



Reconceptualizing Fiduciary Guarantee Execution After Indonesia's Constitutional Court Ruling

Rekonseptualisasi Eksekusi Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Indonesia

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Abstract: The Constitutional Court Decisions No. 18/PUU-XVII/2019 and No. 71/PUU-XIX/2021 have reshaped the legal framework of fiduciary guarantee execution in Indonesia by mandating court involvement and debtor consent in cases of default. This study examines the legal reasoning behind these decisions and their implications for the executorial nature of fiduciary certificates. Using a normative legal research method with statutory and conceptual approaches, the research finds that these rulings redefine fiduciary certificates from self-executing instruments to legal documents requiring judicial validation. While this shift enhances procedural justice and debtor protection, it also undermines the efficiency of extrajudicial enforcement, which has been a core feature of fiduciary law. The transformation introduces legal uncertainty for creditors relying on the swift enforcement previously granted by fiduciary titles. The findings suggest the need for a normative reconstruction of the fiduciary execution mechanism to harmonize constitutional values, procedural fairness, and the principle of legal certainty.

Keywords: Constitutional Court; Fiduciary Guarantee; Execution; Legal Protection; Ratio Decidendi

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INTRODUCTION

The development of banking and financing practices in Indonesia is inseparable from the need for collateral in credit agreements, one of which is a fiduciary guarantee (Vidyasagara et al., 2023, p. 463). This guarantee provides space for creditors to obtain certainty over debt repayment through pledged movable objects. In the Indonesian legal system, Law No. 42/1999 on Fiduciary Guarantee grants executorial power to the fiduciary certificate through the words "For the Sake of Justice Based on God Almighty", which is equivalent to a court decision with permanent legal force (Direktorat Jenderal Administrasi Hukum Umum, 2022). However, two decisions of the

Constitutional Court, namely Decision Number 18/PUU-XVII/2019 and Number 71/PUU-XIX/2021, have deconstructed the concept of execution by requiring a default agreement and leaving execution to the court, thus creating new legal problems in the practice of fiduciary guarantee execution (Indonesia, Mahkamah Konstitusi, 2022).

A number of previous studies have discussed the changes resulting from the Constitutional Court Decision No. 18/PUU-XVII/2019, such as the one conducted by Wieke Dewi Suryandari (2023) which emphasized the changes in the status of the executorial power of fiduciary certificates and its impact on the auction mechanism through KPKNL as part of the positive legal system. The research concluded that the provisions in Article 15 paragraphs (2) and (3) of the Fiduciary Law only protect the interests of creditors and create a vacuum of protective norms for debtors (Suryandari, 2023, p. 31). On the other hand, the thesis by Umami Shalihah (2025) deeply discussed the legal impact of the Constitutional Court Decision No. 71/PUU-XIX/2021 on justice for the parties in the execution of fiduciary guarantees. This study highlights that after the decision, the legal position of the parties becomes more balanced because the creditor can no longer carry out unilateral execution without a court order, especially if the debtor does not admit default or object to voluntarily surrendering the object (Shalihah, 2025, p. 48). The gap in these two studies is that there is no research that systematically examines the cumulative implications of the two Constitutional Court decisions and reconstructs the concept of fiduciary guarantee execution in a comprehensive legal framework. Therefore, it is necessary to normatively reconstruct the executorial power of fiduciary certificates that pay attention to the principles of proportionality, procedural justice, and equal legal protection between creditors and debtors in the Indonesian legal system after Constitutional Court Decision No. 18/PUU-XVII/2019 and Constitutional Court Decision No. 71/PUU-XIX/2021.

The urgency of this research lies in the juridical and practical impacts caused by restrictions on the execution of fiduciary guarantees. The application of execution through the court on the object of collateral in the form of movable objects can cause uncertainty and losses for the creditor, considering that the object can be easily transferred or hidden. In this context, the existence of a fiduciary certificate as a means of execution loses its meaning. This research is important to urge the formulation of new norms (*ius constituendum*) that balance legal protection between creditors and debtors, and reaffirm the principles of efficiency and legal certainty in the enforcement of civil rights.

The main problem examined in this research focuses on how the legal considerations (*ratio decidendi*) of the Constitutional Court in Decision Number 18/PUU-XVII/2019 and Decision Number 71/PUU-XIX/2021 form a new direction for the mechanism of execution of

fiduciary guarantees in Indonesia. Both decisions fundamentally affect the meaning of the executorial power of fiduciary certificates, which were previously positioned on par with court decisions with permanent legal force. Therefore, this research also questions the legal position of fiduciary certificates as a means of execution after these two decisions. These two issues are closely related because they indicate an important shift in positive law, especially towards the legitimacy of the practice of parate execution, which has been an efficient means for creditors to enforce their rights without going through the litigation process.

This research employs a normative legal method, utilizing statutory and conceptual approaches. The statutory approach analyzes key laws governing fiduciary guarantees, while the conceptual approach explores the theoretical basis of executorial power post-Constitutional Court decisions. Legal materials include primary (laws, court decisions), secondary (scholarly works), and tertiary sources (legal dictionaries), analyzed qualitatively through grammatical and systematic interpretation.

This research aims to examine and analyze the ratio decidendi used by the Constitutional Court in limiting the execution of fiduciary guarantees, as well as evaluating the legal position of fiduciary guarantee certificates after the birth of the two constitutional decisions. This research is expected to make theoretical and practical contributions in the development of the guarantee execution system in Indonesia.

RESULTS AND DISCUSSION

The Shifting Paradigm of Execution in the Fiduciary Guarantee Legal System

The existence of fiduciary guarantees in modern financing practices provides legal certainty for creditors against debt repayment by pledging movable objects (Supriyadi, 2020, p. 261). Since the enactment of Law Number 42 of 1999 concerning Fiduciary Guarantees, fiduciary certificates have obtained executorial power like a court decision with permanent legal force through the *irah-irah* "For the Sake of Justice Based on God Almighty" (Audia et al., 2023, p. 774). This mechanism is known as parate execution, which makes it easier for creditors to execute collateral objects without having to litigate in court. This mechanism is known as parate execution, which makes it easier for creditors to execute collateral objects without having to go through litigation in court. However, although efficient, this mechanism opens up opportunities for injustice because it does not require proof of default from the debtor first (Wardani, 2024, p. 55).

The Constitutional Court (MK) Decision No. 18/PUU-XVII/2019 is a turning point in this paradigm. The Constitutional Court emphasized that creditors cannot carry out unilateral

execution if there is no agreement on default or the debtor does not hand over the object voluntarily. This legal consideration emphasizes the principle of procedural justice, which requires the involvement of the court as a neutral institution in assessing whether or not a default is valid. Thus, the automatic and unilateral executorial power of the fiduciary certificate is no longer absolute in its implementation. This shift emphasizes the importance of protecting debtor rights in order to avoid abuse of power by creditors in unilateral execution (Meiliana, 2021, p. 57).

This change was further strengthened by the birth of Constitutional Court Decision No. 71/PUU-XIX/2021 which emphasized the importance of court involvement in the execution of fiduciary guarantees to ensure due process of law (Andalusia, 2025, p. 4199). Thus, parate execution, which was previously considered a form of legal certainty for creditors, is now considered contrary to the principles of justice, because it ignores the debtor's right to defend himself. This is an indication that the Indonesian legal system has begun to shift from the paradigm of efficiency to the paradigm of procedural justice, fiduciary execution must be subject to the principle of equality before the law and the principle of fair hearing (Samudra, 2022, p. 99).

Consequently, the executorial power inherent in fiduciary certificates must be constitutionally reinterpreted. The old paradigm that prioritizes the efficient exercise of creditor rights needs to be reformulated by taking into account the principles of substantive justice and procedural justice. This is to prevent potential violations of the debtor's human rights and ensure equality of legal position between the parties. Therefore, this shift is not only a technical update in the implementation of execution, but also a fundamental shift in the philosophy of legal protection in Indonesian civil law after the two Constitutional Court decisions.

Ratio Decidendi of the Constitutional Court and its Implications for the Executorial Power of Fiduciary Certificates

The Constitutional Court Decision No. 18/PUU-XVII/2019 marks an important shift in the interpretation of the norms of Article 15 paragraphs (2) and (3) of the Fiduciary Guarantee Law (Asnul, 2020). In its consideration, the Court emphasized that parate execution of fiduciary security objects cannot be carried out unilaterally by the creditor without an agreement of default from the debtor. The Court considers that execution without evidentiary procedures can violate the principles of substantive and procedural justice, because the debtor is not given the opportunity to submit objections or defend himself. This ratio decidendi is rooted in human rights guarantees, especially the protection of property rights and the right to a fair trial (Riskawati, 2021, p. 33).

In interpreting Article 15 paragraphs (2) and (3), the Court did not invalidate the norm, but provided a new condition that execution can only be carried out if the debtor admits default or voluntarily surrenders the object (Sitinjak, 2024, p. 152). Otherwise, execution must go through an application to the district court. Thus, the executorial power of the fiduciary certificate, which previously stood alone, has been transformed into an instrument that requires judicial verification. This means that the fiduciary certificate is no longer treated as a quasi-judicial decision, but rather an administrative document whose effectiveness depends on legal procedures. This change strengthens the court's role as guardian of the debtor's constitutional rights.

The Constitutional Court Decision No. 71/PUU-XIX/2021 strengthens this interpretation by emphasizing that although the law provides ease of execution to creditors, it must not harm the debtor's right to equal protection of the law. The Court explicitly stated that the principles of justice and due process of law are constitutional requirements in the execution of execution (Wirawan, 2022, p. 61). In this context, a fiduciary certificate is not a final document that can be executed directly, but rather an administrative instrument that can only be executed after it has been confirmed that there is a valid and open default through a court mechanism (Nugraha, 2021, p. 84). This view clearly shows that the execution paradigm has shifted from efficiency-oriented to justice-oriented.

The implications of the ratio decidendi of the two Constitutional Court decisions not only change the legal construction of fiduciary certificates, but also create new needs in the design of future security execution regulations. Legislators and legal practitioners are required to reformulate the norms for the exercise of execution rights so that they not only provide legal certainty for creditors, but also provide protection space for vulnerable debtors. Therefore, the Constitutional Court's decision must be read as a progressive step in the constitutionalization of collateral execution practices, as well as a reminder that legal protection in a modern legal state does not only belong to the economically strong.

Reconceptualizing Fiduciary Execution: Realizing Legal Protection and Procedural Justice

The paradigm shift in fiduciary execution after the Constitutional Court's decision requires a reformulation of the system to make it fairer and more responsive to the dynamics of modern law. This concept can be built upon John Rawls' theory of procedural justice and Satjipto Rahardjo and Philipus M. Hadjon's theory of legal protection. Rawls emphasizes that every legal process must guarantee an opportunity for the aggrieved party to present a defense (fair hearing) and that the procedure becomes the basis for the legitimacy of the decision (Faiz, 2009, p. 139).

Meanwhile, Rahardjo and Hadjon emphasize the importance of legal norms to protect the rights of legal subjects, both preventively and repressively, so that there is no imbalance of power in the practice of execution (Prayoga et al., 2023, p. 191).

The normative design of this reconceptualization includes procedural requirements that must be met before the execution of a fiduciary certificate is carried out. The execution of the fiduciary guarantee must consider the registration of the object at the Perfid Office, notification of default to the debtor, and the opportunity for the debtor to object before the object is executed (Lumbanraja et al., 2023, p. 148). This approach is able to maintain the efficiency of the process while providing space for legal protection, so that there is no abuse of power by creditors that can harm the debtor.

In addition to procedural aspects, the new reconceptual system also needs to regulate the court's mechanism to assess default objectively and quickly, so that fiduciary execution is not significantly delayed. The study results of Budi Junaedi et al. (2022) support this model, emphasizing that the concept of "voluntary agreement or surrender" after Constitutional Court Decision No. 2/PUU-XIX/2021 maintains the execution structure, but adds a judicial supervision mechanism to ensure justice for debtors (Junaedi et al., 2022, p. 131). Thus, the role of the court becomes a balance between the protection of rights and the continuity of the execution mechanism.

Ultimately, the reconceptualization of fiduciary execution must prioritize three pillars: execution efficiency, procedural justice, and legal protection. Concretely, a new model can be formulated in the form of a "controlled parate execution" system: the creditor can apply for execution if the debtor defaults, but the execution must go through limited judicial verification and adherence to the principles of Rawls and Rahardjo and Hadjon. This model provides the necessary flexibility for creditors, while ensuring that the debtor's rights are protected, becoming a concrete manifestation of the *ius constituendum* of fiduciary execution after the two important Constitutional Court decisions.

Towards a Constitutional and Responsive Model of Fiduciary Execution

After the Constitutional Court's decision, the fiduciary execution system should not only change legal practices, but also reflect constitutional values such as protection of property rights, substantive justice, and due process. Norm reform must go beyond mere formal form and into the essence of the law, which is to ensure that all parties enjoy equal rights, transparency, and fairness in every stage of execution. Without a contextual interpretation of these values, fiduciary execution still has the potential to undermine the foundation of the rule of law.

For this reason, the establishment of a *ius constituendum* is very important. A new norm model can be initiated through revisions to Law 42/1999, by including provisions that explicitly require: (a) judicially proven validity of the default; (b) formal notice to the debtor along with an objection phase; and (c) an execution phase conducted under the supervision of the court of first instance (Oktavira, 2023). Such a revision allows for the creation of a fiduciary execution system that is "constitutionally grounded and procedurally sound" without posing significant obstacles to creditors. In addition, the clear legal drafting approach also minimizes the risk of diverse interpretations in court.

Furthermore, the responsiveness of the fiduciary execution system can be improved by applying adaptive judicial oversight models and digital technology. For example, the use of e-court systems for fiduciary execution filings and automated notifications to debtors can speed up the process while preserving their right to information and the opportunity to defend themselves. The implementation of e-filing and digital notification has proven successful in improving transparency and integrity in execution practices in several developing countries (Nikodemus Sigit Rahardjo, 2024). Such mechanisms also help prevent abuse by unscrupulous creditors who want to execute fiduciary certificates without complete procedures.

Overall, the ideal fiduciary execution model is constitutional, responsive and efficient. This system not only respects the Constitutional Court's decision, but also complies with the demands of the times and technology. The continuity between the principles of substantive justice, legal protection, and administrative innovation is key to creating a fiduciary execution that remains effective within the framework of a modern legal state. Concrete steps such as revision of laws, integration of technology, and training of judicial officers will provide a strong foundation for future legal system reform.

CONCLUSION

This research concludes that the Constitutional Court Decision Number 18/PUU-XVII/2019 and Decision Number 71/PUU-XIX/2021 have fundamentally changed the legal position of fiduciary certificates as a means of execution which previously had the same power as a court decision with permanent legal force. The Constitutional Court's *ratio decidendi* confirms that execution of fiduciary guarantees can only be carried out if the debtor admits default or through a court mechanism, in order to avoid violating the rights of the debtor. This condition demands a normative reconstruction of the fiduciary execution system to be in line with the principles of legal protection and procedural justice. The novelty of this research lies in the proposed formulation of a constitutional fiduciary execution system, which is able to

integrate execution efficiency with balanced protection for both parties, and urges the formation of *ius constituendum* norms that are contextual and responsive to the dynamics of banking and financing practices in Indonesia.

REFERENCE

- 1) Agustinus Sihombing, Ranat Mulia Pardede, Fahmi Amrico, Herman, Eko Murti Saputra, Armansyah, & Heru Iskhana. (2023). *Hukum Perlindungan Konsumen*. Cv. Azka Pustaka. https://books.google.co.id/books?hl=id&lr=&id=WCnKEAAQBAJ&oi=fnd&pg=PA2&dq=Menurut+Satjipto+Rahardjo,+perlindungan+hukum+adalah+upaya+untuk+menjamin+agar+individu+yang+dirugikan+haknya+oleh+pihak+lain+dapat+memperoleh+kembali+hak+tersebut+secara+adil+melalui+proses+hukum&ots=4i6g3KFGiG&sig=KhEFYvXIU_vWiwnbIO19WyCko3I&redir_esc=y#v=onepage&q&f=false
- 2) Ahmad, A., Fachrurrazy, M., S, S. Y. H., Amalia, M., Fauzi, E., Gaol, S. L., Siliwadi, D. N., & Takdir, T. (2024). *Buku Ajar Metode Penelitian & Penulisan Hukum*. PT. Sonpedia Publishing Indonesia. https://books.google.co.id/books?hl=id&lr=&id=_gEEQAAQBAJ&oi=fnd&pg=PA3&dq=metode+penelitian+:+bahan+hukum+primer,+sekunder,+dan+tersier+buku&ots=mORm1A8UHL&sig=_w07GryAtWYoztMqzp4amnvHBK8&redir_esc=y#v=onepage&q&f=false
- 3) Andalusia, A. (2025). Pelaksanaan Eksekusi Objek Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor 71/PUU-XIX/2021 di Sumatera Barat. *Jurnal Ilmu Hukum, Humaniora Dan Politik*, 5(5), 4189–4201. <https://doi.org/10.38035/jihhp.v5i5.4868>
- 4) Asnul. (2020). Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019: Apa Implikasinya Bagi Proses Bisnis Lelang? <https://www.djkn.kemenkeu.go.id/kpknl-bekasi/baca/artikel/12953/PUTUSAN-MAHKAMAH-KONSTITUSI-NOMOR-18PUU-XVII2019-APA-IMPLIKASINYA-BAGI-PROSES-BISNIS-LELANG.html>
- 5) Audia, S., Fitriana, A., & Pandiangan, R. (2023). Interpretasi Yuridis Atas Uji Materi Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia Terkait Terbitnya Putusan MK Nomor 18/PUU-XVII/2019. *Jurnal Ilmiah Hospitality*, 12(2), Article 2. <https://doi.org/10.47492/jih.v12i2.3111>
- 6) Cintiadewi, I. A. C., Budiarta, I. N. P., & Astiti, N. G. K. S. (2020). Perlindungan Hukum bagi Notaris dalam Melegalisasi Akta Dibawah Tangan yang menjadi Objek Sengketa. *Jurnal Preferensi Hukum*, 1(1), 189–194. <https://doi.org/10.22225/jph.1.1.2006.189-194>
- 7) Direktorat Jenderal Administrasi Hukum Umum. (2022). Masyarakat Perlu Tahu !!! Ini Efektivitas Pendaftaran Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi. <https://portal.ahu.go.id/id/detail/75-berita-lainnya/3002-masyarakat-perlu-tahu-ini-efektivitas-pendaftaran-jaminan-fidusia-pasca-putusan-mahkamah-konstitusi>

- 8) Efendi, J., & Ibrahim, J. (2018). *Metode Penelitian Hukum: Normatif dan Empiris*. Prenada Media.
https://books.google.co.id/books?hl=id&lr=&id=5OZeDwAAQBAJ&oi=fnd&pg=PA1&dq=metode+penelitian+hukum+normatif&ots=6962g6y-lZ&sig=5n-XIIm57ebsHFMxPpHdxCACojc&redir_esc=y#v=onepage&q&f=false
- 9) Faiz, P. M. (2009). Teori Keadilan John Rawls (John Rawls' Theory of Justice). *Jurnal Konstitusi*, 6(1), 135–149. https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2847573
- 10) Indonesia, Mahkamah Konstitusi. (2019). *Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019*. <https://putusan3.mahkamahagung.go.id/peraturan/detail/11ead07d33892490bcb8303935313134.html>
- 11) Indonesia, Mahkamah Konstitusi. (2021). *Putusan Mahkamah Konstitusi Nomor 71/PUU-XIX/2021*. https://www.mkri.id/public/content/persidangan/putusan/putusan_mkri_8359_1645680324.pdf
- 12) Indonesia, Mahkamah Konstitusi. (2022). *Eksekusi Jaminan Objek Fidusia Harus Melalui Pengadilan Negeri*. <https://www.mkri.id/index.php?page=web.Berita&id=18015&menu=2>
- 13) Junaedi, B., Tjoanda, M., & Berlianty, T. (2022). Perlindungan Hukum pada Debitur atas Penarikan Objek Jaminan Fidusia melalui Parate Eksekusi. *PATTIMURA Legal Journal*, 1(2), Article 2. <https://doi.org/10.47268/pela.v1i2.6433>
- 14) Lumbanraja, E. D. T., Fauzi, A. P., Sabila, B. A., & Firdaus, M. A. N. (2023). Eksekusi Benda Jaminan Fidusia: Analisis Konseptual Dalam Undang-Undang Jaminan Fidusia. *Diponegoro Private Law Review*, 5(2), 132-150 <https://ejournal2.undip.ac.id/index.php/dplr/article/view/18461>
- 15) Meiliana, B. C. (2021). *Implikasi Putusan Mahkamah Konstitusi Nomor 18 / PUU- XVII / 2019 Terhadap Eksekusi Objek Jaminan Fidusia Dikaitkan Dengan Penafsiran Wanprestasi pada Perjanjian Fidusia* [Universitas Negeri Surakarta]. <https://digilib.uns.ac.id/dokumen/843> [Implikasi Putusan Mahkamah Konstitusi Nomor 18-PUU-XVII 2019 Terhadap Eksekusi](https://digilib.uns.ac.id/dokumen/843) Objek-Jaminan-Fidusia-Dikaitkan-Dengan-Penafsiran-Wanprestasi-pada-Perjanjian-Fidusia
- 16) Nikodemus Sigit Rahardjo. (2024). Penerapan E Government di Negara Berkembang: Analisis Kesiapan Membayar Warga untuk Layanan Publik Digital (Sebuah Tinjauan Literatur) Nikodemus Sigit Rahardjo. Link: <https://www.djkn.kemenkeu.go.id/artikel/baca/17381/Penerapan-E-Government-Di-Negara-Berkembang-Analisis-Kesiapan>
- 17) Nugraha, S. N. (2021). Cidera Janji (Wanprestasi) Dalam Perjanjian Fidusia Berdasarkan Pasal 15 Ayat (3) UU Nomor 42 Tahun 1999 Pasca Putusan Mahkamah Konstitusi Nomor:

- 18/PUU XVII/2019. *AL WASATH Jurnal Ilmu Hukum*, 2(2), Article 2. <https://doi.org/10.47776/alwasath.v2i2.213>
- 18) Oktavira, B. A. O. (2023, January 3). *Arti Ius Constitutum dan Ius Constituendum*. <https://www.hukumonline.com/klinik/a/ius-constitutum-dan-ius-constituendum> lt56777c031ec1c/
- 19) Prayoga, D. A., Husodo, J. A., & Maharani, A. E. P. (2023). Perlindungan Hukum Terhadap Hak Warga Negara Dengan Berlakunya Undang-Undang Nomor 23 Tahun 2019 Tentang Pengelolaan Sumber Daya Nasional. *Sovereignty*, 2(2), Article 2. <https://journal.uns.ac.id/index.php/sovereignty/article/view/865>
- 20) Riskawati, S. (2021). Rasio Decidendi Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 dan Perubahan Konstruksi Norma Eksekusi dan Wanprestasi Dalam Sistem Hukum Indonesia. *ACTA DIURNAL Jurnal Ilmu Hukum Kenotariatan*, 5(1), 33–48. <https://doi.org/10.23920/acta.v5i1.613>
- 21) Rizkia, N. D., & Fardiansyah, H. (2023). *Metode Penelitian Hukum (Normatif dan Empiris)*. CV Widina Media Utama. <https://repository.penerbitwidina.com/publications/564622/>
- 22) Saleem, N. (2021). Rawls' Theory Of Justice. *IJCRT - International Journal of Creative Research Thoughts (IJCRT)*, 13(6), 1628. https://mail.ijcrt.org/viewfull.php?&p_id=IJCRT2101194
- 23) Samudra, M. T. (2022). Taradhin Principle in Fiduciary Guarantee Parate Execution after the Decision of the Constitutional Court No. 18/PUU-XVII/2019. *Jurnal Hukum Islam*, 20(1), Article 1. <https://doi.org/10.28918/jhi.v20i1.5992>
- 24) Shalihah, U. (2025). *Implikasi Hukum Eksekusi Objek Jaminan Fidusia Pasca Putusan MK Nomor 71/PUU XIX/2021 Dalam Perspektif Keadilan Bagi Para Pihak* [Masters, Universitas Muhammadiyah Malang]. <https://eprints.umm.ac.id/id/eprint/15146/>
- 25) Sitinjak, E. E. (2024). *Mekanisme Pengaturan Parate Eksecutie Terhadap Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor: 18/PUU-XVII/2019* [Masters, Universitas Islam Sultan Agung Semarang]. <https://repository.unissula.ac.id/35451/>
- 26) Supriyadi, S. (2020). Reconstruction of the Guarantee's Objects in the Fiduciary Agreement in Indonesia. *Utopía y Praxis Latinoamericana: Revista Internacional de Filosofía Iberoamericana y Teoría Social, Extra 1*, 260–271. <https://dialnet.unirioja.es/servlet/articulo?codigo=7408886>
- 27) Suryandari, W. D. (2023). Ratio Legis Putusan Mahkamah Konstitusi Nomor 18/Puu-Xvh-2019 Tentang Eksekusi Jaminan Fidusia. *JPeHI (Jurnal Penelitian Hukum Indonesia)*, 4(1), Article 1. <https://doi.org/10.61689/jpehi.v4i1.459>
- 28) Suyanto, S. (2023). *Metode Penelitian Hukum Pengantar Penelitian Normatif, Empiris dan Gabungan*. Unigres Press.

- 29) Vidyasagara, I. P. B., Budiarta, I. N. P., & Wesna, P. A. S. (2023). *Legal Protection for Debtors for the Execution of Fiduciary Guarantee Objects*. 721, 460–469. https://doi.org/10.2991/978-2-494069-93-0_55
- 30) Wardani, K. (2024). Parate Execution After the Indonesian Constitutional Court's Judicial Review of Fiducia Law and Mortgage Law. *Global Legal Review*, 4(1), Article 1. <https://doi.org/10.19166/glr.v4i1.6628>
- 31) Wirawan, A. (2022). Reformulasi Atas Lelang Eksekusi Jaminan Fidusia Pasca Putusan Mahkamah Konstitusi Nomor 71/PUU-XIX/2021. *Indonesian Rich Journal*, 3(2), Article 2. <https://irich.pknstan.ac.id/irj/article/view/43>



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