

Legal Certainty In Electronic Mortgage Right Execution

¹Deny Haspada

Faculty Of Law, Langlangbuana University, Jalan. Karapitan No. 116 Bandung, Indonesia

Abstract - Dependents are part of the collateral institutions that the general public uses as collateral for entering into credit agreements with banks. Banks are more receptive to mortgage rights because they are considered safer as collateral. The Mortgage right is developing according to the times. In its development, the agrarian ministerial regulation was established, namely Permen HT-el. Here the problem is done mortgage servicing rights electronically. UUHT does not recognize electronic mortgage rights services, but electronic mortgage rights services suddenly appear in the regulations under the laws that shelter them. This also contradicts the legislative hierarchy as regulated in the Establishment of Legislation act. Legal protection for creditors for the creation of legal certainty is needed to keep creditors in good faith in the event of default by the debtor.

Keywords: Mortgage Rights, Legal Protection, Legal Certainty, Electronic Mortgage Rights, Collateral

I. INTRODUCTION

Human life always develops in a better direction to sustain their lives. To develop in a better direction, humans make a lot of effort to sustain economic activity. Indonesia is a developing country that has just been upgraded to a developed country. Of course, economic needs are an important factor in improving the welfare of Indonesia's population and society.

Many things sometimes constrain the increased economic needs of the community. Economic growth in Indonesia at this time is quite disturbed by the existence of a co-19 disease pandemic. Many business activities are disrupted because people tend to stay at home and do not do many economic activities to become disrupted.

Many people need capital to do business. In the business world, debt is an inseparable factor, with almost no entrepreneur currently having no debt, both short-term and long-term debt. Debt in the form of Credit is a means of trust. A customer who gets Credit from a bank is indeed someone who has the Bank's trust (R. Subekti, 1989:1).

One way to increase capital is through credit loans to banks. A bank is a facility as an intermediary institution where it can obtain a loan of funds that is quite easy. Various implementation of fulfilling daily needs, people have begun to feel that he could not be separated from the bank institution's various facilities. (Moch. Isnaeni, 2016:67) In the Law regulates the definition of Credit, namely in Article 1 number 11 of Law Number 10 of 1998 concerning Amendment to Law Number 7 of 1992 concerning Banking (banking act), is the provision of

money or bills which can be equaled, based on approval or a loan agreement between the Bank and another party that requires the borrower to repay the debt after a certain period with interest.

As is known in connection with the implementation of national development in the provisions of Article 4 of the banking act, it is determined that: "Indonesian banking aims to support the implementation of national development in the context of increasing equity, economic growth, and national stability towards improving the welfare of the people." From this provision, it is clear that banking institutions have an important and strategic role not only in driving the wheels of the national economy but also to be able to support the implementation of national development. This means that banking institutions must act as agents of development to achieve national goals and not become a burden and obstacle in the implementation of national development. (Hermansyah, 2013:67)

To gain confidence that the debtor can repay his debt and to find out or determine that someone is trusted to obtain Credit, in general, the banking world uses analytical instruments known as the 5 c, namely: character, capital, capacity, collateral, condition of the economy. (Sutarno, 2003:92-94)

In the provision of Credit by the banking world, banks certainly want to feel safe. The Credit is given to customers who can provide a specific object or letter worthwhile or person to be tied as collateral. (Edy Putra, 1989:7)

In the loan extension stage, in general, banks as creditors ask for guarantees from customers as debtors, to create certainty for creditors to repay debts or debtors' obligations, so that debtors are expected to immediately repay their debts to creditors so that later they will not lose assets. They were submitted as a credit guarantee if the Credit is determined as bad Credit. This is very important when the debtor defaults, and then the creditor will carry out the execution of the object, and it turns out that the pledged object cannot be transferred and has no sale value, so that it will cause a loss for the creditor. (Herowati Poesoko, 2007:44)

The Bank carries out the lending itself with a guarantee to provide a sense of security and trust if, in the future, it turns out the debtor is negligent in carrying out his obligations to pay debts. The Bank can immediately confiscate collateral as a fulfillment of debt payments that are due. Of the many types of collateral available, the collateral that is most sought after by banks is collateral in the form of fixed property. Collateral is given by the debtor to the creditor to provide confidence to the creditor



that the debtor will pay his debt according to what was promised. (Hartono Hadisaputro, 1986: 31) The guarantee institution has a very important place in credit activities. Mortgage security institutions bind collateral debt objects in the form of land or objects related to the land concerned. To meet the community's needs regarding this matter, Law No. 4 of 1996 concerning Mortgages Rights (UUHT) was established governing mortgage rights and objects related to land. (Eugema Liliawati Mulyono, 2003:1) Here, fixed objects as collateral in the form of Mortgage.

In Article 1 number 1 of UUHT, it is said that the security rights on land along with objects related to land, hereinafter referred to as Mortgage Rights, are guarantee rights that are imposed on land rights as intended in Law Number 5 of 1960 concerning Basic Regulations on Agrarian (UUPA), here or not, together with other objects that are an integral part of the land, to pay off certain debts, which give a certain priority to other creditors.

The background of UUHT is as explained in the general explanation UUHT because the provisions in the laws and regulations concerning mortgages and *credietverband* originated from the Dutch colonial era and are based on land law that came into force before the existence of the National Land Law, as the principal provisions are listed in the UUPA and are intended to be enforced for a while, that is while waiting for the formation of the Law referred to in article 51 of UUPA. The provisions regarding mortgages and *credietverband* are not in accordance with the principles of national land law and, in reality, cannot accommodate developments in the field of Credit and collateral rights due to the progress of economic development. As a result, there are differences in views and interpretations regarding various problems in the implementation of land security laws, such as the inclusion of executorial titles, execution, and so on, so that these laws and regulations are considered to lack legal certainty in credit activities (general explanation of the UUHT). (Sutan Remi Sjahdeini, 1999:3)

With the UUHT, the unification of the national land law has been completed as one of the main objectives of UUPA, so that since UUHT has been declared in effect, the mortgage and *credietverband* guarantee institutions insofar as the land, the term of service, and role ends. (Maria SW Sumardjono, 1997:85) However, the statement is not entirely true, because according to article 26 of UUHT that the execution of existing mortgages began to come into force of UUHT, it still applies to the execution of Mortgage Rights, as long as there is no legislation governing it, taking into account the provisions in article 14 of UUHT. (Herowati Poesoko, 2007:85)

The existence of the Mortgages Right is determined through the fulfillment of the procedure for imposition, which includes two stages of activities, namely: (HM Arba, 2015:211-212)

1. The stage of granting Mortgage Right by doing the Deed of Granting Mortgage Right by the Land Drafting Officer (which contains mandatory substances and facultative promises) which is preceded by a principal agreement, namely a loan agreement; and

2. The registration stage for Mortgage in the Land Office indicates the birth of the Mortgage. The significance of the registration of the Mortgages Right appears to be related to the commencement of the position of "preference" for the creditor, the ranking of the Mortgages Right, and the entry into force of the Mortgages Right to a third party

This Mortgage right is developing according to the changing times. The industrial revolution 4.0 contributed to changes in mortgage rights. In its development, an agrarian minister regulation was established, namely Regulation of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency of the Republic of Indonesia Number 9 the Year 2019 Concerning Electronic Integrated Mortgage Rights Services (Permen HT-el). Here the problem is done mortgage servicing rights electronically. Act No. 4 of 1996 on the Mortgages Rights not know encumbrance electronic services but services electronic security rights suddenly appear in the regulation under the shelter laws. This also contradicts the legislative hierarchy as regulated in Law No. 12 of 2011 concerning the Formation of Legislation (Establishment of Legislation act). The case of not synchronization between this Act can lead to legal uncertainty so that it can result in loss of protection of creditors due to the asynchronous between the Law and the regulations under it, in this case, Permen HT-el.

II. LEGAL REVIEW OF THE IMPLEMENTATION OF ELECTRONIC MORTGAGE RIGHTS BASED ON THE PERMEN HT-EL

In UUHT in article 1 paragraph (1), it has been used in the sense of the Mortgages Right on land along with objects related to land, in the future referred to as Mortgages Right, is the guaranteed right which is imposed on the right to land as referred to in UUPA, the following or not with other objects that form an integral part of the land, to pay off certain debts, which give priority to certain creditors against other creditors. In short, what is meant by Mortgage Rights is the right to guarantee land for paying off certain debts, which gives priority to certain creditors over other creditors. (Rachmadi Usman, 1999:69)

There are several main elements of the Mortgages Right contained in the definition. The basic elements are: (Sutan Remy Sjahdeini, 1996:8)

1. A mortgage is a guaranteed right to pay off debts.
2. The Object of a Mortgage is the right to land following UUPA.
3. Mortgage rights can only be imposed on the land (land rights) but can also be imposed with other objects which form an integral part of the land.
4. The debt guaranteed must be certain.
5. Give preferential position to certain creditors to other creditors.

In UUHT, strong land tenure security institutions have the following characteristics: (Adrian Sutendi, 2012:12)

1. Giving priority position to the holders;
2. Always follow the object guaranteed in the hands of whoever that object is;

3. Fulfill the principle of specialization of the clarity of the object of its rights and publicity open to the public so that it can bind a third party and provide legal certainty to the parties concerned;

4. Easy and certain implementation of the execution.

Mortgages rights, there are a number of principles to be implemented. The principles of the Mortgages Right include: (Sutan Remi Sjahdeini, 1999:15)

1. Principle of Publicity

This publicity principle can be known from Article 13 paragraph (1), which states that the granting of Mortgage Rights must be registered at the Land Office. Therefore, registering the Mortgages Right is an absolute requirement for the birth of the Mortgages Right and binding the Mortgages Right to a third party

2. Principle of Specialty

The principle of specialty can be known from the elucidation of Article 11 paragraph (1) of UUHT, which states that this provision stipulates the content, which is mandatory for the validity of a Deed of Mortgages Right (APHT). In this paragraph in APHT, the deed concerned is null and void. This provision is intended to fulfill the special principle of Mortgage Rights, both subject, object, and debt guaranteed.

3. Principle Cannot Be Divided

Mortgage rights cannot be divided, as determined in article 2 of UUHT. It means that the Mortgages Right imposes a whole object of the Mortgages Right and every part thereof. The partial payment of the guaranteed debt does not mean that the Mortgages Right's object is free from the Mortgages Right's burden. However, the Mortgages Right still burdens the entire Mortgages Right object for the remaining outstanding debt.

To be encumbered with security rights on land, the object of the Mortgages Right in question must meet certain requirements, namely: (Rachmadi Usman, 1999:351)

1. Land rights to be guaranteed by debt must have economic value, that land rights in question can be valued in money because the debt guaranteed is in the form of money.
2. Land rights must be according to the laws and regulations, including land rights, must be registered in the public register as the fulfillment of the principle of publicity so that everyone can know.
3. By their nature, these land rights can be transferred so that they can be immediately realized to pay the debt guaranteed repayment if necessary.
4. The land rights are appointed or determined by Law

The process of encumbering Mortgage Rights is carried out through two phases of activities, namely the granting of Mortgage Rights, which is carried out in front of the official Land Deed Maker (PPAT), and second, the Mortgage Rights Registration stage, which is carried out at the Land Office. The granting of mortgage rights begins or preceded by a promise to provide mortgage rights as collateral for paying off certain debts. Promise to provide Encumbrance is poured in, and the part of the agreement

concerns debts or other agreements that give rise to the debt. (Rachmadi Usman, 1999:397)

UUHT stipulates in article 10 that the granting of Mortgage Rights is preceded by a promise to provide Mortgage Rights as collateral for paying off certain debts, which are outlined in and constitute an inseparable part of the loan agreement or the agreement other causes of the debt. The granting of the Mortgages Right is made by doing a Deed of Granting the Mortgages Right by the PPAT. Suppose the Mortgages Right object is in the form of a land right that comes from converting the old right which has fulfilled the requirements to be registered but the registration has not been done. In that case, the Mortgages Right granting is carried out simultaneously with the application for the registration of the relevant land rights.

In the credit agreement made referring to UUHT must be stated in an authentic deed made by PPAT. Some of the agreements that were signed, among others: credit agreements, recognition of debts, Deed of Mortgages Right (APHT). Deed of Mortgages Right (from now on referred to as APHT) made before the authorized Land Deed Maker (PPAT) following the PPAT working area, based on elements and procedures for making APHT, the APHT is an authentic deed. As an authentic deed, in addition to fulfilling the authentic deed elements determined by the Civil Code and the Notary Position Act, APHT has characteristics and must meet the requirements as specified in the Mortgage Rights Act. (Siti Nurul Intan Sari D et al, 2019:118-135)

In UUHT, the registration of mortgage rights is regulated in a different system to the Regulation of the Permen HT-el. Granting Mortgage Rights must be registered at the Land Office. Not later than 7 working days after signing the Deed of Granting Mortgage Rights, the PPAT is required to send the Deed of Granting the Mortgage concerned and other necessary markings to the Land Office. The Land Office carries out the Registration of Mortgage by making a Land Rights Book and putting it in the land rights book, the Mortgages Right's object, and copying the note to the relevant land rights certificate. The date of the Mortgages Right Land book is the 7th day after receipt of complete documents needed for registration, and if the 7th day falls on a holiday, the relevant land book is given the date of the next working day. The Mortgages Right is born on the day of the Mortgages Right Land date.

Deed of Granting Mortgage Right (APHT), which is not registered with the Land Office, will result in the creditor's position only as a concurrent creditor. Legal remedies can be done by creditors in 2 ways: settlement through non-litigation and litigation. (Anisa Kartika Sari, 2015:173) The definition of a closed system is the same as absolute. It cannot be distorted, and if there is a deviation, it will be null and void. Article 10 of UUHT that regulates APHT must be with an authentic deed. That is, the PPAT deed cannot be with another deed. The legal system guarantees land rights that provide certainty and secure creditors' creditors to get repayments. Still, UUHT also protects the debtor because creditors are not given the

authority to obtain ownership rights over the object of collateral. (Endang Mintorowati, 2008:173)

As proof of Mortgage Rights, the Land Office issues a Mortgage Certificate. The Right of Interest Certificate has the same executorial power as the court ruling, which has obtained permanent legal force and acts as a substitute for *grosse acte Hypotheek* insofar as it is related to land rights. If agreed otherwise, the certificate of land rights that have been affixed with notes on the Encumbrance of the Mortgage is returned to the holder of the relevant land rights. Certificate of Mortgages Right is submitted to the Mortgages Right Holder.

In article 16 of UUHT, it regulates the transfer of mortgage rights if the receivables guaranteed by the Mortgages Right are transferred due to *cessie*, subrogation, inheritance, or other reasons, the Mortgages Right also changes because of the Law to the creditor new. Transfer of Mortgage Rights must be registered by the new creditor to the Land Office. The Defense Office carries out registration of transfer of Mortgages Right by recording it in the Mortgages Right land book and the land rights book, which becomes the object of the Mortgages Right and copying the note on the Mortgages Right certificate and the relevant land title certificate. The date of registration in the land book is the 7th day after the complete receipt of the documents required for registration of the Right of Hand transfer, and if the 7th day falls on a holiday, the note is given the date of the next working day. The transfer of the Mortgage Right shall take effect for the third party on the day of the recording date.

This is different from the regulation in the Regulation of the Permen HT-el. Where all registrations and documents obtained are based on electronic documents. In Article 6 of the Permen HT-el Services Types of Mortgage Rights, services that can be submitted through the Electronic E-mail System include registration of Mortgage Rights, transfer of Mortgage Rights, change of creditor's name, and removal of Mortgage Rights.

Parties declared as Users of the HT-el System service are following article 7 of the Permen HT-el, including individuals / legal entities as creditors as stipulated in legislation the laws governing Mortgage Rights and the State Civil Apparatus of the Ministry in charge of serving Mortgage Rights.

The mechanism of mortgage security services is integrated electronically following the Regulation of the Permen HT-el, namely Registered Users submit requests for Mortgage Rights services electronically through the Ministry's provided E-mail System. The applicant makes a statement about the accountability and validity of the data of electronic documents submitted. Application requirements are made in the form of Electronic Documents. The requirements in the form of Land Rights Certificates or Flat Property Units must be in the debtor's name. The applicant must keep the original application documents.

In the case of a service request in the form of a Mortgage Right registration, the application requirements in the form of APHT are submitted by the PPAT in an Electronic Document. The submission of APHT is done

through an electronic system that is integrated with the HT-el System.

Service requests that have been received by the HT-el System are given proof of registration of applications issued by the system. Proof of registration of the application contains the application registration number, date of application registration, applicant's name, and service fee payment code.

The Mortgage Services are processed by recording the Mortgage Rights in the land book and the Land Rights Certificate or the Property Rights of the Flats. The Head of Land Office carries out a recording of Mortgage Rights in the relevant land book. Creditors carry out the recording of Mortgage Rights in the Land or Land Ownership Certificate of Flats by printing the HT-el System notes. The creditor attaches the printed notes to the Certificate of Land or Property Rights in the Flats. Records become a unity with the Mortgage Certificate.

The results of services in the form of Electronic Documents issued by the HT-el System. To maintain the integrity and authenticity of Electronic Documents, the Mortgage Certificate issued by the HT-el System is given an electronic signature. Issuance of the Mortgages Right service results is carried out on the 7th day (seven) after the submission of the application is confirmed.

In the event the Credit is paid in full, the creditor immediately registers the written off Mortgage. Registration for removal of Mortgage Right shall advance through the HT-el System. The results of the Liability Services are delivered to the applicant through the HT-el and system and the Electronic Domicile.

Holders of the Mortgage Certificate are prohibited from changing the contents, manipulating, creating, changing, omitting, destroying Electronic Information and Electronic Documents so that the Electronic Information and Electronic Documents are considered as if the data are authentic; and duplicating, distributing, and transmitting, transferring or transferring, which results in the opening of Electronic Information and Electronic Documents or copies to other parties who are not involved in legal actions of Mortgage Rights.

In Indonesia, this chain of legal norms is actualized into the hierarchy of statutory regulations regulated in the Establishment of Legislation act. Article 7 paragraph (1) of Establishment of Legislation act mentions the types and hierarchy of laws and regulations in Indonesia, namely: (Zaka Firma Aditya et al, 2018:80)

1. The 1945 Constitution of the Republic of Indonesia;
2. Decree of the People's Consultative Assembly;
3. Government Act;
4. Government regulations;
5. Presidential decree;
6. Provincial Regional Regulations;
7. City Regulations.

In the Establishment of Legislation act, there is no mention of the Permen HT-el as part of the hierarchy of laws and regulations in Indonesia and cannot be said to be equal or equal to the Law -invite.

II. LEGAL CERTAINTY AGAINST LEGAL PROTECTION FOR CREDITORS TO EXECUTE MORTGAGE RIGHTS

In the formation of the Rule of Law, the first principle is built to create a clarity of Law's rule; the principle is the legal certainty. Gustav Radbruch originally introduced the principle of legal certainty in his book entitled "*einführung in die rechtswissenschaften.*" Rad Bruch wrote that in Law, there are 3 (three) basic values, namely: (1) Justice (*Gerechtigkeit*); (2) Benefits (*Zweckmassigkeit*); and (3) Legal Certainty (*Rechtssicherheit*). (Mario Julyano et all, 2019:13-22) Restrictions will be the behavior of people who are made in the form of legislation is done to protect the public.

Legal protection for the people is divided into two, namely preventive or in terms of preventing disputes. Simultaneously, repressively after a decision has been made by the government and some groups of people cannot accept it and ultimately trigger a dispute. It must be resolved in simple language to resolve the dispute (Philipus M. Hadjon, 2017:10). This protection is the result of legal disputes that occur in social life. Legal problems often occur in the community and need to resolve the dispute.

In the Mortgages Right, if the debtor fails to promise, the Mortgages Right object by the creditor who holds the Mortgages Right is sold through a public auction in the manner specified in the applicable laws and regulations. The Mortgages Right holder's creditor has the right to take all or part of the proceeds for the settlement of his receivables. g guaranteed by the Mortgages Right, with the right to precede other creditors. This is called the execution of the Mortgage Right, which is regulated in Article 20 of UUHT. (Boedi Harsono, 2003:440)

Article 20 of UUHT regulates the breach of contract or breach of contract committed by the debtor. This is determined by Law to protect creditors in good faith. If the debtor has a promise, then based on the Rights of the first Mortgage Right holder to sell the object of the Mortgage Right or the Title that is contained in the Mortgage certificate. The Mortgage Objects are sold through public auctions according to the procedure specified in the legislation to pay off the Mortgage holders' receivables with the right to precede other creditors.

Execution begins with a reprimand and ends with an auction. Specifically, regarding the sale of fixed object auctions, it must be carried out after the intention of the auction sale is announced according to local customs. While the auction sale cannot be done before the eighth day after the items have been confiscated. Similarly, the provisions in Article 200 HIR and 215 RBG, among other things, stipulates that the auction sales of objects still have to be announced beforehand twice with an interval of five-fifteen days at the daily newspaper published in the city where the object to be auctioned or on the town's most adjacent to the object to be auctioned. In article 20 of UUHT, it further regulates sales under the bill other than sales through auctions. Based on the agreement between the giver and the Right Mortgages holder, the Mortgages Right object's sale can be carried out under the hand if this

will obtain the highest price that benefits all parties. The sale can only be done after 1 (one) month has passed since the written notification by the giver and the Mortgage Holder to the parties concerned and was announced at least in 2 (two) newspapers circulating in the area concerned and the local mass media, and no party has expressed an objection.

This is different from the provisions of *Hypotheek*, which does not explicitly determine underhand sales as permitted. However, there are also no provisions that prohibit the sale of hands so that there are many doubts in the community. By expressly stated in Article 20 paragraph (2) of UUHT that the sale of Mortgage objects can be carried out under the hand if there is an agreement between the giver and the holder of the Mortgages Right, this doubt disappears. (Sutan Remy Sjahdeini, 1999:166-167)

One of them is by requesting the execution of the Mortgages Right object to the Chief Justice. This method is the last alternative after the sale effort under the hand or the sale of his power (*parate execution*) failed to be carried out. Although, as a last resort, in practice, this method is often used by banks. If the debtor fails to promise, the Bank (the creditor) will generally ask the District Court to execute the Mortgage Right based on the executable title contained in the mortgage right certificate. This is in line with the provisions of Article 224 HIR and Article 258 RBg, which regulates the execution of documents or *grosse* deeds that have an executorial title other than a court decision.

The creditor executes by applying for the Head of the District Court to execute the certificate of Mortgage. The appeal was filed by the way handed encumbrance certificate to the Chairman of the Court, accompanied by a request that issued fiat execution or writ of execution to be carried out even with security forces. This method is more effective because it does not require litigation in the sense of not having to wait for a process that takes a long time at a large cost. (Dimas Nur Arif Putra Suwandi, 2018:431) Fiat execution is one way of executing mortgages held by the Office of the auction after obtaining permission or consent in the form of determination of the Chairman of the Court. Such execution is different from the execution of *parate* execution, which can be carried out directly by the creditor without requesting the Chair of the District Court's determination or fiat execution. The Fiat execution is a way of execution carried out by basing its implementation on special permission from the Chair of the District Court. Concerning requests for fiat executions, the District Court only needs to examine the formal requirements that have been determined. (Munir Fuady, 1999:64)

Based on the fiat execution, then followed up with the issuance of the auction sale warrant. The Auction Office then implements a general sales mechanism (auction) for the Mortgage Rights object. But before the issuance of fiat executions, the debtor is first given a warning (*banning*) so that the debtor fulfills his obligations voluntarily within a certain period. Suppose after being given a warning (*aanmaning*) the debtor does

not respond or does not carry out its obligations voluntarily. In that case, the Court's Chairman shall issue a writ of execution followed by subsequent confiscation orders issued to the auction sale Auction Office. (M Khoidin, 2017:153)

In this mechanism, the Chairperson of the District Court is the auctioneer or auctioneer before the Auction Office acting for the creditors' interests, including in determining the terms of the auction. Before a public sale (auction) is carried out, it must first be announced consecutively within 15 days through a newspaper (Article 200 paragraph (7) *Herziene Indsland Reglement (HIR)*) as much as two announcements. Whereas before the announcement of the auction is issued, the debtor still has the opportunity to repay his debt, fees, and interest (Article 20 paragraph 5 of the Mortgages Rights Act and its Explanation). In practice, that has happened so far, even though the auction has been announced, but if the debtor makes payments on the debt and all costs and interest, then the auction will be stopped. (Retnowulan Sutantio et al., 1997:18)

III. CONCLUSION

There is dualism in the regulation of mortgage rights in Indonesia. This can lead to legal uncertainty, resulting in minimal protection for creditors and tends to be disadvantaged. Act No. 4 of 1996 concerning Mortgages Rights has been regulated in its entirety, starting from registration, transfer, deletion, and execution of the Mortgage. Permen HT-el can not replace or revoke UUHT. This is because there is an Establishment of Legislation act that can violate the hierarchy of existing laws and regulations in Indonesia. Improvements to the Law need to be done to change so that the Law can also be following the changing times.

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