Equality : Journal of Law and Justice
Vol. 3, No. 1, May, 2026, P. 8-25
e-ISSN: 3048-1252 (online)
https://jurnal.sinesia.id/index.php/Equality-JLJ

The Destruction of Fiduciary Guarantees in Credit Agreements and Its Legal Ramifications

Dahris Siregar[1], Muhammad Dhobit Azhary Lubis[2]
E-mail Korespondensi: dahrissiregar1977@gmail.com
[1]Universitas Tjut Nyak Dhien, Indonesia
[2]Universitas Haji Sumatera Utara, Indonesia

Info Article
|Submitted: 28 September 2025 **|Revised**: 7 December 2025 **|Accepted**: 3 January 2026
|Published: 9 January 2026

How to cite: Dahris Siregar, "The Destruction of Fiduciary Guarantees in Credit Agreements and Its Legal Ramifications", *Equality : Journal of Law and Justice*, Vol. 3, No. 1, May, 2026, p. 8-25.

ABSTRACT

The withdrawal of the fiduciary guarantee will be affected if the credit agreement's fiduciary guarantee object is destroyed or lost. The purpose of this research is to ascertain the legal implications of fiduciary pledges in credit agreements being lost by taking into account the position of creditors in such a scenario. The issues brought up, examined, and clarified in this study are centered on the application of rules or norms in positive law as it employs a normative research methodology. Primary, secondary, and tertiary legal materials are used in the issue method, which combines a legal and conceptual approach. The study's findings demonstrate that the legal ramifications of a fiduciary guarantee loss arrangement do not absolve the debtor of making the outstanding credit installment payments to creditors. According to the study's findings, fiduciary assurances in credit agreements are essential for providing creditors with legal protection. since the debtor is the object of the guarantees. This implies that should the debtor fail to fulfill their obligations under the credit agreement with fiduciary assurances, in order to ensure the interests of creditors are protected by the law, when attempting to reach a settlement, creditors may seek executorial seizure of the debtor's assets.

Keyword: *The Parties, Covenant, Guarantee, Responsibility.*

ABSTRAK

Pencabutan jaminan fidusia akan berlaku apabila objek jaminan fidusia dalam perjanjian kredit tersebut musnah atau hilang. Tujuan penelitian ini adalah untuk mengetahui implikasi hukum dari hilangnya jaminan fidusia dalam perjanjian kredit dengan mempertimbangkan posisi kreditur dalam skenario tersebut. Permasalahan yang diangkat, dikaji, dan diklarifikasi dalam penelitian ini difokuskan pada penerapan aturan atau norma hukum positif karena menggunakan metodologi penelitian normatif. Bahan hukum primer, sekunder, dan tersier digunakan dalam metode permasalahan, yang menggabungkan pendekatan hukum dan konseptual. Temuan penelitian ini menunjukkan bahwa konsekuensi hukum dari pengaturan kerugian jaminan fidusia tidak membebaskan debitur dari kewajiban membayar angsuran kredit yang belum lunas kepada kreditur. Berdasarkan temuan penelitian, jaminan fidusia dalam perjanjian kredit sangat penting untuk memberikan perlindungan hukum kepada kreditur karena debitur merupakan objek jaminan. Artinya, apabila debitur gagal memenuhi kewajibannya berdasarkan perjanjian kredit dengan jaminan fidusia, guna memastikan kepentingan kreditor dilindungi oleh hukum, saat berupaya mencapai penyelesaian, kreditor dapat berupaya melakukan penyitaan eksekutorial atas aset debitur.

Kata Kunci: *Para Pihak, Perjanjian, Jaminan, Tanggung Jawab.*

Introduction

Banking organizations possess an important strategic part in facilitating the achievement of national development as finance providers. Banks try to collect money from the general population and use it to fund credit operations in the

community. The main function of Indonesian banks is to collect and distribute public funds, according to Article 3 of Law Number 10 of 1998 regarding Amendments to Law Number 7 of 1992 about Banking.[1]

One of the types of loan and borrowing agreements governed by the credit agreement is included in Indonesia's Third Book of the Civil Code.[2] Credit in whatever form is essentially a loan and borrowing arrangement, according to Articles 1754 to 1769 of the Civil Code. Legal ties in credit, however, are no longer limited to loan-borrowing arrangements in contemporary banking practice; rather, they also include a variety of additional agreements, including power of attorney agreements.

An agreement between creditors and debtors has a significant impact on the creditor's perception that the debtor must be able to meet his commitments, hence guaranteeing a debt or credit has a highly important significance for creditors. A credit guarantee serves as more than just a guarantor; It also acts as protection for creditors who have given the debtor a specific amount of money that needs to be used as capital. Additionally, this gives the creditor legal assurance that the money they received from the debtor would eventually be reimbursed through the credit system.[3]

A guarantee is an assurance provided to a creditor by the debtor that the debtor will perform a financial obligation that can be evaluated using funds from an agreement.[4] Understanding the law of guarantees as it is found in different applicable laws and regulations is crucial when it comes to debt guarantees. This is so that all parties involved in the supply of credit guarantees, including banks acting as lenders, can protect their interests.

Banks extend credit to everyone who can pay back on terms through a debt and receivables arrangement between debtors and creditors. An agreement that establishes and governs the rights and responsibilities of both parties with regard to the granting of credit is known as a credit agreement. Therefore, this collateral has a very strong legal position for the creditor since it will create a faith that the debtor will perform all of the prearranged duties and have qualified legal

[1] Undang-Undang RI, "Undang-Undang Republik Indonesia Tentang Perbankan (UU No.10 Pasal 1 Tahun 1998)," 1998, file:///C:/Users/User/Downloads/UU Nomor 10 Tahun 1998.pdf.

[2] Satrio Nugroho et al., "Tinjauan Yuridis Perjanjian Kredit Perbankan Dengan Nasabah Pelaku Usaha Mikro Kecil Dan Menengah," *Notarius* 17, no. 1 (2024): 327–40, https://doi.org/https://doi.org/10.14710/nts.v17i1.26817.

[3] M Ardiansyah Lubis and Mhd. Yadi Harahap, "Perlindungan Hukum Terhadap Kreditur Sebagai Pemegang Hak Jaminan Dalam Perkara Debitur Wanprestasi," *Jurnal Interpretasi Hukum* 4, no. 2 (2023): 337–43, https://doi.org/10.22225/juinhum.4.2.7834.337-343.

[4] Dahris Siregar, *Hukum Jaminan*, ed. Aly Rasyid, Cetakan Pe (Medan: PT Dewangga Energi Internasional, 2025).

assurance.[5] As opposed to a pawn, which is charged with a fiduciary guarantee, this guarantee is a guarantee of trust and is not transferred to the fiduciary or creditor; instead, it remains in the debtor's or a third party's possession.

The transfer of an object's ownership rights based on trust is referred to as fiduciary in Article 1 Point 1 of the Fiduciary Guarantee Law (UUJF) No. 42 of 1999, provided that the object's owner retains possession of the transferred ownership rights.[6] Article 314 paragraph (3) of the Jis Commercial Code and Article 1162 of the Civil Code both mention the right of dependence or mortgage, as indicated in Law No. 4 of 1996, The right of guarantee for moveable items, whether registered or unregistered, physical or intangible, is known as fiduciary guarantee, and either fixed or mobile, as long as the item is free from the right of reliance.[7]

The written fiduciary agreement serves the function of enabling the fiduciary creditor to request, in his own best interest, the simplest method of demonstrating that the guarantee was delivered to the debtor. The ability to foresee unforeseen circumstances and uncontrollable events, such the debtor's death, before the creditor obtains his rights, is another crucial component of a structured fiduciary arrangement. It will be challenging for creditors to establish their claims against the debtor's heirs in the absence of a legitimate Fiduciary Guarantee Deed. Fidelity guarantee deeds are notary deeds in Indonesia, according to Article 5 paragraph (1) No. 42 of 1999. that encumbers things with a fiduciary guarantee. Furthermore, a charge whose amount is further specified by government rules applies to the creation of a Fiduciary Guarantee deed as mentioned in Paragraph (1) of Article 5 above under No. 42 of 1999, Article 5, paragraph (2). Fiduciary guarantee-encumbered objects are required to be registered, according to Article 11 paragraph (1) No. 42 of 1999.[8]

An agreement called as a fiduciary agreement is created by a bank credit arrangement, allowing the debtor who fails on the bank to subsequently collect the debt repayment by selling fiduciary equity. Furthermore, in practice, if the debtor is not liable for repaying the obligation, the bank will probably have control over purpose of the fiduciary guarantee, so if a bankruptcy is filed by the debtor, what will happen to the fiduciary guarantee and why are the fiduciary creditors

[5] Romlatust Nain et al., "Model Alternatif Pelaksanaan Eksekusi Objek Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor 2/Puu-Xix/2021," *Gorontalo Law Review* 5, no. 1 (2022): 288–99, https://doi.org/https://doi.org/10.32662/golrev.v5i1.

[6] Presiden Republik Indonesia, "Undang-Undang No 42/1999 Tentang Jaminan Fidusia," *Jdih*, no. 1 (1999): 1–5, file:///C:/Users/User/Downloads/UU Nomor 42 Tahun 1999.pdf.

[7] Tsuroyyaa Maitsaa Jaudah and Puji Sulistyaningsih, "Konsekuensi Atas Penghapusan Jaminan Fidusia Yang Tidak Dilakukan," *Media of Law and Sharia* 5, no. 3 (2024): 282–92, https://doi.org/https://doi.org/10.18196/mls.v5i4.148.

[8] Supianto Supianto and Nanang Tri Budiman, "Pendaftaran Jaminan Fidusia Sebagai Pemenuhan Asas Publisitas," *Ijlil* 1, no. 3 (2021): 216–35, https://doi.org/10.35719/ijl.v1i3.84.

recognized as pure separatist creditors as mentioned in the Fiduciary Guarantee Law's Article 27, Paragraph 3. Therefore, it is essential to make the position clear from the perspective of the fiduciary owner.

The legal ramifications of destroying uninsured fiduciary guarantee objects against creditors are examined in Anak Agung Sri Nari Ratih Pradnyawathi's research, which highlights the need for insurance on fiduciary guarantee objects and the need for creditors to be more cautious when drafting credit agreements. Credit restructuring is one of the coercive measures that must be taken to safeguard creditors legally, including non-litigation and litigation.[9]

Naufal Muhammad Faaza's study looks at the legal ramifications of losing fiduciary guarantees under both positive and Islamic law, as well as the loss of collateral. The agreement with creditors and debtors is terminated, but the insurance claims that were previously agreed upon are left in place, so if the goods are lost, the insurance company will replace them. Islamic law requires that the owner of the products bear responsibility for any potential loss or damage.[10]

The distinction between this study and the earlier research mentioned above, which looked at fiducia as an object of credit guarantee, is that the creditor receives legal protection under article 25 of Law No. 42 of 1999's fiducia law, and the debtor's responsibility remains in place even if the collateral is lost or destroyed.

In this way, the bank can only or is permitted to continue the community's deposits to customers in the form of a credit system. The provision of credit is granted by the debtor based on trust, so it is a grant of trust to the debtor's customer. The bank's intention in providing credit is to be one of its own businesses in order to obtain a profit.[11] In the event that a guarantee agreement is in place, which was prearranged at the time of the agreement, the debtor is required to furnish moveable property as fiduciary assurance of some kind, specifically shaped like an automobile, so that it is assured that the collateral exists. This has been restricted to other collateral, such as immovable collateral, like land, house certificates, and so on, with the collateral in the form of a car.[12]

---

[9] Subawa Anak Agung Sri Nari Ratih Pradnyawathi, Made, "Akibat Hukum Atas Musnahnya Objek Jaminan Fidusia Yang Tidak Diasuransikan Terhadap Kreditur," *Syntax Literate: Jurnal Ilmiah Indonesia* 10, no. 4 (2025): 3703–11, https://doi.org/Syntax Literate: Jurnal Ilmiah Indonesia.

[10] Naufal Muhammad Faaza and Abdullah Kelib, "Akibat Hukum Atas Hilangnya Jaminan Fidusia Dalam Hukum Positif Dan Hukum Islam," *Notarius* 16, no. 1 (2023): 571–86, https://doi.org/10.14710/nts.v16i1.37880.

[11] Aida Ardini and Jamalum Sinambela, "Penyelundupan Hukum Oleh Bank Melalui Klausul Cross Collateral Dan Cross Default Terhadap Perjanjian Kredit," *Iblam Law Review* 3, no. 2 (2023): 342–52, https://doi.org/10.52249/ilr.v3i2.324.

[12] Nur Gita Oktaviani, "Pelaksanaan Perjanjian Dengan Jaminan Fidusia Di Kota Jambi," *Rewang Rencang: Jurnal Hukum Lex Generalis.* 5, no. 4 (2024): 1–24, https://doi.org/10.56370/jhlg.v5i4.788.

Law No. 42 of 1999, which deals with fiduciary guarantees, was passed, this research aims to analyze and examine how credit agreements are a very risky activity for creditors and how they should be balanced with a legal provision to provide a clear legal guarantee. This is because every credit distribution by a bank requires a strong guarantee. particularly in the banking industry, it aims to support business operations and give the parties to an agreement substantial legal certainty. On the other hand, if the debtor who provided the fiduciary guarantee makes a mistake or purposefully causes the fiduciary guarantee to be destroyed, the objective of the fiduciary guarantee will no longer be able to be accomplished by the bank as a creditor. This is referred to as the destruction of the fiduciary promise object due to the debtor's own negligence.

Research methods

Research techniques serve as a means of problem solving and as a guide for achieving research outcomes that are accurate and precise enough to be explained. Peter Mahmud Marzuki defines legal research as the process of determining legal doctrines, standards, and principles to meet the legal issues that arise.[13] The prescriptive nature of legal science is consistent with this. Normative research is the kind that is employed. Laws and regulations, or rules that are seen as standards for acceptable human behavior, such as norms or guidelines, form the basis for this type of research.

There are a number of methods used in legal research that seek to gather data from different angles on the topic under investigation. The statute approach, case approach, comparison approach, and conceptual approach are among the methods employed in legal study.

The conceptual approach and the legislative approach are the approaches employed in this study. A legislative method that incorporates theoretical study on laws, legal sources, or legal rules that may be applied to accurately examine the issues that will be presented. The origins of fiduciary guarantees in the context of banking credit are understood through a conceptual approach. The idea of fiduciary promises and the regulations that bind the parties are intended to be understood, in order to prevent any illegal activities or legal infractions, particularly involving the debtors.

Primary legal writings, or documents with binding power, include laws and regulations. Legal content that is authoritative that is, possesses authority is referred to as primary legal content. Legislation, official documents or treaties used in the legislative process, and court rulings are examples of primary legal texts. The following are the main legal resources used in this study:

[13] Peter Mahmud Marzuki, *Penelitian Hukum*, Edisi revi (Jakarta: Kencana, 2019).

1. Civil Code;
2. Legislation pertaining to fiduciary guarantees, number 42 of 1999;
3. Law Number 7 of 1992 on Banking Amendments (Law Number 10 of 1998).

Legal resources that offer justifications for primary legal materials are known as secondary lawyers. Textbooks, legal dictionaries, legal information from books and scientific journals, and other sources pertaining to topics under study are all included. Primary and secondary legal resources gathered from the collection are categorized based on the legal topics to be examined. The legal information is then expanded upon to provide a methodical explanation.

Results and Discussion

1.1. Collateral in a credit agreement being destroyed

The creditor must have faith in repayment of the loan by the debtor in line with the mutually agreed upon terms before granting credit. The creditor's willingness to provide the debtor credit they must do a number of things to ensure that the debt payment process goes smoothly. One of these is conducting a thorough and thorough evaluation of the debtor, considering the capital, business prospects, character, and abilities of the debtor.

A credit agreement, according to Salim H.S., is an arrangement made or carried out between a debtor and a creditor in which the debtor is obliged to repay the creditor and the creditor must provide the debtor with money to pay back the principal loan in cash as well as interest and other expenses according to a mutually agreed-upon amount and time frame.[14] A credit deal that establishes responsibilities must entail risks, according to Salim H.S., and having a guarantee is one method to lower these risks and give creditors assurance.[15]

An agreement is an act in which one or more individuals attach themselves to one or more other people, according to Article 1313 of the Civil Code. Some legal professionals attempt to provide a more comprehensive definition of an agreement because the one provided in the Civil Code's Article 1313 is deemed inadequate. These definitions include: Subekti defines an agreement as a situation in which two persons make a commitment to one another or carry out a task together. The legislators' use of the word "legally" means that the agreement must fulfill certain requirements.[16] Every legal or statutory permission (A Civil Code Article 1320) is

[14] Salim H.S, *Perkembangan Hukum Kontrak Innominaat Di Indonesia*, Cet. 3 (Jakarta: Sinar Grafika, 2005), https://opac.perpusnas.go.id/DetailOpac.aspx?id=533662.

[15] H.S.

[16] R. Subekti, *Jaminan-Jaminan Untuk Pemberian Kredit Menurut Hukum Indonesia* (Bandung: Citra Aditya Bakti, 1996).

legally obligatory on the parties. This is where the legal certainty concept is put into practice.

In principle, any property that is held or belonging to an individual may be used as collateral in a transaction, as specified in the Civil Code's Article 1131. Guarantees are a way for creditors to be protected since they help them get out of debt or give the debtor assurance that they will pay back the obligation.[17] The Civil Code's Book II contains regulations pertaining to guarantees, which are tangible rights. Book III of the Civil Code contains provisions pertaining to guarantees in addition to those outlined in Book II. Specifically, Book III governs bortoght, which is an indemnification agreement and an individual guarantee.[18] The presence of these assurances (material and interpersonal) can thus also safeguard the debtor. Articles 1131 through 1138 of the Civil Code contain general provisions pertaining to fiduciary guarantees. These articles govern the creditor's position with respect to its claims against the debtor as well as the debtor's obligations and principles with regard to its loans or debts to the creditor.[19]

The connection between the bank and the debtor is established by a written agreement. The agreement's terms are standard or standard clauses set by the bank in question, meaning they are no longer negotiable and the debtor appears compelled to abide by the terms of the credit agreement. Creditors employ a number of strategies to guarantee bill fulfillment and to impose duties on the debtor to contribute assets in the event that the debtor encounters difficulties in repaying the creditor. The agreement that requires the debtor to give up his property is governed by Articles 1131 and 1132 of the Civil Code. All current and future items, both mobile and immovable, may be used as collateral in an agreement, according to these two paragraphs.[20] These items in order for the creditor to utilize them as collateral. The creditor can then sell the collateral and use the proceeds to settle the debt owed to the creditor.

---

[17] Ni Made Yunika Andrini, I Nyoman Putu Budiartha, and Putu Ayu Sriasih Wesna, "Perlindungan Hukum Bagi Kreditur Dalam Hal Debitur Wanprestasi Atas Perjanjian Kredit Dengan Jaminan Fidusia Yang Tidak Didaftarkan (Studi Di PT. Bank Perkreditan Rakyat Mertha Sedana Sempidi-Badung)," *Jurnal Konstruksi Hukum* 4, no. 3 (2023): 313–20, https://doi.org/10.22225/jkh.4.3.8052.313-320.

[18] Suparji, *Jaminan Kebendaan Dalam Pembiayaan*, ed. Aris Machmud, Cetakan I. (Jakarta: UAI Press, 2021), https://repository.uai.ac.id/wp-content/uploads/2022/01/Jaminan-Kebendaan_Dr-Suparji.pdf.

[19] Fedhli Faisal, "Eksekusi Objek Jaminan Fidusia Oleh Kreditor Separatis Dalam Perkara Kepailitan," *Collegium Studiosum Journal* 7, no. 2 (2024): 327–38, https://doi.org/https://doi.org/10.56301/csj.v7i2.

[20] Nazhif Ali Murtadho, "Perlindungan Hukum Terhadap Kreditor Preferen Dalam Pemberesan Proses Kepailitan," *Journal of Contemporary Law Studies* 2, no. 3 (2024): 207–26, file:///C:/Users/User/Downloads/2.+2499+CE-1.pdf.

Lending agreements that ask the debtor for guarantees are meant to lower the risks associated with the lending arrangement, however not all bank-to-debtor credit agreements can function properly. There is a significant risk associated with using moveable collateral since the debtor could join into another arrangement by giving another party, acting as the guarantor, ownership rights over moveable collateral without the creditor's knowledge. Collateral devastation is another potential possibility. There is no definition of the phrase "destruction" of security in the regulations governing fiduciaries.[21]

By focusing on Subekti's perspective, which states that risk is the responsibility to absorb losses resulting from an incident that happens due to one party's fault and affects the products that are the subject of an agreement, one may examine the destruction of collateral.[22] Compensation results from default, whereas risk results from a compelling condition (Overmacht). An incident that occurs beyond of the parties' control and results in the destruction of the products or rented object, for instance, is the basis for imposing risk on it. There are two categories of destruction of the items covered by the lease-lease agreement, specifically:[23]

1. Totally destroyed. The agreement is null and invalid for legal purposes if the goods covered by the lease are destroyed due to circumstances without the parties' control. The word "destroyed" in this context refers to the fact that, despite the existence of a remnant or a tiny portion of the items, they can no longer be utilized as intended. Article 1553 of the Civil Code governs this clause, which says that a lease agreement is automatically null and invalid if the destruction of goods happens during the lease time due to an unaccountable event for one of the parties.
2. Damaged to some extent. Items covered under the lease are considered partially ruined if they are still usable and enjoyable despite some of their components being destroyed. The renter has the following options if the lease's goal is partially destroyed:
    a. Requesting a decrease in the rental fee will allow you to continue the lease-lease arrangement.
    b. Submit a request to terminate a lease.

There are two types of destruction that can happen to an object, particularly collateral, as stated in the preceding section. The first type is complete destruction,

[21] Marsandy Calvin Budiman et al., "Implikasi Hukum Dalam Transfer Jaminan Fidusia Tanpa Persetujuan Penerima Fidusia ' Legal Implications In Transferring Fiduciary Collateral Without The Consent Of The Fiduciary Receiver ,'" *Doktrin: Jurnal Dunia Ilmu Hukum Dan Politik* 2, no. 2 (2024): 1–16, https://doi.org/https://doi.org/10.59581/doktrin.v2i2.2633.

[22] R. Subekti, *Aneka Perjanjian* (Bandung: Citra Aditya Bakti, 2014).

[23] Manaon Damianus Sirait, Johannes Ibrahim Kosasih, and Desak Gde Dwi Arini, "Asas Itikad Baik Dalam Perjanjian Sewa-Menyewa Rumah Kantor," *Jurnal Analogi Hukum* 2, no. 2 (2020): 221–27, https://doi.org/10.22225/ah.2.2.1934.221-227.

while the second type is partial destruction. Undoubtedly, each of these two actions has repercussions of its own. The problem of fiduciary promises cannot be resolved by Law Number 42 of 1999 regarding Fiduciary promises, particularly with regard to interpreting the destruction of collateral, is thus amply demonstrated. The dictionary therefore interprets destruction in this context as the loss or damage of items used as collateral in the loan arrangement.[24]

The destruction of collateral is a clear example of how the principles of Law Number 42 of 1999 regarding fiduciary assurances are still unable to handle the issue of fiduciary guarantees in particular. According to the definition, the loss or damage of the items used as collateral in the loan arrangement is what is indicated by destruction in this evaluation. The debtor is still obligated to repay the creditor for the outstanding balance notwithstanding the destruction of the collateral. In order to prevent future losses, insurance is therefore essential.

Article 25 paragraph (2) juncto Article 10 sub b UUJF mentions fiduciary guarantees whose collateral object is destroyed; the destruction of the collateral item does not erase insurance claims. In the event that the insured movable object is lost, the debtor is still liable for returning the credit loan to the creditor via the insurance company, even if the insurance company does not fully pay the debtor. The remaining amount of the uninsured credit loan is still owed by the debtor; however, in the event that the uninsured moveable item is destroyed, the debtor has full responsibility for repaying the creditor. This happens as a result of a credit arrangement that the debtor has signed.

1.2 Repercussions for the Law When Fiduciary Guarantees in Credit Agreements Are Destroyed

Credit agreements and procedures require the debtor to provide guarantees to safeguard the rights of creditors. The guarantee's objective is to convince the bank, as a creditor, that the debtor will fulfill their obligations to make timely payments according to the terms and amount of the loan. It is believed that with this assurance, credit practices between debtors and creditors can operate in line with mutual agreements, therefore reducing the negative impact (risk) that will arise from a credit arrangement.

The three duties that the debtor must fulfill under the terms of the agreement are donating something, fulfilling the requirements of Article 1234 of the Civil Code,

[24] Ani Wilianita, Yuniar Rahmatiar, and Muhamad Abas, "Akibat Hukum Jaminan Fidusia Yang Tidak Didaftarkan Secara Elektronik (Online) Dihubungkan Dengan Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia," *Jurnal Ilmu Hukum, Humaniora Dan Politik* 4, no. 6 (2024): 2799–2811, https://doi.org/https://doi.org/10.38035/jihhp.v4i6.

or failing to do so.[25] The subject of registered fiduciary guarantees is forbidden from performing fiduciary duties again, as specified in the Fiduciary Guarantees Law Number 42 of 1999, Article 17. The rationale for this condition is because the fiduciary (Constitutum Poosessorium) now has ownership rights over the thing.

The use of moveable items as collateral for loan by the debtor has a number of dangers. Transferring ownership rights of moveable items that are credit guarantees to third parties allows the debtor to act as a re-fiduciary without the creditor's knowledge. The possibility of moveable items covered by a fiduciary guarantee being lost or destroyed also exists, which would make it impossible to exchange them for another item.

The Fiduciary Law's Article 25 paragraph (1) letter c declares that the termination of fiduciary promises occurs when the fiduciary guarantee's purpose is destroyed. The fiduciary guarantee object's destruction does not eliminate the insurance claim mentioned in Article 10 letter b, according to Article 25 paragraph (2). Therefore, if the credit guarantee's moveable object is insured, the insurance claim from the movable thing may serve as a stand-in for the fiduciary guarantee's object.[26] The clause that specifies that fiduciary guarantees will be revoked if the object of the guarantees is destroyed or lost is in accordance with the guidelines of Civil Code Article 1444, which provides that if a specific item covered by the agreement is destroyed. If it can't be traded in a method that makes it hard to find out if the item still exists, the agreement will be dissolved, provided that the products are destroyed outside of the debtor's control and before he failed to turn them over.[27]

These statutes have the legal consequence of terminating the fiduciary promise when the fiduciary guarantee's purpose is destroyed. Nonetheless, according to the Fiduciary Law's Article 10 sub b, insurance claims will cover the fiduciary promise's object if it is insured. According to the aforementioned clauses, in the event that the insured credit guarantee is lost or destroyed, the item is immediately (automatically) replaced with insurance funds (insurance claim); in the event that a loss occurs, the insurer will be responsible for the loss.[28]

---

[25] R. Tjitrosudibio R. Subekti, *Kitab Undang-Undang Hukum Perdata = Burgerlijk Wtboek* (Jakarta: Universitas Indonesia, 2009).

[26] Semuel Willem Simaela, Jenny Kristiana Matuankotta, and Sarah Selfina Kuahaty, "Perlindungan Hukum Terhadap Hak Kepemilikan Objek Jaminan Fidusia Yang Telah Dialihkan Tanpa Sepengetahuan Kreditur," *TATOHI: Jurnal Ilmu Hukum* 3, no. 2 (2023): 140, https://doi.org/10.47268/tatohi.v3i2.1559.

[27] Siti Putri Nera Usmaina and Rani Apriani, "Perlindungan Hukum Bagi Pihak Kreditur Dalam Perjanjian Jaminan Fidusia," *Wajah Hukum* 6, no. 1 (2022): 98, https://doi.org/http://dx.doi.org/10.33087/wjh.v6i1.

[28] Ardian Yoan Reno Hariawan et al., "Hak Dan Kewajiban Dalam Jaminan Resi Gudang: Kajian Terhadap Aspek Kepastian Hukum Dan Risiko Bagi Kreditur," *Hukum Inovatif: Jurnal Ilmu*

The object of the credit guarantee (fiduciary guarantee) cannot be utilized to replace the obligation owed to the creditor; in other words, the fiduciary agreement is nullified if the item is lost or destroyed. Nonetheless, the mutually agreed upon credit arrangement between the debtor and the creditor continues to operate, with the debtor continuing to be liable for the debt it has.[29] Due to the fact that the basic agreement is still in effect and will not alter the debtor's fiduciary standing, this is the case. The Civil Code's Article 1131 states that if a creditor's bill is guaranteed by a fiduciary but the object is lost, the creditor's position shifts to that of a concurrent creditor with broad guarantee, namely in the form of objects that the debtor has or will own.

1.3 Bank Credit Agreement Creditors' Legal Protection Against Fiduciary Collateral Destroyed

The legal concept states that the purpose of the law's provisions is to safeguard a particular individual or group, in such a situation, the law grants the individual or persons involved a definite right, whether or if the party or people to be protected exercise this privilege is up to them. The fiduciary (debtor) and the beneficiary of fiduciary assurances (creditors) are the subjects of the legal protection that this assessment aims to provide.[30]

Execution concerns the parties' legal protection under fiduciary commitments. The Fiduciary Register Book, which records the issues mentioned in the registration statement, is a copy of this fiduciary guarantee certificate of course. A court decision with perpetual legal force has the same executory authority as a fiduciary guarantee certificate. It follows from this that the creditor can demand execution right away without filing a lawsuit if the fiduciary (debtor) breaches the agreement.[31]

Legal protection is what shields the fiduciary from the fiduciary doing dishonestly. The principles of publicity are implemented through a registration system under A law pertaining to fiduciary guarantees, number 42 of 1999 and specialization with regard to fiduciary guarantees as discussed in the earlier

Hukum Sosial Dan Humaniora 2, no. 2 (2025): 88–135, https://doi.org/https://doi.org/10.62383/humif.v2i2.1492.

[29] Pascal Raja Ilham Siregar et al., "Legal Protection of Creditors Against Letters of Undertaking as Additional Agreements," *International Journal of Science and Society* 6, no. 1 (2024): 678–94, https://doi.org/https://doi.org/10.54783/ijsoc.v6i1.

[30] Farida Akbarina et al., "Fiduciary: Financing Guarantees and Ownership in the Business," *Journal of Progressive Law and Legal Studies* 2, no. 03 (2024): 254–64, https://doi.org/10.59653/jplls.v2i03.1122.

[31] Asmaniar Asmaniar and Fiter Jonson Sitorus, "Pendaftaran Objek Fidusia Sebagai Jaminan Utang," *Justice Voice* 1, no. 1 (2022): 11–21, https://doi.org/10.37893/jv.v1i1.32.

sections of this research.[32] The protection of the fiduciary and those with an interest in the item is also anticipated to be guaranteed by this registration mechanism.

A notary deed is a valid document that may completely show its contents between the parties and their heirs or successors of rights, according to Article 1870 of the Civil Code. It is crucial to create a fiduciary agreement with a notary deed for this reason.[33] The form of an authentic deed is thought to ensure legal clarity regarding the subject of the fiduciary promise, as unregistered movable property is frequently the subject of fiduciary guarantees.

The fiduciary guarantee's purpose is described in the notary's fiduciary guarantee deed, which satisfies the principle of specialization. Identification of the object and explanation of the proof of ownership enough to describe the object that is the subject of the fiduciary assurance. The kind, brand, and quality of the item are described in the deed for the fiduciary guarantee in the event that an inventory item is the subject of the guarantee, that is constantly changing and/or not fixed.[34]

Law Number 42 of 1999 concerning Fiduciary Guarantees governs the new subject of fiduciary guarantee registration, which is necessary to uphold the publicity principle. This enables the fiduciary to have priority over other creditors and gives legal certainty to both the parties and third parties.[35] By virtue of droit de suit, the fiduciary promise will stay attached until the inventory item covered by the guarantee is transferred to the possession of the item's owner.[36]

The registration of a guarantee bond for unregistered property is really insufficient to safeguard creditors' rights against third parties in the event that the fiduciary debtor defaults. The creditor's situation is more precarious if the pledged item is an inventory or inventory since it is hard to find the collateral, both in the

[32] Fadillah Hanum and Ayu Trisna Dewi, "Perlindungan Hukum Terhadap Pemberi Fidusia Dalam Pelaksanaan Eksekusi Jaminan Fidusia Kendaraan Bermotor Roda Empat (Studi Di BCA Multifinance Ringroad Medan)," *Law Jurnal* 3, no. 1 (2022): 27–41, https://doi.org/10.46576/lj.v3i1.2295.

[33] Ade Yuliani Sihaan and Aida Nur Hasanah, "Peran Notaris Sebagai Pembuat Akta Otentik Dalam Proses Pembuktian Di Pengadilan.," *Al-Usrah : Jurnal Al Ahwal As Syakhsiyah* 11, no. 1 (2023): 23–37, https://doi.org/10.30821/al-usrah.v11i1.16650.

[34] Muhsin Lambok Ilvira et al., "Akibat Hukum Terhadap Objek Jaminan Fidusia Yang Digadaikan Pada Pihak Ketiga," *Lex Justitia* 5, no. 1 (2023): 74–84, https://doi.org/10.22303/lj.5.1.2023.74-84.

[35] Ari Wirya Dinata, "Lembaga Jaminan Fidusia: Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019," *Nagari Law Review* 3, no. 2 (2020): 84, https://doi.org/10.25077/nalrev.v.3.i.2.p.84-99.2020.

[36] Reza Zulfikar, "Perlindungan Hukum Pemegang Jaminan Fidusia Atas Dirampasnya Objek Jaminan Dalam Perkara Korupsi," *Jurnal Hukum Ius Quia Iustum* 29, no. 1 (2022): 47–67, https://doi.org/10.20885/iustum.vol29.iss1.art3.

amount and the location or presence of the products, such that the publicity principle's fulfillment is only a formal legal requirement.[37]

A credit arrangement with fiduciary guarantees must provide legal protection for creditors since the debtor is the target of the guarantee, with the purpose of providing legal protection for the creditor's interests in the event that the debtor fails on a credit arrangement that contains fiduciary assurances. Creditors' legal protection is generally governed by the following: Articles 1131 and 1132 of the Civil Code and Law No. 42 of 1999 pertaining to Fiduciary Guarantees govern both. The Article 1131 of the Civil Code states that everyone involved is responsible for all tangible assets, both present and future. The aforementioned article might be understood as follows: once an individual commits to a contract, all of his assets new and old will be reliant on him for all of his obligations going forward.

Legal protection both before and after fiduciary guarantees are removed because the object of the guarantee is destroyed is a natural occurrence since maintaining them would be pointless now that the object of the fiduciary promise is no longer extant. In the event that this occurs, the creditor will first verify the destruction of the pledged item, as soon as the fiduciary promise's goal was not insured at the time of destruction, the creditor may make an insurance claim and utilize the money received to settle the obligation of the debtor, the creditor then requests that the debtor replace the destroyed item with one that they presently or in the future own as well as the replacement item's selling price must match that of the credit or loan that the concurrent creditor has granted.

The property will be a joint guarantee for all those who lend to it, as stated in Civil Code Article 1132. The proceeds from the sale of the goods will be distributed based on the balance, or the size of each receivable, unless there are good reasons for one receivable to take precedence over another. The assets of the debtor serve as security for his creditors, as this article shows. The sale revenues are allocated based on each party's balance, unless there is a claim to priority.

The law that expressly governs fiduciary guarantees, Law No. 42 of 1999, provides interested parties in credit transactions with fiduciary guarantees with legal protection in this scenario. A certificate of fiduciary assurance with the phrase "for the sake of justice and divinity", when assets subject to fiduciary guarantees are registered, the almighty is formed, according to Articles 11, 14, and 15 of 1999's Law No. 42. A certificate of fiduciary guarantee's executory power is the same as that of a court ruling that has taken on permanent legal status.

[37] Roosdiana Marthina Leode, Roy Marthen Moonti, and Ibrahim Ahmad, "Perlindungan Hukum Terhadap Debitur Yang Wanprestasi Terhadap Penarikan Objek Kredit Tanpa Persetujuan Debitur," *TERANG : Jurnal Kajian Ilmu Sosial, Politik Dan Hukum* 2, no. 2 (2025): 188–202, https://doi.org/https://doi.org/10.62383/terang.v2i2.1086.

Conclusion

The normative destruction of fiduciary promises is governed by both Article 1381 of the Civil Code and Law No. 42 of 1999 regarding fiduciary commitments, which is one of the grounds for the termination of contracts, particularly fiduciary credit agreements. In the case that the debtor's executed fiduciary guarantee is destroyed, it is required to fulfill for the commodities within its control. The debtor still retains possession of the items since the credit arrangement with this fiduciary assurance merely grants the creditor ownership rights. Therefore, in order to protect the creditor, the debtor must bear full responsibility for the state of the collateral.

Regardless of whether the collateral is insured or not, the debtor is still liable for the refund or credit loan that he has requested as a result of the law and efforts to resolve the destruction or the credit agreement's fiduciary guarantee object being lost. A concurrent creditor becomes the creditor's legal standing, nevertheless, as the debtor's credit is no longer guaranteed.

The creditor may attempt to remedy the situation by bringing a lawsuit before the court in the event that the debtor fails. The goal of the litigation is to get the debtor to pay back the other party for the debt. The assets of the debtor that are not utilized as fiduciary guarantees may be used as a form of payment to creditors once the case has been filed and the court has made a decision. The harmed parties are not adequately hindered by legal protection.

Suggestion

It is important to insure each item that is the subject of a fiduciary promise first. This is to prepare for the possibility that collateral may be destroyed, even though this won't remove unerased receivables. Creditor might lessen the pressure on the debtor to repay the outstanding credit loan, even if it does not make a complete payment. It is really quite beneficial if an issue arises that the basis for fiduciary guarantees is Law Number 42 of 1999 for credit agreements with fiduciary guarantees. However, the legislation only addresses the legal side; other requirements for achieving legal protection and assurance in society have not been met, thus it would be better for the legislature to amend this law.

Bibliography

Akbarina, Farida, Shohib Muslim, Ikhsan Setiawan, and Rizqi Khoirunnisa. "Fiduciary: Financing Guarantees and Ownership in the Business." *Journal of Progressive Law and Legal Studies* 2, no. 03 (2024): 254–64. https://doi.org/10.59653/jplls.v2i03.1122.

Anak Agung Sri Nari Ratih Pradnyawathi, Made, Subawa. "Akibat Hukum Atas

Musnahnya Objek Jaminan Fidusia Yang Tidak Diasuransikan Terhadap Kreditur." *Syntax Literate: Jurnal Ilmiah Indonesia* 10, no. 4 (2025): 3703–11. https://doi.org/Syntax Literate: Jurnal Ilmiah Indonesia.

Ardini, Aida, and Jamalum Sinambela. "Penyelundupan Hukum Oleh Bank Melalui Klausul Cross Collateral Dan Cross Default Terhadap Perjanjian Kredit." *Iblam Law Review* 3, no. 2 (2023): 342–52. https://doi.org/10.52249/ilr.v3i2.324.

Asmaniar, Asmaniar, and Fiter Jonson Sitorus. "Pendaftaran Objek Fidusia Sebagai Jaminan Utang." *Justice Voice* 1, no. 1 (2022): 11–21. https://doi.org/10.37893/jv.v1i1.32.

Budiman, Marsandy Calvin, Nirwan Junus, Program Studi Hukum, Fakultas Hukum, and Universitas Negeri Gorontalo. "Implikasi Hukum Dalam Transfer Jaminan Fidusia Tanpa Persetujuan Penerima Fidusia ' Legal Implications In Transferring Fiduciary Collateral Without The Consent Of The Fiduciary Receiver ." *Doktrin: Jurnal Dunia Ilmu Hukum Dan Politik* 2, no. 2 (2024): 1–16. https://doi.org/https://doi.org/10.59581/doktrin.v2i2.2633.

Dinata, Ari Wirya. "Lembaga Jaminan Fidusia: Pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019." *Nagari Law Review* 3, no. 2 (2020): 84. https://doi.org/10.25077/nalrev.v.3.i.2.p.84-99.2020.

Faaza, Naufal Muhammad, and Abdullah Kelib. "Akibat Hukum Atas Hilangnya Jaminan Fidusia Dalam Hukum Positif Dan Hukum Islam." *Notarius* 16, no. 1 (2023): 571–86. https://doi.org/10.14710/nts.v16i1.37880.

Faisal, Fedhli. "Eksekusi Objek Jaminan Fidusia Oleh Kreditor Separatis Dalam Perkara Kepailitan." *Collegium Studiosum Journal* 7, no. 2 (2024): 327–38. https://doi.org/https://doi.org/10.56301/csj.v7i2.

H.S, Salim. *Perkembangan Hukum Kontrak Innominaat Di Indonesia*. Cet. 3. Jakarta: Sinar Grafika, 2005. https://opac.perpusnas.go.id/DetailOpac.aspx?id=533662.

Hanum, Fadillah, and Ayu Trisna Dewi. "Perlindungan Hukum Terhadap Pemberi Fidusia Dalam Pelaksanaan Eksekusi Jaminan Fidusia Kendaraan Bermotor Roda Empat (Studi Di BCA Multifinance Ringroad Medan)." *Law Jurnal* 3, no. 1 (2022): 27–41. https://doi.org/10.46576/lj.v3i1.2295.

Hariawan, Ardian Yoan Reno, Aisyah Fashonia, Ach Made Anthony Sanjaya, and Maulidatul Hasanah. "Hak Dan Kewajiban Dalam Jaminan Resi Gudang: Kajian Terhadap Aspek Kepastian Hukum Dan Risiko Bagi Kreditur." *Hukum Inovatif: Jurnal Ilmu Hukum Sosial Dan Humaniora* 2, no. 2 (2025): 88–135. https://doi.org/https://doi.org/10.62383/humif.v2i2.1492.

Ilvira, Muhsin Lambok, Fitri Yani, Tonna Balya, and Revita Sari. "Akibat Hukum Terhadap Objek Jaminan Fidusia Yang Digadaikan Pada Pihak Ketiga." *Lex*

Justitia 5, no. 1 (2023): 74–84. https://doi.org/10.22303/lj.5.1.2023.74-84.

Jaudah, Tsuroyyaa Maitsaa, and Puji Sulistyaningsih. "Konsekuensi Atas Penghapusan Jaminan Fidusia Yang Tidak Dilakukan." *Media of Law and Sharia* 5, no. 3 (2024): 282–92. https://doi.org/https://doi.org/10.18196/mls.v5i4.148.

Leode, Roosdiana Marthina, Roy Marthen Moonti, and Ibrahim Ahmad. "Perlindungan Hukum Terhadap Debitur Yang Wanprestasi Terhadap Penarikan Objek Kredit Tanpa Persetujuan Debitur." *TERANG : Jurnal Kajian Ilmu Sosial, Politik Dan Hukum* 2, no. 2 (2025): 188–202. https://doi.org/https://doi.org/10.62383/terang.v2i2.1086.

M Ardiansyah Lubis, and Mhd. Yadi Harahap. "Perlindungan Hukum Terhadap Kreditur Sebagai Pemegang Hak Jaminan Dalam Perkara Debitur Wanprestasi." *Jurnal Interpretasi Hukum* 4, no. 2 (2023): 337–43. https://doi.org/10.22225/juinhum.4.2.7834.337-343.

Marzuki, Peter Mahmud. *Penelitian Hukum*. Edisi revi. Jakarta: Kencana, 2019.

Murtadho, Nazhif Ali. "Perlindungan Hukum Terhadap Kreditor Preferen Dalam Pemberesan Proses Kepailitan." *Journal of Contemporary Law Studies* 2, no. 3 (2024): 207–26. file:///C:/Users/User/Downloads/2.+2499+CE-1.pdf.

Nain, Romlatust, Fadhilah Atika Suri, Pradita Putri Rachmawati, and Aldi Indra Setiawan. "Model Alternatif Pelaksanaan Eksekusi Objek Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor 2/Puu-Xix/2021." *Gorontalo Law Review* 5, no. 1 (2022): 288–99. https://doi.org/https://doi.org/10.32662/golrev.v5i1.

Ni Made Yunika Andrini, I Nyoman Putu Budiartha, and Putu Ayu Sriasih Wesna. "Perlindungan Hukum Bagi Kreditur Dalam Hal Debitur Wanprestasi Atas Perjanjian Kredit Dengan Jaminan Fidusia Yang Tidak Didaftarkan (Studi Di PT. Bank Perkreditan Rakyat Mertha Sedana Sempidi-Badung)." *Jurnal Konstruksi Hukum* 4, no. 3 (2023): 313–20. https://doi.org/10.22225/jkh.4.3.8052.313-320.

Nugroho, Satrio, Siti Malikhatun, Badriyah Program, and Studi Magister Kenotariatan. "Tinjauan Yuridis Perjanjian Kredit Perbankan Dengan Nasabah Pelaku Usaha Mikro Kecil Dan Menengah." *Notarius* 17, no. 1 (2024): 327–40. https://doi.org/https://doi.org/10.14710/nts.v17i1.26817.

Oktaviani, Nur Gita. "Pelaksanaan Perjanjian Dengan Jaminan Fidusia Di Kota Jambi." *Rewang Rencang: Jurnal Hukum Lex Generalis*. 5, no. 4 (2024): 1–24. https://doi.org/10.56370/jhlg.v5i4.788.

Presiden Republik Indonesia. "Undang-Undang No 42/1999 Tentang Jaminan Fidusia." *Jdih*, no. 1 (1999): 1–5. file:///C:/Users/User/Downloads/UU Nomor 42 Tahun 1999.pdf.

R. Subekti, R. Tjitrosudibio. *Kitab Undang-Undang Hukum Perdata = Burgerlijk Wtboek*. Jakarta: Universitas Indonesia, 2009.

Sihaan, Ade Yuliani, and Aida Nur Hasanah. "Peran Notaris Sebagai Pembuat Akta Otentik Dalam Proses Pembuktian Di Pengadilan." *Al-Usrah : Jurnal Al Ahwal As Syakhsiyah* 11, no. 1 (2023): 23–37. https://doi.org/10.30821/al-usrah.v11i1.16650.

Simaela, Semuel Willem, Jenny Kristiana Matuankotta, and Sarah Selfina Kuahaty. "Perlindungan Hukum Terhadap Hak Kepemilikan Objek Jaminan Fidusia Yang Telah Dialihkan Tanpa Sepengetahuan Kreditur." *TATOHI: Jurnal Ilmu Hukum* 3, no. 2 (2023): 140. https://doi.org/10.47268/tatohi.v3i2.1559.

Sirait, Manaon Damianus, Johannes Ibrahim Kosasih, and Desak Gde Dwi Arini. "Asas Itikad Baik Dalam Perjanjian Sewa-Menyewa Rumah Kantor." *Jurnal Analogi Hukum* 2, no. 2 (2020): 221–27. https://doi.org/10.22225/ah.2.2.1934.221-227.

Siregar, Dahris. *Hukum Jaminan*. Edited by Aly Rasyid. Cetakan Pe. Medan: PT Dewangga Energi Internasional, 2025.

Siregar, Pascal Raja Ilham, I Made Kanthika, Markoni, and Achmad Edi Subiyanto. "Legal Protection of Creditors Against Letters of Undertaking as Additional Agreements." *International Journal of Science and Society* 6, no. 1 (2024): 678–94. https://doi.org/https://doi.org/10.54783/ijsoc.v6i1.

Subekti, R. *Aneka Perjanjian*. Bandung: Citra Aditya Bakti, 2014.

———. *Jaminan-Jaminan Untuk Pemberian Kredit Menurut Hukum Indonesia*. Bandung: Citra Aditya Bakti, 1996.

Suparji. *Jaminan Kebendaan Dalam Pembiayaan*. Edited by Aris Machmud. Cetakan I. Jakarta: UAI Press, 2021. https://repository.uai.ac.id/wp-content/uploads/2022/01/Jaminan-Kebendaan_Dr-Suparji.pdf.

Supianto, Supianto, and Nanang Tri Budiman. "Pendaftaran Jaminan Fidusia Sebagai Pemenuhan Asas Publisitas." *Ijlil* 1, no. 3 (2021): 216–35. https://doi.org/10.35719/ijl.v1i3.84.

Undang-Undang RI. "Undang-Undang Republik Indonesia Tentang Perbankan (UU No.10 Pasal 1 Tahun 1998)," 1998. file:///C:/Users/User/Downloads/UU Nomor 10 Tahun 1998.pdf.

Usmaina, Siti Putri Nera, and Rani Apriani. "Perlindungan Hukum Bagi Pihak Kreditur Dalam Perjanjian Jaminan Fidusia." *Wajah Hukum* 6, no. 1 (2022): 98. https://doi.org/http://dx.doi.org/10.33087/wjh.v6i1.

Wilianita, Ani, Yuniar Rahmatiar, and Muhamad Abas. "Akibat Hukum Jaminan Fidusia Yang Tidak Didaftarkan Secara Elektronik (Online) Dihubungkan Dengan Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia." *Jurnal Ilmu Hukum, Humaniora Dan Politik* 4, no. 6 (2024): 2799–2811.

https://doi.org/https://doi.org/10.38035/jihhp.v4i6.
Zulfikar, Reza. "Perlindungan Hukum Pemegang Jaminan Fidusia Atas Dirampasnya Objek Jaminan Dalam Perkara Korupsi." *Jurnal Hukum Ius Quia Iustum* 29, no. 1 (2022): 47–67. https://doi.org/10.20885/iustum.vol29.iss1.art3.