



Legal Protection Of Creditors As Collateral Owners For Auctions With Civil Lawsuits (Case Study Of Decision Number 743/PDT. G/2021/PN JKT. BRT)

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Abstract

Law is a coercive regulation, which determines the calculation of human practice within the scope of society made by the official body of the authorities, which violation of the regulation results in the taking of action, namely with certain laws. To ensure the continuity of the balance in the relationship between members of the community, a legal regulation is needed, where any violation of the law will be subject to punitive sanctions. In order to maintain the rule of law, it can continue and be accepted by the community and must be in accordance with and must not conflict with the principle of justice, namely the purpose of the law to ensure legal certainty in society and the law must be based on justice. In meeting the daily needs of life, it requires the interaction of each individual in trying where every business needs a capital while not all entrepreneurs have enough capital to grow their business. Through financial institutions themselves, namely human banks, they can find solutions by borrowing capital used for business. In making a loan, there is a dependent right that is used as collateral for the debt. After making achievements or paying debt repayment obligations, no one knows about the upcoming circumstances such as natural disasters which will cause the credit to become bad. So that the guaranteed dependent rights will be the auctioned goods to relieve the debt. So that when conducting an auction the bank as the money lender will receive money from the winner of the auction, but the borrower of the money has applied for a credit extension and did not get a warning letter or some from the bank so that the borrower of money or debtor filed a civil lawsuit against the bank, namely the creditor, and what are the rights of the debtor, creditor and winner of the auction.

Keywords: Legal Protection, Legal Certainty, Auction.





1. INTRODUCTION

Indonesia is a country with rapid economic development and national development, which basically causes an increase in industrial and trade activities. Therefore, the capital sector in developing a business also increases, but not all entrepreneurs in developing their business have sufficient capital to develop a business or business for entrepreneurs. In an effort to welcome these needs, individuals as humans generally often have the hope of being able to complete all their needs and desires. However, basically the diversity of needs of each individual is a certainty, where there are several things that must be prioritized, there are things that are secondary, and things that can be postponed fulfillment until in the future. (Gatot Supramono ,2013)

In social life, each individual aims and tries as much as possible in order to fulfill all his needs. In order to achieve this goal, there needs to be correlation or interaction with other individuals in society and to provide protection for what is in their interests. (Soeroso ,2006) Every human being is subject to law from the moment the individual is born until the day the individual dies. The subject of law is all things based on law that hold rights and obligations. Law is all rules that have a rigid nature where the rules provide determinations about the actions and attitudes of individuals as social beings compiled by formal and official institutions and given certain obligations. Violation of these regulations has an impact on making a decision, namely with certain laws. According to C.S.T Kansil, "to ensure the continuity of balance in relations between members of society, a rule of law is needed, under which every violator of the law will be subject to punitive sanctions. In order to maintain the rule of law can continue and be accepted by the community and must be in accordance with and must not conflict with the principle of justice, the purpose of law is to ensure legal certainty in society and the law must be based on justice, namely the principle of justice from the community".(C.S.T. Kansil, 1998). In meeting these needs, each individual interacts with other individuals, in carrying out these interactions, of course, there are agreements, agreements, or contracts to maintain these interactions to suit the needs of each individual . In Dutch, treaty translates to "overeenkomst" and treaty law is "overeenkomstenrecht". Article 1313 of the Civil Code defines an agreement or can also be called an agreement, "An agreement is an act by which one or more persons bind themselves to one or more other persons." The event causes an interaction or legal relationship between one individual and another individual and is called an engagement According to Soediman Kartohadiprodo, "The law of engagement is all legal rules that regulate the rights and obligations of a person originating from his actions in the environment of wealth law". (Kartohadiprodo,1984).





According to Subekti, "an engagement is a legal relationship between one individual and another individual or two parties, based on one party having the right to demand something from the other party, and the other party is obliged to fulfill that demand". The party who has the right to sue something is called a creditor, while the party who is obliged to fulfill a demand is called a debtor. (Daeng Naja , 2009) The Law of Engagement is regulated in Chapter III of the Civil Code.(Tutik, 2006). In Civil Law Science, "an engagement is defined as a legal relationship that occurs between 2 (two) or more people, located in the field of property, where one party is entitled to an achievement and the other party is obliged to fulfill that achievement . A contract or agreement must meet the conditions for the validity of the agreement, namely the word agreement, competence, certain things and a lawful cause, as specified in Article 1320 of the Civil Code .(Suharnoko,2007) In principle, an agreement that has been made can be canceled if the agreement in its execution will harm certain parties, but also includes any individual who is a third party outside the parties to the agreement. In this case the cancellation of the agreement may occur, either before the engagement born of the agreement is executed or after the performance required under the agreement made is carried out. For the latter circumstance, the provisions of Article 1452 and Article 1452 of the Civil Code provide that any void carries the effect that all property and persons are restored as they were before the agreement was made . The subject's view contained in the Principles of Civil Law contains, "an engagement is a legal relationship between two persons or two parties, in which one party has the right to demand something from the other party who is obliged to fulfill that demand". The development from age to age in human life has a very fast development. In the development of the times, there are so many things that happen outside human beings, there are many accidents or actions that can harm someone. The need for protection that can provide protection for humans or for others either in the form of goods or services or get compensation where one party imposes risks on the other party in accordance with the agreement agreed by both parties, this is what is called a human effort to delegate the risk to other parties or others. Decisions made by humans in living their lives are always faced with a risk of institutions that get to serve the community in obtaining savings and loans or credit is needed by the community, because one way to get the capital is through credit loans provided by the Bank. One of the financial institutions that can provide solutions to these capital problems is banking. The definition of Bank as stated in Article 1 point 2 of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking states namely: "Bank is a business entity that collects funds from the community in the form of deposits, and distributes them to the





community in order to improve the standard of living of many people." According to Law of the Republic of Indonesia Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking Article 3, the main function of Indonesian banking is as a collection and distribution of public funds. The daily activities of banks in general always try to collect as much funds as possible from the public in the form of deposits, and then manage these funds to be distributed back to the community in the form of loans or credits. To be able to carry out the credit, there must be an agreement or agreement between the bank as a creditor and the credit recipient customer as a debtor called a credit agreement . In the provision of credit facilities by the bank, before the loan money or credit facility is given to the credit loan applicant, both parties first enter into an agreement, the contents of the agreement in practice have been prepared and determined in advance by the bank, then after that the transfer of money depends on the nature or type of credit needed by the credit applicant. The agreement entered into before the credit agreement is called a preliminary agreement which is *consensual obligatoir*, in which the parties bind themselves to surrender the guarantee and then receive a sum of money. In providing loans or credit or financing, banks certainly have confidence about the risks that tend to be large when lending so that in every activity in providing credit or financing from banks must adhere to and be guided by the principle of prudence which is also called "the *five C's of credit analysis* " or known as the 5 C's principle, including: character, capital, ability, collateral, and business development of prospective debtors. In principle, "the *five C's of credit analysis*" can provide information in the form of good faith (*willingness to pay*) and *ability to pay* (ability to pay) *debtors in fulfilling their achievements by returning loan money along with interest and other costs*. In providing credit to the public, the bank must feel confident that the funds lent to the public will be returned on time along with interest and on terms mutually agreed upon by the bank and the customer concerned in the credit agreement (Adrian Sutedi, 2010).

In the provision of credit facilities by the bank, before the loan money or credit facility is given to the credit loan applicant, both parties first enter into an agreement, the contents of the agreement in practice have been prepared and determined in advance by the bank, then after that the transfer of money depends on the nature or type of credit needed by the credit applicant. One of the objects that can be used as collateral to obtain credit facilities is land encumbered with Dependent Rights. Land is the most popular debt repayment collateral item by financial institutions that provide credit facilities, because land is generally easy to sell, the price continues to increase, has proof of rights, is difficult to embezzle and can be charged with dependent rights that





give privileges to debtors Dependents also mean as objects used collateral. While the guarantee itself means the dependents of the guarantor received. In practice, loans made by providing collateral as guarantors of the debt, become an alternative solution to the problem when the debtor cannot pay the loan given by the creditor . The definition of auction as contained in Article 1 point 1 of the Regulation of the Minister of Finance of the Republic of Indonesia Number 93 / PMK.06 / 2010 concerning Auction Implementation Guidelines that: "Auction is the sale of goods that are open to the public with written and/or oral price bids that increase or decrease to reach the highest price preceded by the announcement of the auction." The implementation of auctions in Indonesia is classified into 2 (two) groups, namely:

1. Execution auction, is an auction to carry out court decisions or determinations, other documents likened to it and / or implement the provisions in laws and regulations .
2. Non-execution auction, is an auction outside the execution of a court decision or determination, other documents that are likened to it, in accordance with applicable laws and regulations .

Auctions that are canceled in accordance with court decisions, then the auctions carried out are a manifestation of the existence of preferred or preferred rights that have been provided by laws and regulations, especially on Dependent Rights which arise uncertainty. One example of a case that will be discussed is Mr. Omar as the Plaintiff and Debtor lending credit to Bank Mayora as a Creditor and the Defendant initially paid Mr. Omar's credit to perform his obligations or prestige as a Debtor smoothly, but due to the Covid 19 pandemic Mr. Omar experienced difficulties that had an impact on his business so that he experienced a bottleneck in his credit payments. In the end, Bank Mayora conducted an auction of its title certificate. So Mr. Omar filed a civil lawsuit against Mr. Omar. One of the motives that became the basis for filing a lawsuit for the auction that had been completed was because the plaintiff felt aggrieved in the event that the plaintiff's collateral object was sold at a limit value that was not in accordance with applicable laws and regulations, such as being sold at a lower limit value and Bank Mayora did not provide a warning letter or summons to Mr. Omar in advance where Mr. Omar had submitted an application creditBased on the background stated above, the author is interested in conducting further research which is then outlined in a journal with the title "Legal Protection of Execution of Property Rights





Certificates and Building Use Rights with Civil Lawsuits (Case Study of Decision Number 743/Pdt.G/2021/PN Jkt.Brt)."

1.1 Problem Formulation

Based on the description in the background, the problem formulation in this journal is:

1. What is the legal protection provided to creditors as collateral owners for auctions with civil lawsuits?
2. How is the legal certainty for the parties with a civil lawsuit over the collateral object in the form of a Certificate of Ownership and Building Guana Rights guaranteed through auction?

2. RESEARCH METHODS

Research methods are methods or methods used to process data, collect data, analyze data, and summarize data based on the formulation of a problem or a problem that the author is researching. This legal research aims to study legal symptoms carried out with a series of scientific implementation in accordance with its application .

1. Types of Research

According to Soerjono Soekanto, "when viewed from the point of research objectives, legal research can be classified into 2 (two) types, namely normative legal research and empirical legal research". In this writing, the research method used is normative legal research which due to the problems in this study uses or must be researched based on literature studies such as laws and regulations, books, and so on.

2. Types of Research Approaches

In this study the type of research approach used is the *legislative approach (statute approach)*, where this approach is carried out by looking for laws and regulations regarding or related to the issue, the collection of legal materials is carried out by reading, viewing, listening or through internet media. After being collected, the next stage is processing the data in such a way that the data and legal materials are arranged in a systematic way.

3. Data Type

The type of data used in this study is secondary data which is meant by secondary data is data obtained through, journals or law books that contain a basic principle or legal principle, or the views of legal experts.





a. Primary Data

Primary legal material is legal material that has an authoritative nature, or has binding force. Primary legal material consists of laws and regulations, official records or minutes in making laws, and judges' decisions .

b. Secondary Data

Secondary data is in the form of all publications on law that are not formal, non-binding documents, which include reading books, legal dictionaries, legal journals, and commentaries on the decisions of the panel of judges .

c. Non-Legal Data

Non-legal materials can be in the form of books related to political science, economics, sociology, philosophy, culture as well as non-legal research reports and non-legal journals as long as they have relevance to the research topic .

4. Data Collection Techniques

Data collection technique is a method used by researchers to collect data related to research problems. The collection of materials is carried out by conducting document studies or literature studies, namely by collecting materials by reading or studying literature reference references.

5. Data Processing Techniques

Data processing techniques used in this normative legal research, data processing and tangible material activities to systematize data and written legal materials by classifying according to the classification of legal materials and compiling research data systematically and logically".

6. Data Analysis Techniques

Data analysis techniques use technical analysis and normative-qualitative based on descriptive data analysis. The data collected are in the form of words (descriptive) obtained from interviews and documents in the form of laws and regulations which are then analyzed qualitatively. This technique is with an analysis method on certain problems and is associated with the expert opinion of legal experts in accordance with applicable laws and regulations and is related to cases about execution auctions with civil lawsuits which are then connected with theories from literature studies, then useful and useful conclusions are made to answer the formulation of the problem in this study.





3. DISCUSSION

3.1 Legal Protection provided to Creditors as collateral owners for auctions with Civil Lawsuits.

Law is a coercive regulation in which the law determines human behavior within the scope of society itself where legal rules are made by official authorities bodies, which violation of the regulation results in taking an action, namely with certain laws, to ensure the breakdown of balance in relations between community members, the need for legal regulations, Where every law violation will have sanctions for violators of the law itself. In order to maintain that legal regulations can continue to be accepted by the community and must be in accordance with and must not conflict with the principle of justice, the purpose of law is created to ensure legal certainty in society and the law must be based on justice itself from society.

The presence of law in society is to guarantee or integrate interests that are usually in conflict with each other, so that a law or rule of law must be able to integrate it so that conflicts of interest can be suppressed to a minimum or as little as possible. Legal protection itself is defined as a protection for victims who have or experience the occurrence of victims of crime who experience losses both material and non-material, both physically and non-physically. In addition, legal protection is also all efforts to fulfill rights and provide assistance to provide a sense of security to victims or witnesses. In other words, legal protection as a description of the function of law, namely the concept by which law can provide justice, order, certainty, expediency and peace.

In terms of freedom, the word legal protection in English is Protection. The term protection according to the Big Dictionary can Indonesian be equated with the term "protection, which means the process or act of protecting".

In general, protection means protecting something from things that are dangerous, something that can be an interest or a thing or goods. In addition, protection also contains the meaning of protection given by someone to weaker people. Thus, legal protection can be interpreted by all government efforts to ensure legal certainty to provide protection to its citizens so that their rights as citizens are not violated, and those who violate them will be subject to sanctions according to applicable regulations. The definition of protection is a shelter, things (deeds and so on) protect .

In meeting these needs, each individual interacts with other individuals, in carrying out these interactions, of course, there are agreements, agreements, or contracts to maintain these interactions to suit the needs of each individual.





Legal protection can also raise questions that then cast doubt on the existence of the law. The law must provide protection to all parties according to their legal status because everyone has equal standing before the law. A legal protection can be bound if it contains the following elements:

- a. There is protection from the government towards its citizens;
- b. Guarantee of legal certainty;
- c. With regard to the rights of its citizens; and
- d. There are punitive sanctions for those who violate it.

Normative legal certainty is when a regulation is made and promulgated with certainty because it regulates clearly and logically. Clear in the sense of not causing doubts (multi-interpretation) and logical. Clear in the sense that it becomes a system of norms with other norms so that it does not clash or cause conflicts of norms. Legal certainty refers to the clear, fixed, consistent and consequent enactment of laws whose implementation cannot be influenced by subjective circumstances. Certainty and justice are not merely moral demands, but factually characterize the law. A law that is uncertain and unwilling to be fair is not just a bad law. The theory of legal certainty has two meanings, namely the first understanding of the existence of general rules that make people or individuals know what actions can or cannot be done, the second understanding is about legal protection for individuals from arbitrary actions of government officials, with these legal rules making individuals able to know the things that can be done by the State to their society.

Certainty provides clarity in carrying out legal actions when the execution of the contract is in the form of performance or when the contract is in default. The law is tasked with creating legal certainty because it aims to create order in society because the law is tasked with creating legal certainty.

Certainty as clarity of norms so that it can be used as a guideline for people who are subject to this regulation. The definition of certainty can be interpreted that there is clarity and firmness to the enactment of laws in society so that there is no wrong interpretation. Legal certainty is the clarity of behavioral scenarios that are general and binding on all citizens of society including legal consequences. Legal certainty is the guarantee that the law is executed, that the entitled under the law can obtain their rights and that the judgment can be enforced. Legal certainty is an inseparable feature of law, especially for written legal norms, which can be enforced and established by an "instrument" within a state. This teaching of legal certainty comes from Juridical-Dogmatic teachings based on the positivistic school of thought in the legal world, which tends to see law as something autonomous, which





is independent, because for adherents of this thought, law is nothing but a collection of rules. For adherents of this sect, the purpose of law is nothing more than to ensure the realization of legal certainty. Legal certainty is realized by law with its nature that only makes a general rule of law. The general nature of the rules of law proves that law does not aim to bring about justice or expediency, but merely for certainty .

Legal certainty is a guarantee of law that contains justice. Norms that promote justice must truly function as rules that are adhered to. Treaty law is a law formed due to a party binding itself to another party. Or it can also be said that the law of agreement is a law formed by someone who promises others to do something. In this case, both parties have agreed to enter into an agreement without any coercion or decision that is only one party . Legal protection can also raise questions that then cast doubt on the existence of the law. The law must provide protection to all parties according to their legal status because everyone has equal standing before the law. A legal protection can be bound if it contains the following elements:

1. There is protection from the government towards its citizens;
2. Guarantee of legal certainty;
3. With regard to the rights of its citizens; and
4. There are punitive sanctions for those who violate it.

Legal Certainty provides clarity in carrying out legal actions when the execution of a contract in the form of performance or when the contract is in default. The law is tasked with creating legal certainty because it aims to create order in society because the law is tasked with creating legal certainty. A covenant is "*an event where one makes a promise to another or where two people promise each other to do something*". From this event arose a relationship between the two men called an engagement. The agreement establishes an alliance between the two men who make it . This agreement is a legal event where one person promises another person or two people promise each other to do or not do something. A contract or agreement must meet the conditions for the validity of the agreement, namely the word agreement, competence, certain things and a lawful cause, as specified in Article 1320 of the Civil Code . The obligation of the Debtor is only to return the debt in the same amount in accordance with the initial agreement that has been made with the Creditor, this has been regulated in Article 1763 of the Civil Code which reads "Whoever borrows an item must return it in the same amount and condition and at the agreed time" The obligation of the Creditor is to surrender the money lent to the Debtor in accordance





with the initial agreement of the agreement. The obligations of Creditors are regulated in articles 1759 to 1761 of the Civil Code. Sometimes the party making the agreement does not carry out an act in accordance with the content of the agreement made. The party that carries out it is called a default. An agreement will be terminated if either party defaults. Default means not fulfilling obligations stipulated in an agreement, namely intentional or negligence, and due to force majeure. Protection of creditors acted upon through the civil lawsuit itself, through the trial itself or by conducting several dispute resolutions, can first be resolved in several ways, namely, through deliberation by the parties. The basis of deliberation for consensus is implied in Pancasila as the basis of public life in the Indonesian state and in the 1945 Constitution. Deliberation is conducted out of court in the presence or without a mediator, the second through arbitration and alternative dispute resolution, the agreement of which is in writing and agreed upon by the parties. And the last is dispute resolution through the judiciary which is defined as litigation dispute resolution where dispute resolution is through judicial institutions. In general, the litigation process will result in adversarial agreements that have not been able to embrace common interests because their interests confront each other. The results of the dispute resolution process in court tend to cause new problems, take a long time, require expensive costs, are unresponsive, and cause hostility between the parties to the dispute. Through the dispute resolution process outside the court, it will result in a win-win agreement solution, guaranteed confidentiality, protected from slow administrative procedures, low cost, good relations will still be built for the disputing parties. Arbitration is a way to resolve civil disputes outside of a public court. The settlement method is based on an arbitration agreement drawn up in writing by the parties to the dispute. And for the winner by proving that the debtor defaulted or the debtor committed default and The judge's decision declares the auction as a valid legal act, among others by declaring the auction sale execution of the object of dispute is valid according to applicable law, stating that the copy of the auction minutes is valid, establishing the ownership of the auction buyer is valid.

The implication of the decision to declare a valid auction against the auction buyer is a legal protection for the rights of the auction buyer, does not result in any change in the rights of the auction buyer over the auction object purchased through auction. Auction buyers obtain legal protection and certainty. The lawsuit against the auction object aims to cancel the sale and purchase through the auction which will indirectly also cancel the transfer of rights to the auction object, the parties who file a claim for rights to the court will certainly proceed in accordance with the applicable civil procedure law starting from the





filing of the claim of rights until the fall of the court decision. Of course, the parties do not only expect a court decision containing the settlement of the resolved case in which the rights and legal relationship of the parties with the object in dispute are determined. However, it is certain that the decision has the force of " " so that the court decision can be fully implemented so that the so-called Rule of Law or for the sake of law and justice is achieved. Legal protection is provided if there is a violation or action that is contrary to the law committed by the government, both the actions of the ruler who violates the law and the community that must be considered.

3.2 Legal Certainty for the parties with a Civil Lawsuit on the Object of Guarantee in the form of Title Certificates and Building Use Rights is guaranteed through auction

In law there is a principle of binding force in private law. The principle of binding force is the principle that states that a covenant is only binding on the parties who bind themselves to the covenant and bind inward. Article 1340 of the Civil Code : "The agreement is valid only between the parties who make it". The Agreement contains a legal relationship between 2 (two) individuals as parties or more where the other party has the right to something called performance. Thus, in each agreement there are still various legal obligations from one party to the other party where holding the right to an achievement. Performance itself is related to the object of the agreement because every agreement contains an object that contains various promises. Default can be defined as an action by not carrying out or trying to fulfill obligations that have been determined in the engagement. There are 2 (two) types of non-fulfillment of an obligation, namely due to an element of error, an element of intentionality, or an element of negligence committed by one party. Legal relations based on agreements function to provide guarantees about the overall desires whose formation comes from the various promises of the parties can be fulfilled and implemented so that the agreement is a medium used to provide certainty about what the parties want to achieve will be achieved. It can be mentioned that the law of agreement is a legal tool that provides regulation for the continuation of an exchange activity that gives birth to protection for parties who feel they have suffered losses. Credit Restructuring is an effort to improve what is sought by the Bank in lending activities related to Debtors who feel difficulties in fulfilling their obligations, which is carried out, among others, by reducing Lending Interest Rates; extend the Credit Term; deduct arrears of credit interest; increase





credit facilities; and/or convert Credit into Temporary Capital Participation. Rights of Creditors If the Debtor Reneges on His Promise.

The rights of creditors include:

1. The right to prosecute the fulfillment of the engagement (nakomen);
2. The right to prosecute the termination of the engagement or if the engagement is reciprocal, demand the cancellation of the engagement (ontbinding);
3. The right to make a request for compensation (schade vergoeding);
4. The right to prosecute the fulfillment of the engagement with damages;
5. The right to prosecute the termination or cancellation of the engagement with damages.

The rights and obligations of creditors are as collateral institutions or provide loans to provide financial assistance to debtors, where it is registered with the relevant property guarantee institution, and in this case the creditor has the right to receive guarantees from the debtor, and if there is no repayment of the debt by the debtor, the creditor has the right to execute the collateral by selling or declaring the debtor bankrupt because it is not have the ability to make debt payments. The Debtor must fulfill its pretation to the Creditor, and the Creditor must fulfill its performance to the Debtor, if one party does not fulfill its performance it will be called Default (Broken Promise), where one party has violated the agreement agreed since the beginning of the agreement made. Rights owned by bidders who are buyers because they have become auction winners, buyers are also required to make security deposit payments before the auction which is a form of active acceptance where if the participant succeeds in winning the auction, so that the money will later be recalculated as repayment of auction items, but if the participant is not the winner of the auction, Then the security deposit will be returned in full no later than 1 (one) day after receipt of the request for a refund of the security deposit. If another party makes a lawsuit against the auction object, then the court decides that the auction is legally valid, then in this case the winning bidder's rights to the auction object already have permanent legal force and will no longer be disturbed by any party. If there is a lawsuit then the court decides that the auction is void because there is an element of unlawful act, then the legal protection obtained by the auction winner is to be able to claim back the purchase money for the auction object that he has paid. Based on the regulation of the Minister of Finance no. 293/KMK.09/1993, which explains that", "Legal protection for buyers in good faith is that they can claim back rights in the form of purchase money and costs that have been incurred as auction buyers for these





guarantees submitted separately to the competent authority". Based on article 25 of the Minister of Finance Regulation No. 213/PMK.06/2020 which says, "Auctions that have been carried out in accordance with the provisions of laws and regulations, cannot be canceled". Thus, this has given birth to legal certainty for the winner of the auction against the auction object won by him.

4. CONCLUSION

1. A covenant is an event when one individual makes a promise with another individual or where the two individuals bind each other's promises with the aim of implementing a certain thing. From this event arose a relationship between the two men called an engagement. The agreement establishes an alliance between the two men who make it. This agreement is a legal event in which one person promises another person or two people promise each other to do or not do something. A contract or agreement must meet the conditions for the validity of the agreement, namely the word agreement, competence, certain things and a lawful cause, as specified in Article 1320 of the Civil Code. Thus, the relationship between an engagement and a treaty is that it publishes an engagement. Covenants are sources of engagement, alongside other sources. An agreement is called an agreement, because both parties agree to do something. It can be said that the two words (covenant and agreement) are of the same meaning. The word contract is narrower because it refers to a written agreement or agreement. The concept of legal liability relates to legal liability for actions committed by a person or group that is contrary to the law. The concept of legal liability relates to legal liability for actions committed by a person or group contrary to the law. The basis of deliberation for consensus is implied in Pancasila as the basis of public life in the Indonesian state and in the 1945 Constitution. Deliberation is conducted out of court in the presence or absence of a mediator, the second through arbitration and alternative dispute resolution, an agreement in writing and agreed upon by the parties. And lastly, dispute resolution through the judiciary which is defined as litigation dispute resolution where the dispute resolution process is carried out through judicial institutions. In general, the litigation process will result in adversarial agreements that have not been able to embrace common interests because their interests confront each other. The results of the dispute resolution process in court tend to cause new problems, take a long time, require expensive costs, are unresponsive, and cause hostility between the





parties to the dispute. Through the dispute resolution process outside the court, it will result in a win-win agreement solution, guaranteed confidentiality, protected from slow administrative procedures, low cost, good relations will still be built for the disputing parties. Arbitration is a way to resolve civil disputes outside of a public court. The settlement method is based on an arbitration agreement made in writing by the parties to the dispute. And for the winner by proving that the debtor defaulted or the debtor committed default and "" legitimate. The implication of the decision to declare a valid auction against the auction buyer is a legal protection for the rights of the auction buyer, does not result in any change in the rights of the auction buyer over the auction object purchased through auction. Auction buyers get legal protection and certainty.

2. Both parties have agreed to enter into an agreement without any coercion or decision that is only one party. The obligation of the Debtor is only to return the debt in the same amount in accordance with the initial agreement that has been made with the Creditor. The rights and obligations of creditors are as collateral or lending institutions to provide financial assistance to debtors, where it is registered with the relevant property guarantee institution, and in this case the creditor is entitled to receive guarantees from a debtor, and if there is no repayment of debts by the debtor, the creditor has the right to execute collateral by selling or declaring the debtor bankrupt because it is unable to pay debts. If the collateral object belonging to the debtor is sold through an auction and then the proceeds from the auction exceed the value of the debtor's debt, the money from the auction will be given to the debtor, but if the money from the auction is insufficient to cover the debt, the debtor must pay the remaining debt. If another party makes a lawsuit against the auction object, then the court decides that the auction is legally valid, then in this case the winning bidder's rights to the auction object already have permanent legal force and will no longer be disturbed by any party. If there is a lawsuit then the court decides that the auction is void because there is an element of unlawful act, then the legal protection obtained by the auction winner is to be able to claim back the purchase money for the auction object that he has paid. Based on the regulation of the Minister of Finance no. 293 / KMK.09 / 1993, which explains that : Legal protection to buyers in good faith is to be able to claim back rights in the form of purchase money and costs that have been incurred as auction buyers for these guarantees submitted separately to the competent agency. Based on article 25 of the Minister of Finance Regulation No.





213/PMK.06/2020 which states: "Auctions that have been carried out in accordance with the provisions of laws and regulations, cannot be canceled". So this provides legal certainty for the winner of the auction for the auction object he won.

4.1 Suggestion

Legal protection of creditors, the need for further action with legal certainty where this legal certainty must be considered further and more thoroughly because there are often problems in the auction execution process carried out by the debtor himself, where the debtor tries to cancel the auction object, so that the auction object is not controlled by third parties or other people, and while Legal protection of the rights of auction winners, further action is needed, about how the legal certainty of auction buyers must be considered specifically because it is not uncommon for this error process or the transition process to be the object of the auction. The lack of related regulations for protection for auction winners and creditors themselves is one of the factors in the emergence of disputes. So it is necessary to make a new law specifically regulating the legal protection of land rights auction winners and regarding the process of assessment carried out between parties in the contents of the clauses of the parties' agreement that is more affirmative between the debtor and the creditor itself if in unpredictable circumstances such as natural disasters that result in economic losses for the parties themselves. The need for special arrangements regarding the legal protection of auction winners This is intended to ensure legal certainty for auction winners and creditors in carrying out in selling obojck jamian so that it is legally protected.

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