

Legal Protection for Creditors in Commercial Property Disputes: A Case Study of the Court Decision

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Article Info	Abstract
Received: 02-02-2025 Accepted: 27-04-2025 Published: 28-04-2025 Keywords: Creditor; Property Disputes; Legal Protection; Collateral Excecution	Commercial property disputes between creditors and debtors are on the rise, particularly in industrial cities such as Batam. Creditors frequently encounter significant challenges, including the risk of default, third-party claims, and obstacles in executing collateral—largely driven by regulatory uncertainty and weak law enforcement. This study aims to examine the legal protection available to creditors in commercial property disputes, with a focus on District Court Decision No. 158/Pdt.G/Plw/Gs/2022/PN Btm. Utilizing a normative juridical approach, the research highlights a clear disconnect between existing legal provisions and their practical implementation in safeguarding creditor rights. Key barriers faced by creditors include prolonged execution processes, lack of transparency in credit agreements, and insufficient financial literacy among debtors.
Info Artikel	Abstrak
Kata Kunci: Kreditur; Sengketa Properti; Perlindungan Hukum; Eksekusi Jaminan.	Semakin meningkat, terutama di kota industri seperti Batam. Kreditur sering menghadapi risiko wanprestasi, klaim pihak ketiga, dan hambatan eksekusi jaminan yang disebabkan oleh ketidakpastian regulasi serta lemahnya penegakan hukum. Penelitian ini bertujuan untuk menganalisis perlindungan hukum bagi kreditur dalam sengketa properti komersial berdasarkan Putusan Pengadilan Negeri Batam No. 158/Pdt.G/Plw/Gs/2022/PN Btm. Metode penelitian yang digunakan adalah pendekatan yuridis normatif. Hasil penelitian menunjukkan bahwa terdapat kesenjangan antara ketentuan hukum yang ada dengan implementasi perlindungan kreditur di lapangan. Hambatan utama yang dihadapi kreditur meliputi proses eksekusi yang berlarut-larut, kurangnya transparansi dalam perjanjian kredit, serta minimnya edukasi bagi debitur.



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INTRODUCTION

The commercial property market in Indonesia during the first half of 2024 has shown mixed developments. While sectors such as hotels and convention centers have experienced positive growth driven by the rise of Meetings, Incentives, Conferences, and Exhibitions (MICE) activities, office spaces and rental apartments continue to face stagnation due to weak demand (Adhi Pramana, 2024). Disputes involving commercial properties have often had significant implications for creditors, particularly in credit agreements secured by property assets. Creditors offering loans with property as collateral frequently encounter risks such as debtor defaults, third-party claims, and difficulties in enforcing guarantees (Amalia et al., 2022; Monada et al., 2021). In Batam—a city recognized as a hub for industry and trade—the commercial property sector remains attractive to investors (Adhi Pramana, 2024). However, the office market in Batam is currently under pressure due to an oversupply, which has resulted in declining rental rates and intensified competition among property owners (Adhi Pramana, 2024).

The surge in commercial property disputes arising from credit agreements in Batam has become an alarming trend. These disputes pose serious risks to creditors, especially when the loans are backed by commercial real estate (Brahmanda Yoga et al., 2024). Common challenges include debtor defaults, third-party ownership claims, and procedural obstacles in asset enforcement (Budyanto et al., 2024). In many cases, creditors struggle to exercise their rights due to regulatory ambiguities and weak law enforcement mechanisms (Evelyn & Gunadi, 2024). One of the core issues stems from financial difficulties faced by debtors, leading to delayed or failed repayments and, ultimately, legal disputes (Daher, 2017).

Legal cases such as Decision No. 264/Pid.B/2020/PN Btm illustrate how asset embezzlement can obstruct creditors' ability to execute their rights over collateralized properties. Similarly, Decision No. 326/Pdt.G/2017/PN Btm demonstrates how breaches of contract in commercial real estate transactions can lead to significant financial losses for creditors. Moreover, Decision No. 263/Pdt.G/2020/PN Btm highlights how unclear property management regulations can spark conflicts between developers and investors. These examples reflect a critical gap between existing legal frameworks and the actual protection provided to creditors in commercial property dealings. This situation is exacerbated by the limited understanding many debtors have regarding the terms of their credit agreements and their associated rights and obligations. Such misunderstandings often lead to disputes when problems arise. Additionally, resolving these disputes through legal channels is time-consuming and costly, further burdening all parties involved. As such, there is an urgent need for preventive measures and comprehensive educational efforts to mitigate the risk of future disputes in commercial property transactions.

Legal uncertainty in resolving commercial property conflicts continues to undermine creditor rights. According to Yulfasni & Hamler (2023), legal uncertainty surrounding debt recovery is a key reason creditors struggle to enforce their rights—especially when debtors face financial distress that results in delayed or failed payments. Credit relationships often underpin housing and commercial property acquisitions. However, as Selvina & Tjempaka (2024) note, the legal concept of 'cessie' (assignment of claims) is neither clearly defined nor comprehensively outlined in the current regulatory framework. Article 613 of the Indonesian Civil Code (KUHPer) states that the transfer of receivables and intangible assets must be carried out via an authentic or private deed, which transfers rights to another party. Such a transfer has no legal effect on the debtor until it is formally notified, approved in writing, or acknowledged by the debtor. In the case of bearer bonds, delivery is sufficient, while for order bonds, delivery must be accompanied by endorsement.

One of the major consequences of legal uncertainty is the difficulty creditors face in executing collateral when debtors default. Creditors often encounter significant legal hurdles due to lengthy and complex litigation processes, as well as third-party claims that complicate asset recovery. A clear example can be seen in Batam District Court Decision No. 158/Pdt.G/Plw/Gs/2022/PN Btm, where a creditor was legally obstructed from asserting their rights because the pledged property was contested by multiple parties. Legal ambiguity in property disputes not only results in financial losses for creditors but also delays asset recovery, which in turn threatens the stability of both the financial sector and the property market in Indonesia.

According to Article 1, Clause 11 of Law No. 10 of 1998, credit refers to the provision of funds or equivalent claims based on a loan agreement between a bank and another party, obliging the borrower to repay the debt within a specified period along with interest. From a legal standpoint, credit relationships are governed by civil law to safeguard the contractual relationship between creditors (banks) and debtors (borrowers). These legal arrangements define rights and obligations, forming a binding legal framework for both parties. A non-performing loan arises when a borrower can no longer fulfill their financial obligations to the bank, as previously agreed (Maurizkha, 2022; Yangin Y. Feronika, 2016). Often, this situation emerges during the lifespan of the credit agreement, mainly due to the debtor's financial distress, leading to delays or defaults and, ultimately, legal disputes.

In practice, many creditors struggle to realize their rights due to unclear regulations or weak law enforcement. This results in legal uncertainty, particularly in determining the priority of claims over collateralized assets, and may give rise to conflicts of interest that disadvantage one party (Nofriza, 2022; Tenritata et al., 2022). A relevant legal concept in such disputes is *cessie*, the transfer of receivables from the original creditor to a new one, as regulated in Article 613 of the Indonesian Civil Code (KUHPer). In commercial property disputes, *cessie* frequently occurs when the right to receivables or collateral is assigned to another party, who then seeks to enforce that right.

Legal protection for creditors in commercial property disputes is grounded in several key regulations, including the Indonesian Civil Code, Law No. 4 of 1996 on Mortgage Rights (*Hak Tanggungan*), and Law No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations (PKPU). These legal instruments grant creditors the right to enforce collateral when a debtor defaults. However, enforcement remains challenging, especially when third-party lawsuits arise or when administrative discrepancies exist within the credit agreement process (Lee, Sudirman, & Disemadi, (2025).). Compared to regulatory frameworks in other countries, Indonesia's legal system still contains numerous loopholes that can be exploited by debtors to delay or obstruct execution proceedings.

One of the key legal concepts relevant to commercial property disputes is *cessie*, the assignment of receivables from the original creditor to a new creditor, as stipulated in Article 613 of the Indonesian Civil Code. In many commercial property cases, *cessie* occurs when claims or collateral rights are transferred to another party who then seeks to enforce those rights (Kurniati, 2021). In Batam District Court Decision No. 157/Pdt.G/2022/PN Btm, *cessie* played a central role in determining which party held legitimate rights over the disputed property. While *cessie* can serve as a strategic tool for creditors to recover outstanding debts, it often triggers legal challenges, particularly when the debtor or third parties dispute the legitimacy of the assignment (Kurniati, 2021).

Ideally, the legal system should offer strong protections and legal certainty for creditors, especially through improved enforcement mechanisms, clearer regulations governing mortgage execution, and stronger safeguards against third-party claims. Enhancing litigation efficiency and expanding the use of alternative dispute resolution methods—such as mediation and arbitration—can also contribute to faster and more effective settlements. Equally important are regulations that promote due diligence before properties are accepted as collateral, and stronger oversight from regulatory institutions (Evelyn & Gunadi, 2024; Mahmudah & Wahyu Sururie, 2023). Despite existing legal frameworks, their implementation in practice remains inconsistent. A significant contributing factor is the weakness in law enforcement, where administrative delays often obstruct the execution of mortgage rights. Additionally, poor debtor awareness of their contractual obligations frequently leads to disputes. In some cases, debtors attempt to transfer collateral assets to third parties before enforcement can take place, further complicating legal proceedings.

Currently, creditors often face legal obstacles during property execution due to ownership uncertainties or third-party claims. These drawn-out processes result in financial losses and prolong asset recovery. Legal uncertainty surrounding dispute resolution remains a critical barrier, as court proceedings are often time-consuming and burdensome for creditors (Mahmudah & Wahyu Sururie, 2023). Non-litigation dispute resolution mechanisms have not yet proven fully effective in upholding creditors' rights. Existing regulations largely focus on resolving disputes after they arise, rather than preventing them. This is exacerbated by the limited awareness of creditors' rights in property transactions (Wirakusuma et al., 2025).

One proposed solution is the adoption of voluntary property vacancy, where debtors agree to vacate property without court enforcement. Research by Brahmanda Yoga, Siki, and Yadnya (2024) suggests that this approach can provide a fair and effective alternative, balancing asset recovery with respect for human rights and procedural justice. In some instances, voluntary vacancy has helped expedite asset recovery while avoiding the delays of forced execution.

This study novelty specifically analyzes Batam District Court Decision No. 158/Pdt.G/Plw/Gs/2022/PN Btm, which involves a housing loan dispute resolved through cessie. The case originated from a housing credit agreement between PT Bank Tabungan Negara (Persero) Tbk and Hadi Hariandi in 2012, secured by residential property in Batam. After the debtor defaulted despite multiple warnings, the bank assigned the unpaid debt to PT Arta Jaya on December 30, 2020, through a legally valid Sale and Assignment Agreement. In accordance with Articles 613 and 1320 of the Civil Code, this assignment transferred all creditor rights without invalidating the original credit agreement. The case illustrates the legal complexity surrounding cessie and creditor substitution in Indonesia's banking sector.

From a *Das Sein* (reality-based) perspective, the current legal framework still falls short in providing legal certainty for creditors involved in commercial property disputes. Creditors continue to encounter delays in enforcing collateral due to third-party claims and lengthy administrative procedures. Protracted litigation further impedes the swift realization of creditor rights. Moreover, the absence of preventive mechanisms—such as proper verification of a property's legal status before being used as collateral—exposes creditors to prolonged disputes (Bhakti, 2019; Puji Andriani et al., 2023; Shofa Nisa et al., 2014).

Conversely, the Das Sollen (ideal-based) perspective emphasizes how regulations should function to offer prompt and unhindered enforcement of creditor rights. Non-litigation methods such as arbitration and mediation must be strengthened to reduce dependency on time-intensive court processes. Preventive legal frameworks must also be improved to ensure that all collateral properties undergo rigorous legal validation before acceptance (Saulia Afifah & Mahmudah, 2024; Shofa & Astri Utami, 2017).

While many studies have examined cessie, they mostly focus on procedural aspects within civil law. This research offers a novel contribution by comprehensively analyzing legal protections for creditors in commercial property disputes, with a dual focus on preventive and enforcement approaches. It combines both litigation and non-litigation perspectives and uses Decision No. 158/Pdt.G/Plw/Gs/2022/PN Btm as a case study to evaluate regulatory effectiveness in practice. This case-based approach provides deeper insights than normative studies that overlook on-the-ground implementation. Accordingly, the study not only enriches academic literature but also delivers concrete policy recommendations to enhance legal protection for creditors in commercial property transactions (Wirakusuma et al., 2025).

The study holds academic significance by advancing discourse in business and financial law, particularly creditor protection in property-related disputes. Practically, it offers actionable strategies for creditors and financial institutions. From a policy standpoint, it may serve as a reference for lawmakers seeking to improve the regulatory environment to ensure stronger legal certainty (Mahmudah & Wahyu Sururie, 2023). However, it is important to acknowledge the study's limitations: its focus is restricted to a single court decision, with a document-based legal analysis and no empirical input from creditors or debtors (Evelyn & Gunadi, 2024; Wirakusuma et al., 2025). Nevertheless, this research provides a critical foundation for further enhancing legal safeguards for creditors within Indonesia's commercial property sector.

RESEARCH METHOD

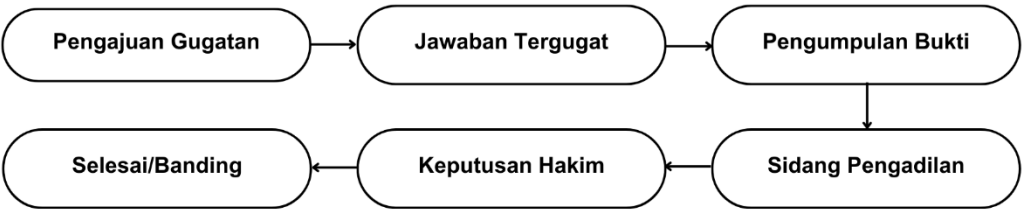
This study employs a normative legal research method, which focuses on examining existing legal norms, legal doctrines, and court decisions relevant to the protection of creditors in commercial property disputes (Tan, 2022). Three primary approaches are utilized. The statutory approach is applied to analyze key regulations governing creditor protection, including the Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata), particularly Article 613 on cessie, Law No. 4 of 1996 on Mortgage Rights, and Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (PKPU). Next, the case approach is adopted through a detailed analysis of Batam District Court Decision No. 157/Pdt.G/2022/PN Btm (commonly known as the Marina View case). This case study aims to understand the practical application of the law and to identify challenges faced by creditors in resolving commercial property disputes. The research relies entirely on secondary data, including primary legal sources such as statutory regulations and court rulings, as well as secondary legal materials such as scholarly journals and legal texts.

Data collection is conducted through a literature review, exploring academic publications, legal journals, statutes, and relevant court decisions (Atikah, 2022). The collected data is then analyzed using a qualitative analysis method (Sumarna & Kadriah, 2023). Relevant literature is identified based on its focus on legal protection for creditors in commercial property disputes. The selected materials are then categorized according to key themes, such as forms of legal protection, challenges in enforcement, and proposed solutions. Finally, the findings are synthesized to develop a comprehensive and integrated analysis (Maysura, 2025).

RESULTS AND DISCUSSION
Legal Protection for Creditors in Commercial Property Disputes

Litigation is a formal legal process essential for resolving disputes in court (Kalila et al., 2025). It begins with the filing of a lawsuit, in which the plaintiff submits a statement of claim supported by legal grounds to the appropriate court (Maysura, et al, 2023). The defendant then provides a written response, either accepting, denying, or presenting legal defenses against the plaintiff's claim. This response defines the core issues for judicial consideration (Rasya, 2024). Following this, the evidence-gathering phase allows both parties to present documents, witness statements, and other relevant materials. The case then proceeds to trial, where both parties argue before the judge, who reviews the submissions and examines witnesses. Based on the proceedings, the judge issues a binding decision grounded in legal reasoning and factual analysis. If either party is dissatisfied, they may appeal to a higher court; otherwise, the ruling becomes final and enforceable (Rasya, 2024).

Figure 1: Dispute Resolution Process Flow through the Courts (Litigation)



Source: Rasya, 2024

In the context of secured lending, guarantees are classified into general and specific categories. A general guarantee arises by operation of law, encompassing all present and future assets of the debtor. In contrast, specific guarantees are contractual and involve particular assets or persons, including pledges (Articles 1150–1160 BW), mortgages (Articles 1162–1232 BW), fiduciary transfers (Law No. 42/1999), warehouse receipts (Law No. 9/2011), sureties (Articles 1820–1850 BW), and land security rights (*Hak Tanggungan*) under Law No. 4/1996 (Shofa Nisa et al., 2014). These guarantees must be formalized and registered to ensure legal enforceability, particularly in real estate transactions. The *Hak Tanggungan*, as a real right, must be executed by an authentic deed and recorded to possess executory power.

Default by a debtor—known as *wanprestasi*—can severely disadvantage creditors, making strong legal safeguards in loan agreements essential. These include contractual clauses on the assignment of collateral and procedures for enforcement in case of default (Maharani & Malikhatun, 2024). Legal certainty is vital to minimizing credit risk and safeguarding creditor rights. Credit facilities inherently involve obligations that must be repaid within an agreed timeframe, and legal guarantees serve as risk mitigation tools. Indonesia's credit system includes institutions like pawnshops (*gadaai*) to support secured lending (Jinan, 2024).

Legal protection for creditors in commercial property disputes in Indonesia is upheld through several legal instruments. The Civil Code stipulates that a debtor's assets—movable and immovable, current or future—serve as collateral for their obligations (Saulia Afifah & Mahmudah, 2024). The banking industry operates under Law No. 10/1998 (amending Law No. 7/1992) and related Bank Indonesia regulations, including decrees and circulars. Civil law also governs contractual obligations under Book III of the Civil Code (Siswandi, 2019). Notably, Law No. 4/1996 grants *Hak Tanggungan* holders a privileged position to execute collateral upon debtor default, provided the security interest is properly registered (Saulia Afifah & Mahmudah, 2024).

In commercial property disputes, *cessie*—the transfer of receivables—emerges as a strategic legal tool enabling creditors to expedite asset recovery and avoid prolonged litigation. In government construction projects, contractors often assign receivables to banks to secure working capital. However, implementation challenges persist, particularly regarding the requirement to notify the debtor (*betekening*) to validate the assignment (Dyasita & Simamora, 2018; Kurniati, 2021; Yangin, 2016). Under Indonesian law, legal effect arises only after the debtor is informed, consistent with the first notification doctrine. Without this, the debtor remains bound to the original creditor (Yangin, 2016).

Commercial property disputes in Batam frequently cause significant losses to creditors, especially when credit agreements are secured by property. Creditors often face risks such as debtor default, third-party claims, and enforcement barriers due to weak regulatory clarity or enforcement (Bhakti, 2019; Puji Andriani et al., 2023). Third-party challenges and unclear ownership structures prolong enforcement, while current regulations are more reactive than preventive. Poor dissemination of creditor rights exacerbates this situation (Bhakti, 2019).

Legal protection efforts in Batam must include both preventive and repressive measures. Preventively, creditors should conduct due diligence to validate collateral and ensure that loan agreements include clear provisions for *Hak Tanggungan* and enforcement procedures (Puji Andriani et al., 2023). Repressively, when default occurs, creditors may pursue non-litigation mechanisms such as mediation or arbitration for quicker resolution. If unsuccessful, creditors may proceed with litigation or file for the debtor's bankruptcy (Bhakti, 2019).

A relevant case is Batam District Court Decision No. 158/Pdt.G/Plw/Gs/2022/PN Btm, where a creditor faced legal barriers in executing collateral due to a third-party ownership claim and procedural objections by the debtor. This prolonged the dispute and undermined the creditor's ability to recover the asset. Similar cases reviewed by the Batam Consumer Dispute Settlement Agency (BPSK) show administrative inconsistencies and legal resistance from debtors, underscoring the need for regulatory reform and greater transparency in execution procedures (Puji Andriani et al., 2023).

Despite the availability of legal remedies, practical challenges remain, including lengthy enforcement processes, debtor objections, third-party interference, and high litigation costs (Puji Andriani et al., 2023). Potential solutions include strengthening regulations for faster mortgage execution, digitizing credit administration for transparency, and enhancing legal education for both creditors and debtors. These steps would promote legal certainty and better protect creditor rights in Batam's commercial property sector.

Judicial Considerations in Resolving the Dispute Between Creditor and Debtor in Batam District Court Decision No. 158/Pdt.G/Plw/Gs/2022/PN Batam

This study focuses on Batam District Court Decision No. 158/Pdt.G/Plw/Gs/2022/PN Batam, a civil case involving debt recovery through *cessie* (assignment of receivables). On May 29, 2012, the defendant, Hadi Hariandi, obtained a housing loan of IDR 63,000,000 from PT Bank Tabungan Negara (Persero) Tbk (BTN), with collateral in the form of a residential property located in Marina View Housing Complex, Batam. Due to continued non-payment and default in 2020, despite multiple warning letters, BTN initiated legal action.

On December 30, 2020, BTN entered into a receivables sale agreement (Deed No. 144) and a subsequent *cessie* agreement (Deed No. 145) with PT HNT Arta Jaya, transferring all outstanding claims against the debtor. In accordance with Articles 613 and 1320 of the Indonesian Civil Code, the assignment was legally valid, and all rights and obligations under the original credit agreement were transferred to PT Arta Jaya. The principal loan agreement (Credit Agreement No. 144) remained enforceable and binding upon the debtor, regardless of the change in creditor.

In adjudicating this case, the panel of judges assessed several key legal principles, including the validity of the plaintiff's legal standing. As BTN had already transferred its rights to PT HNT Arta Jaya, it no longer had a direct legal interest in the dispute and was thus not entitled to bring the claim. In civil litigation, legal standing is a prerequisite for a party to be recognized and heard in court. The court concluded that BTN lacked standing, and consequently, the lawsuit was declared inadmissible (*niet ontvankelijk verklaard*).

The judges also addressed the issue of party deficiency based on the principle of *plurium litis consortium*. Since PT HNT Arta Jaya, the assignee of the receivables, had a direct legal interest in the matter, it should have been included as a party in the lawsuit. Under civil procedure, all materially interested parties must be joined to ensure a fair and comprehensive resolution. The omission of PT HNT Arta Jaya rendered the claim procedurally flawed, providing further grounds for its dismissal.

Procedurally, the court also examined the validity of the defendant's summons. Despite being lawfully summoned, the defendant failed to appear in court without justification. According to Indonesian civil procedure, the court may issue a *verstek* (default judgment) in such cases. However, even when proceeding *verstek*, judges are still obligated to review whether the claim fulfills both procedural and substantive requirements. Here, despite the defendant's absence, the court thoroughly reviewed the claim and found that BTN lacked standing and failed to include all necessary parties.

As a result, the judges ruled the claim inadmissible and ordered BTN to bear the litigation costs, totaling IDR 470,000. This is consistent with civil procedural norms, where the party whose claim is rejected or declared inadmissible must bear the case expenses. The ruling affirms that courts not only assess the substantive merit of claims but also strictly uphold procedural compliance before examining a case further.

This decision offers several key lessons in civil dispute resolution between creditors and debtors. First, a plaintiff must ensure legal standing and retain the right to claim before filing a lawsuit. Once the receivable is assigned, only the assignee has the legal capacity to sue. Second, all parties with a direct legal interest must be included in the case to avoid formal defects (Cho, El Ghoul, Guedhami, & Suh, 2014). Third, even in the event of a defendant's absence, the court will continue to examine the procedural integrity of the claim (Chen & Liu, 2024). Thus, this case underscores the critical role of formal legal requirements in determining the admissibility of a civil lawsuit.

CONCLUSION

Based on the analysis of commercial property disputes and creditor protection, it is evident that legal uncertainty and weak regulatory enforcement remain the primary challenges in resolving such conflicts. Creditors often face significant obstacles in executing collateral due to lengthy and complex legal procedures, compounded by poor coordination among relevant authorities. Additionally, debtors' limited understanding of credit agreement terms frequently contributes to cases of default. To strengthen legal protection for creditors, several strategic measures are recommended: (1) Clarifying regulations regarding the rights and obligations of both creditors and debtors within credit agreements; (2) Streamlining the collateral execution process by reforming existing legal mechanisms; (3) Enhancing transparency in commercial property transactions; and (4) Providing legal education for debtors to reduce the risk of future disputes. Through policy reform and improved legal literacy, creditors are expected to gain stronger legal certainty and more effective resolution pathways in commercial property disputes.

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