

# Reconstruction of Legal Protection Regulations for Debtors and Third Parties in Credit Agreements with the Object of Fiduciary Based Guarantee

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## Abstract

Agreement financing with guarantee fiduciary there is clause stating \_ that if debtor no pay off the debt or no Fulfill his obligations to creditor so without through court more formerly creditor entitled and giving power substitution creditor for To do necessary action \_ what if see by constitutive and productive no after with substance Article 23 paragraph (2) and Article 36 then writer aim for first analyze Regulation Legal Protection for Debtors and Parties Third In Agreement Credit with Object Guarantee Fiduciary Not yet Realize Score Justice , Second for analyze Protection Law For Debtor And Party Third In Agreement Credit with Object Guarantee Fiduciary moment this , third for To do Reconstruction Regulation Legal Protection for Debtor Dan Party Third In Agreement Credit with Object Guarantee Fiduciary Not yet Realize Value of Justice Method Study this is study qualitative with approach *sociolegal research* paradigm study *constructivism*. As for the findings study first Protection Regulation Law For Debtors and Parties Third In Agreement Credit with Object Guarantee Fiduciary Not yet Creating Value Justice In Thing divert , pawn rent , share results to the other party The object that becomes object Guarantee Fiduciary because existence assessment related with debtors and parties third second weaknesses Regulation as Protection Law of Sharing Debtors and Parties Third In Agreement Credit with Object Guarantee Fiduciary Not in line with existence agreement written from receiver fiduciary yang regulated in Article 23 and Article 36 of the Law Guarantee Fiduciary. Third Reconstruction Regulation Legal Protection for Debtor Dan Party Third In Agreement Credit with Object Guarantee Fiduciary Not yet Realize Value of Justice a) Reconstruction score justice regulation Legal Protection for Debtor Dan Party Third In Agreement Credit could increase protection law for debtor productive and constructive b) reconstruction norm there is Article 23 Giver Fiduciary prohibited transfer , pawn , rent and perform contract work for results to the other party The object that becomes object Guarantee Fiduciary who doesn't is object supplies , except with agreement written more formerly from Receiver Fiduciary . Article 36 becomes 2 paragraphs which mention paragraph (2) Criminal as intended \_ in Article 35 and Article 36 paragraph (1) in Constitution this is offense complaint.

**Keywords:** Fiduciary, Agreement, Legal Protection, Reconstruction.

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## PRELIMINARY

Development economy specifically credit , in form guarantee fiduciary as means for get working capital answer needs Public as means for get credit capital nor needs consumptive like vehicles are also demands will availability needs tertiary , for example needs will means transportation Fulfillment needs capital no miss from problem cost or the necessary funds , which are generally amount more big of available funds for Fulfill necessary needs \_ in face lack of funds for one road get out \_ conducted is with owe to other (Gatot, 2009) party here then arise debt agreement \_ or gift credit . Basically \_ gift loan funds or working capital could give by creditors to debtor as long as the

funds or capital could returned by debtor to creditor (Kamello & SH, 2022).

Giving loan funds or working capital could become easy choice and solution \_ in resolve limitations financial remember height price must - have vehicle paid shut up in condition a day day community rather difficult get or have access for get bank credit so that business financing consumer will interesting interest many Public this seen in \_ lately this is sales data vehicle motorized wheel four from Holder Sole Agent Brand (ATPM) shows chart enough improvement \_ fantastic which shows a huge improvement data significant (Bermasalah *et al.*, n.d.)

As example The GIIAS BDS City 2022 exhibition was attended by 385,487 visitors' amount transaction amounting to Rp 11.74 trillion. GAIKINDO revealed sale car since January - August 2022 as many as 658,232 units. This figure grew 21.1% from the year 2021 ago which only sold as many as 543,424 units. After sale the car that was launched in August 2022, GAIKINDO is back push sales in industry automotive with return roll out GIIAS exhibition. Surabaya will Becomes city maintenance exhibition The next GIIAS The Series automotive on September 14-18 2022 at Grand City Convex, Surabaya (Agung Kurniawan, 2022) with Thing the needs will vehicle motorized promise sure land \_ for effort this is one of them the indicator seen from courage institution financing consumer in pour out the funds to society, the more bigger and bigger big expansive.

According to Munir Fuady (Hakim, 2021), the birth of gift credit with system financing consumer this actually as answer on facts \_ \_ as following:

1. Less banks interested / not enough many in provide credit to consumers , who generally is credits sized small;
2. Other formal sources of funds many limitations or the system is lacking flexible or no in accordance needs. For example what does Perum do? Pawnshop, which is beside power limited range, but also requires \_ submission something as guarantee. This very burdensome society.
3. System informal payments like those made by leeches land or middleman feel very gripping community and very *usury oriented*. So that system like this very hated and considered as usury, and many countries and religions forbid it.
4. System formal financing through cooperatives, such as Village Unit Cooperative it turns out no develop as expected \_

Could draw conclusion that actually among kerdit consumption with financing consumer same, only different party giver where is the credit? Financing consumer carried out by the agency financing temporary credit consumer provided by the bank. Or clearer Financing consumer is one \_ form financing by the company \_ financial, besides activity like *leasing*, *factoring*, and cards credit. So that consumer permanent dominate object financing and taking benefit from object financing that.

Agreement financing consumer vehicle made as embodiment deal among company financing consumer with consumers. Inside \_ agreement the has poured rights and obligations good for creditor nor debtor one \_ obligation most important debtor is obligation for return credit in the form of tree loans and interest which are something Thing no can neglected. In reality business financing consumer this of course not without risk. As something gift credit, one risk that is the traffic jam payment installments by consumers, in

Thing this means there is existence something neglected obligations. \_ Consequence existence credit problem this, can cause institution financing experience difficulty especially concerning with level health finance institution financing , which means occur slump performance at a time to score something company (Suyadi & Prastiyo, 2019).

When look at the agreement financing with guarantee fiduciary there is clause stating \_ that if debtor no pay off the debt or no Fulfill his obligations to creditor so without through court more first, creditor entitled and give power substitution creditor for To do necessary actions, for example take wherever and wherever anybody goods the be and sell in advance general or by under hand before agreement gift credit to consumers taken, but in fact credit problem still permanent happen. Stages solution credit problem in every institution financing can so different, and in handling there is sometimes considered consumer harmful himself.

## RESEARCH METHODS

Method research used \_ is juridical empirical (*socio-legal research*) (Jonaedi Efendi *et al.*, 2018) Study law juridical conducted with method researching ingredient library which is secondary data and research this also called research law bibliography (Soemitro, 1990) explains that law could studied and researched as something studies about the real law live in society as non- doctrinal and non - doctrinal studies empirical. Meanwhile is known that study sociological law emphasize the importance steps observation, observation and analytical \_ \_ empirical or more \_ known with *sociolegal research*. leave from view that law is manifestation meanings symbolic perpetrator social as look from interaction between them (the community) then the data obtained researcher both primary data and secondary data will analyzed by qualitative and presented by descriptive that is with method explain, describe and describe problem as well as related solutions \_ close with study this. working as means engineering social where regulation Constitution comprehensive could create effective protection \_ to rights citizen who must follow existing developments \_ including follow development of the world and According to Lawrence M. Friedman put forward that effective and successful whether or not enforcement law depends combined between 3 components (Friedman, 1975) law will play a role with good where third aspect subsystems whose structure , substance and culture law that each other interact and play role in accordance function, so that law will walk by harmonious and balanced.

## DISCUSSION

Financing institution is institution finance not the bank that appears as something form provision of funds or capital goods to society , which is not withdraw funds \_ direct from society. Financing

Company consumer as one \_ form effort from institution Funding basically \_ no emphasize aspects \_ guarantee (*collateral*), because in financing consumer purchased item \_ made as guarantee with the binding by fiduciary which is the binding the use agreement financing.

Agreement financing consumer made based on principle freedom contract the parties who load formula will in the form of rights and obligations from company financing consumer as party fund providers (*fund lenders*), and consumers as party fund users. \_ Connection Among party creditor with debtor is connection contractual in Thing this contract agreement financing consumers. If debtor the no appropriate time in doing his obligations so debtor the default. According to Legal Dictionary, default means negligence, negligence, injury promise no \_ keep his obligations in agreement (BERGERAK & WIRANTO, n.d.)Default it means no Fulfill obligation as set in engagement or agreement. Not fulfilled obligation in something agreement could cause two thing, namely (Umaaya, 2019):

1. Error debtor good on purpose nor no on purpose.
2. State forcing (*overmacht / force majur*).
3. It says has happening default that is there is four conditions that have been set in Article 1243 of the Civil Code, namely:
4. Achievement same very not fulfilled. \_
5. Mistakenly filled \_
6. Too late to fill.
7. To do something according to agreement no can done.

In Article 1 paragraph (2) of the Law Number 42 of 1999 concerning Guarantee Fiduciary explain that:

"Guarantee Fiduciary is right guarantee on object move good in form or not \_ form and thing no move specifically buildings that don't could burdened right dependents as meant in Constitution Number 4 of 1996 concerning Right Fixed liability \_ is at in mastery giver Fiduciary, as collateral for repayment of certain debts, which provide priority position \_ to Receiver Fiduciary to creditor other."

Agreement Guarantee Fiduciary no something right Guarantee born \_ because Constitution but must promised more formerly between the Bank and the customer debtor. guarantee Fiduciary is one \_ means protection law for Bank security that is as certainty that debtor will pay off credit and anticipate existence faith bad debtor so object guarantee Fiduciary the has conducted registration at the Registration Office Fiduciary, so receiver guarantee Fiduciary has get right as preferred (Rizki, 2020)creditor. Creditor Preference that is creditors who have right proceed because nature owed by law given position special. Creditor Preference consists from Creditor preference special, as set in Article 1139 of the Civil Code, and

Creditors Preference General, as set in Article 1149 of the Civil Code.

Consequence law debtor default on the agreement financing consumer with guarantee fiduciary and object guarantee confiscated party third could requested be responsible answer by civil that is according to Article 11 paragraph (1) of Law no. 42 of 1999 concerning Guarantee Fiduciary, burdened object \_ guarantee fiduciary required registered according to provision Constitution and guarantee \_ fiduciary the new declared born (valid) since note it guarantee fiduciary that in fiduciary register. \_ When guarantee fiduciary already registered so nature object guarantee fiduciary \_ \_ precede (*droit de preference*) follow object material guarantee fiduciary.

In explanation Article 11 UUJF says "Registration" burdened thing \_ with guarantee fiduciary implemented on the spot position giver Fiduciary and registration covers things, both those that are neither inside nor outside the territory of the Republic of Indonesia for Fulfill principle publicity at a time is guarantee certainty to creditor other about thing that has burdened guarantee fiduciary.

Based on right objects attached to the guarantee fiduciary and principle *drip de suite* where right the Keep going follow the thing in hand anybody object the be , when debtor injury promise will arise something consequence law where creditor have right or power force for interesting object guarantee fiduciary the from party third with To do execution.

Chapter 14 paragraph (3) of the Guarantee Act Fiduciary, Article 14 paragraph (3) states,

"*Guarantee Fiduciary born on the same date with date note it Guarantee Fiduciary in Fiduciary Register Book*".

Guarantee fiduciary who has not registered, creditor not yet have right guarantee fiduciary including right to do execution to medium thing \_ guaranteed. By general in practice when occur problem law default Among debtors, creditors and parties third , on the agreement fiduciary (assessor) due to because existence negligence party creditors who do not obey with applicable rules, namely \_ party creditor no To do registration guarantee fiduciary institutionalized already registered \_ affixed to UUJF. Because happening from deed the because no existence affirmation severe sanctions \_ in applicable regulations, so that bound parties \_ rule out regarding registration fiduciary at the Ministry of Justice basic Human . Though registration guarantee fiduciary very important for done, but in practice still many do n't register it.

As a result is no have nature *droit de suite* and creditors no have precedence rights. \_ Besides loss right preference from creditor right the executive title of the

executorial also follows loss because Besides loss right preference from creditor right the execution of the executorial title also follows is lost because no have strength law like what is in the Certificate Guarantee Fiduciary. Of course should object from guarantee fiduciary that registered and created deed notarial for certainty the law more guaranteed and minimized error or possible omission \_ occurred caused by the debtor negligent. \_ as a result creditor no have right preferences and executorial title rights, so that creditor only as creditor concurrent. In Article 10 letter b of the Law about guarantee fiduciary and loss finished thing \_ object guarantee fiduciary not remove demands insurance. So the missing thing as well as not insured then claim insurance will pop up exchange object guarantee fiduciary related as source to use it paid off debt si debtor to si creditor. It means loss guarantee fiduciary not make debt guarantee debtor finished. The debtor obliged must pay off the debt sync on approval credit. Same thing with things guarantee insured then object related lost, then ha katas kalime insurance related can used for replace object guarantee fiduciary for source payment debt sidebitur. Lost guarantee fiduciary not make deal tree Becomes deleted, but loss deal tree or loss deal credit make loss guarantee fiduciary. Lost guarantee fiduciary not make deal tree Becomes deleted, but loss deal tree or loss deal credit make loss guarantee fiduciary. Consequence law if arise problem because error intentional from debtor so creditor free from liability. In other words si debtor has not quite enough answer maximum. This thing stated in Article 24 of the Guarantee Act Fiduciary which reads: "Recipient Fiduciary no bear obligation on consequence action or negligence giver Fiduciary good that arises from connection contractual or what arises from deed violate law in connection with use and transfer of Objects that become object Guarantee Fiduciary."

In accordance with UUJF, Fiduciary is diversion right ownership something object on base trust with provision that right thing \_ ownership diverted the permanent is at in mastery owner thing. In Guarantee Fiduciary customer or debtor called as giver Fiduciary, while the Financing Company / Creditor called as Receiver Fiduciary. After creation agreement among customers and companies so goods guarantee must quick registered fiduciary no later than 30 days after agreement created and registered more first at the Registration Office Fiduciary in accordance with Regulation Financial Services Authority (POJK) Number 29/PJOK.5/2014 Article 22, which states that: " Financial company" Required register guarantee fiduciary at the office registration fiduciary at least 1 (one) month counted since date agreement financing.

Regulation Government (PP) Number 21 of 2015 Article 4, which states:

"Application registration Guarantee Fiduciary as meant in Article 3 filed in period maximum time of

30 (three twenty) days counted since date making deed Guarantee Fiduciary."

Deeds and Certificates Agreement fiduciary In part following will parsed by short about rights and obligations of the parties in fiduciary in the institution financing as well as consequence from negligent giver Fiduciary to obligations listed in \_ \_ Deed fiduciary. As for rights giver Fiduciary namely:

1. Object Guarantee controlled by Giver Fiduciary; and
2. Receive a copy of the certificate Fiduciary. Obligation giver Fiduciary that is:
  - a. giver Fiduciary prohibited lend , rent , transfer or deliver mastery , use or change use on object guarantee;
  - b. giver Fiduciary Required for pay whole debt in accordance with what was agreed;
3. giver Fiduciary Required for maintain Object Guarantee with as well as possible;
4. All taxes , duties, levies and charges other to Object Guarantee ( if exists ) is burdens and responsibilities giver Fiduciary;
5. giver fiduciary ensure Receiver Fiduciary from all lawsuit filed by the parties to three in connection with object guarantee;
6. giver Fiduciary Required manage , complete , and pay claim , lawsuit or bill the on costs and responsibilities answer giver Fiduciary;
7. giver Fiduciary no entitled for To do Fiduciary repeat, Object Guarantee, no allowed for charge with method anything, or divert with method whatever Object Guarantee to other party; and
8. Deliver Object Guarantee to Receiver Fiduciary if no Fulfill his obligations with carefully as already determined in Deed or Agreement Financing If negligent on obligations, then:
  - a. giver Fiduciary must bear all risk to damage, loss, accident, loss, and others to Object Guarantee;
  - b. giver Fiduciary must release right on Object Guarantee Fiduciary;
  - c. giver fiduciary Required deliver thing that becomes Guarantee Fiduciary in skeleton implementation execution Guarantee Fiduciary; and
  - d. Receiver Fiduciary entitled for by directs take or interesting return (mastery) object Guarantee.

#### **1. Regulation Legal Protection for Debtors and Parties third in Agreement Credit with Object Guarantee Fiduciary has not Realized the Value of Justice**

- (a) **Base Philosophical Regulation Legal Protection for Debtors and Parties third in Agreement Credit with Object Guarantee Fiduciary has not Realized the Value of Justice:** Protection law for debtors and parties third with object guarantee the best fiduciary



set in Constitution number 42 of 1999 concerning guarantee fiduciary must notice aspect justice in fulfillment needs murder national. As stated in the preamble which mentions "a very urgent need". big and steadily increase for the business world on availability of funds, necessary balanced with existence provision clear and complete laws governing \_ \_ about institution guarantee " look " existence inequality Among ambition actually arranged \_ regulation legislation ( *das sollen*) with what happens to society (*Das Sein*). Inequality that in the end could bring up weaknesses for the parties in implementation agreement with use guarantee fiduciary. Weaknesses protection they could found practice application agreement fiduciary in the field, including: no did registration object fiduciary (only stop on manufacture deed authentic).

- (b) **Base Sociological Regulation Legal Protection for Debtors and Parties third in Agreement Credit with Object Guarantee Fiduciary has not Realized the Value of Justice:** Regulation protection law for debtors and parties third with object guarantee fiduciary is great instrument \_ important for is known many society. Society as neither debtor nor party third must feel justice during regulation walk. Existence Receivable List Letter is letter statement containing amount identity party third and sum receivables owned by the debtor on party third, which is made and signed by the debtor ( giver ) fiduciary ) and then used as proof object guarantee fiduciary. Receivable List Letter contain amount risk because his existence not yet set by special in laws , as well as created and signed by the giver fiduciary below \_ hand , so no could accountable truth content , meaning not yet there is certainty law related Presence of Receivables Register Letter that . This thing is one \_ reason weak protection law that can harmful receiver fiduciary later \_ day. Whereas object creditor \_ the guarantee in the form of accounts receivable need protection law on right as receiver fiduciary who has position *preference*.
- (c) **Base Juridical Regulation Legal Protection for Debtors and Parties third In Agreement Credit with Object Guarantee Fiduciary hasn't Realized the Value of Justice:** Destination from enforcement obligation this is for Fulfill principle publicity and give certainty law on giver fiduciary , recipient fiduciary as well as on the third so that party third ( other creditors ) can know the status of object guarantee guaranteed fiduciary \_ to him is medium thing \_ or no currently used as

guarantee in agreement another (Raharjo, 2006).

2. **Weaknesses Legal Protection for Debtors and Parties third in Agreement Credit with Object Guarantee Fiduciary Moment this**
- a. **Weakness Structure Legal Protection for Debtors and Parties third in Agreement Credit with Object Guarantee Fiduciary:** Implementation protection law for creditor in something agreement guarantee fiduciary born making On loading guarantee fiduciary made \_ by notarial , and so on emphasized with registration from deed agreement , UUJF has striven give something technical protection for interest creditors , only it's a shame the system no applied with confirm by concrete , in something system implementation protection through execution to guarantee fiduciary , which in the end give choice for creditor for go through Street meaningful peace \_ give addition other costs.
- b. **Weakness Substance Legal Protection for Debtors and Parties third in Agreement Credit with Object Guarantee Fiduciary:** In Regulation as Protection Law of Sharing Debtors and Parties Third In Agreement Credit with Object Guarantee Fiduciary Not in line with existence agreement written from receiver fiduciary. If provision the violated from substance the law regulated in Article 23 and Article 36 of the Law Guarantee Fiduciary.
- c. **Weaknesses in Legal Culture Legal Protection for Debtors and Parties third in Agreement Credit with Object Guarantee Fiduciary:** Culture law is also categorized so that enforcer law no could operate his authority with fluent if no there is support by facility para supporters because that is facility supports that go into the structure law and consciousness incoming law \_ in realm culture law it. Still rampant All Public knows ways control the social we give qualification juridical. However ways that no given the same meaning by the societies it. Certain people quick demand from law to guarantee the values that they considered tree. Every Public no see the world same, often Preferred values \_ that different one each other. Likewise \_ \_ with contents law each society. In anthropology no could limit self on research contents rules laws and forms the penalty, but what is necessary is known with clear is the formation process the law. Man in life socialize has equipped for apply and respect tall values culture certain. Values \_ culture , which by insiders Public certain must upheld high , not yet of course considered important by citizens other society values culture covered by more concrete.

**3. Reconstruction Regulation Legal Protection for Debtors and Parties third in Agreement Credit with Object Guarantee Fiduciary has not Realized the Value of Justice**

**a. Reconstruction Score:** The value of justice that has been mentioned above \_ could make it happen orderly social, because orderly social realize all- in- one situation regular among member existing community \_ in one country. Orderly social in Public no means no there is disputes and problems law , but all showdown or act criminal solved in accordance applicable law based on Pancasila because of score justice based on Pancasila can our take one reject measuring that law that doesn't fair no law. Because of justice law that lies in the essence law, while law our must in accordance with Pancasila Reconstruction taken value \_

from Pancasila justice if compared with values justice so Reconstruction Regulation Legal Protection for Debtors and Parties Third In Agreement Credit with Object Guarantee Fiduciary Hasn't Realized the Value of Justice for debtor productive and conscientious.

**b. Reconstruction Norm:** Norm Reconstruction is available in Article 23 Giver Fiduciary prohibited transfer, pawn, rent and perform contract work for results to the other party. The object that becomes object Guarantee Fiduciary who doesn't is object supplies, except with agreement written more formerly from Receiver Fiduciary. Article 36 becomes 2 paragraphs which mention paragraph (2) Criminal as intended \_ in Article 35 and Article 36 paragraph (1) in Constitution this is offense complaint.

**Reconstruction Regulation**

| No | Before Regulation UUFJ 42 Th 1999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Weakness                                                                                                                                                                                                                                                                                                                                                                                                                      | Regulation UUFJ 42 Th 1999                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <p>Article 23</p> <p>1) With no reduce provision as meant in Article 21, if Receiver Fiduciary agree that giver Fiduciary could use, combine, mix, or divert Objects or results from the thing that becomes object Guarantee Fiduciary, or agree To do billing or To do compromise on accounts receivable, then agreement the no means that Receiver Fiduciary release Guarantee Fiduciary.</p> <p>2) Giver Fiduciary prohibited transfer, pawn, or rent to the other party. The object that becomes object Guarantee Fiduciary who doesn't is object supplies, except with agreement written more formerly from Receiver Fiduciary.</p> | <p>Not in line with existence agreement written from receiver fiduciary. If provision the violated, then based on Article 36 of the Law Guarantee Fiduciary, giver fiduciary could convicted with criminal imprisonment for a maximum of 2 years and a fine of not more than Rp. 50,000,000,- (fifty million Rupiah).</p>                                                                                                     | <p>Article 23</p> <p>1) The same</p> <p>2) giver Fiduciary prohibited divert, pawn rent out, or To do contract work for results to the other party The object that becomes object Guarantee Fiduciary who don't is object supplies, except with agreement written more formerly from Receiver Fiduciary.</p>                                                                                                                                                                                                                            |
| 3. | <p>Article 36 UUFJ Year 1999 reads : "Giver Fiduciary which divert, pawn, or rent Object which Becomes object Guarantee Fiduciary as meant in Article 23 paragraph (2) carried out without agreement written more formerly from Receiver Fiduciary, convicted with criminal imprisonment for a maximum of 2 ( two ) years and a fine of not more many IDR 50,000.000,- (five twenty million rupiah)".</p>                                                                                                                                                                                                                                | <p>Article 36 of Law no. 42 of 1999 concerning guarantee fiduciary, threatened criminal maximum imprisonment of 2 years prison Perpetrator diversion object guarantee fiduciary no could conducted detention because criminal the prison no Fulfill provision Article 21 of the Criminal Procedure Code, can just investigator To do detention if notice provision Article 21 paragraph 1 of the Criminal Procedure Code.</p> | <p>Article 36 UUFJ Year 1999 reads :</p> <p>1. "Giver Fiduciary which divert, pawn, or rent Object which Becomes object Guarantee Fiduciary as meant in Article 23 paragraph (2) carried out without agreement written more formerly from Receiver Fiduciary, convicted with criminal imprisonment for a maximum of 2 ( two ) years and a fine of not more many IDR 50,000.000,- (five twenty million rupiah</p> <p>2. Criminal as intended _ in Article 35 and Article 36 paragraph (1) in Constitution this is offense complaint.</p> |

## CONCLUSION

1. Protection Regulation Law For Debtors and Parties Third In Agreement Credit with Object Guarantee Fiduciary Not yet Creating Value Justice. Need existence assessment related protection law debtor productive so that no there is gap among debtor productive and constitutive with party third especially in agreement contract.
2. Weaknesses Regulation as Protection Law of Sharing Debtors and Parties Third in Agreement Credit with Object Guarantee Fiduciary:
  - a. In the structure of the apartment law and implementer regulation not yet could operate by maximum regulation Articles 23 and 36 of Law 49 of 1999 concerning fiduciary.
  - b. In substance contained in Articles 23 and 36 of Law 49 of 1999.
  - c. In culture \_ law very influence awareness law Public could accept application offense complaint as offense criminal in fisudia to party to three.
3. Reconstruction Regulation Legal Protection for Debtor Dan Party Third In Agreement Credit with Object Guarantee Fiduciary Not yet Realize Value of Justice.
  - a. Reconstruction score justice regulation Legal Protection for Debtor Dan Party Third In Agreement Credit could increase protection law for debtor productive and conscientious.
  - b. Norm Reconstruction is available in Article 23 Giver Fiduciary prohibited transfer, pawn, rent and perform contract work for results to the other party. The object that becomes object Guarantee Fiduciary who doesn't is object supplies, except with agreement written more formerly from Receiver Fiduciary. Article 36 becomes 2 paragraphs which mention paragraph (2) Criminal as intended \_ in Article 35 and Article 36 paragraph (1) in Constitution this is offense complaint.

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