

THESIS

LEGAL CERTAINTY ON FIDUCIARY GUARANTEE USING VEHICLE OWNERSHIP DOCUMENTS THAT HAS NOT BEEN TRANSFERRED NAME



By:

ANDI ANNISA ZARAH AULIA ROSADY

Student ID. B011201365



**BACHELOR OF LAW PROGRAM
LAW FACULTY HASANUDDIN UNIVERSITY
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TITLE PAGE

LEGAL CERTAINTY ON FIDUCIARY GUARANTEE USING VEHICLE OWNERSHIP DOCUMENTS THAT HAS NOT BEEN TRANSFERRED NAME

As a Final Thesis in the Context of Completion of Undergraduate Studies of
the Department of Civil Law, Legal Studies Program

Submitted by:

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**CIVIL LAW DEPARTMENT
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HASANUDDIN UNIVERSITY
MAKASSAR
2024**

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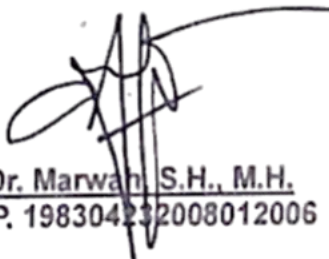
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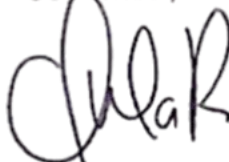
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Stating truly that the writing of a thesis entitled

LEGAL CERTAINTY ON FIDUCIARY GUARANTEE USING VEHICLE OWNERSHIP DOCUMENTS THAT HAS NOT BEEN TRANSFERRED NAME is truly my own work. As for what is not my work in writing this thesis, it is given a citation mark and shown in the bibliography.

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Makassar, 10 October 2024

Stated by,



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FOREWORD

All praise be to Allah subhanahu wata'ala for His power, grace and favor to facilitate and move the heart so that researchers can complete the final thesis with the title "**LEGAL CERTAINTY ON FIDUCIARY GUARANTEE USING VEHICLE OWNERSHIP DOCUMENTS THAT HAS NOT BEEN TRANSFERRED NAME**" which is a requirement for completing a bachelor's degree (S1) and for obtaining a Bachelor of Law degree at the Faculty of Law, Hasanuddin University.

With all humility, I dedicate this thesis to author's father namely Andi Syafruddin, S.E. and author's mother Andi Rosmalah who with love, sincerity and patience have given birth to and educated the writer to be a useful person. To the author's sister, Andi Anita Fasha Aulia Rosady, S.E. and Andi Amira Salwa Aulia Rosady who have been generous and have expressed their prayers and support for the writer. The author is grateful for all the support and prayers.

I would also like to express his feelings and thanks to:

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8. All Lecturers and Staffs in Faculty of Law Hasanuddin University, especially the lecturers of Civil Law Department and all the lecturers in charge for the International Class;
9. To Iman Fahrevi Ambong as Branch Head Makassar 2 PT. Wahana Ottomitra Multiartha. Thank you very much for the opportunity to conduct an interview with the author;
10. To Ardi Idrus as a Notary at the Notary Office of Muh. Asyurah, S.H., M.H., M.Kn. Thank you so much for the information which are useful and helpful for this thesis research;
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16. All parties that the author cannot mention one by one;

As well as all parties involved in the making and completion of the author's thesis directly or indirectly but cannot be mentioned one by one, the author expresses many thanks for the services and all forms of support that have been given to the author so that this thesis can be completed. The author realizes that this work is still very far from perfection, for that with all humility the author expects constructive criticism for the improvement and refinement of this thesis.

Makassar, 21 October 2024

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, representing the name Andi Annisa Zarah Aulia Rosady.

Andi Annisa Zarah Aulia Rosady

ABSTRAK

ANDI ANNISA ZARAH AULIA ROSADY (B011201365), dengan judul **“PERLINDUNGAN HUKUM TERHADAP JAMINAN FIDUSIA DENGAN MENGGUNAKAN BPKB YANG BELUM BALIK NAMA”** di bawah bimbingan Marwah dan Fadilla Jamila.

Penelitian ini bertujuan untuk mengetahui bagaimana perlindungan hukum terhadap jaminan fidusia dengan menggunakan Surat-surat Kepemilikan Kendaraan Bermotor atas nama orang lain dan untuk menganalisis pertimbangan hakim dalam memeriksa dan memutus perkara wanprestasi dengan jaminan tersebut pada Putusan Nomor 10/Pdt.G/2023/PN MKS telah sesuai dengan Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia.

Metode penelitian yang digunakan dalam penelitian ini adalah penelitian hukum normatif dengan menggunakan pendekatan kasus dan pendekatan perundang-undangan. Kemudian, sumber bahan hukum yang digunakan adalah peraturan perundang-undangan, buku-buku, jurnal, dan pandangan beberapa narasumber yang nantinya akan dianalisis secara menyeluruh dan dijelaskan dari perspektif.

Hasil penelitian menunjukkan bahwa (1) Jaminan Fidusia terhadap BPKB atas nama orang lain atau belum dipindahtangankan menimbulkan risiko yang kompleks dimana objek jaminan tersebut telah dipindahtangankan kepada pihak lain. Untuk keperluan pengikatan jaminan fidusia kendaraan bermotor, kreditur harus meminta STNK dan/atau kuitansi pembelian. Undang-Undang Jaminan Fidusia melindungi hak-hak para pihak yang berkepentingan, dengan adanya sertifikat jaminan fidusia memiliki kekuatan eksekutorial yang sama dengan putusan pengadilan yang telah memperoleh kekuatan hukum tetap. Sehingga apabila terjadi wanprestasi, penerima fidusia dapat melakukan eksekusi terhadap benda jaminan, namun apabila debitur tidak mau menyerahkan benda jaminan secara sukarela, maka kreditur dapat mengajukan eksekusi ke Pengadilan Negeri sesuai dengan Putusan Mahkamah Konstitusi No.18/PUU-XVII/2019. (2) Pertimbangan hukum hakim dalam Putusan Nomor 10/Pdt.G/2023/PN MKS sudah sesuai. Objek perkara adalah milik Tergugat Konvensi I yang telah dijaminkan kepada PT WOM Finance sebagai Tergugat Konvensi II. Oleh karena itu demi hukum Tergugat Rekonvensi dihukum untuk menyerahkan objek perkara kepada Penggugat Rekonvensi

Kata kunci : Eksekusi; Jaminan Fidusia; Perlindungan.

ABSTRACT

ANDI ANNISA ZARAH AULIA ROSADY (B011201365), with the title "**LEGAL CERTAINTY ON FIDUCIARY GUARANTEE USING VEHICLE OWNERSHIP DOCUMENTS THAT HAS NOT BEEN TRANSFERRED NAME**" under the Guidance of Marwah and Fadilla Jamila.

This research aims to determine how the legal protection of fiduciary guarantees using Vehicle Ownership Documents on behalf of others and to analyze the judge's consideration in examining and deciding default cases with such guarantee in Decision Number 10/Pdt.G/2023/PN MKS is in accordance with Law Number 42 of 1999 concerning Fiduciary Guarantee.

The research method used in this research is normative legal research using a case approach and a statutory approach. Then, the sources of legal materials used are laws and regulations, books, journals, and the views of several sources which will later be thoroughly analyzed and explained from a perspective.

The result of the research show that (1) Fiduciary Guarantee against Vehicle Ownership Documents (BPKB) in the name of another person or has not been transferred raises a complex risk where the object of the guarantee has been transferred to another party. For the purpose of binding the fiduciary guarantee of a motor vehicle, the creditor must request Vehicle Ownership Documents and/or the purchase receipt. The Fiduciary Guarantee Law protects the rights of interested parties, with a fiduciary guarantee certificate having the same executorial power as a court decision that has obtained permanent legal force. So that if there is a default, the fiduciary recipient can execute the collateral object, but if the debtor does not want to submit the collateral object voluntarily, the creditor can file an execution to the District Court in accordance with the Constitutional Court Decision No.18/PUU-XVII/2019. (2) The legal considerations of the judge in Decision Number 10/Pdt.G/2023/PN MKS are in accordance. The object of the case belongs to Convention Defendant I which has been pledged to PT WOM Finance as Convention Defendant II. For this reason, the Defendant Reconvention/Convention Plaintiff has committed an unlawful act because it has controlled and used the pledged object which has prevented the Reconvention Plaintiff from selling it. Therefore, by law the Defendant Reconvention was ordered to hand over the object of the case to the Plaintiff Reconvention.

Keywords : Execution; Fiduciary Guarantee; Protection.

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CHAPTER I

INTRODUCTION

A. Background

Society's life continues to develop making the need for funding a priority to meet business capital. The capital can be obtained through loans that are tied to debt agreements and bank credit/financing. Obtaining capital often requires collateral. Collateral is provided, among others, to guarantee debt repayment if the debtor defaults and secure the return of funds/loans. According to Thomas Suyatno, Collateral is a declaration of one's capacity to repay a loan or a transfer of wealth.¹

In principle, Fiduciary Guarantee give creditors protection and legal certainty, where the Vehicle Ownership Documents (BPKB) is used as collateral. For car owners, providing a fiduciary guarantee against the car's Vehicle Ownership Documents is one way to obtain access to financing. However, it is often the case that car owners who provide fiduciary guarantees have not carried out the process of reversing the name of the Vehicle Ownership Documents after purchasing the car.² This raises legal issues in the event of default. Default can include situations

¹ Frieda Husni Hasbullah, 2009, *Hukum Kebendaan Perdata Hak-Hak yang memberi Jaminan*, Jakarta : Indo Hill.Co, p. 20.

² Resi Atna Sari Siregar, 2023, *Penanganan Jaminan Dalam Pembiayaan Bermasalah Di BMT Beringharjo Yogyakarta (Tinjauan Etika Bisnis Dalam Perspektif Islam)*, Journal: Managemen, Akuntansi & Ekonomi, Vol.I No.3, p. 60.

where the car owner fails to fulfill installment payment obligations or violates the terms of the financial contract. Regarding fiduciary guarantees involving an automobile, there are a number of scenarios in which default may occur, such as late installment payments, default, or the unable of the car owner to complete contractual obligation.

Regarding property security, if the debtor defaults, the property security will give the debtor being able to receive compensation directly from the property, and the beneficiary has the right of precedence in the fulfillment of its debts from the sale of the security property for the creditor holding the security from other creditors.³ Such cases often put car owners into complex legal problems, especially when there is a legal claim or execution of the fiduciary guarantee.⁴

One of the cases that has occurred, namely case Number 10/Pdt.G/2023/PN MKS, is the author's primary concern because based on research, this case involves a car owner who lends his Vehicle Ownership Documents, which has not yet changed its name, to the fiduciary guarantor (debtor) to be guaranteed to a financing institution. The beginning of this problem occurred when Asdar Zubair as the car

³ Hendy Kandau dkk, 2021, *Jaminan Fidusia Sebagai Jaminan Kebendaan yang Memberil Hak Mendahulu Dalam Perolehan Pelunasan Utang*, Journal of Law, Vol.7, No.2, p.137.

⁴ H. Salim, HS, 2011, *Perkembangan Hukum Jaminan di Indonesia*, Jakarta: Rajawali Pers, p. 24-25.

owner (Plaintiff) filed a lawsuit against Sapta Prasetya (Defendant I) and PT WAHANA OTTOMITRA MULTIARTHA, Tbk. (Defendant II) through a lawsuit letter dated January 4, 2023. This lawsuit relates to a financing agreement involving one unit of Mercedes Benz brand car owned by the Plaintiff. The plaintiff felt aggrieved because the grantor was unable to make the payments anymore so that the car was about to be confiscated by the creditor.

However, after the lawsuit was read in court, new facts were revealed through the Defendants' exceptions. Through his exception, Defendant I brought evidence of the ownership of the Mercedes Benz car unit that was claimed to be his, one of which was the Vehicle Ownership Documents which had not been transferred. There were two parties claiming that the car belonged to them while the Vehicle Ownership Documents of the car itself was in the name of another person, not the names of the two parties in dispute. During the trial Defendant II brought his employee as one of his witnesses and testified that Defendant I had applied for a loan to Defendant II in the amount of Rp. 290,000,000.00 with the Vehicle Ownership Documents of a Mercedes Benz car in the name of another person but in the application submitted a receipt of the sale and purchase of the car was attached and at that time the car was physically in the possession of Defendant I so the loan was disbursed. However, when Defendant I was unable to make the payments and the

creditor wanted to confiscate the car. The car was no longer in his possession but was in the possession of the Plaintiff. In the verdict, the Plaintiff's petition stating that the Mercedes Benz car belonged to the Plaintiff was rejected because The Plaintiff was unable to prove that he was the owner of the case's object car. So that it was legally declared that the Mercedes Benz brand motor vehicle belonged to Defendant II because Defendant I had defaulted on Defendant II.

In this context, when a car owner's Vehicle Ownership Documents has not been registered, they often face risks related to their ownership rights over the vehicle. This puts more pressure on creditor to understand their legal rights and obligations in such cases. Therefore, the legal protection of creditor on Fiduciary Guarantees that use Vehicle Ownership Documents that have not been registered is very important to be explained and analyzed. This research is relevant to give a thorough understanding of how the law offers protection to creditor on fiduciary guarantees that use Vehicle Ownership Documents on behalf of others in default situations and how the Court's decision (Number 10/Pdt.G/2023/PN MKS) can affect the legal framework.

Therefore, research regarding legal protection of creditor on fiduciary guarantees that use Vehicle Ownership Documents on behalf of others in cases of default is relevant and urgent to be carried out, for the

purpose of provide a deeper comprehension of the complexity of legal matters arising up in this context.

B. Problem Formulation

1. How is the legal protection of creditors on Fiduciary Guarantee by using Vehicle Ownership Documents in the name of another person?
2. How the judge's consideration in deciding Case Number 10/Pdt.G/2023/PN MKS in accordance with Law Number 42 of 1999 Concerning Fiduciary Guarantee?

Through the formulating these questions, the research can focus on key aspects relevant with regards to the matter of legal protection cases with the characteristics of Vehicle Ownership Documents that has not been transferred.

C. Purpose of Research

The purpose are:

1. To determine the legal protection of creditors on fiduciary guarantees using Vehicle Ownership Documents in the name of another person
2. To analyze the trial court's consideration in examining and deciding the default case in Decision Number 10/Pdt.G/2023/PN MKS

according with Provision Number 42 of 1999 concern Fiduciary Guarantees.

D. Benefit of Research

Regarding the advantage of this research, it is intended that readers will benefit from the findings in addition to the author. The benefit of this research are:

1. Legal Knowledge Development: To provide a contribution to the advancement of legal knowledge, particularly on agreements and consumer protection in relation to financing transactions for motor vehicles.
2. It is expected to contribute to the improvement of public understanding, spesificly car owners, regarding the mechanism and legal consequences of providing fiduciary guarantees, especially when the Vehicle Ownership Documents has not been transferred.
3. Policy Update: Provides a basis of information for financing institutions and regulators to consider policy updates that can improve legal protection for car owners in fiduciary guarantee transactions.

E. Originality of Research

Table 1. 1 Originality of Research

Writer's Name	Nurul Fadila Rusli
---------------	--------------------

Post Title	ANALISIS HUKUM TERHADAP OBJEK JAMINAN FIDUSIA YANG DIALIHKAN OLEH DEBITOR (STUDI KASUS DI PT. PEGADAIAN(PERSERO) PASAR BUTUNG MAKASSAR)	
Category	Thesis	
Year	2022	
College	Faculty of Law, Bosowa University	
Description	Previous Research	Recent Research
Issues and Problems	<ol style="list-style-type: none"> 1. Bagaimanakah kedudukan hukum objek jaminan fidusia yang dialihkan oleh debitor? 2. Bagaimanakah penyelesaian kredit dengan jaminan fidusia yang objeknya dialihkan oleh debitor? 	<ol style="list-style-type: none"> 1. How is the legal protection of creditors on Fiduciary Guarantee by using Vehicle Ownership Documents in the name of another person? 2. How the judge's consideration in deciding Case Number 10/Pdt.G/2023/PN MKS in accordance with Law Number 42 of 1999 Concerning Fiduciary Guarantee?
Research Methode	Empirical	
Result and Discuss	Hasil penelitian menunjukkan bahwa objek jaminan fidusia yang tidak didaftarkan secara keseluruhan sehingga kedudukan hukum objek jaminan fidusia tersebut	The results show that Law Number 42 of 1999 concerning Fiduciary Guarantees does not explicitly regulate Vehicle Ownership Documents' in the name of another

	<p>mempunyai kelemahan hukum dalam arti kurang mendapat perlindungan hukum bagi kreditor dan juga dalam hal eksekutorial. penyelesaian sengketa yang telah dilakukan oleh pihak PT.Pegadaian dalam kasus ini telah terealisasi dengan metode penyelesaian non-litigasi yang dimana mencakup diantaranya negoisasi dan mediasi antara pihak PT.Pegadaian, nasabah, dan pihak ketiga.</p>	<p>person or have not yet changed their name which is used as a collateral object. It is recommended that prospective debtors be advised to carry out the name change process as an effort to reduce the possibility of property rights violations.</p>
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Table 1. 2 Originality of Research

Writer's Name	Hamzah Abdul Gafar	
Post Title	ANALISIS TERHADAP PERBUATAN MELAWAN HUKUM PENGALIHAN OBJEK FIDUSIA KE PIHAK KETIGA TANPA PERSETUJUAN PIHAK KREDITOR BERDASARKAN UNDANG-UNDANG NOMOR 42 TAHUN 1999 TENTANG JAMINAN FIDUSIA	
Category	Thesis	
Year	2022	
College	Faculty of Law, University of Islam Riau	
Description	Previous Research	Recent Research
Issues and Problems	1. Bagaimanakah Perbuatan Melawan Hukum Pengalihan	1. How is the legal protection of creditors on Fiduciary

	<p>Objek Fidusia ke Pihak Ketiga Tanpa Persetujuan Pihak Kreditor Berdasarkan Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia.</p> <p>2. Bagaimanakah Penyelesaian hukum terhadap Perbuatan Melawan Hukum Pengalihan Objek Fidusia ke Pihak Ketiga Tanpa Persetujuan Pihak Kreditor Berdasarkan Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia?</p>	<p>Guarantee by using Vehicle Ownership Documents in the name of another person?</p> <p>2. How the judge's consideration in deciding Case Number 10/Pdt.G/2023/PN MKS in accordance with Law Number 42 of 1999 Concerning Fiduciary Guarantee?</p>
Research Methode	Empirical	
Result and Discuss	<p>Hasil penelitian menunjukkan bahwa debitor melakukan perbuatan melawan hukum dan tindakan tersebut sangat merugikan pihak kreditor, sehingga pihak kreditor terpaksa melaporkan ke Pihak Kepolisian atas penggelapan kendaraan milik kreditor. Berdasarkan Undang-Undang Nomor 42</p>	<p>The results show that Law Number 42 of 1999 concerning Fiduciary Guarantees does not explicitly regulate Vehicle Ownership Documents' in the name of another person or have not yet changed their name which is used as a collateral object. It is recommended that prospective debtors be advised to carry out the name change process as an effort to reduce the</p>

	Tahun 1999 Tentang Jaminan Fidusia yaitu debitor wajib melunasi semua hutang yang selama ini tidak dibayarkan kepada kreditor, atau membawa persoalan ini sampai ke Pengadilan.	possibility of property rights violations.
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Considering the previous description, the author is significantly different from previous research. The differences are in the object of research, the regulations used, and the subject matter studied. On this basis, the originality of the author's research can be scientifically accounted for.

CHAPTER II

LITERATURE REVIEW

A. Overview of Financing Institutions

1. Definition of Financing Institution

Business entities that engage in financing operations by supplying capital or finances while avoiding the direct withdrawal of funds from the general public are known as financing institutions.⁵ Financing Institutions are regulated in Regulation of the President Number 9 Year 2009 on Financing Institutions. According to this regulation, A Financing Institution is defined as a company which is involved in financial operations, such as providing capital/consumer products.⁶ Meanwhile, financing company is an organisation created expressly to carry out credit card, business leasing, factoring accounts, and consumer financing.⁷

Within the Regulation from the Financial Services Authority No. 29/POJK.05/2014 on The Implementation of the Financing Company Business with its amendment Number 35/POJK.05/2018

⁵ Dahlan Siamat. 2001, *Manajemen Lembaga Keuangan Edisi Kedua*, Jakarta: Fakultas Ekonomi Universitas Indonesia, p. 281.

⁶ Article 1 Point 1 of Presidential Regulation No. 9 of 2009 concerning Financing Institutions

⁷ Article 1 Point 2 of Presidential Regulation No. 9 of 2009 concerning Financing Institutions

and the second amendment Number 7/POJK.5/2022. Finance Company is a type of business that provides funding for the purchase of products and/or services.⁸ Financing institutions play a crucial role in development, accommodating and channelling the aspirations and interests of community and actively participating in areas where the community and company actors expect them will conquer a common factor, namely the capital factor. They are also an important alternative source of funding that might be used to promote the expansion of the national economy.⁹

2. Consumer Finance

According to Regulation of President Number 9 Year 2009, Consumers Finance is the practice of providing funding for the purchase of commodities depending on customer demands and making installment payments.¹⁰ Companies that provide the above financing are called customer finance companies.¹¹ The transaction mechanism in consumer financing is as follows:¹²

⁸ Article 1 Point 1 of the Financial Services Authority Regulation Number 29/POJK.05/2014 concerning the Implementation of the Financing Company Business

⁹ Siti Ismijati Jenie, 1996, *Beberapa Perjanjian Yang Berkenaan Dengan Kegiatan Pembiayaan*, Yogyakarta: Bahan Penataran Dosen Hukum Perdata, Fakultas Hukum UGM, p. 1.

¹⁰ Article 1 Point 7 of Regulation of President Number 9 of 2009 on Financing Institutions

¹¹ Kasmir, 2008, *Bank dan Lembaga Keuangan Lainnya*, Jakarta: Rajawali Pers, p.23.

¹² Khotibul Umam, 2010, *Hukum Lembaga Pembiayaan : Hak dan Kewajiban Nasabah Pengguna Jasa Lembaga Pembiayaan*, Yogyakarta: Pustaka Yustisia, p. 40.

a. Application stage

Prior to submitting an application for a consumer financing facility, the debtor must submit an application letter with copies of their identification cards, their prospective spouse's identity cards, their family card, their bank statement, their salary certificate, and any other certificates that are required. Debtors typically apply for consumer financing at dealers or providers of consumer goods that have partnered with lending businesses.

b. Checking stage

The marketing department will verify the accuracy of the form filling based on the applicant's application by assessing and analysing the data and information received, visiting the potential debtor's location, making additional checks, and making general or other specific observations.

c. Stages of creating a customer profile

The division of marketing will present a recommendation for the debtor's application to the credit committee based on the findings of this stage's field inspection.

d. Proposal submission stage to credit committee

At this point, the debtor's application to the credit committee will get a recommendation from the marketing department.

e. Committee credit decision

The credit committee's decision serves as the foundation for whether or not creditors provide financing. In the event that the debtor's application is denied, the marketing department will go on to the next round and notify the debtor via a refusal letter.

f. Binding stage

The consumer finance arrangement may be bound secretly and notarially, or it may be done both ways.

g. Ordering stage for consumer goods

Following the fulfilment of the agreement by both parties, the creditor will take the subsequent actions:

- 1) Creditors make an order with the supplier for goods; the order is specified in the purchase order confirmation or purchase order confirmation along with the goods receipt letter and evidence of delivery.
- 2) In particular, the credit administration department will do Vehicle Ownership Documents or certificate checks to the appropriate agencies for used order objects, including buildings, land, and motor vehicles.
- 3) The debtor's payment receipt to the creditor (which may come from suppliers or dealers)

h. Payment stage to the supplier

The supplier will make a collection to the creditor following the delivery of the products to the debtor.

i. Payment collection or monitoring stage

The payment of installments from debtors in accordance with a prearranged schedule comes next, following the completion of the full payment procedure to suppliers or dealers. Based on the scheduled payment due date, the collection department will keep an eye on installment payments. Additionally, collateral and the duration of the insurance coverage are monitored.

j. Collateral collection

The following will be returned to the grantor by the beneficiary if all of the grantor's responsibilities have been paid: collateral (Vehicle Ownership Documents, certificate, invoice, invoice), and any additional papers that may have been submitted.

3. Mitigation of Financing Risks by Financing Companies

To avoid the risk of large losses in finance companies, it is stipulated that there is an obligation for finance companies to mitigate financing risks.¹³ Financing risk mitigation is an effort implemented by the Financing Company to reduce the risk carried by the Financing Company due to the inability or failure of the debtor

¹³ Article 18 paragraph (1) of the Financial Services Authority Regulation Number 29/POJK.05/2014 concerning The Implementation of the Financing Company Business

to fulfill payment obligations to the Financing Company.¹⁴ Mitigasi

Financing mitigation can be carried out by:¹⁵

- a. The transfer of financial risks via procedures like credit guarantee or insurance;
- b. Transferring risks on goods financed or goods that become collateral from financing activities via methods like insurance systems;
- c. Enforcing fiduciary guarantees on objects financed or goods that become collateral from financing activities.

4. Collateral in Consumer Financing

Collateral in consumer financing is in principle the same as collateral in bank loans, especially consumer loans, namely:¹⁶

a. Primary Guarantee

in the form of the beneficiary's faith in the grantor's capacity to pay back his obligations and their ability to be trusted. The principles of loan issuance, including the 5 C principle

¹⁴ Falahiya, 2022, *Mitigasi Risiko Pembiayaan Kredit Usaha Rakyat (KUR) Di Bank Syariah Indonesia (BSI) Kantor Cabang Pembantu (KCP) Jombang Plosos Dalam Mewujudkan Pembiayaan yang Sehat*, Journal: Islamic Banking and Finance Vol. I, No. 2, p.113.

¹⁵ Article 18 paragraph (2) of the Financial Services Authority Regulation Number 29/POJK.05/2014 concerning The Implementation of the Financing Company Business

¹⁶ Munir Fuady, 1995, *Hukum tentang Pembiayaan dalam Teori Praktik (Leasing, Factoring, Modal Ventura, Pembiayaan Konsumen, Kartu Kredit)*, Bandung: PT. Citra Aditya Bakti, p. 211.

(Collateral, Capacity, Character, Capital, Condition of Economy)
are applicable in this context.

b. Principle Guarantee

The goods purchased with the funds. If the funds are given for example to buy a car, then the car concerned becomes the principal guarantee. Usually this guarantee is carried out through a Fiduciary Transfer of Ownership, so that all documents relating to ownership of the goods concerned would hold by the funder until the credit is pay in full.

c. Additional Guarantee

Transactions involving consumer credit also incorporate additional collateral. This collateral typically takes the shape of power of sale documents, promissory notes or acknowledgements of indebtedness, and insurance cessie. In addition, the approval of the spouse is often sought (for individual consumers) and the approval of the commissioners/RUPS in according to the articles of association (for corporate consumers).

B. Overview of Fiduciary Guarantee

1. Definition of Collateral Law

Collateral can be interpreted as dependant because the term "collateral" implies responsibility. An agreement is a legal action that takes place (by complying with the law's requirements) when two or more parties make an interdependent and compatible declaration of will that is meant to benefit at the expense of the opposing party, or to benefit both parties (all) reciprocally.¹⁷

In this specific case, reliance on every one of an individual's obligations is meant, as stated by Article 1131 of the BW:

“The debtor’s whole estate, both current and future, serves as security for all of his or her debts”.

It is further stated in Article 1132 BW, states:

“The properties serve as joint guarantees for his creditors, and unless the law establishes a different order of priority for the creditors, the revenues from the properties will be allocated to them in accordance with the amount of each loan”.

Deposits on certain obligations of a person as regulated in Articles 1139-1149 BW (privileged receivables), Articles 1150-1160 (Pawn) Articles 1162-1178 (Mortgage, Mortgage Rights Law No. 4 of 1996), Articles 1820-1850 (Debt guarantee), and finally as

¹⁷ Rachmad Setiawan, 2020, *Hukum Perikatan Ajaran Umum Perjanjian*, Bandung: Yrama Widya, p.10.

stipulated in Law Number 42 of 1999 concerning Fiduciary Guarantees which is usually referenced as UUJF. Security Law is a legal regulation that regulates the guarantees of creditors' receivables against their debtors.¹⁸

Collateral law regulates agreements or security instruments used to guarantee the repayment of debts or obligations. One party may provide collateral to another in order to guarantee that the secured party will be able to exercise certain rights and receive payment or reimbursement in the event that the party issuing the debt or obligation is unable to repay it. These are some collateral law principles:¹⁹

- a. publicitet principle, namely the principle that all rights, whether mortgages, fiduciary rights, and land mortgages have to be registered.
- b. specialitet principle: The principle of specialty: that mortgage rights, fiduciary rights, and land mortgages can only be imposed on plots or on goods that have been registered in the name of a particular person.

¹⁸ J. Satrio, 1993, *Hukum Jaminan: Hak-hak Jaminan Kebendaan*, Bandung: Citra Aditya Bakti, p. 3.

¹⁹ Slamet Riyanto, Wahid Nugroho Asri & Agus Priono, *Perkembangan Hukum Jaminan Di Indonesia Dalam Rangka Menuju Hukum Jaminan Modern*, p. 11.

- c. indivisibility principle: the principle of divisibility of debts cannot result in the divisibility of mortgage rights, fiduciary rights, mortgages, and liens even though partial payments have been made.
- d. inbezittstelling principle of, namely that the collateral (pawn) must be in the pawn recipient.
- e. horizontal principle, namely the building and land are not a single unit.

To guarantee the beneficiary's interest in the grantor's debt, BW divides the debtor's property into:

a. General Collateral

General collateral is a collateral right resulted from the law on all assets or items that owe to the borrower, both now and in the future, without any prior agreement between the grantor and the beneficiary gives the right to creditors jointly (concurrent) in order to settle the obligation of the borrower.²⁰ As a characteristic of general collateral, the creditor has a concurrent position or competes with other creditors when the borrower defaults, the goods used as a guarantee object would be

²⁰ Article 1131 BW

auctioned and the proceeds of the auction are shared jointly with the concurrent creditors to pay the debtor's debts.²¹

b. Special Collateral

Special collateral is a security right that is resulted from a special agreement between the beneficiary and the grantor, which aims to provide both personal and material guarantees to pay the debtor's debts when defaulting.²² It is resulted based on the consent of both parties. Special collateral is characterized as providing a privileged or priority position for the creditor to get repayment if the collateral object is executed in order to fulfill the obligations of the defaulting debtor.²³ In practice we find specialized collateral institutions consisting of Material collateral (pawn, *credietverband*, mortgage and fiduciary) and Personal collateral (*borgtocht*, warranty agreements, responsibility agreements).²⁴

Article 1132 BW, divides the collateral institution into 2 (two) characteristics based on the transaction of providing security given by the debtor to the kreditor, namely Concurrent

²¹ Sri Budi Purwaningsih, 2021, *Hukum Jaminan & Agunan Kredit Dalam Praktek Perbankan Di Indonesia*, Umsida Press, p. 16.

²² Article 1133 BW

²³ *Ibid*, p. 17.

²⁴ *Ibid*, p. 18.

collateral (*konkuren*) is a guarantee provided by the debtor to the creditor where the nature of the security does not come with the right to precede one another in debt repayment between one creditor and another creditors.²⁵ Preferred collateral (*preferen*) is collateral given by the grantor to one beneficiary, where the creditor is given the right to precedence in debt repayment against other creditors.²⁶

Some of the common forms of collateral encountered in law include mortgages, pawn, letters of guarantee, and warrants. Here are some general concepts related to collateral law:

- a. Pawn: Pawn provisions are regulated in Articles 1150 to 1160 BW. The pawned object must be placed under the control of the creditor or the agreed party. This means that it cannot be an item that will exist in the future. Collateral involves the granting of personal property rights, such as movable goods, to the grantor. If debtor s deafault, the creditor could sell the collateral.

²⁵ Purwahid Patrik dan Khasadi, 1996, *Hukum Jaminan*, Semarang: Fakultas Hukum UNDIP, p. 70.

²⁶ Mariam Darus Badruizaman, 2000, *Beberapa Permasalahan Hukum Hak Jaminan*, *Journal Hukum Bisnis*, Vol. 11, No.1 p. 12.

- b. Ship Mortgage: Regulated in Articles 1162 to 1232 BW as well as the Shipping Law. The only object that can be used as a mortgage is a ship. This is because land that was previously pledged with a mortgage has been pledged with a mortgage right since the existence of the Law Concerning Mortgage Rights Of Land and Things Related therewith. Mortgages are granted to collateral for immovable objects. The object of the mortgage is a ship weighing seven tonnes and above or a content of 20 m³.
- c. Fiduciary: Article 1 point 2 on Fiduciary Law regulates that goods that are suitable for collateral in Fiduciary assets include both immovable (such as buildings that are free from mortgage rights) and moveable (both physical and intangible).²⁷ It is possible to offer fiduciary pledges against one or more goods of types of objects, includes receivables, whether they are acquired later or already there when the guarantee is granted.²⁸ Then, unless otherwise agreed, the fiduciary guarantee also covers the proceeds of the object of fiduciary guarantee, and covers insurance claims in the

²⁷ Article 1 Point 2 of Law No.42 Year 1999 on Fiduciary Guarantee

²⁸ Article 9 paragraph (1) of Law No.42 Year 1999 on Fiduciary Guarantee

event that the goods of fiduciary guarantee is ensured.²⁹ It should be noted that fiduciary is the transfer of ownership rights of an object on the basis of trust with regulation the ownership rights of the object remain in the possession of the owner of the object as stipulated in Article 1 point 1 of the Fiduciary Law. An example of an object that can be pledged as fiduciary is a motor vehicle.

- d. Mortgage Rights: It is regulated separately in Law 4/1996 that a Mortgage rights are a type of collateral right attached to land rights as defined by the UUPA, either in conjunction with or apart from other items that are considered an essential component of the land. In the third paragraph of Point 5 of the General Elucidation of the UUHT, which states:

“The unity of the National property Law, one of the primary goals of the Basic Agrarian Law, is thus accomplished as Mortgage Rights is the only institution of collateral rights over property.”

- e. Warehouse Receipt: Warehouse receipts are regulated in Law No.9 of 1996 and its amendments. A warehouse receipt is a document that proves ownership of goods stored in a

²⁹ Article 10 of Law No.42 Year 1999 on Fiduciary Guarantee

warehouse issued by the warehouse manager.³⁰ Each warehouse receipt issued can only be encumbered by one debt guarantee.³¹

2. Definition of Fiduciary Guarantee

In order to address community concerns about fiduciary guarantee regulation as a way to support company operations and give interested parties legal clarity, Law Number 42 of 1999 concerning Fiduciary Guarantees was passed.³²

According to article 1 point 1, which states that Fiduciaries is the transfer of ownership of an object in trust, provided that the object to which ownership is transferred remains under the control of the owner of the object.³³ The purpose of collateral is to convince creditors that The grantor is capable of giving back or repaying the credit extended to him as stipulated in the credit agreements that has been reached by mutual agreement.³⁴ This concept is found in various financing transactions, including motor vehicle financing.

³⁰ Article 1 Point 2 of Law No.9 of 2011 Concerning the Amendment to Law No.9 of 2006 Concerning Warehouse Receipt System

³¹ Article 12 paragraph (1) of Law No.9 of 2006 Concerning Warehouse Receipt System

³² *Ibid*, p. 62.

³³ Article 1 Point 1 of Law Number 42 of 1999 Concerning Fiduciary Guarantee

³⁴ Hadisaputro, Hartono, 1984, *Pokok-Pokok Hukum Perikatan dan Hukum Jaminan*, Yogyakarta: Liberty, p. 20.

Fiduciary Guarantee Law in Indonesia, have several characteristics that need to be understood because these characteristics are designed to create a balance between the rights and obligations of grantor and beneficiary, and provide a clear and transparent legal basis for the management of fiduciary guarantees.

- a. The fiduciaries guarantee agreement is an *accessoir* agreement,³⁵ as explained in article 4 in Fiduciary Guarantee Law, which reads:

"An addendum to a primary agreement that places responsibility on the parties to carry out a performance is known as a fiduciary guarantee."

- b. Constantly adhere to the object (*droit de suite*)³⁶ as stipulated in Article 20 of Law No. 42 of 1999 on Fiduciary Guarantees, which states that:

"With the exception of the transfer of inventory items that are the subject of the fiduciaries guarantee, the fiduciary guarantee remains compliant with its original intent, whoever holds it".

³⁵ Muhammad Moerdiono Muhtar, 2013, *Perlindungan Hukum Bagi Kreditur Pada Perjanjian Fidusia Dalam Praktek*, Journal: Lec Privatum, Vol.1 No.2, p. 96

³⁶ J. Satrio., 2002, *Hukum Jaminan, Hak Jaminan Kebendaan Fidusia*, Bandung: Citra Aditya Bakti, p. 276.

- c. Conforms to the specialisation and publicity regulations to provide interested parties with legal clarity and to bind third parties.³⁷
- d. The parate executie institution may be used to carry out the execution if the debtor defaults.³⁸
- e. Fiduciary guarantees contain a right of precedence, also known as a right of preference, which means that in terms of repaying obligations, the beneficiary gets priority over other creditors.³⁹

3. Subject and Object of Fiduciary Guarantee

The subjects of the fiduciaries guarantee are grantor and beneficiary. The grantor is an person or legal entity who owns the object of the collateral and the beneficiary is an individual or legal entity that has receivables secured by the goods of the fiduciary guarantee.⁴⁰

As stated by article 1 point 5 in Law No. 42 of 1999 on Fiduciary Guarantee, The individual or business that owns the fiduciary guarantee's object is known as the grantor. A individual

³⁷ Ferdiansyah Putra Manggala, 2023, *Dinamika Pembebanan Jaminan Fidusia Terkait Dengan Prinsip Spesialitas*, Vol. 4 Issue 1, Journal Ilmu Kenotariatan, p. 10.

³⁸ Article 17 of Law No.42 Year 1999 on Fiduciary Guarantee

³⁹ Article 27 of Law No.42 Year 1999 on Fiduciary Guarantee

⁴⁰ H. Salim, HS, 2011, *Perkembangan Hukum Jaminan di Indonesia*, Jakarta : Rajawali Pers, p. 64.

or business with receivables whose payment is guaranteed by a fiduciaries guarantee is the beneficiary. The beneficiary is entitled to preference, which is the ability to collect its obligation from the revenues of the performance of the fiduciary guarantee object. The fiduciary's right of preference is only acquired if it is register with the Office of Fiduciary Registration and remains intact notwithstanding the fiduciary's bankruptcy or liquidation.⁴¹

Before the Fiduciary Guarantees Law No. 42 of 1999 was passed, the objects of fiduciaries guarantees were movable objects consisting of goods in inventory, merchandise, accounts receivable, machine tools, and motor vehicles.⁴² However, with the enactment of Law Number 42 Year 1999 Concerning Fiduciary Guarantee. Based on this law, the object of There are two categories of fiduciary security: moveable (physical and intangible) and immovable (particularly structures not pledged as collateral).⁴³ The goods of the fiduciary guarantee needs to be easily recognised. and meet the requirements set by local law. The fiduciary guarantee grantor retains the physical property rights to

⁴¹ Article 1 Point 5 of Law No.42 Year 1999 on Fiduciary Guarantee

⁴² *Ibid.*

⁴³ Article 1 Point 4 of Law No.42 Year 1999 on Fiduciary Guarantee

the object of the guarantee, but grants a mortgage or fiduciary right to the creditor.⁴⁴

4. Rights and Obligations Fiduciary Grantor and Beneficiary

The rights and obligation of the grantor (debtor) and the beneficiary (creditor) are stipulated by the UUJF in Indonesia.

a. The rights and obligations of the guarantor fiduciary;⁴⁵

Grantor's Rights:

- 1) Controls the fiduciary object and can transfer the inventory object.
- 2) Receive the remaining proceeds from the sale of the fiduciary object.
- 3) Receive back the ownership claim to the fiduciary goods, if it has paid off its debt on the fiduciary object, if it has paid off its debt.

Grantor's Obligations:

- 1) Maintain and care for the fiduciary object so that it does not decrease in value.
- 2) Report the condition of the fiduciary object to the fiduciary recipient.

⁴⁴ Article 1 Point 1 of Law No.42 Year 1999 on Fiduciary Guarantee

⁴⁵ Sanusi, Rizkianto, K., & Asmarudin, I., 2017, *Perlindungan Hukum Dalam Perjanjian Fidusia*, Jawa Tengah : Diya Media Group, hlm. 59.

- 3) Repay the loan.
 - 4) Sustain and assist for the fiduciaries object in order that it does not lose value
- b. The rights and obligations of the beneficiary fiduciary;⁴⁶

Beneficiary's Right:

- 1) Supervise and control fiduciary objects.
- 2) Sell the fiduciary object if the debtor defaults.
- 3) Receive the loan from the fiduciaries object's selling profits..
- 4) Transferring fiduciary guarantee if the object is not in the care of the fiduciary grantor.
- 5) Supervise and control fiduciary goods.

Beneficiary's Obligations:

- 1) Registering the Fiduciary Deed of Guarantee with the Office of Fiduciary Registration.
- 2) Grants power to the fiduciary over the fiduciary object on a loan-to-use basis.
- 3) Handing over the surplus to the fiduciary.
- 4) Hand over the title of the fiduciaries object back to grantor, if the loan been repaid by the debtor.

⁴⁶ *Ibid.*

5. Enforcement of Fiduciary Guarantee

The enforcement of goods with fiduciary guarantee is made by notary documents with the Indonesian language and is a fiduciary guarantee deed.⁴⁷ The fiduciaries guarantee documents shall at the very least include:

- a. Identity of the grantor and receiver;
- b. Information about the main contract that the grantor;
- c. A statement of the object that becomes the goods of fiduciaries guarantee;
- d. Guaranteed worth; and
- e. Worth of the goods that becomes the goods of fiduciary guarantee.

Debts whose repayment is secured by fiduciary can be in the form of:⁴⁸

- a. Current debts;
- b. A debt to be incurred at a later date that has been agreed upon in a specific amount;
- c. Debts that at the time of execution can be determined in amount based on the main agreement that gives rise to the obligation to fulfill a performance.

⁴⁷ Ashliby, 2018, *Hukum Jaminan*, Penerbit : MIH Unihaz, p. 101.

⁴⁸ Article 7 of Law No.42 Year 1999 on Fiduciary Guarantee

A fiduciary guarantee may be granted to more than one fiduciary or to the fiduciary's attorney or representative.⁴⁹ A fiduciary guarantee can be granted against one or more units or types of objects, including receivables, either existing at the time the guarantee is granted or acquired later. Collateral enforcement over objects or receivables acquired later does not need to be done with a separate collateral agreement.⁵⁰ Unless otherwise agreed, the fiduciary guarantee covers the proceeds from the object of fiduciary guarantee, including insurance claims, in the event that the object of fiduciary guarantee is insured.

C. Difference between Default and Unlawful Acts

Default is an act where a person is negligent or fails to carry out the responsibilities outlined in the declared negligence to fulfill the obligation, continues to neglect it, or if something that must be given or made, can only be given or an agreement made between the parties concerned.⁵¹ Default is written in article 1243 BW, which contains:

“If the debtor continues to be negligent in fulfilling the obligation after being found negligent, or if something that needs to be done can only be done in a time frame that is longer than the one that was specified, then reimbursement of costs, losses, and interest for non-fulfillment of an obligation becomes mandatory”.

⁴⁹ Article 8 of Law No.42 Year 1999 on Fiduciary Guarantee

⁵⁰ Article 9 Paragraph (2) of Law No.42 Year 1999 on Fiduciary Guarantee

⁵¹ Salim HS, 2008, *Pengantar Hukum Perdata Tertulis (BW)*, Jakarta: Rajawali Pers,

That is, a default will not occur if there is no agreement that precedes it.⁵² The forms of default are:⁵³

- a. Not fulfilling the performance at all.
- b. Fulfilling the performance but not on time.
- c. Fulfilling achievements but inappropriate or erroneous. Debtors who fulfill their achievements but are mistaken, if the mistaken achievements cannot be corrected anymore

According to Subekti, there are four types of default, namely:⁵⁴

- a. failing to do what he promised to carry out;
- b. fulfilling his promises, although not quite as promised;
- c. fulfilling his pledge, however belatedly;
- d. committing an act that is prohibited by the agreement.

Unlawful acts adhere to regulations in 1365-1380 of BW, and are included in the obligations arising from the law. Unlawful Acts are found in Article 1365 of the BW which stated:⁵⁵

“ Any unlawful act that results in harm to another person requires the party whose negligence caused the harm to make up for it”.

⁵² Article 1243 BW

⁵³ J. Satrio, 1999, *Hukum Perikatan*, Bandung: Alumni, p. 84.

⁵⁴ Subekti, 2002, *Hukum Perjanjian*, Jakarta: PT. Intermasa, p. 47.

⁵⁵ Article 1365 BW

Then in Article 1367 BW states that A person has responsibility not just for losses resulting from his own conduct but also for losses resulting from the activities of his dependents or from products that are under his control.⁵⁶ In accordance with the terms in Article 1365 BW, a tort need to include the following components:⁵⁷

- 1) The current act.
- 2) Actions against the law.
- 3) The presence of responsibility on the side of the offender.
- 4) Victim has suffered a loss.
- 5) The fact that the loss and the conduct were caused by each other.
- 6) An action that goes against common sense or what is required in polite social intercourse.

D. Ownership Rights to Motor Vehicles

1. Definition of Vehicle Ownership Documents (BPKP)

Vehicle Ownership Documents is an official document that serves as proof of ownership of a motor vehicle. Vehicle Ownership Documents is issued by SAMSAT (Satuan Administrasi Manunggal Satu Atap) after the vehicle registration process is completed. Vehicle Ownership Documents contains detailed information about

⁵⁶ Article 1367 BW

⁵⁷ Article 1365 BW

the vehicle, such as frame number, engine number, color, year of manufacture, and others.⁵⁸

The function of Vehicle Ownership Documents is very essential for vehicle owners. Apart from being proof of ownership, Vehicle Ownership Documents also has other functions that are different from Vehicle Number Certificate. Vehicle Ownership Documents and Vehicle Number Certificate have some important differences. Vehicle Ownership Documents is an official proof that the vehicle is owned by someone. Through Vehicle Ownership Documents, the vehicle owner can prove the legal ownership of the vehicle. This is important in avoiding legal issues related to vehicle ownership.⁵⁹

Ownership of a motor vehicle with a Vehicle Ownership Documents that has not been registered means that the vehicle is still registered under the name of the previous owner in the official vehicle document (Evidence of Motor Vehicle Ownership). This can happen when after purchasing the car from the previous owner, but no administrative process is carried out to change the owner's name

⁵⁸ *Cari Tahu Apa Fungsi BPKB bagi Pemilik Kendaraan*, <https://auto2000.co.id/berita-dan-tips/fungsi-bpkb-tips#> , accessed March 23, 2024. 09.00 pm

⁵⁹ *Legalitas Kepemilikan Kendaraan Bermotor*, <https://www.humas.polri.go.id/2023/09/22/legalitas-kepemilikan-kendaraan-bermotor-yang-hanya-dilengkapi-dengan-surat-tanda-nomor-kendaraan-stnk/>, accessed June 10, 2024. 7.45 pm

on the Vehicle Ownership Documents, in this case it can be said that the buyer is only limited to being the " controller " of the movable object and not the owner.⁶⁰ Therefore, motor vehicles with Vehicle Ownership Documents in the name of a person do not have strong legitimacy in case of disputes or legal problems related to the 'status' of its acquisition.

This can be exemplified in the case of a car as an object of fiduciary guarantee with bad credit or a vehicle as a result of theft or embezzlement which is then transferred through buying and selling, then there is weak legal protection for buyers of motorized vehicles with Vehicle Ownership Documents that have not transferred their names. Another problem is that if the motorized vehicle is lost due to theft, the proof of ownership of the motorcycle buyer will be weak without the Vehicle Ownership Documents in the name of the buyer.⁶¹

2. Protection of Motor Vehicle Owners

The concrete form of legal protection given to the owner of the motor vehicle is the provision of a Vehicle Number Certificate (STNK) as proof of identity to the motor vehicle and given the Vehicle Ownership Documents (BPKB) which functions to show the

⁶⁰ *Ibid.*

⁶¹ *Ibid.*

legal ownership identity of the motor vehicle.⁶² In general, after selling a vehicle, the previous owner must immediately report the change of ownership to SAMSAT (Sistem Administrasi Manunggal Satu Atap) so that the Vehicle Ownership Documents can be renamed according to the new owner. If the Vehicle Ownership Documents has not been transferred and the new owner has purchased a used car, this can lead to several risks and legal issues, both for the new car owner and the previous owner.

3. Transfer of Vehicle Ownership Documents Name against Fiduciary Guarantee

Transfer of Vehicle Ownership Documents Name is the process of changing ownership data between the previous and current owners. Transferring the name will make it easier to manage vehicle administration such as paying taxes, as well as extending the validity period of Vehicle Number Certificate and TNKB (Tanda Nomor Kendaraan Bermotor). The process of changing the name of the vehicle may be completed at any time, without waiting for the tax validity period to expire.⁶³ For title transfer within one region, the tax

⁶² *Pentingnya Identitas Pemilik Kendaraan Harus Sama Dengan KTP Anda*, <https://bapenda.jabarprov.go.id/2017/06/16/pentingnya-identitas-pemilik-kendaraan-harus-sama-dengan-ktp-anda/> , accessed Januari 18, 2024. 9.30 pm

⁶³ *Balik Nama Kendaraan Bermotor*, <https://samsatsleman.jogjapro.go.id/index.php/layanan/bn2/12-balik-nama-bn2> , accessed January 18, 2024. 10.20 pm

validity period will still be taken into account if there is more than 15 days remaining. After the title transfer process, the taxpayer will get a new STNK and TNKB valid for the next 5 years. Receipt of sale and purchase, grant letter, inheritance letter, title release letter if the vehicle is on behalf of the company, minutes of auction if the vehicle is the result of the auction of the name change process, so that the vehicle ownership data listed in the Ownership Documents and Vehicle Number Certificate matches the data of the new vehicle owner.⁶⁴

4. Receipt

Receipts are classified as letter evidence. A receipt is a receipt or a release where the person whose name is listed in the receipt controls it because it is considered to have fulfilled the payment in accordance with the instructions of the party who signed it.⁶⁵

⁶⁴ *Ibid.*

⁶⁵ Hary Murti dkk, 2020, *Penggunaan Kuitansi Sebagai Alat Bukti Transaksi Jual Beli (Ditinjau Dari Perspektif Kitab Undang-Undang Hukum Perdata)*, Jurnal: Ilmu Sosial dan Ilmu Administrasi Negara, Vol.4 No.1, p. 98.