National Accredited in Sinta 2 Decree No. 158/E/KPT/2021

SASI

Volume 29 Issue 1, March 2023: p. 142-150
P-ISSN: 1693-0061, E-ISSN: 2614-2961
: 10.47268/sasi.v29i1.1290

Legal Analysis of The Financing Agreement Through The Application For Legal Examination The Fiduciary Guarantee Act The Constitutional Court

Iskandar Muda Sipayung

Faculty of Economic Alwasliyah Labuhan Batu University, Medan, Indonesia.
: sipayungjatanras@gmail.com
Corresponding Author*

Submitted: 2023-01-20 *Revised: 2023-02-13* *Published: 2023-03-11*

Article Info

Keywords:
Legal Protection; Financial Institutions; Consumers; Due Agreement; Fiduciary.

Abstract

Introduction: *The occurrence of legal problems related to objects that become fiduciary security, where some existing and well-known consumer finance institutions (leasing) often deal with the law, which is caused by default/inkar promises by consumers as fiduciary rights providers, so that leasing often deals with the authorities diakarenakan in taking action against delinquent consumers.*

Purposes of the Research: *The purpose of this study is to explain the paradigm of material testing on the legal protection of fiduciary.*

Methods of the Research: *The research method used is normative legal research with a statute legal approach and a conceptual approach.*

Results of the Research: *Legal arrangements are needed for legal protection for consumer finance institutions (leasing) in obtaining fiduciary guarantees which in accordance with the agreement between leasing and consumers, are entitled to and belong to the institution if the consumer has defaulted/inkar promise, so that it can return the creditor, can be auctioned to the public, so that it does not have an impact on the economy, both from the company's revenue and the sustainability of the financing industry in Indonesia.*

1. INTRODUCTION

Consumer financing by leasing is a financing activity by facilitating and / or providing financing for goods as needed such as electronics, vehicles, and homes, all of which can be owned by consumers in installments until paid off, and this is a way that is done to meet the needs of these consumers. The existence of consumer finance institutions such as leasing offers consumer finance services, and is formed on the basis of the submission of accounts payable or credit application, in the activities of procurement of goods or provision of financing facilities based on the needs of consumers or the community with installment payment systems in the implementation of business activities and risk management, so, so that if at any time there has been a default or inkar promise to one of the parties then this fiduciary law plays a role in providing legal certainty for both parties concerned, especially on the consumer finance institution as the owner or holder of a fiduciary security certificate.[1]

[1] Nih Luh Fitri, I Nyoman Putu Budiarta, Ni Made Puspasutari Ujianti, Wanprestasi Dalam Perjanjian Pembiayaan Dengan Jaminan Fidusia Pada PT. Federal International Finance (FIF) Cabang Denpasar, *Jurnal*

Financing institutions are business entities that carry out financing activities in the form of providing funds or capital goods.[2] Such financing institutions include finance companies, venture capital companies, and infrastructure finance companies. A finance company is a business entity specifically established to conduct leasing, factoring, Consumer Finance, and/or credit card business.[3] The Finance Company's business activities include: leasing, factoring, credit card business; and / or consumer finance.

Consumer finance can be described as financing activities for the procurement of goods based on consumer needs with installment or periodic payment systems by consumers. In carrying out business activities and in managing risks, consumer finance companies arrange fiduciary guarantees on goods owned by consumers. The products financed through consumer finance transaction schemes include: Automotive (Motorcycles and cars), electronics, and housing.[4]

In addition to playing an important role in supporting the economy in the country, financing institutions can help the absorption of high labor, financing institutions have a function in : a). Improving the welfare of prosperous communities through facilities that provide funds whose returns still benefit business actors; b). Protect the lower society from the snares of moneylenders who provide high-interest loans; c). Financing institutions can also develop infrastructure in the form of bailouts or project funds. The reason is, not all infrastructure entrepreneurs have enough capital to finance projects of great value.

In order to understand more about the activities of financial institutions, the following are some examples of financial institution companies: a). Leasing companies listed in the FSA such as Adira Finance, Otto Summit, BA Finance, and Amanah Finance; b). Factoring companies such as SG Finance, Aditama Finance, and PT IFS Capital Indonesia; c). Consumer finance companies such as PT Adira Quantum Multifinance; d). Credit card issuing companies such as Bank Mandiri, bank BCA, or CIMB Niaga; e). Venture capital firms such as Fenox Venture Capital, CyberAgent Venture, and 500 startups; f). Infrastructure financing companies such as PT Sarana Multi Infrastruktur (Persero) (PT SMI) which is a state-owned enterprise.

Financing institutions that are potential financing alternatives to support economic growth. Financing institutions play a crucial role for the survival of the community as well as the current problem of development funds. The existence of financing institutions is clearly needed by people from various different circles, including business people or business entities in this country.

People, especially in Indonesia, generally need credit or installment facilities that can help meet other needs such as electronics, vehicles, and homes. This facility is needed for economic development, this means that credit has significance in various aspects of development such as trade, housing, transportation and so forth. Related to the existence of

---

Analogi Hukum, Vol. 1,No.1,2019, 41 lihat juga Esca Sari Ayu Wulandari, Ridwan, Achmad Syarifuddin, Penarikan Secara Paksa Objek Jaminan Fidusia Dalam Hubungan Perlindungan Angsuran Kredit Debitur , *Repertorium*, Vol. 9, No. 1,2020, 65

[2] Pasal 1 Ayat (1) Peraturan Presiden Republik Indonesia Nomor 9 Tahun 2009 Tentang Lembaga Pembiayaan

[3] Pasal 1 Ayat (2) Peraturan Presiden Republik Indonesia Nomor 9 Tahun 2009 Tentang Lembaga Pembiayaan

[4] Arista Setyorini, Agus Muwarto, Akibat Hukum Perjanjian Pembiayaan Konsumen Dengan Pembebanan Jaminan Fidusia Yang Tidak Didaftarkan, *Mimbar Keadilan Jurnal Ilmu Hukum*, Vol.x,No.x, 2017,120

guarantees in credit between creditors and debtors, it is necessary to have a guarantee institution. One of the guarantee institutions that are considered appropriate and often used is the fiduciary institution.[5]

Prior to the issuance of Law No. 42 of 1999 on fiduciary Security (which is then called the fiduciary security law). This form of guarantee is widely used in lending and borrowing transactions because the charging process is considered simple, easy and fast, although in some cases it is considered less to guarantee legal certainty. In its journey, fiduciary has experienced significant developments, for example regarding the position of the parties. In contrast to leasing, the notion of leasing is a lease made between a person / entrepreneur with a financing institution for a capital good in which at the end of the lease term is given the right of option to the entrepreneur, in order to occur a levering or delivery of capital goods that become the object of the leasing alliance.[6]

Unlawful acts will occur when the financing agreement with the fiduciary, which fiduciary certificate is on the creditor and the object of fiduciary security is on the debtor, and there wansprestasi or inkar promises made by the debtor, so that the creditor feels disadvantaged and will have an impact with finance companies such as leasing, then the leasing company will seek to take action or legal action to execute the object of fiduciary security, which will, fiduciary rights giver (debtor) who is naughty will evade in keeping his promise to pay off his credit or installments to the financing institution.[7]

Based on the description above it is necessary to note all parties, that not only consumers who need legal protection against the agreement in the financing of goods and fiduciary security certificate, but the financing institution or Leasing as a company that facilitates consumer finance needs to get legal protection, therefore it is necessary to research on how legal protection for consumer finance institutions due to financing agreements with fiduciary security through the application of testing.

2. METHOD

The research method used to discuss this issue is normative juridical, which is research based on laws and regulations related to the material discussed, namely Law No. 42 of 1999 on fiduciary Security, Presidential Regulation No. 9 of 2009 on Financing Institutions, Constitutional Court decisions, namely; Constitutional Court decision Number: 18/PUU-XVII/2019, Constitutional Court decision number: 99/PUU-XVIII/2020, Constitutional Court decision Number: 2/PUU - XIX/2021, and others related to this research. Normative juridical method is a way of researching the norms and rules of law in the applicable legislation (positive law), relating to the topic of the problem under study.

3. RESULTS AND DISCUSSION

Fair legal protection as guaranteed by Article 28D paragraph (1) of the Constitution of 1945, due to the creation of a heavier position on one side where the creditor must bring this case to court, while the debtor does not have to bring this case to court. According to

[5] Linda Susilo, Rani Apriani,Rahmi Zubaedah, Kedudukan Jaminan Fidusia Serta Perlindungan Hukum Bagi Lembaga Pembiayaan Konsumen, *Supremsi: Jurnal Pemikiran dan Penelitian*, Vol. 16,No.1, 2021, 112

[6] Purwanto, Beberapa Permasalahan Perjanjian Pembiayaan Konsumen Dengan Jaminnan Fidusia, *Jurnal Rechhtsvinding Media Pebinaan Hukum Nasional*, Vol.1 No.2 , 2012, 207

[7] Akhmd Yasin, Impact Of Fiduciary Guarante Of Motor Vehicle Are Not Registered To Notax State Revenue, *Jurnal Konstitusi*, Vol. 17, No. 4,2020, 831

SASI, 29(1) 2023: 149-157
P-ISSN: 1693-0061, E-ISSN: 2614-2961

Bodenheimer, " Justice requires that freedom, equality, and security be accorded to human beings to the greatest extent consistent with the common good.[8] The recipient of the fiduciary right (creditor) may not carry out the execution himself but must submit an application for execution to the District Court. Thus, the constitutional rights of the fiduciary rights giver (debtor) and the fiduciary rights recipient (creditor) are equally protected.[9]

This is the principle of legal certainty. The state of law for the purpose of ensuring that legal certainty is manifested in society. Law aims to realize legal certainty and high predictability, so that the dynamics of life together in society are 'predictable'. The principles contained in or related to the principle of legal certainty are: a). Principles of legality, constitutionality, and rule of law; b). The principle of law establishes various sets of regulations on the way the government and its officials carry out governmental actions; c). The principle of non-retroactive legislation, before binding legislation must first be promulgated and promulgated properly; d). The principle of free, independent, imparial, and objective justice, rational, fair and humane; e). Non-liquet principle, the judge may not reject the case because the reason the law does not exist or is not clear; f). Human rights must be formulated and guaranteed protection in the law or constitution.

The application of equality (Similia Similius or Equality before the Law) where in a legal State, the government may not privilege certain people or groups of people, or discriminate against certain people or groups of people. In this principle, contained (a) the guarantee of equality for all before law and government, and (b) the provision of mechanisms to demand equal treatment for all citizens.

It is also the fundamental basis for the principle of democracy where everyone has the right and equal opportunity to participate in government or carry out actions that provide opportunities for themselves to achieve higher opportunities. According To H. Azhary, SH. proposed 7 (seven) elements of the Indonesian state law, namely: a). Based on Pancasila; b). Adhere to the constitutional system; c). People's sovereignty; d). Equality in law; e). Judicial power independent of other powers; f). Legal formation; g). MPR system.

Furthermore, Padmo Wahjono in his book entitled "Indonesia based on law" states that there are various opinions regarding the theoretical requirements that must be met by a legal state. By comparing the existing formulations, Padmo Wahjono proposed 4 (four) principles of the state of Indonesian law, namely: a). Protect and respect human rights; b). Institutional mechanisms of a Democratic state; c). The existence of a legal order; d). There is free judicial power.

Based on the opinions of legal experts above, it is known that one of the elements that must be met from a country is legal equality for its citizens in every sector of life indiscriminately. However, there is an inequality experienced by citizens, especially when they are domiciled as fiduciary beneficiaries (creditors) and fiduciary beneficiaries (debtors).[10]

---

[8] Achmad Ali,*Menguak Teori Hukum (Legal Theory) dan Teori Peradilan (Judicialprudence)termasuk Interpretasi Undang-Undang (Legisprudence)*, Jakarta: Kencana, hlm. 2009, p.217

[9] Putusan MK No. 18/PUU-XVII/2019,pp.222

[10] Junaidi Abdullah, Pelaksanaan Eksekusi Jaminan Fidusia Dalam Perjanjian Di KSPS Logam Mulia Kecamatan Kelambu Kabupaten Grobogan, *Yudisia : Jurnal Pemikiran Hukum dan Hukum Islam*, Vol. 8, No.1, 2017, 125

There are legal remedies taken by consumer finance institutions such as leasing companies in Indonesia, the legal remedy seeks a request for testing the fiduciary law in the Constitutional Court, while the decision in question can be seen as follows:

a. Decision of the Constitutional Court Number: 18/PUU-XVII/2019

In the decision of the Constitutional Court Number 18/PUU-XVII / 2019 in relation to the executive power of the fiduciary security certificate. The provision should not be carried out alone execution but must submit a request for execution to the District Court has basically provided a balance of legal position between the debtor and the creditor and avoid the emergence of arbitrariness in the implementation of the execution.[11]

The execution of the fiduciary security certificate through the District Court is actually only as an alternative that can be done in the event that there is no agreement between the creditor and the debtor both related to default and voluntary surrender of the collateral object from the debtor to the creditor. As for the debtor who has recognized the existence of default and voluntarily handed over the object of fiduciary security, the execution of fiduciary security can be carried out by the creditor or even the debtor himself.

Article 15 Paragraph (2) of law 42/1999 is contrary to the 1945 Constitution as long as it is interpreted back to Article 15 Paragraph (2) of law 42/1999 before being decided in the decision of the Constitutional Court Number 18/PUU-XVII/2019 which according to the applicant precisely with the court decision, execution through the court has made it difficult for the applicant as a collector or financing company, law enforcement officers, and consumers to carry out the execution of fiduciary goods. According to the court, the applicant did not understand the substance of the previous Constitutional Court decision because the interpretation of the norm in the phrase "executive power" and the phrase "equal to the court decision with permanent legal force" in the norm of Article 15 Paragraph (2) and explanation of Article 15 Paragraph (2) of law 42/1999 is interpreted "against fiduciary security that, then all legal mechanisms and procedures in the implementation of the execution of the fiduciary security certificate must be carried out and apply the same as the implementation of the execution of a court decision that has permanent legal force" is appropriate and provides a form of legal protection both legal certainty and justice for the parties involved in the fiduciary agreement.[12]

Legal consideration of Constitutional Court decision Number 18/PUU-XVII / 2019, the court affirmed that the arguments used as the basis for filing an application in the A quo case include the long execution process, the cost of execution is greater than the income of fiduciary goods, and the potential loss of collateral objects in the hands of the debtor, actually more to concrete issues. This can happen in a very specific and complex interprivate legal relationship. Within the limits of reasonable reasoning, these things cannot be accommodated by always harmonizing the norms of the law in question. Moreover, against the norm there is no question of its constitutionality. Moreover, the norm to which the applicant applied has been considered and decided in the decision of the Constitutional Court Number 18/PUU-XVII/2019. Therefore, there are no legal grounds and

[11] Rudi Hartono, Hartono Widodo, and Yessy Kusumadewi, "Pembatalan Eksekutorial Atas Jaminan Fidusia Studi Putusan MK Nomor 18/PUU-XVII/2019," *Krisna Law* Vol. 3, No. 2 , 2021, 8

[12] Nugraha, Sigit Nurhadi. "Cidera Janji (Wanprestasi) Dalam Perjanjian Fidusia Berdasarkan Pasal 15 Ayat (3) Uu Nomor 42 Tahun 1999 Pasca Putusan Mahkamah KONSTITUSI NOMOR: 18/PUUXVII/2019 Dan Putusan Mahkamah Konstitusi Nomor: 2/PUUXIX/2021." *AL WASATH Jurnal Ilmu Hukum* Vol. 2, No. 2, 2021, 90

fundamentally different conditions for the court to change its position on the main issue related to the executorial fiduciary certificate.

b. Constitutional Court decision number: 99/PUU-XVIII/2020

That the test of the law that the applicant submits is an article in Law No. 42 of 1999 concerning fiduciary Security which reads as follows: Article 15 Paragraph (2) fiduciary security certificate as meant in Paragraph (1) has the same executive power as the court decision that has gained permanent legal force. Elucidation of Article 15 Paragraph 2 in this provision, what is meant by "executive power" is directly enforceable without going through the court and is final and binding on the parties to implement the decision.

It is then interpreted through the decision of the Constitutional Court Number 18 / PUUXVII / 2019 as follows: "stating Article 15 Paragraph (2) of Law Number 42 of 1999 concerning fiduciary Security (State Gazette of the Republic of Indonesia year 1999 number 168, Supplement to the State Gazette of the Republic of Indonesia number 3889) along the phrase "executive power" and the phrase "equal to the court decision of permanent legal force" is contrary to the Basic Law of the Republic of Indonesia year 1945 and has no binding legal force as long as it is not interpreted " to the fiduciary guarantee that there is no agreement on, then all legal mechanisms and procedures in the implementation of the execution of the fiduciary security certificate must be carried out and apply the same as the implementation of the execution of court decisions that have permanent legal force"; "States the explanation of Article 15 Paragraph (2) of Law No. 42 of 1999 on fiduciary security (Statute Book Of The Republic of Indonesia of 1999 No. 168, supplement to Statute Book Of The Republic of Indonesia No. 3889) along the phrase "executive power" is contrary to the Constitution of the Republic of Indonesia of 1945 and has no binding legal force as long as it, then all legal mechanisms and procedures in the implementation of the execution of the fiduciary security certificate must be carried out and apply the same as the implementation of the execution of court decisions that have permanent legal force".

That in the decision of the Constitutional Court Number: 99 / PUU-XVIII / 2020, where the application tested by the applicant is Article 15 Paragraph (2) and explanation of Article 15 paragraph (2) law 42/1999 as interpreted by the Constitutional Court in the decision of the Constitutional Court Number 18 / PUU-XVII / 2019 which reads " " States Article 15 paragraph (2) Law No. 42 of 1999 on fiduciary security (Statute Book Of The Republic of Indonesia of 1999 No. 168, Supplement to the State Gazette of the Republic of Indonesia number 3889) along the phrase "executive power" and the phrase "equal to the court decision of permanent legal force" is contrary to the Basic Law of the Republic of Indonesia year 1945 and has no binding legal force as long as it is not interpreted " to the fiduciary guarantee that there is no agreement on, then all legal mechanisms and procedures in the implementation of the execution of the fiduciary security certificate must be carried out and apply the same as the implementation of the execution of court decisions that have permanent legal force"; "States the explanation of Article 15 Paragraph (2) of Law No. 42 of 1999 on fiduciary security (Statute Book Of The Republic of Indonesia of 1999 No. 168, supplement to Statute Book Of The Republic of Indonesia No. 3889) along the phrase "executive power" is contrary to the Constitution of the Republic of Indonesia of 1945 and has no binding legal force as long as it, then all legal mechanisms and procedures in the implementation of the execution of the fiduciary security certificate must be carried out and apply the same as the implementation of the execution of court decisions that have permanent legal force"

c. Constitutional Court decision Number: 2/PUU-XIX/2021

That the test of the law that the applicant submits is an article in Law No. 42 of 1999 concerning fiduciary Security which reads as follows: Article 15 Paragraph (2) fiduciary security certificate as meant in Paragraph (1) has the same executive power as the court decision that has gained permanent legal force. Elucidation of Article 15 Paragraph 2 in this provision, what is meant by "executive power" is directly enforceable without going through the court and is final and binding on the parties to implement the decision.[13]

The constitutional authority possessed by the Constitutional Court has also been poured into various laws and regulations, namely (i) Article 10 paragraph (1) letter a of Law No. 24 of 2003 on the Constitutional Court which has been amended by Law No. 8 of 2011; and (ii) Article 29 paragraph (1) letter a of Law No. 48 of 2009 on Judicial Power.[14]

In the decision of the Constitutional Court Number: 2 / PUU-XIX/2021, it has fulfilled the format of the application for testing the law as stipulated in Article 31 paragraph (1) of the Constitutional Court law and Article 5 Paragraph (1) PMK 6/PMK / 2005, but after the court carefully examined it has been found that there was an error in writing the citation of the article that was the object of testing. The applicant in this case stated that the norm applied for the test is Article 15 Paragraph (2) of law 42/1999, but the cited material was the content of Article 15 Paragraph (3) of law 42/1999.

Furthermore, the court has stated: "that in addition to the aforementioned misquotation, the applicant's application does not consistently mention expressly the object of his application. In the section regarding the applicant's application, it only mentions the testing of Article 15 Paragraph (2) and the explanation of Article 15 Paragraph (2) of law 42/1999, but in the legal position and reason for the application/posita, the descriptions in both parts are associated with the decision of the Constitutional Court Number 18/PUU-XVII/2019 which has interpreted Article 15 Paragraph (2) and explanation of Article 15 Paragraph (2) of law 42/1999. As for the petitioner's petition, the petitioner mentions the two objects of the application alternatively, namely Article 15 Paragraph (2) and explanation of Article 15 Paragraph (2) of law 42/1999 before there is a court decision or Article 15 Paragraph (2) and explanation of Article 15 Paragraph (2) of law 42/1999 which has been interpreted by the Constitutional Court in decision Number 18/PUU-XVII/2019.[15]

With this inconsistency, within the limits of reasonable reasoning, the object of the applicant's application becomes unclear. Should the content of the paragraph, article and / or part of the law that has been decided by the court, the mention is added to the meaning as decided by the Constitutional Court. In the application for a quo as advised in the preliminary examination hearing, it should expressly and consistently mention Article 15 Paragraph (2) and explanation of Article 15 Paragraph (2) of law 42/1999 as interpreted by

[13] Rustan, Sahban, Andi Risma, Perlindungan Hukum Pembeli Kendaraan Dalam Perjanjian Pembiayaan Konsumen dan Pelaksanaan Eksekusi Jaminan Fidusia, *Supremasi: Jurnal Pemikiran dan Penelitian Ilmu-Ilmu Sosial*, Vol.16, No.1,2021, 14

[14] 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* ,Vol.1, No. 2, 2022,209

[15] Noviyana, Ayu Wikha, Dyaksi Satwikaningrum, Indriana Trisnawati, and Rr. Tita Trias Aryanti. "Eksekusi Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor 79/PUU-XVIII/2020 Dan Nomor 2/PUU-XIX/2021." *Jurnal IKAMAKUM* Vo. 1, No. 2 ,2021, 687

SASI, 29(1) 2023: 149-157
P-ISSN: 1693-0061, E-ISSN: 2614-2961

the Constitutional Court in the decision of the Constitutional Court Number 18/PUU-XVII/2019.[16]

4. CONCLUSION

From the three decisions of the Constitutional Court starting in 2019, 2020, and 2021, there are gaps in the provisions requiring fiduciary beneficiaries (creditors) to apply to the court related to the execution of fiduciary objects in the event that the fiduciary assignor (debtor) does not recognize the injury of promise (default), while the fiduciary assignee (debtor) does not need to bring related cases to court. Fiduciary security is a security right on movable objects, both tangible and intangible, as well as immovable objects, in particular, objects that cannot be encumbered by a mortgage and which are specially created to ensure debt settlement.

REFERENCES

Journal Article

Purwanto, Beberapa Permasalahan Perjanjian Pembiayaan Konsumen Dengan Jaminnan Fidusia, *Jurnal Rechhtsvinding Media Pebinaan Hukum Nasional*, Vol.1 No.2 , 2012.

Nih Luh Fitri, I Nyoman Putu Budiarta, Ni Made Puspasutari Ujianti, Wanprestasi Dalam Perjanjian Pembiayaan Dengan Jaminan Fidusia Pada PT. Federal International Finance (FIF) Cabang Denpasar, *Jurnal Analogi Hukum*, Vol. 1,No.1,2019.

Arista Setyorini, Agus Muwarto, Akibat Hukum Perjanjian Pembiayaan Konsumen Dengan Pembebanan Jaminan Fidusia Yang Tidak Didaftarkan, *Mimbar Keadilan Jurnal Ilmu Hukum*, Vol.x,No.x, 2017.

Linda Susilo, Rani Apriani,Rahmi Zubaedah, Kedudukan Jaminan Fidusia Serta Perlindungan Hukum Bagi Lembaga Pembiayaan Konsumen, *Supremsi: Jurnal Pemikiran dan Penelitian*, Vol. 16,No.1, 2021.

Akhmd Yasin, Impact Of Fiduciary Guarante of Motor Vehicle Are Not Registered To Notax State Revenue, *Jurnal Konstitusi*, Vol. 17, No. 4, 2020.

Junaidi Abdullah, Pelaksanaan Eksekusi Jaminan Fidusia Dalam Perjanjian Di KSPS Logam Mulia Kecamatan Kelambu Kabupaten Grobogan, *Yudisia : Jurnal Pemikiran Hukum dan Hukum Islam*, Vol. 8, No.1, 2017.

Esca Sari Ayu Wulandari, Ridwan, Achmad Syarifuddin, Penarikan Secara Paksa Objek Jaminan Fidusia Dalam Hubungan Perlindungan Angsuran Kredit Debitur, *Repertorium*, Vol. 9, No. 1,2020.

Rustan, Sahban, Andi Risma, Perlindungan Hukum Pembeli Kendaraan Dalam Perjanjian Pembiayaan Konsumen dan Pelaksanaan Eksekusi Jaminan Fidusia, *Supremasi: Jurnal Pemikiran dan Penelitian Ilmu-Ilmu Sosial*, Vol.16, No.1, 2021, pp. 14

Rudi Hartono, Hartono Widodo, and Yessy Kusumadewi, "Pembatalan Eksekutorial Atas Jaminan Fidusia Studi Putusan MK Nomor 18/PUU-XVII/2019," *Krisna Law* Vol. 3, No. 2 , 2021, pp. 8

[16] Syafrida, and Ralang Hartati. "Eksekusi Jaminan Fidusia Setelah Putusan Mahkamah Konstitusi Nomor 18/Puu/Xvii/2019)." *ADIL: Ilmu Hukum* Vo. 11, No. 1 2020, 108

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* ,Vol.1, No. 2, 2022,pp. 209

Noviyana, Ayu Wikha, Dyaksi Satwikaningrum, Indriana Trisnawati, and Rr. Tita Trias Aryanti. "Eksekusi Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor 79/PUU-XVIII/2020 Dan Nomor 2/PUU-XIX/2021." *Jurnal IKAMAKUM* Vo. 1, No. 2 ,2021, pp. 687

Nugraha, Sigit Nurhadi. "Cidera Janji (Wanprestasi) Dalam Perjanjian Fidusia Berdasarkan Pasal 15 Ayat (3) Uu Nomor 42 Tahun 1999 Pasca Putusan Mahkamah KONSTITUSI NOMOR: 18/PUUXVII/2019 Dan Putusan Mahkamah Konstitusi Nomor: 2/PUUXIX/2021." *AL WASATH Jurnal Ilmu Hukum* Vol. 2, No. 2, 2021.

Syafrida, and Ralang Hartati. "Eksekusi Jaminan Fidusia Setelah Putusan Mahkamah Konstitusi Nomor 18/Puu/Xvii/2019)." *ADIL: Ilmu Hukum* Vo. 11, No. 1 2020.

Book

Achmad Ali, *Menguak Teori Hukum (Legal Theory) dan Teori Peradilan (Judicialprudence) termasuk Interpretasi Undang-Undang (Legisprudence)*, Jakarta: Kencana, 2009.

Azhary, "*Negara Hukum Indonesia*", Cet. I, (Jakarta: VI Press, 1995)

Padmo Wahjono. "*Indonesia Negara Berdasar Atas Hukum*", (Jakarta: Graha Indonesia. 1983) Undang-Undang 1945