



Legal Protection for Debtors in the Implementation of Fiduciary Guarantee Objects Execution After the Enactment of the Constitutional Court Verdict No. 18/PUU-XVII/2019

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ABSTRACT

This study examines the regulatory arrangements regarding the execution of fiduciary guarantee objects based on the laws and regulations in force in Indonesia, as well as forms of legal protection for debtors in the execution of fiduciary guarantee objects that are not in accordance with Constitutional Court Verdict Number 18/PUU-XVII/2019 using the juridical-normative method, with descriptive research type, and data collected through secondary data consisting of legal materials. The conclusions of this study are: Constitutional Court Verdict Number 18/PUU-XVII/2019 regulates fiduciary guarantee in which there is no agreement on breach of contract (default) and the debtor's not willing to submit voluntarily the object that is guaranteed for fiduciary guarantee execution, then all legal mechanisms and procedures in implementing the Fiduciary Guarantee must be carried out and implemented in the same way as the execution of court verdict. The issue that arises in the implementation of this regulation is the creditor who often executes the object of a fiduciary guarantee by force without the consent of the debtor, which is contrary to the verdict. Forms of legal protection that can be given to debtors, namely preventive legal protection and repressive legal protection. This study suggests the Financial Services Authority to carry out intensive and strict supervision of creditors and/or execution of debt collectors who violate laws and regulations in the implementation of the object of fiduciary guarantee, as well as enforce law with sanctions, both administrative and criminal if proven to have committed a violation of these provisions.

ABSTRAK

Penelitian ini mengkaji pengaturan mengenai eksekusi objek jaminan fidusia berdasarkan peraturan perundang-undangan yang berlaku di Indonesia, serta bentuk perlindungan hukum bagi debitur dalam pelaksanaan eksekusi objek jaminan fidusia yang tidak sesuai dengan Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 menggunakan metode yuridis-normatif dengan tipe penelitian deskriptif, dan data penelitian dikumpulkan melalui data sekunder yang terdiri dari bahan hukum. Simpulan penelitian ini adalah: Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 mengatur jaminan fidusia yang tidak ada kesepakatan tentang cidera janji (wanprestasi) dan debitur keberatan menyerahkan secara sukarela objek yang menjadi jaminan fidusia, maka segala mekanisme dan prosedur hukum dalam pelaksanaan eksekusi Jaminan Fidusia harus dilakukan dan berlaku sama dengan pelaksanaan eksekusi putusan pengadilan. Isu yang muncul dalam pelaksanaan peraturan ini adalah pihak kreditur yang sering kali melakukan eksekusi objek jaminan fidusia secara paksa tanpa persetujuan debitur, yang mana bertentangan dengan putusan tersebut. Bentuk perlindungan hukum yang dapat diberikan terhadap debitur, yaitu perlindungan hukum preventif dan perlindungan hukum represif. Penelitian ini menyarankan Otoritas Jasa Keuangan, hendaknya melakukan pengawasan yang intensif dan ketat terhadap oknum kreditur dan/atau debt collector yang melakukan pelanggaran dan mengabaikan peraturan perundang-undangan dalam pelaksanaan eksekusi objek jaminan fidusia, serta melakukan penegakan hukum dengan memberikan sanksi, baik administratif maupun pidana apabila terbukti melakukan pelanggaran atas ketentuan tersebut.

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I. INTRODUCTION

One of guarantees known in the Indonesian law is *Fiduciare Eigendoms Overdacht* or commonly referred as Fiduciary Guarantee, which comes from the word “*fides*” that means trust.(Hasbullah, 2009) According to the legal and applicable laws and regulations in Indonesia, Fiduciary Guarantees are regulated based on Article 1 number 1 of Law Number 42 of 1999 concerning Fiduciary Guarantees (UUJF) provides the definition of fiduciary as "transfer of ownership rights of an object on the basis of trust provided that the object whose ownership rights are transferred remains in the control of the owner of the object."(Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, n.d.).

Along the way, not all debtors run smoothly in fulfilling their obligations to creditors, and when the debtor can no longer fulfill his obligations, it is considered to have committed an act of default, and the creditor has the right to execute the fiduciary guarantee object as repayment of the debtor's debt. Under the UUJF, the execution of fiduciary guarantee object is based on Article 15 paragraphs (2) and (3) which states that the Fiduciary Guarantee certificate has the same executory power as a court verdict that has obtained permanent legal force. If the debtor defaults on the promise, the Fiduciary Beneficiary has the right to execute the Object of the Fiduciary Guarantee in his own power.(Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, n.d.)

However, over time the provisions of the article ceased to apply which was amended based on the Constitutional Court Verdict Number 18/PUU-XVII/2019 which prohibits the creditor from executing the object of the fiduciary guarantee on his own power, if there is no agreement on the default of promise and the debtor objects to voluntarily surrendering the fiduciary guarantee object, then the creditor must carry out the execution through the District Court.(Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019, n.d.) The existence of this verdict caused the provisions in Article 15 paragraphs (2) and (3) to be declared conditionally unconstitutional.

In Indonesia, there are still many creditors who are arbitrary and do not heed the rules as stated in the Constitutional Court Verdict. A lot of creditors using third parties (debt collectors) to forcibly execute fiduciary guarantee objects without the consent of debtor. Debt collectors often ignore norms by committing forced acts, not showing evidence and official documents, attacking debtors, and also threatening to kill.(*Debt Collector Suruhan Leasing Tarik Paksa Kendaraan Bermotor, Bagaimana Aturannya?*, n.d.) It is clearly contrary to the applicable laws and regulations, so a form of legal protection is needed for debtors in the implementation of fiduciary guarantee objects execution that are not in accordance with the Constitutional Court Verdict Number 18/PUU-XVII/2019.

Based on the description above, this article contains the main issues which include: how to regulate the execution of fiduciary guarantee objects based on applicable laws and regulations in Indonesia, as well as how to form legal protection for debtors in the implementation of fiduciary guarantee objects execution that are not in accordance with the Constitutional Court Verdict Number 18/PUU-XVII/2019.

II. RESEARCH METHOD

In this study, the authors used mono-disciplinary research based on one discipline,(Sri Mamudji, et al., 2005) namely legal science (legal rules) with normative juridical research methodology (normative legal research), namely legal research carried out by conducting research with library

materials or secondary data, namely writing carried out by conducting research on library materials or secondary data which are laws, court verdicts, legal theories, and legal opinions.(Soekanto, 2019) In writing down the results of the study, the author uses a descriptive type of research which is a study that aims to describe a certain condition, symptom or group to determine the frequency of a symptom,(Sri Mamudji, et al., 2005) namely regarding legal protection for debtors in the implementation of fiduciary guarantee objects execution after the enactment of the Constitutional Court Verdict Number 18/PUU-XVII/2019.

III. RESULT AND DISCUSSION

1. Execution of Fiduciary Guarantee Objects based on Law Number 42 of 1999 concerning Fiduciary Guarantees.

Execution is the implementation of creditor's rights in the debtor's property when the agreement is not fulfilled voluntarily by the debtor.(Welfiandi, 2022) Based on the provisions in Article 15 paragraph (2) of the UUJF, it is explained that fiduciary guarantee certificate has the same executory power as a court verdicts that has obtained permanent legal force, so that according to Article 15 paragraph (3) of the UUJF, if debtor defaults on the promise, then creditor has the right to sell the object of the fiduciary guarantee on his own power.(Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, n.d.)

Fiduciary guarantee object, both located and outside the territory of the Republic of Indonesia must be registered.(Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, n.d.) Such registration is made at the Fiduciary Guarantee Registration Office, then Fiduciary Registration Office will issue and submit to the Fiduciary Beneficiary the Fiduciary Guarantee Certificate on the same date as the date of receipt of the application for registration.(Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, n.d.) In its development, the Fiduciary Guarantee Registration is recorded electronically after the applicant has made payment of the Fiduciary Guarantee registration fee.(Peraturan Pemerintah Nomor 21 Tahun 2015 Tentang Tata Cara Pendaftaran Jaminan Fidusia Dan Biaya Pembuatan Akta Jaminan Fidusia, n.d.) Fiduciary Guarantee Certificate electronically signed by the Officer at the Fiduciary Registration Office.(Peraturan Pemerintah Nomor 21 Tahun 2015 Tentang Tata Cara Pendaftaran Jaminan Fidusia Dan Biaya Pembuatan Akta Jaminan Fidusia, n.d.) Registration aims to create fiduciary guarantees for creditors and guarantee parties who have an interest in the pledged property, to provide legal protection and certainty to debtors, creditors, and interested third parties.(Hasbullah, 2009) If the object of the fiduciary guarantee is not registered, then the execution cannot be carried out, because the execution must based on the fiduciary guarantee certificate obtained at the time of registration of the fiduciary guarantee.

The execution of fiduciary guarantees is specifically provided for in Articles 29 to Article 34 of the UUJF, which based on these rules, there are 3 (three) ways to carry out the execution of fiduciary guarantees, namely as follows:(Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, n.d.)

a. Implementation of the executory title as referred to Article 15 paragraph (2) by the Fiduciary Receiver.

In the fiduciary guarantee certificate, the words "*Demi Keadilan Berdasarkan Ketuhanan Yang Maha Esa*" are listed which signify that the certificate has the same executory power as a court verdict that has obtained permanent legal force.(Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, n.d.) The execution of the object of the direct fiduciary guarantee may be carried out without going through the courts and is final and binding on the parties to enforce the award.(Hasbullah, 2009)

b. Sale of the fiduciary guarantee object on the Fiduciary Receiver's own power through a public auction, as well as taking repayment of its receivables from the proceeds of the sale.

The sale of objects through public auctions without going through court by the creditor of his own power is known as the *parate eksekusi (eigenmachtige-verkoop)* and is required to be sold through

a public auction, which aims to be able to obtain a high price from the proceeds of the sale, both for the benefit of the creditor and the debtor.(Hasbullah, 2009)

- c. Underhand sales made under the agreement of the Fiduciary Giver and Receiver if in such a way it can be obtained the highest price in favor of the parties.

If the *parate eksekusi* is not expected to be achieved, an underhand sale can be made with the intention of facilitating the sale of the pledged object at the highest sales price as long as it is agreed by both parties and the period of execution of the sale is met.(Hasbullah, 2009).

Based on the aforementioned description, it can be concluded the regulation based on UUFJ regarding the execution of fiduciary guarantee object against debtors who are default, is more inclined to protect the legal interests of creditors. This is reflected in the right possessed by the creditor, which can carry out the execution of fiduciary guarantee object directly without going through the courts and it's final. In the end, the rights attached to the creditor are often abused by acting arbitrarily towards the debtor, by forcibly executing the object of the fiduciary guarantee and ignoring the applicable laws and regulations. This action is very detrimental to the debtor whose legal interests are not protected.

2. Execution of Fiduciary Guarantee Objects after the Enactment of the Constitutional Court Verdict Number 18/PUU-XVII/2019

On January 6, 2020, the Constitutional Court made a verdict on *Constitutional Review* (PUU) case through the Constitutional Court Verdict Number 18/PUU-XVII/2019. This verdict stated "granting the petitioners' application in part" and further stated that some of the phrases and their explanations contained in Article 15 paragraph (2) along with their explanations and paragraph (3) of the UUFJ are contrary to the 1945 Constitution as long as they are not interpreted as interpreted as given by the Panel of Judges of the Constitutional Court.(Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019, n.d.)

The verdict makes the executory title as stipulated in Article 15 paragraph (2) of the UUFJ not necessarily as powerful as a court verdict that has permanent legal force under certain conditions as affirmed in the verdict. Regarding Article 15 paragraph (2) of the UUFJ based on the verdict of the Constitutional Court, against fiduciary guarantees that there is no agreement on default and the debtor objections to voluntarily surrendering fiduciary guarantee object, then all legal mechanisms and procedures in the implementation of the Fiduciary Guarantee Certificate execution must be carried out and apply equally to the execution of the court verdict. Furthermore, the provisions regarding default as stipulated in Article 15 paragraph (3) of the UUFJ are not determined unilaterally by the creditor but on the basis of an agreement between the creditor and the debtor or on the basis of legal remedies that determine the occurrence of the default.(Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019, n.d.)

The Constitutional Court also reiterated through the Constitutional Court Verdict Number 2/PUU-XIX/2021 that the creditor must submit an application for execution to the District Court, if there is no agreement on the default of the promise and the debtor objects to voluntarily handing over the object that is the fiduciary guarantee.(Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019, n.d.; Putusan Mahkamah Konstitusi Nomor 2/PUU-XIX/2021, n.d.) Then, through the verdict of the Constitutional Court Number 71/PUU-XIX/2021, the Constitutional Court in that verdict affirmed the authorized party to assist in the implementation of the execution of the object of fiduciary guarantee is the District Court as stated in the Explanation of Article 30 of the UUFJ,(Putusan Mahkamah Konstitusi Nomor 71/PUU-XIX/2021, n.d.) therefore the authority of police officers is only limited to securing the course of execution when necessary, not as part of the executor, unless there is an action that contains criminal elements, then police officer has the authority to enforce the criminal law.(Mahkamah Konstitusi RI, n.d.)

Based on the description above, it can be concluded that based on the description of the three Constitutional Court Verdict above, it provides protection for the legal interests of debtors who have

been treated arbitrarily by creditors who forcibly execute using the services of debt collectors. However, this does not mean that the Constitutional Court Verdict causes the loss of the creditor's right to collect to the debtor to settle his obligations. The creditor is granted the right to apply for execution to the District Court, if there is no agreement of default and the debtor objects to voluntarily surrendering the object to which the fiduciary guarantees. This verdict has provided legal certainty that is fair and beneficial, both for debtors and creditors, because both parties are protected by their legal interests.

3. Legal Protection for Debtors in the Implementation of Fiduciary Guarantee Objects Execution that are not in accordance with the Constitutional Court Verdict Number 18/ PUU-XVII/2019

As the author explained earlier in the introduction, there are still many creditors who are arbitrary and do not heed the rules as stated in the Constitutional Court Verdict Number 18/PUU-XVII/2019, where creditors using the services of debt collectors to forcibly execute fiduciary guarantee objects without the consent of the debtor. Therefore, the author will explain a case that recently occurred on January 10, 2022, where a debt collector who was riding a motorcycle was arrested by the police, because he was caught carrying an airsoft gun and an electric shock device. Based on the results of the interrogation and investigation of the East Jakarta Police, the motorcycle was not equipped with proof of ownership, and turned out to be the result of the execution of fiduciary guarantee object. The weapon is used to threaten the debtor to be afraid and hand over the object of the guarantee to the person concerned as *a debt collector*. (*Debt Collector Ditangkap Di Jatinegara, Rampas Motor Sambil Tenteng Airsoft Gun*, n.d.) It is certainly very contrary not only to the Constitutional Court Verdict Number 18/PUU-XVII/2019, but also to other norms and regulations that apply in Indonesia. Therefore, the author will analyze the legal protections provided to debtors for such arbitrary actions.

Based on the arrangements contained in the 1945 Constitution in Article 28D paragraph (1) states that "everyone has the right to recognition, guarantees, protection and certainty of a fair law and equal treatment before the law." According to Prof. Satjipto Rahardjo, legal protection is protection to human rights that are harmed by others, and such protection is given to the community so that they can enjoy all the rights granted by law. (Rahardjo, 2000) In other words, legal protection is a variety of legal remedies that law enforcement officials must give to provide a sense of security, both mind and physically from various disturbances and disturbances that come from any party. (Rahardjo, 2000) Based on its form, legal protection is divided into two forms, as follows: (Hadjon, 1987).

- a. Preventive Legal Protection is a form of legal protection in which the people are given the opportunity to raise their objections or opinions before a government decision gets a definitive or final form. It is intended to prevent a violation and provide signs or restrictions in carrying out an obligation. (Hadjon, 1987).
- b. Repressive Legal Protection is a form of legal protection intended for dispute settlement. (Hadjon, 1987) Repressive legal protection is the repressive protection in the form of sanctions such as fines, imprisonment, and additional laws which are given if there has been a dispute or violation. (Muchsin, 2003)

The preventive legal protections that can be provided against this case are as follows. Based on Article 48 of POJK 35/2018, states that "Financing Companies can cooperate with other parties to perform the collection function to the Debtor," (Peraturan Otoritas Jasa Keuangan No. 35/POJK.05/2018 Tentang Penyelenggaraan Usaha Perusahaan Pembiayaan, n.d.) the other party as stated is a debt collector. Then, based on Article 34 paragraph (3) of POJK 6/2022, it states that "PUJK is obliged to ensure that the transfer of billing rights to other parties as referred to in paragraphs (1) and (2) does not cause losses to consumers." (Peraturan Otoritas Jasa Keuangan No. 6/POJK.07/2022 Tentang Perlindungan Konsumen Dan Masyarakat Di Sektor Jasa Keuangan, n.d.) That means PUJK (Financial Service Institutions) / creditors are obliged to ensure that debt collectors

do not take actions that harm consumers (debtors), including in the case of forced execution of collateral objects accompanied by threats of violence, which is very clearly detrimental to the debtor. Debt collectors in making collections to debtors must comply with collection ethics as stipulated in Bank Indonesia Circular Letter Number 11/10/DASP dated 13 April 2009 regarding the Implementation of Card-Based Payment Instrument Activities and its amendments.

Then, based on Article 52 paragraph (1) of POJK 6/2022 states that to provide protection for consumers and the public, OJK is also authorized to conduct legal defenses, namely ordering or taking specific actions to PUJK to resolve consumer complaints and file lawsuits. (Peraturan Otoritas Jasa Keuangan No. 6/POJK.07/2022 Tentang Perlindungan Konsumen Dan Masyarakat Di Sektor Jasa Keuangan, n.d.) Financial Service Institutions (creditors) and parties carrying out activities in the financial services sector (debt collectors) that do not comply to the provisions as referred to in Article 52 paragraph (1), may be subject to administrative sanctions in the form of fines, written warnings, and others, as regulated in Article 53 paragraph (3) of POJK 6/2022. (Peraturan Otoritas Jasa Keuangan No. 6/POJK.07/2022 Tentang Perlindungan Konsumen Dan Masyarakat Di Sektor Jasa Keuangan, n.d.)

Furthermore, settling disputes in such cases, can be resolved by means of deliberation to reach consensus. The debtor can convey his right to the creditor, to disagree on the injury of the promise and not voluntarily submit the fiduciary guarantee object as stipulated in the Constitutional Court Verdict Number 18/PUU-XVII/2019, therefore the debtor has the right to requisition the fiduciary guarantee object in the form of a motorcycle and the creditor is obliged to return it in accordance with applicable laws and regulations. In carrying out this effort, debtors can provide complaints, ask for help and assistance to Bank Indonesia, Financial Services Authority (OJK), the Indonesian Consumer Institution Foundation (YLKI), and the Indonesian Legal Aid Foundation (YLBHI).

If the preventive legal protection is not achieved, then repressive legal protection can be used. First, using civil legal remedies by filing a lawsuit to the District Court of the Defendant's jurisdiction, as stipulated in Article 118 paragraph (1) of the HIR. (Kitab Undang-Undang Hukum Acara Perdata, n.d.) As previously explained, the OJK also has the authority to file a lawsuit as a form of protection provided against debtors. (Peraturan Otoritas Jasa Keuangan No. 6/POJK.07/2022 Tentang Perlindungan Konsumen Dan Masyarakat Di Sektor Jasa Keuangan, n.d.) The creditor's conduct is classified as an Unlawful Act (PMH) regulated under Article 1365 of the Civil Code which states that "any unlawful act, which brings harm to another person, obliges that loss, compensates for the loss." In the petition of the suit, the debtor as the plaintiff, may ask the Panel of Judges to declare that the creditor as the defendant has committed an unlawful act, order the creditor to return the object of the fiduciary guarantee in the form of a motorcycle, and order the creditor to compensate for the material and immaterial losses suffered by the debtor.

The object of the fiduciary guarantee is in the form of a motorcycle, assuming that the price of the collateral object is below Rp.500,000,000,- (five hundred million rupiah), therefore the amount of losses suffered by the debtor as the plaintiff is included in the category of *Gugatan Sederhana*, which is settled by simple procedures and proof (Peraturan Mahkamah Agung Nomor 4 Tahun 2019 Tentang Perubahan Atas Peraturan Mahkamah Agung Nomor 2 Tahun 2015 Tentang Tata Cara Penyelesaian Gugatan Sederhana, n.d.) where the verdict will be rendered at least 25 working days from the first hearing. (*Prosedur Berperkara Gugatan Sederhana*, n.d.) This is certainly beneficial for the debtor as the aggrieved party, because there is no need to go through the litigation process in a regular lawsuit that usually lasts between 6-8 months. Then, if the Panel of Judges grants the debtor's claim, the legal remedy that the creditor can pursue is an objection whose maximum is 7 working days from the time the Panel of Judges for the objection hearing is determined. The verdict of objection given by the Panel of Judges is final and binding. (*Prosedur Berperkara Gugatan Sederhana*, n.d.)

Last option is by taking criminal legal remedies, reporting to the police as the authority. The threat of violence committed against a debtor is a criminal offense that is threatened with a maximum of nine years imprisonment, which is regulated under Article 368 paragraph (1) of the Criminal

Code.(Kitab Undang-Undang Hukum Pidana, n.d.) Then, the execution of fiduciary guarantee object by force, is tantamount to committing an act of deprivation of goods belonging to another person, therefore it is included into the category of a criminal offense of theft with the threat of imprisonment for a maximum of five years or a maximum fine of nine hundred rupiahs, as regulated in Article 362 of the Criminal Code. However, in essence, criminal law is an *ultimum remedium*, which means that criminal law should be used as a last resort in law enforcement.(*Ultimum Remedium: Antara Prinsip Moral Dan Prinsip Hukum*, n.d.)

IV. CONCLUSION

Based on the subject matter, as well as the results of research and discussion, it can be concluded that:

1. Arrangements regarding the execution of fiduciary guarantee objects are regulated in Law Number 42 of 1999 concerning Fiduciary Guarantees, then there are several changes based on the Constitutional Court Verdict Number 18/PUU-XVII/2019, which is then reaffirmed in the Constitutional Court Verdict Number 2/PUU-XIX/2021 and the Constitutional Court Verdict Number 71/PUU-XIX/2021, where the changes are related to fiduciary guarantees which has no agreement on defaults and the debtor objecting to voluntarily surrendering the Fiduciary Guarantee Objects, therefore all legal mechanisms and procedures in executing the Fiduciary Guarantee Certificate shall be carried out and apply equally to the execution of the court's verdict. The issue arising in implementing this regulation is that creditors often execute fiduciary guarantee objects by force without the debtor's consent, which is contrary to the Constitutional Court Verdict Number 18/PUU-XVII/2019.
2. Two forms of legal protection can be provided to debtors, namely preventive legal protection and repressive legal protection. The preventive legal protection that can be provided, including the OJK Regulation on Consumer and Community Protection in the Financial Services Sector, requires creditors to ensure that debt collectors do not take actions that harm consumers (debtors). The OJK is authorized to conduct legal defenses by ordering or taking specific actions against creditors to resolve consumer complaints and can provide administrative sanctions to creditors and debt collectors. The settlement of disputes between debtors and creditors can be resolved using deliberation to reach consensus. Repressive legal protection can be provided by resolving disputes by using civil legal remedies, filing a lawsuit with the District Court of the Defendant's (creditor) legal domicile area, and/or taking criminal legal remedies by reporting to the police. Regarding to the forced execution of fiduciary guarantee objects without the consent of the debtor, the priority legal protection is repressive legal protection, therefore creditors and debt collectors feel the deterrent effect and no longer repeat their actions, because these actions are contrary to the applicable laws and regulations, especially the Constitutional Court Verdict Number 18/PUU-XVII/2019 and is an unlawful act as stipulated in Article 1365 Civil Code.

V. ADVICE

1. For the government, in this case, the Financial Services Authority (OJK), should carry out intensive and strict supervision of creditors and debt collectors who violate and ignore laws and regulations in the implementation of the execution of fiduciary guarantee objects, as well as enforce the law by providing sanctions, both administrative and criminal if proven to have violated these provisions.
2. For the government, in this case, the OJK, as well as elements of community organizations, such as YLKI (Indonesian Consumer Institution Foundation) and YLBHI (Indonesian Legal Aid Foundation), should carry out socialization to the public, especially debtors, regarding actions needed to be taken when facing debt collectors who forcibly execute fiduciary guarantee objects, therefore debtors can understand their legal rights.

3. For the debtors, should always understand their rights and obligations to prevent and anticipate unwanted debt collector actions.
4. For the public, should also supervise the implementation of consumer protection and the application of the provisions of its laws and regulations, as mandated in Law Number 8 of 1999 concerning Consumer Protection.

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