

Legal Protection for Auction Winners Executing Mortgage Rights Who Cannot Control The Auction Object

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Abstract. *This research aims to know and analyze legal protection for auction winners of mortgage execution who cannot control the auction object and to know and analyze the obstacles to auction winners of mortgage execution who cannot control the auction object. This study uses a statutory approach (Statuta Approach), the type of research used in this study is normative legal research, the type of data in this study is secondary data, the data collection method in this study is library research, and the data analysis used is prescriptive analysis. The results of the study indicate that legal protection for buyers or auction winners has not been able to provide legal certainty for buyers or auction winners. Both the seller and the State Asset and Auction Service Office (KPKNL) do not have responsibility and liability for control of the auction object. Repressive legal protection provided by the government to auction winners who cannot control the auction object is to request assistance for vacating directly to the Head of the District Court. As is known, the process from the application for vacating to the execution of vacating does not have a certain time and often takes a long time so that the buyer does not obtain legal certainty to obtain his rights, there are also various obstacles in the process of implementing the mortgage execution auction. These obstacles consist of legal obstacles and non-legal obstacles. Legal obstacles include the existence of unclear or conflicting laws and regulations, while non-legal obstacles relate to technicalities and the execution process in court. The existence of these obstacles causes the lack of legal certainty for the auction winner to enjoy the object of his property rights.*

Keywords: Auction; Mortgage; Protection; Rights.

1. Introduction

The existence of the Guarantee Law is important to protect the interests of banks (creditors) as providers of funds that require guarantees and legal protection

when providing credit to customers (debtors). Guarantees also have an important role for banks in providing credit, because guarantees provide the right and authority to the bank to receive payment from the collateral if the debtor commits a breach of promise (default), namely to repay the debt at the time specified in the agreement.¹

The execution of mortgage rights can occur due to an obligation from the debtor to the creditor that has not been fulfilled, where previously an agreement had been made between the debtor and creditor by signing the Deed of Granting of Mortgage Rights (APHT) made before the Land Deed Making Officer (PPAT), which was then registered at the Land Office.² Deed of Granting of Mortgage Rights (APHT) is a PPAT deed containing the granting of mortgage rights to certain creditors as collateral for the settlement of their receivables. Therefore, the granting of mortgage rights is carried out by making an APHT by the Land Deed Making Officer in accordance with applicable regulations. The form and content of the deed are determined by the Regulation of the Minister of Agrarian Affairs/Head of BPN No. 3 of 1996.³

Article 20 of the Mortgage Law stipulates three alternative methods that can be used by creditors to execute the object of the mortgage guarantee if the debtor defaults, namely by *parate executie*, execution based on the executorial title contained in the Mortgage Certificate and private sale.⁴ The three executions of mortgage rights mentioned above each have differences in their implementation procedures.

Based on the provisions of Article 6 of Law Number 4 of 1996 concerning Mortgage Rights, it is stated that: "If the debtor defaults, the first Mortgage Right holder has the right to sell the object of the Mortgage Right under his own authority through a public auction and take payment of his receivables from the proceeds of the sale of the asset," meaning that if the debtor defaults, the first Mortgage Right holder has the right to sell the object of the Mortgage Right under his own authority through a public auction and take payment of his receivables from the proceeds of the sale. This concept in the Civil Code is known as *Parate Exekusi* as referred to in Article 1178 paragraph (2) of the Civil Code.⁵

The execution of a collateral under hand must fulfill several requirements, including an agreement between the grantor of the mortgage and the holder of

¹Trisadini Prasastinah Usanti and Leonora Bakarbesy, 2013, *Banking Law Reference Book: Guarantee Law*, Surabaya, Revka Petra Media, p. 13.

²Ni Ketut Devy Ratna Sari et al., 2017, *Legal Protection of Auction Buyers for Mortgage Objects in Double Certificate Cases*, IUS Journal of Legal and Justice Studies, Vol 5 No 2, p. 301.

³I Ketut Oka Setiawan, 2019, *Land Registration Law & Mortgage Rights*, Jakarta, Sinar Grafika, p. 116.

⁴Law Number 4 of 1996 Concerning Mortgage Rights

⁵Dea Mahara Saputri, 2019, *Legal Protection for Auction Buyers in the Implementation of Mortgage Rights Execution Auctions*, Pamulang Law Review Journal Vol. 2, No. 1, p. 8.

the mortgage. The execution of Mortgage Rights with Parate Executie and Executorial Title is carried out by auction with reference to the provisions of the Minister of Finance Regulation Number 213/PMK.06/2020 concerning Auction Implementation Guidelines.⁶

As is known, auction institutions have existed since the Dutch era, with the birth of *Vendu Reglement* contained in the *Ordonantie* dated February 28, 1908 *Staatsblad* 1908 Number 189 which has been amended several times and the last is *Staatsblad* 1941 Number 3, which came into effect on April 1, 1908, until now it is still the legal basis for organizing auctions or sales of goods in public in Indonesia.⁷ *Vendu Reglement* which is still in effect and is a positive law in Indonesia, because until now there has been no law on auctions. Therefore, the Government of the Republic of Indonesia has issued several regulations regarding auctions, one of which is the Auction Implementation Instructions regulated in the Regulation of the Minister of Finance Number 27/PMK.06/2016 which was later amended to the Regulation of the Minister of Finance Number 213/PMK.06/2020.⁸

The auction itself contains elements listed in the definition of buying and selling, namely the existence of legal subjects, namely the seller and the buyer, the existence of an agreement between the seller and the buyer regarding goods and prices, the existence of rights and obligations arising between the seller and the buyer. Auction is a special form of buying and selling.⁹

However, in fact, the implementation of the mortgage execution auction does not always run smoothly, there are many obstacles starting from the pre-auction process to post-auction. One of the obstacles that occurs is that the debtor is reluctant to voluntarily hand over the object that has been legally auctioned based on applicable provisions. In addition, the auction winner is also disadvantaged in terms of time, cost and energy because he has to take care of the local court for the execution of the vacancy of the object he has purchased.¹⁰ Then, when the auction winner asked for court assistance to execute the vacating of the auction object, he actually encountered resistance from the debtor who did not want to hand over his collateral.

As with the debtor who resisted the Letter Number: W4.U1/7988/HK.02/IX/2022, dated September 5, 2022 An the Chairman of the Pekanbaru District Court (Registrar) Regarding the Implementation of Execution Seizure in case Number:

⁶Dyah Setyorini & Gandes Candra Kirana, 2021, Legal Review of Legal Protection for Auction Winners in the Execution of Mortgage Rights, *Trisakti Journal* Vol 4 No 1, p. 87.

⁷Rachmadi Usman, 2015, *Auction Law*, Jakarta, Sinar Grafika, p. 14.

⁸Yudha Cahya Kumala, 2021, *Indonesian Auction (All About Auctions and Their Implementation in Indonesia)*, Yogyakarta, Deepublish, p. 5

⁹Bachtiar Sibarani, 2006, Legal Problems of Auction Privatization, *Jurnal Keadilan* Vol 4, No. 1, p. 4.

¹⁰ Salsabila Fathimah Azzahra and Siti Malikhatun Badriyah, 2023, Legal Protection for Auction Winners for Mortgage Right Execution Objects, *Lex Renaissance Journal*, Vol. 8, No. 1, p. 169-170.

6/Pen.Pdt/Sita.EKS-HT/2022/PN.Pbr, as stipulated by the Chairman of the Pekanbaru District Court dated May 23, 2022. The decision explained that the OP who purchased the auctioned goods at a public auction legally based on applicable rules and had received Auction Minutes Number 1089/10/2017 dated December 6, 2017. With the minutes, the auction object has become his property, but the auction winner filed a lawsuit to the Court for vacating the object because he could not physically control his land. However, the debtor was reluctant to vacate the object and instead resisted. In this legal matter, when the object pledged by the debtor has been auctioned and a good-faith auction winner has been found by following the terms, rules and provisions of the auction as regulated by laws and regulations, then the auction winner must be given legal protection to obtain his rights as a good-faith auction winner.

Based on the background above, the researcher is interested in discussing a study entitled Legal Protection for Auction Winners of Mortgage Execution Rights Who Cannot Control the Auction Object.

2. Research Methods

The type of research used in this study is normative legal research., the approach used by the author in discussing the problems in this study is to use a statutory approach (Statute Approach) which is carried out by examining all laws and regulations that are interrelated with the legal issues being handled.¹¹The type of data used is secondary data. The method of data collection in this study is library research. Data analysis is carried out using the prescriptive analysis method.

3. Results and Discussion

3.1. Legal Protection for Auction Winners Executing Mortgage Rights Who Cannot Control the Auction Object

Legal protection for auction buyers refers to the existence of legal certainty over the auction winner's rights to the object of execution of mortgage rights obtained legally, both legally and materially through the auction mechanism. In the ongoing auction process, there will be legal consequences, namely the transfer of rights to the auction object from the seller to the auction buyer. Mortgage Rights arise because of an agreement, namely an agreement between the parties. An auction is a general sale carried out before an authorized auction official and the transfer of ownership rights to the auction object is stated in the auction minutes.¹²

KPKNL Pekanbaru conducted an auction of a plot of land measuring 676 m2 including the building on it in accordance with SHM 145/Umban Sari in the name of S on December 6, 2017 in accordance with the Regulation of the Minister of

¹¹Johnny Ibrahim, 2007, Normative Legal Research Theory & Methodology, Bayumedia Publishing, Malang, p. 302

¹²Dea Mahara Saputri, op.cit, p. 9

Finance Number 27/PMK.06/2016 concerning Auction Implementation Guidelines and Regulation of the Minister of Finance Number 90/PMK.06/2016 concerning Auction Implementation Guidelines with written offers without the presence of auction participants via the internet. Then KPKNL Pekanbaru issued post-auction documents including the Auction Minutes on December 6, 2017, the Auction Minutes Excerpt for the Auction Buyer on December 13, 2017, and the Auction Grosse Minutes at the request of the Buyer on November 26, 2018. All issuance of post-auction documents was carried out in accordance with applicable laws and regulations.

After the auction was declared sold, the Auction Buyer on behalf of OP with the Auction Principal of Rp260,200,000.00 (two hundred and sixty million two hundred rupiah) and stated in the Auction Minutes Number 1089/10/2017 dated December 6, 2017 signed by the Auction Official, Seller, without the presence of the Buyer (via the internet). The Auction Buyer then made payment, then a Receipt and Auction Minutes Quote were issued.

Then the Opponents filed an objection against Letter Number: W4.U1/7988/HK.02/IX/2022, dated September 5, 2022 An the Chief Justice of the Pekanbaru District Court (Registrar) Regarding the Implementation of Execution Seizure in case Number: 6/Pen.Pdt/Sita.EKS-HT/2022/PN.Pbr, as per the Stipulation of the Chief Justice of the Pekanbaru District Court dated May 23, 2022 concerning the order for the Implementation of Execution Seizure as stated in the letter which explains that the Execution Seizure will be carried out against a plot of land and the buildings on it based on the Certificate of Ownership (SHM) Number: 2926/Limbangan Baru, according to the measurement letter Number: 1396/2018 dated January 2, 2018, covering an area of 676 M2 in the name of OP.

The form of legal protection provided to buyers or winners of the execution auction of mortgage rights is divided into 2 (two) forms, namely preventive and repressive legal protection. Preventive legal protection is a form of protection provided to buyers or auction winners before a dispute occurs related to the auction object or is a preventive protection. While the form of repressive legal protection is legal protection to resolve a dispute that occurs, including settlement in a judicial institution.

Vendu Rules provide preventive protection to the winner or buyer of the auction execution of mortgage rights related to the transfer of rights to the auction object. Before conducting the auction, the Auction Officer will conduct a legal analysis of the auction documents to ensure that the auction can be carried out in accordance with applicable laws and regulations.¹³

Preventive legal protection for auction winners is regulated in the provisions of Article 42 of the *Vendu Reglement* which states that auction buyers receive a copy

¹³Ibid, p. 10

of the authenticated deed, in an auction called the Auction Minutes. The Auction Minutes are used as valid evidence in the transfer of land rights. Then Article 37 paragraph 1 of Government Regulation Number 24 of 1997 concerning Land Registration states that: "The transfer of land rights and ownership rights to apartment units through sale and purchase, exchange, grant, income in a company and other legal acts of transfer of rights, except for the transfer of rights through auction, can only be registered, if proven by a deed made by an authorized PPAT according to the provisions of applicable laws and regulations." Meanwhile, according to Article 41 paragraph 1 of Government Regulation Number 24 of 1997 concerning Land Registration, it is stated that "The transfer of rights through the transfer of rights by auction can only be registered if proven by an extract of the auction minutes made by the Auction Official."

In the above case, the granting of Auction Minutes Number 1089/10/2017 to OP as the winning party of the auction is one form of implementation of preventive legal protection from Article 42 of the *Vendu Reglement*. The existence of this legal protection explains the rights held by the auction winner to a copy of the authenticated minutes. Then after receiving a quote from the auction minutes, the auction winner can carry out the name change process at the National Land Agency Office.

Furthermore, preventive legal protection is also provided by KPKNL before the auction is conducted. KPKNL as the organizer must inform all auction participants regarding the auction documents, the condition and circumstances of the auction object truthfully and as is, including the consequences and risks that may arise. Then the Auction Officer is required to request information from the Land Office regarding the land area to be auctioned. The notification will be made no later than 7 days before the auction is held.¹⁴

In addition to preventive legal protection, the winner or buyer of the mortgage execution auction also gets repressive legal protection. Repressive protection according to Hadjon is an effort to obtain legal protection carried out through the judicial body.¹⁵

The form of repressive legal protection for auction buyers is contained in SEMA Number 7 of 2012 concerning the Legal Formulation of the Results of the Plenary Meeting of the Supreme Court Chamber as a Guideline for the Implementation of Duties for the Court, point IX, which states "Protection must be given to buyers who act in good faith even if it is later discovered that the seller is a person who is not entitled (to the object of the land sale and purchase)."¹⁶ Repressive protection

¹⁴Ghani Yoga Pratama, 2018, *Legal Protection for Winners of Mortgage Auctions*, Thesis, Faculty of Law, Islamic University of Indonesia, p. 78.

¹⁵Dea Mahara Saputri, *loc.cit.*

¹⁶Circular Letter of the Supreme Court Number 7 of 2012 concerning the Legal Formulation of the Results of the Plenary Meeting of the Supreme Court Chamber as a Guideline for the Implementation of Duties for the Courts, point IX.

is also contained in the provisions of the Supreme Court of the Republic of Indonesia Jurisprudence Number: 323/K/Sip/1968 which explains that if an auction process has been carried out in accordance with the provisions of applicable laws and regulations and is won by an auction buyer who has good intentions, then the auction cannot be canceled and the auction buyer must be given legal protection. In the Supreme Court Decision of the Republic of Indonesia Register Number 821/K/Sip/1974, it is also stated that a buyer who purchases an item through a public auction by the State Auction Office is a buyer who has good intentions and must be protected by law.

Then the Jurisprudence of the Court Decision Number: 1068K/Pdt/2008, states that an auction that has been carried out based on a decision that has permanent legal force, then the auction cannot be canceled. Provisions regarding protection for auction buyers who act in good faith are also contained in Article 25 of the Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020 concerning Auction Implementation Guidelines which states that: "Auctions that have been carried out in accordance with the provisions of laws and regulations cannot be canceled."¹⁷

However, when the Buyer or Auction Winner cannot control the goods purchased and are still controlled by the debtor, then neither the creditor nor the Auction Officer has any responsibility and liability for this, because all procedures and procedures as well as formal, material and physical aspects have been fulfilled. And on the other hand, all parties who wish to purchase the goods have been given the opportunity to see for themselves the goods to be purchased and are As Is (what is) and all are carried out openly and transparently, as reflected in the clause in each Auction Minutes stated:¹⁸

- Bidders/buyers are deemed to have truly known what they have bid/purchased. If there are any visible or invisible deficiencies and damages to the land and building they have purchased, they have no right to reject or withdraw after their purchase has been validated and they waive all rights to seek compensation for anything whatsoever.
- The land and building are still sold according to their condition today with all defects and deficiencies, both known and unknown. Therefore, starting from the time of this sale, the land and building are the responsibility and risk of the buyer.

However, when the auction winner asked for court assistance to execute the vacancy of the auction object, they actually received resistance from the debtor who did not want to hand over their collateral as experienced by OP as the auction winner. This ultimately caused the vacancy process to drag on and not run

¹⁷Regulation of the Minister of Finance of the Republic of Indonesia Number 213/PMK.06/2020 concerning Instructions for the Implementation of Auctions

¹⁸Habib Adjie, 2023, Relations between Mortgage Rights, Auctions, and Assignments, CV Bintang Semesta Media, Yogyakarta, p. 39.

effectively. As is known, the process from the vacancy request to the vacancy execution has no certainty of time and often takes a long time so that the buyer does not obtain legal certainty to obtain his rights.

Based on the above case, it can be seen that legal protection for buyers or auction winners has not been able to provide legal certainty for buyers. Until now, problems regarding control of auction objects often occur and have not found a resolution. Both the seller and the State Assets and Auction Service Office (KPKNL) do not have responsibility and liability for control of auction objects. Auction officials in providing legal protection only guarantee that all procedures and procedures and formal, material and physical aspects have been fulfilled. Repressive legal protection provided by the government to auction winners who cannot control the auction object is to request assistance for vacating directly to the Head of the Pekanbaru District Court. However, this is also ineffective, especially if the debtor resists as in the case above. Because it causes the vacating process to drag on and has no certainty of time. So that the auction winner still feels disadvantaged by the sale and purchase carried out by auction. Of course, this makes the public wary of sales and purchases carried out by auction. Therefore, it is time to create a new rule, if in an auction the execution of mortgage rights occurs when the buyer in the auction cannot control the goods he has purchased, then the seller is legally responsible so as not to harm the buyer.¹⁹

3.2. Obstacles to the Winner of the Auction for Executing Mortgage Rights Who Cannot Control the Auction Object

Mortgage rights have one of the characteristics, namely easy and certain in the execution if the debtor defaults in the future. If viewed based on the applicable positive law, namely Law Number 4 of 1996 concerning Mortgage Rights, it has been strictly regulated regarding the execution of mortgage rights. However, in practice, the implementation of mortgage execution auctions does not always run smoothly. Various obstacles can occur in the implementation of mortgage execution auctions. Although there are regulations that regulate it, if viewed based on the theory of legal certainty, it can be said that these regulations do not fully guarantee the execution process of mortgage objects due to obstacles that hinder the execution process.²⁰ These obstacles can be in the form of legal and non-legal obstacles, which will be explained as follows:

1. Legal Obstacles

Legal obstacles are obstacles that arise in the formulation of policies. This means that a problem can be seen from the formulation policy which should be based on the applicable system, not seen from other perspectives such as philosophy, pragmatics, or sociology. Legal obstacles include the existence of unclear or

¹⁹Ibid

²⁰Dea Mahara Saputri, op.cit, p. 11.

conflicting laws and regulations. The legal obstacles in the auction of mortgage execution are as follows:²¹

In the provisions of Ministerial Regulation Number 213/PMK.06/2020 concerning Auction Implementation Guidelines, it has regulated legal protection for auction winners. However, the regulation has not been clearly regulated and there are still several regulations whose substance is incomplete. So that it can cause legal obstacles to the implementation of the mortgage execution auction.²²

The next legal obstacle is the ineffectiveness of Article 6 of Law Number 4 of 1996 and the executorial title stated in the mortgage certificate. In addition, not all mortgage executions can be carried out in accordance with the provisions of Article 6 of Law Number 4 of 1996, because the Mortgage Law stipulates that:

- a. The first creditor holding the mortgage rights can take advantage of the privileges as stipulated in Article 6 of Law Number 4 of 1996.
- b. The APHT must contain a promise that the first mortgage holder has the authority to sell the mortgage object at his own discretion through a public auction if the debtor defaults.²³

Furthermore, the executorial title in the mortgage certificate is not running effectively. It is expected that the executorial title listed in the mortgage certificate has clear legal force in the execution of the mortgage object, so that the creditor can execute directly through the KPKNL, without having to ask for assistance from the court.²⁴

Then the promise to empty the object of the mortgage which also did not run effectively. The Mortgage Law allows the parties to make promises in the APHT, one of which is the promise to empty the object of the mortgage when the debtor defaults. However, in fact, when the execution was carried out, this promise did not run properly. Such as when the execution was to be carried out but the object of the mortgage had not been emptied. Meanwhile, the KPKNL does not have the authority to carry out the emptied, because the authority to empty lies with the district court.²⁵ Although Article 11 paragraph (2) stipulates that creditors and debtors can make promises in the APHT, including promises to empty the object of the mortgage, in reality these provisions are not binding.²⁶

²¹Salsabila Fatima Azzahra and Siti Malikhatun Badriyah, *op.cit*, p. 178.

²²*Ibid*

²³Imma Indra Dewi Windajani, 2011, Obstacles to Execution of Mortgage Rights at the Yogyakarta State Asset and Auction Service Office, *Jurnal Mimbar Hukum*, p. 130.

²⁴*Ibid*, p. 132.

²⁵Aulia Nusa Bela et al., 2022, Legal Protection of Online Auction Winners of Mortgage Rights at KPKNL Medan Based on Auction Minutes Number 132/04/2019, *Al-Hikmah Law Journal: Media for Communication and Information on Law and Society*, Vol. 3 No. 2, p. 340.

²⁶Imma Indra Dewi windajani, *op.cit*, p. 132.

2. Non-Legal Obstacles

In addition to legal obstacles, there are non-legal obstacles that hinder the process of implementing the auction of mortgage execution. Non-legal obstacles are related to the technicalities and execution process in court.²⁷ The non-legal obstacles in the auction of execution of mortgage rights are as follows:

a. There is a lawsuit filed by the former debtor as the original landowner. The lawsuit is based on a sense of injustice or loss that he experienced. One of them is because the auction price is not appropriate. Of course this condition is detrimental to the auction winner, because in addition to the process taking time, it also costs a lot of money.

b. There is a land blockade against the auction object won by the auction winner. This blockage makes the auction winner hampered in carrying out a legal act in the form of a land rights song. Therefore, it can be said that de jure the auction winner has not been able to sing the land rights or the name change process.

c. The former debtor as the original land owner did not immediately vacate the auction object which should have changed hands to the auction winner. In this case, the debtor still controls and is reluctant to leave the auction object which should no longer belong to the debtor. This causes the auction winner to be hampered in controlling the auction object.²⁸

d. There is a lawsuit from a third party or *derden verzet*. If the execution of the seizure is about to be carried out, usually a third party will appear by filing a lawsuit. The third party is a party with the position of owner of the collateralized object but is not a debtor. The lawsuit filed by the third party is in the form of resistance to the execution seizure. In the provisions of Article 207 paragraph (3) HIR it is stated that in principle resistance does not suspend execution, unless the Head of the District Court gives an order for execution to be suspended until the District Court makes a decision.²⁹

e. Interference from third parties. Interference from third parties usually occurs when an execution is about to be carried out. This interference can be in the form of mobilizing a mass that supports the executed party or the emergence of a third party that acknowledges that the object of the mortgage that will be executed belongs to a third party, not the debtor.³⁰

²⁷Ralang Hartati and Syafrida, 2021, *Obstacles in the Execution of Civil Cases.*, ADIL: Journal of Law, Vol 12 No. 1, p. 101.

²⁸Erlando Andriansa Buana and Purwono Sungkowo Raharjo, 2021, *Legal Protection for Winners of Mortgage Auctions in the Process of Transferring Land Rights Due to Auctions*, Journal of Legal Communication, Vol. 7, No. 2, p. 517

²⁹Salsabila Fatima Azzahra and Siti Malikhatun Badriyah, *op.cit*, p. 180.

³⁰Imma Indra Dewi windajani, *op.cit*, p. 131.

4. Conclusion

That legal protection for buyers or auction winners has not been able to provide legal certainty. Both the seller and the State Asset and Auction Service Office (KPKNL) do not have responsibility and liability for control of the auction object. Auction officials in providing legal protection only guarantee that all procedures and procedures and formal, material and physical aspects have been fulfilled. Repressive legal protection provided by the government to auction winners who cannot control the auction object is to request assistance for vacating directly to the Head of the Pekanbaru District Court. However, the vacating process is protracted and has no certainty of time. Various obstacles can occur in the implementation of the execution auction of mortgage rights. These obstacles consist of legal obstacles and non-legal obstacles. Legal obstacles include the existence of unclear or conflicting laws and regulations, while non-legal obstacles relate to the technicalities and execution process in court. Due to these obstacles, there is no legal certainty for auction winners to enjoy their property rights. It is expected that the Government's role in providing regulations related to legal protection for the winners of the mortgage execution auction by making changes to the UUHT and PMK concerning Auction Implementation Guidelines so that the regulations regarding the mortgage execution auction are contained in the form of a Law so that it can provide legal certainty for all parties. For auction winners, to always apply the principle of caution in following the auction implementation process. It is expected that auction buyers must really know the conditions and circumstances of the auction object truly and as they are, even the consequences and risks that will arise. So that auction buyers can decide carefully on the auction object to be purchased.

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