


Analysis Of Heirs' Responsibility For The Debt Of Debtors Who Have Deceived

Harialdi Dharmawan Syahputra¹, Hasim Purba², Rosnidar Sembiring³, Tony⁴
^{1,2,3,4}Universitas Sumatera Utara, Medan, North Sumatera, Indonesia

Article Info	ABSTRACT
Keywords: Debt, Heirs, Accountability.	Debts and receivables used for business have not produced results, and some businesses have even failed. This is where problems arise because the debtor cannot fulfill his obligation to repay the credit loan in question. Negligence or delay (whether intentional or unintentional) in credit payments will result in a fine which must be borne by the debtor as agreed, because the debtor cannot fulfill its obligations because the debtor has died. The legal research method used is empirical normative supported by interviews, with data collection by means of documentation studies, literature studies and interviews. The heir is responsible for the debtor's debt with the aim of providing legal protection to the creditor in providing credit to the debtor who then after signing the credit, the debtor has died, then this becomes the obligation of the heir to pay the heir's debt.
This is an open access article under the CC BY-NC license 	Corresponding Author: Harialdi Dharmawan Syahputra Universitas Sumatera Utara, Medan, North Sumatera, Indonesia harialdi.dharmawan@gmail.com

INTRODUCTION

The legal relationship between the parties creates an agreement. An agreement is a legal act between two or more parties that requires an agreement between the parties so that the legal act can occur. In the event that someone voluntarily enters into an agreement, that is when legal rights and obligations arise to fulfill everything stipulated in the agreement. Agreements have an important role in a legal relationship, where an agreement is an event where someone promises to another person or two people promise each other to carry out something.

An agreement or Verbintenis contains a definition as a legal relationship of wealth or property between two or more people and gives the right to one party to obtain achievements while giving rise to obligations on the other party to carry out achievements. If seen from its form, an agreement is a series of words containing spoken or written promises or commitments which are stated in a deed, such as a Debt Acknowledgment deed.

Debt recognition, the ability to act is regulated in Article 1320 paragraph (1) of the Civil Code must be accompanied by the authority to act. One of the forms of debt recognition is in the form of credit provided by the bank to the debtor. Banks often experience risks that may occur due to bank weaknesses in terms of credit policy, supervision and customer collection. A new credit is approved after there is a written

agreement, although perhaps in simple form, between the creditor as the credit provider and the debtor as the credit recipient. When repaying credit loans, it is not uncommon for many debtors to have difficulty paying bills submitted by creditors.

Debts and receivables used for business have not produced results, and some businesses have even failed. This is where problems arise because the debtor cannot fulfill his obligation to repay the credit loan in question. Negligence or delay (whether intentional or unintentional) in credit payments will result in fines that must be borne by the debtor as agreed, because the debtor cannot fulfill its obligations, one of which is because the debtor has died.

Inheritance law provides a possibility where the heir can accept or reject the inheritance that is open to him. There is also the possibility of accepting but with the condition that he will not be obliged to pay the deceased's debts, which exceed the heir's share in the inheritance. However, the Legislative Regulations do not stipulate a rule by which heirs must determine their attitude towards the inheritance open to them.

The consequence of a rejection is that the heir in question is deemed to have never been an heir (of the heir in question). This means that a rejection applies retroactively to the time the inheritance was opened. Because the person who refuses is not an heir, he does not pass on either the rights or obligations/debts of the heir. There is no mixing of inherited assets with the personal assets of the person who refuses the inheritance.

Implementation of article 1107 of the Civil Code, creditors of the heirs can encumber the objects included in the rejected part, as if the heirs had received them. Creditors who wish to use legal action do not need to already be creditors at the time of the rejection. Also, if he later becomes a creditor, it can be said that he has been harmed by the rejection. The exoneration clause in the agreement registered before a notary in Kisaran, Asahan Regency regarding the granting of mortgage rights in the Deed of Granting Mortgage Rights Number 398/2022 dated 13 October 2022, states that there is responsibility for the parties if something undesirable happens

Literature Review

Position of the Debtor in the Deed of Granting Mortgage Rights

A creditor is a person who has receivables due to an agreement or law that can be collected before the court. The explanation of Article 2 paragraph (1) of Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations provides a definition of what is meant by creditors in this paragraph as either concurrent creditors, separatist creditors or preferred creditors. Specifically regarding separatist creditors and preferred creditors, they can submit a request for bankruptcy without losing their collateral rights to the property they own in the debtor's assets and their right to precedence. Meanwhile, a debtor is a person who has a debt due to an agreement or law whose repayment can be claimed before the court.

Credit is the provision of money or bills that can be equated with it, based on an agreement and loan agreement between the bank and another party which requires the borrower to pay off the debt after a certain period of time and pay interest.

Article 1131 of the Civil Code above is related to guarantees, it is a guarantee that arises from law. Such a guarantee is a guarantee whose form and content are determined by law. This means that a creditor can be given collateral in the form of property belonging to the debtor without specifically agreeing to it. A creditor is only a concurrent creditor of all of the debtor's assets. Such collateral is also known as general collateral. So, to implement this provision, all of the debtor's assets are sold at auction in public on the basis of a judge's decision, and the proceeds are distributed to the creditors equally, except if among the creditors there are creditors whose debts are fulfilled first.

The number of types of services offered really depends on the capabilities of each bank. The more capable the bank is, the more diverse the products it offers. A bank's capability can be seen in terms of management capital as well as the facilities and infrastructure it has. Etymologically, the term credit comes from Latin, *credere*, which means trust. Banks collect funds from the public in the form of savings and distribute them to the public in the form of credit and/or other forms in order to improve the standard of living of many people. Further discussion regarding this bank is described in a separate section relating to the Indonesian Banking System.

Position of the Debtor Who Died in the Deed of Granting Mortgage Rights Number 399/2022 Dated 13 September 2022 Issued by PPAT SAT in Kisaran, Asahan Regency

When someone dies, in principle the rights and obligations of the debtor as heir pass to his heirs. Likewise, if credit occurs, if the debtor dies, it is the heir's right to receive the heir's assets and their obligation to pay off the debt from the assets they received. Providing services to all communities who require explanations regarding the role of Land Deed Drafting Officials (PPAT) to the community without distinguishing the group from which the community comes, this group can be divided into 2 (two) parts, namely:

1. Groups of people who are economically capable; And
2. Groups of people who are economically disadvantaged.

The role of the Land Deed Making Official (PPAT) can be known by many members of the public who do not yet fully know what the role of the Land Deed Making Official is, so here the author will explain the role of the Land Deed Making Official which is regulated in Article 1 of Government Regulation Number 24 of the Year 2007 as follows:

"The Land Deed Making Official has the role of an official assigned by the Head of the National Land Agency to carry out certain activities according to Government Regulations and relevant laws (making sale and purchase deeds, exchanges, granting income to companies (inbeng), distribution of property rights). , granting building use rights / imposing mortgage rights."

Regulation of the Head of the National Land Agency of the Republic of Indonesia Number 1 of 2006 concerning Provisions for Implementing Government Regulation Number 37 of 1998 concerning Position Regulations for Land Deed Officials to help the community in dealing with problems that are still commonly encountered. These problems are not yet understanding how to correctly take care of the need for making deeds, including land sale and purchase deeds and others, where the drafting needs in making land sale and purchase deeds and other deeds must involve the role of PPAT, the things mentioned above. People

usually just ignore it without thinking about the impact if a problem occurs in the future. Government Regulation Number 24 of 1997 is very meaningful for the entire community to better understand the benefits of the role of the Land Deed Making Officer when the community faces problems related to the Land Deed Making Official.

The implementation of the registration of mortgage rights carried out by the SAT Land Deed Official (PPAT) is basically the granting of Mortgage Rights, the object of which is often used as collateral for the implementation of registration of mortgage rights, namely land that has been certified. As for the land certificate for which the mortgage rights registration will be carried out, a clean check will be carried out first at the Asahan Regency National Land Agency (BPN), then after checking, the tax payment will be made based on the Deposit Order (SPS), after that it can be done registration of mortgage rights at the Asahan Regency National Land Agency Office.

The object of the Mortgage Right is then divided so that the Mortgage Rights encumbers several rights to the land, the Debtor can repay the debt secured by the Mortgage Rights in installments of the same amount as the value of each right to the land, which will be freed from the Mortgage Rights, so that then the Mortgage Rights The mortgage only burdens the remainder of the Mortgage Object to guarantee the remaining outstanding debt. The value of each right to the land will be determined based on an agreement between the First Party and the Second Party.

The First Party will insure the Object of the Mortgage Rights against the dangers of fire and other disasters deemed necessary by the Second Party with conditions for an amount of coverage deemed sufficient by the Second Party at the insurance company appointed by the Second Party, with the provisions of the insurance policy letter stated concerned will be kept by the Second Party and the First Party will pay the premium on time and as appropriate. In the event of loss due to fire or other disaster on the Mortgage Object, the Second Party is hereby given and states that it has received the authority, and for that reason, the power, to receive all or part of the insurance compensation money in question as repayment of the Debtor's debt.

The Second Party with this deed is given and states that it accepts the authority, and is therefore empowered, to, at the expense of the First Party, take the necessary actions to safeguard, maintain and save the Mortgage Object, if this is necessary for the implementation of the execution or to prevent its being written off. or cancellation of the right to the object of the mortgage right due to non-compliance with or violation of the provisions of the law and, if necessary, to arrange for an extension of the term and renewal of rights to the land which is the object of the mortgage right.

If the Second Party uses its power to sell the Mortgage Object, the First Party will give those interested an opportunity to see the Mortgage Object in question at a time determined by the Second Party and immediately vacate or be ordered to vacate and hand over the Mortgage Object to the Second Party or other party. appointed by the Second Party so that it can then be used in the broadest sense of the word.

The parties in the matters regarding Mortgage Rights mentioned above with all the consequences chose to domicile at the Kisaran District Court Office in Kisaran. The costs of

making this deed, witness fees and all costs regarding the imposition of the Mortgage Rights mentioned above are paid by the Debtor.

METHOD

Accounts Payable (credit) comes from the Roman word "credere" which means trust or creed which means I believe. M. Jakile stated that credit is a measure of a person's ability to obtain something of economic value in exchange for his promise to repay his debt on a certain date. Furthermore, the definition of credit gives birth to 4 important elements, namely:

- a. Unlike grants, credit transactions require the debtor and credit giver to exchange something of economic value.
- b. Unlike cash purchases, credit transactions require the debtor to repay his obligations at a later date.
- c. Unlike grants or cash purchases, credit transactions will occur until the credit provider is willing to take the risk that the loan may not be repaid.
- d. When he is willing to bear the risk, if the credit provider places confidence in the loan. Risk can be reduced by asking the borrower to guarantee the desired loan, although all credit risks cannot be prevented.

Credit is the provision of money or bills that can be equated with it, based on an agreement or loan agreement between the bank and another party which requires the borrower to pay off the debt after a certain period of time with interest. From the contents of the article above, the researcher underlines the main things that must be fulfilled in a credit agreement, namely approval or agreement, obligations of the borrower, a certain time period, and interest payments.

A debt acknowledgment is a securities (blanket lien) issued to legally bind all of the Debtor's collateral for the benefit of the Creditor. Securities are debt securities, notes, shares, bonds, credit securities, or any derivatives thereof, or other interests, or an obligation of the issuer, in a form commonly traded in the capital market and money market. Juridically, there are two types of Debt

Basically, a credit agreement in granting Bank credit is an important debt instrument, which in terms of the interests of the Creditor should be able to be executed against payment obligations in order to repay the debt that the Debtor must pay to the Creditor. Either with or without a court decision as an order to carry out the Debtor's debt repayment obligations.

RESULT ANALYSED

Responsibilities of Heirs for the Debts of Heirs Who Have Died According to Civil Law Applicable in Indonesia

The death of a debtor who still has bad credit will have an impact on the credit settlement itself. Talking about the death of a person will be directly related to inheritance law, because every human being will experience a natural event, namely death, which is why inheritance

law is very closely related to the scope of human life. When someone dies, there will be legal consequences relating to their assets, how the continuation of their rights and obligations will be transferred to the heirs or parties who are still related to the testator by blood.

In heritage law itself regulates the transfer of wealth as well as the process and arrangements for how to transfer the heir's wealth to each heir. Therefore, if someone dies, automatically some or all of the rights and obligations of the heir will be transferred to his heirs. Speaking specifically in civil law, this means that the heir automatically, by law, acquires ownership rights to all goods, all rights and all receivables of the deceased person. This explains that all inheritance left by the heir automatically becomes the right of the heirs. All people who have the right to an inheritance, and wish to investigate the condition of the inheritance, so that they can consider whether the property will be beneficial for them to receive the inheritance in full, or with the privilege of registering the inheritance, or also to reject it.

Each prospective heir is given time and has the right to think and consider in advance what he will decide so that the prospective heir can determine whether to reject or accept the inheritance left by the testator. If the prospective heir refuses the inheritance, it means that the prospective heir is reluctant to take responsibility for the inheritance because not everyone is happy with the heir status they have received. If the heir rejects the inheritance and is not willing to become an heir, the rejection must be carried out firmly and must occur by giving a statement to the clerk of the District Court in whose jurisdiction the inheritance is open.

The impact of rejecting inheritance is that the person is never considered to be an heir in their family and this will also have the impact that the surviving descendants of the rejector will not be able to replace their position as heir. A person who has rejected an inheritance cannot be represented by replacing the heir if he is the only heir in his rank, or if all the heirs reject the inheritance, then their children become heirs because of themselves and inherit their share. the same one.

Heirs need to check first what inheritance the heir left behind because inheritance is not only in the form of assets but also obligations that the heir must carry out when he receives the inheritance. The obligation referred to in this case is one of the debts or credits owned by the heir. The time period given to the heirs is four months starting from the day the statement is given to order the details of the assets to be considered.

The district court has the authority to extend the period mentioned above, based on urgent circumstances, if the heir is sued before a judge. So that in the implementation of resolving bad debts left by the heir, all debts that have not been resolved during the heir's lifetime will fall into the hands of the heir who legally receives the inheritance and he must also settle and be responsible for all these obligations. To be able to act as an heir, a person must already exist when the inheritance is opened, taking into account the provisions of Article 2 of the Civil Code.

There is not only one inheritance law that applies in Indonesia. There are several inheritance laws that are recognized and adhered to by people in Indonesia, including

Islamic inheritance law, customary inheritance law, and civil inheritance law. Civil inheritance law is a collection of regulations that regulate the law regarding the transfer of assets left behind by the deceased and the consequences of this transfer for the people who acquire them, both in the relationship between them and them, as well as in the relationship between them and third parties. The person who dies is called the Heir. An heir is a person who dies leaving behind wealth.

According to J.Satrio,S.H, there are 2 (two) types of principles of inheritance law. The first is the Principles of Inheritance Law Regarding the Heirs and the second is the Principles of Inheritance Law Regarding the Heirs.

1. Principles of Inheritance Law Regarding the Heir

The principles of inheritance law regarding the heir are contained in Article 830 of the Civil Code. This article contains a basic principle of inheritance law, namely that we only talk about inheritance if someone dies. In connection with the principle mentioned above, new goods that will exist in the future can be the subject of an agreement. However, it is not permissible to let go of an inheritance that has not yet been opened, or to ask for an agreement on something regarding that inheritance, even with the agreement of the person who will later leave the inheritance which is the subject of the agreement. The provisions in this article are a logical consequence of Article 830 of the Civil Code, where we cannot talk about inheritance if the heir is still alive. Then apart from that, even if this principle is applied in a marriage agreement, no one can give up their rights to the inheritance of someone who is still alive, nor can they sell the rights they will obtain in the future to such an inheritance.

Articles 467 to Article 470 of the Civil Code. This article regulates people who leave a place for a certain period of time, and are no longer heard from from that person so that people no longer know whether they are still alive or dead, then those interested can submit an application to the District Court to order the person who left their place of residence. declared presumed dead.

Rights and obligations of alleged heirs and other interested persons. Here there is an inheritance from a person who is thought to have died" to those who are "suspected to be heirs, even though at first it is not a perfect inheritance because it is only temporary, only after a certain period of time will it become permanent. The existence of this provision is for the sake of legal certainty and the interests of both the person suspected of having died and those who are thought to be their heirs.

2. Principles of Inheritance Law Regarding Heirs

The next principle which is an important principle in inheritance is that the person acting as heir must already exist or be born at the time the inheritance is opened. This principle can be seen in the provisions in Articles 836 and 899 of the Civil Code. This principle must then be interpreted to mean that the person who will inherit, apart from existing (having been born), must also still exist (still be alive) at the time of the testator's death. The exception is that a child in a woman's womb is considered to have been born, if the interests of the child so require. An unborn child can inherit from the testator that the child is deemed to have born.

3. Other Principles of Inheritance Law

According to Subekti in his book Principles of Civil Law, there are other principles of inheritance law apart from the principles of inheritance law regarding the heir and regarding the heirs as stated by J.Satrio. This principle stipulates that ownership rights to an object cannot be obtained in any other way, but by ownership, because of attachment; because of expiration, because of inheritance, either according to law or according to a will, and because appointment or delivery based on a civil event to transfer property rights, is carried out by a person who has the right to act freely with the property.

Inheritance is the rights and obligations in the field of property law that can only be inherited. These rights are in the form of assets and rights in other areas of material law, and obligations are obligations of the deceased that have not been fulfilled, such as unpaid debts. However, there are exceptions to these things, namely rights and obligations in family law. Rights that fall within the scope of family law that can be inherited are the right of a father to deny the legitimacy of his child and on the other hand the right of a child to demand that he be declared the legitimate child of his father or mother, according to the law passes to the heirs of each -Each person has those rights.

Responsibility of the Heirs for the Debts of the Heirs as Debtors Who Have Died

The granting of a new credit is given after there is a written agreement, the credit agreement is the principal of the granting of credit carried out by the bank as a creditor and the customer as a debtor, however, until now there are no uniform guidelines for bank credit agreements between one bank and another so that sometimes there are clauses that should be important to include in a bank credit agreement but are not included in the agreement. There are times when in credit agreements, the bank is stronger than its customers, in credit agreements in practice the credit agreements are made in standard form or standard agreements.

In this case, the giver (credit) can only collect the guarantee after he has first been unsuccessful in trying to calculate it with the goods he owes, for example by executing the goods, if in this way there is still a remaining debt that has not been paid then can only be implemented by the guarantor. The designation of goods only applies to goods which are still free, meaning that this cannot be done with goods which are already encumbered with other rights, or which are still in question.

The basis of the second right above (the right to share the debt) is that in this case there are several guarantors, if they wish to receive the debt, it is divided between them, so that each is charged for a portion. In this case, if a guarantor is incapable or poor, then the guarantor being sued must pay his friend's share. On the other hand, if the distribution of payments is made by the creditor of his own accord, even though the guarantor is incapacitated, he is still bound by the distribution. In the transfer of debts, the law gives rights to the guarantor or guarantor, these rights are: The right to sue first (voorerrecht van uining). Debt sharing rights. Rights to claim debts and receivables.

In practice, the grantor (credit) usually asks for these two rights to be released, and is also included in the guarantee agreement. If the guarantor has fulfilled his obligations, then he has the right to collect the money back from the debtor for the amount of money that has

been paid to the creditor. In addition, the guarantor has the right to be reimbursed for all costs if they occur as a result of paying the debtor's debt. According to the law, if the guarantor has paid the debt, he will replace all the rights of the creditor. The taking of these rights from the creditor by a guarantor who has paid the debt.

Because this is the nature of the agreement which gives the parties the freedom to make it, as long as it does not conflict with what is regulated in Article 1320 of the Civil Code. One of the agreements in question is the right to collect debts. However, nowadays it is not impossible that someone dies without leaving behind a large amount of debt, either to the individual or to an official body, such as a bank or government agency.

CONCLUSION

The author presents and discusses it both based on theory and legal materials that the author obtained while conducting research, so the author draws the following conclusions:

1. The debtor who dies in the deed of granting mortgage rights determines that the heirs not only inherit the assets of the deceased heir, but also inherit all their debts to third parties. This transfer occurs by law, unless according to law, the inheritance can be rejected by the heirs concerned. The heir as an individual during his lifetime enjoyed credit from the bank which was guaranteed by a mortgage right and at the time of his death the credit had not been paid off. So in accordance with the legal certainty regulated in Article 16 of Law Number 4 of 1996 concerning Mortgage Rights which only regulates the transfer of Mortgage Rights at the time of a transfer of receivables, and does not determine the transfer of debts, the original debt still exists, only the debtor which changed. The original debtor is replaced as the new debtor by his heirs. All terms and conditions stipulated in the credit agreement, including those concerning the imposition of mortgage rights, become the responsibility and are binding on the heirs of the original debtor who has died.
2. The efforts taken by PPAT to be accountable for its work are to follow up on the process of registering electronic mortgage rights which was blocked because the debtor died, so PPAT can first sign a Power of Attorney to Charge Mortgage Rights (SKMHT) with the aim of ensuring that the collateral is guaranteed by the debtor who has died. Electronic mortgage rights can be tied by PPAT uploading the Deed of Granting Mortgage Rights (APHT) which contains the provisions contained in the Power of Attorney to Impose Mortgage Rights (SKMHT) into the electronic mortgage application, without asking for another signature from the debtor. and his heirs.
3. The heir is responsible for the debtor's debt with the aim of providing legal protection to the creditor in providing credit to the debtor who then after signing the credit, the debtor has died, then this becomes the obligation of the heir to pay the heir's debt which is not legally binding because it is his responsibility. The heir's responsibility to pay the heir's debt can only be done after the heir receives the inheritance, either receiving it in full, expressly and clearly, or secretly or beneficially. If the heir receives it in full, then the heir is responsible for paying the heir's debt even though the value of the debt exceeds the amount of inherited assets received. Apart from that, to be able to apply as a contract law, you must pay attention to the law itself Articles 1023 and 1043 of the Civil Code, the heir is not

permitted to limit the heir's right to think and everything must be done after the inheritance is open.

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