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Legal Analysis of Third Party Guarantees Not Included in Mortgage Rights in Bad Debt

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ABSTRACT

A credit agreement executed without collateral remains legally valid under Indonesian civil law insofar as it complies with Article 1320 of the Civil Code. Although such arrangements are not regulated under the Mortgage Law due to the absence of land or building collateral, this type of credit is still recognized in banking practices and may be implemented as long as it adheres to the prudential principles applicable to creditworthiness assessment. Nevertheless, the absence of mortgage rights significantly weakens the creditor's legal position when default occurs, as it eliminates the possibility of direct execution against the collateral. Accordingly, dispute resolution must be pursued through civil litigation. Such circumstances are reflected in Decision No. 273 /Pdt.G/2023/PN.Jkt.Sel, which demonstrates that third-party assets pledged without mortgage rights cannot be directly enforced. Even when the asset physically exists, the establishment of a mortgage constitutes an indispensable requirement to ensure legal certainty and the creditor's priority ranking. Without it, the pledged property is treated merely as general collateral without preferential status, thereby compelling the parties to rely on general legal remedies or negotiation, both of which entail a substantial risk of inefficacy.

Keywords: Non-Performing Loan, Mortgage, Third-Party Collateral

INTRODUCTION

National economic growth requires the availability of adequate financing systems through banking and non-banking institutions. The public's need for business capital makes credit mechanisms an important instrument in supporting economic activity. Banks, as intermediary institutions, channel funds to debtors by providing credit facilities based on agreements that bind both parties to fulfill their obligations as agreed.

Taking out a loan is one way to obtain capital through a financial institution. In carrying out its functions, banks conduct banking activities for the public through the distribution of funds, including through loans, where this facility allows legal entities to borrow money and repay it at a mutually agreed time. According to Law Number 10 of 1998 concerning Banking, credit is the provision of money or bills that can be equated with it, based on a credit agreement or agreement between a bank and another party that requires the borrower to repay the debt after a certain period of time with interest.[1]

The credit process requires collateral to ensure the security of the credit disbursed. The loan guarantor from the debtor to the creditor is a complement whose purpose is to protect against installment defaults due to problems.[2] If credit is extended after an extensive investigation determines that the consumer is creditworthy, then credit guarantees only serve as a precautionary measure in the event that the debtor (customer/credit service user) defaults in the future.[3]

Creditors consider collateral obtained from debtors as one of the things related to creditors' needs. Credit must have valuable collateral in order to fulfill its function, which is to cover the debtor's debt in the event of future credit default.[4] However, the reality is that sometimes debtors are unable to fulfill their responsibilities.[5] Therefore, in such cases, a third-party guarantee is required, with the third party acting as the guarantor (debtor).

Law No. 10 of 1998 on Banking defines credit as the provision of money or bills equivalent to it based on an agreement that creates an obligation for the debtor to repay the debt within a certain period. In practice, collateral plays an important role as a means of risk mitigation to prevent losses if the debtor fails to fulfill their obligations. However, empirical reality shows that bad debt still occurs, including in the context of third-party guarantees (*borgtocht*).

Third-party guarantees often give rise to legal problems, especially if the object of the guarantee is not encumbered with a lien as stipulated in Law Number 4 of 1996 concerning Liens. The absence of a lien means that creditors do not have preferential status and cannot directly execute the object of the guarantee in the event of default. This is relevant to the case in decision Number 27 3/Pdt.G/2023/PN JKT.SEL, where there was a credit agreement

[1] Article 1, Number 11 of Law No. 10 of 1998 on Banking" n
[2] Heru Kristyana, "Restrukturisasi Ditengah Pandemic," http://www.liputan6.com, accessed on 14 April 2025.
[3] Muhammad Hata Pratama, "Perlindungan Hukum Bagi Kreditur Dalam Pemberian Kredit Modal Kerja Tanpa Agunan," Jurnal fakultas Hukum UB, Vol. 5, No. 1,p. 3
[4] Mariam Darus Badrulzaman, Aspek Hukum Perjanjian Kredit Bank, Citra Aditya, Bandung, 2017,p. 137.
[5] Endah Wulandari, "Perlindungan Hukum Bagi Bank Dalam Mencegah Kerugian Akibat Kredit Bermsalah Dengan Jaminan Personal Guarantee", Jurnal Fakultas Hukum Universitas Brawijawa, Vol. 11, No.7, Desember 2017,p. 2

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between PT. Adhimix RMC Indonesia and PT. Karya Bisa, represented by Sitti Afievah Djamal as director, in the construction project of the Jakarta State University UTC Project, ordering ready-mix concrete from PT. Adhimix Rmc Indonesia with a value of IDR 3, 168,000,000 and the actual purchase amount was Rp. 2,393,710,000. The payment was to be made within 14 days after the complete billing documents were received by PT. Karya Bisa and Sitti Afievah Djamal, however, there were payment issues during the process. In a meeting between both parties, Ms. Sitti submitted a guarantee in the form of a Certificate of Ownership (SHM) No. 22817 in the name of Muhammad Iqbal, acknowledged as her biological brother, located at Marani Housing Complex Block D1-24, Manggala Village, Manggala Sub-District, Makassar City, South Sulawesi Province, Therefore, to prevent the debtor from evading payment of their obligations, PT. Adhimix RMC Indonesia filed a lawsuit with the South Jakarta District Court to place a conservatory attachment (*coservatoir beslag*) on the third-party collateral. This phenomenon raises questions about the implications creditors must face when dealing with non-performing loans involving third-party assets.

Theoretically, bad debt cases should not occur, but in reality, they still exist. Even in a bad debt system with third-party guarantees (*borg*), the third party (*borg*), as the party that suffers losses because it must take responsibility if the customer/credit service user defaults on their debt to the creditor, must bear the implications that must be borne by both parties.[6]

This is relevant to Article 28D paragraph (1) of the 1945 Constitution, which guarantees everyone the right to recognition, security, protection, and certainty of fair law and equal treatment before the law. In the context of bad debt, this means that all parties involved in a credit agreement, including third parties providing collateral, have the right to fair treatment and legal protection.

Based on the above description, the author then formulates the following issues: 1) What are the legal implications for creditors in a situation of bad debt when the third-party assets used as collateral do not include a lien? and 2) Can third-party asset collateral be executed in the event of default?

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[6] Fajriyah, Nurjanatul, "Perlindungan Hukum Terhadap Kreditur (Bank) dan Debitur (Nasabah) dalam Perjanjian Kredit Tanpa Agunan (KTA) Bank X," Jurnal Hukum dan Pembangunan, Vol. 36 No. 2, April-Juni, 2016.

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METHOD

Furthermore, the research methodology is Normative Juridical Research, which is legal research conducted by examining reference materials or secondary data only. Normative juridical research is also known as legal library research.

In addition, this research was conducted using the Case Approach, which is an approach that examines all laws and regulations related to the legal issues discussed, followed by the Conceptual Approach, in which the author provides an analytical perspective on the resolution of legal research issues from the perspective of the underlying legal concepts. the analytical approach, and this paper also uses the statute approach, which is an approach that examines all laws and regulations related to the legal issues discussed. In this case, the author will use these approaches in Court Decision Number: 273/Pdt.G/2023/PN JKT.SEL, whether it is in accordance with the normative rules and positive law that govern it.

In the data processing stage, the author used secondary data. This data was not obtained directly by the researcher from the research subjects in the field, but was collected through document studies and library research. The processing was carried out by selecting, classifying, and compiling relevant data from various legal literature to support the analysis in this study.

The method of analysis used in this study is systematic interpretation. This method is based on the principle that every law is an integral part of a unified legal system. Substantively, no regulation stands alone or is separate from the legal system as a whole. Therefore, the interpretation of a legal norm is carried out by linking the provision with other relevant laws and regulations in order to obtain a harmonious and comprehensive understanding.

The analysis obtained was systematically compiled and then analyzed based on the existing problem formulation to find the answer. It was then described, resulting in a picture of the actual situation. In addition, the researcher also used grammatical interpretation or interpretation according to grammar, namely by giving meaning to a term or word in everyday language or legal language.

RESULTS AND DISCUSSION

A. Case Position

The case in decision No. 273/Pdt.G/2023/PN JKT. The case began with a credit agreement between PT. Adhimix RMC Indonesia and PT. Karya Bisa, represented by Sitti

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Afievah Djamal as the authorized director in the Jakarta State University UTC Project construction project, ordering ready-mix concrete from PT. Adhimix Rmc Indonesia with a value of Rp.3,168,000, 000 and the actual purchase amount was Rp. 2,393,710,000, with an agreement to pay as stated in the Purchase Order within 14 days after the billing documents were complete and received by PT. Karya Bisa and Sitti Afievah Djamal.

However, during the payment process, there were obstacles, so during a meeting between the two parties, Ms. Sitti Afievah Djamal submitted SHM Number 22817 as collateral in the name of Muhammad Iqbal, who is recognized as her younger brother, located at Marani Housing Complex Block D1-24, Manggala Village, Manggala Sub-District, Makassar City, South Sulawesi Province. To prevent the debtor from evading their payment obligations, PT. Adhimix RMC Indonesia filed a lawsuit with the South Jakarta District Court to place a conservatory attachment (*coservatoir beslag*) on the third-party collateral.

B. Legal Analysis of the Legal Implications for Creditors in the Event of Default When Third-Party Assets Used as Collateral are Not Subject to a Lien

The legal implications of third-party asset guarantees without collateral rights are the risks faced by creditors if the debtor defaults. Without security rights, creditors have no specific guarantee over the assets, making the process of asset execution more difficult and uncertain in the event of default. This is the main concern of the author when reviewing the case in Decision Number 273/Pdt.G/2023/PN JKT.SEL. There are several implications of third-party asset guarantees without security rights, namely as follows:

1) Difficulties in Enforcement. Without collateral, creditors must take longer and more complex legal measures to enforce third-party assets. They must file a civil lawsuit and obtain a court ruling in order to sell the assets.
2) Risk of Loss. If the value of the pledged third-party assets is lower than the total debt, or if a dispute arises regarding ownership of the assets, creditors may suffer financial losses.
3) Absence of Preferential Rights. In cases where the debtor has multiple creditors, creditors who do not hold a lien do not have priority in debt repayment. As a result, they must compete with other concurrent creditors to obtain a share of the debtor's assets.

As is known in this case, the collateral was provided after the default occurred. The collateral was handed over by the debtor without involving a third party as the owner of the

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assets. On the other hand, the creditor accepted the collateral because the debtor stated that the owner of the assets was his younger sibling. It should be noted that the creditor should have acted more carefully and prudently by not accepting the collateral without imposing a valid lien.

Essentially, collateral rights protect creditors as holders of collateral rights in the event that a debtor is unable to repay their debt as agreed upon initially. These special rights limit the ability of guarantors to take legal action against collateral. They even eliminate the rights of mortgage lenders if they fail to fulfill their obligations. In practice, loan agreements, as principal agreements that give rise to additional agreements (*asseoir*), particularly guarantee agreements, must still comply with the limitations of the law, including those relating to the validity of agreements under Article 1320 of the Civil Code. The Civil Code, namely, the existence of an agreement, the existence of competence, the existence of a specific subject matter, and the existence of a cause that is not prohibited. The emergence of a collateral agreement is an accessory agreement, inseparable from the principal agreement, which is the loan agreement. The concept of collateral for debt has the following legal consequences:

a) There is no guarantee agreement if for any reason the credit agreement does not exist, whether due to invalidity, cancellation, or termination of the agreement. Conversely, the existence of a credit agreement is not affected by the validity or invalidity of a credit guarantee agreement;
b) It is impossible to have a credit guarantee for a credit that does not yet exist. Law No. 4 of 1996 on Security Rights clearly states that security rights can be granted for existing or future debts, but if agreed upon with a specific amount of debt, at least at the time of execution of the debt guarantee. Except for certain types of collateral, the binding nature of handwritten debt collateral is generally acceptable. In practice, verbal collateral agreements, like other agreements, are not often prohibited.

In order for a guarantee agreement to meet relevant legal standards and have legal force, formalities must be taken into account. In general, formalities are included in the original deed, but the use of a private deed to guarantee certain debts is not prohibited by law or regulations. There are various types of promises that cannot be made directly, especially verbally. One of these is the right of encumbrance on land, for which the deed must be drawn up before a Land Deed Official (PPAT) in accordance with the relevant land laws and regulations. After the land

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office issues a mortgage as confirmation that the mortgage holder has a mortgage, the mortgage holder is issued a document known as a Certificate of Encumbrance. The Certificate of Mortgage Rights contains the term Justice Based on the One Almighty God. Therefore, mortgage certificates have executive power. This means that mortgage certificates have the same power as the execution of court decisions that already have permanent legal force, and if the debtor defaults, the mortgage holder requests the execution of the mortgage certificate from the Head of the District Court based on the executory. The title listed in the mortgage certificate. The subsequent execution will be carried out in the same manner as the execution of a decision that has permanent legal force, namely through fiat execution.

Article 10 of Law Number 4 of 1996 concerning Land Mortgages and Related Objects states that in order for a land certificate to be used as collateral with executory power, it must be issued in front of a PPAT (Notary Public) with the land mortgage right attached to the land certificate used as collateral. The objects of land rights that can be encumbered with mortgage rights in Article 4 paragraph 1 of the Mortgage Law are ownership rights, business rights, and building rights, for which a land certificate must be attached as collateral for the debt with mortgage rights in accordance with the provisions of Article 13 paragraph (1) of the Mortgage Law and registered at the Land Office and Land Registry (PPAT). Upon registration with the Land Office, the Deed of Grant of Mortgage Rights (APHT) gives rise to a deed with executive power; subsequently, if the debtor defaults, the collateral agreement can be enforced without the intervention of the court (parate executie) in accordance with the terms of the Deed of Transfer of Rights. The Mortgage Deed (APHT) guarantees that the first mortgage holder has the right to sell the mortgaged property at their own discretion, but a land certificate that is not registered with the Land Office does not have enforcement authority.

If the parties to the agreement do not use an authentic deed, meaning that the APHT was established before the PPAT in securing the land certificate, but instead use a private deed that is not prohibited, then the land certificate does not yet have executive authority. In order for the land certificate to have executive authority, the creditor must take legal action if the debtor defaults, particularly by filing a default lawsuit with the District Court and seizing the collateral. In debt law, all of the debtor's assets, both existing and future, are used as collateral for the repayment of specific debts to each creditor. This is due to the fact that collateral for land certificates used in personal loan arrangements is broad collateral as stated in Articles

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1131 and 1132 of the Civil Code, namely that all of the debtor's movable and immovable property, existing or future, is liable for the debts they have incurred. This is the basis on which creditors can file a petition with the court for the seizure of all the debtor's assets. According to Zaenal Arifin in his journal, he observed loan agreements with land certificates as collateral without using mortgage rights; in fact, the agreement is valid according to the terms and conditions of a valid agreement as stipulated in Article 1320 of the Civil Code. In a loan agreement, if a land certificate is used as collateral for debt repayment, a Mortgage Deed must be drawn up and registered; it then has the same executory power as a court ruling that has permanent legal force.

According to Article 4 of the Mortgage Law, the granting of mortgage rights over land must be recorded in a public register. This is related to the fact that debts are given priority, which means they take precedence over concurrent creditors. All properties are registered as mortgages for debts. The registration serves as a form of publicity, so that everyone can see that a piece of land has been mortgaged for a certain amount. The loan agreement uses a land title certificate that is not registered through the Land Office and uses a mortgage. Therefore, the form of collateral in this loan agreement does not have executive power as referred to in Article 14 of the Mortgage Law, because it does not contain any restrictions. Therefore, the collateral used in this loan agreement is not included in mortgage collateral that has executive power.

Based on the above description, it can be determined that Article 1320 of the Civil Code states that a loan agreement that uses a land certificate but does not use a fixed mortgage is valid for a general guarantee agreement. This is because the agreement meets the validity requirements, but is disadvantageous to the creditor, especially in this case, because the creditor has limitations in many respects, such as not having priority rights over the collateralized assets. In addition, the creditor must also rely on a collateral agreement made with a third party to determine the rights and obligations of each party. In this case, the creditor suffers considerable losses in terms of time and money. Not only that, but the creditor also risks receiving lawsuits from third parties if they feel that the asset collateral is invalid or does not comply with the agreement. Furthermore, in relation to the execution process, creditors may find it difficult to execute third-party asset collateral without lien rights if the third party is uncooperative, and creditors must follow the applicable legal process to execute third-party asset collateral without

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lien rights. Therefore, in the author's opinion, in facing these legal implications, creditors must conduct a careful risk analysis and consider other alternatives to secure their interests.

1. Legal Analysis of the Execution of Third Party Asset Guarantees Without Lien Rights in the Event of Default.

   The execution of third-party asset collateral without lien rights involves complex legal analysis. Basically, if an asset is used as collateral without lien rights, the execution of the asset will depend on the type of agreement underlying the collateral. If the agreement is a regular civil agreement, the execution will follow general civil law rules. However, if there is another agreement governing the collateral, the execution will follow the rules of that agreement. In this case, no execution has been carried out because, as discussed in the previous point, the creditor has limited preferential rights due to the absence of lien rights in the third-party asset collateral. Based on interviews conducted by the author with informants, it is known that the execution of third-party asset collateral without lien rights has several limitations. Without lien rights, creditors do not have strong collateral, making the execution process more difficult and risky. There are several limitations in this process, namely:

   a. A More Complex and Lengthy Enforcement Process. Without collateral rights, the enforcement of third-party assets must go through a longer and more complex process, such as civil lawsuits and enforcement petitions to the court, which can be more time-consuming and costly.
   b. Risk of Asset Loss If the debtor is uncooperative or the assets have already been sold to a third party, the creditor may find it difficult to execute the assets and lose the opportunity to repay the debt.
   c. No Priority in Enforcement Without collateral, creditors have no priority in the enforcement of assets. If there are other creditors who have collateral or other stronger security rights, they will be given priority in debt repayment.
   d. Difficulty Proving Ownership In some cases, proving ownership of third-party assets that are not debtor assets can be difficult, especially if there are no clear documents or if the assets have changed hands several times.

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e. No Legal Certainty: Asset execution without collateral does not provide the same legal certainty as execution with collateral, because there is no clear legal mechanism to secure the assets from third parties.

In this context, liens give creditors greater legal power in asset enforcement, as liens grant preferential rights (priority) over those assets. Without liens, creditors must rely on ordinary enforcement processes, which are more complex and risky. As is known in situations where there are limitations on the execution of third-party asset collateral without lien rights, here are some steps that can be taken, such as analyzing the situation where it is necessary to evaluate the strength of the creditor's claim and the possibility of success in executing the asset collateral. Creditors should also assess the collateralized assets to ensure that they have sufficient value to cover the debt.

In addition to analyzing the situation, creditors can establish communication with third parties, either by negotiating with them to reach an agreement on the execution of asset collateral or by monitoring the collateralized assets to ensure that they are not sold or transferred without permission. Creditors may also pursue alternative resolutions, such as using mediation as an alternative to dispute resolution between creditors and third parties, or through arbitration. In addition, creditors may use the following legal strategies:

a) Filing a lawsuit. By filing a lawsuit in court to execute asset collateral if negotiations are unsuccessful.
b) Use of legal experts. Use legal experts to assist in the asset collateral enforcement process. In addition, supervision and monitoring are required. This involves supervising the activities of third parties to ensure that they do not take actions that could harm creditors, as well as monitoring the value of the collateralized assets to ensure that they have sufficient value to cover the debt.

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CONCLUSION

Based on the above description, several conclusions can be drawn, including the following: Third-party asset guarantees without lien rights are subject to general contract law and therefore do not grant special status to creditors. This creates limitations in the enforcement process and increases the risk of loss. Enforcement of guarantees without lien rights must go through general civil mechanisms. Creditors require additional legal strategies because they do not have the same enforcement powers as lien holders.

REFERENCES

A. Abdurrahman. 1991. Ensiklopedi Ekonomi, Keuangan, Perdagangan. Jakarta: PT. Pradya Paramitha.

Abdulkadir Muhammad. 2014. Hukum dan Penelitian Hukum. Bandung: Citra Aditya Bakti

Ashibly. 2018. Hukum Jaminan, Bengkulu: MIH Unihaz, Mri, hal. 5.

Bahsan M. 2012. Penilaian Jaminan Kredit Perbankan Indonesia. Jakarta: Rejeki Agung.

Burhan Sidabariba. 2019. Lelang Eksekusi Hak Tanggungan: Meniscayakan Perlindungan Hukum bagi Para Pihak. Depok Timur: Papas Sinar Sinanti.

Dzulkifli Umar & Utsman Handoyo. 2014. Kamus Hukum. Surabaya: Mahirsindo Utama.

Edy Putra Tje'Aman. 2017. Kredit Perbankan Suatu Tinjauan Yuridis. Yogyakarta: Liberty.

Gatot Supramono. 2016. Perbankan dan Masalah Kredit Suatu Tinjauan Yuridis. Jakarta.

Djambatan Herowati Poesoko. 2015. Parate Eksekusi Objek Hak Tanggungan. Yogyakarta: Laksbang Pressindo.

HP Panggabean. 1992. Himpunan Putusan Mahkamah Agung RI Mengenai Perjanjian Kredit Perbankan (Berikut Tanggapan). Jilid I. Bandung: Citra Adytia Bakti.

Iswi Hariyani. 2015. Restrukturisasi & Penghapusan Kredit Macet. Jakarta: PT Elex Media Komputindo.

J Satrio. 2015. Hukum Jaminan Hak Jaminan Kebendaan Hak Tanggungan. Buku VI. Bandung: Citra Aditya Bakti.

Mariam Darus Badrulzaman. 2017. Aspek Hukum Perjanjian Kredit Bank. Bandung: Citra Aditya.

Natsir Asnawi. 2017. Aspek Hukum Janji Prakontrak-Telaah dalam Kerangka Pembaruan Hukum Kontrak di Indonesia. Yogyakarta: UII Press.

Peter Mahmud Marzuki. 2016. Penelitian Hukum. Jakarta: Kencana.

Philipus M. Hadjon. 2015. Perlindungan Hukum Bagi Rakyat Indonesia. Surabaya: Bina Ilmu.

Remy Sjahdeini, 2016, Hak Tanggungan, Asas-asas, Ketentuan-ketentuan Pokok dan Masalah Yang Dihadapi Oleh Perbankan, Alumni, Bandung

Salim. HS, 2016, Perkembangan Hukum Kontrak Innominaat di Indonesia, Buku Kelima, Jakarta: Sinar Grafika

Subekti, 1997, Hukum Acara Perdata, Jakarta, BPHN.

Subekti, 2007, Kitab Undang-Undang Hukum Perdata, Jakarta, PT. Arga Printing.

Sujana Ismaya, 2016, Kamus Perbankan: Inggris-Indonesia Indonesia-Inggris, Bandung: Pustaka Grafika

Titik Triwulan Tutik, 2015, Hukum Perdata dalam Sistem Hukum Nasional, Jakarta: Kencana

M.Yahya Harahap, 2016, Segi-Segi Hukum Perjanjian, Bandung: Alumni

Zaeni Asyhadie, 2018, Hukum Keperdataan (Dalam Perspektif Hukum Nasional, KUH Perdata (BW), Hukum Islam dan Hukum Adat), Depok: PT RajaGrafindo Persada

Endah Wulandari. Perlindungan Hukum Bagi Bank Dalam Mencegah Kerugian Akibat Kredit Bermsalah Dengan Jaminan Personal Guarantee", Jurnal Fakultas Hukum Universitas Brawijawa, Vol. 11, No.7, Desember (2017)

Fajriyah, Nurjanatul, "Perlindungan Hukum Terhadap Kreditur (Bank) dan Debitur (Nasabah) dalam Perjanjian Kredit Tanpa Agunan (KTA) Bank X," Jurnal Hukum dan Pembangunan, Vol. 36 No. 2, April-Juni, (2016).

Lambang Siswandi, “Kreditur Dan Sebitur Dengan Hak Perlindungan Hukum Dalam Perjanjian Kredit Tanpa Agunan,” Jurnal Ilmu Hukum, Vol, 15, No. 1

Maria Elisabeth Elijana, Eksekusi Barang Jaminan Sebagai Salah Satu Cara Pengembalian Hutang Debitur, Prosiding Seminar Sehari Perbankan, Aspek Hukum Corporate Financing OlehPerbankan di Indonesia: Aturan Penegakan dan Penyelesaian Sengketa Hukum Dalam Hubungan Kreditor dan Debitor, Jurnal Hukum dan Pembangunan FH UI, Jakarta (2006).

Muchsin, Perlindungan dan Kepastian Hukum bagi Investor di Indonesia. Universitas Sebelas Maret, Surakarta, (2003)

Muhammad Hata Pratama, “Perlindungan Hukum Bagi Kreditur Dalam Pemberian Kredit Modal Kerja Tanpa Agunan,” Jurnal fakultas Hukum UB, Vol. 5, No. 1

Purwanto, et. all, Analisis Hukum Terhadap Jaminan Kredit Dalam Perspektif Pencegahan Kredit Macet, Jurnal Bina Mulia, Vol.13, No.2, Desember (2024)

Rage Cikal Nugroho, “Perlindungan Hukum Terhadap Kreditur Dalam Hal Dibatalkannya Sertifikta Hak Guna Bangunan Yang Dibebani Hak Tanggungan,” Jurnal Fakultas Hukum Universitas Andalas, Vol. 3, No.2, (2017)

Rahmi, et., al. Analisis Kepercayaan Dan Jangka Waktu Kredit Terhadap Penyaluran Kredit Pada Bank Sulselbar Makassar, Jurnal Ekonomy Deposit, (2021)

Sinaga, N. A., & Darwis, N., “Wanprestasi dan Akibatnya Dalam pelaksanaan perjanjian”, Jurnal Mitra Manajemen, Vol.7.2 (2020.

Suhermanto, et., al, Tanggung Jawab Debitur Atas Kredit Macet Yang Terjadi Terhadap Penggunaan Jaminan Milik Pihak Ketiga, Respiretory Universitas Pakuan, Bandung, 2019

Tentiyo Suharto. Konsep Penerapan Manajemen Risiko Hukum (Legal Risk) Pada Lembaga Keuangan Dan Perbankan Syariah Di Indonesia,” Jurnal Mataram, 1 Juni, (2022).

Zaenal Arifin, Rekonstruksi Parate eksekusi Hak Tanggungan Atas Tanah Yang Berbasis

Journal Widya Gama Law Review
Faculty of Law, Universitas Widya Gama Malang
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e-ISSN: 3063-8275

Nilai Keadilan, Jurnal Pembaharuan Hukum, Vol.II, No.2, Agustus 2016

Undang-Undang Dasar 1945

Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan

Undang-Undang Nomor 10 Tahun 1998 Tentang Perbankan KUHPerdata.

Heru Kristyana, "Restrukturisasi Ditengah Pandemic," http://www.liputan6.com, diaskes 14 April 2025.

KBBI, https://kbbi.web.id/jaminan/ diakses pada tanggal 19 Mei 2025 pukul 20.30 WIB

Pengertian Menurut para ahli, Pengertian Implikasi (online), http:/www.pengettianmenurutparaahli.com/pengertian-implikasi/, diakses pada tanggal 2 Juli 2025

Putusan Pengadilan Negeri Jakarta Selatan Nomor: 273/Pdt.G/2023/PN JKT.SEL