

The Principle of Justice and It's Relevance to The Position of The Debtor in The Execution of Fiduciary Guarantees

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ABSTRACT

In a contractual relationship, justice means assuring equality in the rights and obligations of parties in an agreement. This study analyzes the nature of justice regarding the position of debtors and creditors in a fiduciary guarantee agreement. The research method used for this study is the normative legal research method. The results of the study show that the nature of justice is important in a fiduciary guarantee agreement, particularly for the fair treatment of debtors and creditors. Justice must be appropriately applied to not harm the debtor and violate their rights. However, creditors also have a right to security over the credit provided; therefore, justice must be applied proportionally and transparently during each stage of the execution of fiduciary security. Due to this, it is important to determine the requirements and consequences of a breach of the debtor's obligations. Additionally, the principle of justice is also related to recognizing the debtor's rights to defend their interests and maintaining a balance between the rights of the debtor and the creditor. In conclusion, justice is an important principle in ensuring the execution of fiduciary guarantee agreements fairly and avoiding abuse or injustice in the process.

Keywords: Application, Debtor's Position, Execution, Fiduciary Guarantee, Principle of Justice.

INTRODUCTION

Regarding etymology, "justice" comes from the word "iustitia," which contains connotations of impartiality, wisdom, and balance. A legal dictionary defines justice as the protection of the rights of every human being (Marwan & Jimmy, 2009). Justice is the foundation of legal understanding, values, thinking, and application. This is because justice is the center of all the implications of the order of social life. Justice can be seen as the ultimate goal of law alongside certainty and expediency (Pontororing, Mawuntu, Sondakh, & Waha, 2022). Plato, one of the great Greek thinkers, believed that the purpose of the law was to uphold justice and just law, which is a central goal in living in society (Ujan, 2009). Plato wrote extensively about justice, stating that a just society is one where the various groups diligently carry out their assigned duties (Turangan, Senewe, Kumendong, & Sondakh, 2021). Justice has a significant moral value because it is a valuable virtue and must be defended without regard to the practical benefit to the perpetrator. Concerning agreements or contracts, justice means guaranteeing equal rights and obligations for all parties involved. In the context of fiduciary guarantee law, the understanding and application of justice are also important and relevant to the debtor's position.

Debtor is a party that gives a fiduciary guarantee; a creditor is a party that provides credit or loans in a debt agreement. In Indonesian law, the creditor is referred to as "kreditur". The definition of a creditor indicates that they are the party that may claim a debt in a debt agreement. Regarding fiduciary guarantees, the creditor is the party that receives the fiduciary security. Meanwhile, fiduciary guarantees are agreements transferring ownership of an object from the debtor to the creditor based on trust. Understanding the agreed terms and principles is essential to carry out rights and obligations correctly and appropriately. Just action is required and means that all parties are treated and respected equally so that everyone understands their rights and obligations in the agreement. Law is always related to human life and cannot be separated from community life, and the principle of justice is essential in carrying out the law in society.

As members of society, humans aim to maintain their lives and seek prosperity and well-being. To achieve this, humans perform activities and work that meet physical and spiritual needs. In meeting those goals, humans also work together and are involved in legal relationships regulated by law. In the business world, legal relationships are performed through agreements or contracts. For an agreement to be valid per the law, it must meet the conditions stipulated in Article 1320 of the Civil Code, namely the existence of consent among the parties (Subekti & Tjitrosudibio, 1999). In obtaining consent, there needs to be conformity of wills from offers put forward and accepted by the parties.

To enter into an agreement, the parties involved must have legal capacity; namely, they must be adults, physically and mentally healthy, and not in a state of guardianship. The object of the agreement must be clear and detailed so that it is easily identified. Material possessions are a means humans need to fulfill physical needs and achieve a prosperous life—the more human needs increase, the higher the level of productivity needed. One way to increase productivity is through credit or financing agreements. These agreements help increase the prosperity and welfare of human life and produce more objects or materials.

Individuals that need loans can apply to other individuals or financial institutions, both banks and non-banks. Many types of non-bank financial institutions exist, including the fiduciary, which has long been used in the business world. Fiduciary means trust in Latin and refers to a transfer of ownership rights of an object used as collateral for debt payments from debtors to creditors. In the Netherlands, the court first recognized the

fiduciary institution in 1929 through the Bierbrouweij Arrest decision. In Indonesia, the court first recognized it in 1932 in a dispute between BPM and Pedro Clignett. Currently, fiduciary security is further recognized in Indonesia through the Law of the Republic of Indonesia Number 42 of 1999 on Fiduciary Guarantees (from now on referred to as the Fiduciary Guarantee Act).

Registering fiduciary guarantee agreements per the regulations of the Fiduciary Guarantee Act is vital to provide legal certainty for all related parties. Registration also gives preferential rights to the fiduciary recipient, who will have higher rights over other creditors. With the existence of a fiduciary security, the rights of the debtor who provides the fiduciary security for the fiduciary object are given based on trust to control the object (Rustam, 2017). The importance of registration of fiduciary security is to guarantee legal certainty. If the fiduciary guarantee agreement is not registered, the fiduciary guarantee is considered null and void and a regular loan agreement. Consequently, the creditor will only have the position of a concurrent creditor (Halomoan, 2013). Additionally, there will be administrative sanctions such as warnings, suspension of business activities, and revocation of business licenses. Fiduciary guarantees are considered null and void if not registered, and the security agreement is considered an ordinary loan agreement. Fiduciary guarantees must be registered as stipulated in the Fiduciary Guarantee Act to position creditors and debtors as equal and balanced parties.

In civil case number 345/PDT.G/2018/PN.JKT.SEL, Astra Sedaya Finance LLC (the creditor) violated the provisions of the Fiduciary Guarantee Act in their multipurpose financing agreement with Aprilliani and Suri (debtors) concerning the purchase of one unit of a Toyota Alphard V Model 2.4 A/T 2004. The creditor arbitrarily took control of the debtor's possession as the fiduciary provider without going through the proper and correct legal procedures, including using the services of a debt collector who threatened and cornered the debtor. The court accepted the lawsuit for unlawful acts filed by the debtor, and the creditor was declared to have committed an unlawful act. Despite having a court decision regarding the dispute between the debtor and the creditor on the fiduciary guarantee, the creditor still took the fiduciary object by force because the action was based on a fiduciary agreement considered valid through a deed of fiduciary guarantee. The creditor insisted that the deed has binding legal force and can be executed under Article 15 of the Fiduciary Guarantee Act.

The case caused the fiduciary provider to feel that their constitutional rights had been violated, especially the right to protection of private property, honor, dignity, and reputation guaranteed by Article 28G paragraph (1) of the 1945 Constitution of the Republic of Indonesia. The article states that all persons have the right to be protected against acts that endanger themselves, their family, their honor, their dignity, and the property under their control. In addition, everyone has the right to feel safe and protected from threats that can limit their human rights to act or not to act.

The debtor that suffered damages due to the creditor's disregard of the court's decision regarding the fiduciary guarantee dispute between the two submitted a request for judicial review of the provisions of Article 15 paragraphs (2) and (3) of the Fiduciary Guarantee Act. The request was based on the grounds that their rights guaranteed by the Indonesian Constitution were violated. The results of the judicial review culminated in Constitutional Court decision number 18/PUU-XVII/2019, which concluded that Article 15 paragraph (2) of the Fiduciary Guarantee Act contradicts the 1945 Constitution of the Republic of Indonesia. Consequently, all mechanisms and legal procedures in executing a deed of fiduciary guarantee must be the same as executing a court decision that has binding legal force unless there is an agreement between the creditor and debtor regarding a breach of contract or the debtor does not object to voluntarily surrendering the object of fiduciary guarantee.

From the example case above, it is clear that applying laws concerning fiduciary guarantees can cause injustice to debtors in their position as fiduciary providers. The author's motivation for this study is the lack of fair action against debtors or fiduciary providers. The author aims to find a conceptual foundation that can be used as a scientific basis for understanding and assessing the legal position of the debtor in the practice of fiduciary collateral execution using the principle of justice as a reference framework.

RESEARCH METHOD

The research is normative legal research focusing on analyzing literature or secondary data. This study focuses on positive laws related to fiduciary guarantees, which include laws and regulations. The research was conducted using the perspective of civil law, including the civil code (*Burgelijk Wetboek*), and the ruling of the Constitutional Court of the Republic of Indonesia, Number 18/PUU-XVII/2019. In this study, a philosophical and legal analysis is conducted regarding the legal positions of the debtor and creditor in a fiduciary guarantee agreement.

This study utilizes several approaches, namely the Statute Approach, used to analyze all laws and regulations related to fiduciary guarantees in Indonesia. This approach is often used to examine laws and regulations that have deficiencies or result in deviations, both from a technical perspective and in practice (Irwansyah, 2020). In the Statute approach, an analysis is conducted on the regulations related to fiduciary guarantees to see their alignment and consistency. This approach focuses on Law Number 42 of 1999 on Fiduciary Guarantees, other related implementing regulations, and the provisions of the Civil Code and Constitutional Court Decision Number 18/PUU-XVII/2019 applicable in Indonesia. The conceptual approach utilizes opinions and doctrines that have been known in legal science and are used as a basis for building a concept that will be used as a reference in research (Marzuki, 2008). In this approach, perspectives and analysis are used to solve the problem being researched by looking at the background of the relevant legal concepts (Irwansyah, 2020).

The historical approach is taken to gain a deeper understanding of the background, history, and development of the legal issues being studied; also used is the philosophical approach. This approach aims to explore legal issues philosophically and is needed to give a comprehensive, fundamental, and speculative approach to normative research. The philosophical approach includes a radical, critical, thorough, and in-depth analysis of the principle of justice for the position of the debtor and creditor in the fiduciary guarantee agreement; additionally, the relevance of the principle of justice to the position of the debtor and in implementing the execution of fiduciary guarantees. The philosophical approach aims to examine questions and answers in search of wisdom. As a result, the philosophical approach includes ontological (the nature of things), axiological (about values), epistemological (about knowledge), and teleological (about goals) teachings to analyze sincerely to attain a human understanding. This section must begin with humility, a willingness to be corrected, honesty, and stating the prevalent facts based on justifying answers given (Ibrahim, 2013).

This research utilizes secondary data collection techniques, mainly from laws and regulations, through literature study by utilizing primary legal materials, which are legal materials that have authority and have become the main legal materials in research. The primary legal materials in this study consist of Law Number 42 of 1999 on Fiduciary Guarantees, other implementing regulations, the Civil Code (*Burgelijk Wetboek*), and the Decision of the Constitutional Court of the Republic of Indonesia Number 18/PUU-XVII/2019. Secondary legal materials used to analyze primary legal materials include

The Great Dictionary of the Indonesian Language, legal dictionaries, and other research and legal works related to the principle of justice, fiduciary guarantee agreements between debtors and creditors, and the legal position of debtors in the execution of fiduciary guarantee deeds. Tertiary legal materials include the results of interviews with informants, which are analyzed based on primary and secondary legal materials.

Data processing techniques are used to identify and apply laws and regulations in relation to the debtor's position in the fiduciary guarantee agreement. After collecting the data, analysis is conducted using the *Rechtsvinding* method, which is based on language interpretation, namely giving meaning to a part of a sentence or term per everyday language or legal language. Furthermore, a systematic interpretation based on a system of rules is used to understand legal provisions, and teleological interpretations interpret legal rules based on the purpose of making the law and what is expected in society.

RESULTS AND DISCUSSION

John Rawls, a philosopher of social and political law, presented his views on the principles of justice related to social contracts. According to him, justice is a balance known as the theory of "justice as fairness." In an agreement, Rawls stated that all parties involved must enter what he calls a natural or original position. This natural position must guarantee justice for all parties so that all decisions can provide goodness and fairness. In this context, all parties must be considered free individuals with the same moral ability to formulate rules or legal provisions that are good and fair for the common good. To achieve the intended goal, the resulting agreement must consider a reasonable and acceptable common understanding.

Rawls referred to justice as a balance and introduced two fundamental principles of justice: the basic liberty principle and the difference principle; these two foundations form the concept of justice as fairness. Rawls stated that these principles must form the basis of agreements based on justice and fairness. In the basic liberty principle, there are two central claims. The first states that everyone has the same rights to use freedom in society, such as making decisions and determining what is good for them. Second, the system of liberties in society must be open to all to attain basic social goods and development.

Rawls' first principle states that justice can be achieved if all individuals are given equal rights or opportunities to obtain basic social needs. In the context of fiduciary guarantee agreements, this principle must be applied by giving equal rights and opportunities to all parties involved, creditors and debtors, to achieve justice and balance. The fiduciary guarantee agreement functions as a means for humans to improve their living standards by obtaining credit.

According to Rawls, the difference principle in justice focuses on balance, where no one may be harmed or benefit from differences in social, educational, religious, ethnic, or gender backgrounds. Although differences cannot be eliminated, natural differences can be accepted only if they improve the states of those considered weaker. This principle demands that no one deserves a more significant share because of natural advantages or higher social status. On the other hand, those with a natural advantage should only get more if it changes the situation of those less fortunate.

Justice achieves equality by treating all parties fairly, not necessarily by giving pure equal treatment. Fair or balanced justice means that someone better off can increase his goodness again only if the action can improve a bad situation. For example, a person who has achieved success can only increase his success if his efforts also increase the success of others. Rawls' second principle of justice as a balance can be applied to

fiduciary transactions. In such transactions, natural differences between creditors and debtors must be considered to reach a fair and balanced agreement. This principle demands equal rights and opportunities between the two parties and ensures that natural differences are not used to the detriment of the weaker party in the transaction. Therefore, fiduciary guarantee transactions must prioritize fairness and balance between the two parties.

Rawls considered that justice is one of the law's main goals, parallel to other goals such as certainty, benefits, and legal order. For Rawls, justice means equality in which political freedoms and rights must be the same for all people, regardless of the advantages or disadvantages of specific individuals or groups. Rawls also stipulated that justice enforcement programs must include aspects of public participation and be centered on two basic principles: providing equal rights and opportunities for fundamental freedoms; second, rearranging social and economic disparities to provide mutual benefits (Fauzan & Prasetyo, 2006).

Balance and equality are the essential characteristics of justice. Just actions must maintain the value of balance and treat all parties equally before the law, based on their human condition. Therefore, justice is based on the reasonable conditions of human existence. The main objective of a just character is to guarantee reasonable human conditions in making legal decisions. As a result, humanity or the human condition must be a primary consideration in acting and understanding justice. In other words, just understanding and action must always be based on humanity because justice cannot be separated from humanity. Legal justice will never be achieved if rational morality and humanity are not the primary considerations in legal decisions (Santoso, 2007). Justice is a principle of balance and equality that considers reasonable human conditions. It is essential always to consider rational morality and humanity in making legal decisions to achieve legal justice.

One example of legal decision-making is entering into an agreement. The agreement creates a legal relationship that guarantees that the rights of the parties involved in the agreement are protected and guaranteed by law. If these rights are not fulfilled voluntarily, the parties involved have the right to file a lawsuit in court so that these rights are fulfilled or enforced (Widjaya, 2008). Having this remedy is an essential part of guaranteeing contractual relationships. Without the proper legal justice system, agreements are often meaningless (Aryesam, 2023). An agreement can occur when several parties agree to carry out a legal action based on a shared will, desire, intention, and purpose. The parties are free to enter into agreements in the interest of those who created them.

Security agreements and, by extension, fiduciary guarantee agreements are related to material guarantees and aim to provide security to creditors who provide credit to debtors. A security agreement involves an agreement between a lender and a borrower to guarantee the loan repayment and interest. If the terms of the agreement cannot be met, the creditor has the right to claim their rights to the collateral. These agreements provide security and the opportunity to carry out larger credit transactions for debtors and make creditors feel safe to provide more ample funds.

In fiduciary guarantee agreements, the principle of justice provides equal protection for both parties. The debtor must be given certainty and security over the fiduciary object that has been submitted, while the creditor must be given protection in a situation where the debtor cannot fulfill their obligations. A mutually beneficial legal relationship between creditors and debtors in a fiduciary guarantee agreement ensures that the rights and obligations of both parties are balanced and equal so that no party is harmed or mistreated. As a result, the principle of justice must be applied in fiduciary guarantee

agreements to ensure adequate protection for all parties. If the terms of the agreement cannot be met, the creditor has the right to claim his rights to the collateral. These agreements provide security for creditors and the opportunity to carry out larger credit transactions for debtors.

In a guaranteed or security agreement, the creditor obtains a guarantee that the debtor will pay the loan given. The agreement includes an element where the debtor will give the creditor a security interest over their assets as collateral for debt payment. In this case, the creditor will have the right to protect the money loaned. The ownership or control of the collateral ultimately remains with the debtor, but the creditor has rights over it per the contents of the secured debt agreement. If the debtor fails to pay his debt and interest to the creditor, the creditor may sell the object of security interest (Thain, 1998).

Security agreements are similar to general agreements because they involve the rights and obligations of the parties involved. In the agreement, the creditor has the right to demand payment of the debt from the debtor and take over or control the collateral provided by the debtor in the form of assets if the debtor fails to pay off his debt. On the other hand, the debtor has the right to take back his assets guaranteed to the creditor when the debt is repaid under the agreement so that the creditor's rights to the debtor's assets can be erased (Khoidin, 2017). This agreement aims to establish material rights over particular objects belonging to the debtor as collateral for payment of the debtor's debt to the creditor.

Security agreements protect the legal interests of creditors in settling their loans and strengthen their position against other creditors. The agreement provides a sense of safety and protection for creditors. However, it is essential to remember that although security agreements can be made, general security provisions stipulated in Articles 1131 and 1132 of the Civil Code are still valid as a preventive measure if the security agreement fails to function as expected (Isnaeni, 2016).

A fiduciary guarantee is an effective form of the security agreement and benefits both parties. For the creditor, they provide certainty for repayments of their loans and the right to sell the collateral if the debtor does not fulfill their obligations. For debtors, it gives the benefit of more accessible credit terms and lower interest due to lower risk for creditors.

In a fiduciary guarantee agreement, there are different roles between debtors and creditors. The debtor provides a fiduciary guarantee for specific objects as collateral for debt repayment to creditors. The creditor becomes a fiduciary recipient for collateral for the debtor's repayment. If the debtor fails to pay, the creditor has the right to obtain repayment from the fiduciary object that the debtor has submitted. However, there is confusion about when a fiduciary guarantee is considered valid. Is the guarantee considered born when the parties agree upon it or when it is registered at the fiduciary registration office? According to Article 14, paragraph (3) of the Fiduciary Guarantee Act, a fiduciary guarantee is considered born on the date of recording in the fiduciary register book. Prior to registration, fiduciary guarantee agreements are not considered binding. Consequently, debtors and creditors have different roles in the fiduciary agreement, and fiduciary guarantees are considered to be born at the time of official registration.

Mariam Darus Badruzaman states that creating a fiduciary guarantee agreement involves several stages, including the initial stage, which is signing the obligatory agreement between the fiduciary provider and recipient. In this agreement, the debtor agrees to hand over ownership rights as collateral to a creditor who has provided a loan. The agreement is mutually agreed upon (consensual) and binding (obligatoir). The second stage is the transfer of ownership through an ownership agreement (zakelijk overeenkomst) between the fiduciary provider and recipient, in which the fiduciary

provider continues to control the object pledged (*constitutum possessorium*). The third stage is a borrowing agreement (*bruiklening*) made by both parties, which states that the fiduciary recipient is lending the ownership rights under their control to the fiduciary provider (Badruzaman, 1979).

The obligatoir principle in a fiduciary guarantee agreement state that if a fiduciary guarantee is only agreed upon in a single agreement, the security recipient cannot transfer the collateral to anyone other than the grantor. This is because the agreement is merely a promise, which only creates a right to demand from the party who made the promise to fulfill the agreed performance. Therefore, recording in the fiduciary register book is very important for the creditor to do. This recording aims to provide legal certainty regarding the fiduciary guarantee provided by the guarantor.

Misunderstanding the formation of property rights in fiduciary guarantees can lead to violations of criminal law. For example, if the creditor does not register the fiduciary guarantee and the debtor fails to pay the debt, the financing institution that assists the creditor may not take the collateral object by force from the guarantor because doing so is a violation of criminal law. The violation occurs because the creditor does not yet have the right to the collateral object from the debtor. After all, the fiduciary guarantee is considered to have never existed. Instead, the creditor only has the right to collect the debt, and if the demands are not heeded, the creditor must file a lawsuit in court to force the debtor to fulfill their obligations (Witanto, 2015).

In general, fiduciary guarantee agreements have their risks. One such risk is that the collateralized object may not have sufficient value to repay the debt in the event of a default from the debtor. In addition, the debtor will not receive the remaining proceeds from the sale of the pledged object if the creditor sells it to pay off the debt. Therefore, before entering into a fiduciary guarantee agreement, creditors and debtors are advised to consider the risks and benefits of the agreement.

Civil law experts believe that the fiduciary guarantee violates the closed principle in Book II of the Civil Code. However, because practical needs require a form of collateral for movable objects that do not need to be handed over to creditors, fiduciary guarantees are the choice to solve this problem. This is especially true for objects used by debtors as a means of earning a living, such as motorcycles or cars. Fiduciary guarantees are different from pawning.

Pawning is a type of collateral that requires physical delivery from the debtor to the creditor and only applies to movable property. The debtor loses the right to the pawned object during the guarantee period, and the creditor can immediately auction the object without announcement or registration if the debtor defaults. The parties consist of debtors, creditors, and an approved third party. The pawnbroker is responsible for the safekeeping of the object, and there are no criminal statutes regarding the transfer of the pawned object. Meanwhile, fiduciary guarantees can cover movable or fixed objects that cannot be subject to mortgages. The debtor retains control of the collateral object, but the ownership rights are transferred to the creditor as a *constitutum possessorium*. The creditor cannot immediately sell the collateral object controlled by the debtor and must take it first. Registration is required in the fiduciary guarantee. The parties to the agreement consist of the fiduciary provider and the fiduciary recipient. The fiduciary provider is responsible for any damages or loss of the collateral object. The transfer of collateral objects is punishable by criminal law under Article 36 of the Fiduciary Guarantee Act.

Pawning and fiduciary guarantees are two security forms popular in business and finance. Both provide collateral rights over movable objects belonging to the debtor for

unpaid debts. Regarding pawn collateral, the object is handed over to the creditor and returned after the debt has been paid. In a fiduciary guarantee, the collateral object remains in the hands of the debtor for use, but the ownership rights to the object are in the hands of the creditor and will be returned after the debtor's debt is paid off.

A fiduciary guarantee agreement gives the creditor the right to the debtor's assets to settle a debt. However, this agreement must be conducted transparently and carefully so as not to cause conflict in the future. The obligations and rights of each party must be clearly and unequivocally regulated. The creditor must ensure that the sale of collateral is carried out fairly and under the law in the event of default. The rights and interests of both parties must be appropriately protected. Thus, the fiduciary agreement needs to be conducted transparently and clearly regarding the rights and responsibilities of both parties. Debtors must understand the implications of providing fiduciary guarantees, while creditors must understand that their rights to fiduciary guarantee objects are limited by law.

The principle of justice in fiduciary guarantee agreements provides equal protection for both parties to realize a fair and equal legal relationship. In implementing fiduciary guarantee agreements, debtors and creditors must comply with the law and the principles of justice so that the rights and obligations of both are fairly protected. Debtors must clearly understand their rights and obligations related to fiduciary guarantees so that they are not excessively harmed, while creditors are only entitled to fiduciary collateral objects provided by the debtor and no other assets. The principle of justice must also be applied in all stages of a fiduciary guarantee agreement, from drafting to resolving disputes.

Justice must also be applied to the creditor's position in the fiduciary guarantee agreement so that they do not exceed the limit in pursuing rights, and actions must be under applicable law. The principle of justice also plays a role in resolving disputes by prioritizing reconciliation before further legal proceedings to ensure that both parties' interests are balanced. This principle must be applied at every stage of the fiduciary guarantee agreement to maintain balance and fairness for both parties, and the rights and obligations of both must be clearly understood.

Justice is a fundamental moral principle in the legal system and the values governing legal interaction and cooperation. Justice allows each individual or party in cooperation to act per the rights and obligations that have been mutually agreed upon and serves as a basis for maintaining the agreed principles so that they can be carried out fairly. Law enforcement has no meaning without justice; no one can enter into agreements freely and responsibly without it.

CONCLUSIONS

In fiduciary guarantee agreements between debtors and creditors, the principle of justice plays a crucial role in protecting both parties. Justice must be applied proportionally and transparently at every agreement stage to maintain the debtor's rights. The principle of justice also guarantees the recognition of debtors' rights and maintains a balance between the rights of debtors and creditors. In this context, clear and transparent regulation of fiduciary guarantee agreements can avoid ambiguous or discriminatory interpretations. The nature of justice is important in a fiduciary guarantee agreement, particularly for the fair treatment of debtors and creditors. Justice must be appropriately applied to not harm the debtor and violate their rights. However, creditors also have a right to security over the credit provided; therefore, justice must be applied proportionally and transparently during each stage of the execution of fiduciary security. Due to this, it is important to determine the requirements and consequences of a breach of the debtor's

obligations. Therefore, justice plays an essential role in executing any legal case and to maintain every party under the hand of legal.

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DECLARATION OF CONFLICTING INTERESTS

The researcher declares that there is no potential conflict in this article.

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