

## ABSTRACT

Sarah Natasya Viorina (01051170217)

### **LEGAL CERTAINTY FOR CREDITORS REGARDING THE OBJECT OF FIDUCIARY GUARANTEE IS ASSOCIATED WITH CONSTITUTIONAL COURT DECISION NUMBER 18/PUU-XVII/2019**

(xiv+ 99 pages: 1 table; 1 appendixes)

The Ministry of Industry targets sales of 5.7 million to 13 million motorcycles and 1.25 million to 2.5 million cars by 2020-2023. This signifies the high business needs of the community and the growing number of financing companies. Cooperation between financing companies and the public leads to debt receivable agreements. Consumer financing agreements are made with fiduciary guarantees. Fiduciary guarantee as collateral material provides convenience for the parties. The Debtor may control the object of the fiduciary guarantee and the Creditor is entitled to carry out the execution if the Debtor defaults under the Fiduciary Guarantee Certificate (Article 15 (2) and (3) of the Fiduciary Guarantee Law). However, the issuance of the Decision of the Constitutional Court No. 18/PUU-XVII/2019, states that Creditors can no longer carry out execution parate against the object of fiduciary guarantee. This legal research is empirical normative legal research using secondary data that takes precedence and is equipped with primary data. This is to get a conclusion on legal certainty for Creditors after the Decision of the Constitutional Court a quo. The Constitutional Court's ruling states that the provisions of Articles 15 (2) and (3) of the Fiduciary Guarantee Law are contrary to the 1945 Constitution and have no binding legal force. This requires one step, namely the existence of an agreement in advance between Creditors and Debtors regarding the promise injury clause to be able to carry out execution.

**Keywords: Fiduciary Guarantees, Creditors, Execution of Fiduciary Collateral Objects**

**Reference: 55 books (1985-2020)**