LEGAL SPIRIT

E-ISSN : 1978-2608 Volume 10, (1), 2026

Legal Protection of Cessionaris Against Obstacles to the Title Transfer of Ownership of Land Certificates at the National Land Agency

William Leonardo Kesuma

Faculty of Law, Economic Law, Universitas Indonesia, Indonesia, william.leonardo.wk@gmail.com

ABSTRACT

Cessie in banking practice can be used as one of the collateral institutions, namely as "additional collateral". Cessie as collateral can be traded to manage banking assets, especially receivables. In the purchase of cessie, problems often occur due to the cessionaris' ignorance of the cessie deed which cannot function like a Sale and Purchase Deed. Thus, the cessie deed made by the Notary becomes gray regarding its perfection in providing legal certainty for the cessionary buyer. Because the cessie deed is less able to assist in the process of transferring rights and transferring the name of the land certificate. Most cessionaries will be passive or urge the bank (cedent) to act in good faith in helping to find a solution so that they can carry out the process of transferring rights and transferring names. However, this is difficult to happen, because the cedent will not interfere after carrying out its obligations, namely the process when signing the cessie deed. This article aims to find out about the legal certainty for the cessionaris against the cessie deed that has been made by the Notary and to find a solution so that it can be the basis for the process of changing the name at the BPN. The results of the study show that even though the cessie deed has been made by a Notary and the change of creditor is recorded in the certificate of Mortgage Rights, it still does not provide perfect legal certainty, because the cessie buyer still does not have ownership rights over the.

Keywords	*Cessie; Default; Land Certificate; Transfer of Ownership*
Cite This Paper	Kesuma, W. L. (2026). Legal Protection of Cessionaris Against Obstacles to the Title Transfer of Ownership of Land Certificates at the National Land Agency. *Legal Spirit, 10*(1).
Manuscript History: *Received:* August 13, 2024 *Accepted:* April 9, 2026 *Corresponding Author:* William, william.leonardo.wk@gmail.com	Legal Spirit is *Licensed under a Creative Commons Attribution-ShareAlike 4.0 International License* **Indexed:** **Layout Version:** V8.2024

PRELIMINARY

The Bank as a creditor, in the event of non-performing loans, there are 2 (two) things that will be done in order to save bank assets, namely for non-structural nonperforming loans in general can be resolved through restructuring. Credit Restructuring is an improvement effort made by the Bank in credit activities against debtors who have difficulty fulfilling their obligations.[1] In line with this, according to Clinton and Ambar, in resolving non-current or problematic loans, generally 2 (two) ways are taken, namely credit rescue

[1] See BI regulation No.8/19/PBI/2006 on Earning Assets Quality and Provisioning for Earning Assets of BPRs Gurbenur BI, 4.

and credit settlement.[2] Credit rescue is a step to resolve problematic credit by renegotiating between the bank (creditor) and the borrowing customer (debtor), while the second way, namely credit settlement, is carried out through law enforcement agencies such as the judicial process.

Banking is closely related to the business world. Business always talks about capital, in that capital turnover is an indication of the smooth running of a business. Often entrepreneurs need capital in a short period of time to ensure the liquidity of their company. Often they do not wait for the maturity of their receivables to be collected. One of the ways used to obtain fresh funds in the near future for receivables that are not yet due is by selling their receivables to other parties who are willing to buy them. This is usually at a price lower than the value of the bill that will be paid by the debtor at maturity.[3] In banking it is also similar, this is known as "Cessie". According to Subekti as quoted on Hukumonline.com Cessie is a way of transferring receivables on behalf of which the receivables are sold by the old creditor to the person who will later become the new creditor, but the legal relationship of the debt and credit does not disappear for a second, but in its entirety is transferred to the new creditor.[4]

Cessie as a receivable transfer agreement is quite widely used by banks because it is a way to transfer receivable rights to other parties and or third parties to guarantee credit facilities or capital provided by banks.[5] Capital provided by banks through credit facilities requires collateral, so that banks as creditors feel safe providing facilities in credit. This guarantee is intended so that if the debtor is unable to fulfill his obligation to pay the debt, the guarantee can be sold by the bank in accordance with the agreement that has been made. The proceeds of the sale can be used by the bank to pay off the debtor's debt. Providing collateral in a loan is very important to provide comfort for both parties.[6]

Creditors usually require debt collateral before approving a loan. When the procedure or process of selling collateral for debts or receivables of creditors does not meet the legal provisions, this can be detrimental to the debtor if it is not involved in making a cessie deed in the event of bad credit and the transfer of receivables and mortgage rights on property collateral has a higher value than the debt provided by the bank or creditor. In a cessie agreement, what is transferred is a receivable on behalf of or other nonincreasing property as stipulated in Article 613 paragraph (1) of the Civil Code which is mention:

> *"Penyerahan piutang-piutang atas nama dan barang-barang lain yang tidak bertubuh, dilakukan dengan jalan membuat akta otentik atau di bawah tangan yang melimpahkan hak-hak atas barang-barang itu kepada orang lain"*

Submission of receivables on behalf of and other non-increasing property, carried out by making an authentic deed or under the hand with which the rights to the property are delegated to others.[7] In cessie, there are at least 3 parties involved, namely:[8] a. The party presenting the bill on behalf of (the original creditor), called the cedent; b. The party receiving the transfer (new creditor), called the cessionaris; and c. The party with the debt

---

[2] Clinton Einstein Daniel & Ambar Budhisulistyawati. (2021). Studi tentang Perlindungan Hukum Terhadap Kreditur Baru dalam Hal Gadai Cessie Fiktif, *Privat Law*. 9 (2), 247-257

[3] Yogi Rahmadinata. (2022). Pengalihan Piutang Secara Cessie Sebagai Alternatif Penyelesaian Kredit dan Akibat Hukumnya Terhadap Jaminan Hutang Debitur. *Recital Review*, *4*(1), 25-61.

[4] Saufa Ata Taqiyya.(2021). Dasar Hukum Cessie dan Penjelasannya. Cited August 18, 2024, from https://www.hukumonline.com/klinik/a/dasar-hukum-cessie-danpenjelasannya-cl311#_ftn2

[5] Saufa Ata Taqiyya. (2022). Dasar Hukum Cessie dan Penjelasannya. Cited on August 13, 2024 From https://www.djkn.kemenkeu.go.id/artikel/baca/15372/Pengalihan-Hak-Tagih-dengan-Cessie.html

[6] Kholida Nabila, M. Sofyan & Isyana Sadjarwo. 2021. Court Decision to Replace the Deed of Sale and Purchase of Land in The Agreement and Switch of Cessie Rights. *Substantive Justice International Journal of Law*, 4 (2), 134-147

[7] Diana Fitriana & Abdul Wahid. (2021). Upaya Hukum Cessionaris Terhadap Hak Tagih Atas Jaminan Hak Tanggungan Berdasarkan Pengalihan Hutang (Cessie). *Jurnal Hukum Sasana,* 7(2), 243-262.

[8] Rachmand Setiawan dan J. Satrio, (2010). *Penjelasan Hukum tentang Cessie*, Jakarta: Nasional Legal Reform Program, 1

(debtor), called cessus. In certain conditions, creditors can transfer receivable rights to other parties or in other words, the creditor makes a cessie where the transfer of receivable rights, which is actually a replacement of the old debtor, in this case called the cedent, with someone who is a new debtor, in this relationship called the cessionaris.[9] The conditions for the validity of a Qualified Cessie are determined in the definition given in Article 613 BW itself, namely, among others:[10]

1. Done through an authentic deed or an underhand deed;
2. Notify the Cessie plan to the debtor for approval and acknowledgment;
3. Handing over receivables or other intangibles accompanied by endorsements to new creditors (Cessionaries).

Apart from the advantages of cessie in handling bank problems as the initial creditor. Then the researcher will explore in the perspective of the new creditor or cessionary. One of the problems for the cessionary is that when buying cessie from the initial creditor, it often encounters the problem of not being able to execute the cessie object to the National Land Agency (BPN) or the local land office for the process of changing the name of the land certificate as collateral for the cessie. An example of one of the many similar problems related to this is taken at least from decisions No.40/Pdt.G/2021/PN.Sgm & No.175/Pdt.G/2022/PN.Pbr which will be discussed in in this article

METHOD

This research will use the Doctrinal Legal research method with a qualitative approach. One of the main purposes of conducting doctrinal research is to solve legal problems in bringing the law. Doctrinal research is more concerned with the question "What is law" and studies law exclusively.[11]

The data collection method that will be used in this research is to conduct a literature study of legal materials, both primary legal materials, secondary materials and tertiary legal materials. Literature study is carried out by examining, reading, recording all matters relating to the legal issues being discussed in addition to making reviews of related literature materials.[12]

The type of data in this research is secondary data. Secondary data is obtained from library research to obtain a theoretical basis in the form of opinions, writings from experts or authorized parties and to obtain information in the form of formal provisions and data through existing official texts. Secondary data is obtained from applicable laws and regulations in Indonesia, books, seminars, journals, documents, archives, and the internet.[13]

After the data is collected, the data analysis technique that the author will use in analyzing the above problems is a qualitative data analysis technique. The aim is to describe a phenomenon and its characteristics. This research is more concerned with what than how or why something happens. This technique is not centered on numbers, but on explanations, causes, and things that underlie the topic.

RESULT AND DISCUSSION

Cessie as Collateral in Decision No.40/Pdt.G/2021/PNSem & No.175/Pdt.G/2022/PN.Pbr Process for Title Transfer by BPN

---

[9] Ilham Muzaki & Aris Machmud. (2023). Prosedur Pengalihan Cessie dalam Perspektif Hukum (Akibar Hukum Terhadap Jaminan Hak Tanggungan dan Perlindungan Debitur). *Binamulia Hukum*. 12 (1) 143-159

[10] Obbie Afri Gultom. (2014). Cessie sebagai Jaminan Kebendaan, in Gultom Law Consultans Cited on August 13, 2024, From https://www.gultomlawconsultants.com/cessie-sebagai-jaminan-kebendaan/

[11] Nurul Qamar and Farah S. Rezah. (2020). *Metode Penelitian Hukum: Doktrinal dan Non-Doktrinal.* Makassar: Social Politic Genius (SIGn), 65

[12] Suteki dan Galang Taufani, (2018). *Metodologi Penelitian Hukum, Filsafat, Teori dan Praktik,* Jakarta: PT Raja Grafindo Persada, 139

[13] Zainuddin Ali. 2021. *Metode Penelitian Hukum*, Jakarta: Sinar Grafika, 11

In case No.40/Pdt.G/2021/PN.Sgm, there was a deed of acknowledgment of debt No.139 dated April 24, 2007 between the debtor (Defendant) and the Creditor / Cedent / Co-Defendant I. then there was a default by the debtor, then the sale of the Bill along with the Guarantee was carried out by cessie to the Plaintiff as outlined in the Deed of Sale and Purchase Agreement of Receivables on Deed No.07/2017, as well as based on the Deed of Deed of Transfer of Right to Receivables Deed No.08/2017 made and signed on 18-10-2017 by and between the Ist Defendant/respondent and _ the Plaintiff/cessionary made by MIEIE..SH, Mkn as Notary/Pat in Makassar). The debtor has been properly contacted and summoned along with a Warning Letter to make payments. With the Deed of Receivables Sale and Purchase Agreement No.07/2017 and Deed of Receivables Transfer Agreement (cessie) No.08/2017 each dated 18-10-2017, both of which were made before the same notary, the cedent's collection nghts against the Defendant have been transferred to the cessionary. For this reason, the cessionary obtained a Certificate of Title No.04783/Kanjilo in 2020 as described in the measurement letter No.02092/Kanjilo dated 04/06/2020, covering an area of 84 M2 (eighty four square meters) registered in the name of H.Duddin Dg.Ngemba (not yet reversed) still the parent certificate and equipped with other documents and requested the Panel of Judges of the Sungguminasa District Court to Order the 2nd Defendant (Land Agency/BPN) of Gowa Regency to process the reversal of the name of the Certificate of Title IN the name of the plaintiff'cessionary.

In case No.175/Pdt.G/2022/PN.Pbr there was a mortgage agreement No.28296.b.00009.K/039.01.02.020264-1 on September 6, 1996 between the debtor (Defendant I) and the Creditor/Cedent/Defendant II. The mortgage agreement attached a mortgage on a piece of land with number: 868/2013 dated September 25, 2013 on a piece of land which was previously located at Peputra Masterindo Housing Jl.Karya Indah Blok E No 3 in Tampan Village, Tampan District, Pekanbaru City and is now located at Peputra Masterindo Housing JI.Karya Indah Blok E No 3 Air Hitam Village, Payung Sekaki District, Pekanbaru City with an area of 72 M? Building Use Rights Certificate number 606 in the name of the debtor.

There was a default by the debtor and the cedent sold to the Plaintiff (cessionary) Receivables in the form of Collection Rights on the debtor's Receivables based on the sale and purchase of receivables Number: 45 dated February 28, 2017 made before Agustina Dermawati Notary and PPAT in Pekanbaru. That as an implementation of the sale and purchase of receivables the cessionary and cedent have also made a Transfer of rights to the Bill (cessie) to the Plaintiff dated February 28, 2017 Number: 46 made before the same notary. The debtor has been properly contacted and summoned along with a warning letter to make payments.

Thus, the debtor's property rights were transferred to the cessionary. Although legally and civilly a piece of land Building Rights Title Certificate Number: 606 measuring 72 M which was formerly located in Peputra Masterindo Housing Ji.Karya Indah Blok E No 3 in Tampan Village, Tampan District, Pekanbaru City, and is now located in Housing Peputra Masterindo Jl.Karya Indah Blok E No. 3 Air Hitam Village, Payung Sekaki Subdistrict, Pekanbaru City is still in the name of the debtor and has legally become the property of the cessionary, but until now the cessionary has not been able to reverse the name of the proof of ownership in the form of Building Rights Certificate number 606 in the name of the debtor into the name of the cessionary.

By not being able to reverse the name of the proof of ownership of Building Rights Certificate number 606 in the name of the debtor into the name of the Cessionaris, it is clear that the fulfillment of achievements to the Cessionaris has not been completed or has not been completed by both Defendant II and Defendant I so that it is clear and firm that Defendant II and Defendant I have committed default. The Pekanbaru City Land Office stated that based on data from the Pekanbaru City Land Office in 1996, they had issued a Building Rights Title Certificate Number 606, GS Number 01880/1996 Tampan Village, Payung Sekaki Subdistrict, Pekanbaru City an. Debtor covering an area of 72 M2, not in the name of the cessionary, so the Pekanbaru City BPN refused to carry out the process of transferring the name of the land certificate.

On the issue of these two cases, it becomes clear that in the execution of cessie as collateral there are still legal obstacles, especially in the process of changing the name at the local BPN. Whereas the cedent could have assisted in the name change process because the granting of Mortgage Rights must be registered at the Land Office,[14] and as proof of the existence of Mortgage Rights, the Land Registry Office issues a Certificate of Mortgage Rights containing the inscription DEMI KEADILY BASED ON THE Almighty Godhead (Article 13 paragraph (1D, Article 14 paragraph (1) and (2) of Law No. 4 of 1996) because they feel that it is not the responsibility of the cedent, so they leave the process to the cessionaris themselves.

Legal Solution for the Reversal of the Name of the Certificate for the Cessionaris against the Execution of the Collateral Object Contained in the Cessie in Decision No.40/Pdt.G/2021/PN.Sgm & No.175/Pdt.G/2022/PN.Pbr

A cessie agreement that contains a land certificate guarantee even though it has been made in the form of an authentic deed cannot immediately be executed in this case the reversal of the name. Not immediately executed makes a legal dilemma for the cessionaris, how he buys an item but can not immediately use it.[15] However, this turns out to need further treatment. This further treatment is not felt by everyone, the lack of knowledge on this matter can be said that the process is not practical & instant (not immediately reversible). This can be found in the two cases raised, namely in case No.40/Pdt.G/2021/PN.Sgm, which one of the posita and consideration of the decision states:

> "Based on the Deed of Sale and Purchase of Receivables Agreement No.07/2017 and Deed of Transfer of Receivables Agreement (cessic) No.08/2017 each dated 18-10- 2017, both of which were made before MIEIE, SH, Mkn Notary/PPAT in Makassar (Exhibit P.1, 2) Therefore, the title of claim belonging to the 1st Defendant - cedent has been transferred to the Plaintiff - cessionary, therefore juridically the Plaintiff is entitled and authorized to replace the position of the 1st Defendant in submitting an application for transfer of title / change of name of the certificate of ownership (SHM) No.04783/Kanjilo in 2020 as described in the measurement letter No.02092/Kanjilo dated 04/06/2020, covering an area of 84 M2 (eighty four square meters) registered in the name of H.Duddin Dg.Ngemba (not yet reversed) is still the parent certificate. For this reason, the Plaintiff filed this lawsuit. That the Chairman/Council of Judges handling and examining the case a quo at the Class 1A Sungguminasa District Court may issue a decision stating "Ordering the 2nd Defendant (Land Agency/BPN of Gowa Regency) to process the transfer of the name of the Certificate of Ownership INTO the name of the plaintiff/cessionary and this should be granted."

Likewise in the legal considerations of case No. 175/Pdt.G/2022/PN.Pbr as follows:

> "The Plaintiff as the cessionary requests that the Panel of Judges order the Defendant II (BPN Pekanbaru Office) to comply with the decision in this case and to process the transfer of the name of the land plot located in Tampan Village, Payung Sekaki Subdistrict, Pekanbaru City with an area of 72 M? Building Use Rights Certificate Number 606 in the name of Defendant I (debtor) into the name of the Plaintiff. Because Defendant I and Defendant IT (BTN Bank) have been proven to have committed an act of default and the sale and purchase agreement of receivables Number: 45 dated February 28, 2017 and the transfer of rights to

[14] Lilies Anisah, Romawati & Atika Ismail. 2022. Cessie, Subrogation and Novation in Commercial Court Practices. *International Journal of Future Studies*. 5 (3). 317-324

[15] Hamler. (2024). Cession and Legal Effects on The Debtor's Security Objects in Settlement Bad Credit (Case study of Pekanbaru District Court Decision No. 129/Pdt. G/2016/PN. Pbr). PENA LAW: International Journal of Law, 2(1). 1-9

bills (cessie) Number: 46 dated February 28, 2017 has been declared legally valid, then as a consequence of the actions of the Plaintiff who has accepted the transfer of receivables, it is appropriate to give permission to the Plaintiff to reverse the name of the plot of land located in Tampan Village, Payung Sekaki Subdistrict, Pekanbaru City with an area of 72 M? Building Use Rights Certificate Number 606 in the name of Defendant I into the name of the Plaintiff at the office of the Defendant II, then the petitum of the Plaintiff's lawsuit has legal grounds to be granted."

Cessie is the transfer or transfer of receivables on behalf of and other intangible property, from a creditor (creditor) to another person, which is carried out by an authentic deed or deed under hand, which is then notified of the transfer of receivables to the debtor.[16] Through cessie, a person who has the right to demand for receivables on behalf of or other immaterial property rights for the original creditor (cedent) can transfer the right to a third party (new creditor/cessionary).[17] With the transfer or submission, the cessionary will replace the position of the cedent. Cessie does not result in the elimination of receivables, only transfers ownership of the receivables, and gives the right to demand the fulfillment of achievements in the form of payment of the transferred receivables.[18]

The existence of cessie is motivated by the emergence of an act of default. A debtor cannot carry out his obligations in making debt payments so that the cedent as the original creditor sells the receivables to the cessionary and then executes the security object.[19] This step is taken because the creditor, in this case the bank, has a negative impact on the default, namely the flow of bank funds which is hampered. So that to covert he _ shortfall, the creditor must immediately get funds according to the default with the amount of unpaid debt of the defaulting debtor.[20]

A cessie deed is usually made in connection with an ordinary debt and credit agreement in the context of trade (purchase and sale of merchandise in installments), loan agreements (credit), and others. In the context of accounts payable and receivable agreements, both for trading and loan (credit) purposes, usually the transfer of property rights (intangible) is carried out to provide collateral for debt repayment.[21] Transferred cessie collateral in the form of a land certificate will usually continue with the process of changing the name of the certificate from the name of the debtor to the name of the cessionary, but this transfer process is outside the authority of the cedent.

The existence of a cessie deed from a notary's office can be used as a basis or evidence that the object has passed from the cedent to the cessionary. However, it cannot be used as a basis for transferring the name of the certificate to the BPN. The deed that can help transfer the name of the certificate is a PPAT deed and not a Notary deed, this also applies to cessie, which has been mentioned in article 620 of the Civil Code which reads:

"Subject to the provisions contained in the three preceding articles, the above-mentioned announcement shall be made by transferring a complete authentic copy of the deed or judicial decree to the office of the mortgage depository in the ward where the immovable property to be surrendered is situated, and by registering this copy in the prescribed register. Together with this, the person concerned shall also

---

[16] R. Subekti & R. Tjitrosudibio. 2008. *Kitab Undang-Undang Hukum Perdata*, Jakarta: Malta Printindo, 179

[17] Ichsan Batubara, et.al. (2023). Dispute Resolution Strategy for the Transfer of Receivables Collection Rights (Cessie) Within a Credit Agreement in Indonesia Supporting Economic Growth. *Journal of Environmental and Development Studies,* 4(2), 1-8.

[18] M. Sofyan Pulungan. (2021). Court Decision to Replace the Deed of Sale and Purchase of Land in the Agreement and Switch of Cessie Rights. *Substantive Justice International Journal of Law,* 4(2), 134-147.

[19] Donny S. Rambing & William R. Halomoan. (2024). Perlindungan Hukum Bagi Investor Pasar Modal Di Perusahaan Anjak Piutang Yang Terikat Secara Cessie. *Jurnal Darma Agung*, 32(3), 345-352.

[20] Gita Permata Aulia & Endang Sri Kawuryan, (2018). Legal Protection Against Cessie Buyers in the Transferring the Name of Land and Building Rights Certificates*, Journal of Legal Transparency* (1) 1, 79-98.

[21] *Ibid.* 89

> *deliver a second authentic copy or extract of the deed or the judicial decree, so that the mortgage depositary records therein the day of the transfer and the section and number of the register concerned."*

Before registering with the local BPN office, the cessionary must first apply to the local District Court for an order authorizing the deed of cession, and the purchaser of the cessie object must also request an order to process the transfer of the name of the certificate from the previous debtor to the purchaser of the cessie object to the President of the District Court through its registrar to order the BPN to process the transfer of the name of the certificate. This is in lieu of a roya of the collateral to which the mortgage is attached.[22]

This can assist the execution of the cessie because under Article 125 of the Regulation of the Minister of Agrarian Affairs/Head of the National Land Agency No. 3 of 1997 concerning the provisions for the implementation of Government Regulation No. 24 of 1997 concerning the transfer of title to the cessie in Land Registration, states among other things: Paragraph (1): Recording of changes to land registration data _based_on a Court Decision or stipulation of a Judge/Court President or Court Decision that has permanent legal force and a copy of the Minutes of Execution from the relevant Court clerk, Paragraph (2): Recording as referred to in paragraph (1) may be done at the request of an interested party by attaching, 1) An official copy of the Court decision or Judgment that has obtained permanent legal force and a copy of the Minutes of the Execution; 2) Land Rights Certificate or Building Rights Title over the housing unit concerned; 3) Applicant's identity.

CLOSING

In both cases No.40/Pdt.G/2021/PN.Sgm & No.175/Pdt.G/2022/PN.Pbr it becomes clear that in the execution of cessie as collateral there are still legal obstacles, especially in the process of changing the name at the local BPN. The cedent does not assist in the name change process even though the granting of Mortgage Rights must be registered at the Land Office, and as proof of the existence of Mortgage Rights, the Land Registry Office issues a Certificate of Mortgage Rights which contains the inscription "*DEMI KEADILAN BERDASARKAN KETUHANAN YANG MAHA ESA*" (Article 13 paragraph (1), Article 14 paragraph (1) and (2) of Law No. 4 of 1996) because it is no longer the responsibility of the cedent.

In relation to the solution to the execution of cessie collateral, the cessionary must first apply to the local District Court for a determination, which letter contains the ratification of the cessie deed, and the cessionary must request an order for the transfer of the name of the certificate from the debtor to the buyer of the cessie object to the Chairman of the District Court through the registrar to order the BPN to process the transfer of the name of the certificate. This is instead of a *roya* of the collateral to which the mortgage is attached.

The government, Supreme Court, BPN and banks should make clear directions and rules regarding the execution of cessie objects as collateral related to land certificates to the public to avoid confusion and minimize the occurrence of similar disputes. Banking as decent should be in good faith to assist the cessionaris in the effort to process the reversal of the name at the BPN. It would be advisable to apply for a District Court decision on the validation of the cessie deed, and also for the cessionary to request an order for the transfer of the name of the certificate from the debtor to the purchaser of the cessie object to the President of the District Court, addressed to the BPN, before filing a lawsuit with the District Court, which would take more time if there were legal remedies.

BIBLIOGRAPHY

Books

Ali, Zainuddin. (2021). *Metode Penelitian Hukum*, Jakarta: Sinar Grafika.

[22] Gita Permata Aulia & Endang Sri Kawuryan, *Op. Cit.*, 90.

Qamar, Nurul and Farah S. Rezah. (2020). *Metode Penelitian Hukum: Doktrinal dan Non-Doktrinal.* Makassar: Social Politic Genius (SIGn)

Setiawan, Rachmand dan J. Satrio, (2010). *Penjelasan Hukum tentang Cessie*, Jakarta: Nasional Legal Reform Program

Subekti, R. & R. Tjitrosudibio. (2008). *Kitab Undang-Undang Hukum Perdata*, Jakarta: Malta Printindo.

Suteki dan Galang Taufani, (2018). *Metodologi Penelitian Hukum, Filsafat, Teori dan Praktik,* Jakarta: PT Raja Grafindo Persada.

Journal Article

Anisah, Lilies, Romawati & Atika Ismail. 2022. Cessie, Subrogation and Novation in Commercial Court Practices. *International Journal of Future Studies*. 5 (3). 317-324

Aulia, Gita Permata & Endang Sri Kawuryan, (2018). Legal Protection Against Cessie Buyers in the Transferring the Name of Land and Building Rights Certificates, *Journal of Legal Transparency* (1) 1, 79-98.

Batubara, Ichsan, et.al. (2023). Dispute Resolution Strategy for the Transfer of Receivables Collection Rights (Cessie) Within a Credit Agreement in Indonesia Supporting Economic Growth. *Journal of Environmental and Development Studies,* 4(2), 1-8.

Daniel, Clinton Einstein & Ambar Budhisulistyawati. (2021). Studi tentang Perlindungan Hukum Terhadap Kreditur Baru dalam Hal Gadai Cessie Fiktif, *Privat Law*. 9 (2), 247-257

Fitriana, Diana & Abdul Wahid. (2021). Upaya Hukum Cessionaris Terhadap Hak Tagih Atas Jaminan Hak Tanggungan Berdasarkan Pengalihan Hutang (Cessie). *Jurnal Hukum Sasana,* 7(2), 243-262.

Hamler. (2024). Cession and Legal Effects on The Debtor's Security Objects in Settlement Bad Credit (Case study of Pekanbaru District Court Decision No. 129/Pdt. G/2016/PN. Pbr). *Pena Law: International Journal of Law,* 2(1). 1-9

Muzaki, Ilham & Aris Machmud. (2023). Prosedur Pengalihan Cessie dalam Perspektif Hukum (Akibar Hukum Terhadap Jaminan Hak Tanggungan dan Perlindungan Debitur). *Binamulia Hukum*. 12 (1) 143-159

Nabila, Kholida, M. Sofyan & Isyana Sadjarwo. 2021. Court Decision to Replace the Deed of Sale and Purchase of Land in The Agreement and Switch of Cessie Rights. *Substantive Justice International Journal of Law*, 4 (2), 134-147

Pulungan, M. Sofyan. (2021). Court Decision to Replace the Deed of Sale and Purchase of Land in the Agreement and Switch of Cessie Rights. *Substantive Justice International Journal of Law,* 4(2), 134-147.

Rahmadinata, Yogi. (2022). Pengalihan Piutang Secara Cessie Sebagai Alternatif Penyelesaian Kredit dan Akibat Hukumnya Terhadap Jaminan Hutang Debitur. *Recital Review*, *4*(1), 25-61.

Rambing, Donny S & William R. Halomoan. (2024). Perlindungan Hukum Bagi Investor Pasar Modal di Perusahaan Anjak Piutang Yang Terikat Secara Cessie. *Jurnal Darma Agung*, 32(3), 345-352.

Website

Gultom, Obbie Afri. (2014). Cessie sebagai Jaminan Kebendaan, in Gultom Law Consultans Cited on August 13, 2024, From https://www.gultomlawconsultants.com/cessie-sebagai-jaminan-kebendaan/

Taqiyya, Saufa Ata. (2022). Dasar Hukum Cessie dan Penjelasannya. Cited on August 13, 2024 From https://www.djkn.kemenkeu.go.id/artikel/baca/15372/Pengalihan-Hak-Tagih-dengan-Cessie.html