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Granting Fiduciary Security over Property not Owned as Collateral in Loan Agreements

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Abstract

The purpose of this study is to analyze the validity of granting fiduciary security over objects that are not owned by the debtor as collateral for loan agreements, and to examine the legal protection afforded to creditors in such arrangements. This research employs a normative legal method. The approaches used include statutory, conceptual, and case-based approaches. The legal materials consist of primary and secondary sources, collected through library research techniques. The analysis of legal materials is conducted using prescriptive methods and juridical interpretation to evaluate both the validity and creditor protection in fiduciary security agreements involving non-owner subjects. The findings of this study indicate that the validity of granting fiduciary security over objects not owned by the debtor depends on the consent of the original owner of the object to be used as collateral. Without such consent, the fiduciary security agreement is null and void by law, as it fails to meet the objective requirements of a contract. Legal protection for creditors in this context relies on the presence of good faith, which enables them to obtain both preventive and repressive legal safeguards.

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1. Introduction

The development of modern economic activities places credit facilities as an essential instrument in providing business capital, making legal protection and certainty for creditors crucial. To mitigate the risk of default, creditors require collateral in the form of property rights, one of which is fiduciary security. Fiduciary security grants preferential rights and executive power through the transfer of ownership rights, even though the object remains under the debtor's control. ^[1]

Legal issues arise when the assets used as fiduciary collateral are not fully owned by the debtor. The uncertainty of ownership status undermines the principle of trust (*fides*) and compromises legality, ultimately rendering the executorial strength of the collateral unclear and ineffective. ^[2]

Legal certainty in the practice of fiduciary security is often hindered by various practical issues, particularly those related to the validity of the collateral object. This persists even though the regulations contained in Law No. 42 of 1999 have been designed to comprehensively cover multiple aspects. Problems arise when fiduciary security is imposed on objects that, from a legal standpoint, do not qualify as collateral, such as assets under hire-purchase or lease agreements that cannot be registered.

¹ Hafis Tohar *et al.*, "Jaminan Fidusia Sebagai Hak Jaminan Kebendaan Pasca Putusan Mahkamah Konstitusi Nomor: 18/Puu-Xvii/2019 Tentang Jaminan Fidusia", *Eksekusi: Journal of Law*, Vol. 4 No. 1, 2022, hlm. 2-8.

² Ibid

In addition, the failure of creditors to register fiduciary security results in the loss of preferential rights and eliminates *parate executie*, thereby requiring dispute resolution to be pursued through ordinary civil litigation.^[3]

This condition reached a critical point with the issuance of the High Court Decision No. 09/PDT/2022/PT BJM. In its deliberations, the panel of judges legitimized fiduciary security, even though ownership documents, such as the vehicle registration certificate (STNK) and the vehicle ownership certificate (BPKB), were still administratively registered under the name of a third party. This directly reinforced the legal standing of the Fiduciary Security Certificate as a valid document under the law. Such a ruling validates the imposition of fiduciary security over objects not owned by the fiduciary grantor, thereby creating significant legal uncertainty for the original owner of the object.^[4]

The court ruling that legitimized the granting of fiduciary security over objects not owned by the debtor has created a normative conflict with Law No. 42 of 1999 on Fiduciary Security. Explicitly, Article 1, paragraph 5 of the Fiduciary Security Law requires the debtor to provide their own property as collateral. As a result of this normative conflict, in-depth research is necessary to examine the validity of granting fiduciary security over objects not owned by the debtor as collateral for loan agreements, as well as the legal protection afforded to creditors in such arrangements. This research is crucial for analyzing and establishing legal certainty regarding the validity of such collateral.

2. Method

This research employs normative legal methods, focusing on the study of library-based materials. The approaches used include statutory, conceptual, and case approaches. The legal materials consist of primary sources such as legislation and court decisions, secondary sources including legal literature, scholarly journals, and expert opinions, as well as tertiary sources that support the understanding of legal terminology. All of these materials are analyzed systematically, prescriptively, and interpretatively to produce conclusions that address the research problems.

3. Discussion

A. The Validity of Providing Fiduciary Guarantees for Non-Owned Assets as Collateral for Debt Agreements. Analysis of High Court Decision No. 09/PDT/2022/PT BJM

The case began in 2018 when Tajali lent his car to Ahmad Rozaini to manage the remaining installments, retrieve the vehicle ownership certificate (BPKB), and renew the vehicle registration certificate (STNK), for which a power of attorney was issued. However, on July 29, 2019, it was discovered that Ahmad Rozaini had pawned the car to Muhammad Faisal for Rp45,000,000 and even pledged it under fiduciary security to PT WOM Finance for Rp209,250,000, based on Fiduciary Security Deed No. W19.00142419.AH.05.01 dated December 19, 2018, registered with the Ministry of Law and Human Rights. Although Tajali later redeemed the car and

requested Ahmad Rozaini to issue a statement promising to settle his obligations with PT WOM Finance, while also providing Rp5,000,000 for the purchase of a motorcycle on credit, PT WOM Finance nevertheless filed a criminal complaint against Ahmad Rozaini for transferring collateralized property without creditor approval, as reflected in Decision No. 335/Pid.B/2020/PN Bjb. In 2020, the car was repossessed due to three months of installment arrears, prompting Tajali to file a lawsuit against Ahmad Rozaini and PT WOM Finance under Article 1365 of the Indonesian Civil Code concerning unlawful acts. However, the lawsuit was deemed unfounded, as the financing agreement and fiduciary security deed between Ahmad Rozaini and PT WOM Finance were considered valid, free from legal defects, and compliant with Article 1320 of the Civil Code.

B. Analysis of the Validity of Providing Fiduciary Guarantees for Non-Owned Goods as Collateral for Debt Agreements

Based on Article 1318 of the Indonesian Civil Code, a valid contract binds the parties as if it were law, embodying the principle of freedom of contract. In line with this, J. Satrio emphasizes that this principle allows for the drafting of diverse agreements, provided they do not contravene applicable laws, morality, or public order.^[5] Furthermore, Article 1131 of the Civil Code mandates that all of a debtor's assets serve as collateral for the repayment of debts, thereby rendering such guarantees legally enforceable.

In addition, the execution of contracts must uphold the principle of good faith to ensure honesty between the parties within the boundaries of the law.^[6] The granting of security over movable property is known as fiduciary security. Referring to the provisions of Article 1 paragraph 1 of Law No. 42 of 1999, fiduciary security is defined as the transfer of ownership title over an object based on the principle of trust. In this arrangement, the guarantor retains physical control of the object even though its legal title has been transferred. For a loan agreement, as regulated under Article 1754 of the Civil Code, to have binding legal force in accordance with Article 1320 of the Civil Code, the fiduciary grantor has a juridical obligation to pledge assets that are personally owned, as mandated by Article 1 paragraph 5 of the Fiduciary Security Law. The transfer of another party's property without authorization renders the fiduciary security agreement invalid for failing to meet objective elements, and thus null and void under Article 1335 of the Civil Code, unless it is based on the consent of the original owner. Such consent establishes a valid agreement under the principle of consensualism, serving as the legal basis for granting fiduciary security over property not owned by the fiduciary grantor.

In this case, the judges considered the financing agreement between Ahmad Rozaini and PT WOM Finance to be valid and free from legal defects, as the debtor had knowingly signed the financing agreement and the fiduciary security deed, while also physically possessing the collateral along with the vehicle documents, namely the BPKB and STNK. Such possession was regarded as *bezit*, meaning the right to

³ Eliana Deggan Trianita Lumban Raja *et al.*, "Eksekusi Benda Jaminan Fidusia: Analisis Konseptual Dalam Undang-Undang Jaminan Fidusia", *Diponegoro Private Law Review*, Vol. 8, No. 2, 2021, hlm. 132-145.

⁴ Indah Pratiwi Widyaningrum *et al.*, "Akibat Hukum Terhadap Akta Jaminan Fidusia Dengan Objek Jaminan Fidusia Bukan Milik Pemberi Fidusia (Studi Putusan Pengadilan Tinggi Nomor 09/PDT/2022/PT BJM)", *Indonesian Notary*, Vol. 5, No. 2, 2023, hlm. 19-36

⁵ Sri Redjeki Slamet *et al.*, "Application of the Principle of Freedom of Contract in the Context of Standard Agreements, a Review of Their Legal Validity", *Scientific Forum*, Vol. 21, no. 3, 2024, p. 170.

⁶ Asdar Nor, *Principles of Contemporary Law*, 1st Edition, CV. Jejak, Sukabumi Regency, 2023, p. 139.

control an object for enjoyment and use as though it were one's own.^[7] Although the Civil Code recognizes ownership of movable property based on possession under Article 1977 paragraph (1), Article 1977 paragraph (2) stipulates that this presumption is void if proven otherwise. In this case, the ownership documents of the fiduciary collateral, namely the BPKB and STNK, remained under the name of Tajali, thereby invalidating the debtor's possession (*bezit*) and rendering it legally ineffective.

C. Consequences of Providing Fiduciary Guarantees for Non-Owned Goods as Collateral for Debt Agreements

In accordance with Article 4 of Law No. 42 of 1999, fiduciary security is classified as an accessory agreement that depends on its principal contract. The legality of such security refers to compliance with the requirements of Article 1320 of the Civil Code and must be formalized through a notarial deed, consistent with the doctrine of quasi-contract, which legitimizes legal obligations once certain criteria are met.^[8] After the authentic deed is ratified by a notary, the next crucial step is registering the collateral object with the Fiduciary Registration Office. This process aims to obtain a Fiduciary Security Certificate, which positions the lender as a priority creditor and grants lawful authority to seize the collateral in the event of debtor default.^[9]

The doctrine of *nemo plus juris*, as affirmed in Article 584 and Article 1977 paragraph (2) of the Civil Code, prohibits the pledging of assets by parties who do not hold lawful ownership rights over such property. A violation of this principle renders the fiduciary security agreement legally void due to the failure to meet the objective elements stipulated in Article 1335 of the Civil Code. Nevertheless, the legal status of the principal agreement remains valid insofar as the requirements of Article 1320 of the Civil Code are fulfilled. The granting of fiduciary security over property not owned by the fiduciary grantor gives rise to two aspects, namely:

1. **Civil Aspect:** The granting of fiduciary collateral over an object that legally does not belong to the guarantor constitutes a clear act of *tort* (*perbuatan melawan hukum*) as stipulated in Article 1365 of the Civil Code. This is based on its contradiction with legal norms and the resulting harm to third parties. Juridically, civil liability may be imposed if a causal relationship can be established between the conduct of the legal subject and the damages suffered by the victim.^[10] Ahmad Rozaini's act of pledging Tajali's vehicle as fiduciary collateral without the owner's consent automatically qualifies as an unlawful act. This is due to the violation of subjective rights, which triggered material losses for Tajali as the rightful owner. On this basis, Tajali has a strong legal standing to file a claim for compensation or other forms of restitution as a manifestation of Ahmad Rozaini's civil liability.
2. **Criminal Aspect:** Pledging another party's vehicle without the consent of its lawful owner is categorized as

the criminal offense of embezzlement, as stipulated in Article 486 of Law No. 1 of 2023 concerning the Criminal Code. In relation to this case, Ahmad Rozaini's act of borrowing and subsequently pledging Tajali's car without the owner's knowledge fulfills the elements of the criminal offense as regulated under this provision.

3.1. Legal Protection for Creditors in the Provision of Fiduciary Guarantees for Non-Proprietary Assets

Efforts to minimize disputes and protect the interests of creditors in fiduciary schemes are carried out through two forms of legal protection, as explained in Philipus M. Hadjon's theory. The first is preventive protection, which involves early prevention through the application of prudence principles. The second is repressive protection, which functions as a legal instrument when dispute resolution must proceed through legal or judicial channels.^[11]

According to this theory of legal protection, preventive protection requires creditors, as fiduciary recipients, to act with prudence when accepting fiduciary collateral. They must verify the ownership status of the pledged object to avoid disputes arising from third-party ownership claims. The creditor's principle of prudence in fiduciary security is exercised by ensuring that the collateral's ownership corresponds to the fiduciary grantor's identity, verified through documents such as the BPKB, STNK, payment receipts if the transfer of title has not yet been completed, or proof of consent from the original owner of the collateral. Verification of ownership constitutes the embodiment of the principle of good faith as mandated by Article 1338 paragraph (3) of the Civil Code. In this context, compliance encompasses both the subjective standard of good faith, namely honesty of intent, and the objective standard, namely the propriety of actions in accordance with applicable law.^[12] Repressive protection ensures that creditors' claims against debtors are repaid in accordance with the principal agreement. Thus, when disputes are brought before the court, creditors continue to receive protection provided they have complied with all fiduciary procedures as required by law. Creditors who have fulfilled all juridical procedures in the implementation of fiduciary security automatically obtain legitimacy for repressive protection. This form of protection includes immunity from third-party claims of ownership over the collateral, while also granting creditors full authority to execute the collateral. Under Article 29 paragraph (1) of the Fiduciary Security Law, creditors may execute the collateral object through three methods: enforcing the executorial title, conducting *parate executie*, or executing by private sale based on an agreement between the fiduciary grantor and the fiduciary recipient.

A fiduciary security agreement is accessory in nature, meaning its existence depends on the principal agreement. Therefore, the termination or expiration of the fiduciary security does not result in the termination of the principal agreement, as the credit obligation stands independently. This provision aligns with the general principle of contract law

⁷ Widayani Putri, "Reasons Why Bezit Receives Legal Protection," *Jurnal Gema Keadilan*, Vol. 7 No. 1, 2020, pp. 1-2.

⁸ A. Rahim, "Fundamentals of Contract Law (Theoretical and Practical Perspectives)," 1st Edition, Humanities Genius, Makassar, 2022, pp. 191-193.

⁹ Siti Milani *et al.*, "Analysis of the Executorial Power of Fiduciary Guarantees in the Indonesian Legal System," *Jurnal Prisma Hukum*, Vol. 9, No. 1, 2025, p. 58.

¹⁰ Natsir Asnawi, "Introduction to Jurimetrics and Its Application in Civil Case Resolution (Quantitative and Qualitative Approaches to Law)," 1st ed., Kencana, Jakarta, 2020, p. 22.

¹¹ Permedi Setyonagoro, "Legal Protection for Civil Servants in the Execution of Their Official Duties in East Java Province," 1st ed., Scopindo Media Pustaka, Surabaya, 2023, p. 27.

¹² I Dewa Made Alfredo Christian, "The Existence of the Principle of Good Faith in Fiduciary Agreements," *Lex Crimen*, Vol. 5, No. 3, 2016, p. 154.

that supplementary agreements do not determine the creation or extinction of the principal obligation. Consequently, even if the fiduciary security ends due to the destruction of the collateral object, the debtor's debt to the creditor remains, and the creditor retains the right to demand full repayment of the debtor's obligations under the principal agreement. The creditor's position is also protected through their preferential rights over compensation from insurance or other sources that replace the value of the collateral object.^[13]

The lawful owner's legal recourse when their property is pledged as fiduciary collateral without consent is to file a civil lawsuit. This action is based on the claim of *tort* (*perbuatan melawan 118okum*) to restore the original owner's rights that have been violated by the fiduciary grantor. In addition, the rightful owner may pursue criminal charges for embezzlement if the fiduciary grantor pledges the property as collateral after borrowing it from the original owner.

Debtor's Responsibility

The existence of fiduciary security is not independent, as it functions as an accessory agreement that strictly follows the principal contract. In this context, the financing agreement underlying the debtor-creditor relationship serves as the main agreement, protected by the fiduciary mechanism. The creditor or finance company provides funds to the debtor to meet specific needs, and consequently, the debtor is obliged to provide collateral as a form of responsibility. This ensures legal certainty and guarantees full repayment of the debt arising from the financing facility.^[14]

In principle, when entering into a fiduciary agreement, the fiduciary grantor must pledge property that is legally their own, as evidenced by documents such as the BPKB and STNK. If the property pledged as fiduciary collateral is not registered under the debtor's name, the grantor must provide proof of legal entitlement authorizing them to do so, either through the consent of the original owner or by virtue of a purchase transaction that has not yet been formally transferred. In practice, pledging third-party assets without proper authorization is still frequently encountered. This results in the agreement being legally void, as it fails to meet the validity requirements of contracts mandated by Article 1320 of the Civil Code. Juridically, pledging property not owned by the fiduciary grantor is categorized as a *tort* (*perbuatan melawan okum*), thereby imposing full liability on the debtor for any resulting losses.

Nils Jansen argues that legal responsibility is limited to the consequences of wrongdoing, meaning that liability arises only when an individual or another party commits an unlawful act. Based on this view, a debtor who pledges property without lawful entitlement has violated positive law. Consequently, any transfer of assets not legally owned by the debtor gives rise to legal liability. The debtor's responsibility for pledging property not belonging to them as fiduciary collateral may be enforced under both civil and criminal law.

1. **Civil Aspect:** Article 1243 of the Civil Code stipulates that a debtor who has been declared negligent but continues to default on their performance, or fulfills their obligations beyond the agreed timeframe, is required to

compensate the creditor. Juridically, *wanprestasi* (default) represents a condition in which the debtor fails to realize their performance or obligations as agreed in the contract. The inconsistency between the debtor's actual conduct and the contractual provisions triggers a breach of promise. A debtor may be considered in default or negligent in several forms: failing to perform at all, performing only partially, fulfilling obligations beyond the stipulated timeframe, or engaging in actions contrary to the terms of the agreement.

The act of *tort* (*perbuatan melawan hukum*) is clearly established in this context, as the debtor's action of pledging a third party's asset as fiduciary collateral in a loan agreement constitutes a violation of the law. This is based on Article 1 paragraph 5 of Law No. 42 of 1999, which requires that the fiduciary grantor must hold lawful ownership rights over the pledged object. Such unauthorized pledging not only contravenes fiduciary regulations but also fulfills the criteria of *tort* as stipulated in Article 1365 of the Civil Code. As a consequence, the debtor bears liability to compensate the rightful owner for losses, particularly given the risk of asset execution by the creditor in the event of default.

Criminal Aspect

A fiduciary agreement contains a prohibition against the guarantor transferring the collateral object without the consent of the fiduciary recipient. This prohibition is consistent with the mandate set forth in Article 23 paragraph (2) of the Fiduciary Security Law. Any party violating this provision is subject to criminal sanctions as regulated in Article 36 of the Fiduciary Security Law, which include imprisonment for up to two years and fines of up to Rp50,000,000. Furthermore, pledging assets without lawful entitlement by the fiduciary grantor may also be classified as the criminal offense of embezzlement. This refers to Article 486 of Law No. 1 of 2023 concerning the Criminal Code, which applies when an individual lawfully possesses an object through lease or loan but subsequently transfers it unlawfully without the consent of the original owner.

Fraudulent Acts, The classification of fraud under Article 492 of Law No. 1 of 2023 emphasizes the presence of malicious intent (*mens rea*) and manipulative conduct by the perpetrator. These elements are fulfilled when an individual uses false identities or fictitious status, engages in deceit, or constructs false narratives to mislead others into surrendering assets or disbursing financing. In the context of fiduciary security, fraud occurs when the fiduciary grantor pledges property belonging to another party without lawful entitlement, while presenting false information or forged documents and concealing the true circumstances in order to obtain funds from the creditor. Thus, all elements of fraud are satisfied. The imposition of criminal sanctions in this context reflects the principle of legality (*nullum delictum nulla poena sine praevia lege poenali*) as enshrined in Article 1 paragraph (1) of the Criminal Code. This provision establishes that an act can only be punished if a criminal regulation clearly prescribes it prior to the commission of the act. Accordingly, written regulation serves as the fundamental basis for legal

¹³ I Made Yudatama and I Nyoman Darmadha, "Legal Protection for Creditors Holding Fiduciary Security Rights Against the Destruction of Fiduciary Security Objects," *Kertha Semaya: Journal of Legal Studies*, 2018, pp. 10-11.

¹⁴ Galuh Dwi Sahputra *et al.*, "Debtor's Responsibility for the Transfer of Fiduciary Collateral Objects (Motor Vehicles) Without Creditor's Consent in Balikpapan City", *Jurnal Lex Suprema*, Vol. 2, No. 1, 2020, p. 631.

authorities in determining criminal liability.

4. Conclusion

1. The legitimacy of granting fiduciary security over property not owned by the grantor hinges upon the existence of a valid legal basis, such as the consent of the original owner or evidence of transfer of rights (for instance, a sales receipt), even if the formal ownership documents (BPKB and STNK) remain under another party's name. Such consent and documentation establish lawful possession (*bezit*) for the fiduciary grantor, consistent with Article 1977 paragraph (1) of the Indonesian Civil Code, which equates possession of movable property with ownership rights. Conversely, where fiduciary security is granted without a lawful basis, the fiduciary agreement is rendered invalid and null and void by operation of law, as it fails to satisfy the objective elements of an agreement under Article 1320 of the Civil Code.
2. Legal protection for creditors in the context of fiduciary security over property not owned by the grantor, as collateral for loan agreements, is grounded in the creditor's good faith. This includes verifying the conformity of the fiduciary grantor's identity with the name of the owner listed in the ownership documents (BPKB and STNK), and ensuring that the financing process adheres to applicable legal procedures—namely, executing a fiduciary security deed before a notary and registering it pursuant to Article 5 paragraph (1) and Article 11 paragraph (1) of the Fiduciary Security Law. In this way, creditors are entitled to both preventive and repressive legal protection. Consequently, legal responsibility shifts to the fiduciary grantor, who has delivered property not lawfully owned without a valid legal basis, thereby incurring potential civil and criminal liability under prevailing legal provisions.

References

1. Hafis Tohar, *et al.* Jaminan Fidusia Sebagai Hak Jaminan Kebendaan Pasca Putusan Mahkamah Konstitusi Nomor: 18/Puu-Xvii/2019 Tentang Jaminan Fidusia. Eksekusi: Journal of Law. 2022;4(1):2-8.
2. Eliana Denggan Trianita Lumban Raja, *et al.* Eksekusi Benda Jaminan Fidusia: Analisis Konseptual Dalam Undang-Undang Jaminan Fidusia. Diponegoro Private Law Review. 2021;8(2):132-145.
3. Indah Pratiwi Widyaningrum, *et al.* Akibat Hukum Terhadap Akta Jaminan Fidusia Dengan Objek Jaminan Fidusia Bukan Milik Pemberi Fidusia (Studi Putusan Pengadilan Tinggi Nomor 09/PDT/2022/PT BJM). Indonesian Notary. 2023;5(2).
4. Sri Redjeki Slamet, *et al.* Application of the Principle of Freedom of Contract in the Context of Standard Agreements, a Review of Their Legal Validity. Scientific Forum. 2024;21(3):170.
5. Asdar Nor. Principles of Contemporary Law. 1st ed. Sukabumi Regency: CV. Jejak; 2023. p. 139.
6. Widyani Putri. Reasons Why *Bezit* Receives Legal Protection. Jurnal Gema Keadilan. 2020;7(1):1-2.
7. Rahim. Fundamentals of Contract Law (Theoretical and Practical Perspectives). 1st ed. Makassar: Humanities Genius; 2022. p. 191-193.
8. Siti Milani, *et al.* Analysis of the Executorial Power of Fiduciary Guarantees in the Indonesian Legal System. Jurnal Prisma Hukum. 2025;9(1):58.

9. Natsir Asnawi. Introduction to Jurimetrics and Its Application in Civil Case Resolution (Quantitative and Qualitative Approaches to Law). 1st ed. Jakarta: Kencana; 2020. p. 22.
10. Permadi Setyonagoro. Legal Protection for Civil Servants in the Execution of Their Official Duties in East Java Province. 1st ed. Surabaya: Scopindo Media Pustaka; 2023. p. 27.
11. Galuh Dwi Sahputra, *et al.* Tanggung Jawab Debitur Terhadap Pengalihan Objek Jaminan Fidusia (Kendaraan Bermotor) Tanpa Persetujuan Kreditur Di Kota Balikpapan. Jurnal Lex Suprema. 2020;2(1):631.
12. M. Zamroni. Himpunan Teori Hukum & Konsep Hukum Untuk Penelitian Hukum. Cet. Ke-1. Surabaya: Scopindo Media Pustaka; 2024. hlm. 84.
13. Niru Anita Sinaga, Nurlily Darwis. Wanprestasi dan Akibatnya dalam Pelaksanaan Perjanjian. Jurnal Mitra Manajemen. 2015;7(2):50-51.
14. Ali Yusran Gea. Analisis Konflik Pengaturan Tindak Pidana Penggelapan Objek Fidusia Dalam UU Fidusia Dan Kuhp. Rewang Rencang: Jurnal Hukum Lex Generalis. 2025;6(7):13.
15. Indra Waskito, Nahdiya Sabrina. Penerapan Hukum dalam Tindak Pidana Penipuan dan Penggelapan Terkait Jaminan Fidusia. Merdeka Law Journal. 2024;5(1):55.

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