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Legal Protection for Creditors as Holders of Fiduciary Rights Against Unlawful Transfer of Motor Vehicles by Debtors in Financing Agreements

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Abstract: Motor vehicle financing agreements with fiduciary guarantees are a common practice in consumer financing in Indonesia. In practice, debtors often transfer the fiduciary object, such as a motor vehicle, to a third party without the written consent of the creditor, which is contrary to the provisions of Article 23(2) of Law No. 42 of 1999 on Fiduciary Security. Such actions not only violate the agreed-upon agreement but also constitute unlawful acts and may even be classified as criminal embezzlement as stipulated in Article 36 of the Fiduciary Law and Article 372 of the Criminal Code. This study aims to analyze the forms of unlawful transfers, the legal consequences for the debtor, and the legal protections available to the creditor as the holder of the fiduciary right. The methodological approach used is a normative legal analysis, with primary and secondary legal sources including legislation, doctrine, and court rulings. The analysis indicates that legal protection is available both preventively through fiduciary registration and contract clauses, and repressively through civil lawsuits and criminal reports. However, the implementation of legal protection still faces obstacles, including weak law enforcement, low legal literacy among the public, and the suboptimal role of law enforcement officials. Therefore, efforts are needed to enhance the effectiveness of legal protection through regulatory updates and legal education for the public to prevent further violations of fiduciary collateral.

Keywords: legal protection, fiduciary, transfer of motor vehicles, unlawful acts, creditors.

Abstrak: Perjanjian pembiayaan kendaraan bermotor dengan jaminan fidusia merupakan praktik umum dalam pembiayaan konsumen di Indonesia. Dalam praktiknya, debitur seringkali mengalihkan objek fidusia, seperti kendaraan bermotor, kepada pihak ketiga tanpa persetujuan tertulis dari kreditur, yang bertentangan dengan ketentuan Pasal 23 ayat (2) Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia. Tindakan tersebut tidak hanya melanggar perjanjian yang disepakati, tetapi juga merupakan tindakan ilegal dan bahkan dapat diklasifikasikan sebagai penggelapan pidana sebagaimana diatur dalam Pasal 36 Undang-Undang Jaminan Fidusia dan Pasal 372 Kitab Undang-Undang Hukum Pidana. Studi ini bertujuan untuk menganalisis bentuk-bentuk pengalihan ilegal, konsekuensi hukum bagi

debitur, dan perlindungan hukum yang tersedia bagi kreditur sebagai pemegang hak fidusia. Pendekatan metodologis yang digunakan adalah analisis hukum normatif, dengan sumber hukum primer dan sekunder termasuk peraturan perundang-undangan, doktrin, dan putusan pengadilan. Analisis menunjukkan bahwa perlindungan hukum tersedia baik secara preventif melalui pendaftaran fidusia dan klausul kontrak, maupun secara represif melalui gugatan perdata dan laporan pidana. Namun, implementasi perlindungan hukum masih menghadapi hambatan, termasuk penegakan hukum yang lemah, rendahnya literasi hukum di masyarakat, dan peran penegak hukum yang kurang optimal. Oleh karena itu, diperlukan upaya untuk meningkatkan efektivitas perlindungan hukum melalui pembaruan regulasi dan pendidikan hukum bagi masyarakat guna mencegah pelanggaran lebih lanjut terhadap jaminan fidusia.

Kata Kunci: perlindungan hukum, fidusia, transfer kendaraan bermotor, tindakan ilegal, kreditor.

INTRODUCTION

Motor vehicle financing using fiduciary collateral has become the primary option in Indonesia's consumer finance industry (Wahyu, 2024). This scheme allows people to obtain motor vehicles without paying cash, but rather through an installment system with fiduciary collateral on the vehicle. In practice, the vehicle that is the subject of the financing remains under the physical control of the debtor, while legal ownership is restricted by a fiduciary agreement that grants property rights to the creditor (Daming, 2021). Provisions regarding this matter are regulated in Law No. 42 of 1999 on Fiduciary Guarantees, specifically, Article 1 paragraph (2), which explains that fiduciary is the transfer of ownership rights of an object based on trust (Lumbanraja, 2023). The fiduciary scheme is considered effective because it provides legal security for creditors without interfering with the debtor's use of the property (Sazali, 2024).

The practice of transferring motor vehicles that are still under fiduciary status without the creditor's consent often occurs and raises complex legal issues (Yulia, 2024). Debtors in certain circumstances often transfer, sell, or even pledge vehicles that are still subject to fiduciary collateral to third parties, either knowingly or to avoid payment obligations (Nasokha, 2024). Such actions are legally in violation of Article 23(2) of Law No. 42 of 1999, which states that debtors are prohibited from transferring, pledging, or leasing objects that are subject to fiduciary collateral without the written consent of the creditor (Hamka, 2023). Violations of this provision have the potential to harm creditors because they lose control over the collateral. In many cases, the vehicle is already in the hands of a third party before the creditor becomes aware of the transfer.

Legal protection for creditors is crucial given their position as parties providing high-risk financing (Lubis, 2023). From a civil law perspective, a debtor's act of transferring the fiduciary object without permission is considered a breach of contract, as it violates the terms of the agreement (Shania, 2022). In this case, the creditor is entitled to demand performance or compensation based on the provisions of Article 1239 of the Civil Code, which states that a debtor who fails to fulfil their obligations is liable for the resulting losses (Suryoutomo, 2025). Legal protection not only concerns the rights to the collateral object but also the recovery of losses incurred due to unlawful acts.

Legal certainty regarding the creditor's rights is further strengthened through the fiduciary collateral registration system regulated in Article 11 of Law No. 42 of 1999, which requires every fiduciary agreement to be registered to have executory force (Wilianita, 2024). Once the fiduciary collateral has been registered at the Fiduciary Registration Office of the Ministry of Law and Human Rights, the creditor has a preferential right to execute the collateral if the

debtor defaults (Pasaribu, 2022). This is confirmed in Article 15(2) of the same law, which grants enforceability to the fiduciary guarantee certificate. Thus, the creditor does not need to file a lawsuit in court to take over the collateral; they can simply submit an execution request directly through the assistance of the competent authorities.

The fiduciary collateral system in motor vehicle financing has unique characteristics because the collateral remains in the debtor's possession. The creditor only obtains property rights over the vehicle through a valid fiduciary deed and official registration (Gunawan, 2022). The consequence of this model is the emergence of vulnerability to unilateral actions by debtors who feel they have physical control over the vehicle. The creditor's rights may be ignored if the debtor does not understand or deliberately disregards the legal restrictions attached to the vehicle as a fiduciary object. This situation often occurs when the vehicle is transferred to another party without notification or valid documents. Fiduciary objects should not be transferred without the written consent of the creditor as the holder of valid property rights (Dharma, 2024).

A financing agreement in this context is a consensual agreement that creates rights and obligations for both parties. The creditor is obliged to provide funds by the amount of financing, while the debtor is obliged to repay the funds following the agreed payment scheme (Rahmania, 2025). Typically, financing agreements include a clause stating that the vehicle may not be transferred before full repayment, and any breach of this clause may result in the creditor terminating the agreement unilaterally. This provision is legally valid based on the principle of freedom of contract as stipulated in Article 1338 paragraph (1) of the Civil Code, which states that all agreements made legally are binding as law for the parties who made them (Ali, 2022). Thus, a violation of the transfer prohibition clause can be used as the basis for a legal claim.

The registration of fiduciary collateral also serves as a form of legal protection for creditors to avoid disputes over ownership of the collateral. With the registration system regulated by Ministry of Law and Human Rights Regulation No. 9 of 2013, every registered fiduciary right will be recorded in the Fiduciary Registration Administration System (SIAP Fidusia), so that the legal status of the vehicle as a fiduciary object can be verified digitally (Ufathi, 2021). Third parties purchasing vehicles should also be able to check the collateral status before conducting a transaction. Unfortunately, in practice, many buyers do not check the fiduciary status of the vehicle they are purchasing, leading to further disputes between buyers and creditors (Maitsaa'Jaudah, 2024).

Legal provisions regarding the rights and obligations of the parties in a fiduciary agreement create a balance of protection between creditors and debtors. Creditors have the right to execute collateral if the debtor defaults, while debtors still have the right to use the vehicle as long as they fulfil their payment obligations (Karmila, 2022). In the event of a breach by the debtor, the creditor may use the non-judicial enforcement mechanism guaranteed by law, thereby avoiding lengthy court proceedings (Husen, 2023). However, the effectiveness of this protection remains highly dependent on the debtor's compliance with the terms of the agreement and the public's understanding of the function of fiduciary collateral.

The existence of laws and regulations governing fiduciary agreements has provided a sufficiently strong legal basis for the protection of creditors' rights. However, in practice, many debtors ignore the prohibition on transferring fiduciary objects, either due to ignorance or bad faith. This phenomenon causes significant losses for creditors and creates legal uncertainty for third parties who receive the transfer of vehicles without knowing their fiduciary status. Ideal legal protection requires the active role of all parties, including the competent authorities, to ensure that every fiduciary agreement is implemented under applicable legal norms.

Efforts to prevent unlawful transfers of vehicles must begin with clear legal provisions in financing contracts and educating consumers about the potential legal consequences. Creditors can also strengthen oversight of vehicles still under instalment payments through tracking

systems or regular reporting. The government, through the Ministry of Law and Human Rights, can develop a more transparent and accessible registration system for the public. Synergy between normative legal protection and on-the-ground oversight practices is key to achieving a fair, safe, and equitable financing system for all parties involved.

METHOD

The research method used in writing this journal is the normative juridical method, which is a method that focuses on the study of applicable legal norms as the basis for analyzing the legal issues raised. This method is used to examine the laws and regulations governing fiduciary guarantees, financing agreements, and relevant criminal and civil provisions related to the transfer of fiduciary objects without the consent of the creditor. The approaches used include a legal approach and a conceptual approach. The legal approach is used to analyze the provisions contained in Law No. 42 of 1999 on Fiduciary Guarantees, the Civil Code (KUHP), the Criminal Code (KUHP), as well as other implementing regulations such as the Ministry of Law and Human Rights Regulation No. 9 of 2013 on the Registration of Fiduciary Security. Meanwhile, the conceptual approach was conducted by examining legal doctrines, civil and criminal law theories, and relevant literature to understand the concept of legal protection for creditors and forms of unlawful acts in the context of the transfer of motor vehicles pledged as fiduciary security. This investigation does not use empirical data or interviews but is purely based on secondary legal materials such as books, legal journals, and court decisions. With this method, it is expected that a comprehensive understanding of legal protection for creditors and normative solutions to legal issues arising from the unlawful transfer of fiduciary objects can be obtained.

RESULT AND DISCUSSION

Legal Analysis of Unlawful Acts Committed by Debtors in Transferring Fiduciary Collateral Objects Without Creditor Consent

The transfer of fiduciary collateral without the creditor's consent is a phenomenon that is increasingly common in motor vehicle financing practices. Debtors who receive vehicle financing often deliberately or due to economic necessity transfer ownership of the vehicle to a third party. This transfer is through mechanisms such as sale, pledge, or other forms of transfer that disregard the written consent of the creditor. However, Article 23(2) of Law No. 42 of 1999 on Fiduciary Security explicitly prohibits the transfer of fiduciary collateral without the written consent of the fiduciary beneficiary. This prohibition is not merely administrative but has serious legal implications if violated. Violations of this provision may be classified as unlawful acts causing harm to the creditor.

The modus operandi of unlawful transfer of fiduciary collateral objects includes various forms that are often structured and intentional. Some concrete cases reveal a pattern where debtors sell vehicles to third parties through online platforms, even without disclosing that the vehicles are still subject to fiduciary collateral. It is also not uncommon for vehicles to be used as secondary collateral for informal financial institutions, which is legally contrary to the exclusive nature of fiduciary principles. Such practices indicate gaps in oversight and a lack of understanding among debtors regarding the legal consequences. Article 23 of Law No. 42 of 1999 states that any transfer without the creditor's written consent constitutes a legal violation. The absence of adequate oversight by financing institutions also exacerbates this phenomenon.

Debtors who transfer fiduciary objects without the creditor's permission may be classified as parties in breach of contract. In civil law, this action violates the contractual obligations agreed upon in the financing agreement. In addition to breach of contract, such actions may also fall under the category of unlawful acts (PMH) as they cause actual losses to the creditor as the holder of the fiduciary security rights. Violations of fiduciary provisions not only have

implications for civil compensation claims but also open the door to criminal proceedings. This demonstrates that the legal aspects of motor vehicle financing not only concern civil relationships but also touch on criminal law when serious violations occur. Unauthorized transfers reflect a breach of trust in the legal relationship between the creditor and the debtor.

Criminal sanctions against debtors who transfer property without the creditor's consent are stipulated in Article 36 of Law No. 42 of 1999. This article states that anyone who transfers, pledges, or leases a fiduciary collateral object without the written consent of the fiduciary recipient may be punished with imprisonment for a maximum of two years and a fine of up to Rp50,000,000.00. This provision aims to deter debtors who intentionally abuse their rights over the collateral object. The criminal provisions in the fiduciary law serve as evidence that breaches of financing agreements not only have civil law implications but can also be prosecuted through criminal law mechanisms. These sanctions constitute a form of protection for the legal interests of creditors who have legally acquired rights to the collateral. The implementation of these criminal sanctions requires support from law enforcement authorities and creditors themselves by actively reporting any transfers.

In the context of general criminal law, the transfer of fiduciary objects without permission may also be associated with the criminal offense of embezzlement as regulated in Article 372 of the Criminal Code (KUHP). The article states that embezzlement is the act of taking property that is wholly or partially owned by another person who has it, not due to a crime, to unlawfully possess it. When a debtor sells or transfers a vehicle that is still under fiduciary collateral, the elements of Article 372 of the KUHP are fulfilled because the debtor has control over the vehicle not for ownership but as an object of financing. Such actions are considered a form of abuse of trust in a legal relationship. This approach provides an alternative to prosecuting perpetrators not only under the Fiduciary Law but also through the KUHP.

Creditors as fiduciary recipients have the right to obtain legal protection in the event of unlawful actions by debtors. This protection is divided into two forms, namely preventive and repressive legal protection. In its preventive form, creditors can protect their rights through strict contractual clauses, including prohibitions on the transfer of vehicles without permission and the obligation to register fiduciary guarantees. A fiduciary security deed drawn up by a notary is a critical instrument for strengthening the creditor's legal position. Preventive protection also includes educating the debtor about the legal risks of unauthorized transfer. This strategy aims to minimize the potential for disputes in the future.

Repressive legal protection for creditors is carried out through legal action when a debtor commits a violation. Creditors can file a civil lawsuit on the basis of breach of contract or unlawful acts to obtain compensation. Additionally, a criminal report can be filed with the police if the debtor is proven to have transferred the vehicle without permission. The mechanism provides assurance to creditors that they will retain their rights to the collateral that has been legally provided. Criminal legal proceedings can run concurrently with civil proceedings to strengthen the creditor's legal position. Repressive measures are a firm step that reflects the existence of real and enforceable legal protection.

The role of the fiduciary security deed in the fiduciary legal system is crucial as it serves as authentic evidence of the legal relationship between the creditor and the debtor. This deed is drafted by a notary in accordance with Article 5 of Law No. 42 of 1999 and must be registered at the Fiduciary Registration Office under the Ministry of Law and Human Rights. This registration grants executory power to the fiduciary guarantee, meaning that the creditor can directly enforce the collateral without going through a lawsuit in the event of default. This provision strengthens the legal enforcement power of the creditor in asserting their rights. In practice, online registration evidence further accelerates and simplifies the legal protection process. With this system, creditors can monitor and ensure the legality of the fiduciary guarantee transparently.

The public, as users of motor vehicle financing services, needs to be fully informed about the legal implications of each fiduciary agreement. Many debtors still believe that the financed vehicle has become their absolute property and can be transferred at will. However, legally, the financed asset remains bound as fiduciary collateral until all payment obligations are fully settled. This lack of understanding often becomes the primary cause of violations. The role of financing institutions is crucial in providing adequate legal education to their customers. A good understanding of the law can prevent violations and maintain healthy legal relationships between debtors and creditors.

Strict enforcement of the law against violations of fiduciary object transfers must be a priority in creating a healthy and fair financing climate. Law enforcement officials must have a comprehensive understanding of the fiduciary system and applicable regulations to follow up on reports appropriately. Collaboration between financing institutions, notaries, and the Ministry of Law and Human Rights must also be strengthened to ensure that every fiduciary deed is legally registered and protected. Consistent law enforcement will create a deterrent effect and build trust in the national financing system. Seriousness in applying sanctions for violations will strengthen the legal position of creditors and increase debtor compliance with applicable regulations.

Evaluation of the Law Enforcement Mechanism and Legal Protection Efforts for Creditors in the Settlement of Disputes over the Unlawful Transfer of Fiduciary Guarantee Objects

Law enforcement against unlawful transfer of fiduciary objects in Indonesia still faces serious challenges in practice. Coordination between creditors, law enforcement officials, and courts has not been optimally established. In many cases, reports of violations filed by creditors are not immediately followed up by the police or are protracted in the investigation process. This situation weakens the effectiveness of legal protection for holders of fiduciary rights. The issue becomes even more complex when there is an overlap between civil and criminal law in responding to similar cases. The lack of firmness in law enforcement makes many creditors hesitant to report violations, due to the lengthy process and uncertain outcomes.

Evidence in cases of unlawful transfer of fiduciary objects is also one of the main obstacles. In criminal proceedings, proving that the debtor intentionally transferred the fiduciary object without the creditor's consent often requires documents and testimonies that are difficult to obtain. Article 36 of Law No. 42 of 1999 states that a debtor who transfers, pledges, or leases a fiduciary object without the creditor's written consent may be subject to imprisonment for a maximum of two years and a fine of up to fifty million rupiahs. However, in practice, these provisions are often difficult to enforce because evidence of violations is not always easy to gather, especially if the debtor transfers the collateral to a third party acting in good faith. The legal process ultimately depends on the subjective interpretation of law enforcement officials, who often do not favor the interests of the creditor.

The general public does not fully understand that vehicles or goods financed through financing institutions and registered as fiduciary objects cannot be freely sold. This lack of understanding causes many people to unknowingly purchase fiduciary vehicles without confirming their legal status. This ignorance can lead to serious legal problems for both buyers and debtors. Awareness campaigns about the function and characteristics of fiduciary as collateral are still minimal, both from the government and the financing institutions themselves. This situation indicates a lack of preventive efforts to educate the public. As a result, legal ignorance also increases the potential for violations in the transfer of fiduciary objects.

Law enforcement authorities play a crucial role in responding to reports of unlawful transfers of fiduciary objects. As the frontline of criminal investigations, the police should act swiftly upon receiving reports from creditors. In accordance with their authority under Law

No. 2 of 2002 on the National Police of the Republic of Indonesia, the police's duties include investigating and prosecuting all criminal reports. However, in practice, there are often inaccuracies in the classification of reported criminal acts, for example, they are only considered civil defaults and not embezzlement as referred to in Article 372 of the Criminal Code. As a result, the legal process, which should be able to proceed more quickly, is hampered by a lack of synergy in legal understanding among law enforcement agencies.

The Prosecutor's Office, as the public prosecutor, also plays a role in bringing cases to criminal court. After receiving case files from the police, prosecutors must be able to convincingly prove that the elements of a violation of Article 36 of the Fiduciary Law or Article 372 of the Criminal Code are met. The challenges faced by prosecutors generally relate to inconsistent witness statements or incomplete financing documents. The court's decision is the final determinant in assessing whether the debtor's actions constitute a criminal offense or merely a contractual breach. In several Supreme Court decisions, such as Decision No. 1241 K/Pid/2021, the panel of judges emphasized that the transfer of a fiduciary vehicle without the creditor's consent is a criminal act of embezzlement. Such decisions set an important precedent in strengthening the legal position of creditors.

Creditors have two legal avenues they can pursue when faced with debtors who transfer fiduciary objects unlawfully, namely civil and criminal proceedings. In civil proceedings, a lawsuit can be filed on the basis of default in accordance with the provisions of Article 1243 of the Civil Code. The lawsuit strives to seek compensation or fulfillment of obligations from the debtor. Meanwhile, a criminal report may be filed if there are elements of intent and bad faith on the part of the debtor, as stipulated in Article 36 of the Fiduciary Law and Article 372 of the Criminal Code. Creditors may also enforce the collateral based on the Fiduciary Collateral Certificate, which has enforceable power as stipulated in Article 15(2) of the Fiduciary Law. This enforcement mechanism can be done without preliminary court proceedings, provided that the certificate has been properly registered.

The implementation of fiduciary enforcement in practice often faces technical and legal challenges. Although the fiduciary security certificate has the same legal force as a court decision with final and binding effect, the enforcement process often requires court involvement to obtain assistance from law enforcement authorities. In some cases, objections from the debtor or third parties controlling the fiduciary object may hinder smooth enforcement. It indicates that while regulations grant creditors strong authority, the practical implementation of enforcement remains highly dependent on on-the-ground conditions. This issue requires a thorough evaluation of the enforcement procedures to avoid prolonged conflicts. Training and guidance for law enforcement officials are also critical to ensure they understand the legal basis for enforcement actions based on fiduciary certificates.

Alternative dispute resolution can serve as a middle ground in resolving conflicts between creditors and debtors. Mediation is one option that can be pursued before bringing the matter to court. This process allows both parties to find common ground without going through lengthy and costly legal procedures. Resolution through mediation is also in line with the restorative spirit that is now widely adopted in civil dispute resolution. If mediation fails to achieve results, creditors may consider arbitration or bring the case to the Consumer Dispute Resolution Body (BPSK), if the fiduciary object relates to consumer transactions. These alternative mechanisms should be more widely introduced into the financing system and made mandatory clauses in fiduciary agreements.

Preventing cases of unlawful transfer of fiduciary objects should begin with improving public legal literacy. Legal education programs, whether from the government, financing institutions, or non-governmental organizations, are urgently needed to raise awareness about rights and obligations in fiduciary agreements. The public needs to understand that vehicles that are still subject to fiduciary agreements cannot be transferred arbitrarily. This information

can be disseminated through mass media campaigns, legal education in schools, and training for small and medium-sized businesses that frequently use financing schemes. This step not only protects the rights of creditors but also safeguards the public from legal risks. Such preventive measures will create a healthier and safer financing ecosystem.

An evaluation of the legal enforcement system for the transfer of fiduciary objects needs to be complemented by more concrete policy reforms. The government may consider establishing subsidiary regulations under the Fiduciary Law that technically regulate the coordination mechanisms among law enforcement agencies. Additionally, there needs to be a strengthening of the role of the Ministry of Law and Human Rights in monitoring the implementation of fiduciary registration and enforcement through an online system. Full digitalization of the fiduciary law system, from registration to execution, will reduce the administrative barriers that have slowed down the legal process. These reform measures must involve the participation of all interested parties, including financing institutions and consumer associations. In the future, the fiduciary system in Indonesia can become more adaptive to the needs of the times without neglecting legal protection for all parties.

CONCLUSION

Creditors who have registered fiduciary collateral with the competent authority have strong legal power over the collateral, as stipulated in Article 15(1) of Law No. 42 of 1999 on Fiduciary Collateral. This registration gives the fiduciary certificate the same enforceability as a final and binding court decision. If the debtor or a third party transfers the vehicle that is the subject of the fiduciary without the creditor's written consent, such an act constitutes a criminal offense and may be prosecuted under Article 36 of the Fiduciary Law and Article 372 of the Criminal Code on embezzlement. Legal protection for creditors is available both through civil proceedings to claim breach of contract and through criminal proceedings to prosecute legal violations. However, in practice, various challenges still exist, such as weak coordination among law enforcement agencies, public ignorance regarding the status of fiduciary objects, and the suboptimal process of evidence presentation in the criminal justice system. It indicates that while legal norms are in place, their implementation still requires systemic and technical strengthening.

Strategic steps that need to be taken include strengthening the legal protection system through revisions and improvements to certain provisions of Law No. 42 of 1999 to make them more adaptive to current financing practices. Legal education for the public is also urgently needed to improve understanding of legal responsibilities in fiduciary agreements, including the prohibition on transferring collateral without the creditor's consent. Additionally, the responsiveness of law enforcement agencies in receiving, processing, and resolving reports of fiduciary violations must be enhanced to ensure legal certainty and a sense of justice for the parties affected. Coordination between the police, the prosecutor's office, and the courts also needs to be strengthened to avoid overlapping authority or delays in legal proceedings. With a comprehensive and consistent approach, both in terms of regulation and implementation, legal protection for fiduciary objects will be more effective, and public confidence in the legal system can be enhanced.

REFERENCES

- Ali, A. A. (2022). KEPASTIAN HUKUM PENERAPAN ASAS KEBEBASAN BERKONTRAK DALAM SEBUAH PERJANJIAN BAKU DITINJAU BERDASARKAN PASAL 1338 KITAB UNDANG-UNDANG HUKUM PERDATA. *SENTRI: Jurnal Riset Ilmiah*, 1(2), 270-278.
- Daming, S. &. (2021). Tinjauan Filsafat Hukum Terhadap Keberadaan Jaminan Fidusia Dalam Perjanjian Leasing Kepemilikan Kendaraan Bermotor. *YUSTISI*, 8(2), 131-151.

- Dharma, Y. A. (2024). Analisis Yuridis Peralihan Jaminan Fidusia Kepada Pihak Ketiga Tanpa Sepengetahuan Kreditur. *Jurisprudensi: Jurnal Ilmu Syariah, Perundang-Undangan Dan Ekonomi Islam*, 16(2), 364-377.
- Gunawan, M. R. (2022). Prosedur Eksekusi Objek Jaminan Fidusia Dalam Perjanjian Kredit Kendaraan Bermotor. *Notarius*, 15(1), 296-309.
- Hamka, H. (2023). Pemidanaan Pengalihan Objek Jaminan Fidusia Tanpa Persetujuan Penerima Fidusia. *Philosophia Law Review*, 3(1), 1-13.
- Husen, R. A. (2023). Pertanggungjawaban Debitur Terhadap Kreditur Pada Perjanjian Kredit Dengan Jaminan Fidusia. *PATTIMURA Law Study Review*, 1(1), 102-110.
- Karmila, K. &. (2022). Tinjauan Hukum Terhadap Tanggung Jawab Debitur Kepada Kreditur Dalam Perjanjian Kredit Dengan Jaminan Fidusia. *Lakidende Law Review*, 1(2), 147-160.
- Lubis, M. A. (2023). Perlindungan Hukum Terhadap Kreditur Sebagai Pemegang Hak Jaminan Dalam Perkara Debitur Wanprestasi. *Jurnal Interpretasi Hukum*, 4(2), 337-343.
- Lumbanraja, E. D. (2023). Eksekusi Benda Jaminan Fidusia: Analisis Konseptual Dalam Undang-Undang Jaminan Fidusia. *Diponegoro Private Law Review*, 8(2), 132-150.
- Maitsaa'Jaudah, T. (2024). Problematika Pendaftaran Jaminan Fidusia melalui Sistem AHU Online. *Borobudur Law and Society Journal*, 3(4), 180-188.
- Nasokha, S. H. (2024). *EKSEKUSI JAMINAN FIDUSIA AKIBAT DEBITUR WANPRESTASI*. Jakarta: Damera Press.
- Pasaribu, Y. M. (2022). Penerapan Pendaftaran Jaminan Fidusia Secara Elektronik Oleh Kreditur Ditinjau Dari Peraturan Menteri Hukum Dan Ham Nomor 9 Tahun 2013. *Legalitas: Jurnal Hukum*, 14(1), 87-93.
- Rahmania, D. H. (2025). Hak dan Kewajiban Dalam Jaminan Hipotik: Kajian Dalam Asas Proporsionalitas Dalam Perjanjian Kredit. *Socius: Jurnal Penelitian Ilmu-Ilmu Sosial*, 2(10), 107-115.
- Sazali, R. F. (2024). MEWUJUDKAN KEPASTIAN HUKUM YANG BERKEADILAN DALAM PELAKSANAAN EKSEKUSI JAMINAN FIDUSIA. *Journal of Innovation Research and Knowledge*, 4(3), 1625-1652.
- Shania, I. S. (2022). Akibat Hukum Debitor yang Menyewakan objek Jaminan fidusia Tanpa Persetujuan tertulis Kreditur. *DIVERSI: Jurnal Hukum*, 8(1), 55-77.
- Suryoutomo, M. S. (2025). Tanggung Jawab Perdata dalam Kasus Wanprestasi dan Perbuatan Melawan Hukum. *Jurnal Kolaboratif Sains*, 8(4).
- Ufathi, N. A. (2021). Pendaftaran Akta Jaminan Fidusia Secara Online. *Al Qodiri: Jurnal Pendidikan, Sosial dan Keagamaan*, 18(3), 622-631.
- Wahyu, A. A. (2024). Aspek Kepastian Hukum dalam Perjanjian Jaminan Fidusia. *Binamulia Hukum*, 13(2), 429-445.
- Wilianita, A. R. (2024). Akibat Hukum Jaminan Fidusia Yang Tidak Didaftarkan Secara Elektronik (Online) Dihubungkan Dengan Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia. *Jurnal Ilmu Hukum, Humaniora dan Politik (JIHHP)*, 4(6).
- Yulia, R. (2024). TINJAUAN YURIDIS PERKEMBANGAN HUKUM JAMINAN DI INDONESIA. *JUDAKUM: JURNAL DEDIKASI HUKUM*, 3(3), 119-128.