Legal Protection for Land Ownership Certificate Holders in Positive Indonesian Law

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Abstract. This study aims to describe the legal protection for holders of certificates of ownership of land in positive law in Indonesia and to find out the strength and legal certainty of holders of certificates of land rights on loan guarantees. The type of research used in this research is library research with a normative research approach. Sources of research data using secondary data sources, then analyzed by qualitative analysis with deductive thinking. The results of this study concluded that legal protection for holders of certificates of ownership of land in positive law in Indonesia, namely legal protection for holders of certificates of ownership of land as owners of land rights, namely Article 32 of Government Regulation no. 24 of 1997 concerning Land Registration. Meanwhile, the legal protection for land ownership certificate holders as mortgage recipients is the General Elucidation of Law no. 4 of 1996 concerning Mortgage on Land and Objects Related to Land Number (4). The legal force of the holder of the certificate of ownership of land on loan guarantees has the same executorial power as a court decision that has permanent legal force and is valid as a substitute for the grosse deed of hyphotheek in the implementation of parate execution.
Keywords: Legal Protection, Certificates, and Debt Guarantees.

1. Introduction

The land registration system implemented in Indonesia is a negative land registration system, where the state accepts any data stated by the party requesting passive land registration, automatically providing an opportunity if at any time a lawsuit is filed by a third party who feels entitled to the same land. So that the right holder who has a certificate of land rights at any time and without a certain time limit can lose his rights due to a lawsuit filed by a third party with the result that the certificate must be canceled[1,2].

Land registration in a negative system is in fact still unable to provide full legal certainty to people whose names have been registered on land certificates as rights holders because the state does not completely guarantee the truth of the records presented. To overcome the problem that the system adopted by Indonesia has a nature that can endanger the legal certainty of land ownership, Government Regulation no. 24 of 1997 concerning Land Registration is intended to support the realization of legal certainty which is the application of the customary law of Rechtvending, giving rise to a negative stelsel system with positive elements. However, the balance created has not completely overcome the problems that occur in land.

Problems in land are not foreign to every human being. Land is a natural resource that has benefits for the welfare and prosperity of life and has a social function for humans. Another example is a certificate of land rights that is pledged as collateral for a loan or debt. Collateral is something given to creditors to create confidence that the debtor will fulfill obligations that can be valued in money arising from an engagement. Therefore, a strong

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guarantee rights institution is needed that is able to provide protection and guarantees of legal certainty for interested parties, both the giver or recipient of the loan or debt[3,4].

Prior to the enactment of Law no. 4 of 1996 concerning Mortgage on Land and Objects Related to Land (hereinafter referred to as mortgage), the laws and regulations governing the imposition of land rights are Article 21 of the Second Book of the Civil Code (hereinafter referred to as the Civil Code).), relating to mortgages and credietverband in staaatsblad 1908-542 as amended by staatsblad 1937-190. The two provisions are no longer valid because they are no longer in accordance with the needs of credit activities in Indonesia[5–7].

The provisions regarding mortgages and creditverbands are no longer in accordance with the principles of national land law and in fact cannot accommodate developments that occur in the field of credit and security rights as a result and progress of economic development. The enactment of the Law on Mortgage Rights is the implementation of the provisions of Article 51 of Law Number 5 of 1960 concerning Basic Agrarian Principles which states that mortgage rights that can be imposed on property rights, cultivation rights, and building use rights are in Article 25, Article 33 and Article 39 are regulated by law[8].

Mortgage rights are accessoir, only a bond of the main agreement, namely an agreement that creates a legal relationship between debts and credits. The existence of individual property rights to land becomes more meaningful in the capital value of assets, one of which can be used as collateral for a credit or loan. This study will discuss issues related to the certificate of ownership of land used as collateral for debt, namely in case Number 13/Pdt.G.S/2020/PN Bbs. In this case, the Defendants are husband and wife who have bound themselves in a debt agreement with the Plaintiff, in which the Plaintiff has provided a debt loan to the Defendants as stated in the Debt Agreement dated November 30, 2015. To guarantee the payment of the loan, the Defendants have provided guarantees. a plot of land and building as stated in SHM Number: 00641 with an area of 223 m2 on behalf of Sutiyah (Defendant II) located in Kedunguter Village, RT. 008 RW. 002 Brebes District, Brebes Regency. The Defendants did not have good faith to carry out the installment payments and the settlement of loans to the Plaintiffs, although the Plaintiffs have made a family approach, but the Defendants only promised but never kept those promises. Based on the description of the background above, the main problems to be discussed in this study are formulated as follows : What is the legal protection for land ownership certificate holders in positive law in Indonesia?, and How is the power and legal certainty for the holders of land rights certificates as collateral for debt loans?

2. Method

This type of research is library research. Library research is research that is carried out through library data collection or research carried out to solve a problem which basically relies on a critical and in-depth study of relevant library materials. This research includes library research because data sources can be obtained from libraries or other documents in written form, both from journals, books and other literature.[9,10].

3. Result & Discussion

3.1. Legal Protection For Land Ownership Certificate Holders In Positive Law In Indonesia

Agreements can basically be divided into two types, namely the main agreement and the accessor agreement. Principal agreements are agreements which for their existence have an

independent basis. Meanwhile, the existence of this material guarantee is an additional agreement (accessoir). This additional agreement is a supporter of the predecessor agreement (the main agreement) which has been agreed upon by the parties, namely the loan agreement. So the nature of the additional agreement follows or depends on the main agreement.

The guarantee agreement is an additional or follow-up agreement. Or it can be interpreted that the existence of the guarantee agreement cannot be separated from the existence of the main agreement or guarantee that arises because of the main agreement. The guarantee agreement refers to the main agreement and is held in the context of the interest of the main agreement to provide a strong and secure position to creditors. The main agreement that precedes the birth of a guarantee agreement is generally in the form of a credit agreement, loan agreement, or debt agreement.

A guarantee agreement cannot stand alone, thus a guarantee agreement is impossible if there is no main agreement. If in this case the parties agree that the loan is guaranteed by land rights, then they must enter into a guarantee agreement to encumber the land rights with mortgage rights. The agreement to grant mortgage rights is an agreement that is complete in nature as regulated in the General Elucidation of Law no. 4 of 1996 concerning Mortgage on Land and Objects Related to Land in point 8 reads:

Due to the mortgage right which by its nature is a follow-up or accessoir to a certain receivable, which is based on a debt-receivable agreement or other agreement, its birth and existence is determined by the existence of a receivable whose repayment is guaranteed.

If the receivable is transferred to another creditor, then the mortgage that guarantees it, because the law also transfers to the creditor. Likewise, if the mortgage is nullified by law, due to settlement or other reasons, the guaranteed receivables are written off. Mortgage rights cannot stand alone without being supported by an agreement (debt agreement) between the recipient and the debt lender. The agreement stipulates the legal relationship between the recipient and the debt lender, both regarding the amount of the debt loan received by the borrower, the repayment period of the debt loan, as well as guarantees that will later be tied with mortgage rights. Because the mortgage cannot be separated from the debt agreement, that is why the mortgage is said to be an accessoir (following) the main agreement.

The nature of the accessoir contained in the mortgage as stated in the General Elucidation of Item 8 of the UUHT is then described in Article 10 paragraph (1) of Law no. 4 of 1996 concerning Mortgage on Land and Objects Related to Land which stipulates that:

In accordance with the nature of the accessor of Mortgage, the grant must be a follow-up to the main agreement, namely an agreement that creates a legal relationship between debts that are guaranteed to be paid off. The agreement that gives rise to this debt-receivable relationship can be made with a private deed or must be made with an authentic deed, depending on the legal provisions governing the material of the agreement. In the event that the debt relationship arises from a debt agreement or credit agreement, the agreement can be made at home or abroad and the parties concerned can be individuals or foreign legal entities as long as the credit in question is used for development purposes in the territory. Republic of Indonesia.

Material guarantees have the most dominant position and are considered strategic in debt or loan agreements. The material collateral most requested by borrowers is in the form of land, because economically the land has favorable prospects. When the land will be used as collateral object, then the rules are based on Law no. 5 of 1960 concerning Basic Regulations on Agrarian Principles, which is based on the mandate of the law, Law no. 4 of 1996 concerning Mortgage on Land and Objects Related to Land. This Mortgage is now used as a guarantee institution for land. However, if the land rights have been charged with mortgage

rights, it does not necessarily include other objects that are an integral part of the land that is used as collateral.

The imposition of other objects which become an integral part of the land that is used as collateral can be done if it is expressly contained in the agreement by the parties. The explanation in Article 4 of Law no. 4 of 1996 concerning Rights Mortgage on Land and Objects Related to Land, there are two absolute elements of land rights that can be used as objects of Mortgage, namely:

1. The right in accordance with the applicable provisions must be registered in the general register, in this case at the Land Office. This element relates to the preferred position given to creditors holding mortgage rights over other creditors. For this reason, there must be a record of the mortgage right in the land book and a certificate of land rights that is burdened by it, so that everyone can know it (the principle of publicity), and
2. The right by nature must be transferable, so that if necessary, it can be realized immediately to pay debts whose settlement is guaranteed.

The important condition is that the other objects must be an integral part of the land and are specifically agreed to be included in the guarantee. This means that the mortgage law does not adhere to the principles, because even though it is united with the land, it is not automatically carried away by the land under guarantee. This is a consequence of the adoption of customary law principles in the Basic Agrarian Law, although customary law does not have to be the same as customary law in the past fifty or one hundred years.

Number 4 General Elucidation of the Mortgage Law also explains the meaning of mortgage, namely mortgage rights are collateral rights over land for the settlement of certain debts, which give priority to certain creditors over other creditors. In the sense that if the debtor is in breach of contract, the creditor holding the mortgage has the right to sell through a public auction the land used as collateral according to the provisions of the relevant legislation, with the right to precede other creditors.

The formulation above stipulates that basically a mortgage is a form of guarantee for repayment of debt, with preemptive rights for creditors holding mortgages with the object (collateral) in the form of land rights as regulated in Law no. 5 of 1960 concerning Basic Agrarian Regulations. The birth of the law on mortgage rights due to an order in Article 51 of the law, which states "mortgage rights that can be imposed on property rights, cultivation rights and building rights in Article 25, Article 33 and Article 39 are regulated in the law. -law".

Other objects that become an integral part of the land concerned which are also used as collateral do not have to be owned by the holder land rights (debtors), but can also include other parties (third parties). The encumbrance of the mortgage right on the land may include or exclude other objects which are an integral part (permanent or permanent) with the land in question. This is in accordance with the principle of horizontal separation according to customary law. This means that every legal action regarding land rights does not automatically include other objects in the form of buildings, plants and works, which are permanently an integral part of the land, which are used as debt guarantees. The Mortgage Law provides a broad interpretation of the words as being one unit with the land in question, so that it includes not only objects that are above the land, but also those that are below the surface of the land, as long as they are still an integral part of the land. concerned. This is a new thing, because in principle, mortgage rights interpret land as the surface of the earth. Based on the provisions of the Basic Agrarian Law, people can only have rights to the surface of the land.

This Mortgage is an institution of strong guarantee rights over immovable objects in the form of land that is used as collateral, because it provides a higher position (precedence) for creditors holding Mortgage Rights compared to other creditors. Thus, from the description above, it can be felt that the issue of collateral is very important in the context of implementing a loan or loan agreement. Based on the mortgage right, a guarantee is something that must be given by a mortgage giver and or a third party to the mortgage holder to guarantee his obligations in an engagement. This guarantee institution is provided for the benefit of the mortgage holder in order to guarantee the funds through a special agreement that is an accessory to the main agreement (debt agreement or loan agreement) by the giver and recipient of the mortgage.

Observing the description of the discussion above, it can be explained that in the mortgage that is chosen to bind the agreement, what appears is the debt agreement as the main agreement, and the land guarantee agreement as an additional agreement. If the land that is used as the object of collateral is removed, the principal agreement still exists, namely the debt of the buyer The mortgage rights to the mortgage holders are still there, not being erased along with the object of the guarantee. Accounts payable agreement that occurs with a mortgage guarantee between the recipient and the giver of Mortgage, there are two important elements, namely the loan agreement as the main agreement and the mortgage guarantee agreement as an additional agreement. The existence of the mortgage is to protect the lender of money, if in the future the mortgage provider does not fulfill his debt obligations. So in the mortgage there are two important things that need to be considered, namely the object that is borne and the debt which is the subject of the agreement followed by the mortgage.

Based on the explanation above, it can be concluded that the legal protection for holders of certificates of ownership of land in positive law in Indonesia, among others, for holders of certificates of ownership of land, include :

1. The holder of a certificate of ownership of land as the owner of land rights, then the certificate is a letter of proof of strong rights as a means of proof regarding the physical and juridical data contained therein. Individuals or legal entities that have land ownership rights cannot be contested by any party after the certificate of ownership of the land concerned is over five years old. file a lawsuit related to issues relating to the status of ownership or control of land ownership and based on legal force that has an equal position (Article 32 of Government Regulation Number 24 of 1997 concerning Land Registration).
2. The holder of the certificate of ownership of the land as the recipient of the mortgage or protects the money lender, if in the future the mortgage provider does not fulfill his debt obligations. This means that if the recipient of the loan is in default, the creditor as the holder of the mortgage has the right to sell through a public auction the land that is used as collateral according to the provisions of the relevant legislation, with the right to precede other creditors (General Explanation of Law No. 4 of 1996). concerning Mortgage Rights on Land and Objects Relating to Land Number 4).

3.2. Legal Strength And Certainty For Land Rights Certificate Holders As Collateral For Debt Loans

Based on the description of the discussion above, it can be seen that the legal certainty of the holder of the certificate of ownership of land as the recipient of the mortgage or protects

the lender of money, if in the future the mortgage provider does not fulfill his debt obligations. This means that if the recipient of the loan is in default, the creditor as the holder of the mortgage has the right to sell through a public auction the land that is used as collateral according to the provisions of the relevant legislation, with the right to precede other creditors (General Explanation of Law No. 4 of 1996). concerning Mortgage Rights on Land and Objects Relating to Land Number 4).

Related to the focus of this research, namely the legal certainty of the holder of the right to land ownership as debt guarantee in case number 13/Pdt.G.S/2020/PN.Bbs, where in petitum number 6, the Plaintiff asks if the Defendants do not pay off their debt to the Plaintiff immediately and at the same time paid off, namely land and buildings located in Kedunguter Village, Brebes District, Brebes Regency with proof of ownership of SHM Certificate of Ownership No. 00641 Kedunguter Village RT. 008 RW. 002 Brebes Sub-district, Brebes Regency on behalf of SUTIYAH with an area of 223 m² based on a measuring letter number 00002/Kedunguter/2014 dated April 14, 2014 through an auction with the intercession of the Tegal State Property and Auction Service Office (KPKNL) to settle the debts of the Defendants.

Whereas what is meant by collateral is an additional guarantee submitted by a Debtor Customer to a bank in the context of providing credit or financing facilities based on Sharia Principles (Vide Article 1 point (23) of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking). Provisions regarding Credit Verband are declared no longer valid as contained in Law Number 4 of 1996 concerning Mortgage Rights on Land

Along with Objects Related to Land, namely Article 39 which states:

"With the enactment of this Law, the provisions regarding the Creditverband as stated in the Staatsblad 1908-542 jo. Staatsblad 1909-586 and Staatsblad 1909-584 as amended by Staatsblad 1937-191 and the provisions regarding the Hypotheek as referred to in Book II of the Indonesian Civil Code insofar as it concerns the imposition of Mortgage Rights on land rights and objects related to land is declared null and void."

In this regard, the collateral in the form of land and buildings, can only be used as collateral with Mortgage Rights in accordance with Law Number 5 of 1960 concerning Basic Agrarian Regulations jo. Law Number 4 of 1996 concerning Mortgage Rights, that Ownership Rights, Building Use Rights, Business Use Rights and Use Rights can be used as collateral for debts with encumbered Mortgage Rights. According to Article 6 of Law Number 4 of 1996 concerning Mortgage, it stipulates that if the debtor defaults, then the holder of the first Mortgage has the right to sell the object of the Mortgage on his own power through a public auction and take repayment of his receivables from the proceeds of the sale. However, in that case, the collateral in the form of land and/or buildings submitted by the Defendants is in the form of Certificate of Ownership No. 00641 dated October 28, 2014 even though it is known that immovable objects are used as collateral or collateral in an agreement, so the immovable objects must be registered. Mortgage rights as regulated in Law No. 4 of 1996 concerning Mortgage Rights and the Certificate of Ownership No. 00641 dated October 28, 2014 it is impossible to register a Mortgage on the object because the Granting of Mortgage is carried out by making a Deed of Granting Mortgage by PPAT which is not contained in the letter evidence submitted by the Plaintiff.

Based on the series of considerations above, the 6th Petitum relating to If the Defendants do not repay the entire remaining loan voluntarily to the Plaintiff, then the collateral with proof of ownership of Certificate of Ownership No. 00641 dated October 28, 2014 in Kedunguter Village on behalf of the owner Sutiyah which was pledged as collateral to the

Plaintiffs could not be auctioned through the intermediary of the State Property and Auction Service Office (KPKNL) and the proceeds from the auction sales were used to settle the loan payments of the Defendants to the Plaintiffs.

However, the Plaintiff in his lawsuit the Plaintiff has provided a debt loan to the Defendants as stated in the Debt Agreement dated November 30, 2015 from the Plaintiff in the amount of Rp. twenty six) months commencing on November 30, 2015 and ending on November 30, 2018 and the Defendants are obliged to pay in installments regardless of the amount of installments every month since the signing of the Debt Agreement dated November 30, 2015 in the amount of Rp. 151,450.000,00 (one hundred and fifty one million four hundred and fifty thousand rupiah). To guarantee the loan/credit, the Defendants submitted collateral for a plot of land and building as stated in SHM Number: 00641 with an area of 223 m² on behalf of Sutiyah (Defendant II) located in Kedunguter Village RT.008 RW.002 Brebes District, Brebes Regency. with the loan a/n of the Defendants paid off.

Because the Defendants did not fulfill their obligations/defaults/broken promises, because they did not carry out the provisions of the Debt Agreement dated November 30, 2015 because until the maturity date of November 30, 2018 the Defendants had not paid off the installments of the debt loan until now. That by not paying the debts of the Defendants. The Plaintiff has made a billing to the Defendants verbally by coming directly to the domicile of the Defendants.

The Plaintiff argued that the Defendants did not have good faith to make installment payments and loan settlements to the Plaintiffs so that the Plaintiffs reasoned to ask for forced money (dwangsom) of Rp. 100,000,000.00 (one hundred million rupiahs). As described in the Plaintiff's posits, according to the Judge, there is a legal relationship between the Plaintiff and the Defendants in a debt agreement with collateral for a plot of land and building. Based on the provisions of Article 17 of the Regulation of the Supreme Court of the Republic of Indonesia Number 2 of 2015 concerning Procedures for Settlement of Simple Lawsuits, it is determined that in the process of examining a simple lawsuit, it is not possible to file claims for Provisions, Exceptions, Reconventions, Interventions, Replics, Duplications or Conclusions.

The Plaintiff has argued that he has a right or to strengthen his right, then according to the law according to the provisions of Article 283 Rbg and Article 1865 of the Civil Code the Plaintiff is required to prove the arguments of his lawsuit. To strengthen the argument for his claim, the Plaintiff has submitted evidence of letters marked P-1 to P-5.

a. Photocopy of National Identity Card (KTP) NIK 33290202600004 in the name of Abdu Solichin Nasrullah, marked with P-1;

b. Photocopy of National Identity Card (KTP) NIK 33290202600004 in the name of Solichin, which is marked P-2;

c. Photocopy of the Letter of Agreement between the Plaintiffs and the Defendants, which are marked P-3;

d. Photocopy of Certificate of Ownership No. 00641 on behalf of the right holder Sutiyah, located in the Village, Kedunguter, Brebes District, Brebes Regency, which is marked P-4;

e. Photocopy of a copy of the determination of the photocopy of the Civil Case of Petition Number 131/Pdt.P/2019/PN Bbs on behalf of the Petitioner Abdu Solichin Nasrullah, marked P-5.

The proof of letters P-2, P-3, P-4 above after being matched turns out to be in accordance with the original and has been affixed with sufficient stamp duty, the proof of the letter can be accepted as legal evidence for consideration, while the evidence of letters P-1, P-5 the original

cannot be shown and is only a photocopy of the photocopy. Based on Article 1313 of the Civil Code, what is meant by an agreement is an act by which one or more people bind themselves to one or more other people. The conditions for the validity of an agreement as stipulated in Article 1320 of the Civil Code are:

a. The agreement of those who have bound him;
b. The ability to make an engagement;
c. A certain subject matter;
d. A cause that is not prohibited;

Based on Article 1234 of the Civil Code, it is stated that "the engagement is intended to give something, to do something, or not to do something", so that a person can be said to have broken a promise or is in default, if that person (the debtor) does not do what was agreed upon or he violates the promise. Based on Article 1238 of the Civil Code: "The debtor is declared negligent by a warrant, or by a similar deed, or based on the strength of the engagement itself, namely if this engagement results in the debtor being deemed negligent by the passage of the specified time".

Thus an engagement with each other contains rights and obligations (achievements) and according to law an engagement binds the parties involved in the agreement. If one of the parties does not fulfill the achievements as specified in the agreement, it is said to be in default. Based on the evidence of letter P-3 in the form of Photocopy of Agreement Letter dated November 30, 2015 that the Defendants are credit recipients with a loan amount of Rp. 151,450.000,00 (one hundred fifty one million four hundred fifty thousand rupiah) for/within a period of 36 (thirty six) months since the signing of the Letter of Agreement dated November 30, 2015.

Based on the evidence of letter P-4 in the form of Photocopy of Certificate of Ownership No. 00641 on behalf of the right holder SUTIYAH, that the debt agreement between the Plaintiffs and the Defendants is carried out with debt collateral in the form of a Certificate of Rights. Belongs to No.00641 on behalf of the right holder SUTIYAH, which is located in the Village, Kedunguter Brebes District, Brebes Regency. Based on the evidence of letter T.1. T.2.1 in the form of Photocopy of Receipt dated April 25, 2018 and proof of letter T.1. T.2.2 in the form of Photocopy of Receipt dated February 9, 2018 that the Defendants paid the loan on April 25, 2018 in the amount of Rp. 5,000,000.00 (five million rupiah) and on February 9, 2018 in the amount of Rp. 20,000,000.00 (twenty million rupiah).) which is written in the receipt and in the amount of Rp. 5,000,000.00 (five million rupiah) which was paid directly by the Defendants to the Plaintiff but there is no proof of the receipt.

Observing the foregoing, the Defendants proved have not carried out their obligations as agreed in the Letter of Agreement dated November 30, 2015, so it is clear that the actions of the Defendants can be categorized as a breach of promise/default. Because the Defendants are declared in default/breach of contract, the Defendants must pay for the non-performance of the engagement, which is as stated in the Agreement Letter dated November 30, 2015 in the amount of Rp. 151,450.000,00 (one hundred fifty one million four hundred fifty thousand rupiah) but because the Defendants have paid/installed the loan in the amount of Rp. 30,000,000.00 (thirty million rupiah) even though the Plaintiff does not recognize the money as an installment of the loan from the Defendants, but the Judge considers the money in the amount of Rp. 30,000,000.00 (thirty million rupiah) to be as installments/installments paid by the Defendants to the Plaintiffs in accordance with the contents of the Agreement Letter dated November 30, 2015 there is no clause regarding deposit money, therefore the Judge is of the opinion that the debt that must be paid by the Defendants is Rp. 151,450.000,00 Rp. 30,000,000.00 = Rp. 121 .450.000,00. Therefore, it is quite legal and deserves to be granted

the claim of the plaintiff in petitup 5, namely that the Defendants must pay the debt in the amount of Rp. 121,450.000,00 (one hundred twenty one million four hundred and fifty thousand rupiah) immediately and in full.

Based on the description above, the author can conclude that legal certainty for the holder of the certificate of land rights on the guarantee of the debt loan in case number 13/Pdt.G.S/2020/PN Bbs is not bound by mortgage rights because the certificate of property rights no. 00641 dated October 28, 2014 it is impossible to register a Mortgage on the object because the Granting of Mortgage is carried out by making a Deed of Granting Mortgage by PPAT which is not contained in the letter evidence submitted by the Plaintiff. So legal certainty for the holder of the certificate of Land Rights on the guarantee of a debt loan in case number 13/Pdt.G.S/2020/PN Bbs is only bound to an ordinary engagement agreement or a debt or borrowing agreement based on the provisions of the Criminal Code, namely Article 1313, Article 132, and Article 1238 of the Civil Code.

4. Conclusion

Legal protection for land ownership certificate holders in positive law in Indonesia, namely legal protection for land ownership certificate holders as land rights owners, namely Article 32 of Government Regulation Number 24 of 1997 concerning Land Registration. Meanwhile, the legal protection for land ownership certificate holders as mortgage recipients is the General Elucidation of Law no. 4 of 1996 concerning Mortgage on Land and Objects Related to Land Number (4).

The legal force of the certificate holder of land ownership on loan guarantees has the same executorial power as a court decision that has permanent legal force and is valid as a substitute for the grosse deed of hyphotheek in the implementation of the parate execution of Article 20 Regulation of the Minister of State for Agrarian Affairs Number 3 of 1997 concerning Provisions for the Implementation of Government Regulation Number 24 of 1997 concerning Land Registration, which can be directly carried out through a public auction by the State Auction Office, without requiring prior permission from the Head of the District Court (Incasu Article 6 of Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land). Legal certainty of the holder of the certificate of ownership of the land as the recipient of the mortgage or protecting the money lender, if in the future the mortgage provider does not fulfill his debt obligations. This means that if the recipient of the loan is in default, the creditor as the holder of the mortgage has the right to sell through a public auction the land that is used as collateral according to the provisions of the relevant legislation, with the right to precede other creditors (General Explanation of Law No. 4 of 1996). concerning Mortgage Rights on Land and Objects Relating to Land Number 4).

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