

## The Legal Position of Insurance Agreement (*Borgtocht*) as a Form of Credit Bindings

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**Abstract.** *This study aims to examine and analyze the credit agreement at PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch and to examine and analyze the legal position of the guarantee agreement (Borgtocht) as a form of credit binding at PT BPR Surya Yudhakencana Banjarnegara Purwokerto branch and to determine the form of the guarantee agreement deed (Borgtocht). ).The research approach method is a sociological juridical research method. The research specification uses descriptive analysis. The types and sources of research data are divided into two, namely primary data and secondary data. Methods of data collection by using the interview method, study documents or library materials. The data analysis method uses qualitative analysis, namely by using the data that has been obtained to then connect it with the provisions and legal principles related to the problem under study with an inductive logic, namely thinking from the specific to the general. The results showed that PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch did not yet have an SOP in the implementation of the guarantee agreement (Borgtocht), however, in its implementation, it is still guided by the standard rules that apply to civil law in the provisions of Article 1313 of the Civil Code and Article 1320 of the Civil Code. The existence of the 6C indicator in the selection of borg, so that the position of the insurer (Borgtocht) has the power to carry out the function as guarantor according to the underwriting agreement deed that has been agreed and signed.*

**Keywords:** Agreement; Borgtocht; Guarantee.

## 1. Introduction

The enactment of law in Indonesia is a manifestation that Indonesia adheres to as a country based on law that is applied with legal governance consisting of several hierarchical rules, all of which are none other than to maintain the survival of the state within the framework of the Unitary State of the Republic of Indonesia. This is clearly illustrated in Article 1 paragraph 3 of the 1945 Constitution of the Republic of Indonesia in the third amendment, namely, "The State of Indonesia is a State of Law." In his book Diana Halim Koentjoro<sup>1</sup> concerning State Administrative Law, states that the essence of the sound of the rule of law is that various actions issued by the government must be based on laws and statutory regulations.

Rural Banks (BPR) which in lending, do not provide credit to the public for free, but also require guarantees by banks against debtor actions as an anticipatory measure if the debtor defaults. In the KUHPer that guarantees consist of 2, namely material guarantees regulated in Article 1131 of the Civil Code and individual guarantees regulated in Article 1820 of the Civil Code.

In economic activities, especially when providing credit or carrying out legal activities in the form of disbursing funds through credit, PT BPR Surya Yudhakencana Banjarnegara applies the 6 C principles, namely Character, Capacity, Collateral, Capital, Condition of Economy and Cash Flow. Implementing these principles, PT BPR Surya Yudhakencana Banjarnegara also demands additional guarantees in the form of Material Guarantees / Guarantee Guarantees commonly known as Personal Guarantees and Corporate Guarantees in the form of a guarantee agreement (*Borgtocht*)<sup>2</sup>.

The debtor when signing the credit agreement will provide collateral in the form of material guarantees to the creditor, this is given as collateral for the debt or credit he borrowed. So if the debtor does not pay the debt or defaults, the creditor can demand the execution of the object guaranteed by the debtor in order to pay off the remaining debt he has borrowed. Whereas in this individual guarantee or *Borgtocht*, the guarantee given by the debtor is not in the form of objects but in the form of a statement by a third party (guarantor) who has no interest in either the debtor or the creditor, that the debtor can be trusted to carry out the agreed obligations.<sup>3</sup>

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<sup>1</sup>Halim Koentjoro, Diana, (2004), *Hukum Administrasi Negara*, Ghalia Indonesia, Bogor, p. 35

<sup>2</sup> Deen, Taufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. *JURNAL AKTA*: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>

<sup>3</sup>Harapan, M. Yahya, (1982). *Segi-segi Hukum Perjanjian*, Bandung, Alumi, p. 315

With the existence of individual guarantees, the creditor can demand the guarantor to pay the debtor's debt if the debtor defaults or is negligent or unable to pay the debt. In reality, the existence of a guarantor in a credit agreement does not constitute a guarantee that the credit agreement will avoid the possibility of default on the part of the debtor. Individual guarantees are guarantees whose implementation is based on psychological and bona fide factors, namely personal guarantees or other people's guarantees. The nature of this guarantee has a background of trust and bona fide, both from the borrower and the guarantor himself.<sup>4</sup>

Guarantee Guarantee is an individual guarantee that creates a direct relationship with a certain person. This individual guarantee can only be maintained against certain debtors. On the other hand, there are legal regulations that have an equal position between the *Borgtocht* agreement as regulated in the Criminal Code which is a *lex specialist*, regulated in Article 131 of the Commercial Code which states that the Avalist engagement stands alone apart from the principal engagement. Therein lies the difference between Avalist and *Borgtocht*, who will remain assessors with their main engagement. In its position as an *accessoir* agreement, the guarantee agreement, like other *accessoir* agreements, fiduciary, pledge, etc., will have certain legal consequences: The existence of a guarantee agreement depends on the main agreement; If the main agreement is canceled then the guarantee agreement is also canceled; If the main agreement is cancelled, the guarantee agreement is also canceled; By showing the receivables in the main agreement, all *accessoir* agreements attached to the receivables will also be transferred<sup>5</sup>.

Because by looking at the definition of *Borgtocht* itself, which in principle will follow the main agreement, which will eventually raise questions about the principle of publicity of the agreement itself. Moreover, coverage in *Borgtocht* is usually carried out with people who are well known and considered capable of bearing, to what extent is the obligation given to the insurer to bear the debts of the insured, either in whole or in part.

Tjiptoadinugroho further said in his book that the provisions regarding personal/individual guarantees are contained in the Civil Code, Book III, Chapter

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<sup>4</sup>Tjiptoadinugroho, R., (1971). *Perbankan Masalah Perkreditan (Penghayatan, Analisis dan Penuntutan*, Jakarta, Pradnya Paramita, p. 66

<sup>5</sup> Ong Argo Victoria, Ade Riusma Ariyana, Devina Arifani. (2020). *Code of Ethics and Position of Notary in Indonesia*. Sultan Agung Notary Law Review 2 (4), 397-407, <http://lppm-unissula.com/jurnal.unissula.ac.id/index.php/SANLaR/article/view/13536>

XVII Articles 1820 to 1850, regarding debt guarantees. Guarantee is an agreement in which a third party, for the benefit of the debtor, binds himself to fulfill the debt of the debtor, when the debtor is in breach of contract. Article 1820 of the Civil Code states that a guarantee of debt is an agreement where a third party, for the benefit of the creditor, if the debtor does not fulfill it. Insurers can arise to guarantee debts arising from all kinds of legal relationships which are usually civil in nature, but can also guarantee the fulfillment of achievements that can be valued in money.<sup>6</sup>

This prompted the author to examine how the position of the guarantee agreement (*Borgtocht*) as a form of credit binding at PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch.<sup>7</sup>

## 2. Research Methods

The research approach method is a sociological juridical research method. The research specification uses descriptive analysis. The types and sources of research data are divided into two, namely primary data and secondary data. Methods of data collection by using the interview method, study documents or library materials. The data analysis method uses qualitative analysis, namely by using the data that has been obtained to then connect it with the provisions and legal principles related to the problem under study with an inductive logic, namely thinking from the specific to the general.

## 3. Results and Discussion

### 3.1. Implementation of the Credit Agreement at PT BPR Surya Yudhakencana Banjarnegara Purwokerto

Article 1313 of the Civil Code states that: "An agreement is an act, by which one or more people bind themselves to one or more other people."<sup>8</sup>Based on the understanding of the article, it can be understood that the agreement made creates a binding legal relationship between the parties who make it. In principle, every agreement made by the parties must fulfill its obligations reciprocally, namely the first party is obliged to give rights to the achievement.<sup>9</sup>

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<sup>6</sup>*Ibid*, p. 167

<sup>7</sup> Yaya Kareng, Ong Argo Victoria, R. Juli Moertiyono. (2019). How Notary's Service in Thailand. Sultan Agung Notary Law Review, 1 (1), 46-56, <http://jurnal.unissula.ac.id/index.php/SANLaR/article/view/4435>

<sup>8</sup>Subekti and Tjitrosudibio, (2008). *Kitab Undang-Undang Hukum Perdata*, Pradnya Paramita, Jakarta, p. 338

<sup>9</sup>*Ibid*.

The implementation of the agreement is a very important aspect of the agreement, it can even be said that the implementation of the agreement is the goals of the people who enter into the agreement, because with the implementation of the agreement the parties who make the agreement will be able to fulfill their obligations. The agreement when viewed from its form is a series of words containing promises of abilities that are evaporated / poured in writing by the party who made the agreement. The agreement contains the rights and obligations of the party who made it. Implementing an agreement means carrying out properly what is an obligation to whom the agreement was made. In other words, implementing the agreement is realizing what has been agreed in the agreement.<sup>10</sup>

PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch as the executor of credit distribution that is subject to all existing regulations, applies the principle of freedom of contract as regulated in Article 1338 paragraph 1 of the Civil Code, namely all agreements made legally valid as law for those who make them. As for the agreement, what is meant by legally made is all agreements that meet the legal requirements as regulated in Article 1320 of the Civil Code.

Article 1320 of the Civil Code, Chapter Two, Part Two concerning the conditions needed for the validity of an agreement, states: For the validity of an agreement, four conditions are required<sup>11</sup>: Agree on those who bind themselves; The ability to make an agreement<sup>12</sup>; A certain thing; The reason is lawful. The first two conditions relate to the subject, while the last two conditions relate to the object. Because an agreement that contains defects in the subject does not always make the agreement null and void by itself, but gives the possibility to be canceled, while an agreement that is flawed in terms of its object is null and void by law.

In quantitative terms, the number of standard agreements that live and develop in the community is very large and PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch is no exception. This is done by companies or institutions, both those engaged in banking and non-banking and others who always prepare standard contracts in managing the business. The standard contract agreement is made to facilitate and speed up legal traffic while still taking into account the

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<sup>10</sup>Zakiyah, (2015). *Hukum Perjanjian (Teori dan Perkembangannya)*, Lingkar Media, Yogyakarta, p. 93

<sup>11</sup>Subekti and Tjitrosudibio, Op.Cit, p. 339

<sup>12</sup> Ambe J. Njoh, Liora Bigon, Erick O. Ananga, Richard A. Ayuk-Etang, Institutional, economic and socio-cultural factors accounting for gender-based inequalities in land title procurement in Cameroon, *Journal of Public Transportation*, p. 116-125, <https://www.sciencedirect.com/journal/land-use-policy/vol/78/suppl/C>

legal rules of the agreement as set out in Article 1320 in conjunction with Article 1329 of the Civil Code which requires the existence of skills in carrying out legal actions.

Based on the results of the study, PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch in implementing the credit agreement, used the standard agreement method that had previously been designed by PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch itself. This was carried out, because the standard agreement process tends to facilitate and benefit PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch in several ways, including:

- Cost, time and energy efficiency;
- Practical because there are already printed manuscripts in the form of forms or blanks that are ready to be filled out and signed;
- The solution is fast because the consumer only agrees and or signs the agreement that is presented to him.

Apart from that, all of this is done to ensure legal certainty for the parties who bind themselves in an agreement that has been agreed upon. This is in accordance with Hans Kelsen's theory, law is a system of norms. Norms are statements that emphasize aspects of "should" or *das sollen*, by including some rules about what must be done.

So in the preparation of the agreement for PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch, it is still necessary to pay attention to several necessary stages, one of which is making an initial draft. Therefore, before the draft contract agreement is signed by the parties, each must agree on the contents of the contract/agreement. Each clause in the contract/agreement must not have multiple interpretations so as to avoid disputes in the future. In its preparation, the draft agreement/contract must contain several parts, the parts of which include the Introduction, Contents and Closing. Each section is further divided into several subsections. The distribution can be described as follows:<sup>13</sup>:

- Introduction
  - Opener  
In the opening, there are three things that must be in a contract/agreement: The name of the contract or the title of the contract; The date when the contract was made and signed, and the place where the contract was made and signed.
  - Inclusion of the identity of the parties

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<sup>13</sup>Nanda Amalia, Ramziati and Tri Widya Kurniasari, (2015). *Modul Praktek Kemahiran Hukum Perancangan Kontrak*, Unimal Press, Lhokseumawe, p. 153-157

There are three things to note about the identity of the parties, namely: The identity of the parties must be clearly stated; The signatories of the contract/agreement must clearly state their competence, and the definition of the parties involved in the contract.

- Explanation (Premises)

- Contents

The contents of an agreement/contract can be divided into four types of clauses, namely: Definition clause; Transaction clause; Specific clauses; General provisions clause

- Closing

In the closing section, there are two things that can be identified as closing, namely: closing words; Space for placing signatures stating the names of the parties who signed and their positions; Attachment.

Based on the results of research and interviews with Mr. Mardiyanto, SE, as the Branch Head of PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch, explained that the *Borgtocht* agreement used at PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch as a form of binding credit agreement on a standard agreement. In the credit agreement at PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch, *Borgtocht* is not a credit guarantee, but only as a form of agreement<sup>14</sup>.

Based on the explanation above, the author can explain that all agreements made by PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch continue to prioritize the principle of freedom of contract as long as there are no prohibited causes. Because in the agreement with this position, the parties who are balanced will give birth to a balanced achievement as well. Therefore, if the agreement is without limitations on freedom of contract, it can be a restraint on the freedom of other parties who have a low bargaining position in closing the agreement.

In the agreement, PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch always adheres to the provisions of 1313 of the Civil Code as a reference for the formulation of a definite agreement that contains the commitments/promises or rights and obligations of the party closing the agreement. And Article 1320 of the

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<sup>14</sup> E. Herguido Sevillano, J.F. Lavado Contador, S. Schnabel, M. Pulido, J. Ibáñez, Using spatial models of temporal tree dynamics to evaluate the implementation of EU afforestation policies in rangelands of SW Spain, *Journal of Public Transportation*, p. 166-175, <https://www.sciencedirect.com/journal/land-use-policy/vol/78/suppl/C> <https://www.euredd.efi.int/publications/opportunities-for-improving-land-tenure-and-land-use-rights-in-indonesia>, accessed on March 24, 2022



Criminal Code as a condition for the validity of the agreement that has been determined in a limitative manner<sup>15</sup>.

### **3.2. Legal Position of the Underwriting Agreement (*Borgtocht*) as a Form of Credit Binding at PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch?**

In the banking world, the position of the guarantee agreement or *Borgtocht* in the law of guarantees concerning material guarantees or third party guarantees has long been a concern in our country, Indonesia. In connection with the importance of security law for people who need guarantees from the State through laws or legal rules governing the guarantee itself, due to the increasingly widespread need. Article 1131 of the Civil Code has explained that all objects of the debtor, both movable and immovable, whether existing or new, will in the future be borne by all third party engagements.

In the description of this research, Article 1820 of the Civil Code has stated that "Insurance is an agreement by which a third party, for the benefit of the debtor, binds himself to fulfill the obligation of the debtor, when the person himself does not fulfill it." Based on the results of the research, it is clearly stated in Article 1820 of the Civil Code that the guarantee is based on an agreement, and the agreement in question is an agreement between the creditor and the giver of personal guarantee or borg. PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch, the consequence of that is that every underwriting agreement must also fulfill the conditions contained in Article 1320 of the Civil Code as a basic requirement for the validity of an agreement.

On that basis, Article 1824 of the Civil Code explains that the guarantee of debt is not disputed, but must be made with a firm statement, it is not allowed to extend the guarantee to exceed the provisions that are the conditions when making it. In the case of unlimited guarantees for a principal engagement, Article 1825 of the Civil Code states that it includes all consequences of the debt, including the costs of the lawsuit filed against the main debtor, and all costs incurred after the insurer has been warned about it. This means that there is a maximum obligation that can be borne by the debt guarantor,

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<sup>15</sup> Hunter, Susan & Bulirwa, Elizabeth & Kisseka, Edward. (1993). AIDS and agricultural production. *Land use policy*. 10. 241-58. 10.1016/0264-8377(93)90018-6.  
Laura Notess (WRI) , Peter Veit (WRI), Iliana Monterroso (WRI), Andiko (WRI), Emmanuel Sulle (WRI), Anne M. Larson (WRI), Anne-Sophie Gindroz (WRI), Julia Quaedvlieg (WRI) and Andrew Williams (WRI) - July 2018, The Scramble for Land Rights, Reducing Inequity between Communities and Companies, <https://wri-indonesia.org/en/publication/scramble-land-rights>



It has become a common practice in several institutions or banks, including PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch that for legal certainty and settlement payments in a debt guarantee agreement, an agreement includes clauses in the form of principal debt, interest; costs, and other obligations arising from anything related to the agreement made. Even in Articles 1826 and 1827 of the Civil Code, it is stipulated that the bonds of the insurers are transferred to the heirs. And the content of the debt which is required to provide a guarantor must propose a person who has the legal capacity to bind himself, is sufficiently capable to fulfill his commitment and resides in the territory of Indonesia. So in this article, has required the existence of a skill that must be met to continue the achievements of the deceased heir. Such skills must be required by several criteria, namely in accordance with Article 1320 of the Civil Code.

Article 1829 of the Civil Code focuses more on the condition of bankruptcy; If the guarantor who has been accepted by the debtor voluntarily or by a judge's decision, then becomes incapacitated, a new guarantor must be appointed. Furthermore, Article 1830 of the Civil Code states that whoever by law or because of a judge's decision who has obtained absolute power, is obliged to provide a guarantor, even though he has not succeeded in getting it, is allowed instead to provide guarantees on a pledge or mortgage. This article may mean that in the event that there is an obligatory guarantor for an offer of sufficient material security as a substitute for personal guarantee, the creditor may not refuse and/or by means of the creditor agrees to this voluntarily. The above description,

Based on the article by article explanation above, it can be explained that the agreement in the guarantee agreement must refer to the provisions in Article 1821 of the Civil Code which states that there is no personal guarantee, if there is no valid principal engagement. This means that the engagement that arises in the guarantee agreement is an *accessoir* agreement. In accordance with the nature of the *accessoir* in the mortgage, the existence of the mortgage depends on the existence of a receivable whose repayment is guaranteed, if the receivable is written off due to settlement or other reasons, the mortgage in question is automatically deleted.

In a guarantee (*Borgtocht*) this means that the guarantor legally provides all or a certain part of the assets owned now or in the future, both fixed and movable goods to guarantee the debtor's debt, when the debtor is unable to pay off his debt. All or part of the assets provided depend on the agreement between the

creditor and a third party or borg. Like a guarantee agreement in general, this guarantee agreement or *Borgtocht* depends on the main agreement.

Thus the guarantee agreement or *Borgtocht* can be said as a form of credit binding, it can be formulated by adhering to the material content of the achievements of the parties. In the formulation of the guarantee agreement, what is unique is not the content of the achievements of the parties, but a certain formal element, namely that the borg guarantees the implementation of the achievements of others. Consequently, the content of the achievements can vary, depending on what is based on the principal commitment guaranteed by the debtor to be left unfulfilled or in the form of a promise of compensation of that amount.<sup>16</sup>

#### 4. Conclusion

Based on the results of the research and discussion in this thesis entitled "Legal Position of the Underwriting Agreement (*Borgtocht*) as a Form of Credit Binding at PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch", the authors can conclude as follows: At PT BPRSunYudhakencana Banjarnegara Purwokerto Branch, the guarantee agreement (*Borgtocht*) is implemented based on the policies of the credit team, not on the basis of SOPs (System Operational Procedures) so that it has not been regulated in a comprehensive manner. On this basis, there is a proposal for the establishment of a credit SOP that regulates the law of guarantee agreements (*Borgtocht*) whose implementation is in a decree or circular of the board of directors, so that the law of guarantee agreements (*Borgtocht*) can be applied in all branches of PT BPR Surya Yudhakencana Banjarnegara Purwokerto Branch.

Thus the guarantee agreement or *Borgtocht* can be said as a form of credit binding, it can be formulated by adhering to the material content of the achievements of the parties. In the formulation of the guarantee agreement, what is unique is not the content of the achievements of the parties, but a certain formal element, namely that the borg guarantees the implementation of the achievements of others. Consequently, the contents of the achievements can vary, depending on the content of the principal engagement that is guaranteed to be left by the debtor not fulfilled or in the form of a promise of compensation equal to the agreed agreement. The existence of indicator 6c in the selection of borg (guarantor), so that the position of the guarantor (*Borgtocht*) has the power

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<sup>16</sup>Satrio, J., (1996). *Hukum Jaminan, Hak-hak Jaminan Pribadi (Tentang Perjanjian Penanggungan dan Perikatan Tanggung Menanggung)*, Citra Aditya, Bandung, p. 11

to carry out the function as guarantor according to the deed of guarantee agreement (*Borgtocht*) that has been agreed and signed.

## 5. References

### Journals:

- [1] Ambe J. Njoh, Liora Bigon, Erick O. Ananga, Richard A. Ayuk-Etang, Institutional, economic and socio-cultural factors accounting for gender-based inequalities in land title procurement in Cameroon, *Journal of Public Transportation*, p. 116-125, <https://www.sciencedirect.com/journal/land-use-policy/vol/78/suppl/C>
- [2] Deen, Thaufiq., Ong Argo Victoria & Sumain. (2018). *Public Notary Services In Malaysia*. JURNAL AKTA: Vol. 5, No. 4, 1017-1026. Retrieved from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>
- [3] E. Herguido Sevillano, J.F. Lavado Contador, S. Schnabel, M. Pulido, J. Ibáñez, Using spatial models of temporal tree dynamics to evaluate the implementation of EU afforestation policies in rangelands of SW Spain, *Journal of Public Transportation*, p. 166-175, <https://www.sciencedirect.com/journal/land-use-policy/vol/78/suppl/C>
- [4] <https://www.euredd.efi.int/publications/opportunities-for-improving-land-tenure-and-land-use-rights-in-indonesia>, accessed on March 24, 2022
- [5] Hunter, Susan & Bulirwa, Elizabeth & Kisseka, Edward. (1993). AIDS and agricultural production. *Land use policy*. 10. 241-58. 10.1016/0264-8377(93)90018-6.
- [6] Laura Notess (WRI) , Peter Veit (WRI), Iliana Monterroso (WRI), Andiko (WRI), Emmanuel Sulle (WRI), Anne M. Larson (WRI), Anne-Sophie Gindroz (WRI), Julia Quaedvlieg (WRI) and Andrew Williams (WRI) - July 2018, The Scramble for Land Rights, Reducing Inequity between Communities and Companies, <https://wri-indonesia.org/en/publication/scramble-land-rights>
- [7] Ong Argo Victoria, Ade Riusma Ariyana, Devina Arifani. (2020). *Code of Ethics and Position of Notary in Indonesia*. Sultan Agung Notary Law Review 2 (4), 397-407, <http://lppm-unissula.com/jurnal.unissula.ac.id/index.php/SANLaR/article/view/13536>
- [8] Yaya Kareng, Ong Argo Victoria, R. Juli Moertiyono. (2019). How Notary's Service in Thailand. *Sultan Agung Notary Law Review*, 1 (1), 46-56, <http://jurnal.unissula.ac.id/index.php/SANLaR/article/view/4435>

### Books:

- [1] Halim Koentjoro, Diana, (2004). *Hukum Administrasi Negara*, Ghalia Indonesia, Bogor,
- [2] Harapan, M. Yahya, (1982). *Segi-segi Hukum Perjanjian*, Bandung, Alumni,
- [3] Nanda Amalia, Ramziati and Tri Widya Kurniasari, (2015). *Modul Praktek Kemahiran Hukum Perancangan Kontrak*, Unimal Press, Lhokseumawe,
- [4] Satrio, J., (1996). *Hukum Jaminan, Hak-hak Jaminan Pribadi (Tentang Perjanjian Penanggungan dan Perikatan Tanggung Menanggung)*, Citra Aditya, Bandung,
- [5] Subekti and Tjitrosudibio, (2008). *Kitab Undang-Undang Hukum Perdata*, Pradnya Paramita, Jakarta,
- [6] Tjiptoadinugroho, R., (1971). *Perbankan Masalah Perkreditan (Penghayatan, Analisis dan Penuntutan)*, Jakarta, Pradnya Paramita,
- [7] Zakiyah, (2015). *Hukum Perjanjian (Teori dan Perkembangannya)*, Lingkar Media, Yogyakarta,