



# THE 3<sup>rd</sup> INTERNATIONAL CONFERENCE AND CALL FOR PAPER

**"Legal Development in Various Countries"**



**IMAM AS SYAFEI BUILDING**  
 Faculty of Law, Sultan Agung Islamic University  
 Jalan Raya Kaligawe, KM. 4 Semarang, Indonesia

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# **The 3<sup>rd</sup> PROCEEDING**

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## INFORMATION OF THE CONFERENCE AND CALL PAPER

**WORLD ISLAMIC UNIVERSITY**  
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SULTAN AGUNG ISLAMIC UNIVERSITY

# Welcome to Participants on International Conference

## "LEGAL DEVELOPMENT IN VARIOUS COUNTRIES"

*This conference tries to reviews different theories of legal development in order to highlight their similarities and differences. And focusing on the development of law in both developed and developing countries and its role in shaping a good future.*

**KEYNOTE SPEAKER:**  
**Prof. Henning Glaser**  
Thammasat University, Thailand

**IMAM AS SYAFEI BUILDING**  
Faculty of Law, Sultan Agung Islamic University  
Jalan Raya Kaligawe, KM. 4 Semarang, Indonesia

Organized by : Faculty of Law Sultan Agung Islamic University (UNISSULA) Semarang-Indonesia

**SPEAKERS :**

1. Prof. Shimada Yuzuru  
Nagoya University, Japan
2. Prof. Dr. Ruzian Markom  
Universitas Kebangsaan Malaysia, Malaysia
3. Prof. Dr. I Gusti Ayu Rachmi, S.H., M.M  
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4. Assoc Prof. Dr. Ahmad Zaharuddin S.  
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5. Dr. Anis Mashdurohatus, S.H., M.Hum  
Sultan Agung Islamic University, Indonesia

Indonesia, September 05<sup>th</sup> 2017

**WORLD ISLAMIC UNIVERSITY**  
**UNISSULA**  
SULTAN AGUNG ISLAMIC UNIVERSITY

# International Conference

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Organized by : **Faculty of Law UNISSULA**  
Semarang-Indonesia

**FACULTY OF LAW**  
Sultan Agung Islamic University

5  
September  
2017

**SPEAKERS :**

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2. Dr. Hilaire Tegnau, LL.M.  
Faculty of Law, Sorbonne University
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Universitas Utara Malaysia, Malaysia
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This Conference And Call Paper was held by the Faculty of Law, Sultan Agung Islamic University (UNISSULA) Semarang, on:

Day: Tuesday

Date : September 5<sup>th</sup> 2017

Time : 08:00 - 15:00 pm

Place : Imam AsSyafei Building 3<sup>rd</sup> Floor

Faculty of Law, Sultan Agung Islamic University, Semarang, Indonesia

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AND CALL FOR PAPER  
“LEGAL DEVELOPMENT IN VARIOUS COUNTRIES”**

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## PREFACE

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Assalamu'alaikum, Wr. Wb

First of all, let's say Thanks to Allah, who has been giving us guidance, happiness, healthy, and mercy, so we can finish this conference proceeding without any obstacles. Praise and salutation upon our prophet Muhammad saw the last messenger, the best figure of this universe; the person who was able to save us from Jahiliyah era.

We would like to extend our thanks to the invited speakers: **Prof. Henning Glaser from Thammasat University, Prof. Shimada Yuzuru from Nagoya University, Hilaire Tegan, Ph.D from Sorbone University, Prof. Dr. I Gusti Ayu Ketut Rachmi Handayani, MM from SebelasMaret University, Dr. Zaharudin from Universiti Utara Malaysia, and Dr. Anis Mashdurohatun, S.H., M.Hum from Sultan Agung Islamic University.**

This is our third International conference and call for paper held by Faculty of Law, Sultan Agung Islamic University. This annual conference tries to gain any information and studies done by academician and practitioner to be discussed as guidelines to exchange and discuss views on the most important recent on Legal Development happens in both developed and developing countries and its role in shaping a good future, and to discuss the challenges and practical aspects in integrating competition law enforcement and guidelines to develop legal state in accordance with the diversity of all countries around the world. We hope this conference brings benefit for both participants and our faculty.

We are pleased to have your critique, suggestion and correction in order to make us better. Finally, we do thanks to all who helped this conference. May Allah guide us to always develop useful knowledge for human being.

See you in our fourth International and call for paper next year.

Wassalamualaikum, Wr. Wb

Semarang, September 5<sup>th</sup> 2017

**Chairman of the Committee,**



**Dr. Anis Mashdurohatun, S.H., M.Hum**  
**NIDN : 06-02105-7002**

## GREETING FROM THE DEAN OF FACULTY OF LAW

---

*As-salamu'alaikum Wr. Wb.*

Thank to Allah SWT is an absolute act that we must say after conducting the International Conference and Call for Paper by theme: “**Legal Development in Various Countries**” which is held by Faculty of Law, Sultan Agung Islamic University (UNISSULA) Semarang, on September 5<sup>th</sup> 2017.

This conference tries to reviews different theories of legal development in order to highlight their similarities and differences. In the end, as in contract theories, no monist view of legal development possesses the explanatory power needed to understand how law has come to be and where it may take us in the future. What we do have is a foundation built on at least two millennia of legal history. The intellectual starting point for this project is Nathan Isaacs' unfinished work on a cycle theory of legal development. His view of legal development takes issue with Henry Sumner Maine's thesis that development in advanced legal systems is progressive in nature. And, more importantly for the current undertaking, that this progression is linear in nature. Instead, Isaacs' review of thousands of years of Jewish legal development indicated that legal development perpetually progressed in cycles.


Therefore, to discuss more about legal development or law reform, Faculty of Law, Sultan Agung Islamic University is confidence to conduct a conference by the theme “**Legal Development in Various Countries**” focusing on the development of law in both developed and developing countries and its role in shaping a good future.

Finally, we thank to the presenters, article senders, and comittee who have contributed in this event, so that this international seminar ran well.

*Wassalamu'alaikum Wr. Wb.*

Semarang, September 5<sup>th</sup> 2017

Dean,



**Prof. Dr. Gunarto, SH, SE, Akt, M.Hum**  
NIDN.062004670

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# **Fiduciary Guarantee Problematics With Objects Inventory In Credit Agreement**

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## **ABSTRACT**

The Fiduciary Guarantee Institution has been recognized by the existence of Law Number 42 Year 1999 regarding Fiduciary Guarantee, Fiduciary Guaranty is collateral right or guarantee on tangible object of tangible or intangible, or that can not be burdened by dependent rights according to Law Number 4 Year 1996 of the Deposit Rights owned by the Fiduciary Receiver registered with the Fiduciary Registry office, ie as collateral for certain debt repayments and those having the right to take precedence over other creditors. Fiduciary is the transfer of ownership of a thing that can be fused according to the belief that the mastery is still done by the owner of the object. The formulation of the problem is what is the problem of fiduciary security with the object of inventory on credit agreement? This research, with normative juridical approach, doctrinal and non-doctrinal research, with qualitative approach. This study also based on the concept of legal positivis which suggests that the legal norms are identical with the norms written and made and enacted by the state authorities. The types and sources of data include primary and secondary data, with primary, secondary and tertiary legal materials. The result of the research shows that the registration of fiduciary with the guarantee of the inventory object, which is registered is the bonding value of the guarantee and not the goods or the item, so that if the debtor is defaulted then the bank or creditor may request the fulfillment of the guarantee object of the bond guarantee value. While banking efforts in solving problem loans that is done by restructuring done if the debtor still have good faith, the business prospect is still running well and have the ability to pay back in credit borrowed. If the restructuring or rescue credit can not be done, then the settlement is through legal channels, that is done by way of aus and auction eksekutorial, with an alternative settlement that is with the sale of collateral goods under the hands.

Keywords: Fiduciary Guarantee, Inventory Items, Credit Agreement.

## **A. Background**

The development of the era in this era of globalization demands a lot of developments in the world of legal perspective is no exception to the law of guarantee. This assurance law has evolved in accordance with the development of the times and the needs of the public for the guarantee institutions that accommodate the broad interests of society but remain within the corridors of the prevailing legal arrangements.<sup>1</sup>

The Fiduciary Guarantee Institution has been acknowledged by the existence of Law Number 42 Year 1999 on Fiduciary Guaranty, which was promulgated on 30 September 1999, as it is known that fiduciary guarantee is the right of collateral or guarantee of tangible or intangible object, or not may be subject to dependent rights under Law No. 4 of 1996 on the Deposit Rights owned by Fiduciary Recipients registered in the Fiduciary Registry office,

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<sup>1</sup>Rachmadi Usman, *Hukum Kebendaan*, Sinar Grafika, Jakarta, 2011, hal.1

ie as collateral for certain debt repayments and those having the right to take precedence over other creditors. Fiduciary is the transfer of ownership rights to an item that can be fused according to the belief that the mastery is still done by the owner of the object.<sup>2</sup>

This study, using a normative juridical approach, is a doctrinal and non-doctrinal research, with a qualitative approach. This study also based on the concept of legal positivism which suggests that the legal norms are identical with the norms written and made and enacted by the state authorities.<sup>3</sup> The types and sources of data include primary and secondary data, with primary, secondary and tertiary legal materials.

## **B. Problem Formulation**

What is the problem of fiduciary collateral with objects of inventory on credit agreements?

## **C. Discussion**

Before disbursing a fiduciary loan, the bank first makes an appraisal that aims to:

1. Knowing exactly the location and condition of goods to be guaranteed.
2. Determine whether the collateral goods assessed can cover the amount of the loan proposed by the debtor.
3. Account officer considerations (AO), credit committee, credit reviewer and remedial special asset management in making a decision.
4. Determine whether the guarantee goods are eligible to be accepted as Bank guarantees and meet the criteria of terms of guarantee.

The types of collateral or collateral items that can be accepted by the Bank in lending to debtors are divided into 2 (two) parts, namely (1) non-moving goods, in the form of land only, and land and buildings (houses, shops, buildings, etc.) -other). (2). Moving goods, in the form of vehicle factory machinery, inventory, receivables, time deposits, stand by Letter of Credit (L / C), shares, or gold).

Fiduciary security with objects of inventory objects, there are special things that must be considered in the assessment. This is because the position / condition of the inventory can change and move, in contrast to the land and buildings that are more certain. Assessment of inventory is done by:<sup>4</sup>

1. Data collection, including:
  - a. Stock list last position.
  - b. Price list.
  - c. Invoice of goods (on location).
2. Checking on the spot:
  - a. prepare equipment in the framework of assessment.
  - b. Identify the goods and match the list.
  - c. Pay attention to the goods easily damaged or not.
  - d. Whether the goods are slow moving or fast moving.

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<sup>2</sup>Irman Arif Setiawan et al, *Kajian Yuridis Terhadap Terjadinya Wanprestasi pada Pelaksanaan Perjanjian Kredit Dengan Jaminan Fidusia Berupa Benda Inventory*, Artikel Ilmiah Hasil Penelitian Mahasiswa 2013, Universitas Jember, hal.2

<sup>3</sup>Ronny Hanitiyo Soemitro, *Metodologi Penelitian Hukum*, Ghalia Indonesia, Jakarta, 1990, hlm. 32

<sup>4</sup>Irman Arif Setiawan, *op.cit*, p.5.

- e. Pay attention to the storage of goods.
  - f. Pay attention to the construction of the building or its facilities.
  - g. Pay attention to building status.
3. Assessment, including:
- a. Looking for goods price information.
  - b. Pay attention to the factors that affect the price.
  - c. determine the value (liquidation).
4. Preparation of flow chart, if required in NAK (Application Memorandum of Credit) to be done periodically. NAK is a medium to apply for credit with credit data such as ceiling, interest, guarantee installment and other terms.

In the event that the object becomes the object of fiduciary guarantee is an item in an ever-changing or variable inventory, such as stock of raw materials, semi-finished goods and finished goods, the Fiduciary Guaranty Act is stipulated on the type, brand and quality of the object. Since the fiduciary security object is an inventory item that selau change, then the Bank performs physical and periodic checks. Reporting on each industry is different. For example for furniture industry, palaporan done 3 (three) month. For the metal industry, reporting can be done once every 4 (four) months. While reporting for grocery stores is done on a weekly basis. This includes preventive actions undertaken by the Bank.

If the change is an object in inventory that becomes the object of fiduciary guarantee. This is in view of changes in inventory items occurring on a daily basis, whereas according to the provisions of Article 16 paragraph (1) of the UUJF stipulates that if there is a change concerning matters contained in the Fiduciary Guarantee Certificate as referred to in Article 14 paragraph (2), fiduciary recipients shall submit an application for registration of such amendment to the fiduciary registration office. Not all changes to the inventory object are submitted for registration of the change. Against items that are completely used, such as rice, meat, swallow's nest do not need to be registered as the transactions of these items almost happen every day and certainly would be inconvenient if every day must be filed a request for change of fiduciary guarantee. As for specific objects such as motor supplies need to be submitted when the change occurs. This is because in the motor there is a frame number / NIK, the machine number so that if there is a change in the case of the motor has been sold by the dealer and replaced with another motor as the object of fiduciary guarantee, it is necessary to apply for registration of the change so as not to have difficulty in execution execution later .

The Fiduciary Guaranty Certificate must contain information or statements such as the identity of the fiduciary party and receiver, the Fiduciary guarantee certificate number, the date, name and place of the Notary making the Fiduciary Guaranty Deed, the fiduciary secured principal agreement, the value of the guarantee and the value of the object under the guarantee object fiduciary. In its development, the data may be changed, such as the amount of principal debt, the credit agreement period, the value of the guarantee increased, the value of the object that became the object of fiduciary collateral changed, the creditor must apply for registration of the change to the fiduciary registration office.

Reporting on changes to inventory as a fiduciary guarantee object based on agreements agreed upon by both parties as agreed upon by both parties as stated in the Fiduciary Guaranty Act. This can be interpreted to mean the change of objects in inventory depends on the agreement of both parties.

In solving the problems that arise during the credit agreement, such as the debtor being defaulted while the fiducia donor has not replaced the equivalent object, the Bank approaches the debtor to ask for other guarantees. Decision making so that the debtor is considered to

perform measures of early observation of the ability to pay, either through restructure or reschedule, for example by granting mortgage installment or installment or decrease in bank interest rates. This is done to maintain the credibility of the debtors and creditors.

The fiduciary guarantee certificate has the same executorial strength as the court decision which has had the force of the law (in kracht). In practice, if the debtor wanprestasi while the fiduciary provider in the implementation of fiduciary guarantee with the object of inventory has not replaced the equivalent object, then the settlement of the problem is the execution implementation based on what has been agreed as stated in the fiduciary guarantee certificate. With problem solving taken by the bank if the debtor defaults while the fiduciary donor has not replaced the equivalent objects, because the steps taken are in accordance with the applicable regulations. The fiduciary warrant that has been transferred must be replaced by the fiduciary with the equivalent object. If the debtor defaults, the proceeds of the transfer and / or claims arising out of the transfer by law shall become the object of the substitute fiduciary assertion of the transferred fiduciary object, and executive titles shall also be executed against the object of the remaining fiduciary security object. This is in accordance with the provisions of Articles 21 and 29 of Law Number 42 of 1999 on Fiduciary Guaranty.

Government issued Government Regulation (PP) no. 21 of 2015 on Procedures for Registration of Fiduciary Guarantee and the Cost of Making Fiduciary Collateral Deed. This Government Regulation contains the regulation concerning the procedure of electronic registration of Fiduciary Guarantee, which supersedes Government Regulation Number 86 of 2000 concerning Procedures for Registration of Fiduciary Guaranty and Fiduciary Guarantee Fee Making Cost. In principle, the substance set forth in this Government Regulation does not differ greatly from the provisions contained in Government Regulation No. 86 of 2000 concerning the Procedures for Registration of Fiduciary Guarantee and the Cost of Fiduciary Collateral Deed.

Based on Article 37 Paragraph (2) and Article 39 of Law Number 42 Year 1999 concerning Fiduciary Security, Fiduciary Registration Office shall be established within the scope of duties of the Ministry of Justice and Human Rights with the working area covering all parts of Indonesia. In order to provide services to the public, based on Government Regulation Number 86 of 2000 on Procedures for Registration of Fiduciary Guarantee and the Cost of Fiduciary Guarantee Certificate, the Fiduciary Registration Office manages Fiduciary Guarantee registration manually and in fact has several obstacles, such as not achieving one day service service because the incoming request is very much beyond the ability of human resources and existing facilities. To overcome these problems, the government felt the need to create a pattern of registration services Fiduciary Guarantee electronically (online system). In this case it is published PP. 21 years 2015. Other parties such as multi-finance and community can also access fiduciary guarantee registration through [www.ahu.go.id](http://www.ahu.go.id).

The new arrangements contained in Government Regulation No.21 of 2015, among others:

- a. There is an obligation for the Fiduciary Receiver, the power or his representative to notify the removal of the Fiduciary Guarantee. Notice of removal is free of charge. In the absence of any fees imposed, the Fiduciary Receiver may, under its power of attorney or representative, be able to perform the Fiduciary Guarantee deletion notification voluntarily and without burden. This will make it easier for the Ministry of Justice and Human Rights to monitor the Fiduciary Security that has expired or will end its term.
- b. The amount of the cost of making the Fiduciary Guaranty Certificate is determined based on the value of the guarantee which refers to the cost of making the deed as regulated in Article 36 paragraph (3) of Law Number 30 Year 2004 concerning



Notary Position as amended by Law Number 2 Year 2014 regarding the Amendment Law Number 30 Year 2004 concerning Notary Position

- c. c. The provision that all data entered in the application for Fiduciary Guarantee, application for repair of Fiduciary Guaranty certificate, request for change of Fiduciary Guarantee certificate, and notification of Fiduciary Guarantee certificate deletion electronically and the retention of its physical document shall be the responsibility of Fiduciary Receiver, its power or representative.
- d. d. At this time not only Notaries who can access Fiduciary Guarantee registration.

The procedure of fiduciary registration according to PP No.21 of 2015 is as follows:

According to article 1, the application for registration of the Fiduciary Guarantee, application for the repair of the Fiduciary Guaranty certificate, the request for the amendment of the Fiduciary Guaranty certificate, and notification of the removal of the Fiduciary Guaranty certificate shall be filed by the Fiduciary Receiver, proxy or deputy to the Minister through the electronic Fiduciary Security registration system.

#### 1. Application for Fiduciary Guarantee Registration

Fiduciary Guarantee application registration filed in the longest period is 30 (thirty) days since the date of the creation of deed of Fiduciary Guaranty (Article 4). Application for registration of Fiduciary Guarantee which has fulfilled the provision is proven by obtaining proof of registration.

The applicant shall pay the registration fee of Fiduciary Guarantee through perception bank based on the proof of registration. Fiduciary Guarantee Registration is recorded electronically after the applicant has paid Fiduciary Guarantee registration fee. The Fiduciary Guarantee was born on the same date as the Fiduciary Guarantee date recorded. The Fiduciary Guarantee Certificate is electronically signed by the Official at the Fiduciary Registration Office. The Fiduciary Guarantee Certificate can be printed on the same date as the Fiduciary Guarantee Date recorded.

In the event of a filling error in the application for registration of Fiduciary Guarantee which is known after the Fiduciary Guarantee certificate is printed, the Fiduciary Receiver, the power of attorney or his representative must apply for the repair of the Fiduciary Guarantee certificate to the Minister. An application for repair of a Fiduciary Guarantee certificate shall be filed within a period of 30 (thirty) days at the latest from the date the Fiduciary Guaranty certificate is issued.

#### 2. Change of Fiduciary Guarantee Certificate

In the event of a filling error or change of data in the application of the Fiduciary Guarantee on the amount of the value of the underwriting under the different category of guarantee value, the Fiduciary Receiver, the power of attorney or his representative shall apply for a change of Fiduciary Guaranty certificate to the Minister. Application for change of Fiduciary Guarantee certificate as referred to in paragraph (1) shall at least contain:

- a. number and date of last certificate;
- b. name and place of notary public;
- c. data changes; and
- d. information changes. Application for change of Fiduciary Guarantee certificate that has fulfilled the requirements of obtaining proof of registration.

Applicant pays the application fee for the change of Fiduciary Guaranty certificate through perception bank based on proof of registration. Registration of change of Fiduciary Guaranteed certificate is recorded after the applicant has made the payment. The certificate of amendment to the Fiduciary Guaranty certificate as referred to in Article 7 may be printed upon payment of the application fee. Certificate of change may be printed on the same date as

the date of application for the change of Fiduciary Guaranteed certificate is recorded. The change certificate is electronically signed by the Official at the Fiduciary Registration Office.

### 3. Removal of Fiduciary Guarantee

If the Fiduciary Security is waived due to the deletion of the debt secured by fiduciary, the waiver of the Fiduciary Security by the Fiduciary Receiver; or the loss of any object which becomes the object of the Fiduciary Guarantee, the Fiduciary Receiver, the proxy or his representative shall notify the Minister within 14 (fourteen) days at the latest from the date of the abolition of the Fiduciary Guarantee.

Based on the notice of deletion, Fiduciary Guarantee is removed from the Fiduciary Guarantee list and issued a deletion statement stating that the relevant Fiduciary Guarantee certificate is no longer valid. If the Fiduciary Receiver, its proxy or representative does not notify Fiduciary Guarantee of abolition then the Fiduciary Guarantee concerned can not be re-registered.

The existence of the Official Stipulation of the cost of making the Fiduciary Guarantee Deed is performed by making the Fiduciary Guaranty Certificate subject to a fee whose amount is determined based on the value of the guarantee, subject to the following conditions:

- a. the guarantee value up to Rp100,000,000.00 (one hundred million rupiah), the cost of making the deed is at most 2.5% (two point five percent);
- b. the value of guarantee above Rp100,000,000.00 (one hundred million rupiah) up to Rp1,000,000,000.00, (one billion rupiah), the cost of making the deed is at most 1.5% (one point five percent); and
- c. the guarantee value above Rp1,000,000,000.00 (one billion rupiah), the cost of making the deed based on the agreement between the notary and the parties, but not more than 1% (one percent) of the object made the act.

Fiduciary guarantee service using the system in the network (online) can be accessed through [fidusia.ahu.go.id](http://fidusia.ahu.go.id). With the implementation of this system, the registrants no longer need to face to face with the officers at the counter and on the other hand the implementation of this system is also to improve the ease of trying in Indonesia.

The effect of this online system on the task of Notary, namely, the existence of online registration system is certainly very helpful and simplify the task of Notary, compared to the previous manual system. The registration period for a maximum of 30 days from the signing of the Fiduciary Guarantee Act also provides legal certainty to the creditor or to a third party regarding the imposition of such guarantee. Registration within a maximum period of 30 days from the signing of the deed may also prevent multiple reassignments or multiple guarantees against the same object.

This 30-day period must also be observed by a Notary, since notaries have been accustomed to the absence of registration deadline on Fiduciary Guarantee Deed. So a fiduciary guarantee can be registered at any time even though it has passed months from the date of the deed of manufacture. From now on, the Notary must immediately register all of his fiduciary assets from the date of signature of his fiduciary Guaranteed deed. If 30 days after the date of deed of Fiduciary Guarantee has not been registered, then on the 31st day, the system of deed can no longer be registered. If they are over time, they must sign a new fiduciary guarantee certificate by appointing a Fiduciary Deed that can not be registered. This should be done by re-presenting the Fiduciary Receiver and Receiver.

On the other hand, this online system gives more responsibility to the Notary because there is no more correction mechanism from the Ministry of Law and Human Right cq Kanwil Fidusia to the suitability between the value of the object, the value of the guarantee, the credit facility value, to the name of the creditor. This often leads to problems where in practice there may be found inconsistencies between the values contained in the

Fiduciary Guaranty certificate and the value as set forth in the Credit Agreement or its financing agreement. To that end, the notary must always be careful and cross check again before the "click" button is completed to prevent the occurrence of repeated revisions. Similarly a Notary should increase his ability to apply online.

According to the provisions of Law Number 42 of 1999 on Fiduciary Guarantee, execution may be executed if the debtor wanprestasi and fiduciary giver are obliged to deliver the objects which become the object of fiduciary guarantee in the execution of fiduciary guarantee execution. If the fiduciary donor does not hand over the object to which the fiduciary shall be secured at the time of execution, the fiduciary receiver shall be entitled to retrieve the object under which the fiduciary shall be collected and where appropriate may request the assistance of the competent authority

## D. Conclusion

### 1. Conclusion

The registration of fiduciary with the guarantee of the inventory object, which is registered is the bonding value of the guarantee and not the item or the item, so that if the debtor is defaulted then the bank or creditor may request the fulfillment of the guarantee object in the value of the bond bond. While banking efforts in solving problem loans that is done by restructuring done if the debtor still have good faith, the business prospect is still running well and have the ability to pay back in credit borrowed. If the restructuring or rescue credit can not be done, then the settlement is through legal channels, that is done by way of aus and auction eksekutorial, with an alternative settlement that is by the sale of collateral goods under the hand.

### 2. Suggestions

For the Directorate General of AHU, the Ministry of Law and Human Rights, immediately reviewed the legal aspects that have been ignored since fiduciary moves from manual to online. There should be system improvements, especially for access to the data checking menu. The author agrees that only notaries are allowed to register, alter and delete fiduciary assurance because it is the authority of Notaries, but there should also be a menu of data checks that can be accessed by the public, so that the party who will be the recipient of fiduciary can check the guarantee object first before any agreement. Databases should function as fiduciary books open to the public, as well as the government immediately furnish the information in the database. The appearance of online fiduciary security certificates should also be improved, starting from the content of the certificate which does not include a description of the guarantee object. Another problem is the lack of security, whether paper type, stamp or signature, there is no standardization in these matters, will certainly be very vulnerable to the existence of counterfeiting. Notary public should be more vigilant and cautious in carrying out its authority to register fiduciary due to online system that has not worked perfectly. Notary must be able to ensure that the guarantee object is free from any charges, because if a fiduciary occurs again, then the Notary can also be brought to the Court to be held accountable. The public should be careful when it comes to fiduciary recipients, it is good to find out all the detailed information about the object of the warranty, check the physical form, if the object is a motor vehicle, record the machine number, frame number, and other detailed information. In addition, also make sure the goods that will be the object of the guarantee is free of any charge, ftarusia fidusia guarantee through the Notary, because if there

is a fiduciary re-or transfer of fiduciary objects, then as a second fiduciary receiver will be greatly disadvantaged.

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