

## Legal Implications to Fiduciary Removed Object Warranties (Roya) and Re-Online Registered

Hardianti<sup>\*)</sup>, and Akhmad Khisni<sup>\*\*)</sup>

<sup>\*)</sup> Students of Master of Notary Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: [hardianti5394@gmail.com](mailto:hardianti5394@gmail.com)

<sup>\*\*)</sup> Lecturer of Master of Notary Law, Universitas Islam Sultan Agung (UNISSULA) Semarang

**Abstract.** *The problems that arise are Legal Implications for Fiduciary Objects That Have Not Been Deleted (Roya) and Re-registered in the online Fiduciary Application. The type of research used is empirical normative research. From the results of the research that has been carried out, it is found that the legal certainty of fiduciary guarantees that registration is not deleted (roya) is in Article 25 of Act No.42 of 1999 where the fiduciary recipient informs the abolition of fiduciary guarantees to the Fiduciary Registration Office, this is supplemented by Article 17 Government Regulation Number 21 of 2015 concerning Fiduciary Security Registration Procedures and Fees for Fiduciary Security Deed with a prohibition of re-fiduciary action in guaranteeing legal certainty for fiduciary security. The deletion of registration (roya) becomes legal protection for the parties both juridically and administratively and provides certainty for the object that is guaranteed.*

*Keywords: Legal Certainty; Fiduciary Guarantee; and Deletion of Registration (Roya).*

### 1. Introduction

The fiduciary security is a follow-up agreement of the principal agreement that creates the parties' obligation to fulfill an achievement, as stipulated in article 4 of the Fiduciary Security Law. Initially the principal agreement is made as a debt agreement between creditors and debtors, then the object of fiduciary collateral is tied into an agreement referred to as fiduciary security deed as one of the conditions for issuing a fiduciary certificate by the Fiduciary Registration Office. Objects that are burdened with fiduciary guarantees must be registered.<sup>1</sup>

The Fiduciary Guarantee affirms that objects encumbered with fiduciary security must be registered at the Fiduciary Registration Office. Objects that become the object of the fiduciary guarantee, can be in the form of movable objects, tangible or intangible, and immovable objects that can be encumbered with a Mortgage. Over time, many problems arose in the execution of fiduciary guarantees. In the case of execution, if the selling price of the collateral exceeds the debtor's debt, the creditor who receives the

---

<sup>1</sup>Bahsan, M. (2007). *Hukum Jaminan dan Jaminan Kredit Perbankan Indonesia*. Jakarta: Raja Grasindo. p.53

fiduciary is obliged to return the excess of the remaining sales money to the debit.<sup>2</sup> Conversely, if the results of the execution are not sufficient to pay the debt, the debtor is still responsible for the remaining debt.

Binding objects of fiduciary security must be bound by a Fiduciary Security Deed and must be registered at the fiduciary office by a notary. Regarding the making of the fiduciary guarantee deed, based on Article 5 paragraph (2) of the Fiduciary Law, a fee is imposed which is stipulated in a Government Regulation. Furthermore, the procedures for fiduciary security and registration fees based on Article 4 paragraph (4) are also regulated by Government Regulations, among others: Government Regulations concerning Fiduciary Security Registration Procedures and Fiduciary Security Deed Making Fees, as the implementation of Article 5 paragraph (2) and Article 13 paragraph (4) of the Fiduciary Law. Make a fiduciary guarantee deed and register it, with a fiduciary institution.

A power of attorney to sell on a credit guarantee that has a minimum limit can also be done so that the fiduciary object can be executed if at any time a default occurs by the debtor. This is a form of protection for banks and Financing Institutions as creditors if the debtor experiences bad credit. Several kinds of inhibiting factors in the execution of fiduciary guarantees, such as: fiduciary cannot be executed if there are still prior receivables, fiduciary collateral does not exist or is destroyed, the value of fiduciary collateral has decreased, lack of accuracy in registering fiduciary guarantees, fiduciary guarantees that are not registered with the office fiduciary institutions, and the failure to fulfill the terms of the agreement in the fiduciary bond by the Bank or the Financing Institution.

The Fiduciary Guarantee Act is an *accessoire* or additional agreement that is valid and valid after the completion of the main agreement. Sovereign is of the view that guarantees arising from the agreement are guarantees that must be agreed upon by the parties.<sup>3</sup> Namely, the agreement that follows the basic agreement. In other words, the principal agreement that issues debts, or obligations, or achievements for the debtor against the creditor referring to the provisions of Article 14 paragraph (3) of the Fiduciary Guarantee Law. Article 14 paragraph (3) states, "Fiduciary Security is born on the same date as the date when Fiduciary Security was recorded in the Fiduciary Register Book". Daulat argues that if the fiduciary guarantee has not been registered, the creditor does not yet have the right of fiduciary security, including the right to execute the object that is being guaranteed.

The government issued Government Regulation Number 21 of 2015 concerning Fiduciary Security Registration Procedures and Fiduciary Security Deed Making Fees with the intent and purpose that fiduciary registration can be reached easily, quickly, simply and at low cost. Furthermore, in Article 17 paragraph (2) Government Regulation Number 21 of 2015 states that if the fiduciary recipient, his attorney or representative does not notify the abolition of the fiduciary guarantee, the concerned

---

<sup>2</sup>Fuady, Munir. (2000). *Jaminan Fidusia*. Bandung: Citra Aditya Bakti. p.23

<sup>3</sup>Satrio, J. (1986). *Hukum Jaminan Kebendaan*. Bandung: Citra Aditya Bakti. p.34

fiduciary guarantee cannot be registered. However, in practice, objects that are still attached with a fiduciary guarantee and have been registered can still be reregistered ONLINE for fiduciary security registration.<sup>4</sup> Registration of fiduciary security cannot be separated from the elimination of fiduciary security if the debt secured by the object has been paid off. The elimination of the current fiduciary security is done electronically. The objective of eliminating fiduciary security is to achieve administrative order and legal certainty for the fiduciary. It becomes a problem when the debt guaranteed by the fiduciary security object has been paid off but the fiduciary guarantee object is not written off electronically.

Problems will arise if the fiduciary recipient does not remove (Roya) on the fiduciary guarantee because it will result in re-fiduciary. This means that if viewed from Article 17 of the Fiduciary Guarantee Act, when the same object is again fiduciary by the fiduciary, even though Roya has not done it beforehand, then there has been a re-fiduciary.

In reality, in practice, it is still possible for such re-fiduciary action to occur, because the Fiduciary Registration Office as the organizer of registration is not given the authority to ascertain the status of the fiduciary security object. So that objects that have not been processed can still be registered. This indicates that roya on fiduciary security has not been expressly regulated in the regulations regarding fiduciary security. There is no regulation on fiduciary security that imposes sanctions on fiduciary recipients that are not carried out by Roya.

Based on the above formulation, the objectives of this study are: To find out the legal implications of the guarantee of fiduciary objects that have not been abolished (Roya) and legal certainty of fiduciary abolition (Roya) in the application of fiduciary guarantee registration for the realization of the re-fiduciary prohibition.

## **2. Research Methods**

The type of research used is empirical normative research. This research uses qualitative analysis. This research was conducted at the Notary Office in Kendari City. Sources of research data, namely primary data and secondary data. Data collection in this study was carried out by means of observation and interviews with the participants

## **3. Results and Discussion**

### **3.1. Legal Implications for Fiduciary Objects Collateral For Which Abolition Has Not Been Performed (Roya)**

Fiduciary security as a form of guarantee institution regulated in Act No.42 of 1999 concerning Fiduciary Security, hereinafter referred to as the Fiduciary Guarantee Law. This law is expected to meet legal needs that can further spur national development

---

<sup>4</sup><https://m.hukumonline.com/pusatdata/detail/lt5534a8b030088/node/9/peraturan-pemerintah-nomor-21-tahun-2015> accessed on August, 2020.

and to ensure certainty. law and able to provide legal protection for interested parties. Fiduciary security is a basic agreement that creates obligations for the parties and the imposition of objects with fiduciary guarantees must be made with a notary deed in Indonesian as regulated in article 5 paragraph (1) of the Fiduciary Guarantee Law.

Initially, a principal agreement was made as a debt and credit agreement between creditors and debtors, then the fiduciary security object was bound in an agreement called a fiduciary security deed as one of the conditions for issuing a fiduciary certificate by the fiduciary registration office. Application for fiduciary is made by the fiduciary recipient, his attorney or his representative, by attaching a fiduciary guarantee registration statement.

Electronic registration of fiduciary guarantees is considered important to improve legal services for registering fiduciary guarantees to the public easily, quickly, cheaply and comfortably and the Government has enacted the Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 10 of 2013 concerning Electronic Fiduciary Registration Procedures .

Furthermore, according to Article 2 paragraph (2) states, fiduciary registration includes:

- a. Registration of applications for Fiduciary Security;
- b. Registration of Fiduciary Amendment; and
- c. Abolition of Fiduciary Guarantee

In relation to the law regarding the fiduciary guarantee, it obliges creditors as fiduciary recipients to abolish the fiduciary guarantee. However, what is very regrettable is the legal rules regarding fiduciary guarantees both against the Fiduciary Guarantee Law and regulations on the Procedures for Electronic Fiduciary Registration. Regarding the absence of any provisions regarding sanctions for non-elimination fiduciary guarantees (Roya). If the agreement has ended, then the creditor or fiduciary has temporarily finished for the debtor, the elimination of the fiduciary security needs to be done to guarantee his rights.

The debtor cannot guarantee the return collateral object because there is no re-fiduciary effect. The same object cannot be guaranteed back to other creditors because the legal status of the first creditor is still attached to the security right over the object. So the debtor cannot divert and sell the object. In the absence of strict sanctions, legal protection for debtors is neglected.

Article 16 and article 17 of Government Regulation Number 21 of 2015 explicitly state that it is the fiduciary recipient who is obliged to notify the Ministry of Law and Human Rights to abolish the fiduciary guarantee. However, the debtor himself can also do away with the fiduciary guarantee on condition that he / she is authorized by the fiduciary. From this article it is clear that the elimination of fiduciary is very important but in reality and its implementation there are still many debtors and creditors who do not cancel their guarantees to the notary. This is a new problem where legal consequences will arise if the guarantee is not removed or disrupted.

With regard to the object of credit guarantees bound with a guarantee institution such as a mortgage, mortgage, or fiduciary security, a discussion of the burden must be carried out. As long as the imposition of the credit guarantee object is carried out through the obligation of registration, the elimination of the burden of the debt against the object of the credit guarantee shall be carried out by the institution where the registration of the charge is carried out.<sup>5</sup> Looking at the guarantee system on mortgages, when the debtor has paid all of his credit repayment obligations, a roya is carried out on the imposition of the mortgage, indicating that the condition of the land has become a condition of the imposition of debt.<sup>6</sup> Likewise, in the fiduciary guarantee system, the status of the fiduciary security object which has not been carried out by the fiduciary regime has not been declared clean from the nature of the guarantee attached to the object.

The object of fiduciary security is stated to be still registered with the fiduciary security office until the abolition (Roya) of fiducia is carried out. Fiduciary Roya is an obligation that must be carried out by the fiduciary. If the object of fiduciary security has not been roya yet, it cannot be used as a guarantee if it wants to be re-guaranteed as an object of fiduciary security, then the object must be roya first. Regarding the object of fiduciary security which is refused even though fiduciary registration has not been carried out, including re-fiduciary, and this is prohibited by the fiduciary guarantee law as long as the fiduciary recipient has not notified the fiduciary registration office and the fiduciary registration office has not issued a statement that the fiduciary guarantee certificate is invalid objects that are the object of fiduciary security have not been written off and remain attached as collateral for debt. Freeing objects that are objects of fiduciary security, free from fiduciary guarantees against objects of collateral that are not yet fiduciary cannot be used as objects of fiduciary security.<sup>7</sup>

As a result of the re-fiduciary law on the object of the fiduciary guarantee without first deletion (Roya), there are several legal consequences that will arise if the fiduciary commits fiduciary again, namely;

- a. The second creditor loses his preferred right, in the event that the same object is burdened with more than one fiduciary security agreement, the precedence rights (Preferent Rights) are given to the earlier creditor who registered with the fiduciary registration office as stipulated in article 27 of the Fiduciary Security Act.<sup>8</sup> it means that if the first creditor has registered the object of fiduciary security, then even though the second creditor also registers, he will lose his preferred rights.
- b. Imposing criminal sanctions to the fiduciary, as a result of his actions by the fiduciary who do so consciously re-fiduciary. The Fiduciary Guarantee Law

---

<sup>5</sup>Bahsan, M. (2008). *Hukum Jaminan dan Jaminan Kredit Perbankan Indonesia*. Jakarta: Raja Grasindo Persada. p.147

<sup>6</sup> *Ibid.*

<sup>7</sup> Based on the results of an interview with Mr. Sudirman, SH., M.Kn as Notary & PPAT in Kendari City on December 22, 2019 at 15.30 WITA

<sup>8</sup> *Ibid.*

provides criminal sanctions, as provided for in article 35, to debtors who are mischievous for giving wrong information resulting in re-fiduciary punishment, with a minimum imprisonment of 1 (one) year for a maximum of 5 (five) years and a fine of at least IDR 10,000,000.- (ten million rupiah) and a maximum of IDR 100,000,000, - (one hundred million rupiah).

The granting of criminal sanctions to fiduciary giver who commits fiduciary re-fiduciary value is reasonable and appropriate, because the fiduciary is consciously not in good faith. Re-fiduciary referred to in article 17 of the Fiduciary Guarantee Law and violations of this article result in sanctions in the form of imposing a criminal or a fine to the fiduciary as described above.

However, reviewed according to article 25 paragraph (3) of the Fiduciary Guarantee Law, it explains that those who are obliged to carry out fiduciary rights are the fiduciary recipients, not the fiduciary giver. So, if in the future the fiduciary is accused of re-fiduciarying because of re-guaranteeing the object, it is the fault of the fiduciary recipient who did not commit a fiduciary royale, resulting in re-fiduciary action.

The fiduciary in this case actually has the right to the guarantee because he has already paid off the debt. The termination of the fiduciary guarantee means that the fiduciary is legally entitled to return the guarantee. So, if nothing prevents the fiduciary from guaranteeing the object of the fiduciary guarantee. Statements that are inaccurate if the fiduciary is accused of re-fiduciarying, because the object of the fiduciary guarantee has not been handled by the recipient of the fiduciary, even though in an elemental way according to article 17 of the fiduciary security law has been fulfilled. The fiduciary in this case does not deserve to receive legal consequences in the form of imposing a sentence against him.

In terms of fiduciary security rights as property guarantees owned by the creditor who receives the material guarantee to take precedence in taking repayment, compared to other creditors who are not the recipient of the material guarantee, the proceeds from the sale of a certain object or a group of certain objects that are specifically tied.<sup>9</sup> Material security rights are born because of the agreement, the formulation of the material security rights above gives rise to preference rights.

In implementing the elimination of the ONLINE fiduciary guarantee, the fiduciary security registration administration system in the form of fiduciary security registration procedures and the issuance of fiduciary security certificates that can be carried out ONLINE by fiduciary registration applicants through the electronic system belonging to the Directorate General of General Legal Administration (Ditjrn AHU) which is registered through a Notary, the source of law that is the basis for the formation and enforcement of this system is the Circular Letter of the Directorate General of AHU No. AHU-06.OT.03.01 Year 2013 concerning the Enforcement of the Fiduciary Security Registration Administration System Electronically (online system)

---

<sup>9</sup>Widjaja, Gunawan and Ahmad Yani. (2000). *Seri Hukum Bisnis Jaminan Fidusia*, Jakarta: PT. Raja Grafindo Persada. p.13

As evidence for creditors who are holders of fiduciary guarantees issued by the Directorate General of AHU which are registered through the Notary Office and the delivery of certificates is made on the same date as the date of receipt of applications for registration of fiduciary guarantees. This fiduciary guarantee certificate is actually a copy of the (Data Base) at the Directorate General of AHU which contains important notes on matters concerning the Fiduciary Guarantee Object and the amount of receivables between creditors and debtors with the data and information available at the time of the fiduciary guarantee registration statement.

In accordance with article 25 paragraph (3) of the Law on Fiduciary Security, it is known with certainty about things that can eliminate fiduciary, namely by writing off debts, relinquishing rights, destroying objects, and also transferring accounts receivable. With the expiration of installments between debtors and creditors After completing the debt-related matters, the creditor and debtor or their representative are obliged to notify the Office of the Ministry of Law and Human Rights regarding the termination of the fiduciary security by attaching a statement with the write-off of the debt, the release of rights, or the destruction of the object which is the object of the guarantee. With the abolition of the fiduciary guarantee, the Office of the Ministry of Law and Human Rights issued a certificate stating that the fiduciary guarantee certificate concerned was no longer valid.

In accordance with its inherent nature of the fiduciary guarantee, the existence of a fiduciary guarantee depends on the existence of a receivable that is guaranteed to be repaid. If the receivables are written off due to debt write-off or due to disposal, the fiduciary security concerned is automatically written off. This debt cancellation is evidenced by, among others, proof of repayment or proof of debt write-off in the form of information made by the creditor. As well as preventing re-registration on the fiduciary guarantee<sup>10</sup>.

From the results of research at the notary office in Kendari City, the obstacles in implementing the elimination of fiduciary guarantees are always not carried out by creditors and debtors to eliminate fiduciary guarantees, while the obstacles include;

- a. Creditors and debtors do not care about the abolition of fiduciary guarantees due to the assumption of fiduciary recipients that the deletion of records at the Ministry of Law and Human Rights through a notary is essentially an administrative act, so that fiduciary giver and fiduciary recipient feel that such deletion is less important.
- b. There is no complete explanation regarding the abolition (Roya) and the understanding of the fiduciary and the fiduciary recipient of the fiduciary guarantee.
- c. The absence of strict sanctions stipulated in Government Regulation Number 21 of 2015 against creditors and debtors who do not abolish their fiduciary guarantees

---

<sup>10</sup> Based on an interview with Mr. Fahrudin Zaki Halim, SH., M.Kn as Notary & PPAT in Kendari City on December 23, 2019 at 14.00 WITA

has resulted in ineffective application of the abolition (Roya) of fiduciary guarantees.

### **3.2 Legal Certainty for the Elimination (Roya) of Fiducia in the Application of the Registration of Fiduciary Guarantee for the Realization of the Prohibition of Re-Fiduciary.**

Something that the parties need to pay attention to in registering a fiduciary security is the obligation to abolish (Roya) to return the right of the fiduciary to the object of the fiduciary guarantee that was previously entrusted to the fiduciary recipient, problems will arise if the fiduciary recipient does not abolish the fiduciary because it will create re-fiduciary. Re-fiduciary is the imposition of fiduciary over the same object that has been previously imposed by fiduciary.

According to Frieda Husni Hasbullah, explaining the problems that will arise before the enactment of Act No.42 of 1999 concerning the Fiduciary Guarantee, these problems include;<sup>11</sup>

- a. Not being registered, by not registering fiduciary collateral objects it can result in legal uncertainty for third parties who intend to own it but do not know for sure whether the object under the control of a bezitter or debtor has been pledged as collateral or not. The recipient of fiduciary is also not protected in the event that the fiduciary is dishonest or not authorized.
- b. Possible misuse of collateral. Because the object that is used as the object of collateral is in the control of the debtor, this is vulnerable to re-fiduciary or transfer to another party.

With the enactment of Act No.42 of 1999 concerning Fiduciary Security, these issues have been regulated so as to provide legal certainty for the parties concerned. Regarding fiduciary registration, it is regulated in the second part starting from article 11 to article 18 UUJF, including the provisions that prohibit re-fiduciary in article 17 UUJF.

Judging based on article 17 of the Fiduciary Guarantee Act, when the same object is again refused by the fiduciary, even though the fiduciary has not been abolished, this will become a problem because of the re-fiduciary. By eliminating the fiduciary security as a form of supporting facilities for legal certainty in the fiduciary guarantee law, the elimination of the fiduciary guarantee becomes an obligation in order to prevent re-fiduciary action. So the facilities that have been provided by the Government are expected to provide legal certainty in the Fiduciary Guarantee Act in accordance with the purpose of the establishment of this Law. To provide legal certainty and protection to interested parties, namely between debtors and creditors.

The current development is that fiduciary guarantees are carried out ONLINE and there is no gap for re-fiduciary action but in reality in its implementation in the field re-fiduciary acts may occur. The electronic fiduciary registration system where

---

<sup>11</sup>Hasbullah, Frieda Husni. (2002). *Hukum Kebendaan Perdata: Hak-Hak Yang Memberikan Jaminan*. Jakarta: Ind Hill-Company. p.48



registration can be carried out directly by the fiduciary recipient ONLINE through a notary without going through or going through a check process at the Ministry of Law and Human Rights Office with this system providing more opportunities for debtors to pledge their objects to other creditors. Re-fiduciary cannot be done because the object that has been subject to fiduciary burden does not belong to the giver but the ownership rights have been transferred to the fiduciary recipient.<sup>12</sup> The giver of fiduciary can only refocus the object or objects after the deletion (Roya) is carried out, which eliminates the object is free from fiduciary guarantee.

One of the objectives of the birth of Act No.42 of 1999 concerning Fiduciary Guarantee is to guarantee legal certainty, legal programs in the form of rules must have certainty so as to guarantee certainty in their implementation. For this reason, it is necessary to study how firmly the regulations regarding the abolition of (Roya) fiduciary can provide legal certainty in its implementation. The following are regulations related to fiduciary security in terms of legal certainty, namely;

- a. Act No.42 of 1999 concerning Fiduciary Security, the provisions of Article 25 paragraph (3), has not provided any confirmation that its implementation is only a suggestion and is not an obligation for fiduciary recipients or creditors to carry out a write-off (Roya) on fiduciary. Recipients of fiduciary are only recommended to notify the Fiduciary Registration Office of the termination of the fiduciary guarantee. And there are no rules regarding strict sanctions for fiduciary recipients who do not abolish fiduciary.
- b. Regulation of the Minister of Law and Human Rights of the Republic of Indonesia Number 10 of 2013 concerning Electronic Fiduciary Registration Procedures, is more or less the same as the existing regulations in UUJF relating to the abolition of fiduciary, that is, they have not given any explicitness in their implementation. This is because this regulation is still a recommendation, not an obligation to abolish fiduciary and also in this regulation there is no sanction given to fiduciary recipients who do not abolish fiducia. Of course, this regulation is still far from being firm in creating legal certainty.
- c. Government Regulation Number 21 of 2015 concerning Fiduciary Security Registration Procedures and Fees for Fiduciary Guarantee Deed, is actually quite firm in regulating the abolition of fiduciary. It can be seen from the existence of an obligation on the fiduciary recipient, his attorney or representative to notify in writing of the termination of the fiduciary security plus the grace period that has been determined, which is no later than 14 (fourteen) days after the termination of the fiduciary guarantee concerned but this is not sufficient to guarantee legal certainty of its implementation.

All the rules governing the fiduciary guarantee mentioned above have not been very firmly regulated regarding the abolition (Roya) of the fiduciary guarantee so that it creates legal uncertainty regarding the abolition of the fiduciary guarantee itself. Legal certainty is one of the objectives of the law itself to create legal certainty in actions existing law in the community, it must function the existing legal systems. One of the

---

<sup>12</sup>Sutarno. (2005). *Aspek-Aspek Hukum Perkreditasi Pada Bank*. Bandung: Alfabeta. p.218

legal systems, namely legal substance, legal substance is correlated with legal products that have been produced by the compilers, namely the statutory perstursn has been able to meet the needs of legal firmness and protection in society. The form of assertiveness, namely the existence of sanctions that are stated firmly in the law is very important to realize legal certainty,

An arrangement that is not expressly stated in the form of a law, so both the ruled and the officials themselves, often do not feel obligated to comply. Firm rules will provide legal certainty for their implementation and legal products that regulate the abolition (Roya) of fiduciary guarantees are still felt to be weak. Weak legal products regarding the abolition of fiduciary guarantees have not been able to meet the need for law enforcement in society. The lack of decisiveness in the legal product makes it difficult to create legal certainty, so that re-fiduciary is possible.

With the elimination of (Roya) fiduciary security is one form of legal certainty support facilities in the fiduciary guarantee law. The elimination of fiduciary security becomes an obligation in order to prevent re-fiduciary action which will certainly harm creditors as well as debtor parties themselves. So through the fiduciary guarantee elimination (Roya) facility that has been provided by the government, it is hoped that legal certainty in the Fiduciary Guarantee Act can be fulfilled in accordance with the objectives of the establishment of the UUJF which among others are to meet the legal needs of the community and provide protection to interested parties.

#### 4. Closing

Based on the research and discussion obtained, it can be concluded that due to the re-fiduciary law on the object of fiduciary security without deletion (Roya) first, there are several legal consequences that will arise if the fiduciary commits fiduciary again, namely the second creditor loses his preferred right . Imposing criminal sanctions to the fiduciary, as a result of his actions by the fiduciary who do so consciously re-fiduciary. Fiduciary re-fiduciary object without deletion (Roya) is included in the re-fiduciary element mentioned in article 17 of the Fiduciary Guarantee Law and violations of this article have legal consequences in the form of creditors losing their preferred rights over the object of fiduciary security and imposing sanctions on the fiduciary. . However, the imposition of the sanction to the fiduciary is due to the re-fiduciary of the object without doing the fiduciary royale, but starts from the fiduciary recipient who does not fulfill his obligation to perform the fiduciary roya first. There needs to be an effort from the government to make stricter rules regarding the provisions of the fiduciary guarantee elimination (Roya) obligation, particularly sanctions for debtors and creditors who do not abolish fiduciary guarantees.

#### 5. References

##### *Books:*

- [1] Bahsan, M. (2007). *Hukum Jaminan dan Jaminan Kredit Perbankan Indonesia*. Jakarta: Raja Grasindo.

- [2] Bahsan, M. (2008). *Hukum Jaminan dan Jaminan Kredit Perbankan Indonesia*. Jakarta: Raja Grafindo Persada.
- [3] Fuady, Munir. (2000). *Jaminan Fidusia..* Bandung: Citra Aditya Bakti.
- [4] Hasbullah, Frieda Husni. (2002). *Hukum Kebendaan Perdata: Hak-Hak Yang Memberikan Jaminan*. Jakarta: Ind Hill-Company.
- [5] Satrio, J. (1986). *Hukum Jaminan Kebendaan*. Bandung: Citra Aditya Bakti.
- [6] Sutarno. (2005). *Aspek-Aspek Hukum Perkreditan Pada Bank*. Bandung: Alfabeta.
- [7] Widjaja, Gunawan and Ahmad Yani. (2000). *Seri Hukum Bisnis Jaminan Fidusia*, Jakarta: PT. Raja Grafindo Persada.

*Interview:*

Based on an interview with Mr. Fahrudin Zaki Halim, SH., M.Kn as Notary & PPAT in Kendari City on December 23, 2019 at 14.00 WITA

*Internet:*

<https://m.hukumonline.com/pusatdata/detail/lt5534a8b030088/node/9/peraturan-pemerintah-nomor-21-tahun-2015>