support repayment while reducing unnecessary collateral recovery. Its implementation nevertheless depends on the debtor's circumstances and the relevant contractual requirements.

Ananda Gultom, a member of the legal department of PT Astra Sedaya Finance, Surabaya Branch 1, explained that the company's reported enforcement procedure incorporates notification, summons or direct communication, negotiation, and differentiated enforcement mechanisms. Where the parties establish default and the debtor voluntarily agrees to surrender the collateral, enforcement may proceed under the fiduciary security framework. When default is disputed and the debtor refuses voluntary surrender, the reported procedure directs the company toward judicial enforcement. This distinction indicates institutional recognition of the requirements established by Constitutional Court Decision No. 2/PUU-XIX/2021.

Negotiation is particularly important because it allows creditors and debtors to clarify their obligations and consider mutually acceptable settlements. The original study also identifies privately negotiated collateral sales as a possible settlement mechanism. Such arrangements must comply with applicable requirements concerning the sale of fiduciary collateral and the distribution of proceeds. Agreement on default and voluntary surrender cannot replace the separate legal requirements governing the disposal of secured property.

The company reportedly cooperates with external collection parties, including entities organized as cooperatives, particularly in difficult recovery situations. Their involvement may assist communication and recovery efforts, but it also raises questions concerning authorization, professional conduct, and accountability. Appointment by a financing company does not independently authorize collectors to repossess collateral through coercion. Their activities remain subject to applicable regulations and the constitutional limitations governing enforcement.⁵¹

⁵¹ Vidyasagara, Budiarta, and Wesna, "Legal Protection for Debtors for the Execution of Fiduciary Guarantee Objects."

Overall, the case study demonstrates a reported collection mechanism involving escalating administrative procedures, negotiations, and alternative enforcement pathways. Although these practices reflect elements of the post-decision legal framework, the existence of internal procedures alone does not establish that every enforcement action complies with the law. Their legality must be assessed against the requirements governing default, voluntary surrender, and judicial intervention.

Legal Compliance, Debtor Protection, and Challenges in Fiduciary Security Enforcement

Assessing the enforcement practices of PT Astra Sedaya Finance, Surabaya Branch 1, requires distinguishing between the existence of collection procedures and their compliance with applicable legal requirements. The principal considerations include the determination of default, adequacy of written warnings, voluntary surrender of collateral, involvement of external collectors, and judicial enforcement when disputes arise. These elements determine whether the company's reported practices provide an appropriate balance between creditor certainty and debtor protection.

The first concern involves contractual default. Although the company classifies delinquent accounts according to the duration of arrears, such classifications do not independently authorize collateral repossession. Under the Constitutional Court's interpretation of Article 15 of Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia, default must be established in accordance with the parties' agreement or through an appropriate legal process. Where the debtor disputes default and refuses voluntary surrender, judicial enforcement becomes necessary. Internal collection policies must therefore operate within these legal conditions.⁵²

The second concern relates to notification and the protection of debtor rights. Article 47 of Peraturan Otoritas Jasa Keuangan Nomor 35/POJK.05/2018 requires written warnings containing relevant information about outstanding obligations. The reported SP 1, SP 2, and SP 3 procedures indicate that the company provides formal notifications before pursuing further recovery measures. However, because the underlying letters were not presented in the research materials, their compliance with all regulatory requirements cannot be conclusively established. Similarly, voluntary surrender must represent genuine debtor cooperation without intimidation or unlawful pressure. The existence of arrears or the presence of collection personnel cannot independently establish consent to repossession.⁵³

The involvement of external debt collectors introduces additional legal responsibilities. Article 48 of Peraturan Otoritas Jasa Keuangan Nomor

⁵² Hidayah et al., "Modeling the Contract and Execution Fiduciary on Constitutional Court Decision."

⁵³ Rumawi et al., "Parate Executie Dalam Fidusia Menurut Ratio Decidendi Putusan Mahkamah Konstitusi."

35/POJK.05/2018 establishes requirements concerning outsourced collection, including cooperation agreements, the legal status of collection providers, and professional certification. Financing companies remain responsible for collection activities conducted on their behalf. The reported involvement of third parties in difficult recovery cases therefore requires appropriate authorization and supervision. However, the original study does not provide cooperation agreements, personnel certification records, or verified incidents involving specific collectors. Consequently, the available evidence neither establishes full compliance nor demonstrates that particular regulatory violations occurred.

The legal protection of debtors also extends to the execution and sale of recovered collateral. Articles 50 to 52 of the regulation address enforcement requirements, available sale mechanisms, documentation, and the treatment of sale proceeds. These provisions must be considered alongside the Constitutional Court decisions, particularly where disputed default prevents enforcement without judicial intervention. In addition, any privately negotiated sale must satisfy the applicable requirements governing fiduciary collateral. Because the case study does not provide individual repossession records or calculations of sale proceeds, compliance at these subsequent stages cannot be independently verified.

These concerns can be understood through the doctrine of abuse of rights. A creditor's entitlement to repayment and collateral enforcement does not justify intimidation, coercive seizure, or disregard for procedural safeguards. Good faith and proportionality require enforcement measures to remain consistent with their legitimate contractual purpose. At the same time, constitutional protection does not release debtors from valid repayment obligations. The legal framework seeks to prevent arbitrary enforcement while preserving creditors' ability to recover legitimate claims.⁵⁴⁵⁵

The case study identifies several obstacles to resolving problematic financing, including unresponsive debtors, financial difficulties, unsuccessful payment negotiations, and resistance to surrendering collateral. The original account also indicates that debtors may invoke Constitutional Court decisions when challenging proposed repossession. Such objections can complicate recovery, particularly when the parties disagree over default. Nevertheless, reliance on constitutional protections cannot automatically be interpreted as debtor bad faith. Whether an objection is justified must be assessed according to the financing agreement and applicable legal requirements.

⁵⁴ Arifin, "Membangun Konsep Ideal Penerapan Asas Iktikad Baik Dalam Hukum Perjanjian."

⁵⁵ Bahar et al., "Contractual Obligations in Financing with Fiduciary Security in Indonesia in the Context of Justice."

Restructuring provides a possible response to financial difficulties, although the company reportedly applies it selectively because of concerns regarding financing performance. This reflects the practical tension between immediate recovery and preserving the contractual relationship. From a law and economics perspective, judicial enforcement may increase recovery costs and delay asset realization, while coercive repossession creates risks of litigation, consumer complaints, and reputational harm. Clear contractual terms, documented collection procedures, and proportionate settlement measures can help manage these competing interests.⁵⁶⁵⁷

The findings are consistent with previous empirical research. Hidayah et al. (2023) identify difficulties associated with disputed default and the importance of persuasive collection.⁵⁸ Vidyasagara et al. (2023) emphasize debtor protection when third-party collectors participate in repossession,⁵⁹ while Juliantika (2023) documents the use of warning letters, negotiations, and collection personnel in fiduciary enforcement.⁶⁰ The present study extends this discussion by examining how the reported procedures at PT Astra Sedaya Finance, Surabaya Branch 1, relate to the conditions established by the Constitutional Court. Its contribution lies in identifying the distinction between operational collection practices and the legal requirements governing their implementation.

Nevertheless, the empirical findings are limited to information obtained from one legal department representative at a single company branch. The original manuscript does not provide verified statistics concerning repossession cases, successful enforcement, debtor complaints, or disputed enforcement outcomes. Nor does it present the underlying SOP documents, warning letters, or external collection agreements for independent examination. Therefore, the available evidence cannot support statistical generalizations or a definitive conclusion that all enforcement activities comply with the law.

Overall, the reported practices indicate that PT Astra Sedaya Finance, Surabaya Branch 1, has incorporated collection stages and enforcement alternatives that correspond with important elements of the Constitutional Court's framework. However, legal compliance ultimately depends on how these procedures are implemented in individual cases. Effective protection requires clear determination of

⁵⁶ Ma'rifah, "Kepastian Hukum Terhadap Kreditur Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Nomor 2/PUU-XIX/2021."

⁵⁷ Wardani, "Parate Execution After the Indonesian Constitutional Court's Judicial Review of Fiducia Law and Mortgage Law."

⁵⁸ Hidayah et al., "Modeling the Contract and Execution Fiduciary on Constitutional Court Decision."

⁵⁹ Vidyasagara, Budiarta, and Wesna, "Legal Protection for Debtors for the Execution of Fiduciary Guarantee Objects."

⁶⁰ Juliantika, "Eksekusi Jaminan Fidusia Berdasarkan Pelaksanaan Titel Eksekutorial Di Bank Mandiri Tunas Finance Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Putusan Mahkamah Konstitusi Nomor 2/PUU-XIX/2021."

default, genuine voluntary surrender, appropriate judicial intervention, and accountable external collection practices. Strengthening procedural documentation and oversight would improve enforcement transparency, support legal certainty for creditors, and reduce the risk of arbitrary treatment of debtors.

CONCLUSION

The findings demonstrate that Constitutional Court Decision No. 2/PUU-XIX/2021 reaffirmed the legal interpretation established in Decision No. 18/PUU-XVII/2019 concerning the enforcement of fiduciary security under Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia. These decisions preserve creditors' executorial rights while requiring contractual default to be established through an agreement between the parties or an appropriate legal process. Where default is disputed and the debtor refuses to surrender the collateral voluntarily, enforcement must proceed through the district court. This framework seeks to balance legal certainty for creditors with constitutional protection against arbitrary repossession, although judicial proceedings may increase recovery costs and prolong enforcement. At PT Astra Sedaya Finance, Surabaya Branch 1, the interview with Ananda Gultom indicates that the company's reported procedures include written notifications, debtor summonses, negotiations, voluntary surrender arrangements, and judicial enforcement when the required conditions are not satisfied. These mechanisms generally reflect the constitutional requirements, but the available evidence does not establish comprehensive compliance because the study does not independently examine individual execution records, written operating procedures, or external collection agreements. Practical obstacles include debtor noncompliance, financial difficulties, contested default, resistance to collateral surrender, and challenges associated with external collection personnel.

These findings highlight the need to balance effective debt recovery with procedural fairness, since constitutional protection cannot justify avoidance of legitimate repayment obligations, while creditors' contractual rights cannot authorize coercive enforcement. Accordingly, financing companies should strengthen their standard operating procedures by establishing clear criteria for determining default, documenting warning letters and voluntary surrender, ensuring the lawful conduct and supervision of external collectors, and referring contested enforcement to the district court. At the regulatory level, Indonesia should consider clarifying post-decision enforcement procedures, strengthening oversight of third-party collection practices, and developing more consistent mechanisms for resolving fiduciary enforcement disputes. Such improvements would enhance legal certainty, protect debtors' rights, and support a more accountable and effective fiduciary security system.

REFERENCES

- Abdurrahman, Avicenna. "Implementasi Pengendalian Internal Berdasarkan Coso Framework Dan Good Corporate Governance Terhadap Kinerja Perusahaan." *Jurnal Ilmiah Mahasiswa Akuntansi* 10, no. 1 (2021): 1–10. <https://doi.org/10.33508/jima.v10i1.2779>.
- Anggraeni, Rika. "OJK: Perilaku Debt Collector Leasing Jadi Pengaduan Tertinggi Pada 2023." *Bisnis.com*, 2024. <https://finansial.bisnis.com/read/20240313/89/1748875/ojk-perilaku-debt-collector-leasing-jadi-pengaduan-tertinggi-pada-2023>.
- Arifin, Miftah. "Membangun Konsep Ideal Penerapan Asas Iktikad Baik Dalam Hukum Perjanjian." *Jurnal Ius Constituendum* 5, no. 1 (May 13, 2020): 66–82. <https://doi.org/10.26623/jic.v5i1.2119>.
- Bahar, T. Muhammad Ali, Tan Kamello, Suhaidi Suhadi, Saidin Saidin, and Rio Hilmawan Bagus Trihasworo. "Contractual Obligations in Financing with Fiduciary Security in Indonesia in the Context of Justice." *Lex Scientia Law Review* 7, no. 1 (June 1, 2023). <https://doi.org/10.15294/lesrev.v7i1.69318>.
- Budi, Antonius Nicholas. "Abolition of Parate Executie as a Result of Constitutional Court Ruling Number 18/PUU-XVII/2019." *Jurnal Hukum Dan Peradilan* 9, no. 2 (July 30, 2020): 255. <https://doi.org/10.25216/jhp.9.2.2020.255-274>.
- Crowe, Sarah, Kathrin Cresswell, Ann Robertson, Guro Huby, Anthony Avery, and Aziz Sheikh. "The Case Study Approach." *BMC Medical Research Methodology* 11, no. 1 (December 27, 2011): 100. <https://doi.org/10.1186/1471-2288-11-100>.
- Fadhilah, Maharani 'Ainul Qolbi, and Sugiharto. "Comparative Perspectives on Asset Forfeiture as a Mechanism for Recovering State Losses from Corruption." *DE RECHT (Journal of Police and Law Enforcement)* 4, no. 2 (2026): 56–77. <https://ejournal.fh.ubhara.ac.id/index.php/derecht/article/view/442>.
- Habibi, Miftachur R. "Judgement, Legal Attempt and Execution of Criminal Law in Indonesia." *DE RECHT (Journal of Police and Law Enforcement)* 2, no. 1 (2024): 56–69. <https://ejournal.fh.ubhara.ac.id/index.php/derecht/article/view/215>.
- Harahap, M. Yahya. *Ruang Lingkup Permasalahan Eksekusi Bidang Perdata*. Sinar Grafika, 2014.
- Hasan, Kattya Nusantara Putri, Rezki Amalia, and Sulaeman. "Tinjauan Yuridis Terhadap Proses Eksekusi Dalam Penyelesaian Sengketa Tanah Di Indonesia." *Jurisprudentie : Jurusan Ilmu Hukum Fakultas Syariah Dan Hukum* 12, no. 2 (December 31, 2025): 356–65. <https://doi.org/10.24252/jurisprudentie.v12i2.64250>.
- Hidayah, Nur Putri, Komariah Komariah, Satria Unggul Wicaksana Prakasa, and Sonny Zulhuda. "Modeling the Contract and Execution Fiduciary on Constitutional Court Decision." *Journal of Human Rights, Culture and Legal System* 3, no. 1 (May 8, 2023): 95–108. <https://doi.org/10.53955/jhcls.v3i1.76>.
- Jaya, Jamie Armadi, Henry Anderson Parapat, Faizal Achmad, Ananda Pradhitya Tenggara, and Muhammad Viegri. "The Disparity of Legal Certainty in Fiduciary Guarantee Execution Following the Constitutional Court Decision

- Number 18/PUU-XVII/2019 Based on a Comparative Study with Mortgage.” *Priviet Social Sciences Journal* 6, no. 6 (June 1, 2026). <https://doi.org/10.55942/pssj.v6i6.1913>.
- Juliantika, Kris. “Eksekusi Jaminan Fidusia Berdasarkan Pelaksanaan Titel Eksekutorial Di Bank Mandiri Tunas Finance Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Putusan Mahkamah Konstitusi Nomor 2/PUU-XIX/2021.” *Lex LATA* 5, no. 2 (June 24, 2023): 250–259. <https://doi.org/10.28946/lexl.v5i2.2376>.
- Ma’rifah, Nurul. “Kepastian Hukum Terhadap Kreditur Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 Dan Nomor 2/PUU-XIX/2021.” *Notary Law Journal* 1, no. 2 (April 29, 2022): 204–26. <https://doi.org/10.32801/nolaj.v1i2.23>.
- Manurung, Jefferson Hakim. “Pelaksanaan Eksekusi Jaminan Fidusia Pasca Putusan MK NO: 18/ PUU-XVII/ 2019 Dan PUTUSAN MK NO: 2/ PUU-XIX/2021.” *Jurnal Hukum Bisnis Bonum Commune* 5, no. 2 (July 31, 2022): 181–93. <https://doi.org/10.30996/jhbbs.v5i2.6661>.
- Nabila, Syadzwin Hindun. “Kekuatan Eksekutorial Sertifikat Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor: 18/PUU-XVII/2019 Dan Putusan Mahkamah Konstitusi Nomor: 2/PUU-XIX/2021.” *PATTIMURA Legal Journal* 1, no. 3 (November 13, 2022): 240–47. <https://doi.org/10.47268/pela.v1i3.7513>.
- Negara, Tunggul Ansari Setia. “Normative Legal Research in Indonesia: Its Originis and Approaches.” *Audito Comparative Law Journal (ACLJ)* 4, no. 1 (February 2, 2023): 1–9. <https://doi.org/10.22219/aclj.v4i1.24855>.
- Res, Redi. “Implementation of Parate Executie Object of Liability.” *Journal of Human Rights, Culture and Legal System* 1, no. 1 (March 30, 2021). <https://doi.org/10.53955/jhcls.v1i1.6>.
- Rumawi, Rumawi, Udiyo Basuki, Mellisa Towadi, and Supianto Supianto. “Parate Executie Dalam Fidusia Menurut Ratio Decidendi Putusan Mahkamah Konstitusi.” *Jurnal Konstitusi* 19, no. 3 (August 30, 2022): 554–79. <https://doi.org/10.31078/jk1933>.
- Salim, H. S. *Hukum Kontrak Teori Dan Teknik Penyusunan Kontrak*. Jakarta: Sinar Grafika, 2003.
- Satrio, J. *Hukum Jaminan Hak Jaminan Kebendaan Fidusia*. Bandung: Citra Aditya Bakti, 2002.
- Satya, Bhatara Eri, and Atik Winanti. “Debtors Legal Certainty Post Constitutional Court’s Decision No 18/PUU-XVII/2019 Concerning Parate Execution for Fiduciary Guarantee Objects.” *JCH (Jurnal Cendekia Hukum)* 9, no. 1 (2023): 28–42. <https://doi.org/10.3376/jch.v9i1.752>.
- Usman, Rachmadi. “Makna Pengalihan Hak Kepemilikan Benda Objek Jaminan Fidusia Atas Dasar Kepercayaan.” *Jurnal Hukum Ius Quia Iustum* 28, no. 1 (January 1, 2021). <https://doi.org/10.20885/iustum.vol28.iss1.art7>.
- Vidyasagara, I Putu Baladeva, I Nyoman Putu Budiarta, and Putu Ayu Sriasih Wesna. “Legal Protection for Debtors for the Execution of Fiduciary Guarantee Objects.” In *Proceedings of the 3rd International Conference on Business Law and Local Wisdom in Tourism (ICBLT 2022)*, 460–69. Paris: Atlantis Press SARL, 2023.

https://doi.org/10.2991/978-2-494069-93-0_55.

Wardani, Kusuma. "Parate Execution After the Indonesian Constitutional Court's Judicial Review of Fiducia Law and Mortgage Law." *Global Legal Review* 4, no. 1 (April 29, 2024): 55. <https://doi.org/10.19166/glr.v4i1.6628>.

Widyani, Retno, Li Wei, and Wang Jun. "Empirical Legal Research Methods: Applications in Legal Research in Indonesia." *Rechtsnormen: Journal of Law* 3, no. 4 (August 9, 2025): 189–99. <https://doi.org/10.70177/rjl.v3i4.2095>.

Zahra Nabila, Daulika Sausan, and Marjo Marjo. "The Issue of Execution Process in Civil Procedure Law in Indonesia." *International Journal of Multicultural and Multireligious Understanding* 11, no. 5 (May 7, 2024): 18. <https://doi.org/10.18415/ijmmu.v11i5.5772>.