



Legal Consequences for Auction Winners who Commit Contingency in Auction of Dependents

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ABSTRACT

This study analyzes the legal consequences for auction winners involved in the auction of dependent rights due to the implementation of the execution of the right of dependency auction in Indonesia which often does not follow standard procedures, such as unreasonable limit pricing, lack of notification to debtors, and indications of collusion between creditors, auction officials, and auction winners. The method used in this study is normative juridical with a legislative approach, a case approach, and a conceptual approach. The results of the study show that the panel of judges in the case declared the auction process invalid because it was proven to violate the principles of transparency, accountability, and fairness in the implementation of state auctions. The auction winner is declared not entitled to acquire the auction object due to his involvement in a legally defective process, thus losing the legal protection that should be given to the auction winner in good faith. A judgment ordering the return of the auction object to the debtor is also a form of restoration of substantive justice. Analysis of the verdict using John Rawls' theory of justice shows that the verdict is in line with the principle of justice as fairness, especially in the protection of the most disadvantaged parties and correction of unfair procedures.

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INTRODUCTION

Since the enactment of Law Number 5 of 1960 concerning the Basic Regulations on Agrarian Principles (UUPA), it has been stated that it is necessary to form a special law that regulates the right of dependency on property rights, business use rights and building use rights, which are explicitly stated in article 51. The article mandates the need to establish special laws that regulate related to dependent rights.¹ Beru after 36 (thirty-six) years of the mandate contained in the UUPA was implemented in law number 4 of 1996 concerning the Rights of Dependents (UUHT).

Based on the UUHT, it is emphasized that it is related to the regulation of land as a Dependent Right or as a guarantee of rights that can be charged on land with or without with objects related to the land related to debts and receivables.² Before it is regulated in the UUHT, or before it is affirmed in the UUPA, related to land as an object of collateral that can be pledged in its own debts, related to the legal basis used is regulated in article 1131 of the Civil Code which reads "*All movable and immovable goods belonging to the debtor, both existing and future, shall be collateral for the debtor's individual engagements*". Article 1131 of the

¹ Andi Irmayanti et al., "Legal Protection for Creditors Due to the Expiration of the Term of Building Use Rights Encumbered by Dependent Rights," *Judge : Legal Journal* 5, no. 02 (2024): 120–32, <https://doi.org/10.54209/judge.v5i02.669>.

² Andien Hasea Sihotang et al., "Juridical Analysis of the Decision on the Renewal of Right to Use Businesses That Are Burdened by Dependent Rights in Syndicated Credit," *Karimah Tauhid* 3, no. 10 (2024): 11605–15, <https://doi.org/10.30997/karimahtauhid.v3i10.15622>.

Civil Code is used as movable and immovable goods, before being regulated separately as a right of dependency for immovable objects and fiduciary rights for movable objects.

Since the promulgation of the Law, the legal basis related to the provision of immovable goods is no longer subject to article 1131 of the Civil Code, but to the Law.³ The Law was born to support the rate of national economic growth, national development that focuses on the economic sector which requires the provision of considerable funds for entrepreneurs, requires a loan to financial institutions (banks) where the financial sector itself needs guarantees as a form of prevention in the event of default. To provide legal protection and provide legal certainty for interested parties, the UUHT was formed. The Law can encourage increased public participation in development to realize a prosperous, just, and prosperous society based on Pancasila and the 1945 Constitution, in other words, the Law was born to provide a legal umbrella for creditors and debtors in agreements by means of guaranteeing immovable property (Dependent Rights).

Of the various problems related to the rights of dependents are related to the Execution of the Rights of Dependents. The author tries to search related to cases that entered the scope of the court under the auspices of the Supreme Court in the last 5 years in table 1 below.

Table 1. Number of Cases related to the Execution of Dependent Rights

Yes	Year	Sum	
		Register	Break
1	2024	310	452
2	2025	246	346
Total		556	798

Source : Directory of Supreme Court Decisions of the Republic of Indonesia

Based on table 1 above, it can be seen that in 2024 and 2025, cases related to disputes over dependent rights are still very high in Indonesia, namely as many as 556 cases registered and 789 cases decided related to dependent rights. Based on this data, it can be seen that there are still high problems related to dependent rights in Indonesia.

In guaranteeing the right of dependents, there are many problems that occur in the field, including related to:⁴

- Do not take effect of the SKMHT
- Execution of Dependent Rights
- Certificate of Dependency Blocker
- Seizure of Guarantee by the Court on the object of the right of dependency
- Dispute Ownership of the land object of the right of dependency
- Dispute of Debts and Receivables of the Owner of the Object of Dependent Rights with a Third Party
- Execution of the emptying of the object of the dependent rights

Regarding the dispute over the right of dependency other than the one stated by the above, in practice there are still various other cases, one of which is related to the problem of the auction procedure for the right of dependency that is not in accordance with the proper procedure. The problems that occur are related to the existence of auction conspiracies carried out by interested parties which harm third parties as the winner of the auction and the debtor.

Related to this, one of the cases that the author thinks is quite interesting to read is a case related to the case decided by the Priagi district court in case Number 29/Pdt.G/2021/PN Prg concerning Disputes over the auction of the results of the execution of the right of dependency between arsy as the plaintiff (debtor) against PT. BRI Priagi branch as Defendant 1, KPKNL Palu as Defendant 2, Fitri Sukardi as Defendant 3, Ministry of ATR BPN Pariagi Defendant 4, and Notary & PPAT Agus Kristanto, SH as Defendant 5. Related to the case, the panel of judges decided to issue a verdict in essence as follows:

1. Granting the plaintiff's lawsuit in part
2. Stipulating that the process of auctioning the right of dependency over the land object of the dispute belonging to the plaintiff carried out by defendant 1 and facilitated by defendant 2 is invalid and does not have permanent legal force
3. Declaring that the determination of Defendant 3 as the winner of the auction of the right of dependency over the land object of the dispute owned by the plaintiff by defendant 1 and facilitated by defendant 2 is invalid and has no legal force
4. Declaring that the control of defendant 3 over the land that is the object of the *dispute a quo* is currently invalid and has no legal force

³ Juli Asril, "SOME PROBLEMS RELATED TO DEPENDENT RIGHTS AS LAND GUARANTEE INSTITUTIONS," *MEA Scientific Journal (Management, Economics, & Accounting)* 4, no. 2 (2020): 2, Business Law, <https://doi.org/10.31955/mea.v4i2.836>.

⁴ Asril, "SOME PROBLEMS RELATED TO DEPENDENT RIGHTS AS LAND GUARANTEE INSTITUTIONS."

5. Ordering defendant 3 or anyone who obtains rights from him to return the land object of dispute to its original state as before the auction process of the right of dependency to defendant 1, to then conduct a re-auction facilitated by defendant 2 with a limit price reasonably determined by the appraiser specially appointed for that purpose
6. Stating that according to the law, the act carried out by Defendant 1 who carried out the auction process for the land rights to the disputed object belonging to the plaintiff and did not use a reasonable price limit is an unlawful act
7. Punishing defendant 1 to pay back the proceeds of the auction of the right of dependency on the disputed land belonging to the plaintiff to the auction winner, namely defendant 3 in the amount of Rp 151,000,000,- (One Hundred and Fifty One Million Rupiah)
8. To punish the plaintiff to return the remaining proceeds of the auction of the dependent rights on the disputed land belonging to the plaintiff to defendant 1 in the amount of Rp 6,000,000,- (Six Million Rupiah)
9. Punishing defendant 1 to pay material losses due to his actions to the plaintiff in the amount of Rp. 141,000,000,- (One hundred and forty-one million Rupiah)
10. Punish the defendants and co-defendants to pay the costs of the case incurred, namely Rp 4,195,000.00 (four million one hundred and ninety five thousand Rupiah) jointly and severally
11. Rejecting other and remaining lawsuits

Based on case Number 29/Pdt.G/2021/PN Prg mentioned above, based on the judge's consideration, it can be concluded that the third party as the winner of the Auction must return the rights which are the plaintiff's right to the plaintiff. Based on this, there are things that the author thinks are interesting to discuss, namely related to whether the judge's decision in the case has provided justice for a third party, where a third party when viewed from the concept of justice based on John Rawl's theory?

The author also conducted a search related to previous research, based on previous research, the first research was a research conducted by Andika et al (2025) where in his research focused on legal protection for auction buyers for auction objects that could not be occupied due to resistance from the debtor.⁵ The next research is a research conducted by Mastura et al (2024) which discusses legal protection for the winner of the dependent rights auction for the incompatibility of the object carried out by e-auction.⁶ The latest research is a study conducted by Shilvia Rahayu and Jasman Nazar (2024) which discusses legal protection for auction winners for the object of dependent rights where the auction winner obtains preventive and repressive rights protection against the auction object. The difference between the previous research and the research that the author raised is that the research that the author raised is more focused on legal consequences for the auction winner who carried out the auction conspiracy.

The purpose of this study is to analyze whether Judge Pariagi's Decision No. 29/Pdt.G/2021/PN Prg has provided justice for the parties based on Jhon Rawl's theory. The benefit of this research is to provide education for the community, banks, and auction parties related to the legal consequences for the parties when committing an auction conspiracy.

RESEARCH METHODS

The research method used by the author is a normative juridical research method with a statute approach.⁷, case approach and conceptual approach. The steps taken by the author are: First, the author collects existing legal materials ranging from the UUPA, UUHT, the decision of the Priagi district court in case Number 29/Pdt.G/2021/PN Prg, relevant theories. After that, the author identifies the problems found in the decision, analyzes the decision based on the laws and regulations and also based on existing legal principles, and the last is to get results and reach conclusions.

RESULTS AND DISCUSSION

Position Case

There has been a credit agreement with the guarantee of Dependent Rights made by the plaintiff (ASRY) against the Defendant (PT. BRI Parigi). That in the course of time, the plaintiff defaulted on the defendant so that the defendant made an effort to execute the guarantee of the right of dependency guaranteed by the plaintiff. That before the execution of the guarantee, various efforts had been made to extend the payment time to the plaintiff, but they still could not pay. That related to the auction of the

⁵ Andika Natanael Orah et al., "Legal Protection for Auction Buyers of Execution of Dependent Rights Who Cannot Occupy the Auction Object Due to Legal Resistance from the Debtor," *Themis : Journal of Law* 2, no. 2 (2025): 74-82, <https://doi.org/10.70437/thermis.v2i2.890>.

⁶ Mastura Ajeng Saputri et al., "Legal Protection for Auction Winners of Execution of Dependent Rights for Non-Conformity of Objects Carried Out Through E-Auction," *Innovative: Journal Of Social Science Research* 4, no. 4 (2024): 475-87, <https://doi.org/10.31004/innovative.v4i4.12845>.

⁷ Jonaedi Efendi and Johnny Ibrahim, *Legal Research Methods: Normative and Empirical* (Prenada Media, 2018).

plaintiff there was no notification letter received by the plaintiff as well as the auction process. That in the auction process, in determining the initial auction price there has been a change in the initial price which was initially around Rp. 190,000,000,- to Rp. 150,000,000,- by KPKNL and PT. BRI Pariagi where the price is far from the market price. That for this reason, the plaintiff filed a lawsuit against the defendant to cancel the auction results and restore all the rights of the plaintiff and the court granted it. That based on the judge's decision, there has been a transfer of rights from the auction winner (third party) to the plaintiff (first party).

The Position of the Parties to the Credit Agreement with the Guarantee of Dependents

A credit agreement is an agreement made by the parties, one party positions itself as a lender (Creditor) and one party positions itself as a borrower (debtor).⁸ The credit agreement itself occurs when the creditor provides a loan of a certain amount of money in installments within a certain period of time by the debtor. In the credit agreement itself, it is possible for the creditor to provide legal protection and legal certainty for the parties so that there is no default where in the guarantee is charged rights, both the right of dependency for immovable objects and fiduciary rights for movable objects.⁹

Dependent Rights are land security rights for the repayment of certain debts, which give priority to certain creditors over other creditors.¹⁰ This means that if the debtor is injured by the promise, the creditor holding the Dependent Rights has the right to sell through a public auction of land that is used as collateral in accordance with the provisions of the applicable laws and regulations.¹¹

The guarantee itself is differentiated into individual guarantee and material guarantee, but in the banking world the guarantee that is often used is material guarantee.¹² Tangible collateral can be in the form of movable or immovable objects, collateral for immovable objects in the form of land or objects related to land are most often used as collateral in bank credit agreements in the form of "*property rights, building use rights and business use rights can be used as debt collateral by being encumbered with dependents*". To guarantee land rights is to guarantee in the form of securities/land certificates to the bank, which is called Dependent Rights. In the process of Dependent Rights which is bound by the Deed of Grant of Rights.

In the mechanism of Dependent Rights, it is carried out by entering into an agreement, in the agreement it consists of the principal agreement (credit agreement) which will later be followed by an additional agreement in the form of a guarantee agreement by the debtor.¹³ The content of the agreement certainly requires a guarantee that is used to provide certainty and legal protection for the parties involved in it. The guarantee provided by the prospective debtor will be tied to a right to a guarantee according to the type of guarantee submitted. In banking practice, the execution of the guarantee is the last step if the debtor can no longer fulfill his obligation to pay his credit to the bank, the guarantee can be taken over and then sold by auction first by the bank, in the event of a new dispute will be resolved through the court.¹⁴

In an agreement between the creditor and the debtor which is bound by an additional agreement in the form of dependents, in that context in the event of default as stated above, the creditor has the right to suspend execution. This means that if the debtor has committed a default in the credit agreement, the creditor can execute the collateral object attached to the right of dependency in accordance with the existing legal procedure, namely through the auction process and a proper reprimand / summons to the debtor three times.¹⁵

With the existence of an execution parate, the creditor, in this case the bank, has an executory right which is already attached to the deed of granting the right of dependency. The executory right can be exercised if the debtor commits a default and appropriate legal procedures are carried out by the creditor. in other words, the fulfillment of the execution parade

Auction is the last resort used by creditors and debtors if mediation legal remedies do not reach an agreement. In practice, the auction procedure can only be carried out if the creditor has given a warning or summons three times to the debtor who has committed a default (as explained above). Only after the

⁸ Martinus Al Hebrani Giga Taufano and Wilma Silalahi, "Consequences of the Rights of Dependents of Credit Agreements Between Creditors and Debtors," *UNES Law Review* 6, no. 4 (2024): 11201–8, <https://doi.org/10.31933/unesrev.v6i4.2055>.

⁹ Diki Andriano et al., "Legal Protection for Creditors in Credit Agreements with Guarantee of Land Certificate Dependent Rights," *Lex Generalis Law Journal* 6, no. 9 (2025), <https://doi.org/10.56370/jhlg.v6i4.1415>.

¹⁰ Irfan Ridha et al., "Legal Liability in Banking Credit Agreements Against Defaulting Debtors," *Law and Democracy (HD)* 24, no. 2 (2024): 61–71, <https://doi.org/10.61234/hd.v24i2.54>.

¹¹ Rayvind Onggianto and Gato P. Soemartono, "Legal Responsibility for Inconsistencies in Information in Credit Agreements by Financial Services Business Actors," *Research Domain : Journal of Multidisciplinary Research and Development* 6, no. 4 (2024): 1118–32, <https://doi.org/10.38035/rjrj.v6i4.928>.

¹² Husnia Hilmi Wahyuni and Purwanto Purwanto, "Legal Analysis of Credit Guarantee in the Perspective of Preventing Bad Loans," *Binamulia Hukum* 13, no. 2 (2024): 297–311, <https://doi.org/10.37893/jbh.v13i2.954>.

¹³ A Tribute to the Faithful, *Settlement of the Case of Cancellation of the Auction of Dependent Rights Objects at Pt. Bank Mega Syari'ah Solo Branch Office*, Islamic University of Indonesia, September 28, 2021, <https://dspace.uii.ac.id/handle/123456789/36168>.

¹⁴ I. Ketut Mahatma Adi Putra Utama and Sahruddin Sahruddin, "Juridical Study of the Burden of Dependents in Bank Credit Agreements on Mutual Property," *Private Law* 2, no. 1 (2022): 1.

¹⁵ Michelle Monica Ulus, "Juridical Review of Executory Titles in the Parate of the Execution of Guarantees of Dependent Rights According to Law Number 4 of 1996," *LEX PRIVATUM* 14, no. 3 (2024), <https://ejournal.unsrat.ac.id/v3/index.php/lexprivatum/article/view/58356>.

summons is made and there is no good faith on the part of the debtor, the creditor can submit an auction application in accordance with the provisions in the Regulation of the Director General of State Assets Number 2/KN/2017 concerning Technical Instructions for the Implementation of Auctions jo. Regulation of the Minister of Finance Number 27/PMK.06/2016 concerning Guidelines for the Implementation of Auctions.

In an auction, related to the implementation of the auction can only be canceled related to the existence of:

1. Seller's request, no later than a cancellation request letter is received before the auction implementation begins;
2. Determination or decision from the judicial institution;
3. There is a lawsuit from a third party related to collateral, provided that if he is the holder of property rights, HGU, HGB, Hak Baku, including the assumption of dependency rights and rental rights;
4. The existence of a third-party lawsuit as a tenant whose object is not land (evidenced by supporting documents that strengthen the lawsuit).

In the auction process, the auction winner receives legal protection, both preventive protection and repressive protection. Preventive legal protection is a legal remedy provided to third parties as an effort to avoid problems or legal disputes that will occur. Meanwhile, repressive legal protection emphasizes the legal protection provided after the auction process through the judicial process. M. Hadjon argued that if a third party or the auction winner cannot control the auction object to which he is entitled, then the relevant party is entitled to the support and protection of the panel of judges.¹⁶

Based on the dispute case of the Decision of the Priagi District Court No. 29/Pdt.G/2021/PN Prg which has been canceled the auction results based on the position case that the author has described above based on a lawsuit from the debtor due to an auction conspiracy. According to the author, in the evidence in court, it has been found that there is a legal conspiracy between KPKNL and the Creditors, and the auction winner, there is an inprocedural of law which results in the non-execution of the execution and the loss of legal protection for the auction party both preventively and repressively because inappropriate legal procedures result in the absence of legal protection for the auction winner.

Analysis of the Decision of PN Priagi No. 29/Pdt.G/2021/PN Prg Concerning Disputes of Suspension Rights based on the Theory of Justice of John Rawl

Justice cannot be generalized as a uniform concept for everyone. Many philosophers are also not in one school of thought so that various views arise. One of the most famous philosophers is John Rawls. Through his phenomenal work, *A Theory of Justice*, Rawls sought to re-analyze the fundamental problems in the study of political philosophy by reconciling the principle of freedom and the principle of equality. This effort is actually in line with the theory of the social contract previously promoted by John Locke, Jean Jacques Rousseau, and Immanuel Kant. However, Rawls tends to revitalize the views of these figures¹⁷

If his predecessors considered justice to be a state in which society obtains goodness and justice equally, Rawls makes a different assertion. According to Rawls, the good for all should not override justice for the individual. He then developed his ideas about the principle of justice through a very famous concept, namely the original position and the veil of ignorance. Rawls positions everyone in the same position, with no one higher, including in terms of social status, intelligence level, ability, and so on. In relation to the social contract, such people are considered to have a balanced opportunity to reach an agreement with the other party. That is the original position according to Rawls.¹⁸

The characteristics that accompany this perspective are rationality, freedom, and equality. As for the veil of ignorance, Rawls translates as a state when everyone is covered from the facts or conditions of himself, including certain social status and doctrines, so that he is not aware of the concept of justice that was developing at that time. From these two concepts, Rawls put forward his theory of justice as fairness.

To ensure balanced rights and obligations between members of society, Rawls also emphasized the importance of a fair agreement between all members of society. Only a fair deal can promote social cooperation. Thus, a fair procedure is indispensable. Rawls believed that all parties would be rational; And as rational individuals, they will prefer the principle of justice that he offers to the principle of benefit (utilitarianism).

Rawls was of the view that all social values of freedom and opportunity, income and wealth, and the basis of self-esteem should be distributed equally. The unequal distribution of social values is only allowed if it provides benefits to the most disadvantaged groups. Based on these general principles, Rawls formulated

¹⁶ Shilvia Rahayu Safitri and Jasman Nazar, "Legal Protection for Auction Winners on the Object of Execution of Dependent Rights," *JOURNAL OF LAW AND NATION* 3, no. 3 (2024): 553–64.

¹⁷ Pan Faiz, "John Rawls' Theory of Justice," *Constitution Journal* 6 (May 2009): 15, <https://doi.org/10.2139/ssrn.2847573>.

¹⁸ Faiz, "John Rawls' Theory of Justice."

the following two principles of justice.

First, socioeconomic inequality must be regulated in such a way that (a) it provides the greatest benefit to the most disadvantaged people and (b) all positions and positions are open to all.

Everyone should have the same right to the broadest basic freedom, as broad as the same freedom for all. Regarding the Decision of Judge Pariagi No. 29/Pdt.G/2021/PN Prg, in Jhon Rawl's view here there is inequality, so that there is an inequality, an inequality that causes socio-economic inequality, so that injustice arises.

If we look at the relationship between the Pariagi decision No. 29/Pdt.G/2021/PN Prg and John Rawl's theory, based on John Rawl's theory, the judge's decision in the case did not provide justice. Because materially the plaintiff has suffered losses of time, thought, and energy, due to a conspiracy carried out by both defendants 1, 2 and 3 so that the decision of Judge Pariagi Decision No. 29/Pdt.G/2021/PN Prg which ordered a re-auction related to the plaintiff's auction object. In John Rawl's theory, the plaintiff is a party in a position that is not economically advantageous, so based on John Rawl's theory, the law must be present to the most unfortunate party, namely the plaintiff, so that the plaintiff can get justice for the auction conspiracy that he experienced.

If we relate the case of the auction of the right of dependency of the Parigi District Court to the principle of Fairness in Procedure put forward by John Rawl, Rawls emphasizes that justice is not only seen from the outcome, but from the procedures used to achieve the result. In this case, it was seen that the price limit was unreasonably lowered from IDR 190 million to only IDR 150 million without an objective basis. Then, the debtor was not informed about the implementation of the auction so that KPKNL, creditors, and auction winners were suspected of conspiring so as to eliminate the principle of fair competition. Based on this, the results were obtained that the auction procedure was unfair, so that all the legal consequences of morally and legally defective procedures became unfair. Then based on this, one of the judge's decisions was to order a full refund of the auction winner's money of IDR 151,000,000.- in other words, the auction winner did not bear any additional losses other than the refund only. If we look at this, then the decision is unfair to the plaintiff, because the auction winner is only given a punishment limited to returning the money.

CONCLUSION

Based on the analysis of the Parigi District Court Decision No. 29/Pdt.G/2021/PN Prg, it can be concluded that conspiracy in the auction process of dependent rights not only causes procedural defects that result in the cancellation of the auction, but also eliminates legal protection for the auction winner because the process does not meet the principles of fairness, certainty, and propriety as required in the Law and the provisions of the state auction. Through the perspective of John Rawl's theory of justice, especially the principles of fairness and equality, the judge's decision ordering the return of the auction object to the debtor and the implementation of a re-auction at a fair price is a form of correction to the imbalance in the position of the parties and an effort to restore procedural justice that was violated due to collusion between creditors, auction officials, and auction winners. Thus, the verdict has provided substantive justice for the most aggrieved party, namely the debtor, as well as a stark reminder that the practice of auction conspiracy has serious legal consequences for all parties involved.

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