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Distinguishing Between Proof of Unlawful Acts and Breach of Contract in Disputes Over the Repossession of Fiduciary Collateral: A Civil Procedure Analysis of Judgment No. 345/Pdt.G/2018/PN Jkt.Sel in Light of Constitutional Court Decision No. 18/PUU-XVII/2019

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Abstract: Disputes over the withdrawal of fiduciary collateral in financing agreements raise two distinct procedural questions: whether the debtor has defaulted, and whether the creditor's method of collection was lawful. This study analyzes South Jakarta District Court Decision Number 345/Pdt.G/2018/PN Jkt.Sel from a civil procedural law perspective and evaluates it against Constitutional Court Decision Number 18/PUU-XVII/2019, pronounced on 6 January 2020, which post-dates the district court decision and is therefore used only as an evaluative benchmark. Using normative legal research with statute and case approaches, the study finds that the court examined the unlawful act claim (conventional claim) and the default claim (counterclaim) separately, each with its own elements and evidence: the creditor and its agents were held liable for unlawful acts in the collection process, while the debtor was held in default and ordered to pay the outstanding obligation of Rp212,057,000.00. The creditor's request for surrender of the vehicle was not granted. Measured against the Constitutional Court's interpretation, the case illustrates that a debtor's default does not justify unilateral or coercive withdrawal of collateral, and that a creditor's unlawful conduct does not extinguish the debtor's payment obligation. The study concludes that balanced legal protection requires strict separation between proof of default, proof of unlawful collection, and the lawful route to execution.

Keywords: Civil Procedural Law, Fiduciary Security, Enforcement, Default, Constitutional Court Decision.

INTRODUCTION

Motor vehicle financing agreements are a common form of financing used by the public to meet their transportation needs. Under such agreements, financing companies provide financing facilities to borrowers, who are obligated to make periodic payments. To ensure the fulfillment of these obligations, the financed vehicles are generally encumbered by a fiduciary

lien. (Efferin, J. R., 2020). Through a fiduciary lien, the creditor obtains a security interest in a specific asset, while the asset remains in the debtor's possession. Although this provides protection for the creditor's interests, the exercise of rights under a fiduciary lien must still comply with applicable legal provisions, particularly when the debtor is declared to be in default and the creditor intends to foreclose on the collateral.

Provisions regarding fiduciary liens in Indonesia are set forth in Law No. 42 of 1999 on Fiduciary Liens. Article 15 of that law governs the enforceability of fiduciary lien certificates and the right of the lienholder to enforce the lien if the debtor defaults. However, these provisions raise issues when a creditor determines that a default has occurred and repossesses the collateral without the debtor's consent. This issue relates not only to the creditor's right to obtain repayment of the debt but also concerns the enforcement procedures, the validity of the repossession, and legal protections for the debtor. Therefore, the enforcement of fiduciary security must be examined in light of substantive law and civil procedural law to ensure that the process does not disregard the rights of the parties involved.

This issue is addressed in the South Jakarta District Court Decision No. 345/Pdt.G/2018/PN Jkt.Sel. (hereinafter the "South Jakarta District Court Decision"). The case stemmed from a multipurpose financing agreement between Aprilliani Dewi and PT Astra Sedaya Finance, with a Toyota Alphard vehicle serving as collateral. In the case, the plaintiff challenged the actions of the party that came to her home to repossess the vehicle on the grounds of breach of contract. The dispute also concerned the authority of the party conducting the repossession and the validity of the power of attorney used. In its ruling, the court partially granted the plaintiff's claim and declared that PT Astra Sedaya Finance and the related parties had committed an unlawful act. At the same time, the court also partially granted the counterclaim and ruled that the debtor had breached the contract and was obligated to pay the remaining debt of Rp212,057,000.00. This case demonstrates that the existence of an unpaid debt does not automatically negate the need to assess the validity of the actions taken during the repossession process of the collateral.

The decision was rendered on January 3, 2019, and announced on January 7, 2019, prior to the Constitutional Court issuing Decision No. 18/PUU-XVII/2019 (hereinafter "Constitutional Court Decision 18/2019"). In the latter decision, the Constitutional Court provided an interpretation of Article 15(2) and (3) of the Fiduciary Security Act. The Court affirmed that a determination of breach of contract cannot be made unilaterally by the creditor but must be based on an agreement between the creditor and the debtor or on a legal proceeding establishing that a breach of contract has occurred. The Court also emphasized that if there is no agreement regarding a breach of contract and the debtor objects to voluntarily surrendering the collateral, the enforcement must follow the mechanisms and procedures for enforcing court decisions that have become final and binding. Thus, this ruling provides an important basis for reassessing issues related to the enforcement of fiduciary security, particularly regarding the limits of a creditor's authority and the role of civil procedure in protecting the rights of the parties.

The novelty of this study lies in its analysis of civil procedural law regarding the decision of the South Jakarta District Court, which treats the main claim regarding tort and the counterclaim regarding breach of contract as two interrelated aspects that, however, have different standards of proof and legal consequences. This study not only examines the parties' liability for collection actions and the debtor's payment obligations but also evaluates the status of the claim for the surrender of the collateral, which was not granted by the panel of judges. Furthermore, the decision is analyzed from the perspective of Constitutional Court Decision No. 18/PUU-XVII/2019 to assess developments in the mechanism for the enforcement of fiduciary security and legal protections for both creditors and debtors. Given that the district court's decision was rendered prior to the Constitutional Court's decision, this study uses the

Constitutional Court's decision as an evaluative framework, not as a legal basis that had already been applied in that case. Thus, this study is expected to provide a more integrated analysis of the evidence in conventional and counterclaims, as well as the relationship between breach of contract, tort, and the enforcement of fiduciary security under civil procedure law.

Previous research on the enforcement of fiduciary liens has addressed legal protections for creditors and debtors, as well as the implications of Constitutional Court Decision No. 18/PUU-XVII/2019 on the enforcement of fiduciary lien assets. However, the research in this article focuses specifically on the relationship between the burden of proof for unlawful acts in a conventional claim and the burden of proof for breach of contract in a counterclaim in Decision No. 345/Pdt.G/2018/PN Jkt.Sel. This focus is important because the two claims have different legal bases, elements that must be proven, and legal consequences, even though they arise from the same financing dispute. This study also examines the dismissal of the claim for the surrender of the vehicle and uses Constitutional Court Decision No. 18/PUU-XVII/2019 as an evaluative benchmark for developments in the law regarding the enforcement of fiduciary collateral. Furthermore, the decision is analyzed in light of legal developments following Constitutional Court Decision No. 18/2019, without assuming that the judges' reasoning in the 2019 case was based on the subsequently issued Constitutional Court decision.

Based on the above discussion, this study aims to analyze the separation of evidence regarding unlawful acts in the original claim and breach of contract in the counterclaim in Judgment No. 345/Pdt.G/2018/PN Jkt. It also seeks to evaluate the implications of Constitutional Court Decision No. 18/PUU-XVII/2019 on the enforcement of fiduciary guarantees. This study addresses two issues: how the evidence of unlawful acts and breach of contract is assessed separately in the aforementioned decision, and how the Constitutional Court's interpretation regarding the determination of breach of contract and the voluntary surrender of collateral can be used to evaluate the enforcement of fiduciary security.

METHODS

This study employs a normative legal research method, which focuses on examining applicable legal norms through legislation, court decisions, and relevant legal literature. This study employs both the statutory approach and the case approach. The statutory approach is used to examine legal provisions regarding fiduciary guarantees, specifically Law No. 42 of 1999 on Fiduciary Guarantees and Constitutional Court Decision No. 18/PUU-XVII/2019. Meanwhile, the case approach is used to analyze the decision of the South Jakarta District Court regarding a dispute over the execution of a fiduciary security interest.

The legal materials used consist of primary and secondary sources. Primary legal sources include laws and court decisions, such as Law No. 42 of 1999 on Fiduciary Security, Constitutional Court Decision No. 18/PUU-XVII/2019, and Decision No. 345/Pdt.G/2018/South Jakarta District Court regarding the enforcement of fiduciary security. Secondary legal sources include legal textbooks, scholarly journal articles, and other literature discussing civil procedure, fiduciary guarantees, and legal protections for creditors and debtors. The collection of legal materials was conducted through a literature review by searching for and analyzing legal sources relevant to the research problem.

The legal materials were analyzed qualitatively using a descriptive-analytical method. The analysis was conducted in three stages. First, identifying the parties' arguments, the evidence cited in the judgment, and the panel of judges' reasoning in the original claim and counterclaim. Second, mapping the evidence for the original claim based on the elements of an unlawful act, fault, damages, and causation, as well as mapping the evidence for the counterclaim based on the existence of a contract, contractual obligations, and the breach of those obligations. Third, to evaluate the results of this analysis based on the provisions of Law No. 42 of 1999 on Fiduciary Security and the constitutional interpretation in Constitutional

Court Decision No. 18/PUU-XVII/2019. The Constitutional Court decision is used as an evaluative benchmark because it was issued after the court decision that is the subject of this study. Through these stages, this study assesses the differences in the standard of proof, the judges' reasoning, and the legal consequences of the two lawsuits, as well as their relationship to the enforcement of fiduciary security.

RESULTS AND DISCUSSION

The Legal Status of Fiduciary Security in Financing Agreements

Fiduciary security is a form of collateral used to ensure the repayment of debt in financing relationships. Provisions regarding fiduciary security are set forth in Law No. 42 of 1999 on Fiduciary Security. Pursuant to Article 1(1) of said law, a fiduciary security interest is the transfer of ownership rights in an asset based on trust, provided that the asset whose ownership rights are transferred remains in the possession of the asset's owner. Meanwhile, Article 1(2) explains that a fiduciary security is a security interest in movable property, whether tangible or intangible, as well as certain immovable property that cannot be encumbered by a lien, which remains in the possession of the grantor of the fiduciary security as collateral for the repayment of a specific debt.

In a financing agreement, a fiduciary lien serves to protect the creditor if the debtor fails to fulfill their agreed-upon payment obligations. For example, in motor vehicle financing, the financed vehicle can serve as the subject of a fiduciary lien without the financing company having to take physical possession of it. The debtor may continue to use the vehicle, while the creditor obtains a security interest in the asset in accordance with legal provisions. Thus, a fiduciary lien allows the debtor to continue using the financed asset while providing the creditor with legal certainty regarding the repayment of the debt.

The legal relationship between a creditor and a debtor gives rise to rights and obligations for each party. The debtor is obligated to make installment payments in accordance with the agreed-upon amount and term and to maintain the collateral in accordance with the terms of the agreement. On the other hand, the creditor is entitled to receive payment and, if the debtor defaults, to take legal action to obtain full payment in accordance with the agreement and applicable laws and regulations. However, the creditor is also obligated to exercise its rights in accordance with applicable legal procedures, including during the collection process and the foreclosure of the collateral. The existence of a fiduciary collateral does not grant the creditor unlimited authority to seize the collateral unilaterally.

Breach of contract occurs when one party fails to fulfill its obligations as specified in the agreement, whether by failing to perform, performing late, or performing in a manner inconsistent with the agreement. In a financing agreement, a breach of contract may occur when the debtor fails to make installment payments in accordance with the agreed-upon terms. However, the determination of a breach of contract and its legal consequences must take into account the contents of the agreement as well as applicable legal provisions. This is important because the existence of overdue payments does not automatically justify any form of action by the creditor to repossess the collateral. (Longkeng, et al., 2025)

The legal basis for the enforcement of a fiduciary security interest is primarily set forth in Articles 15 and 29 of Law No. 42 of 1999. Article 15 governs the enforceability of a fiduciary security certificate, while Article 29 governs the procedure for enforcement in the event of a debtor's default. In principle, enforcement may be carried out through the execution of an enforceable title, the sale of the collateral through a public auction, or a private sale based on an agreement between the parties, provided that the requirements of the law are met. However, the implementation of these provisions must take into account the constitutional interpretation set forth in Constitutional Court Decision No. 18/PUU-XVII/2019. (Mahardhika, R., et al., 2023) This decision affirms that a determination of breach of contract must not be established

solely by the creditor's unilateral decision. If there is no agreement regarding a breach of contract and the debtor objects to voluntarily surrendering the collateral, the enforcement mechanism must follow the procedures for enforcing a court judgment that has become final and binding.

Thus, a fiduciary security interest provides a legal basis for creditors to obtain repayment of debts, but its enforcement remains subject to the principles of legal certainty and protection of the debtor. When analyzing disputes regarding the enforcement of fiduciary liens, it is necessary to examine not only whether the debtor has defaulted but also whether the creditor's actions have complied with the agreement, the provisions of the Fiduciary Lien Law, and the applicable enforcement procedures. This legal framework serves as the basis for evaluating the South Jakarta District Court's ruling from the perspective of legal developments following Constitutional Court Decision No. 18/PUU-XVII/2019.

Analysis of Judgment No. 345/Pdt.G/2018/PN Jkt.Sel

Judgment No. 345/Pdt.G/2018/PN Jkt.Sel concerns a civil case involving Aprilliani Dewi as the plaintiff against PT Astra Sedaya Finance as Defendant I, Idris Hutapea as Defendant II, and M. Halomoan Tobing as Defendant III, with the Financial Services Authority as a Co-Defendant. This case concerns a dispute over a motor vehicle financing agreement secured by a fiduciary pledge, specifically regarding debt collection actions, vehicle repossession, and the debtor's obligation to repay the financing. This decision is relevant for analysis because it demonstrates that financing disputes can give rise to two distinct legal issues: breach of contract in the performance of the agreement and tortious conduct in the collection process.

The dispute originated from a multipurpose financing agreement entered into on November 18, 2016, between Aprilliani Dewi and PT Astra Sedaya Finance for the financing of one 2004 Toyota Alphard V 2.4 A/T. The total agreed-upon payment obligation was Rp222,696,000.00, with a term of 35 months and monthly installments of Rp6,186,000.00. The vehicle served as collateral to secure the debtor's obligations. The debtor made payments for nine months, through July 2017, totaling Rp55,674,000.00. After that, the debtor stopped making installment payments, prompting PT Astra Sedaya Finance to send three warning letters to the debtor.

A dispute then arose when parties involved in the debt collection process came to the plaintiff's home to repossess the vehicle. Based on the facts and witness testimony considered by the panel of judges, this action was not limited to the attempt to repossess the vehicle but was also accompanied by behavior such as using abusive language, cutting off the power to the plaintiff's home, and locking the plaintiff's gate. The panel of judges also took into account that the parties carrying out the repossession were unable to present a valid power of attorney. In response to these events, the plaintiff filed a lawsuit alleging that the defendants' actions constituted unlawful conduct and sought payment of damages. Conversely, PT Astra Sedaya Finance filed a counterclaim alleging that the plaintiff had breached the contract by failing to continue making installment payments in accordance with the agreement.

The two claims have different legal bases and subjects of proof. The original claim focuses on whether the collection actions satisfied the elements of a tort as defined in Article 1365 of the Civil Code (KUHPerdata). The counterclaim, on the other hand, focuses on whether there is a contractual relationship, a payment obligation that has become due, and the debtor's failure to fulfill that obligation. Examining both claims in a single case allows the court to assess the dispute comprehensively without conflating the validity of the collection actions with the existence of the payment obligation.

In reviewing the conventional claim, the panel of judges based its deliberations on Article 1365 of the Civil Code (KUHPerdata) regarding tortious acts. The panel determined

that the act of towing the vehicle without presenting a valid power of attorney, coupled with conduct that caused harm to the plaintiff, satisfied the elements of a tortious act, fault, causation, and damages. These considerations indicate that a creditor's right to collect on a debtor's obligations cannot be separated from the obligation to carry out such collection in accordance with the law. In other words, the existence of overdue payments does not automatically justify every action taken in the process of repossessing collateral.

Furthermore, in this conventional lawsuit, the presentation of evidence was a crucial aspect in determining whether the debt collection and vehicle repossession actions constituted a tort. According to the copy of the judgment, the plaintiff submitted documentary evidence, including correspondence with the finance company, WhatsApp chat logs, a power of attorney related to debt collection, a receipt for the report, and consumer complaint documents. The plaintiff also called two witnesses and an expert witness. One of the witnesses mentioned in the ruling was Ilyas Siswandi, who testified that he had witnessed debt collectors arriving at night and heard abusive language during the collection process. The witness also testified that there had been a power outage at the plaintiff's home.

Such documentary evidence and witness testimony are relevant for assessing the collection methods, the conduct of the parties who visited the debtor's home, and the authority of the parties conducting the collection. However, under civil procedure law, each piece of evidence must be evaluated based on its relevance and probative value with respect to the claims raised. Witness testimony can help prove events that the witness saw or heard firsthand, while correspondence and powers of attorney can be used to assess the parties' communications and the basis for the collector's authority. The existence of a complaint or report must also be distinguished from proof that the entire content of the complaint is true, as such documents essentially indicate that a complaint or report was filed.

The panel of judges also distinguished between the damages arising from the defendants' actions and the payment obligations arising under the financing agreement. The installment payments already made by the plaintiff were not considered damages resulting from a tortious act, as those payments constituted the fulfillment of contractual obligations. Conversely, the cost of replacing the gate lock, amounting to Rp100,000.00, was deemed to be a material loss directly related to the defendants' actions. The panel also awarded non-pecuniary damages in the amount of Rp200,000,000.00, taking into account the debt collection practices deemed unprofessional, even though the plaintiff had previously defaulted on the agreement. Thus, liability for tortious conduct does not extinguish the debtor's outstanding payment obligations.

In the counterclaim, the panel of judges ruled that the failure to continue making installment payments after July 2017 constituted a breach of the financing agreement. Based on the evidence of the agreement, payment history, and warning letters submitted, the panel determined the remaining principal obligation to be Rp167,022,000.00 and the penalty to be Rp45,035,000.00, bringing the debtor's total obligation as of August 10, 2018, to Rp212,057,000.00. The denial of the claim for the surrender of the vehicle must be analyzed separately from the determination of the debtor's payment obligations. These two issues have different subjects of claim and legal consequences. The determination that the debtor is obligated to pay the remaining financing debt does not, by itself, clarify whether the claim for the surrender of the collateral has met the legal requirements to be granted. Therefore, the reasons why the panel of judges did not grant the claim for the surrender of the vehicle must be examined based on the legal considerations and the ruling's disposition. Without such an explanation, it is inappropriate to conclude that the denial of the claim for the surrender of the vehicle extinguishes the debtor's debt or eliminates the creditor's right to the fiduciary collateral.

Based on these considerations, the court partially granted the conventional claim and ruled that PT Astra Sedaya Finance, Idris Hutapea, and M. Halomoan Tobing had committed an unlawful act. All three were ordered to pay, jointly and severally, material damages in the amount of Rp100,000.00 and immaterial damages in the amount of Rp200,000,000.00. In the counterclaim, the court also partially granted PT Astra Sedaya Finance's claims and ruled that Aprilliani Dewi was in breach of contract and obligated to pay the remaining balance of her debt in the amount of Rp212,057,000.00. Thus, this ruling demonstrates that an unlawful act by a creditor and a breach of contract by a debtor can be ruled upon simultaneously because each is based on different acts and legal relationships.

From the perspective of developments in the law of fiduciary liens, this case is relevant to Constitutional Court Decision No. 18/PUU-XVII/2019. The South Jakarta District Court's decision was rendered in January 2019, while the Constitutional Court's decision was issued in January 2020. Therefore, the Constitutional Court's decision cannot be considered a legal basis that was applied by the panel of judges in this case. Rather, the decision can serve as a normative evaluative framework for assessing the limits of a creditor's authority in enforcing a fiduciary security interest, particularly regarding the determination of a breach of contract and the voluntary surrender of the collateral.

Thus, the South Jakarta District Court's ruling underscores the importance of distinguishing between a creditor's right to demand debt repayment and the methods used to enforce that right. The debtor remains obligated to fulfill the agreed-upon obligations, while the creditor must carry out the collection and enforcement processes in accordance with legal provisions. From the perspective of civil procedure law, separating these two issues is important so that dispute resolution not only provides certainty regarding payment obligations but also ensures legal protection for the parties involved.

Legal Developments Following Constitutional Court Decision No. 18/PUU-XVII/2019

Constitutional Court Decision No. 18/PUU-XVII/2019 marks a significant development in the law of fiduciary liens in Indonesia, particularly regarding the enforcement of collateral when a debtor defaults. This decision provides an interpretation of Article 15, paragraphs (2) and (3), of Law No. 42 of 1999 on Fiduciary Liens. This interpretation aims to provide legal certainty for creditors in exercising their rights while protecting debtors from enforcement actions carried out unilaterally without meeting legal requirements. (Syafrida, S., et al., 2020).

First, the Constitutional Court affirmed that a determination of breach of contract cannot be based solely on the creditor's unilateral assessment. A breach of contract must be based on an agreement between the creditor and the debtor regarding the circumstances that lead to the debtor being deemed to have failed to fulfill their obligations. Thus, if there is a disagreement regarding the occurrence of a breach of contract, the creditor cannot unilaterally designate such circumstances as grounds for immediately foreclosing on the collateral. This interpretation places the agreement between the parties and legal certainty as essential elements in the enforcement of fiduciary collateral.

Second, direct enforcement by the creditor requires the voluntary surrender of the collateral by the debtor. This means that the enforcement authority inherent in a fiduciary collateral certificate does not grant the creditor the right to forcibly take the collateral without regard to legal provisions. If the debtor acknowledges a breach of contract and voluntarily surrenders the collateral, enforcement may proceed without first going through the courts. Conversely, if the debtor refuses to voluntarily surrender the collateral, the creditor cannot use that enforcement authority to seize it by force.

Third, the Constitutional Court has affirmed that if there is no agreement regarding the breach of contract and the debtor objects to voluntarily surrendering the collateral, enforcement

must follow the applicable legal mechanisms and procedures, just as in the enforcement of a court judgment that has become final and binding. Thus, creditors must pursue the court process to obtain enforcement in accordance with legal procedures, rather than forcibly seizing the collateral based solely on a fiduciary collateral certificate. This interpretation does not negate the creditor's right to obtain repayment of the debt, but it reaffirms that this right must be exercised while respecting the debtor's rights and applicable legal procedures. (Utomo, D. T. B., Dewi, M. A., et al., 2022)

Based on this interpretation, Constitutional Court Decision No. 18/PUU-XVII/2019 places the enforcement of fiduciary liens within the framework of a balance of legal protection for both creditors and debtors. Creditors retain the right to demand payment and enforce the collateral in accordance with legal provisions, while debtors are protected from unilateral declarations of default and the forcible seizure of collateral when the requirements for direct enforcement are not met (Jadidah, F., 2022). Therefore, the enforcement process must not only consider the creditor's rights under the financing agreement but must also take into account the agreement regarding default, the debtor's willingness to surrender the collateral, and the legal procedures mandated by the Constitutional Court's decision.

In relation to Decision No. 345/Pdt.G/2018/PN Jkt.Sel, Constitutional Court Decision No. 18/PUU-XVII/2019 is used as a benchmark to evaluate the limits of a creditor's authority in executing a fiduciary security interest. This assessment must take into account the time difference between the two decisions: the case in the South Jakarta District Court was decided in January 2019, while the Constitutional Court's decision was rendered on January 6, 2020. Thus, the Constitutional Court's decision is not positioned as a legal basis that had already been applied by the panel of judges, but rather as a relevant legal development for assessing the procedures for the enforcement of fiduciary collateral.

Normative Evaluation and Implications for the Legal Protection of the Parties

Judgment No. 345/Pdt.G/2018/PN Jkt.Sel highlights the importance of distinguishing between an assessment of the performance of a financing agreement and an assessment of how a creditor enforces its rights. In this case, the panel of judges found unlawful acts in the debt collection process while simultaneously ruling that the debtor was in default in the counterclaim. These two assessments do not necessarily negate one another because they pertain to different subjects of proof. However, to assess the overall soundness of the judges' reasoning, it is necessary to examine whether each conclusion is based on facts and evidence relevant to the applicable legal elements. Thus, an evaluation of the decision cannot stop at the final outcome, namely, damages and payment of the remaining obligations, but must also examine the relationship between the parties' arguments, the evidence presented, and the panel's legal reasoning.

In the South Jakarta District Court's ruling, the court found that PT Astra Sedaya Finance, along with two other parties, had committed unlawful acts in the process of debt collection and repossession of the debtor's vehicle. The actions in question included, among other things, the improper conduct of collection officers and the execution of the repossession without a valid power of attorney, as considered in the case. At the same time, the court also ruled that the debtor had defaulted by failing to continue making installment payments and still required the debtor to pay the remaining financing obligations. This indicates that the court distinguished between violations in the collection process and the debtor's obligation to fulfill the financing agreement. Thus, the creditor's unlawful conduct does not automatically eliminate the debtor's payment obligation, just as the debtor's breach of contract does not justify the creditor's use of unlawful collection methods.

From the perspective of legal protection, these considerations reflect an effort to maintain a balance between the interests of creditors and debtors. Creditors have the right to

receive payment of their claims in accordance with the agreement and to enforce the security interest as provided by law. Conversely, debtors are entitled to fair treatment and protection from arbitrary collection actions or the repossession of collateral. The award of damages to the debtor in this case constitutes a form of legal protection against losses resulting from unlawful acts. However, this case also demonstrates that the mere existence of a financing agreement and a fiduciary security certificate is not sufficient to justify every action taken by a creditor to obtain repayment of a debt.

This principle was subsequently reaffirmed in Constitutional Court Decision No. 18/PUU-XVII/2019. The Court interpreted that a breach of contract cannot be determined unilaterally by the creditor but must be based on an agreement between the creditor and the debtor or through legal proceedings establishing that a breach of contract has occurred. The Court also emphasized that direct enforcement against the subject matter of a fiduciary pledge requires an agreement regarding the breach of contract and the debtor's willingness to voluntarily surrender the subject matter of the pledge. If there is no agreement regarding a breach of contract and the debtor objects to voluntarily surrendering the collateral, the execution must follow the mechanisms and procedures for enforcing a court judgment that has become final and binding. (Suyanti, S., et al., 2020)

By comparison, the district court's ruling emphasizes liability for unlawful collection practices, whereas the Constitutional Court's ruling provides a normative clarification regarding the limits on the enforcement of fiduciary liens. Both rulings share a common ground: a creditor's rights under a contract must not be exercised in a manner that disregards the debtor's rights and legal protections. The difference lies in the scope of the assessment: district courts resolve specific disputes based on the facts and evidence in the cases before them, while the Constitutional Court provides a constitutional interpretation of the statutory provisions that form the basis for the enforcement of fiduciary liens.

Nevertheless, it must be emphasized that the Constitutional Court's decision cannot be used as a basis for asserting that the judge in the South Jakarta District Court case applied the constitutional interpretation newly established in 2020. The Constitutional Court's decision is used in this study as a legal development that can serve as a benchmark for evaluating legal protection in the enforcement of fiduciary guarantees. Based on this benchmark, balanced legal protection not only requires the debtor to fulfill their obligations but also obligates the creditor to carry out collection and enforcement through lawful means and procedures.

The interpretation regarding the enforcement of fiduciary security was further clarified in Constitutional Court Decision No. 2/PUU-XIX/2021. This decision clarifies that enforcement through district court is an alternative pursued when there is no agreement between the creditor and the debtor regarding a breach of contract or the voluntary surrender of the collateral. Conversely, if the debtor acknowledges the breach of contract and voluntarily surrenders the collateral, enforcement may be carried out without necessarily going through the courts. This clarification is important to avoid the misconception that every enforcement of a fiduciary security must be preceded by court proceedings. Thus, an assessment of the validity of enforcement must take into account whether or not the conditions specified in the Constitutional Court's interpretation have been met.

Based on this evaluation, legal protection in fiduciary security disputes must be analyzed through three interrelated but distinct issues. First, proving breach of contract determines whether the debtor has failed to fulfill the agreed-upon obligations. Second, proving an unlawful act determines whether the actions of the creditor or the party enforcing collection satisfy the elements of liability under civil law. Third, the execution process determines whether the methods used to obtain the collateral comply with applicable legal provisions. Constitutional Court Decision No. 18/PUU-XVII/2019 clarifies this third aspect, particularly regarding the determination of breach of contract and the voluntary surrender of collateral.

These three issues must be distinguished so that recognition of the creditor's right to debt repayment does not serve as justification for unlawful debt collection actions, and so that violations by the creditor are not automatically deemed to nullify the debtor's contractual obligations. (Lailatun, Y., et.al., 2021)

CONCLUSION AND RECOMMENDATIONS

Based on the results of this study, it can be concluded that Judgment No. 345/Pdt.G/2018/PN Jkt.Sel demonstrates that financing disputes involving fiduciary liens are not only related to the debtor's breach of contract but also to the validity of collection actions and the creditor's exercise of rights over the collateral. In this case, the panel of judges ruled that the defendants' actions during the collection process constituted unlawful acts and ordered them to pay damages. At the same time, in the counterclaim, the judge found that the debtor had breached the contract and ordered the debtor to pay the remaining financing obligations along with late payment penalties. This demonstrates that a debtor's breach of contract does not automatically justify unlawful collection actions. Conversely, unlawful acts committed by the creditor also do not automatically nullify the debtor's payment obligations.

From the perspective of civil procedural law, this case highlights the importance of distinguishing between proving a tort in a main action and proving a breach of contract in a counterclaim. A tort claim focuses on proving the existence of a tort, fault, damages, and a causal relationship, whereas a breach of contract claim focuses on the existence of a contract, the obligations of the parties, and the failure to fulfill those obligations. Furthermore, the dismissal of the claim for the surrender of the vehicle must be distinguished from the ruling regarding the existence of the debtor's debt. The dismissal of that claim does not, in and of itself, extinguish the obligation to pay or eliminate the creditor's right to the security interest.

Constitutional Court Decision No. 18/PUU-XVII/2019, issued on January 6, 2020, marks an important development in legal protection for debtors and creditors. The decision affirms that enforcement based on a fiduciary security certificate cannot be carried out unilaterally if the breach of contract is in dispute and the debtor does not voluntarily surrender the collateral. In such circumstances, enforcement must follow the applicable mechanisms governing the enforcement of court decisions that have become final and binding. Since the district court's decision in the case under review was rendered prior to the Constitutional Court's decision, the Constitutional Court's decision serves as an evaluative framework for assessing legal developments, rather than as a legal basis that had already been applied by the panel of judges at the time of rendering the decision.

Thus, the resolution of fiduciary security disputes must strike a balance between the creditor's right to receive payment of the debt and the debtor's right to protection from unlawful collection actions and enforcement. Legal certainty is not sufficiently achieved merely through recognition of the debtor's payment obligation; it must also be accompanied by the exercise of the creditor's rights in accordance with applicable procedures. Therefore, the handling of disputes involving fiduciary security interests must clearly distinguish between the aspects of breach of contract, unlawful acts, and enforcement mechanisms, so that legal protection for both parties can be realized in a proportionate manner.

Creditors should ensure that debt collection and fiduciary security enforcement comply with applicable laws, contractual provisions, and the requirements established by Constitutional Court Decision No. 18/PUU-XVII/2019. Collection procedures should be supported by adequate documentation, conducted without unlawful coercion, and distinguished from the separate process of establishing a debtor's contractual default. Creditors should also ensure that the legal basis and procedural requirements for executing fiduciary collateral are satisfied before taking enforcement measures.

For courts, the examination of disputes involving fiduciary financing should clearly distinguish the elements and evidence relevant to claims of unlawful acts from those relevant to breach of contract. Judicial reasoning should explain how the evidence supports each claim and counterclaim, including the legal consequences for outstanding debt and the requested enforcement of collateral. Future research may examine additional judicial decisions issued after Constitutional Court Decision No. 18/PUU-XVII/2019 to evaluate the consistency of judicial approaches to default, voluntary surrender of fiduciary collateral, and execution procedures.

REFERENCES

Efferin, J. R. (2020). *Eksekusi objek jaminan fidusia pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019.* Yuriska: Jurnal Ilmiah Hukum, 12(1), 39–49. https://doi.org/10.24903/yrs.v12i1.789

Jadidah, F. (2022). *Perlindungan hukum bagi kreditur terhadap pelaksanaan eksekusi jaminan fidusia (Analisis Putusan Mahkamah Konstitusi No. 18/PUU-XVII/2019).* IBLAM Law Review, 2(2), 17–37. https://doi.org/10.52249/ilr.v2i2.69

Junaedi, B., Tjoanda, M., & Berlianty, T. (2022). *Perlindungan hukum pada debitur atas penarikan objek jaminan fidusia melalui parate eksekusi.* Pattimura Legal Journal, 1(2), 124–132. https://doi.org/10.47268/pela.v1i2.6433

Kitab Undang-Undang Hukum Perdata, *Burgerlijk Wetboek*. Staatsblad Tahun 1847 Nomor 23.

Lailatun, Y., Salim, H. S., & Djumardin. (2021). *Efektifitas eksekusi jaminan akta fidusia pasca Putusan Mahkamah Konstitusi No. 18/PUU-XVII/2019*. Jurnal Pendidikan Ilmu Sosial, 9(4).

Longkeng, C. M., Pinasang, D. R., & Lumintang, D. W. (2025). *Pengaturan eksekusi penarikan barang kreditur yang menjadi objek jaminan fidusia menurut Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019*. Lex Crimen, 14(2). https://ejournal.unsrat.ac.id/v3/index.php/lexcrimen/article/view/64938

Mahardhika, R. K., Wildanu, A. Y., Pratiwi, S. A., & Arfah, W. L. (2023). *Pengaruh ditetapkannya Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 terhadap eksekusi objek jaminan fidusia dalam Undang-Undang Jaminan Fidusia.* Diponegoro Private Law Review, 5(2), 151-166. https://ejournal2.undip.ac.id/index.php/dplr/article/view/18467

Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019

Putusan Mahkamah Konstitusi Nomor 2/PUU-XIX/2021

Putusan Nomor 345/Pdt.G/2018/PN Jkt.Sel

Suyanti, S., & Purwaningsih, S. B. (2020). *Weaknesses of fidusia execution after rules of the Constitutional Court Number 18/PUU-XVII/2019: Kelemahan eksekusi jaminan fidusia pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019*. Indonesian Journal of Law and Economics Review, 9. https://doi.org/10.21070/ijler.2020.V9.693

Syafrida, S., & Hartati, R. (2020). *Eksekusi jaminan fidusia setelah Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019*. ADIL: Jurnal Hukum, 11(1). https://doi.org/10.33476/ajl.v11i1.1447

Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia.

Utomo, D. T. B., Dewi, M. A., & Pratiwi, I. (2022). *Eksekusi jaminan fidusia setelah Putusan MK No. 18/PUU-XVII/2019 di Pengadilan Negeri Semarang*. Jurnal Meta-Yuridis, 5(2). https://journal.upgris.ac.id/index.php/meta-yuridis/article/view/13535