pISSN: 2454-7107, eISSN: 2455-4189

Indian Journal of Law and Human Behavior
Volume 10 Number 1 / January - June 2024
DOI: http://dx.doi.org/10.21088/ijlhb.2454.7107.10124.2

Original Article

Consumer Protection Against Forced with Drawals by Leasing Parties Based on the Value

Jamilah[1], Anis Mashdurohatun[2], Lathifah Hanim[3]

How to cite this article:
Jamilah, Anis Mashdurohatun, Lathifah Hanim. Consumer Protection Against Forced with Drawals by Leasing Parties Based on the Value. Indian J Law Hum Behav 2024;10(1):21-28.

Abstract

The aim of this research is to analyze and find the ideal concept of consumer protection against forced withdrawals by leasing parties based on fair value. The approach method in this study is empirical juridical, the data used are primary and secondary data. Data analysis techniques through analytical descriptions. The results of the study found that consumer protection against forced withdrawals by leasing parties was not fair, forced withdrawals of debtors' vehicles often occurred in practice, causing negative impacts in the form of objections, or resistance in the field. Consumer protection against forced withdrawals by leasing parties based on the value of justice, by reconstructing Law Number 8 of 1999 concerning Consumer Protection in Article 4 letter e.

Keywords: Protection; Consumers; leasing; Forced withdrawal; Justice.

INTRODUCTION

Engagement is a legal relationship between two people/two parties based on how one party has the right to demand something from the other party, the other party is also obliged to fulfill that demand.[1]

Author Affiliation: [1-3]Faculty of Law, Universitas Islam Sultan Agung, Semarang Cental Java Indonesia.

Corresponding Author: Anis Mashdurohatun, Faculty of Law, Universitas Islam Sultan Agung, Semarang Cental Java Indonesia.

Email: anism@unissula.ac.id

Received on 24-07-2023

Accepted on 18-12-2023

Default is one of the reasons for the termination of the agreement between the lessor and the lessee. Article 1239 of the Civil Code stipulates that in the event that a party commits a default, the other party may demand compensation in the form of damages and interest. Meanwhile, Article 15 of Law Number 42 of 1999 concerning Fiduciary Guarantees (or commonly referred to as UUJF) stipulates that a fiduciary guarantee certificate has the same executive power as a court decision that has obtained permanent legal force, besides that if the debtor defaults, the recipient Fiduciaries have the right to sell objects that are objects of fiduciary guarantees on their own authority. As a result, if the lessor considers the debtor or lessee to be in default, they feel they can immediately execute the goods or collect the debtor's obligations. To do this, the leasing party or creditor has been using the services of a debt collector.

Regulation of the Chief of Police of the Republic of Indonesia Number 8 of 2011 concerning Safeguarding the Execution of Fiduciary Guarantees, which specifically regulates the procedures for executing fiduciary objects as the basis for executing fiduciary guarantees. However, in this case, for the process of efficiency and effectiveness in securing goods resulting from fiduciary guarantees, often in this case the creditor carries out his own execution of the fiduciary proceeds. In this case, it will certainly cause a situation that needs attention if the debtor does not want to hand over the fiduciary product for various reasons, even though in the form of the fiduciary agreement there has been a default or negligence in fulfilling the fiduciary agreement.

Constitutional Court Decision Number 18/ PUU-XVII/2019 states that Article 15 paragraph (2) of Law Number 42 of 1999 concerning Fiduciary Guarantees, as long as the phrase "executive power" and the phrase "same as a court decision that has permanent legal force" are contrary to The 1945 Constitution of the Republic of Indonesia does not have binding legal force as long as it is not interpreted as "against a fiduciary guarantee where there is no agreement regarding default and the debtor's objection to voluntarily handing over objects that are fiduciary guarantees, then all legal mechanisms and procedures in carrying out the execution of the Fiduciary Guarantee Certificate must be carried out and apply the same as the implementation of the execution of a court decision that has permanent legal force.[2]

It is further stated that Article 15 paragraph (3) of Law Number 42 of 1999 concerning Fiduciary Guarantees as long as the phrase "default" is contrary to the 1945 Constitution of the Republic of Indonesia and does not have binding legal force as long as it does not mean that "there is an the promise is not determined unilaterally by the creditor but on the basis of an agreement between the creditor and the debtor or on the basis of a legal remedy that determines that a default has occurred. Explanation of Article 15 paragraph (2) of Law Number 42 of 1999 concerning Fiduciary Guarantees as long as the phrase "executive power" is contrary to the 1945 Constitution of the Republic of Indonesia and does not have binding legal force as long as it does not mean "against non-existent fiduciary guarantees" agreement regarding default and the debtor's objection to voluntarily surrendering the object that is a fiduciary guarantee, then all legal mechanisms and procedures in executing the Fiduciary Guarantee Certificate must be carried out and apply the same as executing a court decision that has permanent legal force.[3]

Decision of the Constitutional Court Number 18/PUU-XVII/2019, confirms that if there is no agreement regarding breach of contract (default) and the debtor objects to voluntarily surrendering the object that is a fiduciary guarantee, then all legal mechanisms and procedures in executing the execution of the fiduciary guarantee certificate must be carried out and applies the same as the execution of court decisions that have permanent legal force. When it is related to Article 4 of Law Number 8 of 1999 concerning Consumer Protection (UUPK), what is the ideal concept of consumer protection against forced withdrawals by leasing parties based on fair values?

RESEARCH METHOD

The research method used is qualitative, with descriptive analytical type where the research data is based on data found in the field.[4] Data collection techniques are interviews, literature studies or documents.[5] Data analysis techniques include data reduction, data presentation and drawing conclusions.[6]

DISCUSSION

Consumer Protection Against forced withdrawals by leasing parties is not fair

Consumer Protection is all efforts to guarantee legal certainty to provide protection to consumers. Consumers are all users of goods and/or services available in society, both for the benefit of themselves, their families, other people and other living things and not for trading.

In essence, there are two important legal instruments that form the basis of consumer protection policies in Indonesia, namely: First, the 1945 Constitution[7], as the source of all sources of law in Indonesia, mandates that national development aims to create a just and prosperous society. The goal of national development is realized through a democratic economic development system so that it is able to grow and develop a world that produces goods and services suitable for consumption by the community. Second, Law Number 8 of 1999 concerning Consumer Protection (UUPK). The enactment of this Law gives hope to the people of Indonesia, to obtain protection for losses suffered in the transaction of goods and services. UUPK guarantees legal certainty for consumers.

In this case, the criminal responsibility of the lessor, either before or after carrying out the forced withdrawal, is the responsibility of the company, even though most of the forced withdrawals use third party media/intermediaries such as debt collectors.

Legally, the method of billing by the lessor which is accompanied by threats, insults, and terror, as well as confiscation of goods cannot be justified. This is contrary to Law Number 8 of 1999 concerning Consumer Protection. Threats, insults, confiscation of goods and terror are not proper dispute resolution efforts.

Forced withdrawals made against debtors, both physically and mentally as a result of their (lessor) ignoring their wishes. When actions that carry a criminal threat are carried out by the lessor, then there is no word of abolishing the punishment for them, except for certain reasons. The first party should use legal channels, namely through the court in resolving default problems by the second party, so that there is permanent power in confiscating goods to the debtor in the event of bad credit.

The basis for the existence of a crime is the principle of legality, while the basis for the punishment of the maker is the principle of error. This means that the perpetrator of a crime will only be punished if he has a fault in committing the crime. This also means that the perpetrator of a crime will only be punished if he has a fault in committing the crime. Theoretically, based on the theory of criminal liability, the criminal liability for the lessor is in the form of an individual (natuurlijke person), it must contain the meaning that the maker can be reproached (verwijtbaaheid) for his actions. This principle in criminal law is known as the principle of "liability based on fault", or also known as "no punishment without fault" (culpabilitas principle). Especially those related to the problem of intentionality and negligence.

The formulation of criminal responsibility in the Criminal Code does not adhere to the principle of corporate responsibility. This is based on article 59 (b) of the Criminal Code, which states that; "In cases where because of a violation a criminal offense has been determined against the board, members of the board of directors or commissioners, the board, members of the board of directors or commissioners who do not appear to be involved commit a criminal offense. In other words, a corporation cannot be considered a legal subject that can be held criminally responsible.

The subject of criminal law known in the Criminal Code is a person in a biological connotation experienced (*natuurlijke person*). Besides that, the Criminal Code also adheres to the principle of sociatas delinguere non potest, which means that legal entities are considered unable to commit criminal acts, so fictional ideas about the nature of legal entities (*rechtpersonlijkheid*) do not apply in the field of criminal law. Thus it can be said that the formulation of perpetrator's responsibility in the Criminal Code is only oriented towards individual perpetrators of criminal acts or people in the context of the biological connotation experienced (*natuurlijke person*). Then if something like this happens (*a crime*), then the criminal responsibility lies with the debt collector himself, not the responsibility of the company.

In this lessor agreement bound by a fiduciary guarantee, the fiduciary charge is carried out using an instrument called a fiduciary guarantee deed which must fulfill the conditions, namely in the form of a Notary Deed and be registered with an authorized official. With this registration, the fiduciary recipient has the right of preference, namely the right to take payment of his receivables on the results of the execution of objects that are the object of fiduciary guarantees. The right of preference is only obtained when a fiduciary is registered at the Fiduciary Registration Office and the said right is not deleted due to bankruptcy and/ or liquidation of the fiduciary giver.

If the receivables are transferred to another party, the fiduciary who guarantees the debt also transfers to the party receiving the fiduciary transfer. So if for any reason, the fiduciary object is transferred to the hands of another person, then the fiduciary for the object will still apply and there is no obligation and responsibility from the fiduciary recipient for the consequences of mistakes (intentional or negligence) of the fiduciary giver, which arise due to a relationship contractually or due to unlawful acts, in connection with the use and transfer of objects that are the object of the fiduciary guarantee.

A simple practice in fiduciary guarantees is that the debtor/party who owns the goods applies for financing to the creditor, then both parties agree to use the fiduciary guarantee for the object belonging to the debtor and a notarial deed is drawn up and registered at the Fiduciary Registration Office. Creditors as fiduciary recipients will receive a fiduciary certificate, and a copy will be given to the debtor.

The lessor agreement involves three parties, namely the provider/supplier of the goods, the finance company providing the funds, and the lessee/user of the goods. But in Indonesia, based

on Minister of Finance Regulation No. 84/PMK. 012/2006 concerning Financing Companies, financing agreements can only involve two parties, namely the finance company and the lessee/user of the goods. According to Article 3 paragraph 2 of the PMK concerning Financing Companies, financing agreements, the lessor's business can be carried out by purchasing goods belonging to the lessee/ user of the goods and then leasing them back to the former owners. So not only new items can be rented, used items are also allowed. The lessor's practice of buying the lessee's property and then leasing it back is actually a loan of money by providing collateral. It's just that the legal construction is different, the lessor with a purchase option based on legal consequences is almost the same as a lease-purchase.

Unlike the buying and selling institutions on credit, here the user of the goods acts as the owner according to the title of buying and selling. It's just that the payment is made in installments. The installment is considered a debt so that if the goods are not used as collateral, then the goods cannot be withdrawn without going through a court process. However, usually for credit sale and purchase agreements like this, the goods purchased are then used as collateral.

The guarantee institution used is a fiduciary guarantee (FEO–*Fiduciare Eigendom Overdracht*). Fiduciary guarantees provide benefits for users, because the goods do not need to be handed over to the finance company, only proof of ownership is sufficient (if it's a motorbike, it means handing over the BPKB). The goods/objects can still be used and the finance company can withdraw the collateral if the user defaults or breaks a promise. Based on PMK No: 130/PMK.010/2012 concerning Financing Companies, financing agreements, without a fiduciary guarantee (and fiduciaries must be officially registered), goods/objects cannot be withdrawn by the finance company.

Finance companies more often take advantage of the power of 'executive power' in the Fiduciary Guarantee Law. Collection officers (debt collectors) were sent to subdue debtors at all costs. Moreover, one of the articles of OJK (Financial Services Authority) Regulation No. 35/POJK.05/2018 it turns out that submitting mandatory execution techniques according to the provisions of the laws and regulations governing collateral. In this case, utilizing the power of 'executive power', fiduciary guarantees are legally carried out by creditors.

The court has tried to rectify the implementation of the 'executive powers' before the Constitutional Court's decision was handed down. In October 2013, the Supreme Court convicted the bank and other parties being sued. The defendants were found guilty of committing unlawful acts when collecting credit by means of terror and intimidation. Sanctions were imposed to pay compensation jointly to the plaintiff in the amount of IDR 1 billion.

The contents of the considerations of the panel of cassation judges who decided case No. 3192K/ Pdt/2012 clearly reads, "That Defendant I's actions in collecting credit were unprofessional because they prioritized the use of intimidation and thuggery approaches rather than other approaches that position customers as bank partners, and therefore it is proper and fair if the Defendant is sentenced punishment to pay compensation to the Plaintiff which is heavier".

After the Supreme Court's decision, came the Constitutional Court's decision. The interpretation of the Constitutional Court needs to be followed up by stakeholders. Regulations need to be improved so that they are in line with the views of the Court. For example, execution guidelines. Especially when it involves court permission for execution. OJK Regulation No. 35/POJK.05/2018 proved ineffective until finally a debtor sought justice up to the Constitutional Court.

It is very possible that the problem lies with OJK supervision. The OJK (Financial Services Authority) order that the technical execution of collateral must comply with the provisions of laws and regulations governing collateral is the basis. Finance companies feel confident that so far they have carried out according to the Fiduciary Guarantee Law. Now the Constitutional Court has stated that there is a mistake in the norms of the Fiduciary Guarantee Law.

In Law Number 4 of 1996 concerning Mortgage Rights over Land and Objects Related to Land (UUHT) there is a similar provision of 'executive power'. Article 6 of the Mortgage Law states that if the debtor defaults, the first Mortgage holder has the right to sell the Mortgage object under his own authority through a public auction and collect the settlement of his receivables from the proceeds of the sale. It is not clear how the default is assessed as referred to in Article 6 of the Mortgage Law. Another thing of concern is debt collectors. They are parties usually assigned by creditors as executors of fiduciary guarantee execution. Usually it is a third party service that is hired by the creditor. Unfortunately, these debt collectors are often recorded as having taken arbitrary actions on behalf of creditors.

Violence and intimidation that violates the law also occurred, such as the case that was decided by the Supreme Court in 2013. Even though OJK Regulation No. 35/POJK.05/2018 has also provided qualification rules for billing and execution functions. Article 65 paragraph (5) OJK Regulation No. 35/POJK.05/2018 stipulates that employees and/or outsourced finance companies who handle the function of collecting and executing collateral must have a professional certificate in the field of billing from a Professional Certification Agency in the field of financing registered with the Financial Services Authority.

OJK can impose sanctions up to the revocation of business licenses if finance companies disobey. The use of debt collectors who do not meet professional qualifications is an offense. Unfortunately there are no further provisions regarding the qualifications and work standards of the debt collector profession that are made public. It only states that the Professional Certification Institution in the financing sector must be registered with the OJK.

The Ideal Concept of Consumer Protection Against Forced Withdrawals by Leasing Parties Based on the value of Fairness

Legal protection according to Sartjipto Raharjo aims to integrate and coordinate various interests in society because in a traffic of interests, protection of certain interests can only be done by limiting various interests on the other side.[8]

Legal protection is to provide protection for human rights that are harmed by other people and this protection is given to the community so that they can enjoy all the rights granted by law or in other words legal protection is various legal remedies that must be given by law enforcement officials to provide a sense of security, both mentally and physically from disturbances and various threats from any party.[9]

The theory of legal protection is a development of the concept of recognition and protection of human rights (HAM) that developed in the 19th century. The direction of the concept of recognition and protection of human rights is the existence of restrictions and placing obligations on society and the government.[10] Legal protection is an action or effort to protect society from arbitrary acts by authorities that are inconsistent with the rule of law, to create order and tranquility so as to enable humans to enjoy their dignity as human beings.[11]

According to Phillipus Hadjon, there are two forms of legal protection, the first is preventive legal protection, meaning that people are given the opportunity to express their opinions before a government decision gets a definitive form that aims to prevent disputes from occurring. Second, repressive legal protection that aims to resolve disputes.

The law is nothing but aimed at realizing what is referred to in the expression the greatest happiness for the greatest number. This theory rests on the location of the element of utility which is based on a social philosophy that every individual seeks happiness and the law is part of one of his tools. One of the objectives of law that has been stated in various literatures is that the purpose of law is solely to provide the greatest benefit or happiness for as many members of society as possible. For Bentham, law as law is acceptable if the law aims to achieve abundance, protect status and property, and minimize injustice.[12]

The view of justice in national law is rooted in the basis of the state. Pancasila as the basis of the state or state philosophy (*fiolosofische grondslag*) has been maintained until now and is still considered important for the Indonesian state. Axiologically, the Indonesian nation is a supporter of Pancasila values (a subscriber of Pancasila values). The nation of Indonesia which has God, which is humane, which is united, which has citizenship, and which is socially just.

As a supporter of values, it is the Indonesian people who appreciate, recognize, and accept Pancasila as something of value. Recognition, appreciation and acceptance of Pancasila as something of value will appear to reflect in the attitudes, behavior and actions of the Indonesian people. If the acknowledgment, acceptance or appreciation is reflected in the attitudes, behavior and actions of Indonesian people and the nation, in this case it is also the bearer of the attitudes, behavior and actions of Indonesian people. Therefore, Pancasila as the highest national source of law and as its rationality is the source of national law for the Indonesian nation.

The view of justice in the national law of the Indonesian nation is focused on the basis of the state, namely Pancasila, whose fifth precept reads: "Social justice for all Indonesian people". What is at issue now is whether what is called fair according to the conception of national law which originates from Pancasila.

In a debt receivable relationship, where there is an obligation to perform from the debtor and rights to achievement from the creditor, the legal

relationship will run smoothly if each party fulfills its obligations. However, in relation to accounts payable that can be collected (opeisbaar), if the debtor does not fulfill the performance voluntarily, the creditor has the right to demand fulfillment of his receivables (verhaal rights; execution rights) against the debtor's assets used as collateral.

Based on Article 1238 of the Civil Code, the debtor is negligent and therefore defaults, if he has been subpoenaed (reprimanded), he still does not fulfill his obligations properly or if he is for the sake of his own engagement, he must be considered negligent after the allotted time has passed. In the UUJF the term default is not used but default, as stipulated in Article 15 paragraph (3) which reads, if the debtor defaults, the fiduciary recipient has the right to sell objects that are objects of fiduciary guarantees on his own power.

Furthermore, the implementation of the execution is regulated in Article 29 paragraph (1) of the UUJF, namely if the Debtor or Fiduciary Giver defaults, the execution of objects that are objects of fiduciary guarantees can be carried out by:

A. Implementation of executorial title as referred to in Article 15 paragraph (2) by Fiduciary Recipients.
B. Sales of objects that are objects of fiduciary guarantees on the Fiduciary Recipient's own power through a public auction and taking the settlement of the receivables from the proceeds of the sale.
C. Underhand sales are carried out based on the agreement of the Fiduciary Giver and Recipient if in this way the highest price that benefits the parties can be obtained.

There are three possibilities for the results of the auction or sale of fiduciary collateral items, namely:[13]

D. The execution result is the same as the collateral value, so the debt is considered paid off.
E. Execution results exceed the loan, the fiduciary recipient must return the excess to the fiduciary giver.
F. The results of the execution are not sufficient to pay off the debt, the idusia giver remains responsible for the underpayment.

In practice, even though it is not stated in the UUJF, of course the creditor can take the usual execution procedure through an ordinary lawsuit to court.[14]

Regarding fiduciary execution through ordinary lawsuits, Munir Fuady argues, although it is not stated in the UUJF, the creditor does not follow the usual execution procedures through ordinary lawsuits to court. Because the existence of the UUJF with special execution models is not to abolish the general procedural law, but to add to the provisions in the general procedural law.[15]

In order to prevent deviations from the method of execution that has been stipulated in Article 29 paragraph (1) of the UUJF, there is a strict prohibition as regulated in Article 32, that every promise to carry out the execution of objects that are objects of Fiduciary Guarantees in a manner that is contrary to the provisions referred to in Article 29 and 31, null and void.

In the event that the fiduciary giver is not willing to surrender the object that is the object of the fiduciary guarantee at the time the execution is carried out, the fiduciary recipient has the right to take the object that is the fiduciary object and if necessary can ask for assistance from the authorities. This refers to Article 30 UUJF, which states. The Fiduciary Giver is obliged to surrender objects that are objects of fiduciary guarantees in the framework of executing the Fiduciary Guarantee. Then in Article 34 it is stated, in the event that the results of the execution are not sufficient to pay off the debt, the remainder is still the responsibility of the debtor, and in the event that the results of the execution are in excess, the fiduciary recipient is obliged to return it to the debtor.

In Decision Number 18/PUU-XVII/2019, the Constitutional Court changed the execution mechanism for fiduciary guarantee objects as long as they were not given voluntarily by the debtor. When initially Law No. 42/1999 concerning Fiduciary Guarantees allows creditors to execute fiduciary collateral objects themselves, as of January 6 2020 creditors must submit a request for execution to the District Court (PN).

To secure the implementation of the execution of fiduciary guarantees, the National Police issued Chief of Police Regulation (Perkap) No 8 of 2011. Coming into force since last June 22, this Perkap aims to carry out the execution of fiduciary guarantees in a safe, orderly, smooth and accountable manner.

In Article 2 of the regulation the Chief of Police explains the purpose of issuing the regulation, namely:

1. The execution of Fiduciary guarantees in a safe, orderly, smooth and accountable manner; And
2. Protecting the safety and security of Fiduciary

Guarantee Recipients, Fiduciary Guarantee Providers, and/or the public from actions that can cause loss of property and/or life safety.

Article 3 of this regulation explains the principles of the regulations, namely:

1. Legality, namely the implementation of securing the execution of fiduciary guarantees must be in accordance with the provisions of laws and regulations
2. Necessity, namely the security of the execution of fiduciary guarantees is given based on an assessment of the situation and conditions faced
3. Proportionality, namely the security of the execution of fiduciary guarantees is carried out by taking into account the nature of the threats faced and the involvement of forces
4. Accountability, namely the implementation of securing the execution of fiduciary guarantees can be accounted for

In Article 6, the Security Requirements Include:

1. There is a request from the applicant
2. Have a fiduciary guarantee deed
3. Fiduciary guarantees are registered at the Fiduciary Registration Office
4. Have a fiduciary guarantee certificate
5. Fiduciary guarantees are in the territory of the Indonesian state

It is hoped that with the issuance of this Chief of Police regulation, the execution of fiduciary guarantees will be carried out in a manner that is in accordance with legal procedures. So that there is no more violence and intimidation to debtors. For creditors themselves, with this regulation from the Chief of Police, they will get legal certainty and security in carrying out executions.

Consumer Protection in Article 4 letter e, by replacing the words appropriately and fairly, so that it reads: ***Consumer rights are:***

A. the right to comfort, security and safety in consuming goods and/or services
B. the right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions as well as promised guarantees
C. the right to correct, clear and honest information regarding the conditions and warranties of goods and/or services
D. the right to have their opinions and complaints heard about the goods and/or services used
E. the right to obtain advocacy, protection, and efforts to settle consumer protection disputes in a just manner

CONCLUSION

Consumer protection against forced withdrawals by leasing parties is not fair, these financial institutions generally use agreement procedures that include fiduciary guarantees for fiduciary collateral objects. However, what happens in the field is that the withdrawal of vehicles as experienced by the debtor often occurs in practice. Because it often has a negative impact in the form of rebuttals, or resistance in the field. Consumer protection against forced withdrawals by leasing parties based on the value of justice, by reconstructing Law Number 8 of 1999 concerning Consumer Protection in Article 4 letter.

REFERENCES

1. Lukman Santoso, 2012, *Hukum Perjanjian Kontrak*, Cet. I, Cakrawala, Yogyakarta, page.8.
2. Khoirul Anwar, Fiduciary Collateral Object Execution Mechanism Post Constitutional Court Decision Number 2/PUU-XIX/2021, International Journal of Social Science Research and Review, Volume 6. Issue 2, February, 2023, pp.194-198
3. Anis Mashdurohatun, Eyrsa Setya Kurnia, The Settlement Model Against Credit Agreements Between Creditors and Debtors, International Journal of Law Reconstruction, Volume 4 Issue 2, 2020.pp.124-135.
4. Bernhard Limbong, Pengadaan Tanah Untuk Pembangunan, Margaretha Pustaka, Jakarta, 2015, page. 220-221 see too Maniah; Bin Bon, Abdul Talib; Hariadi, Andi Kahar; Gunarto; Mashdurohatun, Anis; *et al*. Mapping the Competencies and Training Needs of Human Resources to Improve Employee Performance in Indonesia After the Covid-19 Pandemic, Quality - Access to Success, 2023, 24(195), pp. 219–225.
5. Gusti Ayu Ketut Rachmi Handayani, I., Gunarto, G., Mashdurohatun, A., Gusti Putu Diva Awatara, I., Najicha, F.U, Politic of legislation in Indonesia about forestry and the mining activity permit in the forest area of environmental justice Journal of Engineering and Applied Sciences, Volume 13, issue, 6, 2018, pp.1430-1435. Bimo Bayu Aji Kiswanto, and Anis Mashdurohatun, The Legal Protection Against Children Through A Restorative Justice Approach, Law Development Journal, Volume 3 Issue 2, June 2021, Page 223-

231.

6. Mukti Fajar ND dan Yulianto Achmad, Dualisme Penelitian Hukum Normatif dan Empiris, Pustaka Pelajar, Yogyakarta, 2010, Page. 183. Anis Mashdurohatun, Gunarto & Oktavianto Setyo Nugroho Concept of Appraisal Institutions in Assessing The Valuation of Intangible Assets on Small Medium Enterprises Intellectual Property as object of Credit Guarantee to Improve Community's Creative Economy, JPH: Jurnal Pembaharuan Hukum, Volume 8, Number 3, December 2021.
7. Anis Mashdurohatun, Yuris Tri Naili, Teguh Prasetyo, Amin Purnawan, Regulating the Management of Private Higher Education Based on the Values of Justice, J. Legal Ethical & Regul. IssuesVolume 24, 2021., pp.1-12.
8. Hanifah Sartika Putri, 2019, *Perlindungan Hukum Terhadap Keselamatan dan Keamanan Pengemudi Ojek Online Untuk Kepentingan Masyarakat*, Jurnal Pembangunan Hukum Indonesia, Vol. 1, No. 3, Year 2019.
9. Satjipto Rahardjo, 1993, *Penyelenggaraan Keadilan Dalam Masyarakat Yang Sedang Berubah*, Jurnal Masalah Hukum, Universitas Diponegoro, Semarang, page. 73.
10. Luthvi Febryka Nola, 2016, *Upaya Perlindungan Hukum Secara Terpadu Bagi Tenaga Kerja Indonesia* (TKI), Jurnal Negara Hukum, Vol. 7, No. 1, Juni 2016.
11. Setiono, 2004, *Rule of Law* (Supremasi Hukum), Magister Ilmu Hukum Program Pascasarjana Universitas Sebelas Maret, Surakarta, page 3.
12. Jeremy Bentham, 2016, *Teori Perundang-Undangan Prinsip-Prinsip Legislasi, Hukum Perdata dan Hukum Pidana*, Cet. IV, (terjemahan Nurhadi), Nuansa Cendekia, Bandung, page. 26.
13. Titik Triwulan Tutik, 2013, *Hukum Perdata dalam Sistem Hukum Nasional*, Jakarta, Kencana, page. 187.
14. Munir Fuady, 2013, *Jaminan Fidusia*, PT. Aditya Bakti, Bandung, page. 62.
15. Ibid, page.63