

LEGAL CONSEQUENCES OF NOT REMOVING REGISTERED FIDUCIARY GUARANTEES FROM THE ONLINE SYSTEM IN BALI

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ABSTRACT

Fiduciary guarantees are material guarantees that are most widely used by banks. Fiduciary guarantees have been used by the Indonesian people since the Dutch colonial era. Based on the Circular Letter of the Directorate General of AHU Number AHU-06.OT.03.01 of 2013 concerning the Implementation of the Electronic Fiduciary Registration Administration System, registration of Fiduciary guarantees is no longer carried out at the Fiduciary registration office but is registered on the official website, namely <https://Fidusia.ahu.go.id>. The implementation of the elimination of Fiduciary guarantees registered in the online system is the obligation of the Fiduciary recipients, but in practice there are still Fiduciary recipients who do not fulfill their obligations to notify the removal of Fiduciary guarantees after the Fiduciary giver pays off their debts. There is no sanction that regulates if the Fiduciary recipient does not notify the cancellation of the Fiduciary guarantee which results in this obligation being not adhered to. The method used is the method of writing empirical law. The results that can be concluded in this study are that if the Fiduciary recipient does not notify the deletion of the Fiduciary guarantee, then the Fiduciary guarantee concerned cannot be re-registered.

KEYWORDS

Fiduciary guarantee; deletion; online system.

INTRODUCTION

National development is a series of development efforts carried out continuously in all areas of community, nation and state life to realize national goals. National development is carried out in order to realize national goals as written in the 1945 Constitution, namely protecting the entire nation and all of Indonesia's blood, improving general welfare, making the life of the nation intelligent, and participating in implementing world order based on freedom, eternal peace and social justice (Bonaraja Purba, 2001 : 6). The implementation of development covers aspects of national life, namely political, economic, socio-cultural and defense and security

aspects in a planned, comprehensive, targeted, integrated, gradual and sustainable manner to spur increased national capacity in order to realize a life that is parallel and equal to other, more advanced nations. . Economic development is part of national development, it is hoped that it can create and move Indonesian society towards a just and prosperous society based on Pancasila and the 1945 Constitution (Lindawati , 2004 : 23). In order to increase sustainable development, economic development actors really need quite large funds. As development activities increase and the need for funding increases, most of the funds needed to meet these needs are obtained through lending and borrowing activities (Purwahid Patrik dan Kashadi, 2008 :32).

In banking practice, the material collateral most widely used by banks is Fiduciary collateral, as a guarantee institution for movable objects (Mariam Darus Badruzaman, 2005 : 78). Based on Article 1 number 1 of Law Number 42 of 1999 concerning Fiduciary Guarantees, Fiduciary is the transfer of ownership rights to an object based on trust, provided that the object whose ownership rights are transferred remains in the control of the owner of the object. Currently, Fiduciary guarantees are regulated in Law Number 42 of 1999 concerning Fiduciary Guarantees as a guarantee institution which is expected to be able to provide legal protection to parties related to providing bank credit (Tan Kamelo, 2004 : 2).

Based on the provisions of Article 11 paragraph (1) of Law Number 42 of 1999 concerning Fiduciary Guarantees, it states that every object encumbered with Fiduciary Guarantees must be registered, registration of Fiduciary guarantees is carried out at the Fiduciary Registration Office. Article 13 paragraph (1) of Law Number 42 of 1999 concerning Fiduciary Guarantees regulates that Fiduciary Guarantee registration applications are made by the Fiduciary recipient, their proxy or representative by attaching a Fiduciary Guarantee registration statement.

Fiduciary Guarantee states that after registering the Fiduciary guarantee at the Fiduciary registration office, after that the Fiduciary registration office issues and hands over to the Fiduciary recipient a Fiduciary guarantee certificate on the same date as the date of receipt of the registration application. Apart from regulating the registration of Fiduciary guarantees, Law Number 42 of 1999 concerning Fiduciary Guarantees also regulates the elimination of Fiduciary guarantees, Article 25 paragraph (1) of Law Number 42 of 1999 concerning Fiduciary Guarantees states that Fiduciary guarantees are canceled due to the following reasons :

- a. Elimination of debts guaranteed by Fiduciary;
- b. Relinquishment of rights to Fiduciary guarantees by Fiduciary recipients; or
- c. Destruction of objects that are the object of Fiduciary Guarantee.

When the debtor has fulfilled all his achievements to the creditor and the creditor as recipient of the Fiduciary will notify him regarding the abolition of the Fiduciary Guarantee as intended in paragraph (1) above by attaching a statement regarding the write-off of the debt, release of rights or the destruction of the object which is the object of the Fiduciary Guarantee, this provision is in full is strictly regulated in Article 25 paragraph (3) of Law Number 42 of 1999 concerning Fiduciary Guarantees.

Currently, the process of registering and deleting Fiduciary guarantees manually through the Fiduciary guarantee office has been replaced by an online Fiduciary guarantee registration administration system. The implementation of the Fiduciary guarantee registration system online is confirmed by the issuance of Regulation of the Minister of Law and Human Rights Number 9 of 2013 concerning the Implementation of Electronic Registration of Fiduciary Security, Regulation of the Minister of Law and Human Rights Number 25 of 2021 concerning Procedures for Registration, Changes and Deletion Fiduciary Guarantee and Government Regulation Number 21 of 2015 concerning Procedures for Fiduciary Registration and Fees for Fiduciary Guarantee Deeds.

From initial observations that the author obtained from the Bali Province Regional Office of the Ministry of Law and Human Rights, there is a problem that occurs, namely that Fiduciary recipients often do not delete Fiduciary guarantees either intentionally or unintentionally, supported by data combined from 2017 to 2021. In the province of Bali, the number of registrations for Fiduciary guarantees is 514,222, but only 118,686 people have removed Fiduciary guarantees. From the data obtained above, it can be seen that the comparison between the number of registrations and the deletion of Fiduciary guarantees in the Bali region is still very different. Initial observations were also carried out at several Notary offices in Bali Province, it was found that several Fiduciary guarantees had expired but had not been written off. Data obtained at several Notary offices found Fiduciary guarantees that had been completed but had not been written off.

In accordance with the provisions of Law Number 42 of 1999 concerning Fiduciary Guarantees, Fiduciary collateral objects that have been registered by the Fiduciary recipient (creditor) must again be removed from the Fiduciary guarantee if the party giving the Fiduciary (debtor) has fulfilled all its achievements, but in practice this still often happens. a gap where after the party giving the Fiduciary (debtor) has fulfilled all its achievements but the recipient of the Fiduciary (creditor) does not carry out its obligations, namely carrying out notification regarding the removal of the Fiduciary guarantee from the object.

Judging from the provisions of Law Number 42 of 1999 concerning Fiduciary Guarantees, Regulation of the Minister of Law and Human Rights Number 25 of 2021 concerning Procedures for Registration, Changes and Elimination of Fiduciary Guarantees and Government Regulation No. 21 of 2015 concerning Procedures for Registration of Fiduciary Guarantees, there is indeed no explanation or regulation regarding the sanctions that will be obtained for Fiduciary recipients (creditors) if Fiduciary collateral is not removed, this also makes it possible for many Fiduciary recipients (creditors) to not carry out their obligations. because there were no sanctions obtained as a result of this action.

METHOD

This research uses empirical legal research. Empirical legal research is research that departs from the gap between *das solen* and *das sein*, namely the gap between applicable statutory provisions and the reality of their implementation in the field, the gap between the theoretical situation and legal facts, and/or the existence of a situation of ignorance which is studied to fulfill satisfaction. academic. In empirical legal research, various types of research can be used, including research into the enactment of law and research aimed at identifying living laws (Ade Saptomo, 2009 : 42). This research was conducted to ensure whether the results of the application or implementation of normative legal provisions on legal events that occur in society have proceeded in accordance with the provisions of the applicable laws and regulations (Amiruddin dan Zainal Asikin, 2012 : 25)

DISCUSSION

Implementation of Elimination of Fiduciary Collateral in the Online System in Bali

Fiduciary is an accessory agreement between the debtor and the creditor which contains a statement of the transfer of ownership rights in trust to the debtor's movable objects to the creditor, but these objects are still controlled by the debtor as the borrower's use and are intended only as collateral for the repayment of the loan money (Frieda Husni Hasibullah, 2009 : 15). Therefore, Fiduciary guarantees are sought after by debtors because debtors can still physically control and use the goods (Frieda Husni Hasibullah, 2005 : 7).

As an *accessoir* agreement (additional agreement), the Fiduciary guarantee agreement has the following

characteristics: (Gunawan Widjaya, et.all, 2007 : 2).

1. The nature of dependence on the main agreement;
2. Validity is solely determined by whether or not the main agreement is valid;
3. As a conditional agreement which can only be implemented if the conditions implied in the main agreement have or have not been fulfilled.

Article 11 of Law Number 42 of 1999 concerning Fiduciary Guarantees regulates that:

1. Objects encumbered with Fiduciary collateral must be registered.
2. In the event that the objects encumbered with Fiduciary guarantees are outside the territory of the Republic of Indonesia, the obligations as intended in paragraph (1) remain in effect.

The obligation to register objects encumbered with Fiduciary guarantees still applies even though the objects encumbered with Fiduciary guarantees are outside the territory of Indonesia. The obligation to register Fiduciary collateral is also to provide legal certainty to the recipient of the Fiduciary that the status of the Fiduciary collateral object pledged to him is an object that is or is not being used as collateral in another agreement (Ahmad Sanusi, 2013 : 63).

Registration of Fiduciary guarantees also aims to: (Oey Hoey Tiong, 1984 : 5)

1. Provide legal certainty to interested parties, especially to other creditors regarding objects that have been encumbered with Fiduciary collateral.
2. Create a Fiduciary guarantee bond for the Fiduciary recipient.
3. Give priority rights (preference rights) to the Fiduciary recipient over other creditors, because the Fiduciary giver still controls the object that is the object of the Fiduciary guarantee based on trust.

Rachmadi Usman also revealed that the aims and objectives of Fiduciary registration are as follows:

1. Provide legal certainty regarding Fiduciary collateral objects to parties and other creditors who may have the same interests;
2. This is the time when the Fiduciary guarantee is born;
3. Give priority position to creditors;
4. Fulfillment of Publicity Principles (Rachmadi Usman, 2009 : 199).

The registration of Fiduciary guarantees will further guarantee the preference rights of creditors and also determine the birth of creditor preference rights. Registration of Fiduciary guarantees is also very influential in providing legal certainty for the parties, both for Fiduciary givers and Fiduciary recipients, this is because Fiduciary guarantees provide The right of the Fiduciary giver to remain in control of the object that is the object of the Fiduciary guarantee is based on trust, so it is hoped that this Fiduciary guarantee registration system can provide guarantees to the Fiduciary recipient who has an interest in the object that is the object of the Fiduciary guarantee.

Based on the provisions of Article 13 of Law Number 42 of 1999 concerning Fiduciary Guarantees, registration of Fiduciary guarantees is carried out manually by means of an application for registration of Fiduciary guarantees by the Fiduciary recipient, their proxy or representative to the Fiduciary registration office which is then recorded in the Fiduciary register book on the same date. with the date of receipt of the registration application, but registering the Fiduciary guarantee through the Fiduciary guarantee office feels that the process

of processing and issuing the Fiduciary guarantee certificate takes a long time and the costs incurred are not small. Based on these considerations, through the Circular Letter of the Directorate General of AHU Number AHU-06.OT.03.01 of 2013 concerning the Implementation of an Electronic Fiduciary Security Registration Administration System (Online System), the government issued regulations regarding online Fiduciary registration to improve services. Fiduciary guarantee registration law is easy, fast, comfortable and at low cost which is regulated in several laws and regulations.

The implementation of the online Fiduciary guarantee registration system is also regulated by the issuance of Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 9 of 2013 concerning the Implementation of Electronic Fiduciary Registration, Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 25 of 2021 concerning Registration Procedures, Changes and Abolition of Fiduciary Guarantees and Government Regulation Number 21 of 2015 concerning Procedures for Registration of Fiduciary Guarantees and Fees for Making Fiduciary Guarantee Deeds. Based on Article 1 of the Minister of Law and Human Rights Regulation Number 9 of 2013, it is explained in this Ministerial Regulation that electronic registration of Fiduciary guarantees is the registration of Fiduciary guarantees carried out by the applicant by filling out the application electronically. The applicant is the recipient of the Fiduciary, proxy or representative.

In Article 2 of the Minister of Law and Human Rights Regulation Number 9 of 2013, it is determined that the implementation of electronic registration of Fiduciary guarantees includes:

1. Registration of Fiduciary guarantee application;
2. Registration of changes to Fiduciary guarantees;
3. Elimination of Fiduciary guarantees.

Furthermore, regarding the procedures for registering and deleting Fiduciary guarantees as regulated in Government Regulation Number 21 of 2015 concerning Procedures for Registration of Fiduciary guarantees and Costs for Making Fiduciary Guarantee Deeds, Article 2 paragraph (1) regulates that applications for registration of Fiduciary guarantees, requests for revision of Fiduciary guarantee certificates, the application for changes to the Fiduciary guarantee certificate, and notification of deletion of the Fiduciary guarantee certificate is submitted by the Fiduciary recipient, their proxy or representative to the Minister, and in Article 19 paragraph (3) Ministerial Regulation Number 25 of 2021 concerning Procedures for Registration, Changes and Deletion of Fiduciary Guarantee states notification of deletion of Fiduciary guarantee as referred to in paragraph (1) is submitted electronically by filling in the deletion notification form. The application as referred to above is submitted through the electronic Fiduciary guarantee registration system which can be done via a kiosk (website), namely Fidusia.ahu.go.id electronic Fiduciary guarantee registration service, so based on this regulation electronic Fiduciary guarantee registration (online) is enforced.

The obligation to register Fiduciary guarantees is also regulated in Law Number 42 of 1999 concerning Fiduciary Guarantees which states that the Fiduciary recipient shall notify the cancellation of the Fiduciary guarantee by attaching a statement regarding the cancellation of debt, release of rights, or the destruction of the object that is the object of the Fiduciary guarantee.

In accordance with Article 25 of Law Number 42 of 1999 concerning Fiduciary Guarantees, Fiduciary guarantees are canceled because of the following:

- a. Elimination of debts guaranteed by Fiduciary;
- b. Relinquishment of rights to Fiduciary guarantees by Fiduciary recipients; or
- c. Destruction of objects that are the object of Fiduciary collateral.

In Government Regulation Number 21 of 2015 concerning Procedures for Registration of Fiduciary Guarantees in Article 16 paragraph (2) which states that in the event that Fiduciary collateral is deleted as intended in paragraph (1), the recipient of the Fiduciary, their proxy or representative, is obliged to notify the Minister within a certain period of time. no later than 14 (fourteen) days from the date of deletion of Fiduciary guarantees and in Article 19 paragraph (2) Ministerial Regulation Number 25 of 2021 concerning Procedures for Registration, Changes and Deletion of Fiduciary Guarantees regulates the removal of Fiduciary guarantees as intended in paragraph (1), the Applicant is obliged to notify the Minister within a period of no more than 14 (fourteen) days from the date the Fiduciary guarantee is terminated. So it is very clear that in this case the person who is obliged to remove the Fiduciary guarantee is the party receiving the Fiduciary, their proxy or representative, namely the creditor. However, the empirical facts obtained are based on the results of this research regarding the implementation of the obligation to write off Fiduciary guarantees, where Fiduciary guarantees are removed because the write-off of debts guaranteed by Fiduciary has not been effective in accordance with the applicable statutory provisions. The facts obtained in the field regarding the implementation of the elimination of Fiduciary guarantees are that there are still registered Fiduciary guarantees, but the comparison between those who remove Fiduciary guarantees is still very different.

From the results of research carried out at the Regional Office of the Ministry of Law and Human Rights, Bali Province, data obtained regarding the registration of Fiduciary guarantees and the elimination of Fiduciary guarantees from 2017 to 2021 in the province of Bali, the number of Fiduciary guarantee registrations was 514,222 but those who carried out collateral deletions Fiduciary is only 118,686, supported by this data here it can be seen that the comparison between the number of registrations of Fiduciary guarantees and the elimination of Fiduciary guarantees in the Bali region is still very different. Based on the results of interviews conducted with Bachelor as Functional Legal Counselor for the Ministry of Law and Human Rights of Bali Province, he explained that problems arise if the obligation to remove Fiduciary collateral is not carried out by the Fiduciary recipient, namely the creditor, whether intentionally or not. He also explained that implementing the elimination of Fiduciary guarantees is very important so that it does not cause problems in the future, but in reality there are still Fiduciary recipients who do not carry out the deletion of Fiduciary guarantees even though at this time the application for removing Fiduciary guarantees is free of deletion fees. The implementation of the elimination of Fiduciary collateral has not been effective and has not been carried out in accordance with the provisions of laws and regulations even though the Ministry of Law and Human Rights has continuously carried out outreach regarding the obligation to eliminate Fiduciary collateral to the public and to financing institutions.

He also said that there are reasons why the Fiduciary guarantee is not written off, firstly, it could be because it is not necessarily paid off even though the credit period has ended, secondly because it could be that the Fiduciary guarantee has been paid off but has not been written off by the creditor or Fiduciary recipient, hence the difference. From the registration of Fiduciary collateral to the elimination of Fiduciary collateral, it can be very different due to the reasons above. He said that the system at the Regional Office of the Ministry of Law and Human Rights, namely [Fidusia.ahu.go.id](https://fidusia.ahu.go.id), cannot check whether the Fiduciary collateral has been paid in full or not. not yet and what is the condition of the credit, is it running smoothly or not, because the only person who has the authority is the recipient of the Fiduciary, namely the creditor, in the [Fidusia.ahu.go.id](https://fidusia.ahu.go.id) system which he can access, he can only see the number of registrations and deletions of Fiduciary collateral from year to year and look at the Fiduciary guarantee certificate.

Removal of Fiduciary guarantees has a time limit of 14 days after payment is completed, this is in accordance with the provisions of Article 16 paragraph (2) of Government Regulation Number 21 of 2015 and Article 19 paragraph (2) of Ministerial Regulation Number 25 of 2021 concerning Procedures for Registration, Amendments, and Removal of Fiduciary Collateral, so the Fiduciary recipient is expected to immediately apply

for the removal of Fiduciary collateral so that in the future the debtor will not experience difficulties when registering the object to be reused as Fiduciary collateral. In Government Regulation Number 21 of 2015 and Ministerial Regulation Number 25 of 2021 concerning Procedures for Registration, Changes and Deletion of Fiduciary Collateral it is also stated that there is no charge for the deletion, thus this should no longer be a burden for Fiduciary recipients to increase their awareness to remove Fiduciary collateral.

This research also interviewed several Notaries who helped carry out the registration and deletion of Fiduciary guarantees online, one of which was Notary Randy Komang Stefano, from the data summarized by him from 2017 to 2021 there were several Fiduciary guarantee deeds whose terms had expired but had not yet expired. written off, but the Notary does not know whether the Fiduciary guarantee has been paid off or not, because the authority to check whether the credit has been paid off or not lies with the authority of the creditor, but according to the Notary with the credit period that has matured, the Fiduciary guarantee should have been paid off, he said. also said that there were still Fiduciary recipients who did not remove Fiduciary collateral, whether intentionally or unintentionally, even though he had always reminded Fiduciary recipients, namely creditors, that if the Fiduciary giver, namely the debtor, had paid off all his credit then no later than 14 days calculated from the day of repayment. , creditors must remove Fiduciary collateral, but in reality sometimes creditors forget this obligation.

From the results of interviews conducted with Notary in Denpasar, from data supported from 2017 to 2021 there are several Fiduciary guarantee deeds whose terms have matured but have not been written off, but the Notary does not know whether the Fiduciary guarantee has been paid off or not. not yet, but according to the Notary with the credit period that has matured, the Fiduciary guarantee should have been paid off. From the results of interviews with several Notaries and the Functional Legal Extension staff at the Regional Office of the Ministry of Law and Human Rights, it was found that there were problems and weaknesses visible in the Fiduciary Guarantee Certificate, in the Fiduciary Guarantee Certificate it turned out that there was no credit agreement term of the main agreement Before the imposition of Fiduciary collateral occurs, the absence of a credit agreement period when it starts or when it ends gives rise to a number of problems. With the absence of a credit agreement term in this Fiduciary Guarantee Certificate, the parties holding the Fiduciary Guarantee Certificate, namely the Fiduciary giver and Fiduciary recipient, do not know when this credit agreement begins and ends if they only look at the Fiduciary Guarantee Certificate, the term of the credit agreement is only stated in The Fiduciary Guarantee Deed is made by a Notary but is not stated on the Fiduciary Guarantee Certificate. The lack of certainty regarding the term of the credit agreement in the Fiduciary Guarantee Certificate is like creating an empty and hanging section. The term of the credit agreement in the Fiduciary Guarantee Certificate should need to be included so as not to create a section empty and hanging. So, if the Fiduciary recipient and Fiduciary giver want to see the term of the credit agreement, when it starts or when it ends, they must first look at the Fiduciary Guarantee Deed.

From this data, it shows that there are still Fiduciary recipients who do not request the removal of Fiduciary collateral even though the credit maturity period has ended. He also always urges creditors to delete Fiduciary collateral as soon as possible if the debtor has fulfilled all his achievements, and always explain to Fiduciary recipients and Fiduciary givers that at this time the elimination of Fiduciary guarantees is free from deletion costs and this should be a consideration for Fiduciary recipients to immediately eliminate Fiduciary guarantees considering that the costs are no longer a burden and have greatly eased the Fiduciary recipients.

From the results of the interview conducted with the debtor, he said that he had entered into a credit agreement and charged Fiduciary collateral, but his credit had been paid off and he was only given a credit repayment certificate (Roya certificate of Fiduciary guarantee), but the creditor did not remove the collateral. Fiduciary,

even though it is the creditor's obligation.

From the data found in the field, the debtor was only given a letter requesting the cancellation of the Fiduciary guarantee certificate, where he was only given the letter by the creditor, the creditor was not responsible for notifying the deletion of the Fiduciary guarantee and the debtor was greatly disadvantaged by carrying out the deletion notification himself with the help of another party. with proof of the letter, the contents of which say that the Debtor's debt has been paid off.

From data obtained from the Ministry of Law and Human Rights of Bali Province, several Notary offices and debtors indicate that the implementation of statutory provisions regarding the elimination of Fiduciary guarantees online has not been effective, in practice in the field and several informants and respondents have reaffirmed the existence of Fiduciary guarantees which is not deleted.

Legal Consequences of Not Eliminating Fiduciary Guarantees in the Online System

Removing Fiduciary guarantees is an obligation for Fiduciary recipients to prevent re-Fiduciaries which of course will be detrimental to the debtor. Re-Fiduciary is a situation where objects that have been registered as Fiduciary collateral cannot be encumbered or re-registered as Fiduciary collateral because the Fiduciary collateral has not been removed by the Fiduciary recipient. Re-Fiduciary cannot be carried out because the object that has been encumbered with Fiduciary does not belong to the Fiduciary giver but the juridical ownership rights have been transferred to the Fiduciary recipient.

Currently, registration and deletion of Fiduciary collateral is done online and there is no longer any gap for a Fiduciary to be re-done. In the online system, if a Fiduciary is re-registered, the registration will automatically be rejected by the server because the item is still registered as Fiduciary collateral. The Fiduciary giver can only re-pledge the object or object of the Fiduciary guarantee if the Fiduciary guarantee has been removed by the Fiduciary recipient so that the object is free from the Fiduciary guarantee list. The purpose of eliminating Fiduciary collateral is to free the object that is the object of Fiduciary collateral from the burden of Fiduciary collateral. As long as the Fiduciary recipient has not removed the Fiduciary guarantee and the certificate of invalid Fiduciary guarantee has not been issued, the object that is the object of the Fiduciary guarantee has not been erased and remains attached as Fiduciary collateral.

Legal consequences are the result of an action carried out to obtain a desired result by the perpetrator which is regulated by law. Legal consequences are all the consequences that occur from all legal actions carried out by legal subjects against legal objects or other consequences that are caused by certain events that the relevant law has determined or considered as legal consequences (Soeroso, 2006 : 295).

The legal consequences of not deleting Fiduciary guarantees registered in the online system have an impact on several things, namely:

1. Legal consequences for Fiduciary providers,
2. Legal consequences for Fiduciary recipients, and
3. Legal consequences for the object of Fiduciary collateral.

The legal consequence of not removing the Fiduciary guarantee for the Fiduciary giver is that the Fiduciary giver can no longer guarantee the object of the guarantee. In accordance with Article 17 paragraph (2) Government Regulation Number 21 of 2015 which states: If the Fiduciary Recipient, his or her proxy or representative does not notify the removal of Fiduciary Guarantee as intended in Article 16, the Fiduciary concerned cannot be re-

registered, and Article 20 paragraph (2) Ministerial Regulation Number 25 of 2021 concerning Procedures for Registration, Changes and Deletion of Fiduciary Collateral which states that if the applicant does not notify the deletion of Fiduciary collateral as intended in article 19, the Fiduciary collateral in question cannot be re-registered. So if in the future the debtor wants to enter into a Fiduciary guarantee agreement with the same object, it cannot be registered again.

From the results of an interview conducted with Mr. I Gede Prima Praja Bachelor as Functional Staff for Legal Counsel at the Ministry of Law and Human Rights, the legal consequences for the Fiduciary giver if the Fiduciary recipient does not delete the Fiduciary guarantee is that the object that is the Fiduciary guarantee will not be able to be re-registered, the debtor as Fiduciary givers will not be able to re-register their Fiduciary collateral at a later date because the object is still registered and encumbered as Fiduciary collateral. In registering Fiduciary collateral online, it is impossible for a Fiduciary guarantee to be re-secured, if the item or object is still registered as Fiduciary collateral, if it is re-registered to be used as Fiduciary collateral automatically, it will definitely not be automatically entered by the online administration center system of the Ministry of Law and Human Rights.

The legal consequence of not removing the Fiduciary guarantee for the Fiduciary recipient is that the status of the juridical ownership rights of the Fiduciary collateral object still remains with the Fiduciary recipient, this results in the debtor as the Fiduciary giver not being able to re-pledge the object in the future because the legal ownership rights of the object are still under the control of the previous Fiduciary recipient. In this case, the Fiduciary giver is very disadvantaged as a result of the actions of the Fiduciary recipient. If the debt from the debtor has been paid off, the Fiduciary recipient must return the legal ownership rights over the object to the Fiduciary giver by carrying out his obligations, namely notifying the Minister of the write-off within a period of no later than fourteen days from the date the debt is paid off. Removal of Fiduciary collateral must be carried out to free objects that are the object of Fiduciary collateral from the burden of Fiduciary collateral. As long as the Fiduciary recipient has not removed the Fiduciary guarantee and has not issued a certificate stating that the Fiduciary guarantee in question is no longer valid, the object that is the object of the Fiduciary guarantee has not been erased and remains attached as Fiduciary collateral.

The legal consequences of not removing the Fiduciary guarantee for the object of the Fiduciary guarantee are in accordance with Article 17 paragraph (2) Government Regulation Number 21 of 2015, namely if the Fiduciary Recipient, their proxy or representative does not notify the removal of the Fiduciary Guarantee as intended in Article 16, the Fiduciary Guarantee concerned cannot re-registered. Because if the Fiduciary guarantee is not removed, the object or object of the guarantee is still recorded or registered as Fiduciary collateral, and this will result in that if the object is re-registered as Fiduciary collateral by the Fiduciary provider then that is where the consequences will be felt, namely that it will automatically not be input by system because the object is still registered as Fiduciary collateral.

In the socialization carried out by the Ministry of Law and Human Rights of Bali Province in the context of socializing Fiduciary services to provide understanding to the public about Fiduciary, it was conveyed that if the Fiduciary guarantee is not removed then the object or object of the guarantee cannot be re-registered by the Fiduciary provider in the future. because the object is still registered as Fiduciary collateral and is still burdened with Fiduciary collateral, in online Fiduciary registration it is impossible for a Fiduciary to be re-registered as during manual registration, if the object or object is still registered as Fiduciary collateral and wants to be registered again to be used as Fiduciary collateral then will be directly rejected by the central online administration system.

In agreement with the explanation above, based on the results of interviews conducted with Notaries regarding

the legal consequences if the Fiduciary collateral is not removed from the Fiduciary collateral object, the object cannot be re-registered as Fiduciary collateral because the collateral object is still registered in Fiduciary collateral status in the Directorate General's data base. General Legal Administration which causes it to not be input by the server in the online system. This is where the function of deleting the Fiduciary guarantee is so that the object that is the object of the guarantee is no longer recorded or registered as a Fiduciary guarantee, so that in the future the object of the guarantee can be re-registered as a Fiduciary guarantee.

There are no sanctions that regulate if the creditor as the recipient of the Fiduciary does not carry out its obligations, namely notifying the removal of the Fiduciary guarantee after the debtor has paid all his debts, there are problems related to the lack of strict provisions in Government Regulations that regulate these sanctions. In article 16 paragraph (2) of Government Regulation Number 21 of 2015 concerning Procedures for Registration of Fiduciary Guarantees and Costs for Making a Fiduciary Deed, it regulates that the recipient of the Fiduciary, namely the creditor, is obliged to notify the Minister of the removal of the Fiduciary guarantee after the debtor has paid off all his debts, but there are no sanctions if the obligation if this is violated, the Government Regulation should be equipped with sanctions, because if there are provisions in the article that regulate the existence of obligations, there should be regulations that regulate sanctions. In the Government Regulation it regulates obligations but on the other hand it does not regulate sanctions, so there are principles of the theory of legal certainty which are still not yet complete. Automatically, legal certainty for Fiduciary givers and Fiduciary recipients has not yet found clarity.

According to Phillipus M. Hadjon, legal protection for the people is a preventive and repressive government action. Preventive government action is the enactment of Law Number 42 of 1999 concerning Fiduciary Guarantees and its implementing regulations, namely Government Regulation Number 21 of 2015 concerning Procedures for Registration of Fiduciary Guarantees and Costs for Making Fiduciary Guarantee Deeds and Minister of Law and Human Rights Regulation Number 25 of 2021 concerning Procedures How to Register, Change and Deletion Fiduciary Collateral. This action aims to prevent violations and provide signs and limitations in carrying out obligations. Meanwhile, repressive government action is the final protection in the form of sanctions such as fines, imprisonment and additional penalties that are given if a dispute has occurred or a violation has been committed, but the principles of this protection theory, especially for repressive government action, are still not complete, because the repressive action should be This form of sanction is not contained in Government Regulation Number 21 of 2015 concerning Procedures for Registration of Fiduciary Guarantees and Fees for Making Fiduciary Guarantee Deeds or in Minister of Law and Human Rights Regulation Number 25 of 2021 concerning Procedures for Registration, Amendments and Removal of Fiduciary Guarantees. The principle of this protection theory only fulfills preventive legal protection but does not fulfill repressive legal protection.

From the results of the explanation above, it can be concluded that the impact that will arise on objects or objects if the Fiduciary recipient does not delete the Fiduciary guarantee is that the status of the object is still registered as Fiduciary collateral and burdened with Fiduciary collateral, so that it cannot be re-pledged to be registered as Fiduciary collateral at a later date by fiduciary. In this case, the debtor as the Fiduciary giver is at a loss because legally the debtor has already paid off his debt so that nothing should be able to prevent the debtor from re-placing the object as collateral, but because the creditor as the Fiduciary recipient has not removed the Fiduciary guarantee, the collateral object is still recorded as Fiduciary collateral and cannot be re-collateralized at a later date to be registered as Fiduciary collateral by other creditors.

The legal consequences of the negligence of the Fiduciary recipient for not providing notification of the cancellation of the Fiduciary guarantee to the Minister which is registered in the online system not only results

in the object of the Fiduciary guarantee not being able to be re-registered but there are impacts which result in debtors such as loss of time, the Law stipulates that only one The consequence is that the object of the Fiduciary guarantee cannot be re-registered because it is still listed as a Fiduciary guarantee, but here there are several other consequences, namely losses for the debtor because the Fiduciary guarantee was not removed, and with this loss the debtor has the right to make a claim because it could be the debtor In the short period of time after he has paid off all his debts and does not know if the Fiduciary collateral object has not been removed from the Fiduciary List then the debtor will be greatly disadvantaged in time, the law should be able to predict further the weaknesses and problems that occur not only in the Fiduciary collateral object. which cannot be re-registered.

CONCLUSION

From the results of the explanation above, it can be concluded that the impact that will arise on objects or objects if the Fiduciary recipient does not delete the Fiduciary guarantee is that the status of the object is still registered as Fiduciary collateral and burdened with Fiduciary collateral, so that it cannot be re-pledged to be registered as Fiduciary collateral at a later date by fiduciary. In this case, the debtor as the Fiduciary giver is at a loss because legally the debtor has already paid off his debt so that nothing should be able to prevent the debtor from re-placing the object as collateral, but because the creditor as the Fiduciary recipient has not removed the Fiduciary guarantee, the collateral object is still recorded as Fiduciary collateral and cannot be re-collateralized at a later date to be registered as Fiduciary collateral by other creditors.

The legal consequences of the negligence of the Fiduciary recipient for not providing notification of the cancellation of the Fiduciary guarantee to the Minister which is registered in the online system not only results in the object of the Fiduciary guarantee not being able to be re-registered but there are impacts which result in debtors such as loss of time, the Law stipulates that only one The consequence is that the object of the Fiduciary guarantee cannot be re-registered because it is still listed as a Fiduciary guarantee, but here there are several other consequences, namely losses for the debtor because the Fiduciary guarantee was not removed, and with this loss the debtor has the right to make a claim because it could be the debtor In the short period of time after he has paid off all his debts and does not know if the Fiduciary collateral object has not been removed from the Fiduciary List then the debtor will be greatly disadvantaged in time, the law should be able to predict further the weaknesses and problems that occur not only in the Fiduciary collateral object. which cannot be re-registered.

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