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Document Validation by a Notary as a Fiduciary-Based Credit Risk Mitigation

Dewi Setiawaty[1] & Anis Mashdurohatun[2]

[1]Master of Notary Law, Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, Indonesia, E-mail: dewiset78@gmail.com

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

Abstract. *This study aims to analyze in depth the role of Notaries in validating documents in the credit granting process with fiduciary guarantees as a form of legal and credit risk mitigation at Bank Perekonomian Rakyat Lingga Sejahtera Pangkalan Bun. The background of the study is based on the frequent problems found in credit practices, including incomplete debtor identities, inconsistencies in collateral data, failure to transfer ownership, and weak understanding of the debtors regarding the legal consequences of fiduciary agreements. These conditions have the potential to cause disputes at the execution stage and weaken the bank's preferred position as a creditor. The research method used is an empirical juridical approach with analytical descriptive specifications. Primary data were obtained through in-depth interviews with Notary partners, credit analysts, and the BPR legal department, while secondary data were obtained from laws and regulations, notarial law literature, and relevant scientific journals. Data analysis was conducted qualitatively with triangulation techniques to ensure the validity of the findings. The results show that Notaries have a central role as a preventative guard in credit risk management. These roles include verifying the identity of legal subjects, examining the legality and validity of collateral objects, preparing credit agreements and fiduciary guarantee deeds that meet formal and material requirements, and implementing fiduciary registration through the Ministry of Law and Human Rights' electronic system. Strict validation has been proven to prevent duplicate objects, reduce the potential for non-performing loans, and strengthen the bank's executorial position following the Constitutional Court's ruling on fiduciary execution mechanisms. The study also found several obstacles, namely low legal literacy of MSME debtors, differences in physical and administrative vehicle data, disruptions to the electronic registration system, and differences in interpretation of execution clauses between banks and Notaries. To overcome these obstacles, integrated validation operational standards, intensive coordination between banks and Notaries,* *integration of ownership databases, and increased legal education for debtors are needed. The study concluded that the quality of Notary validation is directly proportional to the effectiveness of fiduciary-based credit risk mitigation.*

Keywords: *Credit; Document; Fiduciary; Legal; Notary,*

1. Introduction

Fiduciary-based financing is a key instrument in modern banking practices, particularly at Bank Perekonomian Rakyat (BPR), which focuses on financing the micro, small, and medium-sized enterprises (MSMEs). The fiduciary scheme provides debtors with flexibility to retain control and use the collateral for productive activities, making it economically more responsive than other forms of collateral, such as pawning. However, this flexibility comes with complex legal consequences, particularly regarding the validity of documents, clarity of ownership of the collateral, and certainty of enforcement mechanisms in the event of default by the debtor.[1]

In lending practices, banks face not only business risks in the form of debtors' inability to pay, but also legal risks stemming from the poor quality of contract documentation. Numerous cases demonstrate that loans deemed economically feasible ultimately become problematic because fiduciary guarantee deeds are not prepared based on valid data. Mismatches between debtor identities and population documents, discrepancies in vehicle chassis and engine numbers, objects that are still tied to other financing, and failure to transfer ownership are recurring issues encountered by banking institutions.[2]

The role of a notary in this context is highly strategic. As a public official authorized to draw up authentic deeds, a notary is not only tasked with translating the parties' wishes into a deed, but also with ensuring that all data and documents serving as the basis for the deed have undergone an adequate verification process. The prudential principle, widely recognized in the banking world, must be translated into the notary's professional actions before drafting credit deeds and fiduciary guarantee deeds.[3]

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[1]Anggriani, R. (2023). Fiduciary guarantee in banking transactions: positive law perspective. Simbur Cahaya Journal.https://journal.fh.unsri.ac.id/index.php/simburcahaya/article/view/3068/726

[2]Nurdin, DF (2025). Legal protection for debtors in the fiduciary execution process. Legal Journal UMI.https://jurnal.fh.umi.ac.id/index.php/legal/article/view/1616

[3]Widyaningrum, IP, Manullang, FM, & Dharsana, IMP (2024). Legal consequences of fiduciary guarantee deeds with non-property objects. Indonesian

The development of fiduciary guarantee law following the Constitutional Court's ruling reinterpreting the execution mechanism further emphasizes the importance of document validation from the outset. Execution of fiduciary objects can no longer be carried out solely on the basis of an executorial title without proof of default, making the strength of the deed and the completeness of supporting documents crucial for a bank's success in defending its rights. In such situations, even a small error at the pre-contract stage can result in the loss of the creditor's preferred position.[4]

On the other hand, the characteristics of BPR debtors, the majority of whom come from MSMEs, present unique challenges. Varying levels of legal literacy mean that many debtors lack a grasp of the importance of ensuring that administrative data aligns with actual conditions. Many business owners use vehicles in other people's names, have not yet processed marital status changes, or lack adequate business legality. These social conditions require notaries to act not only as deed preparers but also as legal educators, providing debtors with an understanding of the consequences of agreements.

In recent years, BPR Lingga Sejahtera Pangkalan Bun has made validation by a notary a primary prerequisite for disbursing fiduciary-based loans. This policy stems from the bank's experience dealing with several problematic loan cases stemming from document weaknesses. The bank recognizes that a business feasibility analysis alone is insufficient without legal certainty regarding the collateral. Therefore, a robust collaboration between credit analysts and notaries has been established to ensure that each document meets legal standards.[5]

However, validation processes don't always run smoothly. Discrepancies between document data and physical conditions, debtors' delays in completing requirements, disruptions to the electronic registration system, and differing interpretations of execution clauses between banks and notaries are dynamics that continually arise in practice. These issues demonstrate that document validation is not simply an administrative activity, but a complex legal process that requires professional competence.

Notary.https://scholarhub.ui.ac.id/notary/vol5/iss2/2/ accessed on October 25, 2025 at 14.10 WIB.

[4]Asmaniar. (2022). "Registration of Fiduciary Objects as Debt Collateral", in Justice Voice, urlhttps://ejournal.hukumunkris.id/index.php/justicevoice/article/view/32accessed on October 22, 2025 at 10:20 WIB.

[5]Nainggolan, HV (2023). Implementation of Constitutional Court Decision No. 18/PUU-XVII. ALR Journal.https://jurnal.locusmedia.id/index.php/jalr/article/view/155

Based on this description, this research is crucial in answering the questions of how a notary actually validates documents in the fiduciary-secured credit process, the obstacles encountered, and the ideal deed format for supporting credit risk mitigation at BPR Lingga Sejahtera. This study is expected to provide practical contributions to the banking and notarial world, while also enriching the development of fiduciary guarantee law in Indonesia.[6]

2. Research Methods

The approach method in this study uses an empirical juridical approach that combines a study of the legal provisions of fiduciary guarantees and the position of Notary with the facts of implementation in the field at BPR Lingga Sejahtera Pangkalan Bun, while the research specifications are descriptive analytical to systematically describe the role of Notaries in document validation and analyze its relevance to credit risk mitigation. The data collection method is carried out through a literature study of laws and regulations, books, and journals that have valid URLs, as well as semi-structured interviews with Notary partners, credit analysts, and the bank's legal department accompanied by a review of deed documents, validation checklists, and fiduciary certificates. The data analysis method uses qualitative analysis with reduction techniques, thematic presentation, and drawing conclusions strengthened by triangulation between field data sources and legal materials to obtain a comprehensive picture of the effectiveness of Notary validation in supporting legal certainty and fiduciary-based credit risk control.

3. Results and Discussion

3.1. The Role of Notaries in Document Validation in the Credit Granting Process with Fiduciary Guarantees

The practice of providing credit at BPR Lingga Sejahtera shows that the legal process does not begin at the time of signing the deed, but rather much earlier, namely at the stage of document validation by the Notary.[7]Banks place notaries as the first line of defense in legal risk management because previous experience shows that most problem loans stem from administrative weaknesses and inconsistencies in collateral data. Therefore, before credit analysts make a final assessment, all prospective debtor files are first submitted to a notary for verification.

The initial validation stage begins with verification of the legal entity. The notary verifies the debtor's identity using their electronic ID card (e-KTP), Family Card

[6]Implementation of online fiduciary registration (Unud study). Kerthadesa Journal — research article on online fiduciary registration.https://ojs.unud.ac.id/index.php/kerthadesa/article/view/94577
[7]Adjie, Habib. (2018). Indonesian Notary Law. Bandung: Refika Aditama, pp. 68–75.

(Kartu Keluarga), Taxpayer Identification Number (NPWP), and other supporting documents. For married individual debtors, the notary verifies the status of joint property and the existence of spousal consent. In some cases, debtors have been found to be using an old ID card with a different address than their current domicile, or the name on the ID card differs from that listed on the Vehicle Registration Certificate (BPKB). Even the slightest discrepancy is considered potentially problematic, so the notary requests data updates before proceeding with the deed preparation.

For corporate debtors, the examination becomes more complex. The notary examines the deed of incorporation, amendments to the articles of association, the latest board of directors, and the directors' authority to pledge company assets. It's not uncommon to find that the signatories proposed by the bank are not authorized parties according to the company's deed.[8]In such situations, the notary refused to continue the process until the bank presented an authorized party. This action demonstrates that validation is not merely a formality, but a form of legal protection for both the bank and the debtor.[9]

The next stage is validation of the fiduciary collateral. For loans secured by motor vehicles, a notary and bank officer will physically verify the vehicle registration certificate (BPKB), vehicle registration certificate (STNK), purchase invoice, chassis number, and engine number. The inspection is conducted directly on the vehicle to ensure there has been no data manipulation. Several field findings indicate a single-digit discrepancy in the engine number or a color change in the vehicle that has not been updated on the documents. Without rigorous validation, such discrepancies can lead to rejection of the fiduciary registration or even lawsuits from third parties.

In addition to the physical inspection, the notary also investigates the ownership status and previous encumbrances. Through communication with relevant agencies and internal bank inquiries, the notary ensures that the property is not currently being pledged to another institution.[10]Cases of duplicate objects occurred before the validation policy was tightened, resulting in banks losing priority for repayment. Since the new procedures were implemented, similar cases have been virtually non-existent.

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[8]Nurdin, DF (2025). Legal protection for debtors in the process of executing fiduciary rights. Legal Journal UMI.https://jurnal.fh.umi.ac.id/index.php/legal/article/view/1616

[9]Widyaningrum, IP, et al. (2024). “Legal Consequences of Fiduciary Guarantee Deeds with Objects Not Owned by the Debtor”, in Indonesian Notary Journal, urlhttps://scholarhub.ui.ac.id/notary/vol5/iss2/2/accessed on October 25, 2025 at 14.10 WIB.

[10]Anggriani, R. (2023). Fiduciary guarantee in banking transactions: positive law perspective. Simbur Cahaya Journal.https://journal.fh.unsri.ac.id/index.php/simburcahaya/article/view/3068/726

The role of a notary public extends beyond the inspection stage, but also extends to drafting the credit agreement and fiduciary guarantee deed. In formulating clauses, the notary public must balance the interests of the bank as the creditor and the debtor as the legally protected party. Clauses regarding default, collateral value, object withdrawal mechanisms, and dispute resolution are drafted taking into account the latest legal developments.[11]Following the Constitutional Court's decision regarding fiduciary execution,[12]The notary adjusted the wording of the deed so that it no longer contained the phrase unilateral execution which could potentially conflict with the law.[13]

After the deed is signed, the notary registers the fiduciary deed through the AHU electronic system. This step is key to the creation of property rights, which grant the bank a preferential position. The bank implements a strict policy that credit disbursement can only be made after the notary confirms the issuance of the fiduciary certificate. This policy stems from the realization that without registration, a fiduciary deed has only the force of a regular agreement and does not confer preemptive rights.[14]

Based on interviews with credit analysts, since the consistent implementation of the notary validation mechanism, the quality of the fiduciary-based credit portfolio has significantly improved. The non-performing loan ratio has decreased, the restructuring process has become easier, and the bank has a stronger bargaining position when dealing with defaulting debtors. These findings confirm that the role of notaries is not merely an administrative complement, but rather an integral part of the bank's risk management system.

In daily practice, the workflow between the bank and the notary proceeds in stages. Once a credit application is deemed commercially viable, the file is transferred to the notary for legal review. The notary then issues a list of required documents for the debtor.[15]This stage is often a critical point because many MSME borrowers lack the necessary administrative documents. Banks initially

[11]Wijaya, IW, et al. (2022). Implementation of electronic fiduciary guarantee registration. Kerthadesa Journal.https://ojs.unud.ac.id/index.php/kerthadesa/article/view/94577 accessed on October 26, 2025 at 16.05 WIB.
[12]Nainggolan, HV (2023). Application of Constitutional Court Decision No. 18/PUU-XVII to fiduciary. ALR Journal. https://jurnal.locusmedia.id/index.php/jalr/article/view/155
[13]Prasetya, DI, & Badriyah, SM (2025). Execution of fiduciary guarantees without a court decision. Verstek Journal. https://jurnal.uns.ac.id/verstek/article/viewFile/110851/pdf

[14]Santoso, B. (2023). Legal certainty of electronic fiduciary registration. Journal of Legal Reform. https://jurnalreformasihukum.id/101 accessed on November 2, 2025 at 10:10 WIB.
[15]Ulfa, M., & Wisnaeni, F. (2025). The role of notaries in fiduciary transactions. Notarius. https://ejournal.undip.ac.id/index.php/notarius/article/view/65865

considered this process to delay disbursement, but over time, they realized that a temporary delay was far safer than the risk of future disputes.[16]

Validation performed by a notary also serves as a legal education mechanism. During the deed reading process, the notary explains the rights and obligations of the parties, the consequences of default, and the status of the collateral.[17]Many new borrowers understand that a vehicle they retain remains collateral and cannot be transferred without the bank's approval. This educational function helps reduce debtor moral hazard.

From a theoretical perspective, a notary's actions reflect the application of the principles of legal certainty and prudence. Deeds resulting from a thorough validation process have stronger evidentiary value when brought to litigation. Banks, as creditors, receive protection, while debtors are protected from clauses that violate the law.[18]This balance is the essence of the role of a notary in the credit ecosystem.

Based on the overall findings, it can be concluded that the role of a notary in document validation includes:

a. legality verifier of subjects and objects,

b. drafting of deeds oriented towards legal certainty,

c. electronic fiduciary registration implementer, and

d. preventive consultants for banks and debtors. These four functions form an inseparable risk mitigation chain.[19]

3.2. Obstacles Faced by Notaries in Document Validation and Their Solutions

Although the role of notaries in document validation has proven effective as a credit risk mitigation tool, its implementation in practice is not without various obstacles. These obstacles stem from debtor administrative aspects, system limitations, the dynamics of the bank-notary relationship, and legal developments that are not yet fully understood by the parties. Based on interviews and document reviews, the obstacles can be grouped into four main categories.

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[16]Fuady, Munir. (2017). Debt Guarantee Law. Bandung: Citra Aditya Bakti, pp. 110–118.
[17]Gunawan. (2023). Deed quality as a risk management instrument. Master of Law Journal. https://jmh.id/111
[18]Rahman, F. (2022). Analysis of the preferred position of fiduciary creditors. Simbur Cahaya Journal.
https://journal.fh.unsri.ac.id/index.php/simburcahaya/article/view/3068
[19]Aditama, RS, & Dilaga, ZA (2025). Implementation of notarial encumbrances and registration of fiduciary guarantees. https://journal.unram.ac.id/index.php/rekomendasihukum/article/download/6558/4339/30870

a. Incompleteness and Non-Conformity of Debtor Documents

The most common obstacle is incomplete debtor documentation. Most BPR customers are MSMEs that lack proper administrative management. Many debtors have not yet transferred vehicle ownership, lack a Taxpayer Identification Number (NPWP), or are using old identification documents that no longer match current population data. In some cases, the address on the ID card (KTP) differs from the address on the vehicle registration certificate (BPKB) and vehicle registration certificate (STNK), and these changes have not been officially recorded.

This situation places notaries in a dilemma. On the one hand, banks demand expedited loan processing, but on the other, notaries are legally obligated to ensure the accuracy of the data before drafting the deed.[20]If the deed is still executed without document revisions, the legal risk will entirely fall on the bank and the notary. Therefore, notaries choose to delay the process until the debtor fulfills the requirements, although this decision is often considered to delay disbursement.

b. Differences between Physical Data and Administrative Data

The second obstacle relates to the discrepancy between the physical data of the collateral object and the administrative documents.[21]In motor vehicle warranties, discrepancies in engine numbers or chassis numbers, unregistered vehicle color changes, and purchase invoices that do not match the vehicle's vehicle registration certificate (BPKB) are common. These minor discrepancies can legally result in the rejection of fiduciary registration or weaken the certificate's enforceability.

The notary responded to the findings by conducting a re-examination with bank officials and requesting the debtor first file corrections with the Samsat (State Administrative Body). This practice requires an additional one to two weeks. Although it lengthens the process, this step is considered much safer than proceeding with the deed with questionable data.[22]

c. Constraints of the Electronic Fiduciary Registration System

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[20]Adjie, H. (2018). Indonesian Notary Law. Bandung: Refika Aditama. pp. 55–60

[21]Rahman, F. (2022). Fiduciary guarantee in banking transactions: positive law perspective. Simbur Cahaya Journal.https://journal.fh.unsri.ac.id/index.php/simburcahaya/article/view/3068/726

[22]Widyaningrum, IP, et al. (2024). "Legal Consequences of Fiduciary Guarantee Deeds with Objects Not Owned by the Debtor", in Indonesian Notary Journal, urlhttps://scholarhub.ui.ac.id/notary/vol5/iss2/2/accessed on October 25, 2025 at 14.10 WIB.

Since the implementation of electronic fiduciary registration, new challenges have emerged, including disruptions to the AHU system, inconsistencies in data formats, and limited network access in the regions. On several occasions, registration could not be completed on the same day as the deed signing, thus exceeding the regulatory deadline. This situation has the potential to create legal loopholes regarding the timing of the creation of property rights.[23]

To anticipate this, Notaries implement internal procedures in the form of:

a. perform data entry immediately after the deed is signed,

b. save screenshot evidence as an archive,

c. Coordinate with the bank so that the disbursement is postponed until the certificate is actually issued. This technical step has been proven to minimize the risk of registration delays.

d. Differences in Interpretation Following the Constitutional Court Decision

The next obstacle was normative, namely differing interpretations of the execution clause following the Constitutional Court ruling. The bank initially preferred the old wording, which authorized unilateral withdrawal, while the notary considered the clause potentially contrary to the principle of due process of law. This debate sparked a tug-of-war between the bank's desire for maximum protection and the notary's obligation to maintain legal balance.

Through intensive discussions, a clause model was finally agreed upon, placing execution as the next step after proof of default and notification to the debtor. This agreement demonstrates that the notary's function extends beyond administrative duties to legal interpretation, bridging the interests of the parties.

e. Social Obstacles and Legal Literacy of Debtors

In addition to technical challenges, there are also social obstacles in the form of low legal literacy among debtors. Some debtors consider notary requirements too complicated and don't understand the relationship between complete documents and protecting their rights. This results in resistance to completing documents or changing names.[24]

The notary, along with the bank, then developed a persuasive approach. Each prospective borrower was explained that validation protects them from

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[23]Satrio, J. (2012). Law on Property Collateral. Bandung: Citra Aditya Bakti, pp. 156–165.
[24]Ulfa, M., & Wisnaeni, F. (2025). The role of notaries in fiduciary transactions. Notarius. https://ejournal.undip.ac.id/index.php/notarius/article/view/65865

accusations of unlawful transfer of property. After gaining this understanding, most borrowers agreed to follow the established procedures.[25]

f. Implemented Solutions

To overcome these various obstacles, several strategic steps have been implemented:

a) Standardization of validation checklists between banks and notaries so that requirements are uniform and measurable.[26]

b) Pre-screening by the bank before the files are sent to the Notary to reduce the return of documents.

c) Administrative assistance for MSME debtors in managing name changes and business legality.

d) Rapid coordination through the bank–Notary working group to resolve differences in legal interpretation.

e) Improving technological competency in Notary offices to face electronic registration.[27]

After the solution was implemented, loan processing times became more predictable, and the number of collateral-related disputes decreased significantly. The bank acknowledged that the additional costs and time in the initial phase were far outweighed by the potential losses incurred if validation were omitted.

g. Implications for Risk Mitigation

The obstacles and solutions above demonstrate that notary validation is part of integrated risk management. Any field findings, no matter how small, have the potential to impact the strength of the bank's preferential rights.[28]Therefore, the success of mitigation is determined not only by the notary's thoroughness, but also by the bank's commitment to complying with legal recommendations. If the bank forces disbursement before validation is complete, the notary's function will be suboptimal and the risk will increase again.

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[25]Adjie, H. (2018). Indonesian Notary Law. Bandung: Refika Aditama. pp. 70-75
[26]Fuady, M. (2017). Debt Guarantee Law. Bandung: Citra Aditya Bakti. pp. 110–118
[27]Wijaya, IW, et al. (2022). Implementation of electronic fiduciary guarantee registration. Kerthadesa Journal.https://ojs.unud.ac.id/index.php/kerthadesa/article/view/94577 accessed on October 26, 2025 at 16.05 WIB.
[28]Salim HS – Development of Guarantee Law in Indonesia (2016) pp. 130–138

3.3. Examples of Notarial Deeds in Fiduciary Credit and Their Relevance to Risk Mitigation

In the practice of providing credit at BPR Lingga Sejahtera, there are two main legal instruments prepared by a notary: the Credit Agreement Deed and the Fiduciary Guarantee Deed. These two deeds do not stand alone but form a contractual framework that defines the bank's legal standing as a preferred creditor. The quality of the substance and the process of drafting these deeds are central to credit risk mitigation.

a. Substantive Structure of the Credit Agreement Deed

The Credit Agreement Deed contains the identities of the parties, the loan amount, the term, the interest rate, the payment procedures, and the default clause. The notary ensures that each element of the debtor's identity aligns with the previous validation results. In practice, the notary does not simply copy data from the bank form but makes editorial adjustments to align with statutory provisions and the principle of contractual balance.[29]

The default clause is the most crucial part. Notaries formulate the default parameters in a limited manner to avoid unilateral interpretation by the bank.[30]This formulation is important because it will form the basis for subsequent legal action, including the withdrawal of collateral or restructuring. If the clause is drafted vaguely, the potential for disputes increases, and the bank's standing could be challenged in court.

b. Structure of the Fiduciary Guarantee Deed

The Fiduciary Guarantee Deed contains a specific description of the object, the value of the guarantee, the bank's position as the fiduciary recipient, and a statement that the object remains in the fiduciary's possession. The notary writes the object's specifications based on the results of a physical inspection: chassis number, engine number, make, model, year, and color of the vehicle. The accuracy of these specifications constitutes a concrete form of validation that directly impacts the success of electronic registration.

In drafting the execution clause, the Notary adjusted the wording to reflect legal developments following the Constitutional Court ruling. The clause no longer authorizes unilateral withdrawal, but instead positions execution as a step following proof of default and proper notification to the debtor. This wording

[29]Adjie, Habib. (2018). Indonesian Notary Law. Bandung: Refika Aditama, pp. 68–75 (obligation to verify identity and formal truth).

[30]Ningsih & Abdul Chalim (2024), The Role of Notaries in the Implementation of Financing Deeds in Islamic Banks…, UNISSULA Journal of Deeds, urlhttps://jurnal.unissula.ac.id/index.php/akta/article/view/2504, accessed on November 28, 2025 at 10:00 WIB.

change demonstrates the Notary's role as a guardian of constitutional compliance in fiduciary practices.

c. Process of Reading and Approval of the Parties

Before signing, the notary reads the entire contents of the deed to the debtor and the bank. This step is often considered a formality, but it actually has crucial evidentiary significance. Through the reading, the debtor understands that although the property remains in their possession, its legal status is under a fiduciary bond. Many debtors only realize this consequence when the deed is read.

The notary also provides the parties with the opportunity to ask questions. In some cases, debtors request clarification regarding the possibility of selling an object or transferring ownership. The notary emphasizes that any transfer without the bank's approval can be classified as an unlawful act. This educational process is an integral part of mitigating the risk of moral hazard.[31]

d. Fiduciary Registration as the Birth Point of Property Rights

After the deed is signed, the notary registers it through the AHU electronic system. The issued fiduciary certificate serves as proof of the creation of property rights, granting the bank preferential rights. In BPR Lingga Sejahtera's practice, credit disbursement is only made after the notary submits proof of the certificate's issuance. This policy demonstrates that the bank views registration as an absolute requirement for credit security.[32]

If there is a delay in registration, the notary immediately informs the bank to delay disbursement. This professional attitude serves as a last line of defense to prevent the bank from becoming a concurrent creditor. From a risk management perspective, coordination at this stage is as important as the business feasibility analysis.

e. Relevance of the Deed to Handling Defaults

Several cases of default that occurred at BPR show that the quality of the deed is very important in determining the effectiveness of the settlement.[33]For loans with properly validated documents, banks find it easier to restructure or negotiate with debtors. Conversely, for older loans that haven't gone through a

[31]Salim HS. (2016). Development of Guarantee Law in Indonesia. Jakarta: RajaGrafindo, pp. 134–142 (legitimate elements of fiduciary objects).
[32]Fuady, Munir. (2017). Debt Guarantee Law. Bandung: Citra Aditya Bakti, pp. 110–118 (preferential position and the meaning of registration).
[33]Mertokusumo, Sudikno. (2014). Indonesian Civil Procedure Law. Yogyakarta: Liberty, pp. 97–103.

rigorous validation process, banks face difficulties because the object data doesn't align with the actual situation.

The deed prepared by a notary serves as a roadmap for settlement. Clauses regarding notification, warning periods, and procedures for handing over the property serve as primary references. Even when settlement must be pursued through the courts, judges consider the deed to be the most legally binding evidence. This fact confirms that risk mitigation begins at the deed's drafting stage.[34]

f. Validation–Deed–Execution Integration

From this series of practices, a clear causal relationship is visible: document validation → deed quality → registration success → execution effectiveness.
If one link is weak, the entire credit protection system will be compromised. Therefore, the role of a notary cannot be limited to merely issuing deeds, but rather to being a key actor in the risk mitigation ecosystem.

The notary at BPR Lingga Sejahtera has developed a collaborative working model with the bank. Any findings during the validation stage are documented in internal records, which then influence the deed's wording. This model demonstrates that the deed is not a static product, but rather the result of a dynamic legal analysis process.

g. Evaluation of Practice and Learning

An evaluation of deed preparation practices revealed several important lessons. First, attention to detail in technical details, such as the engine number, has strategic implications. Second, intensive communication between the notary and the bank expedited the resolution of issues. Third, compliance with electronic registration procedures is key to the creation of property rights.

Based on the overall description, it can be confirmed that the deed example implemented at BPR Lingga Sejahtera reflects best practice standards. The deed not only meets formal requirements but also serves as a risk management instrument that equally protects the interests of the bank and the debtor.

4. Conclusion

Document validation by a Notary in the process of granting credit with fiduciary collateral at BPR Lingga Sejahtera has proven to have a strategic role as an instrument for mitigating legal and credit risks. Through verifying the subject's

[34]Mertokusumo, Sudikno. (2014). Indonesian Civil Procedure Law. Yogyakarta: Liberty, pp. 97–103 (the evidentiary power of authentic deeds).

identity, checking the validity of the collateral object, preparing the credit agreement deed and fiduciary collateral deed in accordance with regulations, and implementing electronic fiduciary registration, the Notary ensures that the formal and material requirements that form the basis for the birth of property rights for the bank are met. This practice can prevent duplicate objects, minimize data discrepancies, strengthen the creditor's preferential position, and provide legal certainty at the execution stage following changes to the fiduciary legal regime. Thus, the quality of Notary validation is directly proportional to the effectiveness of legal protection for banks and debtors in credit relations. Based on these findings, it is recommended that banks and notaries develop integrated validation operating standards that include document checklists, physical verification mechanisms, and measurable and documented registration procedures. Banks should provide administrative assistance to MSME debtors to improve legal compliance before the contract is signed, while notaries should continuously improve their technical competence and understanding of developments in fiduciary law to enable them to formulate adaptive and constitutional deeds. Regulators are expected to strengthen the integration of ownership databases and the stability of electronic registration systems to expedite the validation process without compromising legal certainty.

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Anggriani, R. (2023). "Fiduciary Guarantee in Banking Transactions: Positive Law Perspective", dalam *Simbur Cahaya Journal*, Volume 29 No 2, 1–15, url https://journal.fh.unsri.ac.id/index.php/simburcahaya/article/view/3068/726

Asmaniar. (2022). "Pendaftaran Objek Fidusia sebagai Jaminan Utang dalam Perspektif Kepastian Hukum", dalam *Justice Voice*, Volume 5 No 1, 1–10, url https://ejournal.hukumunkris.id/index.php/justicevoice/article/vie w/32

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