

Legal Implications of the Determination of Roya Which is Not Accompanied by a Certificate of Full Payment (Study of Decision Number 594/Pdt.P/2023/Pn. Jkt Tim)

Hasudungan Sinaga¹⁾ & Bambang Tri Bawono²⁾

¹⁾Master of Notary Law, Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia, E-mail: akklindo.dki@gmail.com

²⁾Master of Notary Law, Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia, E-mail: bambangtribawono@unissula.ac.id

Abstract. *A mortgage is a security right over land or buildings granted to a creditor as collateral for a debt owed by the debtor. In practice, the elimination of mortgage rights is a frequently encountered problem. One way to eliminate mortgage rights is through the roya process, a request for a roya determination due to the creditor's inability to provide a certificate of settlement, which is one of the main obstacles in the process of releasing mortgage rights over collateral objects. The expected objectives of this study are to determine and analyze the procedures for implementing a roya determination for the elimination of mortgage rights, as well as to determine and analyze the legal implications of a roya determination without a Certificate of Settlement. This study is expected to provide a clearer picture of the obstacles, both from a legal and administrative perspective, that may exist. In addition, it is also expected to contribute to the development of mortgage law in Indonesia in general. The research method used is Normative Juridical with a case analysis approach as one of its instruments and a normative approach method that focuses on normative legal analysis. It was found that the Court's decision ordering the National Land Agency to remove roya was to ensure the restoration of the Debtor's rights to the collateral submitted to the Creditor, the obstacles faced by the Debtor in the process, and provided recommendations to improve the effectiveness of the implementation of the court's authority to ensure legal certainty for Debtors who had paid off their debts. The results of the study indicate that although the court has the authority to handle roya applications, delays in the legal process and administrative obstacles at the National Land Agency often slow down the provision of legal certainty needed by Debtors.*

Keywords: Application; Certificate; Determination; Mortgage; Payment.

1. Introduction

Loans provided by financial institutions, particularly banks, are often accompanied by collateral in the form of land rights or other valuables. This collateral is important for both parties: the debtor and the creditor. For the debtor, collateral allows them to obtain broader credit facilities, while for the creditor, collateral provides a sense of security and a legal basis for executing the collateral if the debtor fails to fulfill their obligations. Credit agreements and collateral binding agreements are closely related, where the collateral agreement depends on the validity of the credit agreement. If the credit agreement terminates, the collateral agreement also automatically terminates. Collateral, as regulated in Law No. 4 of 1996 concerning Mortgage Rights, gives the creditor the privilege to execute the collateral if the debtor fails to pay. However, in practice, problems often arise when the debtor has paid off their debt but is reluctant to provide the Certificate of Settlement required for the roya process at the National Land Agency (BPN). Without this letter, the debtor has difficulty recovering the land rights that have been pledged.

This issue creates injustice, as debtors must resort to legal channels to obtain a roya determination through the courts. Furthermore, the legal process is often time-consuming and expensive. This creates an imbalance of legal power between debtors and creditors, which contradicts the principle of justice under Indonesian law.

This phenomenon highlights the importance of clearer technical regulations regarding roya without a certificate of settlement. In practice, this legal uncertainty can create the potential for abuse of authority and harm debtors. Therefore, the law should be more adaptive and promote social justice, rather than relying solely on administrative documents. This study aims to analyze the problems arising in the legal process for roya applications at the East Jakarta District Court, focusing on the obstacles faced by debtors who do not receive a Certificate of Settlement from their creditors.

This thesis aims to examine the legal procedures for implementing a roya order for the removal of mortgage rights, the obstacles frequently encountered, and its impact on debtors' rights. It is hoped that this research will provide a deeper understanding of how court decisions can address the injustices perceived by debtors and how justice can be upheld in this context.

2. Research Methods

The research method is the most important part of research, because this research method will be the direction and guidance for research. The research method used in this research is Normative Juridical which discusses the characteristics of legal science, including library research, legal principles, legal systematics, vertical and horizontal synchronization, comparative law and legal

history. According to Dr. Mukti Fajar ND, in principle, legal research must use logic in an effort to establish truth. The truth of research results based on logical truth will place the science in an honorable position. According to Sutrisno Hadi, research is a systematic effort to discover, develop, and test the truth of knowledge, which efforts are carried out using scientific methods. This research focuses on understanding legal norms reflected in laws and regulations, agreements, and court decisions, particularly related to legal issues that occurred at the East Jakarta District Court (Decision Number 594/Pdt.P/2023/PN. Jkt Tim), which relates to the determination of roya that is not accompanied by a Certificate of Settlement by the Creditor. This research is a normative legal study using a case analysis approach. This approach aims to examine the application of legal norms in court practice through a study of legally binding decisions. This research examines how legal norms are applied and interpreted by the courts in a concrete case, in this case related to the creditor's obligation to provide a Certificate of Settlement. The method used is a normative approach, which focuses on analyzing legislation, legal doctrine, and court decisions. This approach emphasizes understanding law as a system of norms that regulates social life, by examining written legal sources. The data in this study uses secondary data obtained through literature studies and literature reviews. Primary data were obtained from official documents in the form of court decisions that are the object of the case study. Data sources include Primary Legal Materials (statutory regulations, such as Law No. 4 of 1996 concerning Mortgage Rights, as well as related court decisions), Secondary Legal Materials (books, scientific journals, research results, and related articles that support the legal analysis), and Tertiary Legal Materials (documents that provide explanations of primary and secondary legal materials). Data was collected through two main techniques, namely Documentation Study (reviewing official documents, especially copies of court decisions, to obtain an overview of the application of legal norms at the court level) and Literature Study (reading relevant books, journals and regulations to strengthen the analysis and provide a strong theoretical foundation).

3. Results and Discussion

3.1. Procedures for Implementing the Determination of Roya for the Elimination of Mortgage Rights

Roya is a legal term referring to the process of removing mortgage rights from land registers and land title certificates. This process is crucial in banking practice because it directly relates to legal certainty regarding land ownership previously used as collateral for debt. Without roya, mortgage rights remain attached to the land even after the secured debt has been repaid. This has the potential to harm the debtor and even lead to legal disputes with third parties seeking to acquire rights to the land.

According to Boedi Harsono (2008), mortgage rights have the nature of *droit de suite*, meaning that these rights always follow their object wherever the land is located and to whom it is transferred. Therefore, *roya* is an important mechanism for severing the collateral relationship between the creditor and the land object.

Normatively, the *roya* process has a clear legal basis, including Article 22 of Law Number 4 of 1996 concerning Mortgage Rights (UUHT) and Article 1167 of the Civil Code (KUHPerdata), which emphasizes that mortgage rights will be extinguished when the principal obligation ends.

Land registration is regulated by Government Regulation Number 24 of 1997 concerning Land Registration and Regulation of the Minister of Agrarian Affairs and Spatial Planning Number 16 of 2021, which covers both manual and electronic land registration procedures. The government also emphasizes the importance of simplifying public services in the land sector through bureaucratic reforms stipulated in Law Number 11 of 2020 concerning Job Creation. Administratively, the land registration process is carried out by the Land Office or the National Land Agency (BPN). This process involves several steps, including the applicant preparing the necessary documents, such as the land registration application form, a Certificate of Settlement (SKL), land certificates and mortgage certificates, and other documents deemed necessary.

Roya Process Stages.

Roya is generally carried out through administrative channels at the Land Office or the National Land Agency (BPN) without involving the courts. The procedural steps are as follows:

- 1) Document Requirements: The applicant (debtor or interested party) must prepare various documents, including a loan application form, a Certificate of Settlement (SKL) issued by the creditor, a photocopy of personal identification, and a certificate of mortgage rights and rights to the land encumbered by the mortgage rights.
- 2) Application Submission: The applicant submits a *roya* application to the Land Office, completing the required documents. After verifying the completeness of the documents, the officer will issue a Deposit Order (SPS) to pay the *roya* fee.
- 3) Mortgage Deletion and Removal Process: After paying the registration fee, the Land Office officer will delete the mortgage from the land register and land title certificate. This process ensures the land is free of mortgages.
- 4) Certificate Submission: After the deletion process is complete, the Land Office will issue a new land title certificate, which is free from encumbrances.

With the advancement of information technology, the government introduced Electronic Mortgage Rights (HT-el), which allows the roya process to be conducted online. This system aims to increase efficiency, transparency, and accountability in the roya process. Regulation of the Head of the National Land Agency Number 1 of 2021 regulates the electronic roya mechanism, which allows debtors to submit roya applications online. The verification and issuance process of certificates that have been marked with roya can be monitored online, increasing transparency and efficiency of public services. This innovation is part of the implementation of good governance in public services.

Legal Protection in the Roya Process

In this case, the court acts as a protector of the debtor's rights when the creditor is uncooperative. According to Philipus M. Hadjon in his book "Legal Protection for the Indonesian People," legal protection implies an effort to grant the rights that the protected party should have in accordance with the obligations they have undertaken. According to Philipus M. Hadjon, there are two types of legal protection, namely preventive and repressive legal protection.

Preventive legal protection aims to prevent legal issues from arising, such as discrepancies between debtors and creditors regarding the issuance of a Certificate of Settlement (SKL). Preventive measures include:

- 1) Firm and Transparent Regulations: Clear regulations regarding the obligation of creditors to provide a Certificate of Settlement (SKL) after the debt is paid off, as well as legal sanctions for creditors who do not provide a Certificate of Settlement (SKL).
- 2) Implementation of a Strict Land Administration System: A transparent and integrated administration system between banks, the National Land Agency (BPN), and notaries to speed up the land acquisition process without administrative obstacles.
- 3) Increased Public Oversight and Education: Education regarding roya procedures and debtors' rights to protect their land rights.

If preventive protection fails, repressive legal protection through the courts is necessary. Debtors who do not receive a Certificate of Settlement (SKL) from their creditors can file a petition for a determination of debt (roya) with the court. The court will determine whether the debt has been paid and order the removal of the mortgage, even without a Certificate of Settlement (SKL). Repressive protection also includes:

- a. Law Enforcement Against Defaulting Creditors: Creditors who do not provide a Certificate of Settlement may be subject to administrative sanctions or the obligation to pay compensation to the debtor.

b. Supervision and Regulation of Land Transactions: Supervision of land title applications by the National Land Agency (BPN) and related institutions to ensure that the entire process is carried out in accordance with the law.

c. Provision of Compensation or Losses: Debtors who are harmed by the creditor's negligence are entitled to compensation, both in the form of financial compensation and document processing costs.

To strengthen legal protection for debtors and increase efficiency in the debt settlement process, regulatory reforms related to debt settlement and the Certificate of Settlement are needed. These reforms include:

a. Regulatory Reforms Related to Roya: Firmer and clearer regulations regarding creditor obligations and roya procedures to reduce the potential for future disputes.

b. Improving the Performance of the National Land Agency (BPN) and the Courts: Improving the system to handle roya applications more quickly and efficiently, reducing administrative obstacles that debtors often face.

Roya is not only an administrative procedure, but also a crucial instrument in Indonesia's property security system. Through modernization, the Electronic Mortgage Rights (HT-el) system, and preventive and repressive legal protection measures, the government seeks to create legal certainty and increase transparency in the mortgage cancellation process. Comprehensive legal protection for debtors who have fulfilled their obligations is crucial to maintaining justice and legal certainty in the land sector. The implementation of digital systems and transparency in land administration will expedite the roya process, reduce the potential for manipulation, and provide greater legal certainty for debtors.

3.2. Legal Implications of the Determination of Roya Not Accompanied by a Certificate of Settlement

This study is entitled "LEGIDAL IMPLICATIONS OF THE DETERMINATION OF ROYA NOT ACCOMPANIED WITH A CERTIFICATE OF PAYMENT (STUDY OF DECISION NUMBER 594/Pdt.P/2023/PN. Jkt Tim)." This study examines the legal issues that arise when the Creditor is unwilling or unable to provide a Certificate of Settlement (SKL) even though the Debtor has paid off all of his credit obligations. The focus of this study is the Decision of the East Jakarta District Court Number 594/Pdt.P/2023/PN Jkt.Tim which was decided on September 6, 2023.

The applicant, Tenny Sinaga, filed a petition with the East Jakarta District Court to obtain an order to revoke the mortgage or roya on Building Use Rights Certificate (SHGB) No. 436 located in Cipinang, East Jakarta. This problem arose due to the merger of Bank Dagang Negara (BDN) into Bank Mandiri, which

resulted in the loss of customer data archives. Although the debtor had paid off his debt since 1994, the bank did not issue a Certificate of Settlement (SKL) or remove the roya due to administrative reasons. The applicant had repeatedly submitted requests, but received no positive response, which hampered the extension of the SHGB.

This application was submitted through a civil application procedure (*voluntair*), not a lawsuit (*contentiosa*), where the Applicant does not sue a specific party, but rather asks the court to determine the deletion of the mortgage rights even though the bank does not provide a Certificate of Settlement (SKL). Based on Article 22 paragraph (5) of Law No. 4 of 1996 concerning Mortgage Rights, if the creditor does not issue a statement that the mortgage rights have been deleted, the interested party can submit a request for the deletion of the mortgage to the district court that has authority over the location of the registered land. The Applicant submitted a written application to the East Jakarta District Court on July 27, 2023. In the application, the Applicant attached supporting documents such as the Building Use Rights Certificate (SHGB) or the land certificate that is the object of the mortgage rights, proof of debt repayment, a communication letter with the bank showing the Applicant's efforts to obtain a certificate of settlement, but was not fulfilled, and a response from the land office. The Court then checked the completeness and validity of the documents. In practice at the East Jakarta District Court, this examination is conducted using a file approach and oral testimony, without presenting many witnesses, because the context is more about verifying legal status, not resolving the conflict between the two disputing parties.

After the application file has been declared complete and meets administrative requirements, the court will schedule a hearing. The hearing will involve testimony from the applicant and witnesses supporting that the debt has been paid off and the bank has not issued a Certificate of Settlement (SKL). Based on legal considerations, the court considers that the applicant has met the requirements to obtain the decision. The court refers to Law No. 4 of 1996 concerning Mortgage Rights, Government Regulation No. 24 of 1997 concerning Land Registration, Book II of the Supreme Court of 2007, Supreme Court Regulation No. 1 of 2011, and the Civil Code (KUHPerdata).

The District Court then made a decision regarding the application for the determination of the removal of roya, whether it was granted or rejected. The judge who examined this case considered that the Applicant's application was reasonable and legally based, had met the formal requirements and had been supported by valid and complete evidence such as the Applicant having the Original Mortgage Certificate and the Original Building Use Rights Certificate (legal logic that the rights holder will not get back the original certificate if the obligation has not been settled), and the reason the Creditor did not provide a

Certificate of Settlement (SKL) was not because the repayment had not occurred, but because of problematic administration (merger and loss of archives). In addition, the witnesses presented by the Applicant provided statements supporting that the installment payments had been completed and there were no arrears. Judge Alex Adam Faisal, SH, MH as the Sole Judge on September 6, 2023 issued a Determination containing the granting of the applicant's application, namely determining:

- 1) Granted the Petitioner's request.
- 2) Ordered the East Jakarta National Land Agency (BPN) to cancel the mortgage rights on Mortgage Certificate No. 09.05.04.06.6.498594.
- 3) Charge the applicant an application fee of IDR 161,500.

After receiving a court decision, the applicant or their attorney can submit a copy of the decision to the East Jakarta National Land Agency (BPN) to remove the mortgage. This removal removes the mortgage recorded on the land certificate, thereby freeing the land from mortgage rights.

Applying for a determination of debt through the courts is a solution for debtors who have difficulty obtaining a Certificate of Settlement from their creditors. However, this process is often time-consuming and involves complex procedures. Several factors contributing to the delay in the court process include:

- 1) Long queues of cases in court.
- 2) The legal procedures are complex and require complete documentation.
- 3) Administrative errors that can delay the process of submitting a Royal Application.

Furthermore, debtors' ignorance of the roya procedure is also a major obstacle, causing many debtors to be unaware that they can file a roya request with the court if the creditor does not provide a Certificate of Settlement (SKL). Conflicts of interest often arise between debtors and creditors, especially when the creditor is unwilling to provide a Certificate of Settlement (SKL) even though the debt has been paid off. This can be caused by differing assessments of debt repayment or administrative errors. This exacerbates the situation and delays resolution. In this case, the court functions as an enforcer of justice by applying the principle of legal certainty to ensure that debtors who have paid off their debts can obtain their land rights without administrative obstacles. The court acts as a last resort when administrative channels fail.

Legal Implications and Legal Protection

It can be concluded that the legal implications of the determination of roya without a Certificate of Settlement (SKL) include two main things: First, from the perspective of legal protection, the Debtor has the right to obtain a legal mechanism that protects his interests even if the creditor is negligent; Second, from the perspective of legal certainty, the absence of a Certificate of Settlement (SKL) causes obstacles in land administration registration, thus giving rise to potential disputes. Therefore, strengthening regulations and judicial practices is very necessary so that the implementation of roya can guarantee legal certainty while protecting the rights of debtors. This study concludes that the role of the court is very crucial in ensuring legal protection for citizens, especially in resolving administrative disputes related to mortgage rights on land.

This ruling underscores the importance of legal certainty and the court's role in ensuring that the rights of debtors who have fulfilled their obligations are not hampered by creditor negligence. This ruling also has important implications for creditors, who must understand that even if they cannot issue a Certificate of Settlement (SKL), debtors still have the right to seek justice through the courts. Moving forward, legal reforms are needed to strengthen regulations and procedures related to debt collection and improve data and archive management by financial institutions to prevent similar issues in the future. The government and relevant institutions need to ensure a more efficient and transparent land system and educate the public about their legal rights.

4. Conclusion

Based on the description above, the following conclusions can be drawn regarding the problems discussed: The process and procedure for submitting a roya determination involves a series of administrative and legal actions that need to be fulfilled by the applicant, proving that the debt obligation has been paid off the applicant has the right to request the removal of the mortgage rights on the certificate he owns. The procedure for implementing roya for the removal of mortgage rights has been clearly regulated in Law Number 4 of 1996 concerning Mortgage Rights and PP Number 24 of 1997 concerning Land Registration. Roya is carried out after the guaranteed debt is declared paid off, and the creditor is obliged to provide a statement of payment so that it can be recorded by the land official. The legal implications of a roya determination without a Certificate of Settlement restore the Debtor's rights to the certificate, which is no longer encumbered by a Mortgage and fulfills the publicity requirement that all land ownership status be officially recorded. Therefore, court intervention in the form of a roya determination becomes a repressive means to restore legal certainty and provide guaranteed protection for the debtor. Clear technical regulations regarding the determination of roya through the courts should be established to ensure a uniform process and avoid technical ambiguity in the implementation of

the HAT Law. Regulatory reform is urgently needed to effectively protect debtors' rights. Debtors in cases of debt settlement without a certificate of settlement should no longer be "victims" of bureaucracy and indecisiveness on the part of financial institutions. Financial institutions must strictly comply with the clauses in the Debt Agreement between the Creditor and the Debtor, which require the provision of a Certificate of Settlement to grant the Debtor's rights.

5. References

Journals:

- Anggraeni, L., Yunanto, & Sukma, N. M. (2020). Tinjauan Pelaksanaan Roya Partial Terhadap Objek Hak Tanggungan. *Jurnal Akta*, 13(2), 1-10. <https://ejournal.undip.ac.id/index.php/notarius/article/view/31077>
- Elsyanita Devi, P. (2021). Tanggung Jawab Notaris dan Kekuatan Hukum Dalam Pembuatan Akta Konsen Roya. *Jurnal Akta*, 1(2), 335–343. <https://journal.uui.ac.id/JON/article/view/20276/12230>
- Fitria Dewi Navisa, & Wahid, A. (2021). Analisis Yuridis Prosedur Pembuatan Akta Izin Roya Hak Tanggungan dan Kedudukannya Sebagai Pengganti Sertifikat Hak Tanggungan yang Hilang. *Jurnal Signifikan Humaniora*, 2(4), 89-104. <https://repository.unisma.ac.id/handle/123456789/2259>
- Gella, J. K. N. (2024). Kepastian Hukum Atas Bukti Roya yang Hilang. *The Juris*, 8(1), 134-140. <https://ejournal.stih-awanglong.ac.id/index.php/juris/article/view/1227/738>
- Kamesworo, D. T. (2023). Pelaksanaan Roya Partial Terhadap Penghapusan Hak Tanggungan di Kota Tegal. Tesis. Program Magister (S2) Kenotariatan (M.Kn) Fakultas Hukum Universitas Islam Sultan Agung Semarang.
- Pamungkas, B. S. (2023). Reformulasi PPAT dalam pendaftaran hak tanggungan yang terintegrasi secara elektronik. Tesis. Program Magister (S2) Kenotariatan (M.Kn) Fakultas Hukum Universitas Islam Sultan Agung Semarang. https://repository.unissula.ac.id/26082/1/21301900104_fullpdf.pdf
- Primistha Elsyanita Devi, 2021, "Tanggung Jawab Notaris dan Kekuatan Hukum Dalam Pembuatan Akta Konsen Roya", *Jurnal Akta*, Vol.1, No.2
- Satrianto, N. (2025). Akta konsen roya hak tanggungan sebagai pengganti sertifikat hak tanggungan yang hilang. *Rio Law Journal*, 1(2), 473-486. <https://www.ojs.umb-bungo.ac.id/index.php/RIO/article/viewFile/1579/pdf>

Simanjuntak, L. (2020). Kewenangan Hakim dalam Menetapkan Roya: Studi Yuridis Kritis. *Jurnal Ilmu Hukum*, 12(3), 201–218.

Wradiningsih, D. T. (2023). Kepastian Hukum. Scribd. <https://www.scrib.com/document/362595114/tugas-teori-hukum-kepastian-hukum>.

Yulius, Y. (2019). Apa Itu Roya? Ini Pengertiannya, Contoh Surat Roya & Cara Urusnya. 99.co. <https://www.99.co/id/panduan/surat-roya/>.

Yunanto, A. (2019). Kepastian Hukum Atas Bukti Roya yang Hilang. *Jurnal Juris*, 3(2), 45-60. DOI: 10.1234/juris.2019.003

Books:

Adjie, H. (2018). Hak Tanggungan: Teori dan Praktik. Bandung: Refika Aditama.

Al-Syatibi, I. I. (1997). *Al-Muwafaqat fi Usul al-Shariah* (Vol. 1–4). Beirut: Dar al-Kutub al-‘Ilmiyyah.

Al-Zuhaili, W. (2011). *Fiqh Islam wa adillatuhu* (Terj. Abdul Hayyie al-Kattani dkk., Vol. 1–10). Jakarta: Gema Insani.

Antonio, M. S. (2001). *Bank Syariah: Dari Teori ke Praktik*. Jakarta: Gema Insani.

BPN. (2010). *Kamus Hukum Pertanahan*. Jakarta: Badan Pertanahan Nasional.

Christiawan, R. (2021). *Jaminan Hak Tanggungan*. Bandung: Refika.

Direktorat Jenderal Administrasi Hukum Umum Kementerian Hukum dan HAM RI. (2022). *Statistik Pelayanan Hak Tanggungan*. Jakarta: Direktorat Jenderal AHU.

Fatmawati. (2019). *Analisis Praktik Pemberian Surat Keterangan Lunas dalam Jaminan Fidusia*. Jakarta: Pustaka Refleksi.

Fajar Nur Dewata, M., & Achmad, Y. (2010). *Dualisme Penelitian Hukum Normatif dan Empiris*. Yogyakarta: Pustaka Pelajar.

Hadi, S. (2010). *Metodologi Research Jilid 1*. Yogyakarta: Penerbit ANDI.

Hamzah, A. (2003). *Teori Hukum Acara Perdata*. Jakarta: Sinar Grafika.

Hamzah, A. (2006). *Hukum Acara Perdata Indonesia*. Jakarta: Sinar Grafika.

Harahap, M. Y. (2004). *Hukum Acara Perdata*. Jakarta: Sinar Grafika.

Hadjon, P. M. (2007). *Perlindungan Hukum bagi Rakyat di Indonesia*. Surabaya: Peradaban.

- Harsono, B. (1999). *Hukum Agraria Indonesia: Sejarah Pembentukan UUPA, Isi dan Pelaksanaan*. Jakarta: Djambatan.
- Harsono, B. (2005). *Hukum Agraria Indonesia*, Jakarta: Djambatan.
- Harsono, B. (2006). *Segi-segi Yuridis Undang-undang Hak Tanggungan*, Jakarta: Djambatan.
- Kashadi. (2010). *Hak Tanggungan dan Jaminan Fidusia*. Semarang: BP Undip.
- Kusumaatmadja, M. (2005). *Hukum dan Pembaharuan Hukum*. Bandung: PT. Alumni.
- Majma' al-Fiqh al-Islami. (1990). *Qararat fi al-Mu'amalat al-Maliyyah*. Jeddah: Majma' al-Fiqh al-Islami, Rabithah al-'Alam al-Islami.
- Manan, B. (2004). *Hukum Positif Indonesia*. Yogyakarta: FH UII Press.
- Mantayborbir, S., & Imam, J. (2003). *Hukum Pengurusan Piutang Negara Indonesia*. Jakarta: Pustaka Bangsa.
- Mantayborbir, S., & Imam, J. (2020). *Hukum Jaminan dan Hak Tanggungan*. Jakarta: Pustaka Hukum.
- Manullang, F. M. (2007). *Menggapai Hukum Berkeadilan Tinjauan Hukum Kodrat dan Antinomi Nilai*. Jakarta: Sinar Grafika.
- Maria S.W. Sumardjono. (2001). *Tanah dalam Perspektif Hak Ekonomi Sosial dan Budaya*. Yogyakarta: LKiS.
- Marzuki, P. M. (2010). *Pengantar Ilmu Hukum*. Jakarta: Kencana.
- Marzuki, P. M. (2017). *Penelitian Hukum*. Jakarta: Kencana.
- Mertokusumo, S. (2007). *Penemuan Hukum: Sebuah Pengantar*. Yogyakarta: Liberty.
- Nugroho, S. A. (2017). *Hukum Hak Tanggungan di Indonesia*. Bandung: Refika Aditama.
- Pendit, J. (2019). *Hukum Jaminan di Indonesia*. Jakarta: Pustaka Bangsa.
- Rahardjo, S. (2001). *Ilmu Hukum*. Bandung: Citra Aditya Bakti.
- Rahardjo, S. (2009). *Hukum Progresif: Sebuah Sintesa Hukum Indonesia*. Jakarta: Kompas.
- Ramadhani, S. (2017). *Hukum Jaminan: Analisis Fidusia dan Hak Tanggungan*. Jakarta: Fakultas Hukum Universitas Indonesia.

- Rosidah, E. (2021). *Hukum Administrasi Pertanahan*. Yogyakarta: FH UII Press.
- Salim, H. S. (2007). *Hukum Kontrak di Indonesia*. Jakarta: Sinar Grafika.
- Salim, H. S., & Nurbani, E. S. (2013). *Penerapan Teori Hukum pada Penelitian Tesis dan Disertasi*. Jakarta: Rajawali Pers.
- Salim H.S. (2014). *Perkembangan Hukum Jaminan di Indonesia*. Jakarta: Rajawali Pers.
- Santoso, U. (2012). *Pendaftaran dan Peralihan Hak atas Tanah*. Jakarta: Kencana Prenada Media Group.
- Satrio, J. (2002). *Hukum Jaminan, Hak Jaminan Kebendaan, Hak Tanggungan*. Bandung: PT. Citra Aditya Bakti.
- Setiawan, I. K. O. (2019). *Hukum Pendaftaran Tanah dan Hak Tanggungan*. Jakarta: Sinar Grafika.
- Shihab, M. Q. (2007). *Tafsir al-Mishbah: Pesan, Kesan, dan Keserasian al-Qur'an*. Jakarta: Lentera Hati.
- Sjahdeini, S. R. (1999). *Hak Tanggungan: Asas-Asas Ketentuan Pokok dan Masalah Yang Dihadapi Perbankan*. Bandung: Alumni.
- Soekanto, S. (1983). *Pengantar Penelitian Hukum*. Jakarta: UI Press.
- Soekanto, S. (1986). *Teori Hukum dan Penegakan Hukum*. Jakarta: Rajawali Press.
- Soekanto, S. (2018). *Penelitian Hukum Normatif*. Jakarta: RajaGrafindo Persada.
- Subekti. (2004). *Hukum Perjanjian*. Bandung: PT. Citra Aditya Bakti.
- Sulaiman, S. (2018). *Perlindungan Hukum Debitur dalam Perjanjian Kredit dengan Jaminan Fidusia*. Yogyakarta: BPFE.
- Sumardjono, M. S. W. (2011). *Tanah dalam Perspektif Hak Ekonomi, Sosial, dan Budaya*. Jakarta: Kompas.
- Sunaryo. (2008). *Hukum Lembaga Pembiayaan*. Jakarta: Sinar Grafika.
- Supramono, G. (1996). *Perbankan dan Masalah Kredit Suatu Tinjauan Yuridis*. Jakarta: Djambatan.
- Sutedi, A. (2012). *Hukum Hak Tanggungan*. Jakarta: Sinar Grafika.
- Sutedi, A. (2012). *Sertifikat Hak Atas Tanah*. Jakarta: Sinar Grafika.
- Syahmin. (2006). *Hukum Perjanjian Internasional*. Jakarta: RajaGrafindo.

Usman, R. (2008). *Hukum Jaminan Keperdataan*. Jakarta: Sinar Grafika.

Usman, R. (2019). *Hukum Perjanjian dan Jaminan di Indonesia*. Jakarta: Sinar Grafika.

Regulation:

The 1945 Constitution of the Unitary State of the Republic of Indonesia.

Civil Code, Book III on Contracts.

Universal Declaration of Human Rights (UDHR) 1948. Paris: United Nations General Assembly.

Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA). (Legal basis for land ownership and registration in Indonesia).

Law Number 7 of 1992 concerning Banking, as amended by Law Number 10 of 1998.

Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land. (The main regulation governing mortgage rights and roya procedures).

Law Number 30 of 2004 concerning the Position of Notary (UUJN).

Law Number 21 of 2008 concerning Sharia Banking.

Law Number 21 of 2011 concerning the Financial Services Authority (OJK).

Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary.

Government Regulation Number 24 of 1997 concerning Land Registration. (Regulates land administration procedures, including the removal of mortgage rights).

Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration.

Regulation of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency Number 11 of 2016 concerning Procedures for Registering Mortgage Rights.

Regulation of the Minister of Agrarian Affairs and Spatial Planning/National Land Agency No. 16 of 2021 concerning Procedures for Electronic and Manual Roya Registration.

Book II Supreme Court 2007.

Supreme Court Regulation no. 1 of 2011 concerning Procedures for Applications for Royalty Determination.

Regulation of the Head of the National Land Agency (BPN) Number 3 of 1997 concerning Procedures for Registering Mortgage Rights.

Regulation of the Head of the National Land Agency (BPN) No. 1 of 2021 concerning Procedures for online land administration services based on electronic documents.

Decision of the East Jakarta District Court Number 594/Pdt.P/2023/PN. Jkt Tim).