

Legal Analysis Of The Taking Of Fiduciary Objects By Debt Collectors Of Financial Institutions In Malang

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ABSTRACT

The use of debt collector services in carrying out the function of settlement of bad debt in multipurpose financing agreements by creditors still causes problems when creditors neglect their responsibility to carry out the execution of fiduciary guarantees by procedures or debt collectors of creditor envoys who ignore the legal protection of debtors and the ethics of debt collection correctly. The subject matter of this research is related to the responsibility of creditors and legal protection of debtors for the execution of fiduciary guarantees by third parties associated with the settlement of bad loan multipurpose financing agreements. This research uses normative juridical research methods with a statutory and case approach that is reviewed based on secondary data sources. Research data collection is carried out by literature studies with qualitative data analysis techniques, which include descriptive analysis. Based on the results of research, it can be concluded that the form of accountability for unlawful acts committed by debt collectors can be achieved by placing the burden of creditor responsibility to pay compensation. In addition, the protection of the debtor's legal form can be characterized by the obligation of creditors and debt collectors of their envoys to comply with the provisions mandated by the laws and regulations and sanction those who violate them. The author's advice to creditors involves debt collectors in the execution of fiduciary guarantees, to evaluate the policies, procedures, and processes of settlement of bad credit by applicable legislation.

Keywords: Credit, Fiduciar, Execution, Debt Collector.

INTRODUCTION

In the current era of globalization, society is developing very quickly, and the boundaries or distances in the world have no effect with the existence of internet technology. In terms of the economy, it is also experiencing very rapid development and demands the speed of mobility for the people involved in it.¹

The incessant offering of motorcycle products has resulted in high public interest in buying motorbikes. This is also supported by the convenience offered by producers in attracting buyers; buyers do not have to pay in full for the purchase of a motorcycle, but can also pay in installments every month (credit) for a certain period.²

¹ Dalam Melakukan and Penarikan Kendaraan, "Analisis Hukum Terhadap Debt Collector," n.d.

² Mia Rosan Jihan, "Penarikan Paksa Kendaraan Oleh Debt Collector Akibat Kredit Macet Dalam Pembiayaan Konsumen" (Universitas Jember, 2019).

To make it easier for the community, business actors take advantage of existing problems by offering the community to attract buyers by making motor vehicle payments using credit or installments every month until a certain time limit. The existence of an agreement between the business actor and the buyer eventually causes a legal relationship between the parties involved in the agreement, such as the parties involved, namely between the creditor (financing institution) and the debtor (customer).³

The community's consumptive attitude is so great and is not balanced with sufficient community income, which is a driving factor that results in debtors who have carried out the credit process not being able to pay motor vehicle installments every month. At this stage, the consumer finance company assigns a debt collector to collect payment arrears from the debtor based on how long the debtor's arrears have been outstanding.⁴

We often find that with the facilities provided by financing institutions, debtors violate or break agreements that have been made between creditors and debtors. This will certainly harm the creditor as the provider of goods, so it is not uncommon to hear of motorcycle withdrawals carried out by debt collectors as parties authorized by the creditor to carry out executions against debtors who are late in making credit payments. Debt collectors are third parties who are assisted by finance companies to resolve problem loans. The use of debt collectors in finance companies is not prohibited, as long as it is carried out by established procedures and does not violate existing norms and rules.⁵

Currently, in people's lives, it is often heard that there are cases of debt collection against debtors by creditors using debt collectors to collect debts by force. When debtors are unable to pay off their bills, debt collectors who are ordered by financial institutions for problematic loans will take several goods, both movable and immovable, as collateral. If the delinquent has paid it off, the collateral will be returned, but if it is not paid off, of course, the item will disappear.⁶

Debt collectors are third parties who connect creditors and debtors in terms of credit collection, This collection can only be done if the quality of the credit bill is included in the doubtful or bad collectibility category. Debt Collector is not an employee of the company, but a party outside the company who is authorized in the form of a work contract to work on behalf of leasing in handling consumers who experience default or bad credit. Regarding the existence of bad credit cases that cause debtors to default, consumer finance companies act to send warning

³ Bagas Novantyo Wibowo, "Prosedur Penarikan Kendaraan Oleh Leasing," SIP Law Firm, 2023, <https://siplawfirm.id/prosedur-penarikan-kendaraan-oleh-leasing/?lang=id>.

⁴ Meteri Keuangan, "Peraturan Menteri Keuangan Nomor 130/PMK.010/2012 Tentang Pendaftaran Jaminan Fidusia Bagi Perusahaan Pembiayaan Yang Melakukan Pembiayaan Konsumen Untuk Kendaraan Bermotor Dengan Pembebanan Jaminan Fidusia," 2012.

⁵ Abdul R Saliman, *Hukum Bisnis Untuk Perusahaan* (Jakarta: Kencana Prenada Media Group, 2005).

⁶ Sunaryo, *Hukum Lembaga Pembiayaan* (Jakarta: Sinar Grafika, 2008).

letters (summons) several times to the debtor. However, if the warning letter is ignored by the debtor, the finance company will take or confiscate the goods with the help of debt collectors.⁷

The use of debt collectors in consumer finance companies is not prohibited as long as it is carried out by established procedures and does not violate existing norms and rules. However, in practice, debt collectors are often unethical when towing vehicles owned by debtors with an address in Gang 4 No. 42 RT 2 RW 9, Blimbing subdistrict, Malang City. The reason is that his favorite motorcycle was transported to the FIF Office, from the workshop where he repaired the bike, by being tricked into signing by FIF Malang debt collectors. It is known that the green Yamaha Mio J matik motorcycle with black combination, with Nopol N 2597 GF, was being serviced at Rahayu Motorcycle Workshop, which is located not far from Mudlikah's house. Mudlikah lives in Jalan Terusan Batu Bara.⁸

Mudlikah said the action began on Thursday, January 12, 2023 afternoon, when she was sewing at her house. Suddenly, she was surprised to be visited by 3 (three) Debt Collectors, one of whom was named Hasan, claiming to be the Head of FIF. Mudlikah said, indeed, he was in arrears of credit for 8 (eight) months after Covid-19 19 which caused him to be unable to pay installments to FIF in Singosari, because the economy was difficult with uncertain work.⁹

In this case, for Debt Collectors who withdraw motor vehicles without carrying a vehicle withdrawal letter, and or without carrying a Collection Power of Attorney from leasing, and not certified, can the withdrawal of motor vehicles be categorized as seizure, theft, violence, or ordinary theft? "Asked Mudlikah as a victim".¹⁰

Referring to the Law of the Republic of Indonesia Number 42 of 1999, concerning Fiduciary Guarantees, there is also the Minister of Finance Regulation Number 130 / PMK.010 / 2012, on Registration of Fiduciary Guarantees for Finance Companies Conducting Consumer Financing for Motor Vehicles with Fiduciary Guarantees, and it is also regulated in the Constitutional Court Decision Number 18 / PUU-XVII / 2019.¹¹

In the Article 368 of the Criminal Code it is stated that any person who, with the intent to unlawfully benefit himself or another, forces another person by force or threat of force to give any property which wholly or partially belongs to that person or another person, or to create a

⁷ Sri Soedewi Masjcho, *Hukum Jaminan Di Indonesia Pokok-Pokok Hukum Jaminan Dan Jaminan Perorangan* (Yogyakarta: Liberty, 1985).

⁸ Gede Agung Kurniawan, "Analisis Hukum Terhadap Debt Collector Dalam Melakukan Penarikan Kendaraan Bermotor," n.d.

⁹ Mahkamah Konstitusi, "Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019," 2019.

¹⁰ Sofian Maulana Hadi, "Perlindungan Hukum Bagi Debitur Akibat Perbuatan Melawan Hukum Yang Dilakukan Oleh Perusahaan Pembiayaan Kendaraan Bermotor," n.d., file:///C:/Users/User/Downloads/102815-1033-363466-1-10-20230703 (2).Pdf.

¹¹ Rudyanti Dorotea Tobing, *Hukum Perjanjian Kredit* (Malang: Laksbang Grafika 1985, 2014).

debt or to extinguish a debt, shall, being guilty of extortion, be punished by a maximum imprisonment of nine months.¹²

In this case, PT Federal International Finance FIF, whose office is located at Jl. Raya Singosari Regency Blok A1-A2 Pagetan Singosari Malang, should and deserves to be suspected of committing legal irregularities related to the leasing vehicle withdrawal procedure against the debtor named Mudlikah.¹³

METHOD

The research method employed is empirical juridical research, Legal analysis of the taking of fiduciary objects by debt collectors of unfortunate financial institutions. The location of the research was carried out at the house of Mrs. Mudlikah as the victim or debtor, located on Jalan Terusan Batu Bara Gang 4 No. 42 RT 2 RW 9, Blimbing District, Malang City.¹⁴

RESULTS AND DISCUSSION

A. Legal Analysis in the Case of Taking a Fiduciary Object Motorcycle by the Debt Collector of Finance International Federal Malang.

Currently, there are often cases of debt collection against debtors by creditors using debt collectors to collect debts by force. When debtors are unable to pay off their bills, debt collectors ordered by financing institutions for problematic loans will take several goods, both movable and immovable, as collateral. If the debtor has paid it off, the collateral will be returned, but if it is not paid off, of course, the item will disappear.¹⁵

A financing institution is a business entity that conducts business activities in the form of providing funds or goods, or capital, which is one of the Financial Institutions. Financing institutions offer new formulation models in terms of channeling funds to parties in need, such as leasing, factoring, venture capital, securities trading, credit card business, and consumer financing regulated under Presidential Regulation Number 9 of 2009 concerning Financing Institutions.¹⁶

When consumers are late in paying installments in the implementation of consumer financing agreements is a form of default as stipulated in the provisions of the Civil Code. For this reason, the creditor usually sends its debt collectors to confiscate goods if they are

¹² Sri Soedewi Masjchoen Sofwan, *Hukum Jaminan Di Indonesia Pokok-Pokok Hukum Jaminan Dan Jaminan Perorangan* (Yogyakarta: Liberty, 1985).

¹³ Prika Handayani, "Pertanggungjawaban Pidana Debt Collector Yang Melakukan Tindak Pidana Perampasan Dalam Kredit Bermasalah," 2019, file:///C:/Users/User/Downloads/5059-14001-1-SM (1).Pdf.

¹⁴ Ishaq, *Metode Penelitian Hukum*, 1st ed. (Bandung: CV. Alfabeta, 2017).

¹⁵ Sunaryo, *Hukum Lembaga Pembiayaan*.

¹⁶ Masjcho, *Hukum Jaminan Di Indonesia Pokok-Pokok Hukum Jaminan Dan Jaminan Perorangan*.

unsuccessful in collecting debts. A relationship between a debtor and a creditor, or a credit recipient and a credit provider, generally begins with an agreement. A car buyer on credit is a debtor who enters into a sale and purchase agreement with the creditor.¹⁷

If the debtor fails to carry out his obligations to pay installments, then, based on the reasons for default, the creditor can withdraw the goods he has delivered to the debtor. However, cancellation is not easily done by the creditor. The cancellation of the agreement should be declared by a court decision. Without a court decision, there is no cancellation, and without cancellation, the creditor cannot withdraw the collateral.¹⁸

Creditors cannot arbitrarily by force and violence seize debtor vehicles that are late in paying installments without prior notice. This is also reinforced by National Police Chief Regulation No.8 of 2011 concerning Securing the Execution of Fiduciary Guarantees. Instead of the parties resolving the problem using violence (seizing the vehicle by force), it is better to make peace by negotiating. Negotiation is the simplest and most peaceful way of solving the problem.¹⁹

The meaning of the word *peace* here is that the creditor and the debtor make their peace outside the court (Non-Litigation). The implementation of the peace depends on both parties so that the dispute does not proceed to court. It should be further explained that the peace made by the two parties outside the court only has the force of an agreement between the two parties, which, if not adhered to by one of the parties, must be submitted through the court process (Litigation).²⁰

The conclusion is that the forced withdrawal of vehicles by Debt Collectors due to debtor default is an illegal act because there is no law governing forced withdrawal by debt collectors due to debtor default.²¹

B. Requirements that should be met for Debt Collectors to legally take a Fiduciary Guaranteed Motorcycle, and not included in the act of seizure.

Humans, in obtaining the necessities of life in the association of society, enter into legal relations and agreements based on the conformity of their will. From these agreements, legal consequences that bind both parties arise. Agreements are a source of engagement other than laws in the law of engagement. Article 1233 of the Civil Code states that an obligation can be

¹⁷ Kurniawan, "Analisis Hukum Terhadap Debt Collector Dalam Melakukan Penarikan Kendaraan Bermotor."

¹⁸ Konstitusi, "Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019."

¹⁹ Hadi, "Perlindungan Hukum Bagi Debitur Akibat Perbuatan Melawan Hukum Yang Dilakukan Oleh Perusahaan Pembiayaan Kendaraan Bermotor."

²⁰ Tobing, *Hukum Perjanjian Kredit*.

²¹ Sofwan, *Hukum Jaminan Di Indonesia Pokok-Pokok Hukum Jaminan Dan Jaminan Perorangan*.

born by agreement or by law. In the law of engagement, legal relationships that often occur are based on agreements, therefore, it can be said that agreements have a very important role in every engagement.²²

The relationship between two people is a legal relationship where the rights and obligations between the parties are guaranteed by law. An agreement can give rise to an obligation that is in the form of a series of words containing promises or capabilities that are spoken or written. An obligation is a legal relationship between two people or two parties, based on which one party is entitled to demand something from the other party, and the other party is obliged to fulfill these demands from the other party, and the other party is obliged to fulfill these demands. The party entitled to demand something is the creditor, while the one who fulfills the demand is the debtor.²³

In a relationship where there is an obligation to perform from the debtor and the right to performance from the creditor, the legal relationship will be smoothly implemented if each party fulfills its obligations. However, in a credit relationship that is already collectible (*opeisbaar*), if the debtor does not fulfill the performance voluntarily, the creditor has the right to demand the fulfillment of his debt (*verhaal* right; right of execution) against the debtor's assets used as collateral. The creditor's right of fulfillment is carried out by selling/disbursing the creditor's collateral objects, the proceeds of which are used to fulfill the debtor's debt. The sale of these objects can occur through a public sale due to the existence of a pledge (*parate executie*) against certain objects that are used as collateral. It can also happen due to a sale after bankruptcy. Confiscation is carried out against certain objects of the debtor to repay the debts of certain creditors. Meanwhile, bankruptcy is directed against all of the debtor's property for the benefit of the joint creditors.²⁴

So far, there is no OJK (Financial Services Authority) regulation that specifically discusses debt collectors. However, provisions regarding them are contained in several regulations. In principle, debt collectors as third parties work with the authorization given by the creditor or the debt giver. Regarding the legal basis, several laws and regulations allow companies or creditors to use the services of other parties as debt collectors, including Bank Indonesia Regulations (PBI 23/2021), OJK Regulations (POJK 35/2018), and Bank Indonesia Circular Letter (SEBI 2009) and its amendments.²⁵

²² Handayani, "Pertanggungjawaban Pidana Debt Collector Yang Melakukan Tindak Pidana Perampasan Dalam Kredit Bermasalah."

²³ Tim Hukum Online, "Debt Collector Di Mata Hukum Dan Etika Penagihan Utang," accessed July 27, 2023, <https://www.hukumonline.com/Berita/A/Debt-Collector-Lt620ba14504f8b/?Page=All>.

²⁴ Ibrahim, *Metodologi Penelitian Kualitatif* (Bandung: Alfabeta, 2015).

²⁵ "KUHP," n.d.

Legal Position and Arrangement of Debt Collectors according to Article 1320 of the Civil Code. The cooperation relationship between the bank and the debt collector is carried out based on a certain agreement with the agreement of both parties, as stipulated in Article 1320 of the Civil Code. Article 1320 of the Civil Code regulates the conditions for the validity of an agreement. It should be noted that previously, the agreement between the bank and the customer was an agreement made between only two parties. Everything related to the agreement must be known by both parties.²⁶

It can be concluded that in Article 17, paragraph (5), debt collectors function as third parties. It is also emphasized that regarding credit cards, debt collectors are involved by the bank to carry out collection duties against customers. Debt collectors are tasked with collecting customer obligations to the bank. The attitude that will be shown by debt collectors in the collection process depends on the attitude of the customer.²⁷

Legal Position and Arrangement of Debt Collectors according to Article 1320 of the Civil Code. The cooperation relationship between the bank and debt collectors is carried out based on a certain agreement with the agreement of both parties, as stipulated in Article 1320 of the Civil Code. Article 1320 of the Civil Code regulates the conditions for the validity of an agreement. It should be noted that previously, the agreement between the bank and the customer was an agreement made between only two parties. Everything related to the agreement must be known by both parties. The Indonesian State is a State based on law, not based on power, as confirmed in the 1945 Constitution of the Republic of Indonesia.²⁸

The existence of the two articles above can provide a meaning that Indonesia, as a state of law, is always able to provide guarantees of legal protection for all its citizens. The cooperation agreement between the issuer and other parties to collect credit card transactions should fulfill the clause regarding the publisher's responsibility for all legal consequences arising from cooperation with other parties. By the law of the agreement, the cooperation agreement for the provision of employment services between the third party, the debt collector company and the company (bank) in carrying out debt collection work are placed and work at the outsourcing company, where the employee has entered into a work agreement with the outsourcing company as an employment relationship, where in one of the clauses is stated that the employee will be placed and work at the outsourcing company

²⁶ Ibrahim, *Metodelogi Penelitian Kualitatif*.

²⁷ Pemerintah RI, "Undang-Undang Republik Indonesia Nomor 42 Tahun 1999 Tentang Jaminan Fidusia," 1999.

²⁸ Komisi Pemberantasan Korupsi (KPK), *Laporan Penanganan Kasus Mafia Minyak Goreng* (Jakarta: KPK, 2023).

(outsourcing) as a debt collector.²⁹

Therefore, if the debt collector does unlawful work in carrying out his duties to collect arrears of debt from credit card customers, it is still the responsibility of the bank as the party that gave the order to him as a subordinate as regulated in Article 1365 of the Civil Code, namely: "Every unlawful act that causes loss to another person, obliges the person who through his fault causes the loss, to compensate for the loss". There are also no detailed rules governing the limits of collection using Debt Collectors.³⁰

C. Legal Efforts Made by the Debtor Against the Leasing Party or Debt Collector

The Indonesian government has ratified many international covenants or declarations that have influenced the national legal development system. Too many human rights instruments focus on the protection of criminal offenders, while attention to victims seems to be forgotten or less attend in 1985, through the declaration of basic principles of justice for victims of crime and abuse power, the attention of the United Nations (UN) began to increase, especially about access to justice, the right to obtain compensation, restitution, and other assistance that must be regulated in national law.³¹

Dealing with Regulation of the Minister of Finance of the Republic of Indonesia, Number 130/PMK.010/2012 on Registration of Fiduciary Guarantees for Finance Companies that conduct consumer financing for motor vehicles, with the imposition of fiduciary guarantees, to provide legal certainty for Finance companies (Financing) and consumers in connection with the transfer of ownership rights to motor vehicles from consumers in trust (fiduciary) to Finance companies, it is necessary to register fiduciary guarantees at the fiduciary registration office.³²

But in reality, many leasing companies do not make a fiduciary agreement except for an agreement in hand between the leasing party and the consumer. Underhand deeds have a very real weakness, namely that the person whose signature is stated in the deed can deny the authenticity of the signature. Since many finance companies prefer to use the services of Debt collectors, as a result, there are rampant cases of coercion and persecution by debt collectors against consumers who have bad credit related to the purchase of motorized vehicles made by

²⁹ Pemerintah, "Undang-Undang Republik Indonesia Nomor 5 Tahun 1999 Tentang Larangan Praktek Monopoli Dan Persaingan Usaha Tidak Sehat" (1999).

³⁰ Pemerintah Indonesia, "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen," (1999).

³¹ Pemerintah Indonesia, "Undang-Undang Republik Indonesia Nomor 31 Tahun 1999 Tentang Pemberantasan Tindak Pidana Korupsi" (1999).

³² Kementerian Perdagangan Republik Indonesia, *Peraturan Menteri Perdagangan Tentang Ketentuan Ekspor Minyak Goreng* (Jakarta: Kemendag, 2021).

installments.³³

This action is a criminal offense of theft. If the motorcycle is taken by debt collectors on the road, then it is an act of deprivation and can be charged with Article 365 of the Criminal Code on deprivation. If the debt collector comes to the house and forces and threatens to take the motor vehicle, or invites you to the Finance office and forces you to hand over the vehicle under pressure and violence, then this action can be charged with Criminal Extortion, article 368 of the Criminal Code. Finance companies that do not register fiduciary guarantees with the fiduciary registration office, even though the agreement uses the Fiduciary guarantee mechanism can be charged with Criminal Fraud, article 378 of the Criminal Code.³⁴

D. Legal Protection of Debtors on Forced Withdrawal by Leasing Parties or Debt Collectors of Fiduciary Guarantee Objects.

Legal protection consists of two words, namely, protection and law. The word protection, according to the Big Indonesian Dictionary, is defined as a place, thing, or action that protects, while the law is defined as a rule that is officially considered binding and divides between rights and obligations proportionally so that it is expected to prevent people's lives from harmful disputes. Legal protection, according to Satjipto Rahardjo, is to protect human rights that are harmed by others, and this protection is given to the community so that they can enjoy all kinds of rights granted by law.³⁵

According to Mukti A. Fadjar, legal protection is a narrowing of the meaning of protection, in this case, only legal protection. The protection that will and has been provided by law is related to the existence of rights and obligations, in this case owned by humans as legal subjects in terms of their interactions with fellow humans and their environment.³⁶

Another view was also conveyed by expert C.S.T. Kansil. Legal protection is a legal effort that should be provided by law enforcement officials to provide a sense of security and comfort, both physically and psychologically, from interference and threats from any party. Based on the opinions of the experts that have been described, in essence, a conclusion can be drawn that the purpose of legal protection itself is to seek justice, legal certainty, and

³³ D Wijayanti, "Kartel Dan Dampaknya Terhadap Pasar Minyak Goreng Di Indonesia," *Jurnal Ekonomi Dan Bisnis* 12, no. 2 (2018): 145–60.

³⁴ R Fauzi, A., & Sari, "Pengaruh Kartel Terhadap Harga Minyak Goreng Di Pasar Tradisional," *Jurnal Hukum Dan Pembangunan Ekonomi* 50, no. 1 (2020): 75–90.

³⁵ B Setiawan, "Investigasi Kasus Mafia Minyak Goreng: Aspek Hukum Dan Ekonomi," *Jurnal Hukum Nasional* 14, no. 3 (2022): 210–25.

³⁶ Luhut Binsar Pandjaitan, *Pernyataan Resmi Terkait Pengawasan Distribusi Minyak Goreng* (Kementerian Koordinator Bidang Kemaritiman dan Investasi, n.d.).

expediency. Justice, legal certainty, and benefits in question are those that are formed based on correct thinking, carried out honestly and responsibly.³⁷

The correlation between the theory of legal protection put forward by the experts above and the case of forced confiscation of the debtor's motorized vehicle by the finance company through the debt collector, the debtor should have received correct and legally valid treatment from the creditor, so that if the process is not legally correct and also causes losses, the debtor is legally entitled to request compensation for the actions taken by the finance company. Legal protection for debtors against forced confiscation of motorized vehicles by finance companies through debt collectors can refer to the provisions of article 1365 of the Civil Code (*Burgerlijk Wetboek*) which reads Every unlawful act that brings harm to another person, obliges the person who through his fault causes the loss and compensates for the loss.³⁸

Then, if the collection uses harsh words and is carried out in public, the debt collector can be convicted under the defamation article. Article 310 number 1 of the Criminal Code states that anyone who deliberately attacks someone's honor or good name by alleging something, with the clear intention of making it publicly known, shall be punished for defamation with a maximum imprisonment of nine months or a maximum fine of four thousand five hundred rupiahs.³⁹

It can be concluded that the presence of debt collectors is not legally prohibited. The provisions in the laws and regulations explain that banks or creditors have the right to use the services of third parties to collect debts. However, collection must be carried out based on regulated provisions and ethics, and it is prohibited to use violence, threats, and other criminal acts.⁴⁰

CONCLUSION

All kinds of actions of debt collectors who take fiduciary guarantee units (motorized vehicle units) should follow existing procedures and be regulated. The reality that occurs in the community, where unscrupulous debt collectors often collect problematic credit from customers not by the SOP, results in these unscrupulous debt collectors being categorized as a

³⁷ M Muslih, "Peran Pengawasan Pemerintah Dalam Menanggulangi Praktik Penimbunan Komoditas Strategis," *Jurnal Kebijakan Publik* 8, no. 1 (2023): 33–48.

³⁸ H Nasution, "Tata Kelola Industri Sawit Dan Tantangan Penegakan Hukum Di Indonesia," *Jurnal Agraria Dan Tata Ruang* 5, no. 2 (2021): 101–15.

³⁹ S. P Dewi, "Analisis Hukum Terhadap Praktik Penimbunan Minyak Goreng," *Jurnal Ilmu Hukum* 16, no. 1 (2022): 55–70.

⁴⁰ D Anwar, F., & Putri, "Dampak Kebijakan DMO Dan DPO Terhadap Stabilitas Harga Minyak Goreng," *Jurnal Ekonomi Pembangunan* 11, no. 1 (2023): 89–104.

criminal act, which in this case is theft. Legal protection for debtors against forced confiscation of motorized vehicles by finance companies through debt collectors is that debtors are entitled to compensation for losses suffered both materially and immaterially, for which the debtor can take legal action. This legal remedy hopes that the rights of the debtor can be fulfilled, so that the objectives of the law, namely, achieving justice, legal certainty, and benefits, can be achieved.

The suggestions that can be given on the problems and from the results of the discussion above are; It is hoped that supervisory institutions such as the Financial Services Authority and Bank Indonesia will continue to supervise and evaluate finance companies that are handling credit problems with debtors, however, handling bad credit also requires methods that are by the rules of law, ethics and prudence so that in the future there will be no losses for both parties. Financing companies are expected to pay more attention to the rights of debtors properly, so that in the future, there will be no more debtors who are harmed. It is hoped that public trust in Vehicle Financing Institutions will continue to grow along with technological developments in motorized vehicles.

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