International Journal Of Humanities Education And Social Sciences ***(IJHESS)*** *E-ISSN:* **2808-1765**
Volume 6, Number 1, August 2026, *Page. 528 – 536*
Email : editorijhess@gmail.com

Disparities in the Implementation of Assignments in Resolving Problematic Home Ownership Loans

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Abstract

Disparities in the Implementation of Cessie in Resolving Problematic Home Ownership Loans (KPR) Create Legal Uncertainty for the Parties Involved, Especially Debtors and Cessionaries. Cessie, as a mechanism for the transfer of receivables from the old creditor to the new creditor, is often chosen by banks to expedite the resolution of problematic loans and reduce Non-Performing Loans (NPL). However, its implementation has shown procedural irregularities. This study aims to analyze the disparities in the application of Cessie in resolving problematic KPRs and provide a review of legal protection for parties harmed by these differences in application. The study uses a normative juridical method with a statutory approach and case approach, analyzing six court decisions that show different judicial assessments regarding the validity of Cessie and the rights of cessionaries. The research results indicate that the disparities arise due to the absence of operational standards as outlined in Article 613 of the Civil Code, as well as the lack of sectoral regulations that technically govern the mechanism for the transfer of receivables in long-term financing products such as KPR. This study emphasizes the need to strengthen the principle of legal certainty and legal protection for both debtors and cessionaries through the harmonization of banking regulations and the establishment of clearer and standardized Cessie implementation guidelines. The recommendations focus on the obligation to provide written notice to debtors, contractual transparency, and the improvement of derivative regulations to prevent prolonged disputes.

Keywords: Cessie, Home Ownership Loan, Decision Disparity, Legal Certainty, Legal Protection.

INTRODUCTION

Home Ownership Credit (KPR) is a long-term financing product provided by banks or financial institutions to the public to purchase residential homes. It indirectly plays a crucial role in encouraging home ownership in Indonesia. Data from the Central Statistics Agency (BPS) in 2023 shows that more than 40% of urban households acquired housing through credit facilities. With relatively affordable installments, KPR is attractive to middle- to lower-income households seeking housing.

Within the business economy, KPR drives growth in the property sector, which in turn has a positive impact on various sectors such as construction, building materials manufacturing, and financial services. However, despite these benefits, KPR management remains challenging, one of which is the potential for debtor default, which impacts banking performance in the form of Non-Performing Loans (NPLs). According to data released by the Financial Services Authority (OJK) in 2023, KPR disbursement by national banks reached more than IDR 650 trillion, with an NPL ratio of 3.02%, higher than other consumer sectors (Indonesian Banking Statistics, 2026). Bank Indonesia data even recorded that mortgage non-performing loans (NPL) as of July 2024 stood at 2.68%, an increase from 2.64% the previous month (Non-Performing Loans in Property Begin to Rise, Shadowing the Banking Industry, 2026). This requires serious attention, as high NPLs can disrupt financial stability and reduce the performance of a bank's credit portfolio.

Cession is defined as the process of transferring collection rights or receivables from a bank, acting as the old creditor (cedent), to a new creditor (cessionary) (Nabila Arsyta, 2024). The Civil Code (KUHPerdata) defines receivables as collection rights arising from a legal loan relationship between the lender (creditor) and the borrower (debtor). In this study, receivables originate from the credit distribution activity between the bank, acting as the creditor, and the debtor. Furthermore, assignment is also explicitly regulated in Article 613 paragraph (1) of the Civil Code, which states:

The transfer of receivables under a name and other intangible assets is carried out by means of an authentic or private deed that transfers rights to those assets to another person. This transfer has no consequences for the debtor until the transfer is notified to him or approved in writing or acknowledged. The transfer of bearer debt instruments is carried out by giving them; the transfer of debt instruments on orders is carried out by giving them along with an endorsement of the instrument.

Article 613 of the Civil Code provides the basis explaining that receivables or collection rights arising from legal relationships involving money lending or from bank credit distribution activities can be transferred to a third party through assignment (Yogi Rahmadinata, 2022). Meanwhile, Article 613 paragraph (1) of the Civil Code clarifies that the implementation of a Cessie requires the creation of an authentic deed or a private deed which serves as evidence of the transfer of rights to property to another person, or what is called a Cessie Deed (Rhoony Yusvaldi, 2019). The Cessie Deed itself is only valid for the debtor if he has been notified of the Cessie and has been approved in writing by him, as regulated in Article 613 paragraph (2) of the Civil Code which states that the transfer of receivables in that name has no consequences for the debtor, except after the transfer has been notified to him, or in writing approved and acknowledged by him.

The transfer of collection rights through a Ceissiei that is not carried out professionally and transparently can impact the relationship between the debtor and the transferee. Debtors often challenge the validity of the Ceissiei, citing a lack of notification or because the collection practices are deemed unethical. This situation indicates that sectoral regulation of the implementation of Ceissiei in the banking industry still requires significant improvement because it does not yet establish uniform operational standards, especially for long-term financing products such as mortgages (Nofriza Nofriza, 2022). For debtors, disparities in the Ceissiei procedure can lead to confusion or even potential losses, especially if they do not understand or are not informed about the transfer of collection rights over their credit. From the bank's perspective, differences in the implementation of Ceissiei can also lead to inefficiency and the risk of prolonged legal proceedings. Meanwhile, for third parties who receive collection rights (ceissionaries), uncertainty regarding the documentation, process, or legal status of Ceissiei can negatively impact collection effectiveness and the potential investment in their collection rights. This condition shows that the application of Ceissiei in the aspect of huikuim is very important to be studied further (Ade Darmawan Basri, 2020). The implementation of Ceissiei is increasingly being enforced with the enactment of the Financial Regulation Number 213/PMK.06/2020 concerning the Implementation of Auctions, which explains that creditors can transfer (judial) their receivables (Ceissie) through auction as a solution to the resolution of problematic credit as an alternative to the collateral auction which has so far been carried out through the auction of the mortgage or fiduciary rights either through the auction or the court. By considering the high value and volume of mortgages, as well as the potential for disparity in the practice of Ceissie, a legal study is needed that can provide legal certainty for all parties involved in the implementation of Ceissie, which in this study is studied further in the Thesis on Disparity in the Implementation of Cessie in the Settlement of Problematic Home Ownership Credit.

RESEARCH METHODS

This type of research in the field of legal science is based on its focus on normative legal research. This study utilizes normative legal research, namely legal research conducted by studying only literature or secondary data. This research is also called legal literature research. The normative legal research in this study is based on legal materials related to the validity of the application of Ceissie in resolving problem loans. 1. Research Involvement

The statutory legal approach is conducted by reviewing all laws and regulations related to the application of Ceisiei in resolving problem mortgages. Meanwhile, the case approach is conducted by presenting concrete cases related to disparities in the application of Ceisiei based on court decisions.

This research uses two approaches: a statutory law approach and a case approach (Bambang Sunggono, 2018).

a. The statutory legal approach is an investigative method conducted by reviewing all laws and regulations related to the legal issue being discussed. In this statutory legal approach, researchers need to understand the hierarchy and principles of laws and regulations.
b. The case study approach is an investigative method in normative legal research in which researchers attempt to balance legal arguments in concrete case studies that occur in the field. The purpose of this engagement is to intuitively seek the truth and the best solution to legal events that occur in accordance with the principles of justice. This engagement is conducted by conducting case studies related to legal issues faced by various courts and the following legal principles.

RESULTS AND DISCUSSION

Disparities in the Implementation of Assignments in Resolving Problematic Mortgages

Requirements for the Validity of the Transfer of Receivables (Ceissie) There are certain requirements. These requirements relate to the validity and authority held by the Creditor. If these certain requirements are not met, the Ceissiei will be declared null and void. Special requirements relate to the procedure for implementing the Ceissie in accordance with the provisions of Article 613 of the Indonesian Civil Code that the Ceissiei must be carried out by making a Ceissiei deed, either an authentic deed or a personal deed. The Debtor must also be notified that the transfer of receivables has occurred. The transfer of the Ceissiei will not have any consequences and will not bind the Debtor if he is not or has not been notified of the Ceissie. The background to the transfer of receivables is based on;

a. A debt agreement arises solely due to debt issues and arises from other agreements.
b. Default
   The debtor is unable to continue payments or liquidate the debt, so the creditor transfers the debt by transferring some or all of the existing debt to a new creditor in accordance with the agreement.
c. Creditor Assumes Debt
   It is undeniable that the creditor assumes the debt regardless of whether the debtor's debt is due or payable, which causes the creditor to transfer part or all of the debt.
d. Bad Debt
   If the creditor is a bank, the debt transfer can be motivated by the debtor's bad debt. Bad debt is a subset of non-performing loans, and if many bad debts are discovered, it will clearly impact the bank's financial cycle, which will then clearly impact the bank's liquidity and health, and subsequently hinder the bank's goal of increasing profits.
e. Requirements for Filing a Bankruptcy Declaration Application and Revision of Debt Payment Obligations

When the old creditor transfers the debt, all that is needed is a Deed of Transfer, which is then followed by the signing of the Deed of Transfer, either by a notary or in person, as proof of the transfer of debt, as long as it is clearly stated that the old creditor has transferred part or all of his debt to the new creditor, then the right to collect the debt is immediately transferred to the Deed of Transfer. Obstacles that often arise in debt transfer (Ceissie) are Creditors who do not notify/convey about the existence of a legal deed of Transfer, which results in the Debtor not knowing that there has been a transfer of Creditors (if the Transfer is carried out on part of the debt), or the addition of Creditors (if the Transfer is carried out on part of the debt) which will clearly have an impact on the Debtor who does not know to whom the Debtor will make payments/settle his obligations and affect the amount of debt that must be paid/repaid. Another obstacle is that the provisions written in the credit agreement are unclear and confusing. Referring to the law, after an authentic deed has been drawn up by a notary, the Deed of Transfer must be notified to the party responsible for paying the debt so that the party responsible for paying the debt knows to whom, as stated in Article 613 paragraph (2) of the Criminal Code, which states that there are no consequences for the debt holder before the transfer is notified or approved in writing and has been acknowledged. Article 613 paragraph (2) of the Criminal Code states that a deed of debt transfer is only valid for the debtor if it has been notified to the debtor or has been explicitly approved or acknowledged by him. Furthermore, notification of the debt transfer to the debtor must be given. This is because if notification is not given, then when the payment is due, the debtor can make a valid payment to the new creditor. The existence of a Ceissie agreement, whether made legally or not, will not be binding and will not give rise to any legal consequences for the debtor if the debt transfer is made in writing and is not acknowledged or approved by him.

The existence of a transfer of receivables does not mean that the debt is forgiven. The debtor remains responsible for the debt, and notice of the debt is not required at the time of signing the deed of transfer from the old creditor to the new creditor, because Article 613 of the Indonesian Criminal Code only regulates the transfer of receivables in one article and does not specify when notice of the transfer must be given. However, in practice, problems arise when the debtor does not obtain sufficient information regarding the transfer of receivables, or when the new creditor carries out collection in a manner different from the initial agreement. This is in line with the fact that legal principles exist in the difference of opinion of judges in court. Difference of opinion of judges can be interpreted as differences in decisions and decisions given by judges in cases that have different legal characteristics and facts. In cases 175/Pdt.G/2022/PN Pbr, 40/Pdt.G/2021/PN Sgm, 25/Pdt.G/2022/PN Pbr, and 79/Pdt.G/2019/PN Tab, and 140/Pdt.G/2024/PN.Bks, the cases mentioned above have the same basic principles, namely the existence of a relationship between the debtor and the new creditor related to the validity of the transfer of receivables through ceissiei, the validity of ceissiei against regress rights, the scope of the new creditor's authority, and the debtor's right to legal protection. However, although the objects of the cases and the legal framework used are relatively similar, the legal considerations used by the judges in the four cases show very significant variations in interpretation as outlined in the decision matrix as follows:

Legal Protection for Parties Affected by Inequality in the Settlement of Problematic Mortgages Through Transfer of Rights

The differences in the resolution of problematic mortgage cases through the case mechanisms in these six cases indicate an unstable legal protection dynamic in judicial practice. This irregularity indicates that the conceptual basis of legal protection, as proposed by Seitiono, has not been consistently implemented by judges in their decisions. Seitiono emphasized that legal protection is essentially a state effort, through its legal instruments, to create a sense of security, order, and certainty for every citizen involved or potentially involved in the legal process. In the context of financial transactions such as mortgages, legal protection is doubly important because it concerns the right to housing as a human right and the stability of the national financial system, which depends on orderly credit mechanisms, including debt transfers through credit. The differences in these six cases indicate that judges share a common perception regarding the balance between legal protection between debtors, initial creditors, and new creditors. On the one hand, some judges believe in upholding formal legal certainty. They believe that as long as the decision is implemented in accordance with the formal requirements stipulated in Article 613 of the Civil Code, all creditor rights are transferred without much additional attention. This bond is evident in case 120/PDT/2025/PT MKS. Theoretically, this bond relies on legal certainty, but Seitiono emphasizes that legal protection is not always based solely on formal legal certainty.

True legal protection must consider the concrete position of legal subjects, taking into account information imbalances, imbalanced bargaining power, and potential substantive losses that may not be apparent within the formal legal framework. If protection is based solely on formal rules, legal protection loses its protective function, a key characteristic of Seitiono's theory. Further analysis, the differences in interpretation across the six cases demonstrate that the structure of legal protection in Indonesia still relies on individual judges' interpretations rather than on a diversity of norms. When norms regarding ceissiei do not explicitly regulate the relationship between the assignment of receivables and recourse rights, or the notification procedures for debtors, the scope for interpretation by judges becomes very broad. Furthermore, this irregularity can erode the public's sense of security regarding the law.

In credit transactions, a sense of security is crucial because it affects the economic behavior of debtors, the stability of credit law, and even the health of the banking sector. If judges provide varying interpretations, industry players will be hesitant to use ceissiei as a commercial instrument. Debtors will have no clear guidance regarding their rights and obligations when a debt transfer occurs.

Furthermore, legal protection must also consider public trust. Trust in the financial system is the foundation of macroeconomic stability. Seitiono stated that the function of law is not only to regulate but also to provide a sense of security for the public in economic interactions. When court decisions are variable and unpredictable, trust in banks, financial institutions, and other financial institutions can erode.

Debtors may feel they are no longer protected by legal principles when dealing with credit transfer processes. New creditors may lose confidence in the effectiveness of credit instruments. Initial creditors may worry that actions taken in accordance with procedures may be questioned. This uncertainty is not only a legal issue but also an economic one that can impact the investment climate and the stability of the financial industry.

Legal protection, in Seitiono's theory, also encompasses legal morality. Legal principles should not be instruments that facilitate unilateral losses for the weaker party. In many mortgage cases, debtors are highly dependent on banks as creditors. Their bargaining position is weak, especially when dealing with technical legal procedures such as loans. If a loan is not properly notified, debtors not only lose certainty about who they owe but also the opportunity for restructuring or negotiations to maintain their residency. From Seitiono's perspective, implementing a restructuring that doesn't provide sufficient room for debtors to adapt is an injustice that must be prevented through legal protection instruments. In the context of new loans, legal protection is equally important. Seitiono emphasized that legal protection must cover all parties without disproportionate bias. New creditors are parties who have legally acquired receivables and have a legitimate interest in obtaining economic benefits from those receivables. If a court in one case declares a creditor to have full legal standing, but in another case limits that standing, new creditors face significant business uncertainty. This uncertainty can lead to additional costs, legal risks, and potential doubts about investing in a non-performing loan portfolio. In Seitiono's view, this situation demonstrates that legal protection is suboptimal because it doesn't provide a sense of security for business actors. Meanwhile, original creditors need protection so that the transfer process they have carried out according to procedure is not simply invalidated by a judge's interpretation. If the court questions the validity of the notice, the original creditor could face counterclaims from the debtor or even be deemed to have made an unauthorized transfer. This suggests that legal protection for them remains limited. However, Seitiono argues that legal protection should also encompass protection for actions taken based on formal legality and in good faith.

Ultimately, Seitiono's theory of legal protection can serve as an intuitive framework for assessing the extent to which differences in judicial decisions have impacted the parties' sense of legal security in mortgage disputes. This theory helps identify that legal protection is not merely a matter of legality, but also concerns the balance between the rights, obligations, and socio-economic conditions of the parties involved. Amidst differences in court decisions, an intuitive harmony between regulation and interpretation is crucial so that legal protection can be enforced evenly, consistently, and in accordance with the principle of protection that is at the core of Seitiono's thinking.

Furthermore, Philipuis M. Hadjon also stated that legal protection for the public can be achieved through two main means. Legal protection that can be sought for parties who cause harm to others due to differences in mortgage disputes through Seitiono is through the following:

1. Preventive Legal Protection

Preventive legal protection aims to prevent legal uncertainty and doubt from the outset. In the context of problem mortgage loans, this protection can be achieved through several mechanisms:

a. Clarity of the Debt Transfer Clause and Security Rights. The Debt Deed must expressly state that the transfer includes not only the right to collect but also the security rights (collateral) binding the credit object. This is in accordance with the principle of leix specialis deirogat leigi generali, where the specific intent of the deed overrides the general intent of Article 613 of the Indonesian Civil Code. Notaries, as public officials, have an important role in ensuring the clarity of the clause, as this intuitively prevents double interpretations in the future.
b. Obligation to Notify the Debtor. Based on Article 613 paragraph (2) of the Indonesian Civil Code, the transfer of receivables only has legal force against the debtor if it has been notified or approved by the debtor. Therefore, written notification to the debtor is an essential requirement to provide legal protection and avoid duplicate claims from other parties.
c. Implementation of the Transparency Principle by Financial Institutions. Banks, as the initial creditor, are required to transparently inform debtors regarding the transfer of collection rights, so that debtors understand the change in legal subject matter under civil law. This transparency principle also aligns with the provisions of Law Number 8 of 1999 concerning Consumer Protection, which emphasizes the importance of accurate and fair information.
d. Implementation of the Prudential Principle.
In banking practice, any transfer of receivables through a credit institution must consider compliance with the regulations of the Financial Services Authority (OJK), particularly regarding the review of bad debts. This step provides preventative legal protection for creditors to prevent them from violating prudent banking principles.

2. Reciprocal Legal Protection

Reciprocal legal protection is established when a dispute arises or arises due to disparities in the application of the Court's judgment in judicial decisions. This protection is achieved through legal efforts and the mechanisms for resolving disputes regulated by the civil justice system.

a. Appeal, Cassation, and Judicial Review (PK).

b. For parties harmed by differences in the application of the law, judicial review serves as a means to seek justice. Within the framework of civil procedural law, these three judicial processes serve as important instruments for correcting errors in the application of norms, while maintaining legal uniformity.
c. Jurisprudence as a Source of Legal Certainty. The Supreme Court has the authority to uphold the principle of judicial diversity through the application of permanent judicial review. If the Supreme Court consistently determines that Ceissiei covers security rights as long as they are stated in the deed, this decision becomes a reference for lower-level judges. This provides systematic legal protection for parties across all jurisdictions in Indonesia.
d. Responsibilities of Notaries and Deed Making Officials.
e. In the event of an error or omission in the preparation of a Ceissiei deed that results in a loss for one of the parties, the party concerned may seek legal accountability under Law Number 2 of 2014 concerning Notary Publics (UiUiJN). This mechanism provides reciprocal legal protection for debtors or creditors harmed by formal defects in the deed.
f. Supervisory Procedures and Ethics for Judges.
g. The Judicial Commission and the Supreme Court Supervisory Body have a unique responsibility to uphold the integrity of judges and monitor decisions that deviate substantially without a strong legal basis. If differences in decisions are caused by ethical violations or alleged abuse of authority, this oversight mechanism provides legal protection for those seeking justice.

3. Normative and Structural Legal Protection

In addition to preventive and repressive protection, there is also normative-structural protection, which is an effort to reform legal principles to prevent future differences from recurring. These principles include:

a. Reformulation of the Ceissiei Regulation in the Principles of Positive Law.
b. Currently, the Ceissiei Regulation is only briefly stipulated in the Criminal Code without an explicit explanation of its relationship to lien rights. Therefore, it is necessary to update or add provisions to the Lien Law or implement regulations based on the Financial Services Authority (OJK) to more thoroughly regulate the debt transfer mechanism and align it with modern banking practices.
c. Compilation of Jurisprudence and Ideas Related to Debt Transfer.
d. The Supreme Court can revise the compilation of jurisprudence and ideas related to the Lien Law to serve as legal guidelines for judges. This step will ensure legal certainty and avoid differences in implementation between courts.
e. Improving the Capacity of Judges and Legal Entities. Continuing education for judges in the fields of civil law and banking needs to be structured so that understanding of Ceissiei and its legal consequences is uniform across all legal fields in Indonesia.

Implications of Legal Protection for Certainty and Justice: The implementation of comprehensive legal protection not only provides a sense of security for the parties but also strengthens trust in the national justice system. Legal certainty born from diverse legal implementation will add stability to banking practices and credit transactions. Furthermore, substantive justice can be achieved if all parties are treated equally before the law (equality before the law). Thus, the principles of legal protection serve as an instrument to balance the economic interests of financial institutions with the civil rights of citizens as debtors. This principle also embodies the principles of pacta suint seri vanda and good faith, which underlie all civil obligations in Indonesia. Currently, the balance of legal protection for Ceissiei issues has been carried out in an effort to protect normative and structural law, including the Reformulation of Ceissiei Regulations in Positive Law, namely by regulating Ceissiei in Article 40 of the

Indonesian Financial Services Authority Regulation Number 26 of 2024 dated December 10, 2024 concerning the Expansion of Banking Business Activities, which contains the obligation of the Bank to include a clause regarding approval of issues related to the transfer of receivables in the KPR credit agreement, and the Bank includes a clause regarding approval of issues related to the transfer of receivables. The receivables are notified to the customer concerned if the Bank transfers the receivables to another party.

CONCLUSION

1. Regarding the formulation of the first problem, namely the disparity in the application of cession in resolving problematic mortgages caused by differences in interpretation and application of the law by judges, in general, cession is regulated in Article 613 of the Civil Code, but in practice, especially in the Decision of case number 120 / PDT / 2025 / PT MKS, the Judge at the first level based on the Decision of case number 410 / Pdt.G / 2024 PN Mks assessed that the object of the lawsuit, the parties in the lawsuit only included parties who only had a legal relationship, in this case the last recipient of the cession. This is different from the decisions in cases 175 / Pdt.G / 2022 / PN Pbr, 40 / Pdt.G / 2021 / PN Sgm, 25 / Pdt.G / 2022 / PN Pbr, and 79 / Pdt.G / 2019 / PN Tab in the same lawsuit case did not question the parties present in the trial, in this case the last recipient of the cession.
2. Regarding the second problem formulation, namely legal protection for the parties resulting from disparities in the settlement of problematic mortgages through cession, it can be done through preventive legal protection, including the Clarity of the Clause on the Transfer of Receivables and Security Rights and repressive legal protection efforts, namely through legal remedies of appeal, cassation and judicial review (PK), in addition, normative and structural legal protection efforts can also be made, including the Reformulation of Cessie Regulations in Positive Law, one of which is the regulation of Cessie in Article 36 of the Regulation of the Financial Services Authority of the Republic of Indonesia Number 26 of 2024 dated December 10, 2024 concerning the Expansion of Banking Business Activities.

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