Potential Mislejk on Authority to Creditors Previously with the Debtor to Apply for the Elimination or Deletion of Mortgage Associated with the Mortgage Law and the Ministerial Regulation on Electronic Mortgage Rights (HT-EL)

Erni Rohaini[1], A. Harits Nu'man[2], Dini Dewi Heniarti[3], Neni Ruhaeni[4]
[1]Master of Law Students, Postgraduate Program, Universitas Islam Bandung, Indonesia
[2,3,4]Universitas Islam Bandung, Indonesia
Email: notarisrohaini@gmail.com

Abstract

The purpose of this study was to analyze the potential of Mislejk on the authority to creditors to abolish mortgage rights. The research method in writing this article is normative juridical. Secondary legal sources are used as the main sources in this study which are then processed to identify the main issues in positioning legal rules or norms as the basis for the author's assessment, taking into account some primary and tertiary legal materials. Based on the analysis, it can be concluded that the provisions of Article 22 paragraph (6) of the Mortgage Law as previously described do not have legal certainty. Thus, legal remedies that can be taken by the Customer in resolving Creditors who are reluctant to write off are as follows: Internal Settlement through the Banking Law mechanism, Settlement through Alternative Dispute Resolution, and Settlement through Courts.

Keywords: *Debtor, HT-el, Creditor.*

———————————— ◆ ————————————

A. INTRODUCTION

Over time, some of the funds used for conducting business activities were obtained through credit agreements with banking institutions (Imanda, 2020; Amalia et al., 2020). In practice, the legal relationship requires the existence of an object that becomes a guarantee in paying off debt. The guarantee is defined as a form of good faith and legal protection to the creditor for the debtor's debt obligations which are further legally qualified to an additional agreement (accessoir), which is basically based on the main agreement, namely the debt agreement (Guntoro et al., 2020; Wiguna, 2020). In practice, the object of the guarantee agreement for repayment of debt is in the form of land because the value of the land will never decrease and legally, the transfer of the object is always recorded (Zainuddin & Ramadhani, 2021).

The right to guarantee debt repayment with immovable objects or dependents refers to Article 1 point 1 of Law No. 4 of 1996 concerning Mortgage Rights (hereinafter referred to as Mortgage Law) explains that: "Guarantee rights imposed on land rights as referred to in Law Number 5 of 1960 concerning Basic Agrarian

Principles (hereinafter referred to as Basic Agrarian Law), including or not including other objects which are an integral part of the land, for settlement certain debts, which give priority to certain creditors over other creditors".

Based on the provisions contained in the article, it can be concluded that the land and the objects that are integrated with the land according to law are objects of collateral rather than repayment of debts (Supriadi et al., 2020).

In the event that the debtor has paid off the debt, then it will be written off or roya as regulated in Article 18 paragraph (1) Mortgage Law, it is regulated:

"(1) Mortgage rights are removed for the following reasons:

a. Elimination of debt guaranteed by Mortgage;
b. Release of Mortgage by the holder of Mortgage;
c. Clearing Mortgage based on ranking by the Head of the District Court;
d. The abolition of land rights burdened with Mortgage Rights."

Article 22 paragraph (1) and paragraph (4) regarding roya explains that:

"(1) After the Mortgage is deleted as referred to in Article 18, the Land Office shall cross out the Mortgage record in the land book of land rights and certificates.

(4) The request for write-off as referred to in paragraph (1) shall be submitted by an interested party by attaching a certificate of Mortgage which has been noted by the creditor that the Mortgage is canceled because the debt guaranteed for settlement with the Mortgage has been paid off, or a written statement from the creditor that The Mortgage has been removed because the debt guaranteed for settlement with the Mortgage has been paid off or because the creditor has released the Mortgage in question….".

In view of the article above, there is information that the application for roya to the Office of the National Land Agency Level II (BPN Regency) is carried out by the debtor. In practice, when the debtor submits an application for the write-off or write-off of the mortgage, the debtor also attaches a payment receipt and a roya letter from the creditor as evidence that the debtor has carried out his obligations, namely paying off the debt (Taufan & Salim, 2021).

In its development, the Government issued the latest regulation related to Mortgage Electronically referring to the Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 5 of 2020 concerning Electronic Mortgage Services (hereinafter referred to as Permen 5/2020), the mechanism for issuing mortgage certificates was simplified (Wardhana et al., 2020). The Regulation of the Minister of Agrarian and Land Affairs was made as an effort of the Ministry of Agrarian Affairs and Land/National Land Agency to make efficiency in carrying out Mortgage Rights activities, with the hope of increasing legal accessibility for the community.

Article 6 Permen HT-el principally regulates: Registration, Transfer, Change of creditor name; and the Elimination of Mortgage which is then based on Article 7 of Ministerial Regulation 5/2020 it is explained that those who can become legal subjects in the HT-el system service are as follows:

"(1) HT-el System Users, including:
a. Creditors; and
b. Land Titles Registrar or other parties determined by the Ministry.
(2) Creditors as referred to in paragraph (1) letter are individuals/legal entities as stipulated in the laws and regulations."

Based on the above provisions, basically only banks or banking institutions can be categorized as registered users or users so that they can access HT-el system services. If it is related to Article 6 paragraph (1) of the Ministerial Regulation of HT-el above, only creditors are entitled to register mortgage rights electronically. There are differences between the parties who can register mortgage rights as regulated in Mortgage Law and Permen HT-el, where in Mortgage Law as previously explained that mortgage registration can be done by creditors or through Land Titles Registrar intermediaries (Lukman, 2021; Adhi & Busro, 2020).

In the event that the debtor has paid off debt, Article 19 paragraph (1) of Ministerial Regulation HT 5/2020, stipulates: "In the event that the receivables have been paid off, the Creditor immediately registers the abolition of the Mortgage Rights." This provision is contrary to Article 22 paragraph (4) Mortgage Law. Therefore, the author considers that the transfer of authority to apply for the abolition or deletion of mortgage rights from those previously carried out by the debtor to the creditor can potentially be a problem and harm the interests of the debtor.

In the event that a problem arises between the Debtor and the Creditor, especially regarding the termination of the Mortgage Rights above, basically the parties can choose to resolve it in the Court or through an alternative institution that specifically resolves banking problems (Nasution et al., 2021; Prayuti et al., 2020). In the implementation of dispute resolution which requires the agreement of the parties, namely through alternative institutions, currently there are dualism or two institutions engaged in similar fields, namely LAPSPI and the Consumer Dispute Settlement Agency (Consumer Dispute Settlement Agency).

Consumer Dispute Settlement Agency as regulated in Article 1 paragraph (11) of Law no. 8 of 1999 concerning consumer protection (hereinafter referred to as UUPK), Consumer Dispute Settlement Agency is: "Consumer Dispute Settlement Agency is a body tasked with handling and resolving disputes between business actors and consumers."

Based on this understanding, the relationship that is regulated and can be resolved through Consumer Dispute Settlement Agency is a legal relationship between business actors and consumers. Furthermore, Article 52 UUPK Jo. Article 4 Minister of Home Affairs Regulation No. 6 of 2017 concerning Consumer Dispute Settlement Agency (hereinafter referred to as Permen Consumer Dispute Settlement Agency) stipulates that Consumer Dispute Settlement Agency has one of the duties and authorities to resolve and handle Consumer Disputes, through channels such as: mediation, conciliation, or arbitration. In practice, disputes that are often requested for resolution through Consumer Dispute Settlement Agency are disputes over

goods and disputes over services. Related to service disputes, including banking problems, especially credit problems.

While the formation of LAPSPI based on POJK No. 1 of 2014 concerning LAPS in the Financial Services Sector (hereinafter referred to as POJK LAPS), it is stated that one of the authorities possessed by LAPSPI is to settle or handle disputes outside the court in the field of general and sharia banking fairly and quickly through mediation, adjudication, arbitration and/or other dispute resolution efforts (Dewi & Ardani, 2020).

Basically, LAPSPI was formed to meet the needs of the community to realize the principle of dispute resolution in a cheap, fast and low cost way. A the similarity of authority between LAPSPI and Consumer Dispute Settlement Agency above can cause confusion to the parties who intend to resolve disputes through LAPS regarding which institution is more authorized to resolve banking disputes, especially regarding the issue of the implementation of mortgage rights (Riswiyanto, 2020; Nurwulan et al.,2021).

Further legal analysis of what steps or legal remedies can be decided by the debtor with the condition that the creditor is negligent in carrying out his authority to apply for abolition or roya associated with Mortgage Law and Permen HT-El?, and, Legal analysis related to granting authority to creditors who were previously in debtor to apply for the abolition or write-off of mortgages related to Mortgage Law and Permen HT-el?

The purpose or objective of this research is to analyze the debtor's legal efforts or steps in the condition that the creditor fails to apply for abolition or roya associated with Mortgage Law and the HT-El Ministerial Regulation, and granting authority to creditors who were previously with the debtor to apply for the abolition or termination of mortgage rights associated with Mortgage Law and Candy HT-el.

B. METHOD

The research method in writing this article is normative juridical, namely making library or secondary materials, in the form of legislation or literature related to this topic. Secondary legal sources are used as the main sources in this study which are then processed to identify the main issues in positioning legal rules or norms as the basis for the author's assessment, taking into account some primary, secondary, and tertiary legal materials. Thus, these data were further analyzed using qualitative normative analysis.

C. RESULT AND DISCUSSION

1. Efforts or Legal Steps of the debtor in the event that the creditor is Negligent in Carrying Out His Authority to Apply for the Abolition or Deletion of the Mortgage in Connection with the Mortgage Law and the HT-El Ministerial Regulation

The guarantee agreement for the settlement of debt through the imposition of Mortgage, based on the nature of the agreement is accesoir or attached to the

banking credit agreement which is the basis of the Imposition of Mortgage, should have regulated the respective interests of the rights and obligations of the parties, namely the Debtor and Creditor (Arkisman & Lafitri, 2020). The law has provided general arrangements, namely as in Article 1243 of the Civil Code which basically regulates general guarantees, which reads: "Compensation of costs, losses and interest due to non-fulfillment of an engagement is required if the debtor, even though it has been declared Default, still fails to fulfill the engagement, or if something that has to be given or done can only be given or done in a time that has exceeded the specified time".

In other words, the injured party has been given legal protection fairly and based on good faith for the rights they have. Obligations in the implementation of good faith in the Consumer Protection Law, apart from being borne by consumers through Article 5 paragraph (2) of the a quo Law, are also borne by business actors through Article 7 paragraph (1) of the a quo Law. Good faith is regulated as an idea for the realization of a solid and complete agreement as fulfilled with an element of honesty so as not to cause harm to the parties. In other words, legal good faith can be interpreted terminologically as follows: "A state of mind consisting in (1) honesty in belief or purpose, (2) faithfulness to one's duty or obligation, (3) observance of reasonable commercial standards of fair dealing in a given trade or business, or (4) absence of intent to defraud or to seek unconscionable advantage."

The National Civil Law Symposium held by BPHN provides the following explanation: 1) There is no element of lying in the making of the contract; 2) In order to ensure maximum legal protection, it is recommended to be made by the Official (although it is not mandatory); and 3) The implementation of the contract also needs to pay attention to the values of propriety in society.

Good faith according to William Tetly, Q. C. are as follows: "Define good faith in contract as just and honest conduct, which should be expected of both parties in their dealings, one with another and even with third parties, who may be implicated or subsequently involved". Thus, the statements become relevant to the function of good faith as ideal conditions that are regulated to anticipate legal limitations in reaching future conditions (Tanya et al., 2010).

The condition of the creditor being negligent in carrying out his authority to apply for the write-off or write-off of mortgages can theoretically be viewed from a legal perspective, because so far the Mortgage Law requires the settlement of disputes for creditors who are reluctant to carry out their obligations in writing that the receivables have been paid off against the agreement which is the basis for issuance. Mortgage Rights, so that the action is contrary to Article 22 paragraph (6) of the Mortgage Law, which is fully regulated: "If the creditor is not willing to provide the statement as referred to in paragraph (4), the interested party may submit a request for the write-off order to the Chairman of the District Court whose jurisdiction covers the place where the Mortgage concerned is registered".

The regulation of Article 22 paragraph (6) of the Mortgage Law is considered irrelevant to contemporary conditions, because in the next period several regulations related to the Debtor's efforts or legal steps in resolving disputes in casu will be issued. The harmonization of the regulation of Article 22 paragraph (6) of the Mortgage Law on the development of Alternative Dispute Resolution Institutions, both by Consumer Dispute Settlement Agency based on the Consumer Protection Law and LAPSI based on the Financial Fervices Authority Law, needs to be reviewed.

Mortgage Law requires dispute resolution if Creditors fail to write off Mortgage Rights through the Court, but later the Consumer Protection Law issued on April 20, 1999 and the Financial Fervices Authority Law issued on November 22, 2011 have legally provided options for customers to be able to resolve disputes at Alternative Dispute Resolution Institutions. This is in accordance with the opinion of Eman Suparman who emphasized that in carrying out efforts to resolve disputes in the business realm, it is also necessary to consider matters that adhere to the principles of efficiency and results rather than the dispute resolution being final.

In addition to the Consumer Protection Law and the Financial Fervices Authority Law, the Banking Law also through its implementing regulations has provided protection of customer interests in resolving bank disputes with customers. It is also necessary to pay attention to regulations, such as: PBI No.10/1/PBI/2008 concerning Banking Mediation, Circular BI No. 10/13/DPNP dated March 6, 2008 concerning Settlement of Consumer Complaints. Therefore, the Banking Law requires the parties to go through the dispute resolution phase, as follows: 1) First, taking into account Bank Indonesia Regulation No. 10/10/PBI/2008, internal dispute resolution is carried out; and 2) Second, if point 1 is not optimal, then mediation is carried out facilitated by Bank Indonesia

The existence of a choice of legal action by the Debtor in settling the actions of the Creditor who is reluctant to write off, should legally be allowed to negate the provisions of Article 22 paragraph (6) of the Mortgage Law, because based on the principle of Lex Posteriori Derogat Legi Priori, the provisions of Article a quo are not as certain as stated in the law by Radbruch's opinion which states that certainty as one of the objectives of the law really functions if it is obeyed by every element where this legal certainty is the operation of the law.

Furthermore, Article 22 of the Ministerial Regulation HT-El also stipulates that if a Creditor fails to perform its obligations in carrying out the write-off, the BPN Office may impose sanctions or administrative warnings, in the form of cancellation of certificates referring to the legislation (Tetley, 2004). The quo cancellation regulation refers to the legal norms of state administration through the cancellation mechanism of the State Administrative Court as the object of dispute in the Administrative Court.

The above is not correct, because the basis for the legal relationship between Creditors and Debtors is an agreement or civil, even though the output is an Electronic Mortgage Certificate as a product by a State Administration Official, in

this case the BPN Office, but it becomes an error in objecto based on the beginning of the emergence of legal relations. And when referring to the provisions of Article 22 paragraph (6) of the Mortgage Law as previously explained, it does not have legal certainty. Thus, the efforts or legal steps taken by the Debtor or Customer against Creditors who are reluctant to write off are as follows: 1) Internal Settlement through the mechanism of the Banking Law; 2) Settlement through Alternative Dispute Resolution, including Consumer Dispute Settlement Agency based on the Consumer Protection Law and LAPSPI based on the Financial Fervices Authority Law; and 3) Settlement through the Courts, including General Courts based on Mortgage Law and State Administrative Courts based on Permen HT-El.

2. Legal Analysis of the Granting of Authority to Creditors who were Previously in the Debtor to Apply for the Abolition or Write-off of Mortgages Related to the Mortgage Law and Permen HT-el

Since the enactment of the LoGA, the regulation on the encumbrance of land as an object of guarantee for repayment of debts or mortgages has been replaced with a mechanism as regulated by Article 51 of the LoGA concerning the legal system of national mortgages. Mortgage rights as written law stipulates the imposition of land rights objects, including: property rights, business use rights, and building use rights. However, the implementation of Article 51 of the LoGA takes about 36 years, so to fill the legal vacuum, considering Article 57 of the LoGA, the arrangements are related to credit verbs and mortgages. As for this matter, it is also based on Article II of the Transitional Constitution of the 1945 Constitution, so that the arrangements related to letters of evidence for the imposition of mortgage provisions and creditverbamd still adhere to the European legal system.

As for the reason for the immediate regulation of Mortgage-level regulations at the level of the Law, it was also initiated by the issuance of PP on Land Registration in 1961 as the basis for not stipulating mortgage and creditverband regulations as the basis for encumbering Mortgage Rights. Therefore, with the issuance of the Mortgage Law, it became a milestone for the Land Regulating Institution as an object of guarantee for national debt repayment and unification.

The implementation of the Mortgage Execution as a legal protection through the fiat execution mechanism of execution through the existence of a Mortgage Certificate which contains irah - irah, which reads: "For the sake of Justice Based on the One Godhead." legally has the same level of force as Jo's court ruling. Article 14 paragraph (3) Mortgage Law. This provision applies if the Debtor is negligent in carrying out his obligations, so that legally Creditors are given legal protection by being positioned as Separatist Creditors according to the Droit de Preference principle.

Roya as a mechanism for ending legal actions in the imposition of Mortgage becomes very crucial when the Debtor has completed its obligations in fulfilling the main agreement which also mutatis mutandis terminates the agreement for the imposition of Mortgage. However, this also causes many problems because third

parties occupy or own land as collateral objects if in fact there is a transfer of rights even though the land is still a collateral. Thus, problems arise when the abolition of Mortgage Rights has not been carried out as it should be recorded in the land book as administrative evidence, and this will clearly harm third parties who buy the land in good faith because this should be the obligation of the previous mortgage holder in carrying out roya.

Termination or Roya as regulated in Article 18 paragraph (1) Mortgage Law basically requires the following: 1) Mortgage rights are canceled because the debt has been paid off; 2) Mortgage holders release; 3) There is a court order ordering to clean up the mortgage rating; 4) Land rights that have become collateral have been abolished due to the law; and 5) Elimination of land rights that are encumbered with Mortgage Rights.

From the five points above, legally it creates an obligation for Creditors to write off or Roya. Mortgage which philosophically becomes a legal protection for Creditors on guarantees that their rights can be fulfilled becomes invalid when the Debtor has paid off, unless the Creditor releases the Mortgage as agreed by both parties. Therefore, the application of the principle of good faith also needs to be the center of attention for creditors, especially if the debt as the main agreement has ended which has been agreed in the Deed of Assignment of Mortgage Rights (APHT).

Elucidation of Article 22 paragraph (1) of the Mortgage Law explains that Roya is carried out in the context of orderly administration and provides legal certainty on the administrative status of the land, so that the owner of the land can then take legal actions, such as buying and selling, leasing, etc. The distribution of Roya is legally divided into: Overall Roya or it cannot be divided, and Partial Roya or it can be divided based on the proportion of debtor's debt repayment.

In practice, the Government issued PMNA/KBPN No. 3 of 1997 concerning the implementation of PP on Land Registration (hereinafter referred to as PMNA/KBPN No. 3/1997) which in Article 124 paragraph (2) of the a quo Regulation states: "Registratin of the cancellation of the Mortgage on some objects of the Mortgage can also be carried out even though it does not meet the provisions of paragraph (1) based on the release of the Mortgage on some of the objects of the Mortgage by the holder of the Mortgage which is set forth in an authentic deed or an underhand statement by clearly stating the parts of the mortgage from the object of the Mortgage that is released from the Mortgage".

Based on the article, if the APHT does not contain a Roya Clause, it will cause problems because the debtor's interest in obtaining legal protection for the legal certainty of the land which is the object of mortgage rights will be rejected by the BPN Office. Therefore, it is necessary to pay great attention to this matter because the BPN Office in carrying out its actions based on the Act or Agreement (Weteljike van Bestuur), even though the Bank or Creditor has issued a debt settlement certificate and/or introduction for the Debtor to perform Roya.

The party who can apply for Roya based on the Mortgage Law is the Debtor considering that Article 22 paragraphs (4), (5), (6) and (7) Mortgage Law are stated as follows:

"(4) The request for write-off as referred to in paragraph (1) shall be submitted by an interested party by attaching a certificate of Mortgage which has been given a note by the creditor that the Mortgage is canceled because the debt guaranteed for settlement with the Mortgage has been paid off, or a written statement from the creditor that the Mortgage has been written off because the debt guaranteed for settlement with the Mortgage has been paid off or because the creditor has released the Mortgage concerned.

(5) If the creditor is not willing to provide the statement as referred to in paragraph (4), the interested party may submit a request for the write-off order to the Head of the District Court whose jurisdiction covers the place where the Mortgage concerned is registered.

(6) If the request for a strike order arises from a dispute that is being examined by another District Court, the application must be submitted to the Head of the District Court examining the case in question.

(7) Application for deletion of Mortgage records based on the order of the District Court as referred to in paragraph (5) and paragraph (6) shall be submitted to the Head of the Land Office by attaching a copy of the decision or decision of the District Court concerned."

Thus, Roya is a right for the Debtor to be able to declare that the land object as collateral for debt repayment has been completed as also regulated in Article 18 of the Mortgage Law. In its development, Electronic Mortgage Regulations as regulated in Article 7 paragraph (1) of Ministerial Regulation 5/2020, have stipulated that in principle those who can become users of Mortgage services electronically are individuals or legal entities as creditors, BPN Office officials who serve the encumbrance of Mortgage Rights. Electronic. This raises a polemic, because basically the Debtor cannot be a party to the imposition of the Electronic Mortgage Rights. The requirements to become a user of the service are: having an electronic domicile statement, being registered with the Financial Fervices Authority as evidenced by a certificate, fulfilling all the requirements in the form of a statement as a registered user, and other requirements which will be further regulated by the BPN Office. to verify the data.

If the user is verified and has the right to use the Mortgage service electronically, usually apart from Land Titles Registrar, creditors registered as banking institutions, as well as individuals can carry out activities as stipulated in Article 6 of Ministerial Regulation 5/2020, one of which is Roya. Thus, the very basic difference between the Mortgage Law and Permen ATR 5/2020 is the shift in parties who can apply for roya in HT-El, namely Creditors as HT-El Users who were previously Debtors.

This paradigm change may result in the invalidation of the provisions of Article 22 paragraph (4) of the Mortgage Law which is legally prohibited based on

the principle of Lex Suproriori Derogat Legi Inferiori and levels or hierarchies in the legislation in view of Article 7 paragraph (1) of Law Number 12 of 2011 regarding the Legislation - Invitation, then the absence of the Debtor as a User of HT-El Service is legally contradictory.

Potential problems that arise with the invalidity of Article 22 paragraph (4) of the Mortgage Law are Creditors or Mortgage Holders who are negligent in carrying out write-offs or roya, thereby potentially harming the debtor or other interested parties. And if this continues and is not followed up, it is feared that an unlawful lawsuit will arise for the actions of creditors who neglect to write off and a lawsuit for the cancellation of the mortgage certificate at the State Administrative Court related to the substance of the in casu object which has legally ended.

The position of the Creditor's authority as the party submitting the roya, apart from not being regulated in the Mortgage Law, also has the potential to create a very massive dispute between the Debtor and the Creditor, in the case of Banking that ends in a Banking Dispute. It should be reviewed, while still including the Debtor as the User of the HT-El Service, in order to realize legal certainty in implementing Roya in the HT-El service.

D. CONCLUSION

The provisions of Article 22 paragraph (6) of the Mortgage Law as previously explained, do not have legal certainty. Thus, legal remedies that can be taken by the Customer in resolving Creditors who are reluctant to write off are as follows: Internal Settlement through the Banking Law mechanism, Settlement through Alternative Dispute Resolution, and Settlement through Courts. Then, the position of the Creditor's authority as the party submitting the roya, apart from not being regulated in the Mortgage Law, also has the potential to give birth to a very massive dispute between the Debtor and the Creditor, in the case of a Banking which ends in a Banking Dispute. It should be reviewed, while still including the Debtor as the User of the HT-El Service, in order to realize legal certainty in implementing Roya in the HT-El service.

REFERENCES

1. Adhi, Y. P., & Busro, A. (2021). Registration of Guarantee Rights After the Issuance of the Minister of Agrarian Regulation and the Layout/Head of the National Land Agency Number 5 of 2020 Regarding Integrated Security Rights Services Electronically. *Journal of Private and Commercial Law*, *5*(1).
2. Amalia, D. S. (2021). Analysis of Conventional Mortgage Regulations and Electronically Integrated Mortgage Rights (eMortgage) for Land Deed Officers (Land Titles Registrar), Mortgagees, and Land Offices in Klaten Regency.
3. Amalia, N. V., Qurbani, A. S., & Kumara, S. (2020). Analisis Ketentuan Hak Tanggungan Elektronik pada Peraturan Menteri Agraria dan Tata Ruang Nomor 9 Tahun 2019 tentang Pelayanan Hak Tanggungan. *Jurnal Ilmiah Pendidikan Pancasila dan Kewarganegaraan*, *5*(2), 332-339.

4. Arkisman, A., & Lafitri, N. A. (2020). Kepastian Hukum Sertipikat Hak Tanggungan Elektronik dalam Hukum Pembuktian di Peradilan Menurut Hukum Acara Perdata. *Jurnal Pro Hukum: Jurnal Penelitian Bidang Hukum Universitas Gresik*, *9*(2).
5. Dewi, I. G. S., & Ardani, M. N. (2020). Kebijakan Penjaminan Tanah melalui Hak Tanggungan di Indonesia (Studi Penjaminan Hak Tanggungan Elektronik di Kabupaten Badung Provinsi Bali). *Law, Development and Justice Review*, *3*(1), 57-69.
6. Garner, B. A. (2004). Black's Law Dictionary 7th Edition. *St. Paul, MN: West Group*.
7. Guntoro, J., Kontesa, E., & Sauni, H. (2020). Tinjauan Yuridis Pendaftaran Hak Tanggungan dalam Pelayanan Hak Tanggungan Terintegrasi secara Elektronik. *Bengkoelen Justice: Jurnal Ilmu Hukum*, *10*(2), 212-225.
8. Imanda, N. (2020). Lahirnya Hak Tanggungan menurut Peraturan Pemerintah Agraria tentang Pelayanan Hak Tanggungan Terintegrasi Secara Elektronik. *Jurnal Notarie*, *3*(1).
9. Lukman, A. (2021). Implementation of Regulation of the Minister of Agrarian Affairs and Spatial Planning (ATR) Act No. National Land Agency (BPN) Number 9 of 2019 concerning Implementation of Registration of Mortgage Rights Using an Electronic System (Analysis of Problems and Legality of Authentic Deed Electronically). *Sultan Agung Notary Law Review*, *3*(1), 343-362.
10. Nasional, B. P. H. (1981). Simposium Hukum Perdata Nasional. *Kerjasama Badan Pembinaan Hukum Nasional (BPHN), Fakultas Hukum Universitas Gadjah Mada, Yogyakarta*, 21-23.
11. Nasution, D. K., Fauzi, A., & Ruslan, R. (2021). Legal Certainty on the Implementation of Electronic Registration of Liability Rights Performed by the Office of the Land Act Maker (Study at the Office of the Land Act Maker Deli Serdang). *Veteran Law Review*, *4*(2), 120-129.
12. Nurwulan, P. (2021). Implementasi Pelayanan Hak Tanggungan Elektronik bagi Kreditor dan Pejabat Pembuat Akta Tanah. *Jurnal Hukum Ius Quia Iustum*, *28*(1), 183-202.
13. Prayuti, Y., Anggraeni, H. Y., & Amalia, N. (2020). Kedudukan Sertifikat Hak Tanggungan Elektronik sebagai Alat Bukti dalam Pelaksanaan Eksekusi Langsung Berdasarkan UU No. 4 Tahun 1996 tentang Hak Tanggungan Atas Tanah dan Benda Benda yang Berkaitan Dengan Tanah. *Jurnal Pemuliaan Hukum*, *1*(2).
14. Riswiyanto, D. (2020). Pelaksanaan Pendaftaran Hak Tanggungan berdasarkan Peraturan Menteri Agraria dan Tata Ruang/Kepala BPN RI Nomor 5 Tahun 2020 tentang Pelayanan Hak Tanggungan Terintegrasi Secara Elektronik di Kantor Pertanahan Kabupaten Sragen. *Dinamika Hukum*, *11*(3).
15. Supriadi, D., Sood, M., & Sili, E. B. (2020). Juridical Implications of Subject Limitation of Liability Rights in Electronic Services. *International Journal of Multicultural and Multireligious Understanding*, *7*(10), 425-444.

16. Tanya, B. L., Simanjuntak, Y. N., & Hage, M. Y. (2010). Teori Hukum Strategi Tertib Manusia Lintas Ruang dan Generasi. *Yogyakarta: Genta Publishing*.
17. Taufan, B. A., & Salim, H. S. (2021). The Role of Land Deed Officials on Electronic Mortgage Registration Systems. *JL Pol'y & Globalization*, *107*, 40.
18. Tetley, W. (2004). Good faith in contract: particularly in the contracts of arbitration and chartering. *J. Mar. L. & Com.*, *35*, 561.
19. Wardhana, M., Susilowati, I. F., & Perwitasari, D. (2020, October). Registration of Electronic Integrated Mortgage Rights of the Written Certificate of Land Rights in the Name of the Debtor. In *3rd International Conference on Social Sciences (ICSS 2020)* (pp. 335-341). Atlantis Press.
20. Wiguna, I. W. J. B. (2020). Tinjauan Yuridis terkait Pendaftaran Hak Tanggungan Secara Elektronik. *Jurnal Acta Comitas*, *81*.
21. Zainuddin, Z., & Ramadhani, R. (2021). The Legal Force of Electronic Signatures in Online Mortgage Registration. *Jurnal Penelitian Hukum De Jure*, *21*(2), 243-252.