JLPH: Journal of Law, Politic and Humanities
E-ISSN: 2962-2816
P-ISSN: 2747-1985
https://dinastires.org/JLPH dinasti.info@gmail.com +62 811 7404 455
DOI: https://doi.org/10.38035/jlph.v5i5

Legal Analysis of the Use of Deed de Command as a Supporting Basis for Collateral Execution

Ni Luh Nita Mey Liang Ning [1], Ni Luh Made Mahendrawati[2], Nengah Renaya[3].
[1]Prodi Magister Kenotariatan Fakultas Pascasarjana Universitas Warmadewa, Denpasar, Indonesia, notariatqk@gmail.com
[2]Prodi Magister Kenotariatan Fakultas Pascasarjana Universitas Warmadewa, Denpasar, Indonesia, made.mahendrawati@gmail.com
[3]Prodi Magister Kenotariatan Fakultas Pascasarjana Universitas Warmadewa, Denpasar, Indonesia, drs_renay@yahoo.co.id

Corresponding Author: notariatqk@gmail.com[1]

Abstract: This article examines the Legal Analysis of the Use of Deed of Command as a Supporting Basis for Collateral Execution. The object of this research is the practice of using Deed De Command in the execution of collateral by creditors. The purpose of this study is to evaluate the legality, validity, and effectiveness of the use of Deed De Command in supporting the execution of collateral and its impact on creditor risk management. The research method used is normative law with descriptive analysis. The results of the study show that the Deed De Command has an important role in accelerating the execution of collateral and reducing Non-Performing Loans, although there is a gap in the norms in the regulations governing the use of the deed, which can cause legal uncertainty. In conclusion, the De Command Act is very relevant in accelerating the settlement of non-performing loans, but there needs to be regulatory updates to ensure legal certainty in its implementation.

Keyword: Deed, De Command, Execution, Collateral.

INTRODUCTION

Agreements in civil law are the main basis that governs the legal relationship between the parties (Avelyn & Bianca, 2024; Irayadi, 2021). An agreement is an agreement between two or more parties that aims to create, change, or abolish rights and obligations (Apriyanto et al., 2024; Aspan et al., 2023). In the context of creditor-debtor relationships, credit agreements are the main instruments that regulate the provision of credit facilities and their conditions (Debora br situmeang, 2023; Marfu'atun, 2020). The validity of this agreement refers to Article 1320 of the Civil Code, which stipulates four valid conditions of the agreement, namely the agreement of the parties, the ability to make an agreement, certain objects, and causa that is halal.

Banks and other financing institutions as creditors in the credit disbursement process, must be really careful in determining whether their prospective debtors can be trusted and responsible (Annisah, 2022). This is regulated in Article 2 of Law Number 10 of 1998

concerning Banking (hereinafter referred to as the Banking Law) which states that Indonesian banks in conducting their business are based on economic democracy using the principle of prudence.

The principle of prudence or also known as prudential banking is an important principle in the practice of the banking world in Indonesia (Ananto Cahyono, 2022; Ardiansyah et al., 2021). The 5C principle is part of the principle of prudence, so it must be applied by banks in carrying out their business activities (Dona et al., 2023; Simamora et al., 2022). The principle of prudence is reflected in the principal policy of credit, procedures and procedures for assessing credit quality, professionalism and integrity of credit officials (Kuncoro, 2002).

The 5C principle is the most basic principle used by the Creditor to analyze its prospective Debtor (Ayu Irma Fakhrinie, 2021). Although there are many conditions that must be met by the Debtor to get credit approval, and of course the Creditor has done various ways to ensure that the credit that has been disbursed runs smoothly, it is not uncommon for the credit that has been provided to experience problems or commonly referred to as non-performing loans or Non-Performing Loans that can disrupt the financial stability of creditor institutions and the economic system as a whole (Widagda & Primantari, 2025).

The risk of non-performing loans cannot be avoided under any circumstances, even with optimal analysis (Yusufa et al., 2022). To protect funds channeled through credit from potential losses, creditors build a "safety fence" in the form of credit guarantees.

This safety fence is usually in the form of collateral that must be provided by the debtor. The function of collateral is to protect credit from the risk of loss, both intentional and unintentional (Halitatur Rahmaniyah & Sumriyah, 2023). In the practice of borrowing in the community, borrowers are often required to provide debt guarantees to the lender.

The guarantee can be in the form of tangible assets as material collateral and/or commitments as personal collateral. The debtor provides collateral to the creditor to convince the creditor to be willing to provide credit facilities. In the event of default, the collateral will be auctioned to meet the debtor's obligations. Thus, in the world of banking and financing, collateral is an important element that provides protection to creditors against the risk of default by debtors.

The problem of defaulting debtors begins because there is an installment payment or the debtor's obligations that must be paid are not in accordance with the principal obligation stated in the installment (Mahendrawati et al., 2022), For this reason, the existence of guarantees in the provision and credit agreement is very important.

A guarantee is a financial liability represented by a specific asset provided by the debtor to the creditor in accordance with a debt agreement or other arrangement (Nasokha, 2024). Specific assets given by the debtor to the creditor serve as collateral for the loan or credit facility provided by the creditor until the debtor pays off the loan in full. If the debtor fails to meet its obligations, the assets will be assessed financially and then used to pay off all or part of the debtor's obligations to the creditors. This guarantee acts as a form of certainty for the repayment of debtors' debts in the event of default before maturity.

Article 1 letters (b) and (c) of the Decree of the Board of Directors of Bank Indonesia No. 23/69/KEP/DIR dated February 28, 1991 concerning Credit Guarantees, stipulates that the provision of credit guarantees is based on the bank's confidence in the debtor's ability to fulfill its repayment obligations in accordance with the agreement. Guarantee refers to tangible assets, valuables, or risk guarantees provided by the debtor to secure a loan, if the debtor fails to pay credit as agreed. Thus, this guarantee is not only a means to ensure the fulfillment of obligations, but also provides legal certainty to creditors.

The problems experienced by the Bank and other financing institutions as the Creditor originate from the Debtor who does not pay their obligations, resulting in an increase in Non-Performing Loans.

As long as the problematic debtor can be managed properly, by making rescue efforts (restructuring) or through settlement efforts (auction and/or voluntary handover), the problem will not affect the health level of the Bank and other financing institutions as creditors. However, if non-performing loans cannot be controlled and non-performing loans continue to increase, it will turn into a structural problem because it will affect the level of liquidity and ultimately affect the health of creditors.

The high number of Non-Performing Loans requires proper handling because it has a direct impact on the profitability and operational continuity of the Bank and other financing institutions as creditors (Kholiq & Rahmawati, 2020).

The mechanism commonly used to resolve non-performing loans is the execution of collateral based on agreed guarantees (Komang Indra Apsaridewi, 2023). This execution is regulated in various legal provisions, such as Law Number 4 of 1996 concerning Dependent Rights on Land and Objects Related to Land (hereinafter referred to as the Law on Dependent Rights), Law Number 42 of 1999 concerning Fiduciary Guarantees and the Civil Code.

The execution of collateral is legally carried out through the auction mechanism as stipulated in Article 6 of the Law on the Rights of Dependents (Wardani, 2020). In this article, creditors holding dependent rights are given the right to sell collateral objects through public auctions to pay off debtors' obligations. This process aims to provide legal certainty and protect the interests of both parties.

The execution of collateral, which is an asset pledged by the debtor, is carried out by the Bank and other financing institutions as creditors with the aim of minimizing losses due to the debtor's failure to fulfill its obligations. However, the collateral execution process must be carried out in accordance with applicable legal procedures so as not to cause disputes or legal problems in the future. One of the legal instruments that is widely used in the implementation of collateral takeover by creditors is collateral takeover using the Deed of Command.

Deed De Command is a complementary document prepared by a notary and serves as a legal basis for the Creditor to execute collateral when the debtor is declared in default (Iskandar et al., 2023). This deed gives the Creditor the right to execute collateral without going through the court process, thus facilitating the execution process and saving time and costs (Wulandari et al., 2023). In this context, the De Command deed is a crucial instrument for Creditors in resolving non-performing credit problems, especially in finding auction participants.

The use of Deed De Command as a complementary document in collateral execution continues to grow in banking practices and other financing institutions. The impact of the use of deeds de command is not only limited to legal aspects, but also has significant economic and social implications.

In the economic context, the use of this deed can increase the efficiency of bad loan settlement. Creditors can immediately recoup the value of the collateral without having to go through a lengthy process and expensive costs. However, the lack of explicit legal provisions regarding this mechanism can create legal uncertainty, so this deed may be considered insufficient to underlie an action of execution of collateral (Iskandar et al., 2023). This poses a dilemma for the Creditor, as there is a potential that the execution carried out on the basis of a deed de command may be considered invalid in the eyes of the law.

Laws and regulations in Indonesia also do not specifically regulate the use of De Command deeds in the context of collateral execution by creditors, especially non-financial institution creditors. This ambiguity often puts creditors in a difficult position to immediately resolve non-performing loans and also in facing the risk of legal disputes that have the potential to affect their reputation and credibility.

The validity and effectiveness of the use of the De Command deed as a supporting document for the execution of collateral takeover needs to be conducted in depth. This study is expected to provide a clearer understanding of the position of the De Command deed in the Indonesian legal system, especially in relation to the collateral execution process by the

Creditor. In addition, this research also aims to explore the potential for regulatory improvements that can provide better legal protection and legal certainty for creditors, debtors, and auction winning participants, as well as other related parties in the execution of collateral through the Deed of Command.

METHOD

The type of research used is normative legal research (IRIANTORO & UTAMA, 2024). The choice of normative legal research method in this study is because the focus of this research is on a theoretical study of the position and use of the Deed of Command in the execution of collateral, as well as legal protection for the participants of the auction winner in the implementation of collateral execution based on the Deed of Command.

The normative legal research method is the right choice for this research because it allows to conduct an in-depth analysis of the legal aspects of the use of Deed De Command in the execution of collateral.

The approaches used in this study are the Legislative approach and the conceptual approach (Mahendrawati et al., 2023). The source of legal material consists of primary legal materials obtained from relevant laws and regulations, secondary legal materials obtained from journals, books and tertiary legal materials obtained from legal dictionaries. The method used in collecting all existing legal materials is through literature studies and then analyzed by descriptive methods.

RESULTS AND DISCUSSION

Article 1868 of the Civil Code regulates authentic deeds, there are three main elements that must be met in order to be categorized as authentic deeds, namely:

1. Made in the form specified by law, which must be in accordance with the provisions of the applicable regulations.
2. Made by or in the presence of an authorized public official, such as a notary, land deed making official (PPAT), or other official recognized by law.
3. Made in a place where the official has authority, that is, the official must be working within the territory of a lawful jurisdiction.

One example is the Deed de Command which is a notary deed containing information about the party who will receive the purchase of an item or asset (Iskandar et al., 2023). Execution auctions using deed de command are a practice used in the collateral auction process by creditors.

Although this practice is common, regulations that specifically and detail the mechanisms and procedures for the use of deed de command are not yet available in Indonesian laws and regulations.

Regulations governing the auction process and the takeover of collateral by banks as creditors are regulated in the Regulation of the Minister of Finance Number 122 of 2023 concerning Auction Implementation Guidelines (hereinafter referred to as the Minister of Finance Regulation concerning Auction Implementation Guidelines), but the regulation does not specifically regulate the deed de command.

Although the provisions of Article 82 Paragraph (2) of the Regulation of the Minister of Finance on Instructions for the Implementation of the Auction have provided a legal basis that creditors can purchase collateral in the auction, it does not provide details on the mechanism or procedure for using the deed de command in this context.

The absence of this specific arrangement can cause legal uncertainty in the execution of the deed de command, such as the potential for legal disputes or different interpretations among the auctioneers.

The importance of legal certainty for creditors in carrying out the auction of the execution of the right of dependency is due to the tendency of the debtor who cannot return the full amount

of the debt which is the right of the creditor to get debt payment from the debtor, and the certainty of the principle of the right of dependency is that the execution is easy and certain for the sake of accelerating the repayment of creditors' receivables.

The auction of the object of the Dependent Rights is a valid thing because it is a security right imposed on the land rights as referred to in the Basic Agrarian Law (Ramadita & Yunanto, 2023), following or not following other things that constitute a union with the land, for the repayment of certain debts, which gives a preferred position to certain creditors over other creditors (Sitompul et al., 2022).

This consideration is because in the auction it is necessary to have a strong guarantee rights institution that is able to provide legal certainty for interested parties (Indraswari et al., 2025).

The legal certainty provided by the Law on Dependent Rights to banks in carrying out the auction of the execution of the right of dependency (parate executie) can be seen in Article 6 of the Law on the Rights of Dependents.

If you look at the provisions of Article 6 of the Law on Dependents, it can be said that the Law on Dependent Rights provides certainty as well as protection to banks as creditors when the debtor defaults, then the bank is given a right by the Law in the form of an execution right called an execution parate.

The Execution Parate based on Article 6 of the Law on the Rights of Dependents is like the arrangement of the execution parate in a mortgage, that is, the right is given by the Law or for the sake of the law without being agreed beforehand, meaning that it is agreed or not agreed in the Deed of Granting of Dependent Rights, the creditor's right to carry out the parate execution has been granted by the Law and therefore can be done without asking for prior approval from the debtor.

The purpose of Collateral Execution is to make an object that is a guarantee for the debtor to sell. However, in practice, not all auction implementations reach an agreement and successfully hand over with the party concerned. The implementation of auctions often encounters obstacles such as zero incoming bids, detention of auction objects, and even defaults.

A No Bid Auction is an auction in which there is no appointment of a Buyer due to no deposit/delivery of the Auction Bid Security Deposit, no bid, or no bid that meets the requirements (Fitriana, 2023).

This status is then mentioned in the auction minutes by the auction officials. In general, the No Bid Auction is caused by pre-auction marketing that is less than optimal, the determination of the limit value above the fair value of the object, the submission of incomplete requirements documents, the accumulation of applications at the end of the year, and auction objects that are not free and clear.

In practice in the field, this problem can be prevented by setting the limit value according to the results of the public appraiser's assessment, preparing a plan to submit an auction application to avoid accumulation at the end of the year, and so on.

In addition to the No Bid Auction, an obstacle that often appears in the execution of collateral is the occurrence of Held Auctions as stipulated in Article 1 number 16 of the Regulation of the Minister of Finance concerning Guidelines for the Implementation of Auctions.

So this can also hinder the settlement of non-performing loans. The success of the auction is closely related and/or can be measured by the performance, productivity, and practice of the auction object. An auction is said to sell if the winner has been determined and the auction price has been confirmed.

In addition, the auction success rate can also be measured and/or influenced by the high frequency of the auction, the auction principal, and the auction's Non-Tax State Revenue as an outcome of the auction itself.

The Deed de Command can play an important role, because the deed can be used by the Creditor to find auction participants to bid on their credit collateral assets so that they can avoid the No Bid Auction and the Auction Held as part of the bad credit settlement strategy.

This deed plays an important role when collateral has been auctioned several times without an antidote. The Deed de Command is a legal instrument that has a strategic role in the auction mechanism of collateral assets, especially in conditions where assets used as credit collateral have failed to sell after several auction processes.

This legal instrument functions as a solution for banks or creditors in dealing with asset liquidation obstacles that are not of interest to auction participants, so that the process of settling non-performing loans or bad loans can continue to run effectively and in accordance with the principle of prudence in financial risk management.

Article 12A of the Banking Law provides a legal basis for banks to take action in resolving non-performing loans by controlling and executing the guarantees of defaulting debtors. This can be the legal basis for the Creditor when facing an Auction Without a Bid.

Most of the bank's revenue comes from credit activities, which include lending to customers (Sembiring, 2021). However, every credit provided carries the risk of default, which has the potential to increase Non-Performing Loans. When the Non-Performing Loan ratio exceeds a tolerable threshold, banks not only lose potential revenue, but also have to allocate additional funds for credit loss reserves. This often reduces liquidity and worsens the bank's financial stability.

In helping banks achieve their Non-Performing Loan targets, the Deed de Command has a very important strategic role. Banks can use this mechanism to speed up the settlement of non-performing loans and reduce the number of Non-Performing Loans recorded in the financial statements.

In addition, the flexibility provided by the Deed de Command allows banks to manage these assets more effectively, either through resale, productive management, or cooperation with third parties. Therefore, the implementation of the Deed de Command is one of the main strategies used by banks to maintain financial stability and comply with regulations set by the competent financial authorities.

The Deed of Command allows the execution auction process to run faster, because creditors can directly appoint participants who have the potential to become auction winners, so that the faster the execution of collateral, the faster the creditor can get back funds that were previously held in bad credit. With a faster mechanism in the execution of collateral through the Deed of Command, financial institutions can reduce the number of non-performing loans, thereby improving their financial stability.

The De Command Act helps speed up the settlement of bad loans, which ultimately increases investor and creditors' confidence in the financial sector. A low Non-Performing Loan rate indicates that the financial system of a country or institution is in a healthy condition. Thus, the Deed de Command can be studied as a legal instrument that not only serves as a solution to the failure of the auction of collateral assets, but also as a form of protection for the banking sector in dealing with the risk of bad loans that have an impact on the Non-Performing Loan indicator.

Article 87 paragraph (2) of the Regulation of the Minister of Finance on Auction Implementation Guidelines stipulates that banks as financial institutions are allowed to purchase collateral owned by them in the auction implementation process on the condition of making a notary deed stating that the purchase will be made to another appointed party within a maximum period of 1 (one) year from the auction date.

If this provision is associated with the reading of Article 12A paragraph (2) of the Banking Law, then this is where the role of the Deed of Command becomes very important, this Deed can be a legal instrument that accelerates the execution of guarantees through the auction mechanism and which should be able to provide legal certainty for creditors and auction

participants. It's just that the regulation does not state that the Deed of Command must be made as a supporting document in the execution of the execution.

For this reason, it is necessary to update the regulations, which integrate more detailed and explicit provisions regarding the implementation of collateral auctions using the Deed of Command, in order to ensure stronger legal certainty in banking practices and reduce the potential for legal disputes that may arise due to regulatory non-conformities.

CONCLUSION

The legal analysis of the use of the Deed of Command in the collateral execution process highlights the legality, validity, and effectiveness of the deed in guaranteeing the rights of creditors against defaulting debtors. The use of Deed De Command in the execution of collateral through auction has a very important role and position.

This deed allows creditors to find as many auction participants as possible to prevent the occurrence of an execution auction without a bid and the auction is held so that it can immediately help the process of settling problematic loans. The use of Deed De Command also plays a role in risk management of banking creditors, especially in reducing the number of Non-Performing Loans.

The role of the Deed of Command is very important in maintaining the credibility of creditors and the protection of the rights of related parties. With this mechanism, creditors can maintain financial balance, reduce non-performing loan ratios, and avoid losses due to collateral assets that do not sell in auctions. But unfortunately there is a gap in the norms in the regulations that regulate the use of the deed. This can create legal uncertainty and potential disputes, so regulatory updates are needed to clarify the implementation mechanism.

REFERENCE

Ananto Cahyono, H. (2022). Akibat Hukum Pelanggaran Prinsip Kehati-Hatian dalam Pemberian Kredit Bank. *Jurnal Syntax Admiration*, *3*(1), 122–140. https://doi.org/10.46799/jsa.v3i1.371

Annisah, N. (2022). Application of The 5C Principle in Providing Financing to BNI Syariah Tomoni. *Journal Of Institution And Sharia Finance*, *4*(2), 61–71. https://doi.org/10.24256/joins.v4i2.3383

Apriyanto, A., Haryanti, T., & Sari, L. (2024). *Buku Referensi Hukum Perdata: Teori dan Praktik*. PT. Sonpedia Publishing Indonesia.

Ardiansyah, R., Mulyati, E., & Harrieti, N. (2021). TINDAKAN FRAUD DALAM HAL REKAYASA PELUNASAN KREDIT OLEH PEGAWAI BANK DALAM TRANSAKSI PERBANKAN DIKAITKAN DENGAN PRINSIP KEHATI-HATIAN. *Jurnal Poros Hukum Padjadjaran*, *3*(1), 50–68. https://doi.org/10.23920/jphp.v3i1.569

Aspan, H., Erniyanti, & Wahyuni, E. S. (2023). Perjanjian Nominee dalam Praktik Jual Beli Tanah. *Syntax Literate ; Jurnal Ilmiah Indonesia*, *8*(6), 4041–4051. https://doi.org/10.36418/syntax-literate.v8i6.12507

Avelyn, G., & Bianca, M. C. (2024). Analisis Aspek Hukum Perjanjian Sewa Menyewa dalam Konteks Hukum Perdata Indonesia. *Innovative: Journal Of Social Science Research*, *6*(4), 2447–2460. https://doi.org/https://doi.org/10.31004/innovative.v4i6.16325

Ayu Irma Fakhrinie. (2021). ANALISIS PENERAPAN PRINSIP 5C UNTUK MEMINIMALISIR KREDIT MACET PADA PT. MANDALA MULTIFINANCE Tbk, CABANG MARTAPURA. *KINDAI*, *16*(3), 385–402. https://doi.org/10.35972/kindai.v16i3.561

Debora br situmeang, E. (2023). ANALISIS YURIDIS UNDANG-UNDANG NOMOR 30 TAHUN 1999 TERHADAP PENYELESAIAN SENGKETA KREDIT PERBANKAN DI BIDANG KEPEMILIKAN RUMAH. *SCIENTIA JOURNAL :*

Jurnal Ilmiah Mahasiswa, *5*(3). https://doi.org/10.33884/scientiajournal.v5i3.7644

Dona, N. G. R., Rafidah, R., & Anggraeni, L. (2023). PELAKSANAAN PRINSIP KEHATI-HATIAN DALAM PEMBIAYAAN MUDHARABAH PADA BANK SYARIAH INDONESIA KC JAMBI GATOT SUBROTO. *Ekonomica Sharia: Jurnal Pemikiran dan Pengembangan Ekonomi Syariah*, *8*(2), 205–220. https://doi.org/10.36908/esha.v8i2.589

Fitriana, A. (2023). Mitigasi Risiko Penyelenggaraan Lelang Eksekusi Hak Tanggungan Pada Kantor Pelayanan Kekayaan Negara Dan Lelang Padang. *UNES Law Review*, *6*(1), 626–639. https://doi.org/https://doi.org/10.31933/unesrev.v6i1.875

Halitatur Rahmaniyah, & Sumriyah. (2023). TINJAUAN YURIDIS WANPRESTASI DALAM PERJANJIAN KREDIT DENGAN JAMINAN PERSEORANGAN. *JOURNAL SAINS STUDENT RESEARCH*, *1*(1), 1011–1017. https://doi.org/10.61722/jssr.v1i1.432

Indraswari, R. P., Yasa, I. W., & Hardiani K, A. P. (2025). Penyelesaian Kredit Macet Akibat Pemberlakuan Bunga dan Denda Tinggi di Koperasi Serba Usaha Sabar Artha Santosa (Studi Putusan No. 92/Pdt. Bth/2022/PN. Krg). *Cendekia: Jurnal Hukum, Sosial dan Humaniora*, *3*(2), 1105–1118. https://doi.org/https://doi.org/10.5281/zenodo.15093446

Irayadi, M. (2021). ASAS KESEIMBANGAN DALAM HUKUM PERJANJIAN. *HERMENEUTIKA : Jurnal Ilmu Hukum*, *5*(1). https://doi.org/10.33603/hermeneutika.v5i1.4910

IRIANTORO, A., & UTAMA, I. W. K. J. (2024). Ownership of Land Ownership Rights by Traditional Villages Viewed from Indonesian Law. *Protection: Journal Of Land And Environmental Law*, *1*(3), 221–226. https://doi.org/10.38142/pjlel.v1i3.974

Iskandar, D., Yahya, T., & Helmi, H. (2023). Fungsi Akta De Command dalam Proses Lelang Jaminan Debitur Menurut Peraturan Perundang-undangan di Indonesia. *Jurnal Ilmiah Dikdaya*, *13*(1), 234. https://doi.org/10.33087/dikdaya.v13i1.419

Kholiq, A., & Rahmawati, R. (2020). Dampak Implementasi Restrukturisasi Pembiayaan terhadap Likuiditas Bank Syariah pada Situasi Pandemi Covid-19. *El-Barka: Journal of Islamic Economics and Business*, *3*(2), 282–316. https://doi.org/10.21154/elbarka.v3i2.2472

Komang Indra Apsaridewi. (2023). Tindakan Hukum Penyelamatan Kredit Bermasalah Pada Bank. *KERTHA WICAKSANA*, *17*(1), 59–73. https://doi.org/10.22225/kw.17.1.2023.59-73

Kuncoro, M. (2002). Manajemen perbankan: Teori dan aplikasi. *Yogyakarta: BPFE*, *21*.

Mahendrawati, N. L. M., Renaya, N., & Nirmala, M. D. N. (2023). PEMELIHARAAN DATA PENDAFTARAN TANAH PASCA DITERBITKANNYA PERATURAN MENTERI ATR/BPN NOMOR 1 TAHUN 2021 TENTANG SERTIFIKAT ELEKTRONIK. *Kertha Semaya : Journal Ilmu Hukum*, *11*(8), 1951–1963. https://doi.org/https://doi.org/10.24843/KS.2022.v11.i08.p17

Mahendrawati, N. L. M., Wisnumurti, A. G. O., Mahaputra, I. G. A., & Mandasari, I. C. S. (2022). Pembinaan dan Pendampingan Penyelesaian Kredit Bermasalah Pada Koperasi Serba Usaha Jimbaraya Kelurahan Jimbaran, Kecamatan Kuta, Kabupaten Badung. *International Journal of Community Service Learning*, *6*(3), 308–316. https://doi.org/10.23887/ijcsl.v6i3.51228

Marfu'atun, D. R. (2020). Perlindungan Konsumen Terhadap Penggunaan Klausula Baku Tentang Pemberian Kuasa dalam Perjanjian Kredit Bank di PT. Bank Pembangunan Daerah Jawa Barat dan Banten Tbk. Kantor Cabang Khusus Banten. *Nurani Hukum*, *3*(1), 60. https://doi.org/10.51825/nhk.v3i1.8464

Nasokha, S. H. (2024). *EKSEKUSI JAMINAN FIDUSIA AKIBAT DEBITUR WANPRESTASI-Damera Press*. Damera Press.

Ramadita, I. Y. A., & Yunanto, Y. (2023). Analisis Pelaksanaan Lelang Sebagai Tindak Lanjut Eksekusi Hak Tanggungan Perspektif Undang-Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan Atas Tanah Beserta Benda-Benda Yang Berkaitan Dengan Tanah. *AL-MANHAJ: Jurnal Hukum dan Pranata Sosial Islam*, *5*(2), 1309–1318. https://doi.org/10.37680/almanhaj.v5i2.2975

Sembiring, S. (2021). PENGARUH RESIKO KREDIT, KECUKUPAN MODAL, HUTANG, DAN PENDAPATAN BUNGA TERHADAP PROFITABILITAS PADA PERUSAHAAN PERBANKAN YANG TERDAFTAR DI BURSA EFEK INDONESIA. *Jurnal Riset Akuntansi & Keuangan*, 234–251. https://doi.org/10.54367/jrak.v7i2.1213

Simamora, M., Siregar, S. A., & Nasution, M. Y. (2022). PENERAPAN PRINSIP KEHATI-HATIAN DALAM PENYALURAN KREDIT PADA LEMBAGA KEUANGAN PERBANKAN. *JURNAL RETENTUM*, *4*(1), 159. https://doi.org/10.46930/retentum.v4i1.1341

Sitompul, R. W., Sitorus, N., Devi, R. S., & Hamonangan, A. (2022). Perlindungan Hukum Terhadap Kreditur Pada Perjanjian Kredit Dengan Jaminan Hak Tanggungan. *JURNAL RECTUM: Tinjauan Yuridis Penanganan Tindak Pidana*, *4*(1), 95–109. https://doi.org/http://dx.doi.org/10.46930/jurnalrectum.v4i1.1445

Wardani, Y. A. (2020). GUGATAN PERBUATAN MELAWAN HUKUM TERHADAP PROSES LELANG AGUNAN DEBITUR MACET OLEH BANK. *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan dan ke-PPAT-an*, *4*(1). https://doi.org/10.23920/acta.v4i1.351

Widagda, I. M. N., & Primantari, A. A. A. (2025). PENYELESAIAN WANPRESTASI DALAM PERJANJIAN KREDIT BANK TANPA AGUNAN MELALUI PERSPEKTIF HUKUM POSITIF DI INDONESIA. *Jurnal Media Akademik*, *3*(1). https://doi.org/https://doi.org/10.62281/v3i1.1580

Wulandari, N. N. S., Sujana, I. N., & Styawati, N. K. A. (2023). Penyelesaian Kredit Macet oleh BPR pada Pelelangan Melalui Acte De Command. *JURNAL PREFERENSI HUKUM*, *4*(2), 177–181. https://doi.org/https://doi.org/10.22225/jph.4.2.7145.177-181

Yusufa, A. S., Muchlis, M., & Nugroho, L. (2022). ANALISA PERBANDINGAN KINERJA PENYALURAN KREDIT PERBANKAN PADA MASA PANDEMI COVID-19 DAN SEBELUM MASA PANDEMI COVID-19. *Jurnal SIKAP (Sistem Informasi, Keuangan, Auditing Dan Perpajakan)*, *7*(1), 50–65. https://doi.org/10.32897/jsikap.v7i1.1468