

Leasing Company Responsibility for Embezzlement of Payments by Employees

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Abstract. *This study aims to analyze: 1). The form of legal responsibility of leasing companies for the act of embezzlement of credit payments committed by certain employees in employment relationships. 2) Legal protection for leasing consumers who are harmed due to payments that are not administratively recognized by the company, as occurred in the case of PT Mega Centra Finance in Pekalongan City. This type of research is included in the scope of normative legal research. The approach method in this study is Legislation and conceptual. The type of data in this study is secondary. Secondary data sources consist of primary, secondary and tertiary legal materials. The method of data collection in this study is by using library techniques (document study). The analysis in this study is qualitative-normative. The results of the study concluded: 1). The form of legal responsibility of leasing companies for the act of embezzlement of credit payments by employees reflects the application of the principle of corporate liability which includes civil, criminal, and administrative aspects. In civil law, responsibility is based on Article 1367 of the Civil Code concerning the responsibility of employers for the actions of their subordinates. In criminal law, Articles 45 and 46 of Law No. 1 of 2023 (the new Criminal Code) allows corporations to be held accountable if negligence in the supervisory system triggers a criminal act. Meanwhile, administratively, POJK No. 35/POJK.05/2018 emphasizes the obligation of financing companies to implement the principle of prudence and consumer data protection. Thus, companies remain responsible for consumer losses as long as the employee's actions are carried out within the employment relationship. 2.) Legal protection for leasing consumers who suffer losses due to administrative non-recognition of payments includes two forms: preventive and repressive. Preventive protection is carried out through the application of prudential principles and internal supervision as stipulated in the UUPK and POJK, while repressive protection aims to restore consumer rights through complaint mechanisms, mediation, civil lawsuits, and criminal sanctions for perpetrators. The principle of vicarious liability ensures the company's legal responsibility for the actions of employees who are still within the*

scope of employment. The effectiveness of this legal protection depends on the implementation of good corporate governance and consistent law enforcement to ensure legal certainty for consumers.

Keywords: Credit; Embezzlement; Leasing; Repayment.

1. Introduction

Law cannot be separated from the human values that underlie it. It must protect the vulnerable and provide space for a sense of justice to flourish in social practice.¹ Within this framework, when a citizen has acted in good faith and fulfilled his or her obligations, the law is philosophically obligated to ensure that his or her rights are respected. This perspective becomes even more relevant when linked to financing practices in the banking sector. A bank is a business entity that collects funds from the public in the form of savings and distributes them in the form of credit and/or other forms to improve the standard of living of the people. Banking plays a strategic role in harmonizing and balancing equitable development, economic growth, and national stability, namely by providing loans to the public through credit.²

Credit is a loan agreement between a bank as the creditor and another party as the debtor, requiring the debtor to repay the debt after a certain period of time with interest. A crucial factor in granting credit is the credit agreement. These agreements have evolved over time. To ensure legal certainty and protection, the public has incorporated these agreements into authentic deeds. Article 1868 of the Civil Code stipulates that for a deed to have the force of authentic evidence, it must be drawn up by an authorized public official. Therefore, not everyone can or may draw up an authentic deed; only public officials authorized by law can draw up authentic deeds.³

Without a credit agreement signed by both the creditor and the debtor, there is no credit agreement. A credit agreement is usually accompanied by a collateral agreement, so the credit agreement is the principal or principle, while the collateral agreement is a subsidiary or accessory agreement, meaning its existence and termination depend on the principal agreement.⁴ Guarantee law is the totality of legal principles governing the relationship between the giver and the recipient

¹Satjipto Rahardjo, 2009, *Progressive Law: Law that Liberates*, Kompas, Jakarta, p. 5.

²Sulistian, Jawade Hafidz, *Cooperation between Notaries and Land Deed Officials (PPAT) with Banks in the Preparation of Deeds of Mortgage Granting*, Jurnal Akta, Volume 4 Number 4 December 2017, p. 708

³Maslikan and Sukarmi, 2018, *The Authority of Notaries in Making Authentic Deeds Related to Cooperation Contracts*, Jurnal Akta, Volume 5 Number 2, p. 15

⁴Sutarno, SH., MM, 2004, *Legal Aspects of Credit in Banks*, Alfabeta, Bandung, p.98

of a guarantee in relation to the encumbrance of a guarantee to obtain credit facilities. Essentially, guarantee law is a legal provision that regulates the relationship between the guarantee giver (debtor) and the guarantee recipient (creditor) as a result of the encumbrance of a certain debt (credit) with a guarantee (a certain object or person).⁵

Legally, the relationship between consumers and financing institutions is based on a consensual agreement as stated in Article 1313 of the Civil Code (KUHPerdata), which states that an agreement is an act by which one or more people bind themselves to one or more other people. In financing practice, this agreement creates reciprocal obligations between the parties, namely the consumer is obliged to pay off the installments according to the agreement, while the financing institution is obliged to submit proof of vehicle ownership in the form of a Motor Vehicle Ownership Book (BPKB) after the payment is complete. The agreed agreement is binding as stipulated in Article 1338 of the Civil Code, which states that all legally made agreements apply as law for those who make them. Therefore, when the consumer has fulfilled his/her obligations by paying off the installments, the financing institution cannot delay the fulfillment of the consumer's rights for internal administrative reasons, especially when the payment is made to an official company employee and accompanied by written evidence. This is in line with the principle of *pacta sunt servanda*, that the agreement must be fulfilled earnestly by the parties.⁶

Furthermore, from a legal perspective on liability, Article 1367 of the Civil Code states that a person is responsible for the actions of others under their supervision, including employers for the actions of their subordinates. This means that if an employee of a financing institution embezzles funds in the course of carrying out their duties, the institution cannot absolve itself of legal responsibility.⁷ This responsibility is a form of legal protection for parties who have acted in good faith and become victims in an unequal legal relations system.

As a form of strengthening legal protection for consumers, Law Number 8 of 1999 concerning Consumer Protection emphasizes that consumers have the right to comfort, security, and safety in using goods and/or services as stated in Article 4 letter a. Financing institutions as business actors in the financial services sector are obliged to provide correct information and guarantee the quality of service, as stated in Article 7 letters b and c.⁸ When consumer rights are violated, the financing

⁵ Rachmadi Usman, 2008, *Civil Guarantee Law*, Sinar Grafika, Jakarta, p. 1

⁶ Salim HS, 2013, *Development of Contract Law in Indonesia*, Sinar Grafika, Jakarta, p.72.

⁷ Maria Farida Indrati, 2007, *Legal Science: Types, Functions, and Content*, Kanisius, Yogyakarta, p. 114.

⁸ Yulianto Achmad, 2015, "The Urgency of Consumer Protection from the Perspective of Civil Law and State Administrative Law", *Jurnal RechtsVinding*, Vol. 4 No. 3, p. 377.

institution not only violates contractual principles, but also violates the principles of business social responsibility in the consumer protection system in Indonesia.

As a legal entity, a financing company is obligated to be responsible for the actions of its employees as long as they are carried out in the course of their duties, as this demonstrates the enforcement of justice and legal certainty for consumers. The case of Pri Rahmat Raharjo in Pekalongan, who had repaid his loan to PT Mega Centra Finance but was still intimidated by debt collectors due to errors in the company's internal records, illustrates the weak responsibility of financing institutions and the imbalanced relationship between consumers and businesses. The company's hands-off attitude demonstrates a lack of structural protection for consumers and minimal oversight of its employees, potentially undermining public trust in formal financing institutions. Sociologically, this reflects that the law has not yet functioned optimally as a social protection instrument for structurally weaker parties in financing relationships. The imbalanced relationship between businesses and consumers in the financing sector is often exacerbated by minimal oversight of internal employee behavior and non-transparent reporting procedures.⁹

2. Research Methods

This type of research falls within the scope of normative legal research. The approach used is legislative and conceptual. The data used is secondary. Secondary data sources consist of primary, secondary, and tertiary legal materials. The data collection method used is literature review (document study). The analysis used is qualitative-normative.

3. Results and Discussion

3.1. Legal Responsibility of Leasing Companies for Embezzlement of Credit Payments Committed by Employees in Employment Relationships

As the dynamics of social life evolve, interactions between individuals are expanding, particularly in economic and commercial relationships, including those involving bonds or agreements. Several parties interact with each other, binding themselves to each other in agreements.¹⁰Article 1313 of the Civil Code defines an agreement as an act in which one or more persons bind themselves to one or more persons. An agreement is a legal act in which one or more persons often bind themselves to one or more persons.¹¹An agreement is a legal relationship regarding property between two parties, where one party promises or is deemed to have promised to do something or not to do something, while the other party

⁹Fitria Lestari, 2022, Inequality in Consumer Relations and Non-Bank Financing Institutions from a Sociological Perspective, *Jurnal Sosiohumaniora*, Vol. 24 No. 2, p. 160.

¹⁰Dewi Kurnia Putri and Amin Purnawan, 2017, Differences between a Paid Sale and Purchase Agreement and an Unpaid Sale and Purchase Agreement, *Jurnal Akta*, Vol. 4 No. 4, p. 624

¹¹R. Setiawan, 1999, *Principles of Contract Law*, sixth edition, Putra Bardin, Bandung, p. 49

has the right to demand the implementation of that promise.¹²One form of such agreement is a debt or credit agreement.

In recent years, the financing industry in Indonesia has experienced rapid growth, with total receivables from multifinance companies reaching IDR 507.02 trillion in February 2025, a 5.92% increase compared to the previous year. This growth demonstrates the significant role of leasing companies in supporting economic activity, particularly in the motor vehicle, heavy equipment, and industrial sectors. Leasing itself is an agreement between a lessor and lessee that grants the right to use an asset in exchange for periodic payments, thus helping businesses with limited capital. However, behind this positive growth, financing practices often give rise to legal issues, primarily due to irregularities by internal officials, such as employees who receive installment payments without official recording. The case of Pri Rahmat Raharjo in Pekalongan City illustrates weak internal oversight and the imbalance in position between consumers and financing companies. Pri, who had paid off his loan through an employee of PT Mega Centra Finance (MCF), was still subject to collection and intimidation because the repayment was not recorded in the system. The company stated that the transaction was a personal matter for the employee, not the institution's responsibility. This hands-off attitude demonstrates weak corporate accountability and legal protection for consumers. Until now, the case is still in the complaint stage, so this research is focused on a normative analysis regarding the legal responsibility of leasing companies based on applicable statutory provisions and legal doctrine.

The legal responsibility of leasing companies for unlawful acts committed by their employees, such as embezzlement of loan repayment funds, is a manifestation of the basic principles of contract law and corporate law. This principle is based on the view that every legal entity that derives economic benefits from a legal relationship must also bear responsibility for the legal consequences arising from that relationship.¹³A leasing company as a financing institution (lessor) has the position of a business actor in a contractual relationship with consumers (lessees), who is legally obliged to be responsible for any actions of its employees that cause losses to other parties during the course of carrying out work.

Normatively, the legal responsibility of a leasing company for embezzlement of credit payments by employees includes three main dimensions, namely civil, limited criminal, and administrative liability. In the civil aspect, Article 1367 of the Civil Code states that employers are responsible for losses incurred by their subordinates, so that leasing companies are obliged to compensate consumers for losses as long as the actions are carried out within the employment relationship (vicarious liability). In addition, the company's negligence in supervising its

¹²Wirjono Prodjodikoro, 2000, *Principles of Contract Law*, Sumur, Bandung, eighth edition, p. 4

¹³Ferry Meidhika, 2023, *Civil Liability for Financing Companies that Commit Unlawful Acts in the Process of Repossessing Motor Vehicles by Debt Collectors*, Thesis, Medan Area University, pp. 35–36.

employees (*culpa in vigilando*) can also be categorized as an unlawful act based on Article 1365 of the Civil Code, so that the company is obliged to provide compensation as regulated in Article 19 paragraph (1) of the UUPK. In the limited criminal aspect, Articles 45–52 of the New Criminal Code state that corporations can be punished if the crime is committed by a person acting for and on behalf of a legal entity. If a company is negligent in supervising or gains profits from the unlawful actions of employees, it can be held liable for corporate criminal liability with sanctions in the form of fines, freezing, or revocation of business licenses in accordance with POJK No. 35/POJK.05/2018. Meanwhile, administratively, leasing companies are obligated to implement internal control and audit systems in accordance with good corporate governance principles. Negligence in this regard can result in administrative sanctions from the OJK, such as warnings, restrictions on business activities, or license revocation. Thus, these three forms of responsibility form a legal system that guarantees consumer protection and enforces corporate accountability in the financing industry.

According to Article 1, number 15 of Law Number 13 of 2003 concerning Manpower, as amended by Law Number 6 of 2023, an employment relationship arises from an employment agreement between an employer and employee, which includes elements of work, wages, and orders. These three elements form a hierarchical structure that creates an obligation for employees to carry out their superiors' orders, and conversely, an obligation for employers to bear all risks arising from the performance of said work.

Based on labor law theory, an employer's responsibility for the actions of their subordinates is known as employer's liability, which is rooted in the principle of business risk (*ondernemingsrisico*). This means that any risk arising from the implementation of business activities, including those resulting from employee actions, is part of the risk that must be legally borne by the company. Husni emphasized that in industrial relations, a company as a legal entity is not only responsible for the economic aspects, but also for the social and legal aspects of every action of its employees as long as it remains within the scope of the assigned work.¹⁴In cases of credit repayment embezzlement, the element of an order within the employment relationship is crucial. If an employee receives payment from a customer because they are assigned by the company to perform collection or customer service functions, their actions cannot be separated from their official capacity. Therefore, if the employee subsequently commits embezzlement, the company remains legally liable for the customer's losses, as the actions occurred within the context of their employment.

Sudikno Mertokusumo emphasized that in every legal relationship, there must be a balance between rights and obligations. Employers have the right to demand loyalty and compliance from employees, but are also obligated to provide

¹⁴Lalu Husni, 2021, Indonesian Employment Law, Rajawali Pers, Jakarta, p. 132.

protection to third parties who interact with them within the scope of the employment relationship.¹⁵In this case, leasing consumers have the right to be assured that every interaction with company employees reflects the corporation's legal responsibility, not just a personal relationship.

Hans Kelsen's theory of legal responsibility provides a crucial philosophical and conceptual foundation for understanding how legal responsibility arises within the context of relationships between individuals, groups, and institutions. In Kelsen's view, responsibility is a normative consequence of violations of applicable legal norms, with each violation being accompanied by sanctions inherent in the legal system itself. Therefore, the concept of legal responsibility is understood not merely as a moral aspect but as an integral part of the rational and hierarchical structure of legal norms. Kelsen divides legal responsibility into four forms: individual responsibility, collective responsibility, fault-based responsibility, and absolute responsibility.¹⁶The four forms of legal liability of leasing companies in cases of employee embezzlement reflect a comprehensive approach to corporate accountability. First, individual liability emphasizes the perpetrator's personal responsibility based on Kelsen's principle of personal culpability and Article 372 of the Criminal Code on embezzlement. Employees are criminally liable for intentionally disposing of funds that do not belong to them. Second, collective liability positions the company as part of a social structure that shares responsibility for the actions of its subordinates, as the employment relationship creates a functional bond between the individual and the corporation. Under the New Criminal Code (Law No. 1 of 2023, Articles 45–46), corporations are now recognized as subjects of criminal law and can be held liable if the crime is committed in the course of business activities or provides benefits to the company. Third, fault liability requires proof of negligence or lack of management oversight. A company can be found guilty if it fails to exercise due diligence and adequate internal oversight of employee transactions. Fourth, strict liability applies regardless of fault, namely when consumer losses arise from an unsafe company system or weak administrative controls. This principle emphasizes that companies remain responsible for consumer protection and legal certainty, even if subjective fault is not proven. Thus, these four forms of liability demonstrate that in the modern legal system, leasing companies' responsibilities extend from individual to institutional levels to ensure fairness, legal certainty, and consumer protection.

Based on the description above, the legal responsibility of leasing companies for acts of embezzlement of credit payments by employees in employment relationships is a form of application of the principle of corporate liability which is multidimensional, encompassing civil, criminal, and administrative aspects. In the civil realm, corporate responsibility is based on Article 1367 of the Civil Code

¹⁵Sudikno Mertokusumo, 2013, Indonesian Civil Procedure Law, Liberty, Yogyakarta, p.90

¹⁶Hans Kelsen , Op.cit., p. 140

concerning the responsibility of employers for the actions of their subordinates, while in criminal law, the recognition of corporations as criminal subjects through Articles 45 and 46 of the new Criminal Code (Law No. 1 of 2023) allows companies to be held accountable if negligence in supervision or their internal systems leads to crimes. Administratively, POJK No. 35/POJK.05/2018 requires financing companies to apply the principle of prudence, maintain system security, and protect consumer data, violations of which can be subject to administrative sanctions. Based on Hans Kelsen's theory of legal responsibility, This responsibility includes individual, collective, fault-based and absolute dimensions, so that the leasing company remains legally responsible for consumer losses as long as the employee's actions are carried out in an employment relationship and are related to the implementation of job duties.

3.2. Legal Protection for Leasing Consumers Who Suffer Losses Due to Payments Not Administratively Recognized by the Company, as Occurred in the Case of PT Mega Centra Finance in Pekalongan City

Legal protection is protection using legal means or protection provided by law. to then be aimed at protecting certain interests, namely by making the interests that need to be protected into a legal right. Philipus M. Hadjon stated that legal protection is the protection of dignity and respect and recognition of human rights owned by legal subjects based on legal provisions from arbitrariness or as a collection of regulations or rules that will be able to protect one thing from another. This means that the law provides protection for a person's rights against something that results in the non-fulfillment of these rights.¹⁷

According to Philipus M. Hadjon, legal protection for consumers is divided into two main forms: preventive protection and repressive protection. Preventive protection aims to prevent violations through legal regulations and a strict supervisory system. In the context of leasing companies, this form is realized through the application of the principles of prudence and transparency as stipulated in the Consumer Protection Law, POJK No. 1/POJK.07/2013, and POJK No. 35/POJK.05/2018, which emphasize the company's obligation to provide honest information, maintain data accuracy, and ensure transaction security. The case of PT Mega Centra Finance (MCF) in Pekalongan demonstrates the weakness of preventive protection due to the malfunctioning audit and transaction verification systems that should protect consumers from abuse of authority by employees.

In general, legal protection can be understood as a mechanism provided by law or through legal processes to protect the rights of legal subjects from being harmed by the actions of others, especially by parties who have more power or a stronger

¹⁷Philipus M. Hadjon, 1987, Legal Protection for the People in Indonesia, PT Bina Ilmu. Surabaya, p. 25.

position.¹⁸This protection does not only concern the existence of written norms, but also how these norms are implemented, accessed, and enforced in order to produce justice, order, benefit, and legal certainty for society.¹⁹In the consumer sphere, legal protection aims to create a balance between the interests of businesses and consumers, who are structurally weaker. Therefore, effective legal protection requires more than just normative regulations, including dispute resolution mechanisms, business actor accountability, and strengthening the capacity of consumers as both protected parties and actors in the protection system.²⁰

Based on the above description, it can be concluded that legal protection for consumers in financing transactions with fiduciary guarantees, as reflected in the case of PT Mega Centra Finance (MCF) Pekalongan, is a concrete form of the application of the principles of justice, certainty, and legal benefit as mandated in the national legal system. Preventive and repressive legal protection are two important, complementary instruments to guarantee consumer rights. Preventive protection is realized through normative arrangements and the principle of prudence in regulations such as the UUPK and POJK, which aim to prevent losses due to administrative negligence or abuse of authority. Meanwhile, repressive protection plays a role in restoring violated consumer rights through legal mechanisms such as complaints, mediation, civil lawsuits, and criminal sanctions against perpetrators. The principle of corporate responsibility (vicarious liability) emphasizes that financing companies remain legally liable for the actions of employees committed within the scope of their work. Thus, the success of legal protection for consumers depends heavily on the effective application of good corporate governance principles, compliance with regulations, and consistent law enforcement by relevant authorities to create fair and balanced legal certainty between financing companies and consumers.

4. Conclusion

The legal responsibility of leasing companies for embezzlement of credit payments by employees reflects the application of the principle of corporate liability, which includes civil, criminal, and administrative aspects. Based on Article 1367 of the Civil Code, companies are responsible for the actions of their subordinates during the employment relationship. Articles 45–46 of the New Criminal Code (Law No. 1 of 2023) emphasize that corporations can be held criminally liable if negligence in their supervision or internal systems results in a crime, while POJK No.

¹⁸Ni Made Dewi Intan Lestari & Dewa Nyoman Rai Asmara Putra, 2015, Legal Protection for Consumers Due to Losses Caused by Online Shop Business Actors on Instagram, *Scientific Journal of Aerospace Law*, Vol. 5 No. 2, p. 71.

¹⁹Maria Alberta Liza Quintarti, 2023, Forms of Legal Protection for Consumers from the Perspective of Law Number 8 of 1999, *Journal of Legal & Sharia Studies (JKS)*, Vol. 7 No. 8, p. 132

²⁰Benedictus Renny See, 2022, Legal Protection for Consumers and Registered Trademark Holders from the Use of Well-Known Trademarks, *Caraka Justitia Law Journal*, Vol. 2 No. 2, p. 145.

35/POJK.05/2018 requires the application of the principle of prudence and consumer protection. According to Hans Kelsen's theory, this responsibility includes individual, collective, fault, and absolute dimensions, so that companies remain obliged to bear the legal consequences for consumer losses arising from the performance of employee duties. Legal protection for leasing consumers, such as in the case of PT Mega Centra Finance (MCF) Pekalongan, includes preventive and repressive protection. Preventive protection is realized through the application of the principles of prudence and transparency in the Consumer Protection Law (UUPK) and the Financial Services Authority Regulation (POJK) to prevent losses, while repressive protection restores consumer rights through complaints, mediation, lawsuits, or criminal sanctions. Based on the principle of vicarious liability, companies remain responsible for the actions of employees within the scope of work. The effectiveness of legal protection is determined by the implementation of good corporate governance, compliance with regulations, and consistent law enforcement to ensure certainty and justice for consumers.

5. References

Journals:

- Benedictus Renny See, 2022, "Perlindungan Hukum Bagi Konsumen dan Pemegang Merek Terdaftar dari Pemanfaatan Merek Terkenal," *Jurnal Hukum Caraka Justitia*, Vol. 2 No. 2.
- Dewi Kurnia Putri dan Amin Purnawan, 2017, "Perbedaan Perjanjian Pengikatan Jual Beli Lunas dengan Perjanjian Pengikatan Jual Beli Tidak Lunas," *Jurnal Akta*, Vol. 4 No. 4.
- Ferry Meidhika, 2023, *Pertanggungjawaban Perdata Bagi Perusahaan Pembiayaan yang Melakukan Perbuatan Melawan Hukum dalam Proses Penarikan Kendaraan Bermotor oleh Debt Collector*, Skripsi, Universitas Medan Area.
- Fitria Lestari, 2022, "Ketimpangan Relasi Konsumen dan Lembaga Pembiayaan Non-Bank dalam Perspektif Sosiologis," *Jurnal Sosiohumaniora*, Vol. 24 No. 2.
- Maria Alberta Liza Quintarti, 2023, "Bentuk-bentuk Perlindungan Hukum bagi Konsumen Perspektif Undang-Undang Nomor 8 Tahun 1999," *Jurnal Kajian Hukum & Syari'ah (JKS)*, Vol. 7 No. 8.
- Maslihan dan Sukarmi, 2018, "Kewenangan Notaris Dalam Pembuatan Akta Otentik Berkaitan Dengan Kontrak Kerjasama," *Jurnal Akta*, Vol. 5 No. 2.
- Ni Made Dewi Intan Lestari & Dewa Nyoman Rai Asmara Putra, 2015, "Perlindungan Hukum Terhadap Konsumen Akibat Kerugian yang Ditimbulkan oleh Pelaku Usaha Toko Online di Instagram," *Jurnal Ilmiah Hukum Dirgantara*, Vol. 5 No. 2.

Sulistiani, Jawade Hafidz, 2017, "Kerjasama Notaris-PPAT Terhadap Bank Di Dalam Pembuatan Akta Pemberian Hak Tanggungan," *Jurnal Akta*, Vol. 4 No. 4, December 2017.

Yulianto Achmad, 2015, "Urgensi Perlindungan Konsumen dalam Perspektif Hukum Perdata dan Hukum Administrasi Negara," *Jurnal RechtsVinding*, Vol. 4 No. 3.

Books:

Lalu Husni, 2021, *Hukum Ketenagakerjaan Indonesia*, Rajawali Pers, Jakarta.

Maria Farida Indrati, 2007, *Ilmu Perundang-undangan: Jenis, Fungsi, dan Materi Muatan*, Kanisius, Yogyakarta.

Philipus M. Hadjon, 1987, *Perlindungan Hukum Bagi Rakyat Di Indonesia*, PT Bina Ilmu, Surabaya.

R. Setiawan, 1999, *Pokok-Pokok Hukum Perikatan*, cet. VI, Putra Bardin, Bandung.

Rachmadi Usman, 2008, *Hukum Jaminan Keperdataan*, Sinar Grafika, Jakarta.

Salim HS, 2013, *Perkembangan Hukum Kontrak di Indonesia*, Sinar Grafika, Jakarta.

Satjipto Rahardjo, 2009, *Hukum Progresif: Hukum yang Membebaskan*, Kompas, Jakarta.

Sudikno Mertokusumo, 2013, *Hukum Acara Perdata Indonesia*, Liberty, Yogyakarta.

Sutarno, 2004, *Aspek-Aspek Hukum Perkreditan Pada Bank*, Alfabeta, Bandung.

Wirjono Prodjodikoro, 2000, *Asas-asas Hukum Perjanjian*, Sumur, Bandung.

Regulation:

The 1945 Constitution of the Republic of Indonesia.

Civil Code

Law Number 10 of 1998 concerning Banking

Law Number 8 of 1999 concerning Consumer Protection

Law Number 42 of 1999 concerning Fiduciary Guarantees.

Law Number 21 of 2011 concerning the Financial Services Authority.

Law Number 13 of 2003 concerning Manpower as amended by Law Number 6 of 2023.

Law Number 1 of 2023 concerning the Criminal Code.

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

POJK No. 35/POJK.05/2018 concerning the Implementation of Financing Company
Business.