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Legal Protection for Creditors in Commercial Property Disputes (Case Study of Batam District Court Decision No. 158/Pdt.G/Plw/Gs/2022/Pn Btm)

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Abstract: Commercial property disputes are one of the significant challenges in business practice in Indonesia, especially in the legal relationship between creditors and debtors. This study aims to analyze legal protection for creditors in commercial property disputes through a case study of the Batam District Court Decision No. 158/Pdt.G/Plw/GS/2022/PN Btm. The methodology used is normative legal research with an analytical-descriptive approach, which examines laws and regulations and related court decisions. The results of the study show that in this case it includes three dimensions of legal protection according to Philipus M. Hadjon's theory, namely preventive, repressive, and curative. In the preventive dimension, protection is provided through the binding of dependent rights and the use of the cession mechanism as an anticipatory measure. The repressive dimension, lawsuits and cession recognition by the courts ensure that creditors' rights remain protected after a dispute has occurred. The curative dimension, guarantee execution and litigation process play a role in the recovery of creditor rights due to debtor default. However, the study also found weaknesses in the implementation of legal protection, especially related to the long legal process and bureaucracy in the execution of bail. This study concludes that legal protection for creditors in Indonesia has been well regulated normatively, but its implementation needs to be strengthened, especially in the efficiency of guarantee execution and dispute management. Recommendations are given to creditors, debtors, and governments to improve dispute management and legal protection within the commercial property sector.

Keyword: Legal Protection, Commercial Property Disputes, Creditors, Cessie.

INTRODUCTION

The definition of commercial property disputes is a form of legal problem that often occurs in business practices in Indonesia. In the business environment, creditors' interests often conflict with the rights and obligations of other parties, especially debtors and property owners. Disputes of this kind not only test the durability of the legal relationship between the parties involved, but also test the implementation of legal regulations which aim to protect the rights

of creditors and ensure legal certainty. Therefore, a property requires very clear and structured legal rules to regulate the use, ownership and transactions related to the property. The development of the commercial property sector in Indonesia, especially in large cities such as Batam, shows a very rapid increase in line with economic growth and urbanization. Batam, as a strategic industrial and trade city, has become a magnet for property investment which is developing in various forms, from shopping centers, offices, to hotel complexes and vertical residences. However, high activity in this sector is also accompanied by the risk of legal disputes, especially in the relationship between creditors and property owners (debtors) (Lauren, 2023).

The definition of a creditor is an individual, organization, company, or government that has one or more receivables from other parties in return for property or services that have been provided. Creditors, who are generally banking or financing institutions, play an important role in financing commercial property projects. However, in practice, creditors often face difficulties in executing their rights if the debtor fails to fulfill payment obligations or if the property that is used as collateral experiences a legal dispute (Ermayati, 2023).

In the context of civil law, the law has provided various instruments to protect creditor rights, including through mechanisms cession, namely the transfer of collection rights to a third party. Nevertheless, implementation cession In cases of commercial property disputes, they often pose challenges, both in terms of legal technicalities and in ensuring the enforcement of creditors' rights. Creditors have an important role in supporting commercial property financing, but often face high risks in trying to collect their rights when a default or dispute occurs, the creditor has the right to take collection action (Andriani, Erniyanti, Nurkhotijah, Fadlan, & Prasetyasari, 2023).

Legal regulations in Indonesia provide certain instruments, such as assignment, which provides legal protection for creditors. Cession allows the creditor to transfer the right to claim to a third party or to retain the right to sue the debtor even if a dispute occurs. However, in practice, legal processes are involved and commercial property disputes are often challenging and have the potential to give rise to different interpretations (Andriani, Erniyanti, Nurkhotijah, Fadlan, & Prasetyasari, 2023).

The Marina View case in Batam City reflects the complexity of commercial property disputes involving the interests of creditors and debtors. In this case, creditors are faced with various obstacles in enforcing their rights, including conflicting interests with other parties, a time-consuming execution process, and different legal interpretations in assessing the creditor's position in the dispute.

Batam District Court Decision No. 158/Pdt.G/Plw/GS/2022/PN Btm in the Marina View case is a reflection of the application of the principles of legal protection for creditors, and at the same time highlights various weaknesses and challenges in the existing legal system. The ruling in this case not only underscores the importance of clear application of the law in conflicts of interest between creditors and debtors, but also raises questions regarding how effective the legal protection provided to creditors is in commercial property disputes.

The development of jurisprudence in this area plays a major role in determining the direction of legal protection for creditors in the future, especially amidst the business world's need for legal certainty and protection of property rights, and mortgage rights function as a protective measure for lending institutions (Lubis & Harahap, 2023).

Issues related to protecting creditors' rights in commercial property disputes are increasingly important amidst economic and business growth in Indonesia, where property development often requires financing support from various financial institutions. When a dispute arises, creditors are often in a vulnerable position because of their limited rights to execute the commercial property that is the object of the dispute. Therefore, an in-depth analysis of the Marina View decision can provide insight into the effectiveness of current legal

protection, as well as help identify legal aspects that need to be improved to support creditors' interests.

On the other hand, cases such as Marina View also illustrate the need for increased legal protection for creditors in Indonesia, especially in commercial property disputes involving high-value assets. This legal protection is very important to ensure that creditors can collect their rights without facing the risk of losing their assets or claim rights due to prolonged legal conflicts. The court as an institution authorized to enforce the law has an important role in ensuring justice and legal certainty for creditors, however, protracted legal processes often weaken the position of creditors in obtaining their rights (Irmayanti, Simanjuntak, & Naim, 2024).

This background is relevant in legal studies because protecting creditors' rights does not only cover aspects of legal regulation, but also includes aspects of legal implementation in the field. In the case of commercial property disputes, creditor protection must include legal certainty in the transfer of rights (cession), ease in the process of executing guarantees, as well as fairness in the distribution of rights to disputed property proceeds. In addition, court decisions in cases such as Marina View greatly affect creditors' confidence in supporting property projects, especially in terms of guaranteeing investment security (Permatasari & Adam, 2025).

Commercial property dispute cases such as Marina View in Batam City are significant to research because commercial property often involves high economic value and is the main driver of economic growth in areas such as Batam, which is known as a strategic industrial and trade city. Property disputes can disrupt the investment ecosystem in this sector. Creditors can be individuals or legal entities. Creditors, such as banks or financing institutions, play an important role in financing property development. However, the inability to execute rights or guarantees due to legal disputes can weaken the confidence of financial institutions to invest in the property sector (Guntoro, Kontesa, & Sauni, 2020).

This case involves various legal aspects, such as cession (transfer of claim rights), mortgage rights, and default, which reflects the legal complexity that needs to be understood more deeply to provide effective protection for creditors. The court decision in this case is an important indicator of how legal regulations are applied to resolve conflicts between creditors and debtors. The results also serve as a reference for resolving similar disputes in the future. This case shows weaknesses in the guarantee execution process and implementation of legal protection for creditors, including the cession mechanism. Research can identify gaps in the law that require reform to ensure the efficiency of justice and is linked to legal protection theory (Permatasari & Adam, 2025).

The Marina View case is closely related to legal certainty for creditors, especially in the implementation of the cession mechanism and execution of collateral. Hadjon's theory emphasizes the importance of a legal system that provides clear and structured protection, thus supporting analysis of the effectiveness of regulations such as Article 613 of the Civil Code and the Mortgage Law in providing guaranteed protection for creditors (Anne & Pega, 2024).

Based on this background, there is a problem formulation that will be researched by the author, namely, 1) What forms of legal protection are available for creditors in property dispute cases such as the Marina View case in Batam City?, 2) How is the cession concept applied in the Marina View case in Batam City as a form of legal protection for creditors? 3) What steps must creditors take to ensure their legal protection remains strong, when dealing with property disputes such as the Marina View case? This research aims to analyze how legal protection for creditors is applied in the Marina View case in Batam City, as well as identifying the application of the cession concept in the Marina View case in Batam City as a form of legal protection for creditors, so the researcher took the title "Legal Protection for Creditors in Commercial Property Disputes (Case Study of Batam District Court Decision No. 158/Pdt.G/Plw/GS/2022/PN Btm)"

METHOD

The methodology used is juridical - normative legal research with a descriptive-analytic approach, which examines relevant legislation and court decisions. Descriptive analysis is used to interpret the legal basis obtained and approach cases or court decisions. This research will identify patterns in decisions and legal regulations to formulate conclusions regarding creditor protection (Sari, Rachman, Astuti, Afgani, & Siroj, 2023).

This research uses a descriptive analysis and case study approach, which aims to analyze legal norms, statutory regulations, legal doctrine and relevant legal principles, with a focus on studying articles such as the Civil Code and Law no. 4 of 1996 concerning Mortgage Rights, using Philipus M. Hadjon's theory regarding preventive, repressive and curative dimensions, through a case study approach that analyzes commercial property disputes in Batam District Court Decision No. 158/Pdt.G/Plw/GS/2022/PN Btm by exploring legal facts, the basis of the judge's considerations, as well as evaluating the implementation of legal protection (Munah & Deni, 2024).

RESULTS AND DISCUSSION

General Description of Commercial Property Disputes

The definition of a commercial property dispute is a legal conflict which is related to the management, use, ownership or transactions of property used for commercial purposes, for example office areas, shopping centers, warehouses and other investment properties. Commercial property disputes often involve various parties, including property owners, developers, investors, tenants, and even local governments.

There are several types of commercial property disputes that occur, including: Ownership disputes : this dispute can occur if there are different claims to ownership of a property, for example due to overlapping documents, invalid buying and selling or also because of a disputed inheritance (Burhanuddin, Wardhani, & Surya, 2022).

Rental Agreement Dispute - Renting: This dispute occurs because there is a conflict between the owner and the tenant regarding rent payments, violations of the terms of the agreement or termination of the lease that is not in accordance with the agreement (Alzamzami & Suryono, 2021).

Property Development Disputes: This dispute occurs in a development project, such as delays in construction, changes to spatial plans, and also breaches of contracts with contractors. (Salim, Jap, & Naru, 2023)

Property Warranty Disputes: This dispute occurs when property is used as collateral for a debt and problems arise such as confiscation or disputed execution of the collateral (Salim, Jap, & Naru, 2023).

Environmental Disputes: These disputes occur involving the impact of commercial property on the environment, such as pollution or violations of environmental law (Harjiyatni & Anthony, 2022).

Commercial property disputes can occur based on several factors, namely, the existence of invalid documents or legal defects, where property documents like this that are incomplete or even fake are the root of the problem. The existence of inconsistencies in agreements that are unclear and do not meet legal requirements can also trigger disputes. There are legal violations related to spatial planning, licensing, or property taxes that result in failure to comply with regulations. Lack of transparency and dishonest or hidden information in property transactions can also lead to commercial property disputes (Wadji, Wijaya, Muhliza, Harmuzan, & Kartika, 2024).

There is a commercial property dispute which in this research examines the Marina View case in the city of Batam in accordance with Batam District Court Decision No. 158/Pdt.G/Plw/GS/2022/PN Btm. Marina view is a residential area which is located in the Tanjung Uncang area, Batu Aji, Batam City. This case involves PT. HNT Artha Jaya was

represented by a Director named Hotmaulina Malau and authorized Eko Nurisman, S.H, M.H as the Plaintiff and an individual named Deni Harianda as the Defendant regarding a housing credit dispute in the Marina View Housing area, Batam City. In 2012, the Defendant applied for and received a Home Ownership Credit (KPR) facility worth IDR 63 million from PT. State Savings Bank (BTN). This credit is given for the purchase of a house in Marina View, with a Building Use Rights (HGB) certificate which is used as collateral through a mortgage mechanism.

The defendant signed a credit agreement with BTN to obtain a KPR facility worth IDR 63 million in 2012. In this agreement, the house purchased was used as collateral with a legally valid mortgage bond. Even though the credit facility had been agreed between the two parties, it turned out that the Defendant failed to fulfill its obligations as a debtor who had to pay the installments in accordance with the provisions stated in the credit agreement.

This failure caused an accumulation of arrears in fees until BTN finally decided to sell and transfer the rights to the receivables through a mechanism cession (transfer of collection rights) to PT. HNT Artha Jaya in December 2020. Based on this agreement, PT. HNT Artha Jaya became the new legal creditor and had the right to collect the debt from the Defendant. The defendant was deemed to be in default because he did not carry out his obligations to pay housing loan installments.

The total amount of outstanding debt is IDR 63 million, plus interest and other costs in accordance with the initial agreement. The Plaintiff has given the Defendant the opportunity to settle his obligations through a subpoena. However, the Defendant did not provide a positive response or show any intention to pay off the debt, so the Plaintiff felt disadvantaged and sued legally.

Forms of Legal Protection for Creditors

As a party providing a loan or credit facility, a creditor also has the right to obtain legal protection when carrying out a credit agreement. The purpose of this protection is to ensure that creditors can collect their rights legally. In this research, case analysis uses Legal Protection Theory from Philipus M. Hadjon (Fani Setiadi, Yuhelson, & Hutomo, 2024).

1. Preventive Legal Protection

Preventive legal protection aims to prevent disputes before they occur by ensuring clear and valid legal arrangements.

Binding of Mortgage Rights: "In the Marina View case, the credit agreement uses a Building Use Rights (HGB) certificate as a collateral object through a mortgage right mechanism. This is in accordance with the preventive concept, because the creditor (BTN) has taken legal steps to ensure the protection of its rights if the debtor defaults."

Cessie Agreement: "The original creditor (BTN) transfers collection rights to the new creditor (PT. HNT Artha Jaya) through cessie, which is legally valid based on Article 613 of the Civil Code. "This step is also a form of preventive protection, because it secures the right of new creditors to continue collecting receivables."

Strong Agreement Documents: "BTN and PT. HNT Artha Jaya have complete legal documents, including cessie agreements and subpoenas that meet legal requirements. This reflects preventive protection by ensuring legal certainty in the creditor-debtor relationship."

2. Repressive Legal Protection

Collateral Execution: "After the debtor fails to fulfill his obligations, the creditor has the right to execute the collateral (house in Marina View) through legal mechanisms such as auction or direct sale. This is in accordance with Law No. 4 of 1996 concerning Mortgage Rights and is a form of repressive protection."

Lawsuit: "New creditor (PT. HNT Artha Jaya) sued the debtor to the Batam District Court, which recognized cessie as a valid legal basis for claiming creditor rights. "This lawsuit is a repressive step that ensures creditors get their rights back through the legal process."

Recognition of Rights by the Court: "In Batam District Court decision No. 158/Pdt.G/Plw/GS/2022/PN Btm, the court confirmed the debtor's default and strengthened the new creditor's right to demand debt repayment. This is a clear example of successful repressive protection."

3. Curative Legal Protection

Curative legal protection is a settlement or recovery effort provided after a violation or dispute occurs. In the Marina View case, curative protection was given to the creditor (PT. HNT Artha Jaya) after the debtor defaults (does not fulfill the obligation to pay credit installments) (Rombot, Rorie, & Roeroe, 2024).

Original creditor, PT. State Savings Bank (BTN), transferred collection rights to PT. HNT Artha Jaya through a cessie mechanism based on Article 613 of the Civil Code. Cessie is a curative step that provides protection for new creditors to still have the right to collect even if a dispute occurs. This transfer of rights helps resolve bad credit problems without requiring cancellation of the initial agreement.

The house in the Marina View area is used as the object of a mortgage to guarantee debt repayment. When the debtor fails to pay, the creditor uses his right to execute the collateral in accordance with Law no. 4 of 1996 concerning Mortgage Rights. Executing collateral through auction or direct sale is a curative step to recover losses experienced by creditors. This process provides a concrete solution for creditors without ignoring the debtor's rights as regulated in the credit agreement.

4. Application of Hadjon's Theory in the Marina View Case

The legal protection theory put forward by Philipus M. Hadjon is relevant to explain this case because the theory provides a comprehensive conceptual framework for understanding and analyzing how the rights of the injured party, in this case the creditor, can be protected by the legal system.

Hadjon's theory divides legal protection into three dimensions: preventive, repressive and curative. These three dimensions are very relevant for analyzing the steps taken by creditors in dealing with disputes, starting from preventing risks (preventive), efforts to obtain justice through legal processes (repressive), to restoring rights after disputes (curative) (Rizkirobby, Listiyani, & Riswandie, 2023).

Preventive: Binding collateral, transferring claim rights via cessie, and drafting a valid credit agreement demonstrate efforts to prevent disputes from the start.

Implementation in Marina View Case:

Binding of Mortgage Rights: "The original creditor, Bank Tabungan Negara (BTN), has tied up the debtor's property as collateral through Mortgage Rights. This is in accordance with Law No. 4 of 1996 concerning Mortgage Rights, which provides legal certainty and protection to creditors in the event of default."

Strong Credit Agreement: "BTN prepares a credit agreement document which contains provisions regarding the debtor's obligations, the use of mortgage rights as collateral, as well as a clause on the transfer of collection rights via cessie. This step shows that there are preventive efforts to anticipate legal risks."

Valid Legal Documents: "In this case, the credit agreement documents, cessie agreement, and notification to the debtor have fulfilled the applicable legal requirements (Article 613 of the Civil Code)."

Preventive protection in this case shows effectiveness in preventing disputes in the first place, even if the debtor later defaults. However, the process of executing creditor rights shows that there are weaknesses in the effectiveness of preventive protection in the field.

Repressive: Lawsuits, execution of collateral, and recognition of cession by courts provide solutions after disputes arise, ensuring creditors' rights remain protected (Hutauruk & Putri, 2021).

Implementation in Marina View Case:

Collateral Execution: "The new creditor, PT. HNT Artha Jaya, has the right to execute the debtor's property as an object of mortgage rights after the debtor defaults. This is based on Article 6 of Law No. 4 of 1996, which allows execution through auction or direct sale."

Lawsuit to Court: "PT. HNT Artha Jaya filed a lawsuit with the Batam District Court to obtain recognition of the cession and demand repayment of the debt from the debtor. The court decision supports the creditor's rights by recognizing the validity of the cession and declaring the debtor in default."

Recognition of Rights by the Court: "In decision No. 158/Pdt.G/Plw/GS/2022/PN Btm, the court confirmed the right of new creditors to demand debt and execute collateral. This step reflects the repressive protection provided by the legal system."

Repressive protection in this case succeeded in restoring some of the creditors' rights through a court decision. However, obstacles such as lengthy legal processes and bureaucracy in executing guarantees can weaken the efficiency of repressive legal protection.

Curative: In the Marina View case, curative legal protection is implemented through cession mechanisms, collateral execution, and litigation processes. These steps provide a solution for creditors to recover their rights after the debtor defaults. This curative approach not only protects creditors' rights but also ensures legal certainty for all parties involved (Siregar, Sahari, & Fauzi, 2022).

Implementation in Marina View Case:

Cession Mechanism: "BTN transfers collection rights to PT. HNT Artha Jaya via cession. This transfer is legally valid and gives the new creditor the right to continue debt collection, thereby preventing further losses for the original creditor."

Collateral Execution: "The debtor's property which is the object of mortgage rights provides legal certainty for creditors in efforts to recover losses through auction or direct sale."

Litigation Process: "A lawsuit filed with the court is a curative step aimed at resolving the dispute legally. In this case, the court supports the creditor by recognizing the cession as a valid legal basis for demanding debt repayment."

The curative steps taken, especially through cessions and lawsuits, provide concrete solutions for creditors to restore their rights. However, the complex and protracted execution process is a challenge that needs to be improved in the legal system.

5. Strengths and Weaknesses of Legal Protection in This Case

Strengths: Preventive and repressive legal protection is well integrated. Legal bases such as Article 613 of the Civil Code, the Mortgage Law, and court decisions support legal certainty for creditors.

Weaknesses: Long legal processes and bureaucracy in executing guarantees can become obstacles, reducing the efficiency of repressive legal protection.

There are regulations that form the basis of legal protection for creditors, such as:

- a. Civil Code (Civil Code)
- 1) Article 1131: States that all of the debtor's assets, both movable and immovable, serve as collateral for all of the debtor's debts to creditors.

- 2) Article 1132: Regulates that the debtor's assets will be used to pay off debts to creditors proportionally, if there is more than one creditor.
- 3) Articles 1243-1252: Regulates default (breach of agreement) and the creditor's right to demand compensation or execution of collateral. (Civil, 1131, 1132, 1243, 1252).
 - b. Law Number 4 of 1996 concerning Mortgage Rights
 - 1) Article 1 Paragraph 1: Mortgage rights are security rights over land and the buildings thereon which give priority rights (preferences) to creditors to pay off their receivables.
 - 2) Article 6: The creditor has the right to execute the object of the mortgage right if the debtor defaults, through a public auction or direct sale with the approval of all related parties. (Dependents, 1, 6).
 - c. Law Number 42 of 1999 concerning Fiduciary Guarantees
 - 1) Article 29 Paragraph 1: Gives creditors the right to execute movable objects used as collateral if the debtor defaults.
 - 2) Article 15 Paragraph 2: Fiduciary Guarantee Certificates have executorial powers such as court decisions that have permanent legal force, which makes it easier for creditors to collect debts. (Fiduciary, 29, 15).
 - d. Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations (PKPU)

Article 55 Paragraph 1: Creditors who have material collateral (such as mortgage rights) still have the right to execute the collateral even if the debtor is declared bankrupt. ((PKPU), 55).
 - e. Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution

Providing out-of-court dispute resolution options, such as mediation or arbitration, which creditors can use to resolve conflicts more quickly. (Dispute).

Application of Cessie as a Form of Protection

Cessie is the transfer of claim rights from the original creditor to another party carried out based on a legal agreement. In this case, PT. Bank Tabungan Negara (BTN) transferred rights to receivables related to Home Ownership Credit (KPR) from the Defendant to PT. HNT Artha Jaya through a cessie mechanism in December 2020. This transfer is a form of legal protection for creditors, especially to ensure that new creditors still have the legal right to collect debts from debtors (Yusvaldi, Azheri, & Mannas, 2023).

BTN as the original creditor, transferred its claim rights to PT. HNT Artha Jaya through a cessie agreement. This was done after the Defendant failed to fulfill his obligation to pay home loan installments amounting to IDR 63 million. The legal basis for this cessie refers to Article 613 of the Civil Code, which stipulates that the transfer of claim rights must be carried out in writing and notified to the debtor. In this case, notification is carried out through a summons sent by PT. HNT Artha Jaya to the Defendant. With concession, PT. HNT Artha Jaya becomes the new creditor which has full rights to demand repayment of the debt, including interest and other costs in accordance with the provisions of the initial credit agreement.

The Batam District Court recognized this cessie as valid and confirmed that PT. HNT Artha Jaya has a strong legal basis to demand payment from the Defendant. This provides protection for new creditors to collect debts that previously belonged to BTN.

Cessie provides benefits for the original creditor (BTN) to obtain fresh funds by selling its claim rights, while the new creditor (PT. HNT Artha Jaya) obtains the right to demand payment from the debtor. This mechanism ensures that the right to claim is not lost even though the original creditor is no longer involved in the dispute.

Analysis of the Court Decision in the Marina View Case

Case: PT. HNT Artha Jaya (Plaintiff) vs. Defendant related to Home Ownership Credit (KPR) at Marina View Housing Complex, Batam City. The Batam District Court decided in

favor of the Plaintiff in this dispute after considering the documents and legal facts submitted. The following is an analysis of the court decision:

1. Recognition of Cessie as the Basis for New Creditor Rights

The court considered the cessie carried out by PT. State Savings Bank (BTN) to PT. HNT Artha Jaya is legally valid. This is supported by evidence in the form of:

- a. Cessie Agreement: Transferring rights to receivables from BTN to PT. HNT Artha Jaya.
- b. Subpoena to Debtor: Shows that the new creditor has fulfilled its obligation to notify the transfer of rights to the debtor.

This acknowledgment is in line with the provisions of Article 613 of the Civil Code, which regulates that the transfer of claim rights must be carried out in writing and notified to the debtor. Thus, the Plaintiff is recognized as a legal creditor and has full rights to collect debts from the Defendant.

2. Assertion of Default by the Defendant

The court decided that the Defendant had defaulted because he did not fulfill his obligation to pay housing loan installments amounting to IDR 63 million. This decision is based on:

- a. Credit Agreement: The defendant signed a KPR agreement with BTN, which stipulates the obligation to pay installments periodically.
- b. Evidence of Arrears: Failure to pay installments by the Defendant within the specified time period.

This is in accordance with Article 1243 of the Civil Code, which states that failure to fulfill contractual obligations can be subject to sanctions in the form of compensation. The court also considered the subpoena sent by the Plaintiff, which the Defendant did not respond to, as evidence of non-compliance.

3. Right to Collateral Execution

The court confirmed that PT. HNT Artha Jaya as the new creditor has the right to demand repayment of the debt, including executing the collateral in the form of the house which is the object of the mortgage right.

- a. Mortgage Rights: Regulated in Law no. 4 of 1996, which gives creditors preferential rights to pay off their receivables from the proceeds from the execution of collateral objects.

Steps – Steps that must be taken by creditors when dealing with Commercial Property Disputes

Based on the article above, the steps that creditors must take to ensure their legal protection remains strong in dealing with property disputes such as the Marina View case are:

Preventive Steps:

1. Legal Collateral: Ensure that there is collateral such as Mortgage for property (according to Law No. 4 of 1996), Fiduciary for movable goods (according to Law No. 42 of 1999), or other types of collateral.

- a. Strong Credit Agreement: Credit agreement documents must be drafted with clear legal provisions, including the rights and obligations of the parties, clauses on the transfer of claim rights (cessie), and sanctions for default.
- b. Document and Collateral Inspection: Perform due diligence on the validity of property documents and the legal status of collateral to avoid the risk of disputes.

2. Curative Steps:

- a. Use of Cessie: If the debtor defaults, the creditor can transfer the right to collect to a third party via cessie, as regulated in Article 613 of the Civil Code, to ensure that the right to collect is maintained.
- b. Collateral Execution: Execute collateral through an auction or direct sale mechanism in accordance with applicable regulations, such as Law no. 4 of 1996 concerning Mortgage Rights.
- c. Submitting a Lawsuit to Court: File a legal action to obtain recognition of the creditor's rights and demand repayment of the debtor's debt.
- d. Subpoena: Send a subpoena to the debtor as a first step to resolve the dispute before taking legal action.

3. Utilization of Alternative Dispute Resolution (APS):

- a. Use arbitration or mediation mechanisms in accordance with Law no. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution to resolve conflicts more quickly and efficiently.
 - b. With these steps, creditors can ensure their legal protection remains strong and minimize the risk of loss in property disputes.
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CONCLUSION

Legal protection for creditors in property disputes such as the Marina View case includes preventive mechanisms, such as binding collateral (mortgage rights for land/buildings, fiduciaries for movable goods, and valid credit agreements, as well as curative mechanisms in the form of executing collateral through auction or direct sale, transfer of claim rights (cessie) which are recognized based on Article 613 of the Civil Code, and filing a lawsuit in court to secure collection rights. The legal basis includes the Civil Code (Articles 1131-1132, 1243), UU No. 4 of 1996 (Criminal Rights), Law No. 42 of 1999 (Fiduciary), and Law No. 30 of 1999 (Arbitration), which collectively ensure that creditors' rights are protected in the process of managing and collecting receivables.

Cessie is an important mechanism that provides flexibility and legal protection for creditors in claiming their receivables. In the case of a housing dispute at Marina View, cessie allows PT. HNT Artha Jaya took over the collection rights from BTN legally, thereby providing legal certainty in the debt collection and dispute resolution process. This shows that cessie not only protects creditor rights but also supports efficiency in managing assets and receivables. The Batam District Court's decision in this case provides strong legal protection for creditors, especially through the recognition of cessie and the right to execute collateral. This decision also emphasizes the importance of debtor compliance with credit agreements and provides lessons about the consequences of default in financial legal relationships.

To ensure that legal protection remains strong in the face of property disputes such as the Marina View case, creditors need to take preventive steps such as binding legal collateral (mortgage rights, fiduciaries), drawing up strong credit agreements, and checking the validity of documents and the legal status of collateral. If a default occurs, curative steps that can be taken include using a cessie to transfer claim rights, executing collateral through auction or direct sale, filing a lawsuit in court, and sending a summons as an initial remedy. Apart from that, creditors can also take advantage of arbitration or mediation mechanisms for faster and more efficient conflict resolution. These steps ensure creditor rights are protected and reduce the risk of loss

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