

Law Enforcement in the Criminal Act of Transferring the Object of Fiduciary Security by The Debtor at the Police Level

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Abstract. *The implementation of guarantees to obtain loans with movable objects uses fiduciary institutions, which are regulated in Law Number 42 of 1999, but the realization is not in accordance with what was expected. The aim of this research is to analyze law enforcement in criminal acts of transfer of fiduciary collateral objects by debtors, as well as obstacles in law enforcement in criminal acts of transfer of fiduciary collateral objects by debtors based on restorative justice at the Semarang Police and efforts to resolve these obstacles. This research uses a sociological juridical approach, with analytical descriptive research specifications. The research results show that law enforcement in the criminal act of transferring fiduciary collateral objects by debtors based on restorative justice at the Semarang Police begins with receiving a report and peace through penal mediation; Obstacles in law enforcement in the criminal act of transferring fiduciary collateral objects by debtors based on restorative justice at the Semarang Police, namely in terms of: legal structure: lack of understanding of restorative justice, and the perception of taking an illegitimate path so that there is a need for socialization and improving the quality of human resources; legal substance: there is no regulation of penal mediation, and there is no regulation of procedures and requirements for penal mediation, so it is necessary to reconstruct the law for resolving the criminal act of transferring the object of fiduciary collateral; as well as legal culture: society underestimates fiduciary guarantees, there is a lack of public legal awareness, and society has a negative view of the police, so there is a need for socialization and guidance for society.*

Keywords: *Enforcement; Fiduciary; Guarantee; Law; Police.*

1. Introduction

In providing credit to the public, banks or financial institutions as creditors must feel confident that the funds lent to the public will be returned on time along with interest and on the terms mutually agreed upon by the creditor and debtor concerned in the credit agreement. The debtor's capacity is a very important thing for the creditor to consider regarding the debtor's debt repayment. To determine the debtor's ability and willingness to repay credit in a timely manner in a credit application, the bank or financing institution needs to examine the credit

application, one of which is collateral, namely goods handed over by the debtor to the creditor as collateral for repayment. for the credit he received. Collateral in general is a way for creditors to guarantee the fulfillment of bills, in addition to the debtor's obligations towards their debts.¹

Considering the important position of credit funds in the development process, it is appropriate for credit givers and recipients as well as other related parties to receive protection through a strong guarantee rights institution in order to provide legal certainty for all interested parties in an effort to anticipate risks for creditors in the future. will come.²

According to Ulama Hambali and Syafi'i, goods are collateral for debt, which can be used as debt payment if the person in debt cannot pay the debt.³ It was stated by Sri Soedewi Masjchoen that: "In the interests of creditors who enter into debt, the law provides guarantees aimed at all creditors and regarding all debtor assets. The existence of guarantees for debtors is for the sake of capital security and legal certainty for capital providers, this is where guarantee institutions are important.⁴

Guarantee institutions are a very important requirement for creditors or banks to minimize the risk in distributing credit. Guarantee as a means of protection for creditor security, namely assurance of repayment of the debtor's debt or implementation of an achievement by the debtor or by the debtor's guarantor, if the debtor is unable to complete all obligations relating to the credit.⁵

According to the civil law system, in addition to there having to be a real handover, a handover of objects is valid in order to transfer ownership rights to those objects,⁶ it is required that there

¹ Sri Kusriyah, Bambang Tri Bawono, dan Suwanto, *Criminal Aspects Of The Fiduciary Guarantee Transfer As Decision Basis On Criminal Justice Process*, Jurnal Daulat Hukum, Vol. 3 No. 1, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, Maret 2020, page. 95.

² Natalia Lumare, L. C., & Djajaputra, G. (2023). Identifikasi Perlindungan Hukum Terhadap Debitur Atas Pelaksanaan Lelang Berdasarkan Undang-Undang Hak Tanggungan. *UNES Law Review*, 6(1), 2023, page. 3261-3168.

³ Ruslan Abd Ghofur N., *Gadai Syariah, Teori dan Prakteknya di Indonesia*, LKiS Printing Cemerlang, Yogyakarta, 2012, page. 4.

⁴ Sri Soedewi Masjchoen, *Hukum Jaminan di Indonesia Pokok-pokok Hukum Jaminan dan Jaminan Perorangan*, Liberty, Yogyakarta, 2003, page. 2.

⁵ Herowati Poesoko, *Parate Executie Obyek Hak Tanggungan (Inkonsistensi, Konflik Norma dan Kesesatan Penalaran Dalam UUHT)*, Cetakan Kesatu, Laksbang Presssindo, Yogyakarta, 2007, page. 185.

⁶ Sandi Pratama Putra Bali. Hak Kebendaan dan Keabsahan Perjanjian Kebendaan Virtual Land di Dalam Metaverse Ditinjau Berdasarkan KUHperdata. *Amandemen: Jurnal Ilmu Pertahanan, Politik Dan Hukum Indonesia*, 1(3), 2024, page. 175–187.

be a title (base of rights). This is confirmed in Article 584 BW, which among other phrases states: "Ownership rights over something cannot be obtained in any other way, but by "...delivery based on a civil event to transfer ownership rights." Based on Article 584 BW, the transfer or transfer of ownership rights to an object must have a basic legal relationship, which is "a civil event", such as buying and selling, exchanging or gifting. In comparison, in fiduciary encumbrances, the civil events are not clear, but ownership rights over an object of fiduciary collateral are said to have transferred from the debtor providing the fiduciary to the creditor receiving it.

Fiduciary is a guarantee for the transfer of the debtor's property which is bound by a credit agreement based on trust, which gives the debtor the position to continue to control the collateral, even though he is only a temporary borrower or is no longer the owner.⁷

In the increasingly rapid development of law, the realization of Law Number 42 of 1999 in the field is not in accordance with what was expected. In other words, violations regarding fiduciary guarantees were still found. This is triggered because fiduciary guarantees are still considered the easiest and easiest institutions to obtain credit or additional capital for everyone,⁸ because in a fiduciary guarantee the transfer of a right is based on mere trust. These violations include, for example, the transfer of fiduciary collateral objects by the debtor without the knowledge of the creditor, and cases that often occur are the transfer of motor vehicles as fiduciary collateral objects by the debtor to other parties, thereby causing losses to financing institutions (leasing). Apart from that, there were also acts of embezzlement of fiduciary collateral objects.

The consequences if the transfer, mortgage or lease is carried out without the consent of the creditor (fiduciary recipient), then the debtor (fiduciary giver) can be categorized as having committed an unlawful act as stipulated in Article 36 of Law Number 42 of 1999, which stipulates that: " A fiduciary who transfers, pawns or rents objects that are fiduciary objects as intended in Article 23 paragraph (2) without prior written approval from the fiduciary recipient, shall be punished with imprisonment for a maximum of 2 (two) years and a maximum fine. IDR 50,000,000 (fifty million rupiah)."

Research conducted by Fadillah Hanum with the title Legal Protection of Fiduciary Givers in the Execution of Fiduciary Guarantees for Four-Wheeled Motor Vehicles states that the execution of

⁷ Agus Budiando dan Umar Ma'ruf, *Law Enforcement Against Transfer of Objects Fiduciary in Kudus Police*, Jurnal Daulat Hukum, Vol. 2 No. 1, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, Maret 2019, h. 103-104.

⁸ Rahmat Wiguna, Penerapan Sanksi Pidana Terhadap Perbuatan Pengalihan Barang Jaminan Fidusia (Studi Kasus Pada Polres Serang Kota), *Jurnal Hukum dan Pembangunan*, Vol 51 No. 4 2021, page 1123-1139

fiduciary guarantees for four-wheeled motorized vehicles, results from the debtor transferring the object of the fiduciary guarantee to Bank BCA Multifinance Ringroad Medan in resolving the dispute by withdrawing the object Forced fiduciary guarantees or voluntary surrenders made by debtors or fiduciary parties, namely Bank BCA Multifinance Ringroad Medan, have rights based on the provisions in the Fiduciary Guarantee Law so that Bank BCA Multifinance Ringroad Medan can execute fiduciary guarantees directly without going through the Court of Protection. The law against credit providers in the execution of fiduciary guarantees for four-wheeled motorized vehicles, for creditors in a fiduciary guarantee agreement arises from the making of a notarial Deed of fiduciary guarantee imposition, and continues to be confirmed by registration at the Fiduciary Registration Office in order to obtain a fiduciary guarantee certificate. By registering a fiduciary guarantee, the principle of publicity is fulfilled, which is a guarantee of legal certainty for creditors in returning their receivables from debtors.⁹

Research conducted by Rachmadi Usman with the title The Meaning of Transfer of Ownership Rights for Objects of Fiduciary Guarantee on the Basis of Trust. The results of the research concluded that the juridical and actual transfer of fiduciary guarantees did not occur at the same time. The transfer of ownership rights to fiduciary collateral objects is carried out as collateral as collateral for debt repayment, meaning a pseudo transfer, not actually in the sense of actual transfer of ownership rights. Real surrender only occurs when the fiduciary is deemed to be in default, otherwise the object of the fiduciary guarantee will be returned if the fiduciary is not in default. The transfer of ownership rights to fiduciary collateral objects is intended to give the fiduciary recipient the authority to act in selling fiduciary collateral objects while at the same time providing preferential rights to other creditors.¹⁰

The aim of this research is to analyze law enforcement in criminal acts of transfer of fiduciary collateral objects by debtors, as well as obstacles in law enforcement in criminal acts of transfer of fiduciary collateral objects by debtors based on restorative justice at the Semarang Police and efforts to resolve these obstacles.

2. Research Methods

⁹ Fadillah Hanum, Legal Protection Of Fiduciary Protectors In Implementation Of The Execution Of Motor Vehicle Fiduciary Guarantees Four Wheels, *Jurnal Penelitian Law Jurnal*, Vol III No 1, 2022, page 17

¹⁰ Rachmadi Usman, Meaning of Transfer of Ownership Rights of Objects Fiduciary Guarantee Based on Trust, *JH Ius Quia Lustum*, Vol 28 Issue 1, januari 2021, page 139-162

The approach method used in this research is the sociological juridical method, that is, apart from using legal principles and principles in reviewing, viewing and analyzing problems, this research also reviews how they are implemented in practice,¹¹ This research is descriptive analysis, because the researcher wants to describe or explain the subject and object of research, then analyze and finally draw conclusions from the research results.¹²

3. Results and Discussion

3.1. Law enforcement in criminal acts of transferring fiduciary collateral objects by debtors based on restorative justice

Regarding the enactment of Law Number 42 of 1999, this Law is very important for financial institutions. As is known, financial institutions, such as banks and non-banks, have an important role in economic development in Indonesia.¹³ The main activity or main activity of banks is as a financial institution that collects funds from the public and distributes funds.¹⁴ Of course, the implementation of credit distribution by banks does not always run smoothly as desired, so banks must be careful in implementing it. Banks must be able to be wise in providing loans or credit to the public so that in this case banks must pay attention to the principles of distributing or providing credit.¹⁵

So far, banks as creditors, namely parties who provide credit or loans to other parties, prefer credit collateral in the form of immovable objects in the form of land. Collateral is an object or item that is used as collateral in the form of a loan. Goods are tangible objects that people use to meet their needs or to produce other objects that will meet people's needs. However, with the emergence of fiduciary institutions that can provide guarantees to creditors without the need to hand over control of the collateral to the creditor, this has become a helpful alternative

¹¹ Ronny Hanitijo Soemitro, *Metodologi Penelitian Hukum dan Jurimetri*, Ghalia Indonesia, Jakarta, 1990, page. 33.

¹² Mukti Fajar ND dan Yulianto Achmad, *Dualisme Penelitian Hukum Normatif dan Empiris*, Pustaka Pelajar, Yogyakarta, 2010, page. 183.

¹³ Riskha Amaliya Lubis dan Maryanto, *Outcome Measures Non-Performing Loans on BPR Sejahtera Klaten of Central Java*, Jurnal Daulat Hukum, Vol. 1 No. 3, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, September 2018, page. 779.

¹⁴ Kustriyo dan Aryani Witasari, *Abuse of Authority in Position and Redemption of Credit Fictitious Apparatus for Civil State (ASN) PD. Bank Perkreditan Rakyat (BPR) Sumber, Cirebon District*, Jurnal Daulat Hukum, Vol. 1 No. 3, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, September 2018, page. 754.

¹⁵ Dhika Rachmat Pratama dan Amin Purnawan, *Default In And Credit Agreement And Implementation Of Solution Efforts (A Case Study Of Decision 336/Pdt/G/2016/Pn. Smg)*, Jurnal Daulat Hukum, Vol. 1 No. 2, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, Juni 2018, page. 345.

for the community, especially the lower middle class who need credit. The owner of the goods can still control and use the goods, but he is obliged to hand over his ownership rights to the goods in *constitutum possessorium* to the creditor.¹⁶

Law enforcement is an effort for law enforcers to implement the law as stipulated in statutory regulations, by taking action against law violators in accordance with the judicial process, with the imposition or imposition of criminal sanctions as a last resort (*ultimum remedium*), including this in law enforcement against Law Number 42 of 1992, for debtors who violate this Law, especially those that cause losses to creditors.

The loss experienced by the creditor is clear in material terms, that the creditor has lost the amount of the fiduciary guarantee plus the interest that has been determined and mutually agreed between the creditor and the debtor. This kind of loss is actually what every creditor dislikes the most, so that in every agreement made by debtor parties, creditors are usually very careful and it is not uncommon for every fiduciary institution in Indonesia to have a special consultant for that. As a result of losses experienced by the creditor, of course he can ask for a return or withdrawal from the debtor who has caused harm. These efforts can be through legal efforts, both ordinary legal efforts and extraordinary legal efforts.

Article 35 of Law Number 42 of 1999 focuses more on the process of creating an agreement, meaning that the criminal act occurred before the existence of the fiduciary agreement, or at least was the cause of the birth of the fiduciary agreement. The element of every person in Article 35 of Law Number 42 of 1999 is general, not only interpreted for the party giving the fiduciary (debtor) or the party receiving the fiduciary (creditor), even third parties outside the parties entering into the guarantee agreement can also affected by the provisions of Article 35 of Law Number 42 of 1999.

If the perpetrator is proven to have committed this criminal act, they will be subject to prison sentences and fines. The prison sentence is a minimum of 1 year and a maximum of 5 (five) years, while a fine of at least IDR 10,000,000.00 (ten million rupiah) and a maximum of IDR 100,000,000.00 (one hundred million rupiah). These two types of punishment are cumulative, meaning that both sentences must be applied to the perpetrators simultaneously in the judge's decision.¹⁷

¹⁶ *Ibid.*

¹⁷ *Ibid* page 92.

Furthermore, related to the criminal act of embezzling the object of a fiduciary guarantee or giving a fiduciary without the consent of the fiduciary recipient, as stated above, it is regulated in Article 36 of Law Number 42 of 1999. Article 36 of Law Number 42 of 1999, states that: "Fiduciary transfers, pawning or renting out objects that are fiduciary objects, which are carried out without prior written approval from the fiduciary recipient, are punished with imprisonment for a maximum of 2 years and a fine of a maximum of IDR 50,000,000 (five tens of millions of rupiah)". On the other hand, if the debtor transfers fiduciary objects under his own hands to another party, he cannot be charged under the Fiduciary Law, because the fiduciary agreement is invalid or legal without the creditor's knowledge and can be reported on charges of embezzlement in accordance with Article 372 of the Criminal Code by creditor. However, this can weaken the position of creditors in exercising their executorial rights.

The activity of transferring the object of fiduciary collateral carried out by the debtor without the knowledge or involvement of the creditor is of course categorized as an unlawful act and even falls into the category of a criminal act. Because the object of fiduciary collateral that is transferred is collateral for the debtor's debt to the creditor, it is very appropriate if criminal sanctions are applied to debtors who have bad faith in transferring the object of fiduciary collateral. Apart from being able to provide legal protection for creditors, it can also provide legal certainty for debt repayment by debtors. Of course, these criminal sanctions can provide a deterrent effect for debtors who have bad intentions and also teach Indonesian people to be more honest and trustworthy when given trust by anyone. However, resolving cases of transferring fiduciary collateral objects through legal channels takes a long time, and it is not certain that the debtor will be able to return the credit debt to the creditor, because the debtor is ultimately convicted of embezzlement and cannot make any effort to pay off the credit..

The steps taken by the Semarang Police to attempt the criminal act of transferring fiduciary collateral objects in Semarang City, prioritize the deliberation route first. As the results of interviews with Aipda Haryadi, S.H., M.H. as an Assistant Investigator at the Semarang Police, that the first step for the Semarang Police in handling the case of transferring the object of fiduciary collateral was to receive the report of the fiduciary crime. The next step is to find the best way to reconcile the two parties through penal mediation (restorative justice) so that both parties get mutually beneficial results.¹⁸

¹⁸ Aipda Haryadi, S.H., M.H., *Interview, as Assistant Investigator* in Polrestabes Semarang,

The efforts of the Semarang Police in resolving the criminal case of transferring fiduciary collateral objects is a form of law enforcement against Law Number 42 of 1999 and the Criminal Code, which is carried out through a restorative justice approach with its discretionary authority. Law enforcement in the form of actions and decisions of law enforcement agencies is an essential area. The reason is, in law enforcement, legal norms which are general and abstract in nature are applied in various cases on a concrete case by case basis, in this implementation process which is given a very wide space for interpretation, so that it should make the legal objectives the direction that must be taken. In fact, It is not impossible that in implementing or enforcing a legal rule, discretionary action must be taken by taking into account what must be achieved by the objectives of the law itself. At the same time, opportunities are also created to abuse power, as a side effect of the wide open space for implementation, interpretation and discretion.¹⁹

3.2. Obstacles in law enforcement in criminal acts of transfer of fiduciary collateral objects by debtors based on restorative justice

Obstacles to law enforcement in the criminal act of transferring fiduciary collateral objects by debtors based on restorative justice at the Semarang Police and resolution efforts, namely:²⁰

Legal structure, lack of understanding and weak recognition by some police officers of their authority to implement restorative justice; Some police officers are concerned because they think they are taking an illegal route or not following the procedures regulated by law. As for the solution, it is necessary to socialize and improve the quality of human resources in the police, so that all police officers better understand resolving cases using a restorative justice approach.

Legal substance: There are no arrangements for resolving criminal cases involving the transfer of fiduciary collateral objects using restorative justice through penal mediation in Law Number 42 of 1999; There are no regulations regarding the procedures and requirements for the use of penal mediation in handling criminal cases involving the transfer of fiduciary collateral objects. The resolution effort is to carry out an ideal legal construction in resolving the criminal act of transferring the object of fiduciary collateral by including penal mediation in the context of renewing national criminal law.

¹⁹ Anas Yusuf, *Implementasi Restorative Justice Dalam Penegakan Hukum Oleh Polri, Demi Mewujudkan Keadilan Substantif*, Cetakan Pertama, Universitas Trisakti, Jakarta, 2016, page. 9-10.

²⁰ Aipda Haryadi, S.H., M.H., *Interview, as Assistant Investigator in Polrestabes Semarang*,

Legal culture, public attitudes, especially debtors who underestimate the ease of fiduciary guarantees in submitting credit applications; Lack of public legal awareness in obeying the law, especially contract law. The negative view from the public is that the choice of steps to take a restorative justice approach is just a trick of the police to obtain material benefits from the reporter or complainant or the victim (creditor). The solution is to socialize and provide guidance to the community regarding the importance of community legal awareness in the law enforcement process, and also the implementation of obligations for the community regarding agreements that have been made.

4. Conclusion

Law enforcement in the criminal act of transferring the object of fiduciary collateral by a debtor based on restorative justice begins with receiving a report of the fiduciary crime, and then looks for the best way to reconcile the two parties through penal mediation so that both parties obtain a mutually beneficial result. Obstacles to law enforcement in criminal acts of transferring fiduciary collateral objects by debtors based on restorative justice Legal structure, lack of understanding Concerns of some police officers. The solution is to socialize and improve the quality of human resources in the police. Legal substance: There are no arrangements for resolving criminal cases involving the transfer of objects of fiduciary collateral using restorative justice through penal mediation. The resolution effort is to carry out an ideal legal construction in resolving criminal acts of transferring objects of fiduciary collateral by including penal mediation in the context of renewing the national criminal law. Legal culture, public attitudes, especially debtors who underestimate the ease of fiduciary guarantees in submitting credit applications; Lack of community legal awareness. The solution to this is socialization and guidance for the community regarding the importance of community legal awareness in the law enforcement process, and also the implementation of the community's obligations regarding agreements that have been made.

5. References

Agus Budiando dan Umar Ma'ruf, *Law Enforcement Against Transfer of Objects Fiduciary in Kudus Police*, Jurnal Daulat Hukum, Vol. 2 No. 1, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, Maret 2019, h. 103-104.

Aipda Haryadi, S.H., M.H., *Interview, as Assistant Investigator* in Polrestabes Semarang,

- Anas Yusuf, *Implementasi Restorative Justice Dalam Penegakan Hukum Oleh Polri, Demi Mewujudkan Keadilan Substantif*, Cetakan Pertama, Universitas Trisakti, Jakarta, 2016, page. 9-10.
- Dhika Rachmat Pratama dan Amin Purnawan, *Default In And Credit Agreement And Implementation Of Solution Efforts (A Case Study Of Decision 336/Pdt/G/2016/Pn. Smg)*, Jurnal Daulat Hukum, Vol. 1 No. 2, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, Juni 2018, page. 345.
- Fadillah Hanum, *Legal Protection Of Fiduciary Protectors In Implementation Of The Execution Of Motor Vehicle Fiduciary Guarantees Four Wheels*, *Jurnal Penelitian Law Jurnal*, Vol III No 1, 2022, page 17
- Herowati Poesoko, *Parate Executie Obyek Hak Tanggungan (Inkonsistensi, Konflik Norma dan Kesesatan Penalaran Dalam UUHT)*, Cetakan Kesatu, Laksbang Pressindo, Yogyakarta, 2007, page. 185.
- Kustriyo dan Aryani Witasari, *Abuse of Authority in Position and Redemption of Credit Fictitious Apparatus for Civil State (ASN) PD. Bank Perkreditan Rakyat (BPR) Sumber, Cirebon District*, Jurnal Daulat Hukum, Vol. 1 No. 3, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, September 2018, page. 754.
- Mukti Fajar ND dan Yulianto Achmad, *Dualisme Penelitian Hukum Normatif dan Empiris*, Pustaka Pelajar, Yogyakarta, 2010, page. 183.
- Natalia Lumare, L. C., & Djajaputra, G. (2023). Identifikasi Perlindungan Hukum Terhadap Debitur Atas Pelaksanaan Lelang Berdasarkan Undang-Undang Hak Tanggungan. *UNES Law Review*, 6(1), 2023, page. 3261-3168.
- Rachmadi Usman, *Meaning of Transfer of Ownership Rights of Objects Fiduciary Guarantee Based on Trust*, *JH lus Quia Lustum*, Vol 28 Issue 1, januari 2021, page 139-162
- Rahmat Wiguna, *Penerapan Sanksi Pidana Terhadap Perbuatan Pengalihan Barang Jaminan Fidusia (Studi Kasus Pada Polres Serang Kota)*, *Jurnal Hukum dan Pembangunan*, Vol 51 No. 4 2021, page 1123-1139
- Riskha Amaliya Lubis dan Maryanto, *Outcome Measures Non-Performing Loans on BPR Sejahtera Klaten of Central Java*, Jurnal Daulat Hukum, Vol. 1 No. 3, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, September 2018, page. 779.
- Ronny Hanitijo Soemitro, *Metodologi Penelitian Hukum dan Jurimetri*, Ghalia Indonesia, Jakarta, 1990, page. 33.

- Ruslan Abd Ghofur N., *Gadai Syariah, Teori dan Prakteknya di Indonesia*, LKiS Printing Cemerlang, Yogyakarta, 2012, page. 4.
- Sandi Pratama Putra Bali. Hak Kebendaan dan Keabsahan Perjanjian Kebendaan Virtual Land di Dalam Metaverse Ditinjau Berdasarkan KUHperdata. *Amandemen: Jurnal Ilmu Pertahanan, Politik Dan Hukum Indonesia*, 1(3), 2024, page. 175–187.
- Sri Kusriyah, Bambang Tri Bawono, dan Suwanto, *Criminal Aspects Of The Fiduciary Guarantee Transfer As Decision Basis On Criminal Justice Process*, Jurnal Daulat Hukum, Vol. 3 No. 1, Fakultas Hukum Universitas Islam Sultan Agung, Semarang, Maret 2020, page. 95.
- Sri Soedewi Masjchoen, *Hukum Jaminan di Indonesia Pokok-pokok Hukum Jaminan dan Jaminan Perorangan*, Liberty, Yogyakarta, 2003, page. 2.