

# Legal protection of buyers in the transfer of receivables by banks in cessie

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## ABSTRACT

Banks play an important role as a forum for collecting and distributing public funds effectively and efficiently. Bill transfer (cessie) is one of the mechanisms used by banks in the context of risk management and financial efficiency. In practice, this delivery often gives rise to legal problems, especially related to protecting the rights of billing buyers. This research aims to analyze legal protection for buyers in concession transfers by banks and enforce the laws resulting from these transfers. The research method used is Juridical-Normative with a statutory-regulatory approach. The research results show that sending via cessie must comply with the provisions in Article 613 of the Civil Code (Civil Code), including notification to the debtor. Legal protection for buyers can be found in various regulations, including the Banking Law, Civil Code, as well as the principle of good faith in civil transactions. However, in some cases, the unclear legal status of the debtor after credit transfer often results in peace between the parties involved.

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## 1. INTRODUCTION

Banks play an important role as a place to collect and distribute public funds effectively and efficiently. The function of banks as "financial intermediaries" is a business activity to collect and distribute public funds or transfer money from savers to borrowers. This is in line with the main function of banks as regulated in Law Number 7 of 1992 concerning Banking as amended by Law Number 10 of 1998, in Article 1 paragraph (2) it is stated that: "A bank is a business entity that collects funds from the public in the form of savings and distributes them to the public in the form of credit and/or other forms in order to improve the standard of living of the people."

In credit distribution, banks apply the principle of prudential banking, the Bank will analyze in depth each credit application from its customers to ensure that banking operates safely, healthily and reliably so that the bank can gain confidence that the debtor can repay his loan as agreed. One of the factors that convinces the bank to its debtor customers is to submit collateral (both material collateral and personal collateral). This shows the important role of guarantee institutions in banking credit. (Sayidati Sholichah, 2023).

Banks in distributing funds in the form of credit to the public, banks generally always implement the principle of prudence (caution) to ensure that their money can be returned on time, but the possibility of default always exists. Credit that has been given does not always run smoothly. If there

is a credit payment that is not smooth or stalled, the Bank will provide a Warning Letter or abbreviated as SP SP 1, SP 2 and SP 3. If the debtor still cannot continue paying the credit installments, then several methods can be done by the Bank, One of which is the transfer of debt collection rights or cession.

Cession is essentially a method or form of transferring receivables in the name of an old creditor (cedent) to a new creditor (cessionary). This transfer can occur due to a legal act such as a sale and purchase agreement between an old creditor and a new creditor. In general, this transfer by cession occurs because the old creditor needs his money back quickly, so the old creditor sells his receivables to a third party and then the third party will receive payment from the debtor when his receivables are due. (Indra Tarigan, 2020).

Credit settlement through the cession process has its advantages and disadvantages, because in this system the purchase made by the cessionary buyer (cessionaris) only buys the receivables, not the collateral object. The cessionary buyer cannot claim full ownership of the cession guarantee that has been purchased from the bank even though he has signed the cession deed, because what is transferred is only the right to collect from the debtor in accordance with Article 16 of the Mortgage Law Number 4 of 1996, so that the cessionary buyer can only and has the right to collect his receivables (replacing the bank as creditor) not as the full owner.

The transfer of receivables through cession is often used as an alternative to resolving bad debts by banks. However, the lack of clarity in the regulations regarding the obligation to notify and approve debtors makes this cession process vulnerable to legal disputes, because it does not provide legal certainty for debtors. As well as the ignorance of the cession buyer regarding the cession deed which cannot function like a Deed of Sale and Purchase. Therefore, the deed is not yet sufficient to be used as a tool for the process of transferring rights and changing the name of the certificate (Aulia & Kawuryan, 2018).

The cession buyer needs legal protection to ensure that they make purchases of bank collateral assets with the cession system. whether in accordance with the cession procedure regulated by law or not, and the cession buyer must pay attention, there are many cases of cession problems, one example is Bank A transferring debt collection rights to the cession buyer without notifying or being recognized by the debtor, which can cause unclear payment rights for receivables to be paid by the debtor because of the transfer and there is also the problem of the cession buyer's ignorance that the cession deed is not a purchase of collateral objects, but only the purchase of receivables that are transferred .

## **2. METHOD**

### **2.1 Research Type**

Based on the title to be discussed in order to get results and be useful, this research uses normative juridical research. Normative juridical research is research that focuses on the study of laws and regulations, legal principles, legal systematics, legal synchronization, research on legal history, and comparative legal research. In this writing, the scope that the author will use is by examining the laws and regulations, as well as legal principles.

### **2.2 Research Approach**

The approach used in the preparation of this thesis with a normative juridical research type, the author uses a statutory approach (Statue Approach), which is an approach carried out by examining or identifying and analyzing various legal rules that are the focus of research, including the Civil Code. The author also uses a legal concept approach (Conceptual approach), namely an approach by examining the literature in accordance with the research as well as doctrines that develop in the insight of existing legal science, in the form of concepts, principles that can be used by the author to get ideas that help in writing this research.

### **2.3 Legal Materials**

Legal materials related to the issues raised consist of primary legal materials and secondary legal materials. Primary legal materials are legal materials that have authority or primary legal materials are also often referred to as norms containing rules, which are the result of actions or activities carried out by authorized institutions such as laws and regulations. In this problem, the primary legal materials used are: Civil Code; Law Number 4 of 1996 concerning Mortgage Rights; Law Number 10 of 1998 concerning Banking; POJK Number 26 of 2024 concerning the expansion of banking

business activities. Secondary legal materials are materials that provide explanations of primary legal materials. In this research, secondary legal materials used are textbooks written by legal experts, legal journals, articles, the internet, and other sources that have a correlation to support this research.

#### **2.4 Procedure Collection and Processing of Legal Materials**

This research the author collects data with library research because it is based on the type of secondary data. This intends to collect by examining and analyzing sources of legal materials that support the writing of this thesis. Based on studying literature books and previous research, studying and quoting from books and laws and regulations related to this research or various legal materials and legal studies and scientific papers related to the problem being studied.

#### **2.5 Legal Material Analysis**

Analysis of legal materials is to utilize legal materials that have been collected to solve problems in this study, the analysis in this study uses normative juridical research methods because this research leads to theoretical studies. The legal material obtained is analyzed through a qualitative analysis approach, namely by conducting observations of the legal material obtained and then connecting it with each other legal material that is in accordance with the problem and then drawing conclusions with inductive logic, which means thinking from specific things to more general things, using normative legal tools, namely interpretation and legal construction and then analyzed with qualitative methods so that conclusions can be drawn with deductive methods that produce conclusions that are general to the problems and research objectives.

### **3. RESULTS AND DISCUSSION**

#### **3.1 Legal consequences of transfer of receivables through cessie which is not followed by notification and approval of the debtor**

##### **3.1.1 Resulting in null and void**

The transfer of receivable rights through cessie must be carried out in accordance with legal provisions, especially notification to the debtor. If the notification is not made or does not receive prior approval, there are several legal consequences that can arise, both for the original creditor (cedent), the new creditor (cessionaris), and the debtor can be null and void according to the journal of Agung La Tentritata.

The transfer of receivables (cessie) to third parties based on the Civil Code is a way of transferring receivables or bills and rights arising from an agreement in the form of an authentic deed or under the hand can be transferred to another party. So that the transfer of receivables or what is often referred to as cessie is regulated and justified by the Civil Code.

The validity of the transfer of receivables (Cessie) must be in accordance with the provisions in Article 613 of the Civil Code. The cessie deed must be made by fulfilling the subjective and objective requirements as referred to in Article 1320 of the Civil Code, namely the agreement of the parties, legal capacity, the object is clear and allowed by legal provisions and customs prevailing in the community.

The transfer of receivables (cessie) may be carried out repeatedly provided that it must fulfill these provisions. The legality of a transfer of receivables carried out can affect the transfer of the mortgage rights that guarantee the receivables. Receivables secured by mortgage rights that are transferred by cessie, the mortgage rights will also be transferred to the new creditor. The transfer of the mortgage right to the new creditor cannot take effect if the mortgage right is not registered at the land office.

Receivables on behalf of are receivables whose payment is made to the party whose name is written in the receivable letter. However, with the notification of the transfer of receivables on behalf of the new creditor, the debtor is bound to pay to the new creditor and not to the old creditor.

The recipient of the transfer of receivables or the cessie buyer must obtain an agreement and involve the debtor and obtain approval in accordance with applicable regulations. The transfer of each receivable is carried out with the submission and approval of the owner of the object of the mortgage or the heirs recognized by the parties and the state. The submission of these receivables must be in accordance with the rules described in Article 613 of the Civil Code that these submissions receive notification and approval from the debtor because if the transfer of rights to credit without the knowledge of the debtor, the action can be considered unlawful.

Payment of the cessus to the cessionary can occur if there is a notification submitted by the cessionary or cedent, so that the payment or installment of credit can be said to be valid, after the

debtor (cessus) gets official notification of the cessie, that the notification obligation is in accordance with Article 613 paragraph (2).

Cessie can be carried out based on the credit agreement made, as long as there is a clause regarding cessie in the agreement. However, the clause must not conflict with Article 613 of the Civil Code, where cessie must be with the knowledge or consent of the debtor in writing and evidenced by the deed of transfer of receivables either authentically or under hand.

To avoid existing problems and to avoid multiple interpretations that often arise in the practice of cessie, especially in the implementation of purchasing assets in cessie, more specific legal certainty is needed in regulating cessie, such as in relation to the procedure for implementing cessie.

The implementation of cessie can occur when the creditor does not notify and has not received approval from the debtor. The transfer of receivables by cessie in Indonesia has not been specifically regulated both procedurally and technically in the preparation of documents and so on, resulting in multiple interpretations in its implementation. Not least, the cessie action taken by the creditor raises new problems between the parties. Especially for Debtors who often feel aggrieved by the cessie actions taken by Creditors without any approval and notification.

As a result of not notifying the transfer of receivables by cessie and not getting approval from the debtor, it causes objections from the Debtor, which then the Debtor files a lawsuit to the new Creditor through the court or through litigation.

The existence causes legal uncertainty. Legal certainty is one of the objectives of the law. With legal certainty, all legal actions can run orderly and can be accounted for. On the contrary, if an activity or legal action does not have legal certainty, it will cause new polemics that are difficult to avoid in the midst of society.

Differences of opinion in interpreting cessie lead to disputes between debtors and cessie buyers. For example, what happened in the case experienced by Debtor A. A had a loan at Bank Danamon with a principal debt of Rp 1,200,000,000, - (One Billion Two Hundred Million Rupiah) with a land plot with an area of 150 m<sup>2</sup> on Jl Margorejo Timur Surabaya as collateral. Debtor A has difficulty paying, several efforts have been made from starting credit restructuring and others, but A still cannot pay his credit installments, even past 6 installments, so it can be said bad credit. Various efforts have been made to be able to pay, but the approach taken by Bank Danamon to debtor A has not produced anything. A can be said to be in default because he is in arrears on home ownership loans.

Therefore, the bank issued a notice of transfer of cessie, if the debtor within a certain period of time could not pay, the debt would be transferred. However, A still has no good faith to pay, so the bank sells his receivables or transfers his receivables to a new creditor, namely Mr. J.

Mr. J received an offer from Bank Danamon to purchase the receivables secured by the house, because Mr. J was a priority customer at the bank. Mr. J as a new creditor did not know what a cessie purchase was, so he carried out procedures that were not in accordance with legal provisions, namely by notifying the debtor and obtaining approval. As a result, Mr. J was sued by A. Actually, based on the credit agreement they made, between the old creditor and the debtor, there is a clause that mentions the transfer of cessie to another party “.

Based on the agreement, the clause regarding Cessie in the agreement is contrary to Article 613 of the Civil Code. Article 613 of the Civil Code states that “This submission has no effect on the debtor before the submission is notified to him or agreed to in writing or acknowledged.”

According to the journal of Agung La Tenritata, the purpose of the article is quite clear, that Cessie can be declared valid if the transfer of receivables is notified or approved by the debtor or in this case the debtor, namely A. While the clause in the credit agreement contains a statement “When there is a transfer, the bank or new creditor is not obliged to notify the debtor regarding the implementation of the cessie to another party”, then the clause cannot be justified.

The agreement can be declared null and void because it does not comply with the objective requirements as contained in Article 1320 of the Civil Code, for the validity of an agreement four conditions are required, namely Agreement, Capability, Regarding a certain matter (the object is clear) and a permissible cause (La Tenritata et al., 2022) as a result of no notification and approval by the debtor will result in: null and void and a lawsuit.

### **3.1.2 Lawsuit Occurs**

In practice, cessie often causes problems between the parties. Many cessie cases occur, especially between debtors and banks. Researchers describe an example of a case that has been explained in the main sentence of the paragraph, the cessie buyer, namely Mr. J, who has bought his receivables

at Bank Danamon because Mr. J does not know about the cessie procedure which is not followed by notification and approval so that the cessie buyer results in a lawsuit by the debtor.

The lawsuit referred to according to the Ade Darmawan Basri journal in the transfer by cessie is a contentious lawsuit and a voluntary lawsuit, and the submission can be filed in the Religious Court or the District Court. If the cessie case is on the side of Islamic banking then the case can be registered with the Religious Court in accordance with its respective competence in accordance with statutory provisions in relation to judicial competence and other competencies.

The cessie case is on the general banking party or in other words a conventional bank, then the lawsuit can be submitted to the District Court in accordance with its respective competence. In the form of lawsuits filed can also use voluntair lawsuits and contentiosa lawsuits. If there is a dispute in the cessie case, such as the old debtor to vacate the residence to be purchased by the new debtor, it can be requested to the judge in the petitum of the lawsuit to vacate the house in a completely empty state in court.

However, if the case of transfer of receivables with the cessie scheme does not contain a dispute, a voluntair lawsuit can be filed or an application can be submitted to the court in accordance with its competence, both absolute competence and relative competence must be adjusted so as not to violate the applicable laws or regulations (Ade Darmawan Basri: 2020) So from some of these consequences, the cessie buyer will get a lot of losses for things done without consent and notification.

### **3.2 Protection for buyers in transition receivables in general cessie by bank**

#### **3.2.1 Making act cessie by notary as legal certainty for buyers cessie**

Notary is a Public Official authorized to make authentic deeds regarding all acts, agreements, and provisions required by laws and regulations and / or desired by those concerned to be stated in an authentic deed, guarantee the certainty of the date of making deeds, store deeds, provide grosse copies and deed citations, all insofar as the making of these deeds is not also assigned or excluded to other officials or other persons stipulated by law. Based on the authority granted to the Notary, as explained above, then in accordance with the provisions of Article 613 of the Civil Code, the transfer must be evidenced in writing by an authentic deed before a notary or under the hand.

The existence of a cessie deed as authentic evidence explaining that there has been a transfer of receivables from the old creditor to the new creditor is very important, where the existence of the deed is one of the requirements in the process of validity of the transfer of rights.

The making of a cessie deed must be based on the legal requirements of an agreement, which have been regulated by the Civil Code in Article 1320 which states: Agreement of those who bind themselves; Capacity to make an obligation. (legal capacity); A certain thing; A halal cause.

If these four elements have been fulfilled in an agreement, then the agreement will be considered valid. Regarding the agreement, this is in accordance with the provisions contained in Article 613 of the Civil Code, that there is a need to seek approval from the Debtor before transferring the cessie. With the transfer of receivables to the new creditor, the right of collection will be transferred to the new creditor. The debtor must pay the debt to the new creditor.

As a result of the transfer of receivables by cessie, the receivables or bills are not erased, but merely transferred from the old creditor to the new creditor. Therefore, in cessie, the encumbrance agreement, which is an accessory agreement that follows the main agreement, is also transferred to the new creditor.

The transfer of receivables in cessie does not necessarily mean that the cessie buyer can obtain ownership of the house collateral object. However, there are other legal actions that must be taken. The new creditor must make an agreement or negotiation with the debtor about the payment of the debt. Notification of payment must be made by the cessionary for a period of 3 weeks starting with SP 1, SP 2 and SP 3. If after the notice there is no clarity or there is no good faith to pay, the cessie buyer can carry out the process of confiscating the collateral object, for sale, either by direct sale with the consent of the debtor or through an auction mechanism.

The application of cessie, especially in the practice of purchasing assets in cessie, cessie procedures vary in each agency, most cessie buyers carry out the process of confiscating collateral objects through the auction mechanism because the debtor's problem is not cooperative and does not have good faith to pay so that the cessie buyer has the right to confiscate one of them through this auction, before attempting to auction the object.

Based on the Law on Mortgage Rights Article 20 paragraph (1) which states "if the debtor is in default, then based on:

- a. The right of the first Mortgage Rights holder to sell the object of Mortgage Rights as referred to in Article 6 or;
- b. The executorial title contained in the Mortgage Rights certificate as referred to in Article 14 paragraph (2). The object of the Mortgage Rights is sold through a public auction according to the procedures stipulated in the laws and regulations to settle the receivables of the holder of the Mortgage Rights with prior rights to other creditors (Tenritata et al., n.d.).

The cession buyer's ignorance about the cession deed that the cession deed does not function as a sale and purchase deed to transfer the object of credit collateral bound by a mortgage is one that can be done by the cession buyer by transferring ownership through Execution.

The transfer of debt collateral objects through execution can be done in the following ways: Sale by the power of the holder of the mortgage, which is as regulated by the provisions of Article 20 paragraph (1) jo Article 6 of Law No. 4 of 1996: Article 6 "If the debtor is in default, the first holder of the Mortgage Rights has the right to sell the object of the Mortgage Rights under his own power through a public auction and take repayment of his debt from the proceeds of the sale". As for article 20 paragraph (1) which contains "(1) If the debtor is in default, then based on:

- a. the right of the first holder of the Mortgage Rights to sell the object of the Mortgage Rights as referred to in Article 6, or
- b. the executorial title contained in the Mortgage Rights certificate as referred to in Article 14 paragraph (2), the object of the Mortgage Rights shall be sold through a public auction according to the procedures stipulated in laws and regulations for the repayment of the receivables of the holder of the Mortgage Rights with prior rights to other creditors."

The holder of the Mortgage Rights requests the State Auction Office (KPKNL) or a private auction office to conduct a public auction. The proceeds from the sale of the credit guarantee object are handed over by the auction office to the bank or cession buyer for the repayment of the debtor's debt. The transfer of ownership of credit collateral carried out by KPKNL to the cessionary through minutes of auction in accordance with statutory provisions such as those related to the provisions of mortgage rights, will provide legal certainty and convenience for the new creditor concerned in general, it will be more secure in obtaining ownership of credit collateral purchased with the cession mechanism (BAHSAN, 2010).

Related Transition right on credit from old creditors to creditors new that Act *cession* Which made by Notary Public Which will become guidelines for carry out the transition process right on the object transition that done on the book the land and the relevant Mortgage Rights certificate which is used as collateral guarantee, therefore that existence deed *cession* as tool proof authentic that explains that Correct has happen a transition receivables from old creditors to creditors new. Very important, which is the existence of deed the as one of the condition in the process of transition right on object nya, for do transition on the object.

Buyer *cession* must notice handover *cession*. Submission must done with agreement written and notified to debtor, if the transition No can consent and not he admitted handover the so handover the cancelled for the sake of law as explained in Article 1155 of the Civil Code and 613 of the Civil Code (Ilham Muzzaki & Aris Machmud, 2023)

- a. Article 1155 of the Civil Code "If by the party party who promised No agreed other, so If debtor or giver pawn No fulfil his obligations , after the past term time Which determined, or after done warning for fulfillment agreement in matter no there is provision about term definite time, creditors entitled for sell goods the mortgage in front general according to habits local and with common requirements applies, with the aim is that the amount of debt with interest and fees can paid off with results sale that. When pawn that consists of goods merchandise or and effect - effect Which can traded in stock exchange, so its sales can done on the spot that too, as long as with intermediary between two expert broker in field that." Submission the no have influence and consequences to debtor except handover That notified or known and agreed in a way written. Submission each and every receivables Because letter point done with handover letter accompanied by with endorsement.
- b. Chapter 613 Civil Code sounds as following: " Submission receivables on behalf of and other items that are not bodied, done with road make deed authentic or below the hand that bestows rights on goods that to others". Submission this no there is the result for those who are in debt before handover that notified to him or approved in a way written or he admitted. The handover debt letters on point done with give it; surrender promissory note order done with give it to him

together endorsement letter that." (Suherman, 2024)

Validity a diversion receivables (*cessie*) must also be in accordance with provision base the law namely Article 613 of the Civil Code as well as agreement *cession* must made with fulfil condition subjective and objective as meant in Chapter 1320 Civil Code. Transfer receivables (*cession*) may done in a way repeatedly with condition must fulfil provision the validity of a diversion receivables made can influence displacement right the liability that become guarantee on receivables the receivables are guaranteed. with right liability switch Because *cession* so right liability the follow switch Because law to new creditors.

### 3.2.2 Mortgage rights (ht) as protection buyer *cessie*

Mortgage right is right guarantee on land use debt settlement position his creditors prioritized than other creditors. So that if debtor injury promise, creditor as Mortgage Holder can sell Mortgage Right Object through advance sales general or auction.

Basically Mortgage Agreement is agreement accessories that follow agreement principal. Based on provision Chapter 16 Constitution Number 4 of 1996 concerning Mortgage Rights which contains"

- a. If the receivables are guaranteed with Mortgage Rights switch Because *cessie*, subrogation, inheritance, or causes others, Mortgage Rights the follow switch Because law to new creditors.
- b. Transfer of Mortgage Rights as referred to in paragraph (1) is mandatory registered by the new creditor to the Land Office .
- c. Registration of transfer of mortgage rights as referred to in paragraph (2) is carried out by the Land Office with record it in the mortgage book and land book right on the land that becomes Mortgage Right Object as well as copy notes mentioned in the Mortgage Rights certificate and the certificate right on the land in question.
- d. Date recording in the land book as referred to in paragraph (3) is date day seventh after received in a way complete required letters for registration transfer of Mortgage Rights and if day seventh That fall on the day holiday, notes That given dated day Work next.
- e. Transfer of Mortgage Rights start applicable for party third on the day date recording as referred to in paragraph (4). "

Above ground along with related objects with the Land and with notice explanation because, then transition right liability the happen because law law law right liability in Article 16 already arrange about transition right the .

Mortgage right be deleted because law, if Because settlement or causes others, receivables that are guaranteed be deleted. In terms of this is also a record the deletion of the relevant Mortgage Rights Enough based on statement written from creditors, that the receivables guaranteed are written off.

Constitution This set the procedure recording transfer and deletion of Rights Liabilities, including deletion or roya. Guarantee with right liability that is not Possible For the roya process is carried out, then cleaning object Right Liability based on determination by chairman District Court, and its abolition right on land that is used guarantee, where previously made deed *cession* by Notary.

According to journal Aulia & Kawuryan efforts that must be made done for buyer *cession* in order to do transition change name on certificate buyer *cession* need role of land agency national as abbreviation hand government in matter management land. However party National Land Agency No Want to accept deed *cession* just as base for change of name on the certificate, so that buyer *cession* must submit application to district court first first, so that from determination the District Court can become base name change within its determination, the District Court ordered the BPN to can divert the name written in certificate become name buyer *cession* in accordance with Article 621 of the Civil Code.

Although already clear regulated and ordered by law, namely in article 621 of the Civil Code, but part chairman the district court is of the opinion different. Some have opinion No need made determination, However There is to argue that must preceded with lawsuit, based on letter circular The Supreme Court ordered (SEMA/PERMA No. 3 of 2016) that application transition right must based on from results love decision No determination, except transition right for interest general by the State.

Composition source law in Indonesia is the State Constitution Republic of Indonesia 1945, MPR Decree, Law/ Perpu, Regulations Government, Regulations President, Regency /City Regional Regulations, then No worthy when more prioritize provisions contained in the Court's SEMA/PERMA Greater than the Law. At the same time existence pacta sunt principle Servant (every agreement

Which made in a way legitimate applicable as Constitution for those he made) accordingly provision Article 1338 of the Civil Code, which applies for old creditors with creditors new. (Aulia & Kawuryan, 2018).

Transition right liability as *accessories* from agreement main, no need proven with deed made by an official Maker Land Deed. Recording the switch right liability even then Enough carried out at the Land Office local with include deed diversion receivables (*cession*) as base the switch a receivables to new creditor (*cessionary*). Transfer receivables (*cession*) transfer all rights, obligations as well as authority from *cedent* (creditor) beginning) to *cessionary* (creditor) new). Redirection receivables this result in participate the switch all rights, obligations and authorities to agreement binding the guarantee in matter this right liability.

If right liability here charged for ensure debt to the only one creditors based on agreement credit, so diversion right responsibility here relatively can done with easy and fast Because No involving Lots party. Will more complex if guarantee right liability the used for ensure facility credit provided by more from One creditors. Because it involves Lots creditors then the transition process receivables and also right his responsibility will more complicated and time consuming longer time.

Transition right liability carried out by creditors new in the office land in the jurisdiction Where object guarantee right liability that located and registered, with bring related documents with diversion credit, namely identity the transferring party (old creditor) and the accept diversion (creditor new), Deed Agreement Buy and sell Receivables and Transfer of Rights to Bills (*Cessie*) made before Notary Public as well as documents owned by previous debtor be in mastery old creditors.

Things that then will done by the office land related with registration transition right liability that is with do recording in a book land right liability, books right on the land that becomes object right liability and copying notes mentioned on the certificate right liability and certificate right on the land in question. Transfer right liability new valid and binding creditors new is since date recording in a book land.

As for the date recording in a book land the performed on date day seventh after received in a way complete required letters for registration the switch right liability. However If date day seventh That fall on the day holiday, then recording the done on the day Work next. Transfer registration right liability from old creditors to creditors new on existence *cession*, no need done deletion recording right liability moreover formerly for then registered right liability new again.

Because with *cession*, debtor's debt is paid off to old creditors, will but not yet paid off to creditors new. So that can said debtor's debt Not yet ended, while recording royal new can done when the debtor's debt has paid off and accounts receivable can stated end.

Because that, creditors new will to inform to debtors and the State Land Agency with register transition right liability from old creditors for on behalf of himself (Diana Fitriana & Abdul Wahid, 2021).

Mortgage right as guarantee buyer *cessie* for to obtain right ownership a guarantee no can obtained with other way, but with ownership. Because adhesion, because inheritance, good according to constitution and also according to letter will, and because appointment or handover based on on a incident civil for move right property, carried out by someone who has the right do free to material that.

### **3.2.3 Buyer's legal remedies *cessie* on the right to collect mortgage guarantee based on redirection receivables (*cessie*)**

*Cessie* is one of method for to obtain right property. Submission in *cession* process is handover bill on behalf of *cedent* to *cessionaris*. It has been explained that which is meant with bill on behalf of is bill or clear receivables on behalf of its creditors (in matter this if *cession* Not yet done so bill or receivables Still in the name of the old creditor). Bill in the name of clear to who is the debtor must paid.

In the process of *cession* action handover No stand alone, action the always is consequence more carry on from a incident law, which requires people to deliver something. Relationship mandatory law existence handover here called as connection law *obligatory*, which can arise from agreement and also from law. Relationship law *obligatory* in the process of *cession* including those that arise from agreement Because emergence promised between the parties.

Agreement *obligatory* is agreement that gives rise to rights and obligations between the parties. Events that become base the so - called surrender incident civil or *legal system* is events that give rise to engagements in between two party, where is the One domiciled as creditors And party other

domiciled as debtor. So incident civil law ( *rechtstitel* ) is connection *obligatory* to become base *cession* (Rahman Setiawan & J. Satrio: 2010).

Existence *cession* in essence is agreement or engagement, because *cession* is connection the law that occurs. Because agreement or agreement of the parties, namely relationship that gives rise to consequence law that is right and obligations. Matter This means that *the cession* that made in a way legitimate binding on the parties as law law and obligation. This only applicable for for the party that concerned in agreement *cession* just .

*Cessie* made with contents is for divert right on bill so after *cession* made and agreed by the parties by law right owned by from material move in the form of receivables on Name And material No bodied other, in a way automatic switch from creditors back to to creditors new (Wawan Iriawan: 2005).

So from that efforts that must be made done when carry out transition receivables with method purchase *cession*, then buyer *cession* must notice e procedures and conditions legitimacy transition receivables in a way *cessie*, one of them ensure agreement debtor before buy *cessie*, buyer must inspect provision in agreement original between debtors and creditors original (*cedent*).

If in agreement the there is clause that requires agreement debtor for diversion right bill (*cession*), then buyer must get agreement written from debtor. If the agreement debtor of course required however no obtained, buyer *cession* can face risk that diversion the no valid and debtor no tied to diversion right bill.

And efforts what else can done buyer *cession* do negotiation if debtor reject for do agreement, buyer *cession* can try for negotiate to debtor with offer compensation or agreement to facilitate purchase of assets *cession*. If the debtor reject for do agreement all efforts made buyer *cession* rejected by debtor so buyer *cession* can submit lawsuit to debtor for get confession on diversion said. If the court decide that diversion right bill valid, then debtor must fulfil obligation to creditors new.

#### 4. CONCLUSION

The legal consequences of transferring receivables through a cession without prior approval from the debtor and without notification are acts that violate the provisions of Article 613 of the Civil Code which result in it being null and void and a lawsuit being filed. Legal protection for buyers in the transfer of receivables through a cession by the bank, namely, the creation of an authentic or private cession deed in accordance with applicable provisions; there is a certificate of encumbrance of mortgage rights which automatically changes with the issuance of the cession deed. If the debtor is still unable to make payments even though a grace period has been given, the efforts that must be made by the cession buyer to be able to transfer the name of the collateral certificate, can make a direct sale with the debtor's approval or submit an application to the Court, so that the Court's decision can be the basis for the transfer of name (in its decision, the District Court ordered the BPN to be able to change the name written on the certificate to the name of the cession buyer in accordance with Article 621 of the Civil Code). To avoid the consequences, the creditor and debtor must know all matters related to the transfer of receivables through cession, because the transfer is related to the collateral assets owned by the debtor. To protect the parties, there needs to be legal certainty with strict regulations in the Law on the transfer of receivables which must provide notification and obtain approval from the Debtor.

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