Law and Economics
ISSN 3026-1929 (Online) | 1829-6688 (Print)
Volume 19, No. 3, 2025, pp. 354-361
Published by: Institute for Law and Economics Studies

Indonesian contract law in practice and its relevance to the development of mortgage contract law bank loans

Richard

Faculty of Law, Universitas Borobudur, Jakarta, Indonesia

Abstract: This study aims to examine the application of Indonesian contract law in bank loan agreements involving collateral rights and to evaluate its relevance to the development of modern mortgage contract law. Using an empirical juridical approach supported by both library research and field data, this research analyzes how the fundamental principles of contract law—such as freedom of contract, good faith, balance, and legal certainty—are implemented in banking practices. The findings indicate that contract law provides a legal foundation for regulating reciprocal obligations between creditors and debtors, primarily through instruments such as the Power of Attorney to Impose Security Rights (SKMHT) and the Deed of Grant of Security Rights (APHT). The enactment of Law No. 4 of 1996 on Mortgage Rights strengthens creditor protection by introducing a more enforceable and simplified collateral mechanism. However, several obstacles remain, including debtor default, administrative deficiencies, legal uncertainty in collateral execution, and imbalanced standard contracts that often disadvantage debtors. The study concludes that Indonesian contract law plays a strategic role in ensuring legitimacy, legal certainty, and balanced protection for both creditors and debtors, although continuous regulatory refinement and enforcement improvement are necessary to address existing challenges and align with socio-economic developments in the banking sector.

Keywords: Contract Law; Collateral Rights; Bank Loans.

Correspondence:
Richard
richard@borobudur.ac.id

Received: Aug 20, 2025;
Revised: Sept 30, 2025;
Accepted: Oct 13, 2025;
Published: Oct 30, 2025;

1. Introduction

The evolution of banking law in Indonesia reflects the country's dynamic response to global financial developments and the increasing demand for legal certainty in economic transactions. The enactment of Law No. 7 of 1992 on Banking, as amended by Law No. 10 of 1998, together with derivative regulations such as Government Regulations (PP), Financial Services Authority Regulations (POJK), and Minister of Finance Regulations, has modernized the legal framework governing Indonesia's banking industry. These provisions aim to enhance prudential principles, institutional stability, and the ability of domestic banks to compete in an increasingly complex international financial environment, ultimately promoting equitable economic growth and public welfare (Djajakustio, 2023; Salim, 2016).

Within this legal context, contract law functions as a core component of the Indonesian civil law system, regulating legal relationships that give rise to rights and obligations among private parties. As Subekti (2008) explains, contract law governs the performance of obligations—whether to give, to do, or to refrain from doing something—

underpinned by the principles of freedom of contract, consensualism, good faith, and balance. The Civil Code (KUHPerdata), particularly Book III, remains the principal reference for contractual relations, establishing the normative foundation of agreements (Setiawan, 1987). From a broader perspective, Prodjodikoro (2003) emphasizes that contracts are not merely legal formalities but serve as essential instruments of economic development and business certainty.

In banking practice, contract law manifests primarily through loan and credit agreements, which regulate the reciprocal obligations of banks as creditors and customers as debtors. Under Article 8(1) of the Banking Law, banks must apply prudential principles by assessing a debtor's capability and intention to repay loans, typically through the 5C analysis—Character, Capacity, Capital, Collateral, and Condition. Among these elements, collateral (jaminan) plays a crucial role in ensuring legal protection and reducing credit risk. The introduction of Law No. 4 of 1996 on Mortgage Rights (UUHT) institutionalized mortgage law as a specialized mechanism that secures creditor rights through droit de préférence and droit de suite privileges (Rifai, 2016). This law replaced less efficient systems, such as mortgages and credietverband, thereby strengthening the enforceability of collateral-based contracts (Salim, 2016).

However, the practical implementation of contract law in the banking sector continues to face multiple challenges. As Yustiana (2020) and Nadila et al. (2024) note, the rapid expansion of financial instruments, the digitalization of banking services, and the persistent imbalance of bargaining power between banks and debtors have revealed critical gaps in the enforcement of contractual fairness. Standardized contracts (perjanjian baku), often drafted unilaterally by banks, can diminish the principles of equality and good faith that underpin Indonesian contract law. Likewise, obstacles in collateral execution and administrative deficiencies—particularly in the transition from the Power of Attorney to Impose Security Rights (SKMHT) to the Deed of Grant of Security Rights (APHT)—create uncertainty in creditor protection (Dewi et al., 2022; Rivai Kusumanegara, 2022).

These ongoing issues demonstrate that Indonesian contract law must not remain static but evolve in tandem with socio-economic and technological changes. Its role extends beyond providing normative rules—it must act as a dynamic instrument of social engineering and legal reform (Agustiani et al., 2024; Marzuki, 2008). Consequently, a comprehensive assessment of contract law's relevance in the development of mortgage and secured loan agreements is essential. This study therefore seeks to analyze how traditional legal doctrines interact with contemporary banking practices, identifying both the strengths and limitations of the current framework in ensuring legal certainty, legitimacy, and balanced protection for all parties involved in credit transactions.

2. Materials and Methods

This study employs a normative juridical research approach, which focuses on analyzing legal principles, doctrines, and statutory regulations relevant to contract law and its application in banking practices. The normative method is used to understand how legal norms contained in legislation, jurisprudence, and scholarly opinions are

implemented in the field. This approach allows for both a doctrinal-theoretical review and a practical assessment of how contract law operates within the Indonesian banking system.

The research combines two complementary techniques: library research and field research. Library research (studi kepustakaan) was carried out by examining primary and secondary legal materials to identify legal norms governing contract law, collateral rights, and banking transactions. Field research (studi lapangan) was conducted to support the normative analysis through practical insights obtained from interviews with banking professionals, legal practitioners, and notaries who are directly involved in drafting and executing credit agreements.

The data in this study comprise primary, secondary, and tertiary sources, including interview results with legal and banking practitioners, relevant official documents, statutory regulations such as the Civil Code, Banking Law, and Law No. 4 of 1996 on Mortgage Rights, as well as dictionaries and legal encyclopedias that clarify key legal concepts.

Data were collected through semi-structured interviews and document studies, then analyzed qualitatively to interpret the relationship between legal norms and banking practices, highlighting how contract law principles ensure legal certainty, balance, and protection in bank loan agreements with collateral rights.

3. Results and Discussion

3.1 Application of Contract Law in the Practice of Bank Loan Agreements Using Collateral as Security

3.1.1 Legal Foundation and Principles of Contractual Relations

Bank loan agreements represent a form of credit contract governed by Book III of the Indonesian Civil Code (KUHPerdata), which regulates the law of obligations and agreements (hukum perikatan). According to Subekti (2014), every agreement gives rise to reciprocal rights and obligations based on consent between parties. In the context of banking, this relationship is formed between the bank (creditor) and the customer (debtor) through a written contract that stipulates the loan amount, repayment period, and interest rate. These provisions embody the principles of freedom of contract and pacta sunt servanda (Article 1338 paragraph (1) KUHPerdata), ensuring that each agreement lawfully made binds the parties as law.

Furthermore, contract law requires that agreements be performed in good faith (itikad baik) as stated in Article 1338 paragraph (3), implying honesty and fairness in implementing contractual obligations. The principle of balance (asas keseimbangan) complements this by mandating that both parties—the creditor and debtor—receive proportional rights and obligations within the loan relationship (Setiawan, 1987). Thus, every bank loan contract reflects not merely a financial transaction but a legally enforceable relationship grounded in mutual trust, legality, and fairness.

3.1.2 Application of Collateral Instruments (SKMHT and APHT)

To ensure repayment and maintain prudential standards as required under Article 8 paragraph (1) of Law No. 10 of 1998 on Banking, banks are obligated to obtain confidence in the debtor's ability to repay loans. One key instrument ensuring this is collateral (jaminan), specifically mortgages (hak tanggungan) on land or land-related assets. The

legal framework for this collateral is established in Law No. 4 of 1996 on Mortgage Rights over Land and Objects Related to Land (UUHT), which grants creditors both preferential rights (droit de préférence) and priority rights (droit de suite) in the event of debtor default (Rifai, 2016; Salim, 2016).

In practice, the Power of Attorney to Impose Security Rights (Surat Kuasa Membebankan Hak Tanggungan — SKMHT) functions as a preliminary legal step before the execution of the Deed of Granting Mortgage Rights (Akta Pemberian Hak Tanggungan — APHT). Under Article 15(3)–(4) of the UUHT, the APHT must be executed within one month for registered land and within three months for unregistered land after issuance of the SKMHT (Dewi et al., 2022). This mechanism upholds the principle of legal certainty by ensuring the continuity of the collateral process, even when administrative conditions—such as land certification or document conversion—have not yet been finalized (Baljun & Cahyono, 2019).

Thus, the SKMHT–APHT process operationalizes contract law's balance principle, guaranteeing that both parties fulfill their reciprocal obligations: the debtor provides security for the loan, while the creditor exercises prudence in extending credit.

3.1.3 Implementation and Enforcement in Banking Practice

The practical application of these contractual instruments demonstrates how contract law operates as an enforcement mechanism within Indonesia's banking system. The debtor's primary duty is to repay the principal and interest according to the contract, while the bank's obligation is to disburse funds and manage them responsibly under banking regulations. If the debtor fails to fulfill the agreement, the creditor—acting under the principle of pacta sunt servanda—is entitled to execute the collateral using the parate executie mechanism stipulated in Article 6 of the UUHT, allowing direct public auction without prior court approval (Rivai Kusumanegara, 2022; Satrio, 2002).

Such enforcement reflects the balance between creditor protection and debtor compliance envisioned by Indonesian contract law. Yet, the principle of good faith obliges both parties to seek equitable solutions before resorting to execution, often through negotiation, mediation, or restructuring as encouraged by OJK Regulation No. 11/POJK.03/2015 on credit quality assessment (Alam, 2021).

3.1.4 Analytical Implications

Overall, the application of contract law in bank loan agreements with collateral underscores its dual function—as a legal safeguard ensuring certainty and enforceability, and as an ethical instrument promoting good faith and fairness. By grounding every contractual obligation in the fundamental principles of freedom of contract, pacta sunt servanda, good faith, and balance, Indonesian contract law not only legitimizes banking operations but also aligns legal doctrine with economic stability and justice. Nevertheless, as later sections discuss, its implementation continues to face challenges that call for adaptive legal interpretation and reform.

3.2 The Relevance of Contract Law Developments to the Regulation and Implementation of Security Rights Contracts in Bank Loan Agreements in Indonesia

Contract law developments in Indonesia play an important role in the regulation and implementation of security rights contracts, particularly in the context of bank loan agreements. Contract law, which is derived from the Civil Code (KUHPer), regulates the legal relationship between creditors and debtors arising from agreements. In banking practice,

this contractual relationship is manifested in the form of credit agreements, whereby debtors are obliged to repay loans in accordance with the agreement, while creditors have the right to obtain repayment.

As the need for legal certainty in the banking world grew, Law Number 4 of 1996 concerning Land and Land-Related Objects (UUHT) was enacted. The existence of the UUHT is proof that contract law has developed in line with socio-economic dynamics, as it provides a stronger, simpler, and more easily executable guarantee mechanism than previous guarantee institutions, such as mortgages and credietverband. This shows the close relevance between contract law and the needs of modern banking practices (Djajakustio, 2023).

From a practical perspective, security rights contracts attached to bank loan agreements provide more optimal legal protection for creditors. Creditors are not only concurrent creditors as stipulated in Article 1131 of the Civil Code, but also have preferential rights (droit de preference) and rights of pursuit (droit de suite) over the collateral. Thus, the development of contract law has strengthened the position of creditors in facing the risk of debtor default.

In addition, the relevance of developments in contract law is also evident in the flexibility of credit agreement instruments and collateral agreements. For example, the use of a Power of Attorney to Impose Security Rights (SKMHT) as a preliminary step before the Deed of Grant of Security Rights (APHT) is drawn up (Ichwani, 2024). This mechanism allows banks to continue to function as intermediaries even if the debtor has not fully met the administrative requirements. However, this practice must remain in line with the prudential banking principle and the principle of fairness in contract law.

Thus, it can be concluded that the development of contract law in Indonesia not only forms the basis for regulating the relationship between creditors and debtors, but is also relevant and adaptive in providing legitimacy, legal certainty, and protection for the implementation of security rights contracts in bank loan agreements**.**

3.3 Obstacles Arising in the Implementation of Bank Loan Agreements with Collateral Rights from a Contract Law Perspective

Obstacles to the application of contract law in Indonesia (Yuniarto & Budi Kharisma, 2020)

1. Limited Understanding

   Many entrepreneurs and the general public still have a limited understanding of the concept of contract law and its basic principles. This lack of understanding can lead to misunderstandings, errors, and potential disputes in the drafting of contracts. More intensive education and support are needed to develop an understanding of the meaning and application of contract law.
2. Limited resources

   Limited human resources, such as the number of instructors who are experts in contract law and the lack of adequate educational institutions, are obstacles to the dissemination of knowledge.
3. Skill limitations

   The skills needed to draft appropriate contracts and understand the legal aspects of contracts in detail still need to be improved. This lack of skill often results in errors in contract drafting and difficulties in dispute resolution.
4. Limitations of legal certainty

The lack of legal certainty remains a problem and can lead to uncertainty and disputes between the parties to an agreement.

The implementation of contract law in Indonesia faces various opportunities and obstacles that affect its effectiveness and efficiency. On the other hand, there are many options available to strengthen and improve the contract law system. One of the biggest opportunities is regulatory reform through the Job Creation Law. This reform provides an opportunity to simplify regulations and increase legal certainty regarding obligations. In addition, harmonizing contract law with international standards also creates opportunities to increase foreign investor confidence, which in turn can support a country's economic growth (Agustiani et al., 2024).

In banking practice, bank loan agreements with collateral rights do not always run smoothly. From a legal perspective, a number of obstacles can arise from the debtor, creditor, and legal and administrative aspects (Rizki et al., 2025).

First, a common obstacle is debtor default, whether in the form of late installment payments, transfer of collateral without the creditor's consent, or total failure to fulfill repayment obligations. Although Article 1243 of the Civil Code regulates the consequences of default, in reality, the collection and execution processes often face technical obstacles and legal resistance from the debtor (Hendra, 2021).

Second, there are obstacles in the execution of collateral rights. Normatively, Law No. 4 of 1996 concerning Collateral Rights (UUHT) provides for easy execution through parate executie as stipulated in Article 6 of the UUHT. However, in practice, the implementation of enforcement auctions through the State Property and Auction Service Office (KPKNL) is often hampered by objections from debtors, third-party lawsuits, or legal actions such as resistance (verzet). This delays the realization of the rights of creditors as holders of mortgage rights, thereby undermining the principle of legal certainty in contract law (Rivai Kusumanegara, 2022).

Third, from the perspective of contract administration, obstacles arise when the Power of Attorney to Impose Mortgage Rights (SKMHT) is not immediately upgraded to a Deed of Grant of Mortgage Rights (APHT). If the SKMHT period expires without the APHT being drawn up, the security rights are legally invalid, and the creditor's position reverts to that of a concurrent creditor as stipulated in Article 1131 of the Civil Code. This certainly weakens the legal position of creditors, which should be protected by the principle of droit de preference (Azurma et al., 2023).

Fourth, obstacles also arise in relation to debtor protection. In contract law, the principle of balance requires that both parties receive proportional legal protection. However, standard contracts drawn up by banks often do not allow room for negotiation by the debtor, resulting in an imbalance of rights and obligations. This condition can lead to protracted legal disputes.

Thus, obstacles in the implementation of bank loan agreements with collateral rights from a contract law perspective include aspects of debtor default, obstacles to the execution of collateral rights, administrative weaknesses in securing collateral, and imbalances in the position of the parties to the contract. These obstacles indicate that although contract law and the UUHT have provided a clear legal framework, their implementation still faces practical challenges that require regulatory improvements and law enforcement.

3.4 Efforts to Resolve Legal Disputes Arising from Bank Loan Agreements with Collateral Rights in Accordance with the Principles of Contract Law in Indonesia

Legal disputes arising from bank loan agreements with collateral rights are often caused by debtor default or the smooth execution of collateral rights. From a contract law perspective, the resolution of such disputes must remain based on fundamental principles, such as the principle of freedom of contract (Article 1338 of the Civil Code), the principle of pacta sunt servanda, the principle of good faith (Article 1338 paragraph (3) of the Civil Code), and the principle of balance between the rights and obligations of the parties (Syafira, 2022).

Efforts to resolve disputes can be carried out through non-litigation or litigation channels.

1. Non-Litigation Resolution

Non-litigation efforts are carried out by promoting the principles of deliberation, peace, and efficiency. The forms include:

a. Negotiation, which is direct negotiations between creditors and debtors to reach a new agreement regarding credit restructuring, extension of payment terms, or reduction of certain obligations.
b. Mediation, either through an independent institution or facilitated by the Financial Services Authority (OJK) or the banking institution itself, as an alternative to prevent disputes from going to court.

c. Arbitration and conciliation, if from the outset the parties have agreed to an arbitration clause in the credit agreement. Arbitration has the advantage of being final and binding, as well as being faster than general courts.

Non-litigation is in line with the principle of contract law which emphasizes freedom of contract and good faith, as it allows the parties to seek a fair solution without having to go through lengthy formal procedures.

2. Litigation Settlement

If non-litigation efforts are unsuccessful, the settlement is carried out through the courts. Creditors can file a breach of contract lawsuit or a request for enforcement of collateral rights based on Article 6 of Law No. 4 of 1996 concerning Collateral Rights (UUHT). The enforcement mechanism can be carried out through:

a. Parate execution, which is the sale of collateral through public auction without requiring a court order.
b. Titel eksekutorial, based on a collateral certificate that has the same legal force as a final and binding court decision.
c. Civil lawsuit, if there is an additional dispute, such as an objection from the debtor or a third party to the execution.

The litigation route ensures legal certainty for both creditors and debtors, in line with the principle of pacta sunt servanda, that every agreement is binding on the parties.

Thus, legal disputes in bank loan agreements with collateral rights can be resolved through preventive measures (drafting balanced contracts in accordance with the principles of contract law), non-litigation (negotiation, mediation, conciliation, arbitration), or litigation (parate execution, executory title, or court action). All of these mechanisms reflect the relevance of contract law in providing legal protection and certainty for both creditors and debtors in the Indonesian banking system.

This section may be divided by subheadings. It should provide a concise and precise description of the experimental results, their interpretation, as well as the experimental conclusions that can be drawn.

4. Conclusions

This study concludes that the implementation of Indonesian contract law in bank loan agreements involving collateral rights plays a vital role in ensuring legal certainty, fairness, and enforceability within the national banking system. The foundational principles of freedom of contract, pacta sunt servanda, good faith, and balance serve as the normative pillars guiding the relationship between creditors and debtors. These principles are manifested through legal instruments such as the Power of Attorney to Impose Security Rights (SKMHT) and the Deed of Grant of Security Rights (APHT), which establish a structured mechanism for securing loans and safeguarding the rights of both parties. Moreover, the Mortgage Rights Law (Law No. 4 of 1996) reinforces creditor protection through preferential and priority rights, providing an efficient and reliable framework for collateral enforcement. Despite these legal safeguards, challenges persist in practice—particularly in cases of debtor default, administrative deficiencies, and imbalances within standard banking contracts underscoring the need for continuous regulatory refinement and institutional consistency. From a theoretical standpoint, this study enriches the discourse on the evolution of contract law by demonstrating the need to harmonize classical doctrines with modern financial realities and digital developments in the banking sector. Practically, the findings offer valuable insights for banks, regulators, and legal practitioners in designing credit agreements that maintain both transparency and fairness while preserving creditor security. Enhancing legal literacy, administrative efficiency, and dispute resolution mechanisms will further strengthen the reliability of

contract law as a tool for justice, balance, and sustainability in Indonesia's financial ecosystem.

References

Agustiani, L., Asyfa, N. S., Tika, N. N., Taufiqurrahman, R. R., Mahmudah, R. Y., & Anugrah, D. (2024). PERAN HUKUM PERIKATAN DALAM MENDUKUNG PERKEMBANGAN HUKUM DI INDONESIA: PELUANG DAN HAMBATAN. *Letterlijk*, *1*(2), 250–261.

Alam, S. (2021). Aspek Hukum Penyelesaian Kredit Macet Dalam Perjanjian Kredit Dengan Jaminan Hak Tanggungan Atas Tanah. *Jurnal Ilmiah Hukum Dan Keadilan*, *5*(2), 1–15.

Asrizal, P. N., Akbar, S., Anika, Y., & Anugrah, D. (2024). KAJIAN HUKUM PERIKATAN SEBAGAI ALAT PERLINDUNGAN BAGI PIHAK DALAM PERJANJIAN BISNIS DI INDONESIA. *Letterlijk*, *1*(2), 348–359.

Azurma, R., Yulfasni, Y., & Razak, S. (2023). Legal Protection of Creditors in Credit Agreements with Warranties of Power of Attorney Impose Collateral Rights That Have not Been Registered Based on PMA/KBPN NUMBER 22 of 2017 at Pt. BPR Harta Mandiri Pekanbaru. *West Science Law and Human Rights*, *1*(04), 196–203. https://doi.org/10.58812/wslhr.v1i04.148

Baljun, K. A., & Cahyono, A. B. (2019). Pemberlakuan Surat Kuasa Membebankan Hak Tanggungan Yang Tidak Diikuti Dengan Pembuatan Akta Pemberian Hak Tanggungan. *Jurnal Hukum, Universitas Indonesia*.

Dewi, N. M. S. W., Budiartha, I. N. P., & Ujianti, N. M. P. (2022). Perjanjian Kredit Bank Dalam Hal Surat Kuasa Membebankan Hak Tanggungan Tidak Diikuti Dengan Akta Pemberian Hak Tanggungan. *Jurnal Interpretasi Hukum*, *3*(1), 188–192.

Djajakustio, P. (2023). Surat Kuasa Membebankan Hak Tanggungan (SKMHT) Batal Demi Hukum: Urgensi dan alternatif membangun konsep baru perlindungan hukum bagi kreditor. *Jurnal Ilmu Kenotariatan*, *4*(1), 25–44.

Hendra, M. (2021). Posisi dan Kekuatan Hukum Sertifikat Jaminan Fidusia dalam Praktik Perdagangan Pembiayaan Konsumen Berdasarkan Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia. *Ilmu Hukum Prima (IHP)*, *4*(2).

Ichwani, M. (2024). Implikasi Hukum Surat Kuasa Membebankan Hak Tanggungan Yang Dibuat Notaris Dengan Tidak Menggunakan Format Akta Notaris. *Indonesian Notary*, *5*(3), 10.

Marzuki, P. M. (2008). Pengantar Ilmu Hukum Edisi Revisi. *Kencana Prenada Media Group, Jakarta*.

Rifai, F. (2016). *Analisis Yuridis Terhadap Ketentuan Surat Kuasa Membebankan Hak Tanggungan (SKMHT) Kredit Tertentu Sebagai Upaya Mewujudkan Keseimbangan Perlindungan Hukum Bagi Kreditur (Bank)*. Brawijaya University.

Rivai Kusumanegara. (2022). Dekonstruksi Eksekusi Hak Tanggungan Dalam Meningkatkan Perlindungan Dan Kepastian Hukum. *Jurnal Hukum PRIORIS*, *8*(1), 84–99. https://doi.org/10.25105/prio.v8i1.14976

Rizki, R., Sembiring, N. C., Simbolon, G. F., & Aisyah, A. (2025). Wanprestasi Perjanjian Kredit Bank Dengan Jaminan (Studi Putusan Nomor 35/Pdt. G/2022/PN Bnj). *Disiplin: Majalah Civitas Akademika Sekolah Tinggi Ilmu Hukum Sumpah Pemuda*, *31*(1), 11–20.

Salim, H. S. (2016). *Perkembangan hukum jaminan di Indonesia*. Ar-Ruzz Media,.

Satrio, J. (2002). *Hukum jaminan hak jaminan kebendaan Fidusia*. Citra Aditya Bakti.

Setiawan, R. (1987). *Pokok-pokok hukum perikatan*.

Subekti, R. (2014). Aneka Perjanjian, Cet. *Kesebelas, Citra Aditya Bakti, Bandung*.

Subekti, S. H. (2008). Pokok pokok hukum perdata. *Intemasa*.

Syafira, P. N. (2022). Akibat Hukum Perjanjian Kredit Dengan Agunan Kredit Yang Belum Dikuasai (Studi Putusan Mahkamah Agung Nomor 2221 K/Pdt/2020). *Indonesian Notary*, *4*(1), 20.

Yuniarto, Y., & Budi Kharisma, D. (2020). TANTANGAN DAN HAMBATAN HUBUNGAN KONTRAKTUAL ANTARA PERUSAHAAN KAWASAN INDUSTRI DAN PERUSAHAAN INDUSTRI (Studi Kasus Perjanjian antara PT JIEP dengan PT Yamaha Indonesia). *Jurnal Privat Law*, *8*(2), 324. https://doi.org/10.20961/privat.v8i2.48427

Yustiana, Y. (2020). Eksekusi Hak Tanggungan Terhadap Kredit Macet Bank. *Al-Ishlah: Jurnal Ilmiah Hukum*, *23*(1), 77–97.