



## Legal Analysis of Acceptable Transfer (Cessie) to Third Parties in the Decision Case of North Jakarta State Court Number 471/Pdt.G/2019/PN.Jkt.Utr

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### ARTICLE INFO

#### Article history:

Received Nov 25, 2022  
Revised Des 16, 2022  
Accepted Des 27, 2022

#### Keywords:

Acceptable Transfer  
Cessie  
Third Party

### ABSTRACT

Submission of bills on behalf of (cessie) as stipulated in Article 613 of the Civil Code where the submission is carried out to make a deed, where the deed of claims on behalf of said cessie deed. This research aims to find out how the transfer of receivables (cessie) to third parties according to the Civil Code and what are the legal consequences of the Receivable Buyer (cessor) for objects caused by the Transfer of Receivables (cessie) in the North Jakarta District Court Decision Case Number 471/Pdt.G/2019/PN.Jkt.Utr. This research was designed with a normative juridical approach with a statute approach, case approach and conceptual approach. Sourced data obtained from library research. Data were analyzed by descriptive analysis method. Based on the results of the analysis, it was found that in the Case Decision of the North Jakarta District Court Number 471/Pdt.G/2019/PN.Jkt.Utr that was a delegate (transfer of debtor's obligations), namely the Debtor (Plaintiff) received a Letter from Defendant I with Letter No. 18/COL/10608 and Letter No. 18/COL/10611 Subject: Notification of Transfer of Receivables. Defendant I as a Creditor has the right to make a Transfer of Receivables (Cessie) to another party. Legal Consequences of Transfer of Receivables (cessie) is declared valid because Cessie can be done through an authentic deed or private deed, with the main requirement for the validity of the cessie is notification of the cessie to the debtor for approval and recognition.

### ABSTRAK

Penyerahan tagihan atas nama (cessie) sebagaimana diatur Pasal 613 KUHPerdara yang penyerahannya dilakukan membuat akta, di mana akta tagihan atas nama tersebut disebutkan akta cessie. Penelitian ini dilakukan bertujuan untuk mengetahui bagaimana pengalihan piutang (cessie) kepada pihak ketiga menurut KUHPerdara dan bagaimana akibat hukum Pembeli Piutang (cessor) terhadap benda yang disebabkan Pengalihan Piutang (cessie) pada Perkara Putusan Pengadilan Negeri Jakarta Utara Nomor 471/Pdt.G/2019/PN.Jkt.Utr. Penelitian ini didesain dengan yuridis normatif dengan pendekatan secara undang-undang (statute approach), pendekatan kasus (case approach) dan pendekatan secara konseptual (conceptual approach). Data bersumber diperoleh dari studi kepustakaan. Data dianalisis dengan metode deskriptif analisis. Berdasarkan hasil analisis diperoleh bahwa Pada Perkara Putusan Pengadilan Negeri Jakarta Utara Nomor 471/Pdt.G/2019/PN.Jkt.Utr bahwa merupakan delegasi (pengalihan kewajiban debitor) yaitu Debitor (Penggugat) menerima Surat dari Tergugat I dengan Surat No. 18/COL/10608 dan Surat No. 18/COL/10611 Perihal: Pemberitahuan Pengalihan Piutang-Piutang. Tergugat I sebagai Kreditur berhak untuk melakukan Pengalihan Piutang (Cessie) kepada pihak lain. Akibat Hukum Pengalihan Piutang (cessie) dinyatakan sah karena Cessie dapat dilakukan melalui akta otentik atau akta bawah tangan, dengan syarat utama keabsahan cessie adalah pemberitahuan cessie tersebut kepada pihak terhutang untuk disetujui dan diakuinya.

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## I. INTRODUCTION

Improvements in the economic sector are marked by increases in business activities that have a direct impact on increasing businesses, but these increases are not always followed by the financial capabilities of business actors. One of the efforts made by business actors to fulfill their financial needs is by borrowing funds or capital, known as credit, either through government or private commercial banks. The activity of borrowing money has been carried out for a long time in people's lives who have known money as a means of payment. It can be seen that almost all people have made the activity of borrowing money as something that is very necessary to support the development of their economic activities and also to improve their standard of living. Lenders who have excess money are willing to lend money to those who need it. Instead, the borrower based on a particular need or purpose borrows the money.

The credit agreement is contained in Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking in Article 1 number 11 it is stated that credit is the provision of money or bills that can be equated with it, based on a loan agreement or agreement. between the bank and other parties that require the borrower to pay off the debt after a certain period of time with interest. The bank has an obligation to provide credit services (loans) according to a mutual agreement and is entitled to return the debtor. Likewise, the debtor has the obligation to repay the debt along with the interest in accordance with the mutual agreement and is entitled to achievement, namely in the form of a loan from the bank along with other facilities according to the agreement.

The term submission of invoices on behalf of (cessie) as stipulated in Article 613 (burgelijk wetboek) where the submission is made to make a deed, where the deed of claims on behalf of said deed of cessie. However, because Article 613 BW at the same time regulates submission of bills on behalf of and other incorporeal objects, people are often not keen to distinguish between the use of the term cessie for submission of bills on behalf of a deed that transfers other incorporeal objects. Submission of other incorporeal objects is indeed the same as submission of bills in the name of it is done by making a deed. but in the doctrine it is not referred to as a cessie deed. This needs to be distinguished, because if it is not distinguished then we can no longer say, that the cessie is finished in the sense that the object of the cessie has been transferred to the ownership of the cessionaries by signing the deed of cessie, because the transfer of shares as intangible objects is through the deed of surrender, with the signing of the deed of surrender of shares, has not transferred the ownership rights to the shares concerned to the purchaser, because for this purpose a name transfer is still required in the register of shares. It is necessary to agree on a number of legal technical terms related to cessie, namely the person who submits bills on behalf of (the original creditor) is called a cedent, the one who receives the submission (new creditor) is a cessionaris, while a cessus is a debtor who has a debt (Rachmad Setiawan and J Satrio, 2010).

Cessie as a contract that becomes a guarantee is widely used by banks. Cessie is a way of transferring property rights through a contract, but by the bank it is not to be owned, but is used to guarantee that the debtor will pay. From the results of the bill to this cessus, it will be used to pay off the debtor's debt (Muhamad Rizky Djangkarang, 2013). Regarding Cessie, namely Cessie is an agreement in which the creditor transfers his receivables (on behalf of) to another party. Cessie is a material agreement that starts with "title" which is an obligator agreement (Yanti Fristikawati, 2010). Based on the views put forward above, it is clear that a cessie is a way to transfer and/or hand over rights to a receivable on behalf of (Puteri Natalia Sari, 2010).

Article 613 of the Civil Code states that receivables or bills are on behalf of. In bills in the name, the debtor knows exactly who the creditor is. One of the characteristics possessed by a bill on behalf of is that bills on behalf have no form. If a debenture is made, then the debenture is only valid as evidence. This is because the existence of debentures in any form is not something that is important from a bill on behalf. Thus, if a bill on behalf of the debt is stated in the form of a note, then the physical delivery of the debt certificate has not transferred the claim rights as evidenced by the letter in question. In order to transfer a bill on behalf of a deed of submission of a bill on behalf of which

in doctrine and jurisprudence is referred to as a deed of cessie. In a cessie, ownership rights are transferred and by making a cessie deed, the surrender (leveraging) of the name has been completed.

Receivables referred to in Article 613 of the Civil Code are rights to claim arising from the legal relationship of borrowing and borrowing money from an activity of channeling credit facilities between the Bank as the creditor and the debtor. Receivables or billing rights arising from legal relationships borrowing money or from bank lending activities can be transferred to third parties, by way of cessie (Puteri Natalia Sari, 2010). In order for a cessie to be implemented, the cessie must be notified to the cessus (the debtor of the receivables on behalf of). In the model form issued by the bank, the cessie is listed as collateral among several other guarantees (f.e.o, mortgages, and mortgages) (Sri Kastini, 2001).

It is interesting to examine the North Jakarta District Court Decision Case Number 471/Pdt.G/2019/PN.Jkt.Utr, in this case it was found that the legal fact was that after the Plaintiff received a loan for the two credit facilities from Defendant I, the Plaintiff experienced a payment delay so that the Plaintiff tried to apply for the restructuring of the payment of his debt by requesting a postponement of the payment of the principal debt but was not responded to by the fact that Defendant I had transferred all of his rights to collect his receivables to Defendant II with a repayment value requested by Defendant II of Rp. 2,300,000,000, -, (two billion three hundred million rupiah) while according to the total outstanding balance for the two credit facilities according to the calculation of the two Payment billing Inquiri each dated September 20 2018 amounting to Rp. 1,070,428,982,- (one billion seventy million four hundred twenty-eight thousand nine hundred and eighty-two rupiah), this has been corroborated by the testimony of the Plaintiff's witnesses, who testify that there has been arrears on the Plaintiff's KPR credit provided by Defendant I, and the KPR credit has been taken over to another party, the Plaintiff once tried to negotiate on his initiative with Cessor by offering to pay off Rp. 1,300,000,000.- (one billion three hundred million rupiah) but the offer was rejected by Defendant II and insisted on asking for a payment of Rp. 2. 200,000,000.- (two billion two hundred million rupiah). Considering that based on the legal facts mentioned above, the transfer of receivables which was originally an obligation of the Plaintiff which had been transferred by Defendant I to Defendant II was legal and not against the law.

On the basis of the description above, in this study the author is interested in researching with the title "Legal Analysis of Transfer of Receivables (Cessie) to Third Parties in the North Jakarta District Court Decision Case Number 471/Pdt.G/2019/PN.Jkt.Utr" Based on description of the background of the problem above, then the formulation of the problem is a) how is the transfer of receivables (cessie) to third parties according to the Civil Code? b) what are the legal consequences for the buyer of receivables (cessor) for objects caused by the transfer of receivables (cessie) in the North Jakarta District Court Decision Case Number 471/Pdt.G/2019/PN.Jkt.Utr?

## II. RESEARCH METHOD

This research method was created using a normative juridical research type, which focuses on how to analyze the rules or norms used in positive law (Johnny Ibrahim, 2013). The data collection method is carried out by library research and second which helps develop discussions related to arrest (cessie) to third parties. The data obtained were analyzed by qualitative methods. Discussion and elaboration of research data systematically based on legal norms or legal principles, theories and doctrines of legal science. With this data analysis, it is hoped that at the end of the study clarity can be achieved on the issues to be discussed and conclusions can be drawn (Johnny Ibrahim, 2013).

## III. RESULTS AND DISCUSSION

### **Transfer of Receivables (cessie) to Third Parties**

The basis for transferring receivables (cessie) in the banking world to third parties is closely related to an agreement entered into by the debtor and creditor (the bank) for an object or movable or

immovable object. In the North Jakarta District Court Decision Case Number 471/Pdt.G/2019/PN.Jkt.Utr that the agreement that is the subject of discussion is related to a credit agreement. The credit agreement is a consensual agreement between DAFIP alias NJO DAFIP (as the debtor) and PT.Bank UOB Indonesia (as the creditor) which creates a debt-receipt relationship, where the debtor is obliged to repay the loan provided by the creditor, or deposit part of the funds in the form of money to the bank, based on the terms and conditions agreed by the parties.

In Book III of the Civil Code there are no specific provisions governing credit agreements. However, based on the principle of freedom of contract, the parties are free to determine the contents of the credit agreement as long as it does not conflict with the law, public order, decency and propriety. With the agreement and signing of the credit agreement by the parties, from that moment the agreement was born and binds the parties who make it into law. Making a credit agreement can be classified into:

- a. Private credit agreements, namely credit agreements made by and between the parties involved in the credit agreement without involving an authorized official/Notary. This Underhand Credit Agreement consists of:
  - a) Ordinary Underhand Credit Agreement;
  - b) Underhand Credit Agreement registered at the Notary Office (Waarmerking);
  - c) Underhand Credit Agreement signed before a Notary but not a notarial deed (legalization).
- b. Notarial Credit Agreement, namely an agreement made and signed by the parties before a Notary. The notarial agreement is an authentic deed (made by and before an authorized official/notary). The contents of the credit agreement can be classified into 2 (two) parts, namely:
  - a) Legal Clauses  
Legal Clauses are clauses that contain legal provisions that usually apply to the granting of credit facilities. Included in this clause are, among others, the Bank protection clause, Debit Accounts, Condition Precedents, Representations and Warranties, Covenants and others.
  - b) Commercial Clauses  
Commercial Clauses are clauses related to commercial aspects in granting credit facilities, such as the type of credit facility, the amount of the credit facility, the credit period, the terms of payment of the amount of installments, the provisions regarding fines and interest, insurance, and others. This can be seen in one of Cessie's deed made by a notary as follows: explains hereby the transfer and surrender of rights (cederen) to the second party, and the second party accepts the transfer and surrender (cessie) of the first party namely. a bill (receivable) from the first party against anyone, whether there is now or in the future there will be, one and is not excluded (Munir Fuady, 2006, p. 61).

In the Case Decision of the North Jakarta District Court Number 471/Pdt.G/2019/PN.Jkt.Utr that the parties have entered into a credit agreement and made a Deed of Credit Agreement Number: 176.- jo. Deed of Amendment to Credit Agreement No. 28, May 26 2014 before Mrs. Esther A. Ferdinandus, SH. As Notary jo. Credit Facility Approval Letter Number: 13/PEN/ dated 30 April 2013, which contains Approval to the Plaintiff regarding the granting of a Top-up Multi-Use Credit Facility for consumption purposes with a maximum amount of Rp. 1,200,000,000.- (one billion two hundred million rupiah).

In the process of implementing credit, based on an agreement that has been made jointly between the creditor and the debtor, in accordance with the conditions specified in Article 1320 paragraph (1) of the Civil Code, that is, for an agreement to be valid, the parties must fulfill the requirements, namely: the subject enters into an agreement, must agree on the main matters contained in the agreement entered into. Agree means that what one party wants is also what the other party wants.

Furthermore, the important conditions for the agreement are: The ability of the parties to make an agreement. The definition of competence to act is the ability to carry out legal actions, where actions that give rise to legal consequences for a person who is an adult, physically and mentally healthy is considered competent. This states that there is an ability or promise to pay debts. As a

debtor, all obligations required in the agreement must be carried out or fulfilled so as not to result in unlawful acts. If the debtor breaks his promise (default), then the creditor will take legal action to prevent bad credit, or delay in depositing obligations by the debtor. In the Case Decision of the North Jakarta District Court Number 471/Pdt.G/2019/PN.Jkt.Utr that the parties are competent to take legal action, namely the credit agreement, so that in this case rights and obligations arise, namely the debtor is obliged to pay the debt and the creditor's right to make efforts if the debtor breaks his promise (default).

In a bank credit agreement, it is an agreement based on an agreement or agreement between a bank and its prospective debtor in accordance with freedom of contract (Edi Purwanto, 2008, p. 159). In banking practice, in an effort to secure the provision of credit, credit agreements are generally set forth in written form and in standard agreements (standards contracts). The function of the credit agreement itself is as a principal agreement, meaning that the credit agreement is something that determines whether or not the cancellation of other agreements that follow it. In addition, it also functions as evidence regarding the limitations of the rights and obligations of both parties and serves as a guide for the bank in planning, implementing, organizing and supervising lending. If there is a problem with receivables where the debtor breaks the promise, the bank will transfer the receivables (cessie) to a third party, after processing the requirements. Thus the transfer of receivables (cessie) to a third party according to the Civil Code as it is known that a cessie is a method of transferring receivables or bills, and rights arising from an agreement in the form of an authentic or underhanded deed can be transferred to another party. So that the transfer of rights from contracts or receivables or what is often referred to as a cessie is regulated and justified by the Civil Code and regulated in Article 613 of the Civil Code. However, rights arising from an unlawful act by another person cannot be transferred because this is contrary to public order. In order for a cessie to be implemented, the cessie must be notified to the cessus (the debtor of the receivables on behalf of). In the model form issued by the bank, a cessie is listed as collateral among several other guarantees (mortgages and mortgages) (Muhamad Rizky Djangkarang, 2013, p. 246).

As stated by a legal expert from the Netherlands Scholten, that a cessie can be viewed from 2 (two) aspects as follows: 1. As a legal institution of engagement, namely as a change of creditors (contract between creditors), and 2. As part of the law of objects, namely as a way of transferring property rights. In contract law (KUHPERdata) there are known types of ways of ending or abolishing agreements/contracts by transferring receivables, namely due to subrogation, novation, and cessie (Suharnoko and Hartati Endah, 2008, p. 2). Even though it is actually a cessie (transfer of receivables) must be distinguished from novation (renewal of debt), delegation (transfer of debtor's obligations), subrogation (payment by a third party) and beneficiary (contract for a third party) (Suharnoko and Hartati Endah, 2008, p. 5).

R. Setiawan and J. Satrio stated that in Cessie, old debts are not written off, they are only transferred to a third party as new creditors, whereas in Subrogation, old debts and creditors are deleted, even if only for one second, to then be revived for the benefit of new creditors. In the case of Novation, the old debts are written off to be replaced with new accounts payable. The next difference is that Novation is essentially the result of triangular negotiations, whereas in Subrogation, that is, when a third party pays a creditor, the debtor is a passive party, even in Cessie the debtor is always a passive party, only being notified of a replacement creditor so he has to pay to a new creditor (Rachmad Setiawan and J. Satrio, 2010, p. 34).

In the Case Decision of the North Jakarta District Court Number 471/Pdt.G/2019/PN.Jkt.Utr that is a delegate (transfer of debtor's obligations), namely the Debtor (Plaintiff) received a Letter from Defendant I with Letter No. 18/COL/10608 and Letter No. 18/COL/10611 Subject: Notification of Transfer of Receivables. Defendant I as a Creditor has the right to make a Transfer of Receivables (Cessie) to another party. This is in accordance with Credit Agreement No. 25 dated 11 March 2011, Article 17.6 (b) which reads: The Bank has the right to offer, transfer or transfer its rights and obligations based on the Credit Agreement and other documents related to this Credit Agreement, either partially or in its entirety with notification to the Debtor, and for the abovementioned purposes the Bank is permitted to convey information about the debtor to the Bank or other financial institutions without having to charge the Debtor a fee in connection with the transaction.

Furthermore, in the Credit Agreement Number 176 dated 30 April 2013, Article 15 number 8 which reads: The Bank has the right to mortgage, deliver, transfer, sell and/in any way transfer to other parties, receivables arising from this Credit Agreement along with all rights, the powers and guarantees attached to this Credit Agreement without exception with the terms and conditions deemed necessary by the Bank.

**The legal consequences of the Receivable Buyer (cessor) on the delivery of Receivable Transfer objects (cessie).**

In Article 613 of the Civil Code, even though the term *cessie* is not used in that article (Soeharnoko and Endah Hartati, 2008, p. 110). One of the definitions of *Cessie* that is known in legal science is the definition put forward by Vollmar. The definition of *Cessie* was translated by Tan Thong Kie as a term commonly used for submission of a receivable (Tan Thong Kie, 2007, p. 688). R. Subekti argues that *Cessie* is a way of transferring receivables on behalf of where the receivables are sold by the old creditor to the person who will later become the new creditor, but the legal relationship of the debt and credit is not erased for a second, but in its entirety is transferred to the new creditor (R. Subekti, 1998, p 71.).

Furthermore, Munir Fuady said "... the transfer of receivables on behalf of and other goods that are not bodily, is carried out by making a deed (authentic or underhand), called a *cessie* deed which delegates the rights over these goods to other people. other. The handover will have no consequences for the debtor before the handover (1) is notified to him, or (2) he agrees in writing, or (3) he acknowledges ... "(Munir Fuady, 2006, p. 74). To be clearer, Article 613 paragraph (1) of the Civil Code reads as follows.

"Delivery of receivables on behalf of and other incorporeal objects, is carried out by making an authentic or underhand deed, whereby the rights to the objects are delegated to another person."

This article regulates two points, namely the submission of "bills on behalf of" and the submission of "other intangible objects". As for what is meant by "other intangible objects" are incorporeal objects that are not in the form of bills on behalf of and even those that are not in the form of bills. Because the submission of invoices on appointment (*aan toonder*) and invoices to orders has its own way, as stipulated in Article 613 paragraph (3) of the Civil Code. Certain claims are called "claims on behalf of", based on the characteristics, the creditor is certain and well known by the debtor (Wirjono Prodjodikoro, 2001, p. 37). Bills to orders are bills that designate a certain person to whom the bill must be paid off, but are accompanied by the right to transfer it to another person through endorsement, (J. Satrio, 2007, p. 106). Whereas bills on show (*aan toonder*) are bills whose creditors (intentionally made, for the sake of facilitating transfer) are not certain. For convenience, people refer to bills on behalf of all bills that are not bills to orders and are also not invoices for appointment or *aan toonder* (J. Satrio, 2021, p. 4).

Article 613 of the Civil Code talks about the transfer/delivery of billing rights on behalf of, on orders, on appointments and other intangible objects. To find out what is meant by bills on behalf, it is necessary to know in advance other bills. The Civil Code recognizes three types of bills, namely bills on behalf, bills for orders, and bills for appointment. Claims for orders are invoices that state the name of the creditor or another person appointed by the creditor, which without the help or cooperation of the debtor can be transferred to another person named by the creditor by way of endorsement (transfer of securities), while invoices on appointment are bills that do not designate the creditor's name at all and the right to claim can be exercised by anyone who shows the bill.

Invoices on behalf of are invoices that are not invoices for orders or appointments. In principle, bills on behalf of show who the creditor is, but because bills on behalf in principle do not have to be stated in the form of a letter (writing), then in bills on behalf made orally it is difficult to say that the bill mentions the name of the creditor, even though the parties know who the person is and therefore the identity of the creditor, because it is not a bill on order or on appointment, it can only be billed by certain creditors. Apart from that bills on behalf of different from the other two bills, because bills on orders or on appointment (*aan toonder*) are always in the form of a letter (deed) and the method of delivery is also different (J. Satrio, 2021, p. 4).

Cessie does not result in the write-off of receivables, only transfers ownership of said receivables, and gives the right to demand fulfillment of achievements in the form of payment of the transferred receivables. Regarding the transfer, cessie only applies to creditor replacement. As previously explained, that the existence of a cessie process is motivated by the emergence of an act of default, namely when the debtor cannot carry out his obligations in making credit installment payments so that the creditor is forced to execute the collateral object, one of which is through the cessie process (Kartini Muljadi and Gunawan Widjaya, 2006, p. 239).

As a result of the law on the purchaser of receivables (Cessor) of the entire cessie transaction process, there are three kinds of legal relations that occur, namely as follows, the old debtor relationship between the old creditor and the debtor, the transfer of receivables relationship between the old creditor and the new creditor, the new debtor creditor relationship between creditors new with the debtor.

In a cessie agreement, what is transferred is a receivable on behalf of or other intangible property. If in the cessie agreement what is regulated is regarding the transfer of receivables on behalf of, then the receivables on behalf of that is the object of the cessie agreement. As an object in a cessie agreement, what is submitted by the creditor as the owner of the receivables to a third party as the buyer of the receivables is in the form of the said receivables. Receivables transferred in the cessie agreement give the right to collect the cessie recipient for any and all amounts of money that must be paid by the debtor to the creditor based on the credit agreement. By making a cessie agreement, the old creditor as the owner of the receivables has carried out his obligation to hand over the receivables as referred to in the cessie agreement. Even though the transfer of receivables has been carried out by the old creditor as the owner of the receivables to the new creditor, if after the cessie agreement is made, for a valid reason, the credit agreement which resulted in the receivables being stipulated to be canceled by the court due to an application for cancellation submitted by a third party, in this case the cessie agreement remains valid. However, in this regard, the old creditor as the owner of the receivables can be declared to have defaulted on the cessie agreement. The same thing applies if after the cessie agreement is drawn up it turns out that later on the credit agreement resulting in the appearance of the transferred receivables is null and void so that the new creditor cannot bill the debtor for the receivables transferred by the creditor to him based on the intended cessie agreement, then the creditor The lama who made the transfer of receivables can also be said to have committed an act of default. However, null and void the credit agreement does not make the cessie agreement null and void.

However, if the cessie agreement is made in connection with a sale and purchase of receivables on behalf of the debtor after the cessie agreement is made, the debtor is declared bankrupt or the debtor's financial condition has decreased in such a way that a third party as the new creditor cannot collect the debtor for the receivables transferred by the old creditor to him, then the old creditor who made the transfer of said receivables cannot be held responsible for this matter, unless otherwise stated in the cessie agreement. In this regard, as long as the cessie agreement is made by fulfilling the provisions of Article 613 of the Civil Code and fulfilling the provisions of Article 1320 of the Civil Code, the cessie agreement remains valid, it's just that the new creditor as the party receiving the transfer cannot receive his rights to the said receivable as stipulated in the agreement cessie. From the description above it appears that the cessie agreement is not an *accessoir* to the credit agreement. In order to make it easier to understand, it is first necessary to understand what is meant by an *accessoir* or *accessoir* agreement (R. Setiawan, 1994, p. 43).

In the event that an event of sale and purchase of receivables on behalf of occurs prior to the cessie agreement and the cessie agreement is made as a leveraging in connection with said sale and purchase transaction, this cessie agreement is *accessoir* with the sale and purchase agreement of receivables as the principal agreement. This is because a sale and purchase transaction has not resulted in a transfer of property rights. Therefore, in the event that the object of the sale and purchase transaction is in the form of receivables on behalf of the owner, then the transfer of ownership rights is carried out by means of a cessie. However, a new cessie agreement can be an *accessoir* to a receivables sale and purchase agreement if the cessie agreement is made separately from the sale and purchase agreement on behalf of the receivables sale and purchase agreement as

the main agreement. However, if matters regarding the sale and purchase agreement for receivables on behalf of and delivery of receivables on behalf of said are included and/or regulated in the same agreement, namely in the cessie agreement, then the cessie in this case is a legal event and the cessie agreement is not *accessoir* in nature.

Credit granting activities cannot be separated from guaranteeing activities carried out by debtors to creditors. Even though the existence of such a guarantee is not a requirement, in order to protect the interests of the creditor in order to guarantee the settlement and/or repayment of any amount of money owed and that must be paid by the debtor to the creditor, it can be agreed that there is a guarantee provided by the debtor to the creditor. Thus this guarantee agreement is *accessoir* in nature where the credit agreement is the principal agreement. A receivable arising from a credit agreement can be said to be an object owned by the creditor. Therefore, like an owner of an object, the creditor has the right to transfer his receivables to any third party based on his own good judgment without the need for approval from any party. The transfer of receivables by creditors is carried out in a *cessie* manner. The transfer of receivables made by creditors to third parties by *cessie* does not result in the end of the credit agreement. In this regard, the collateral agreement which is an *accessoir* to the credit agreement also remains valid. The transfer of rights and obligations thus includes the transfer of rights and obligations of creditors based on a guarantee agreement which is an *accessoir* to the relevant credit agreement.

#### IV. CONCLUSION

The transfer of Receivables (*cessie*) as regulated in the Civil Code is not explicitly stated. In connection with this matter, the existence of a written agreement, whether in the form of an authentic deed or private deed, is something that is absolutely necessary to fulfill in transferring receivables on behalf of. This is based on the provisions of Article 613 of the Civil Code. However, the existence of a *cessie* agreement made either authentically or under the hand will not be binding and or give any legal consequences to the debtor if in this matter, the transfer of receivables in a *cessie* has not been notified to the debtor or has not been acknowledged or approved in writing. debtor. Thus, for creditors the Civil Code adheres to a first assignment system, while for debtors, the Civil Code adheres to a first notification system. This means that the *cessie* is notified in advance to the debtor. In the Case Decision of the North Jakarta District Court Number 471/Pdt.G/2019/PN.Jkt.Utr that is a delegate (transfer of debtor's obligations), namely the Debtor (Plaintiff) received a Letter from Defendant I with Letter No. 18/COL/10608 and Letter No. 18/COL/10611 Subject: Notification of Transfer of Receivables. Defendant I as a Creditor has the right to make a Transfer of Receivables (*Cessie*) to another party. This is in accordance with Credit Agreement No mor 25 dated 11 March 2011. Legal Consequences of Transfer of Receivables (*cessie*) is declared valid because *Cessie* can be done through an authentic deed or private deed, with the main requirement for the validity of the *cessie* is notification of the *cessie* to the debtor for approval and recognition. The debtor here is the party against whom the creditor has a bill, so a *cessie* is a replacement for an old debtor with a new debtor.

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