



CESSIE'S JURIDICAL ANALYSIS IN SETTLEMENT OF HOME OWNERSHIP NON-LOOKING AS BANK GUARANTEE VIEWED FROM LEGAL POLITICAL ASPECT

Yulfasni¹, Hamler²

¹Law Faculty Universitas Andalas

²STIH Persadabunda Pekanbaru

E-mail : ¹yulfasni58@gmail.com
²notarishamler@gmail.com

Abstract

Politics of banking law (banking law) as the activity of choosing and the method to be used to achieve a particular goal and law, or a legal policy to be applied or carried out includes the consistent implementation of existing legal provisions, the process of updating and making law, which leads to a critical attitude towards law with an ius constitutum dimension and creates a law with an ius constituendum dimension, and the importance of affirming the function of institutions and the development of law enforcers. The problems are 1. How is the cessie in resolving bad loans on housing ownership as bank guarantees from a political and legal perspective? 2. What is the legal power of the auction as a result of creditor guarantee cessie seen from the legal political aspect? and provide answers to these problems. The method used is a type of normative legal research (doctrinaire) with data used secondary data, in the form of primary, secondary and tertiary legal materials. With the conclusion that in the settlement of bad credit, one method can be used with cessie, namely the transfer of rights over intangible goods receivables on behalf of third parties, carried out by selling receivables on behalf of an authentic deed or private deed. And in providing legal protection to cessionaris, they can use retro cessie, which is a means for cessionists whose receivables are not paid by cessus to sue the cedent to ask for the money back.

Keywords: *Legal Politics, Bad Credit and Auctions.*

1. INTRODUCTION

Political banking law (banking law) is a set of legal regulations that regulate the activities of bank financial institutions covering all aspects, both in terms of essence and existence. Banking in the economic legal political system is a financial institution whose activity is receiving deposits from the public in the form of savings, demand deposits, time deposits and others in accordance with the applicable provisions and the funds collected from the community are channeled back to the community in the form of credit¹.

Banking law politics put forward by Satjipto Rahardjo states that banking law politics is an activity of choosing and the method to be used to achieve a certain goal and law². According to Abdul Hakim, Garuda Nusantara is a legal policy that is to be implemented or implemented³. When viewed from the legal politics of the view of Garuda Nusantara, it can be explained that the

¹ Gunarto Suhardi, 2002, *Peranan Hukum Dalam Pembangunan Ekonomi*, Universitas Atma Jaya, Yogyakarta, hlm 57.

² Satjipto Raharjo, 2000, *Ilmu Hukum*, Citra Aditya Bakti, Bandung, hlm 35.

³ Moh. Mahfud MD, 2010, *Membangun Politik Menegakkan Konstitusi*, Rajawali Pers, Jakarta, hlm 15.

Volume 2 No.1 (2023)
Cessie's Juridical Analysis In Settlement Of Home Ownership Non-Looking
As Bank Guarantee
Viewed From Legal Political Aspect

Yulfasni¹, Hamler²

working area of banking law includes consistent implementation of existing legal provisions, the process of renewal and law-making, which leads to a critical attitude towards law with an *ius constitutum* dimension and creating laws with an *ius constituendum* dimension. , and the importance of affirming the function of institutions and the development of law enforcers.

Bank, one of the financing institutions engaged in subsidized housing, is regulated by the Regulation of the Minister of State for Public Housing Number: 06/Permen/2007 concerning the procurement of housing and settlements with the support of housing subsidy facilities through simple housing loans (KPRS) / Subsidized Micro Sharia KPRS, Home ownership loans simple healthy (KPRSH) is credit or financing issued by issuing or financing institutions which include Subsidized KPR, Subsidized Micro KPRS / KPRS, or Subsidized Sarasun KPR, intended for low-income people.

On a macro level, the banking function has an impact on legal politics in the economic development of a country because sufficient funds are considered available in the banking system, the accumulation of public funds in the form of accounts, demand deposits, savings and other forms of savings that must be managed by the bank⁴. In banking law as a financial institution, it is contained in Law Number 14 of 1967 concerning Banking Principles, Article 1 letter b, states that "Financial institutions are all entities that through their activities in the financial sector withdraw money from the public and channel it into public".

A clearer understanding of financial institutions can be seen based on the Decree of the Minister of Finance Number: Kep. 729/MK/12/1970, dated 7 December 1970 Article 1 letter a, is: "Financial institutions are all bodies that through activities in the financial sector, either directly or indirectly, collect funds, especially by issuing valuable paper and distributing it to the public, especially to finance company investments".

Banking as a financial institution as stated by Abdulkadir Muhammad mentions Bank Financial Institutions (LKB), Non-Bank Financial Institutions (LKBB), and Financing Institutions. When viewed from Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking Article 1 paragraphs 1 and 2, it is clear that: "Banking is everything related to banks, including institutions, business activities and methods and processes in carrying out their business activities and business entities that collect funds from the public in the form of savings and distribute them to the public in the form of credit and or other forms in order to increase standard of living of the people".

Banks in each loan extension contain a risk of failure or congestion in repaying credit (repayment), there are risks faced by banks, so banks are required to spread (control) the risk with each credit distribution by receiving (providing) guarantees from customers or debtors⁵. The definition of credit is formulated in Article 11 Paragraph (1) of the Banking Law Number 10 of 1998:

"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 another party, which requires the borrower to pay off the debt after a certain period of time with interest".

Viewed from the politics of banking law, credit is essentially a delay in payment, meaning that refunds of money/goods can be made at a certain time in the future based on an agreement. The definition of credit quoted by Ikhwana Nandasari from various experts, such as: H. M. A. Savelberg stated that credit has a meaning as the basis of every agreement (*verbinten*) in which a person has the right to demand something from another, and as collateral, where a person surrenders something to another person with The goal is to get back what was given up. J A. Levy

⁴ Jerry M Rosenberg, 1994, *Banking and Finance*, New York, John Wiley & Son, hlm

⁵ Abdulkadir Muhammad, 2004, *Lembaga Keuangan dan Pembiayaan*, Citra Aditya Bhakti, Bandung, hlm 8.

defines credit as voluntarily giving up a certain amount of money to be used freely by the recipient of the credit with the obligation to return the loan amount at a later date⁶.

The credit agreement in which there is a consensual loan agreement (*pactum decontranendo*) and the obligator has binding power as stated in Article 1338 of the Civil Code that all agreements made in accordance with the law apply as laws to those who make them. The agreement cannot be withdrawn other than with the agreement of both parties, or for reasons determined by law and the agreement must be carried out in good faith.

Collateral in the Bank Credit Agreement According to Subekti, an ideal guarantee is a guarantee that can easily assist the party in need of obtaining credit, does not weaken the position (strength) of the credit recipient to continue his business and provides certainty to creditors in the sense that if necessary, it is easy to cash out to pay off the debtor's debt⁷.

Credit is included in the most important banking business activities because the largest income from bank business comes from income from credit business activities in the form of interest and fees. Regulation of the Minister of Public Works and Public Housing of the Republic of Indonesia Number 21/PRT/M/2016 concerning Ease and or assistance in obtaining housing for low-income people, Article 1 paragraph 1 states, "credit or financing for subsidized housing, hereinafter referred to as Subsidized KPR, is credit or financing of housing ownership that receives assistance and/or facilitation of housing acquisition from the government in the form of long-term low-cost funds and housing acquisition subsidies issued by implementing banks both conventionally and with sharia principles. In this case the perpetrator of the development is any person or legal entity that carries out the construction of housing and residential areas, the house will be sold to bank debtors and to be used as collateral for Subsidized KPR debtors to the lending bank.

Subsidized KPR distribution is carried out by designated implementing banks both conventionally and with sharia principles, in this case to provide an overview of Subsidized KPR, namely "debtors (legal subjects) buy land and building properties to development actors through credit or Subsidized KPR financing financed by the implementing bank, and the land and the house are used as or as collateral for the implementing bank for Subsidized KPR".

The distribution of Subsidized KPR financing is a loan that is given specifically in the provision of Subsidized KPR in addition to signing a credit agreement, and binding collateral is sufficient by signing a Power of Attorney for Imposing Mortgage Rights (SKMHT) which is valid until the credit period ends. Meanwhile, credit other than subsidized mortgages is followed by placing mortgages. In this case, if the debtor has bad credit, the executing bank giving the Subsidized KPR has difficulty in carrying out the collection or carrying out the execution because there is no mortgage right. In addition, the subsidized KPR bank is hereinafter referred to as the creditor.

If the creditor has difficulty getting fresh funds to channel financing (credit) to the debtor due to bad credit so that the creditor will transfer the receivables, there are several reasons for the creditor to transfer the receivables to a third party⁸, namely what if: 1) The Bank intends to increase the Capital Adequacy Ratio (CAR), 2) The bank wants to increase its profitability ratio (Return on Assets), 3) The provision of credit facilities made by the Bank has exceeded the Legal Lending Limit (LLL) for the debtor concerned, 4) The Bank experienced a lack of liquidity as a result of the Bank's too large loan portfolio, 5) The Bank intends to restructure its loan portfolio

⁶ Ikhwana Nandasari SP, 2009, *Penyelesaian Kredit Macet dengan Hak Tanggungan pada PT. Bank Pembangunan Daerah Sumatera Selatan di Palembang*, Tesis, Program Pascasarjana, Universitas Diponegoro, Semarang.

⁷ R. Subekti, 1991, *Jaminan-jaminan Untuk Pemberian kredit Menurut Hukum Indonesia*, Citra Aditya Bhakti, Bandung, hlm 98

⁸ Indonesian Banker's Club, 2016, *Analisis Pengalihan Piutang Secara Cessie*, PT. Bank Pembangunan Daerah Banten, Tbk, 21 September 2016.

The way to deal with bad credit is the possession of Subsidized KPR creditors who determine for themselves that the debtor has met the criteria for bad credit, the bank or creditor of Subsidized KPR transfers or sells the Subsidized KPR receivables by way of Cessie to another party with a notarial deed. A cessie buyer, called a cessionaris, has the right to repayment by selling the land and houses that are used as bank guarantees. Land and houses along with documents controlled by the cessionaris will notify or inform cessus that the cessionaris has become a new creditor notified to cessus to immediately pay off the arrears, if they are not paid, they will be auctioned before the authorized auctioneer. Cessionaris has the right to sell goods (land and houses) from cessus by auction to interested (legal subjects), and each auction will be announced in the newspapers, local newspapers to avoid claims from other parties. In this case it occurs if the collateral object is registered with the mortgage right.

Cessie is a transfer of rights over intangible goods which are usually in the form of receivables on behalf of third parties where a person sells his claim rights to another person. The juridical basis is stated in Article 613 paragraph (1) of the Civil Code, reads: "Delivery of receivables on behalf of and other intangible objects, is carried out by making an authentic or underhand deed, whereby the rights to the objects are delegated to other people".

The existence of a cessie is regulated in the second book of the Civil Code, so that the cessie institution by law is included in the working area of object law, considering that a cessie is a way of transferring rights, namely the right to receivables, however, because one day a receivable is transferred, the creditor also changes from creditor from the old creditor to the new creditor, when viewed from the perspective of changing creditors, cessie is also included in the contract law regulated by the third book of the Civil Code.

Article 612 of the Civil Code regarding the delivery (leveraging) of movable objects including receivables on behalf of the terms, it can be seen that they must be preceded by an agreement (zakelijke) the cause of the transfer of material rights (zakelijke rechten), there is a title (base of rights) legal relationship resulting in levering (legal relationship in the form of an agreement), carried out by an authorized person and real submission (juridical). If one of these conditions is not met, the delivery (leveraging) of the object that is the object of levering becomes invalid and can be challenged before a judge.

Thus, juridically what is meant by cessie is a transfer of receivables (on behalf of) to cessus from cedent to cessionaris in a manner regulated by law, namely by making a cessie deed with the obligation to notify (betekening notoce) to cessus or in writing approved and recognized by cessus. The legal consequence of receivables being transferred from the cedent to the cessionary and the position of the cessionary replaces the cedent's place of domicile, which means that all rights owned by the cedent to the cessus can be fully used by the cessionary. Cessie can be done as long as the debt being discussion originates from a contract or other agreement based on the law which is not an unlawful act. Cessie from acts violating law and public order does not have any legal consequences.

1.2 FORMULATION OF THE PROBLEM

1. How is the cessie in resolving bad loans on housing ownership as a bank guarantee from a political and legal perspective?
2. What is the legal power of the auction as a result of creditor guarantee cessie seen from the legal political aspect?

2. RESEARCH METHODS

This research is descriptive in nature, meaning that it is research that describes the object under study so that it can systematically explain the facts or characteristics of those being studied

factually and carefully⁹. This research merely describes an object to draw general conclusions¹⁰. This type of research is included in normative legal research (doctrinaire), namely research on legal aspects, legal principles, studying law that is conceptualized as norms or rules that apply in society and analyzing legal rules contained in a law and also contained in legal norms. that is not written that lives and develops in society¹¹. The data used in this study are secondary data, in the form of Primary legal materials, Secondary legal materials, and tertiary legal materials.

3. DISCUSSION

3.1 Cessie in the settlement of bad loans on housing as a bank guarantee from a political and legal perspective

The politics of national law development in point 2 of TAP MPR No. IV/MPR/1999 concerning the Outlines of State Policy regarding Policy Direction in the field of law explained that the national legal system is comprehensive and integrated by recognizing and respecting religious law and customary law and renewing colonial heritage legislation and discriminatory national laws, including injustice gender and its incompatibility with the demands for reform through the legislation program.

When referring to the formulation mentioned above, it can be understood that the political characteristics of law are a policy or path to be achieved in the development of the legal system that is formed, and must be comprehensive, integrated, and still comply with and respect the existence of religious law and customary law and carry out reforms to legacy of colonial laws and national laws that are discriminatory and inconsistent with the cultural goals of Indonesian society.

In legal politics, cessie, which comes from the word "Cedere"¹², can be used in the settlement of bad credit for housing ownership, which is essentially a claim for receivables as a form of transferring receivables on behalf of an agreement in the form of incorporeal property rights (creditors) that can be transferred to other parties¹³, and in principle it does not have to be stated in written form or a letter that mentions the name of the creditor in the transfer or assignment to replace the position of the creditor¹⁴.

When viewed from the political side of legal development, the implementation of the most effective and efficient resolution of bad loans can be taken. But a cessie cannot stand alone because a cessie must be preceded by a civil event or what is known as underlaying transactions or buying and selling of receivables carried out by the bank providing the Subsidized KPR as the old creditor with another party as the new creditor.

According to Subekti, cessie is a way of transferring receivables on behalf of where the receivables are sold by the old creditor to a person who will later become a new creditor, but the legal relationship of the debt and receivable is not erased for a second, but in its entirety is transferred to the new creditor¹⁵. And with regard to the cessie¹⁶, the transfer of credit rights on

⁹ Sarifuddin Azwar, 2004, *Metode Penelitian*, Yogyakarta, Pustaka Pelajar, hal. 7

¹⁰ Sutrisno Hadi, 1986, *Metodologi Research I*, Yogyakarta, Yayasan Penerbitan Fak. Psikologi UGM, hlm. 3

¹¹ Mukti Fajar ND dan Yulianto Achmad, 2010, *Dualisme Penelitian Hukum Normatif dan Empiris*, Yogyakarta, Pustaka Pelajar, hal. 34

¹² Kartono, 2013, *Hak-Hak Jaminan Kredit*, Pradnya Paramita, Jakarta, hlm 42.

¹³ Mariam Darus Badruzaman, *Op., Cit.* hlm 66.

¹⁴ J. Satrio, 2012, *Cessie, Subrogasi, Novatie, Kompensatie & Percampuran Hutang*, Alumni, Bandung, hlm 4

¹⁵ R Subekti, 2012, *Hukum Perjanjian*, Intermasa, Jakarta, hlm 74.

¹⁶ (Tan Thong Kie, 2012 *Studi Notariat & Serba Serbi Praktek Notaris*, Ichtiar Baru Van Hoeve, Jakarta, hlm 349).

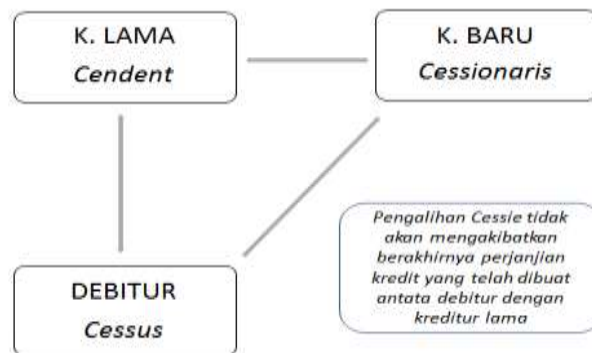
behalf of is one way to replace the legal subject in an agreement that may result in a replacement of the creditor, but it is not a way to end the engagement¹⁷.

Cessie when viewed in the provisions of Article 511 of the Civil Code concerning intangible property is included in movable property so that the cessie is included in the sale and purchase agreement as an obligatoir agreement or a relationship that transfers rights to receivables and transfers rights (leveraging)¹⁸ which is consensual in nature which means that the consensus as the agreement must be realized before the contract is formed¹⁹. The sale and purchase agreement for receivables (Cessie) is considered to have just laid down the rights and obligations of the seller and the buyer, but has not transferred ownership, meaning that it has not been transferred to the buyer as long as the object has not been handed over²⁰.

The sale and purchase agreement for receivables has the same rights as agreements in general after the deed is made based on Article 1320 of the Civil Code resulting in a transfer of collection rights (receivables), but to bind the cessus the transfer of receivables must be notified to or has been acknowledged or approved (betekening) by cessus. Failure to notify results in that the payment of bills made by cessus to the cedent remains valid, as long as the cessus honestly believes that the cedent is still its creditor²¹.

According to Article 612 of the Civil Code for the delivery (leveraging) of movable objects including receivables on behalf of the terms, it can be seen that they must be preceded by an agreement (zakelijke) the cause of the transfer of material rights (zakelijke rechten), there is a title (base of rights) legal relations resulting in levering (legal relationship in the form of an agreement), carried out by an authorized person and real submission (juridical). If one of these conditions is not met, the delivery (leveraging) of the object that is the object of levering becomes invalid and can be challenged before a judge.

Skema Cessie :



The relationship between the cedent and the cessionary is rechtstitel in nature, that is, the transfer of property rights and is carried out by persons who have besehikking authority. A cessie debt and credit agreement as a way to hand over (leveraging) is always an accessoir in a legal event

¹⁷ Herlin Budiono, 2014, *Ajaran Umum Hukum Perjanjian dan Penerapannya di Bidang Kenotariatan*, PT. Citra Aditya Bakti, Bandung, hlm 185.

¹⁸ Diephuis dan P Scholten dikutip Frieda Husni Hasbullah, 2012, *Hukum Kebendaan Perdata Jilid I*, Ind-Hill. Co, Jakarta, hlm 133.

¹⁹ RH. Widodo, 2017, *Keadilan Berkontrak*, Penaku, Jakrta, 35.

²⁰ Herlin Budiono, 2013, *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan Buku Kedua*, PT. Citra Aditya Bakti, Bandung, 35-37.

²¹ HFA Vollmar, 2012, *Hukum Benda Menurut KUHPerdata*, Tarsito, Bandung, 77

that gives rise to a leveraging obligation. The obligator relationship that precedes the cessie can be in the form of the most common agreement, such as the sale and purchase of said receivables. If the obligatoir agreement is flawed so that it is cancelled, then the cessie deed does not make the cessionaries the owners of the invoices they receive.

3.2. The legal power of the auction due to creditor guarantee cessie is seen from the legal political aspect

Auction is a way of selling and buying based on the requirements specified in the auction regulations stipulated in the Minister of Finance regulation Number 27/PMK.06/2016 of 2016 concerning auction implementation instructions, Article 5 states that the auction consists of execution auctions, mandatory execution auctions and mandatory auctions. voluntary non-execution.

An auction as a special form of institution has its own identity and characteristics, of which special arrangements in the Vendu Reglement (Stbl. Year 1908 Number 189 amended by Stbl. 1940 Number 56) which are still valid as the legal basis for auction, state: "Public sale is an auction or sale of goods to the public with an increasing or decreasing bid price or by including a price in a closed envelope, or to people who are invited or previously notified of the auction or sale, or are permitted to participate , and given the opportunity to bid on prices, agree to the price offered or enter the price in a closed envelope"²².

The definition of auction in Polderman's opinion, as quoted by Rochmat Soemitro, states "Public sale is a tool for entering into agreements or agreements that are most profitable for the seller by gathering interested parties"²³.

The cessie transfer of receivables does not result in the end of the credit agreement because the guarantee agreement is an accessory to the credit agreement. The cessie transfer includes the transfer of rights and obligations of creditors to new creditors regulated in Article 16 UUHT, including collateral as collateral for credit against the transferred receivables and their documents.

As for the auction of creditor collateral items that have been transferred through cessie, according to Article 1 point 6 of the Minister of Finance regulation Number 27/PMK.06/2016, it states that a voluntary non-execution auction is an auction of goods belonging to the private sector, individuals or legal entities/business entities that are auctioned voluntarily. . If you pay attention to the creditor's collateral items which are land and buildings in the form of receivables obtained from subsidized mortgages that have been transferred to other parties through a cessie, they are property of individuals so that voluntary auctions can be held to pay off debtors' debts.

Receivables on behalf of are receivables whose payment is made to the party whose name is written in the letter of receivable, in this case the old creditor, but with notification of the transfer of receivables on behalf of the debtor, the debtor is bound to pay to the new creditor whose implementation has fulfilled the criteria If the credit is bad then an auction is held before the class II auction official. There is legal protection for cessionists who have good faith, called retro cessie, which is a means for new creditors whose debts are not paid by the debtor (the debtor in cessie wanprestie) to demand that the old creditor ask for his money back, but this must be agreed upon by the cedent and cessionaris, Article 1492 BW.

The cessie legal politics is the reason for holding auctions that are protected by law, because it aims to respond to the need to settle bad loans. Legal politics according to Pound states that law is functionally intended as a means for social engineering "law as a social

²² Himpunan Peraturan Perundang-undangan Republik Indonesia, 1992, PT Ichtar Baru-Van Hoeve, Jakarta, hlm 931

²³ Rochmat Soemitro, 1987, *Peraturan dan Instruksi Lelang*, Edisi Kedua, Penerbit PT Eresco Bandung, Bandung, hlm 106.

engineering tool", law will be used for specific purposes and built to form rules or norms, can be based on legislation, doctrine, jurisprudence, treaties, and agreements as a support for the legal structure²⁴.

4. CONCLUSION

- a. Settlement of bad debts through a cessie is the transfer of rights over intangible goods in the form of receivables on behalf of a third party, where a person sells his claim rights to another person, carried out by making an authentic deed or private deed, whereby the right -the right to the object is delegated to another person. So that politically, the law of cessie is a transfer of accounts receivable (on behalf of) cessus from cedent to cessionaris, the legal consequence is that receivables switch from cedent to cessionaris and the position of cessionaris replaces the position of cedent, which means that all rights owned by the cedent to cessus can be fully used by cessionaris .
- b. In providing legal protection for cessionaries who have good faith, it can be in the form of retro cessie, which is a means for cessionists whose receivables are not paid by the cessus to sue the cedent to ask for the money back, which in this case must be agreed upon by the cedent and cessionaris. retro cessie cessie as guarantee for cessionaris from legal consequences after the conditions are met in which the cessie implementation will be easy and efficient in terms of time and costs that must be incurred.

REFERENCES

- Budiono. Herlin, 2013, *Kumpulan Tulisan Hukum Perdata di Bidang Kenotariatan Buku Kedua*, PT. Citra Aditya Bakti, Bandung.
- Budiono. Herlin, 2014, *Ajaran Umum Hukum Perjanjian dan Penerapannya di Bidang Kenotariatan*, PT. Citra Aditya Bakti, Bandung.
- Diephuis dan P Scholten dikutip Frieda Husni Hasbullah, 2012, *Hukum Kebendaan Perdata Jilid I*, Ind-Hill. Co, Jakarta.
- Fuady. Munir, 2002, *Hukum Perkreditan Kontemporer*, PT.Citra Aditya Bakti, Bandung.
- Ghofur Anshari. Abdul, 2009, *Perbankan Syariah di Indonesia*, UGM Press, Yogyakarta.
- Harahap. M. Yahya, 2012, *Segi-Segi Hukum Perjanjian*, Alumni, Bandung.
- Himpunan Peraturan Perundang-undangan Republik Indonesia, 1992, PT Ichtiar Baru-Van Hoeve, Jakarta.
- Indonesian Banker's Club, 2016, *Analisis Pengalihan Piutang Secara Cessie*, PT. Bank Pembangunan Daerah Banten, Tbk, 21 September 2016.
- Kartono, 2013, *Hak-Hak Jaminan Kredit*, Pradnya Paramita, Jakarta.
- M Rosenberg. Jerry, 1994, *Banking and Finance*, New York, John Wiley & Son.
- Mahfud MD. Moh, 2010, *Membangun Politik Menegakkan Konstitusi*, Rajawali Pers, Jakarta.
- Muhammad. Abdulkadir, 2004, *Lembaga Keuangan dan Pembiayaan*, Citra Aditya Bhakti, Bandung.
- Nandasari SP. Ikhwana, 2009, *Penyelesaian Kredit Macet dengan Hak Tanggungan pada PT. Bank Pembangunan Daerah Sumatera Selatan di Palembang*, Tesis, Program Pascasarjana, Universitas Diponegoro, Semarang.
- Raharjo. Satjipto, 2000, *Ilmu Hukum*, Citra Aditya Bakti, Bandung.
- Rochmat Soemitro, 1987, *Peraturan dan Instruksi Lelang*, Edisi Kedua, Penerbit PT Eresco Bandung, Bandung.

²⁴ Mulyana W. Kusumah, 1986, *Perspektif Teori dan Kebijaksanaan Hukum*, Rajawali, Jakarta, hlm 29.

- Satrio. J, 2012, *Cessie, Subrogasi, Novatie, Kompensatie & Percampuran Hutang*, Alumni, Bandung, hlm 4.
- Subekti. R, 1991, *Jaminan-jaminan Untuk Pemberian kredit Menurut Hukum Indonesia*, Citra Adtya Bhakti, Bandung, hlm 98
- Subekti. R, 2012, *Hukum Perjanjian*, Intermasa, Jakarta, hlm 74.
- Suhardi. Gunarto, 2002, *Peranan Hukum Dalam Pembangunan Ekonomi*, Universitas Atma Jaya, Yogyakarta.
- Sutedi. Adrian, 2009, *Perbankan Syariah (Tinjauan dan beberapa sistem Hukum)*, Gahlia Indonesia, Bogor.
- Thong Kie. Tan, 2012 *Studi Notariat & Serba Serbi Praktek Notaris*, Ichtiar Baru Van Hoeve, Jakarta.
- Vollmar. HFA, 2012, *Hukum Benda Menurut KUHPdata*, Tarsito, Bandung.
- W. Kusumah. Mulyana, 1986, *Perspektif Teori dan Kebijaksanaan Hukum*, Rajawali, Jakarta.
- Widodo. RH, 2017, *Keadilan Berkontrak*, Penaku, Jakrta.