NOVATEUR PUBLICATIONS
JournalNX- A Multidisciplinary Peer Reviewed Journal
ISSN No: 2581 - 4230
VOLUME 6, ISSUE 6, June -2020

LEGAL CERTIFICATION OF THE RIGHTS OF THE RESPONSIBILITY ASSURED BY THE COMPANY

YUHELSON
Jayabaya University, Jakarta, Indonesia
yuhels@yahoo.com

PUTRA HUTOMO
Jayabaya University, Jakarta, Indonesia
hutomo@gmail.com

ABSTRACT:

There is practice in the community, there is often a discrepancy between the laws and regulations and their implementation. The Underwriting Right is not registered at the Land Office, this raises a problem with the Underwriting Rights which if it is not registered at the land office, the Underwriting Right will not get the Underwriting Certificate, the Underwriting Certificate issued by the land office and this certificate is proof from the existence of Underwriting Rights, in addition, also often the registration of Underwriting Rights is carried out late from the period specified by the Act. In essence, the community must comply with the prevailing laws and regulations so that problems do not occur in the future. Underwriting rights in the form of land and buildings are inseparable from the Agrarian regulations which the mechanism for registration of Underwriting Rights is carried out at the land office on the basis of data in the APHT issued by PPAT with a book of Mortgage Rights. The form and content of the Underwriting Rights book have been stipulated based on Agrarian Minister Regulation number 3 of 1997. The Deed of Granting Mortgage (APHT) regulates the terms and conditions regarding the granting of the Underwriting Right from the Debtor to the creditor in connection with the debt pledged as a Mortgage Right. The granting of this right is intended to give the priority position to the creditor concerned, so the granting of the Underwriting Right is a guarantee of repayment of the debt to the creditor in connection with the loan or credit agreement in question.

KEY WORDS: legal certification, the responsibility assured, Underwriting Right from the Debtor.

INTRODUCTION:

Basically the company is part of the social life in which the company is always in the middle of the community and can only live, grow and develop if it receives support from the community. The presence of the company in daily life can no longer be ignored, so it is not uncommon for a company to cooperate with other parties (individuals or legal entities) for capital. In the journey of the company to obtain capital of a lot of Underwriting Rights used as collateral to conduct loans carried out by a company, it is not uncommon for companies (Debtors) to default on their promises to creditors, so that there are legal efforts for creditors to file bail guarantees to Courts that are expected to get the rights of creditors with which the Court's decision stipulates to execute the Underwriting Rights or by selling the auction method as stipulated in UUHT number 4 of 1996 Article 20 paragraph (1.b). Based on Article 6 of the Underwriting Rights Law, if the Debtor is injured in the promise, the first Underwriting Right holder has the right to sell the Underwriting Right object on his own power

through a public auction and take the repayment of the debt from the proceeds of the sale. Based on these conditions, NISP has the right to conduct an auction.

Regarding the procedure, from the evidence presented, it was seen that the NISP had informed Koo about the planned auction. There has been an auction announcement in accordance with the provisions stipulated in Article 20 paragraph (1) of the Minister of Finance Regulation No. 40/PMK.07/2006 concerning the Auction Implementation Guidelines. For the Assembly, the auction that will be carried out by the NISP is lawful. So that the resistance of the opponent is considered as resistance that is not true and must be rejected. When met after the trial, NISP's attorney, Renanto considered the Assembly's decision was right. Because, his party conducted an auction with procedures that were in accordance with the provisions.

While the attorney of Koo Ay, Budi explained, the resistance was filed because the auction was not through a court decision. The auction should have been conducted after obtaining a determination from the Central Jakarta District Court. However, NISP immediately conducted an auction through the State Wealth and Auction Service Office (KPKNL). Based on Article 6 of the Underwriting Rights Law, NISP is indeed entitled to conduct an auction. However, it does not mean that an auction can be carried out directly without going through a district court.

Himawan also questioned the existence of overlapping provisions. Overlap is in the Underwriting Rights Law and the Minister of Finance Regulation concerning the Auction Implementation Guidelines which was last updated with No. 93 / PMK.06/2010. According to him, it was the Minister of Finance Regulation that often caused the Bank to conduct an auction without going through a district court. Why do many companies guarantee mortgage rights to creditors, it is because it is easy and certain in carrying out its execution if in the future the Debtor defaults, basically the execution or decision is an implementation of a decision that has permanent legal force carried out with the assistance of the Court and also with execution of objects of guarantee that exercise the right of creditor holders of collateral rights to objects of collateral if there is an act of default by the Debtor by means of the holder of the sale of collateral objects to pay off their receivables The right to carry out the fulfillment of the rights of creditors is done by selling the collateral of the object through a public auction whose results are used as settlement of receivables creditors. But in practice there is a court decision that has granted the claim of the Plaintiff who has a permanent legal force , it may not be implemented, for example because the items disputed are not under the Defendant's authority or in the case of payment of money, the accused has no assets more that can be auctioned off.

Based on the background above, the author is interested in analyzing in depth the results are outlined in the form of research with the title Legal Certification on the Rights of the Responsibility Assured by the Company.

LITERATURE REVIEW:

Theory of Legal Certainty

Certainty is a feature that cannot be separated from the law, especially for written legal norms. Law without the value of certainty will lose meaning because it can no longer be used as a guideline for everyone. Certainty itself is called as one of the objectives of the law. [1] Legal Certainty Theory contains 2 (two) understandings, namely the first is that general rules make individuals know what they can or should not do and secondly legal security for individuals from government arbitrariness because with the general rule of law individuals can know what what the State may charge or do

with individuals. [2] Legal certainty is not only in the form of Articles in the Law, but also consistency in Judges' decisions, between one Judge's decision and the other Judge's decision for a similar case that has been decided. [3]

The purpose of law is not only justice but also of legal certainty and expediency. Fulfillment of justice in a statutory regulation is not enough because it still requires legal certainty. Legal certainty will be achieved if a regulation is clearly formulated so that it does not cause different interpretations and there is no overlap between existing regulations both vertically and horizontally. Realizing a legal system that will be a difficult thing if the substance of the underlying rules also has confusion due to the inconsistencies in the existing rules. Normatively, legal certainty requires the availability of legislation that is operational and supports the implementation. Empirically, the existence of these regulations is carried out consistently and consequently by the supporting human resources. [4]

This legal certainty is called realistic legal certainly, which requires the existence of harmony between the State and the people in orienting and understanding the legal system.

The function of the theory in writing this thesis is to provide direction / instructions and to explain and explain the symptoms observed.

COMPANY:

Some experts or scientists give opinions about the company, as follows: [5]

a. The Dutch government (Minister of Justice of the Netherlands) when reading Memorie van Toelichting (the plan of the Law) Wetboek van Koophandel (WvK) in front of the parliament, explained that what is meant by companies is that all actions are carried out uninterruptedly, openly, in certain positions and for profit.
b. Molengraaf (in his first Leindraad page 38) argues that the company is a whole act is done continue to occur, act out, to earn money, by way of memperniagakan goods, hand over the goods, or conduct trade agreements. Here Molengraaf views the company from an economic standpoint.
c. Polak (in his book Handboek I page 88) gives the opinion that a company is considered to exist if necessary estimates of profit and loss can be estimated, and everything is recorded in accounting. Here Polak views companies from a commercial angle.

In Law Number 40 of 2007 concerning Limited Liability Companies Article 1 point 1 is explained about Limited Liability Companies, namely:

"Limited Liability Company, hereinafter referred to as the Company, is a legal entity which is a capital alliance, established under an agreement, conducts business activities with authorized capital which is entirely divided into shares and fulfills the requirements stipulated in this Law and its implementing regulations".

Based on the above understanding mentioned that Limited Liability Company as a legal entity, it means Limited Liability Company is a legal subject where Limited Liability Company as a body that can be understood rights and obligations like humans in general. As a legal entity, a Limited Liability Company has its own assets separate from its management. Limited Liability Company is a legal entity which means that it can bind itself and do legal actions such as private persons and can have wealth or debt.

The characteristics of a Limited Liability Company as a legal entity are: [6]

a. Having their own wealth which is separate from the wealth of the people who carry out the activities of these legal entities.
b. Having rights and obligations that are separate from the rights and obligations of the people who carry out the activities of these agencies.

c. Have certain goals.
d. Continuity (having continuity) in the sense that its existence is not related to certain people, because rights and obligations still exist even though the people who run them change.

Limited Liability Company was established under an agreement. [7] This shows that as an association of people who agree to establish a business entity in the form of a limited liability company, being responsible is a Limited Liability Company as a legal entity. In this case the responsibility of a Limited Liability Company is represented by its Director.

RESEARCH METHODS:

In writing this thesis the author obtained the data needed through research. The method used in this research is the Normative Juridical approach. Juridical Nornatif is legal research done by researching library materials or secondary data alone. [8] In this study, the approach was used to answer and analyze the legal position of the Underwriting Right that was placed on bail. The specification of this study is descriptive analytical. Descriptive analysis is expressing legislation related to legal theories that are the object of research. [9] The data source used in this study is library research. Library research which is secondary data in legal research. Data collection techniques carried out in this study are Library Data. Library data is to collect data and information in the form of books, scientific essays, legislation and other written material related to the object of this research. [10] The data analysis method used in this study is qualitative analysis. Qualitative analysis is a general principle that underlies the manifestation of symptom units that exist in human life, or patterns that are analyzed by social symptoms, culture by using culture from the community concerned to obtain a pattern of descriptions of the prevailing patterns. [11]

RESULTS AND DISCUSSION:

Mortgage right

Legitimate Mortgage Rights have been regulated in Law Number 4 of 1996 concerning the Right to Underwrite Land and Objects Related to Land. In connection with the increasing national development which focuses on the economic field, it is necessary to have a large number of fund providers so that it requires a strong guarantee institution that is able to provide legal certainty for interested parties that can encourage increased community participation in development to create a prosperous society. fair and prosperous based on Pancasila and the 1945 Constitution. It reminds us that from the beginning of the formation of a rule that became the basis for the State of Indonesia, namely the 1945 Constitution which has rules to make a prosperous, just and prosperous society in the framework of national economic development. This law is an important law for the entire civil law system relating to the lending system.

Article 8 of Law Number 7 of 1992 concerning Banking confirms that in providing credit, commercial banks must have confidence in the ability and ability of the Debtor to repay the debt in accordance with the agreement. The main thing in giving credit is the Bank's confidence as a creditor to the Debtor. Which can be interpreted that the Bank also serves as a guarantee institution. The provisions in Article 8 and the explanation above are ideal images in the provision of credit, but in order to implement the Bank's prudential principle , almost every loan always asks for collateral or collateral from the Debtor. This can be understood, because if a credit is released without collateral then it has a very big risk, and if the project or business sector is financed to experience failure or loss and the Debtor is unable to pay it, the Bank or creditor will be harmed and the credit will stall but if there is

collateral, the creditor will be able to withdraw the funds disbursed by using the guarantee.

In the practice of credit, asking for or providing collateral for immovable property or material guarantees in the form of land, is the most desirable collateral, this is a natural thing, because economically the price of land from time to time is of high value. Before 1996, the collateral for land was used for mortgages whose material provisions are regulated in Book II of the Civil Code (as far as the earth, water and wealth in it were revoked by Law number 5 of 1960) and the registration was carried out according to Overschrijving Ordonantie (Stb. 1834-27). While Creditverband the material provisions and registration are regulated in Stb. 1908,542 as amended by Stb. 1937-190 jo Stb. 1937-191, and fiduciary (fiduciairi Eigendoms Overdracht/FEO) is an institution born from credit engineering practice whose legal basis can be studied from various jurisprudences [12]

In 1960, the government had intended to create a guarantee institution tailored to the needs of the Indonesian nation, this was as mandated in Article 51 of Law Number 5 of 1960 concerning Basic Agrarian Principles (UUPA), which stated: Mortgage rights that can be charged to ownership rights, business use rights and building rights in Articles 25, 33 and 39 are regulated by law. The provisions in the legislation regarding Hypotheek and Credietverband originated from the Dutch colonial era and were based on land laws that were in effect before the enactment of national land law, as stipulated in the LoGA and intended to be temporarily enforced, pending the establishment of the Law referred to in Article 51 of the BAL. [13]

After going through a fairly long period of time, which is almost 35 years finally the Law was born as mandated in Article 51, namely Law number 4 of 1996 concerning the Right to Underwrite Land and Objects Related to Land (hereinafter referred to as UUHT)

With the promulgation of the UUHT, as stated in the consideration weighing the letter e, the unification of national land law is complete, which is one of the main objectives of the LoGA, so that Underwriting Rights are the only guarantee of land rights.

Underwriting Rights in the UUHT are not built from something that does not yet exist. Mortgage rights are built by taking over or referring to the basic principles and provisions of Mortgages regulated by the Civil Code. [14]

The birth of the UUHT is inseparable from the situation and conditions that exist today, namely in terms of economic development that requires substantial funds, so that the institution requires a strong guarantee of rights and is able to provide legal certainty for interested parties, both legal and individual bodies that can encourage increased public participation in development to create a prosperous, just and prosperous society based on Pancasila and the 1945 Constitution. [15] Mortgage rights are collateral rights to land for certain debt repayments which give a position to certain creditors against other creditors. In a sense, if the Debtor is injured, then the creditor of the Underwriting Right is entitled to sell through the public auction of land that is used as collateral according to the provisions of the relevant legislation, with the right to overtake the other creditors. One of the characteristics of a strong Mortgage is that it is fixed and certain in the execution, if the Debtor is injured in the promise. Although in general the provisions regarding execution have been regulated in the applicable Civil Procedure Law, it is deemed necessary to specifically include the provisions regarding the execution of Underwriting Rights in this Law, namely regulating the parate executie institutions as referred to in Article 224 of the updated Indonesian Regulations (Het Herziene Indonesia Reglement) and Article 258

Legal Procedure Regulations for Outer Regions of Java and Madura (Reglement tot Regeling van het Rechtswezen in de Gewesten Buiten Java en Madura).

To guarantee legal certainty and provide protection to interested parties in this Law administrative sanctions are imposed on the executors concerned, against violations or negligence in fulfilling various provisions for the implementation of their respective duties, and can also be sued Civilly and / or Criminal if fulfilling the required conditions.

Underwriting rights stipulated in this Law are basically Underwriting Rights charged to land rights. But in reality there are often objects in the form of buildings, plants, and works that are permanently one unit with the land that is used as collateral, [16] this is also stated in Article 4 paragraph 2 of Shrimp Law 4 of 1996 concerning Mortgage Rights.

According to the applicable laws and regulations, PPAT is a general official authorized to make the deed of transfer of land rights and other deeds in the context of imposition of land rights, in the form of stipulated deeds, as evidence of certain legal acts concerning land located within their respective working areas each one. The deeds made by PPAT are authentic deeds.

In providing Underwriting Rights, the Underwriting Provider must be present before the PPAT. If for some reason he cannot attend himself, he is obliged to appoint another party as his proxy with a Power of Attorney to Charge Mortgage (SKMHT), which is in the form of an authentic deed. Making SKMHT other than Notary, is also assigned to PPAT whose existence reaches the sub-district area, in order to facilitate the provision of services to those who need it.

Confiscation Guarantee

Foreclosure comes from the terminology beslaag (Dutch) [17] , and the Indonesian term beslaag but the default term is seizure or confiscation. The definitions contained therein are:

a. The act of forcibly placing the Defendant's assets into a state of custody [18] (to take into custody the property of a defendant).
b. Paksan action custody (custody) is done in the (official) based on the Court or Judge orders.
c. The goods placed in the safekeeping are in the form of disputed goods, but may also be items that will be used as a means of payment for debt repayment of the Debtor or Defendant, by selling an auction (executorial verkoop).
d. Determination and safeguarding of confiscated goods takes place during the inspection process, until there is a court decision that has permanent legal force which states that the seizure is valid or not.

There are many types of sitam but generally known as 2 (two) types, namely:

a. Sita on Plaintiff's property (conservatoir beslaag).

   This Sita was carried out on the property of the Debtor. The word conservatoir itself comes from Conserveren which means saving and conservatoir beslaag is saving one's rights. The purpose of this collateral seizure is that there is a certain item that can later be executed as a repayment of the Defendant's debt.

Regarding the sita conservatoir beslaag is regulated in Article 227 paragraph 1 HIR, the essence of the provision is [19] :

1. There must be a reasonable suspicion that the Defendant before the verdict was dropped or carried out a search would be going to darken or run away with his belongings.
2. The confiscated property belongs to the person affected by confiscation, meaning that it does not belong to the Plaintiff.

3. An application is submitted to the Head of the District Court who checks the case in question.
4. Application should be submitted with a written letter.
5. Sita conservatoir can be done or placed both on movable and immovable property.

In connection with the provisions of Article 227 paragraph 1 HIR, the Supreme Court in one of its decisions stated that conservatoir was held not for the reasons required in the said article is not justified [20] .

b. Confiscation of the Plaintiff's own property
Different from conservatoir beslaag, it is also known as confiscation of the property of the Plaintiff/the applicant himself who is in the power of another person (the defendant / Defendant). This confiscation is not to guarantee a bill in the form of money, but to guarantee a material right from the applicant. This confiscation is divided into 2 (two) parts, namely seizure revindicatoir (Article 226 HIR / 260 Rbg) and marital confiscation (Article 823 Rv). Revindicatoir means to get, and the word sita revindicatoir contains the meaning of confiscating to get back (the right thing belongs to him).

The parties entitled to apply for seizure are:

1. For applicants seized revindicatoir
   a. The owner of a moving object whose item is in the hands of another person.
   b. Holder of advertising rights.
2. For applicants confiscating conservatoir are creditors.
3. For applicants, marital seizure is a wife.

In a country that embraces the common law tradition, sequestration (security for costs) more often requested by Defendants. This means that collateral in the form of money or other assets submitted by the Plaintiff to the Court can be used to replace the costs suffered by the respondent if it turns out that the request is unreasonable in Indonesia, this instrument is used in the application for temporary determination [21] .

In accordance with Article 226 HIR / 260 Rbg, in order to submit a request for seizure of revindicatoir, the applicant may immediately submit an application without any reasonable suspicion that the Defendant will try to embezzle or flee the item concerned during the trial process.

Whereas in the conservatory seizure, according to Article 227 HIR / 261 Rbg, the reasoned element of the suspicion is the main justification for the confiscation. If the Plaintiff does not have proof, the confiscation will not be given. This condition is intended to prevent misuse so that confiscation is not carried out carelessly, which ultimately is only a futile act that does not hit the target (vexatoir). So that in this seizure, confiscation must be heard to find out the truth of the allegation.

Confirmation Request Procedure For Land That Has Been Burdened With Mortgage

1. Sita Guarantee Submission Process

As for the seizure guarantee application process is carried out by:

a. The seizure guarantee application can be submitted together with the claim, where the claim for confiscation is part of the principal claim. Requests for confiscation must not stand alone without any main case but the main case can exist without confiscation. The request for confiscation is usually listed at the end of the "fundamentum petendi" (claim).
b. Requests for seizure guarantees can be submitted separately as long as they are preceded by a principal claim as the basis.
c. Requests for confiscation can be submitted during the trial process at all levels of the Court.

Confiscation application Form can be done by verbal (oral) and written [22] . Seizure requests in the form of oral (oral) can be carried out in accordance with the principles adopted by the HIR and Rbg that the course of the examination process at the Trial is an oral procedure (mondelinge procedure) . In connection with that, the Law justifies the seizure application verbally, the request is recorded in the minutes of the trial, and based on that request the Judge issues a seizure order if the application is deemed to have sufficient grounds.

In written form, this form is considered the most appropriate because it fulfills better judicial administration. That is why Article 227 paragraph 1 HIR/261 paragraph 1 Rbg requires that seizure be submitted in written form in the form of a request letter :

a. Requests are combined with a claim
   Seizure requests can be submitted together with the lawsuit. It is stated at the end of the description of the arguments and events, so that the placement in the lawsuit is stated before the petitum of the lawsuit. Such practices that are widely applied, while regarding requests for legitimate and valuable statements, are submitted to the second petitum of the lawsuit. Bringing together the demand for seizure at once in a lawsuit is theoretically very appropriate when it is associated with the function of seizure as a claim that is acessoir with the subject matter on one side and in terms of seizure demand as an effort to avoid the claim of experiencing illusoir on the other side. Especially in terms of the principle of simple, fast and low-cost justice, the form of seizure requests that are united with a claim, are considered effective and efficient.
b. Submitted in a separate letter
   This method is explained in Article 227 paragraph 1 HIR/261 paragraph 1 Rbg, which allows the filing of confiscation to be carried out separately from the subject matter [23]. This means that the seizure request is submitted separately in addition to the case lawsuit.

Confiscation is the punishment and deprivation of the Defendant's assets before the decision is legally binding. Therefore, seizures as exceptional measures must be carried out carefully based on strong reasons. Article 227 HIR / 261 Rbg or Article 720 Rv warns that, so that the Plaintiff in filing the seizure shows the Judge the extent to which the content and basis of the claim is related to the relevance and urgency of confiscation in the case concerned.

According to Article 227 HIR / 261 Rbg and Article 720 Rv, the reasons for the seizure principal are:

a. There are concerns or suspicions that the Defendant is looking for a reason to embezzle or alienate property and that it will be done during the case investigation process.
b. Concern or suspicion must be objective and reasonable objectively. Where the Plaintiff must be able to show the facts about the Defendant's steps to darken or alienate his assets during the inspection process, or at least the Plaintiff can show objective indications of the Defendant's efforts to eliminate or alienate his belongings in order to avoid a lawsuit.
c. In such a way the content of the claim is tight with confiscation which if the confiscation is not carried out and the Defendant embezzles the assets, resulting in a loss to the Plaintiff. If the subject matter of the claim is not closely related to seizure, so that without confiscation it is not expected to cause harm to the Plaintiff, then the seizure is deemed not to have a sound basis.

Seizure requests can be offered throughout the hearing. As the affirmation of the Supreme Court Decision No. 371K/Pdt/1984 which states "even though the confiscation is not included in the lawsuit and in the petitum of the lawsuit, it has only been submitted later in a separate letter. The law allows the filing of a guarantee confiscation to be requested during the trial process. "Therefore, confiscation of seizures in such cases does not conflict with ultra petitum pertium which is outlined in Article 178 paragraph 3 HIR / 189 paragraph 3 Rbg. Noting that the above decision is related to the provisions of Article 227 paragraph 1 HIR/261 paragraph 1 Rbg, it can be stated that the reference for the application of seizure requests, namely:

a. As long as it has not been handed down a verdict at the first court level.

During the inspection process at the first Judicial level in the District Court, the Plaintiff can and is justified in submitting a seizure request. The provisions of this deadline, explicitly referred to in Article 227 paragraph 1 HIR/261 paragraph 1 Rbg which says, confiscation of the assets of the Defendant (Debitor) can be requested as long as the decision has not been made on the case. Even as explained earlier, the seizure request can be submitted together with the claim through a way of including the request in the claim in question. Starting from this method, basically the seizure request can be submitted from the moment of submission of the claim, until the District Court drops the Decision. In other words, since the case is registered in the Registrar's Office, confiscation can be requested, whether it is stated in a lawsuit or with a stand-alone request letter.

b. Can be submitted during a decision not executed

This provision is stated in Article 227 of the HIR/261 Rbg paragraph, which reads: "As long as the execution of the Decision has not been executed, thus either as long as the Decision has not yet obtained permanent legal force or as long as the Decision has not been executed, the Plaintiff may submit seizure requests for Defendant property". Noting this provision, seizure requests can not only be submitted during a case examination at the first level in the District Court, but can also be submitted at all levels of examination, during the examination of the Appeal level at the High Court or during the examination process at the Cassation level at the Supreme Court.

There is a possibility that there is an urgency to ask for seizure during the inspection process at the Appeal or Cassation level, ie if during the inspection process at the first level in the District Court, plaintiff does not file a seizure request. Only after the examination at the Plaintiff's Appeal level is aware that it is necessary to place the confiscation of the Defendant's assets, to avoid the embezzlement of the property by the Defendant, or whether at the first level or at the Appeal level, the Plaintiff does not ask for confiscation, then realize the importance of seizure after the examination Cassation. In such a case arises the urgency of filing a confiscation at the level of Appeal or Cassation or seizure request becomes urgent at the level of Appeal or Cassation, if the seizure request submitted at the first level is rejected by the District Court.

The provisions of the collateral seizure are contained in Article 227 HIR/261 Rbg which states "if there is a reasonable presumption, that

a person owes, while the decision has not been imposed on him, or while the verdict that defeats him cannot be executed, looking for reason will darken or bring the good permanent or permanent, with the intention of keeping these items away from the debt collector, then at the request of the interested party the Head of the District Court can give orders, seize the goods to safeguard the rights of the party entering the request and face the claimant the first District Court trial to then file and strengthen the claim".

CONCLUSION:

Based on the discussion of the problems raised above, conclusions can be drawn as follows:

1. The position of interest that is placed on the collateral seizure, cannot be controlled by the owner, but is controlled under the control of the applicant seized guarantee based on court decisions.
2. Execution of Underwriting Rights that have been placed on seizure guarantees, the execution can be carried out through the assistance of a local Court that decides the case through a public auction.

Based on what has been described in the problem, the discussion and conclusions above can be given the following suggestions:

1. There needs to be an additional procedure in the legal provisions for a Plaintiff who wants to apply for seizure on land to the Court. Before advancing the application for confiscation of land, the Plaintiff is required to at least check the field to obtain information relating to the land, such as who is the last owner of the land. Furthermore, if the Plaintiff knows the certificate number of the land, a certificate can be made to the National Land Agency (BPN). This is to minimize the request for confiscation of land that can harm all parties, including the Plaintiff himself, in connection with the consequences of the collateral seizure based on the jurisprudence of the Supreme Court Decision Number 394 K / Pdt / 1984 on May 31, 1985.
2. There needs to be sanctions related to the late registration of the Deed of Assignment (APHT) to the Office of the State Land Agency (BPN) conducted by PPAT and Notary, these sanctions can be in the form of Civil sanctions in the form of compensation payments. Civil Sanctions in the form of compensation payments can be prosecuted under Article 1365 of the Civil Code concerning Acts against the Law.

REFERENCES:

1) H. Salim HS and Erlies Septiana Nurban, Application of Legal Theory in Dissertation and Thesis Research (Second Book), Jakarta, PT. Raja Grafindo Persada, 2014, p. 34.
2) Peter Mahmud Marzuki, Introduction to Law, Jakarta, Kencana Pranada Media Group, 2008, p. 158.
3) Sudikno Mertukosumo, Knowing Law, Yogyakarta, Liberty, 1988, p. 136
4) B. Arief Shidarta, Law and logic, Bandung, PT. Alumni, 2006, p. 85.
5) Mulhadi, Company Law, Forms of Business Entities in Indonesia, Bogor, Ghalia Indonesia, 2010, p. 8.
6) Binoto Nadapdap, Limited Liability Company Law Based on Law No. 40 of 2007, cet 2, Jakarta, Aksara, 2014, p. 6.
7) An agreement is an event where a person promises to another person or where two people promise each other to do something. Subekti, Legal Agreement, cet 21, Jakarta, PT. Intermasa, 2005, p. 1.
8) Soerjono Soekanto and Sri Mamudji, Normative Legal Research A Brief Review, cet 16, Jakarta, PT. Raja Grafindo Persada, 2014, p. 13.

9) Zainuddin Ali, Legal Research Method, cet 5, Jakarta, Sinar Grafika, 2014, p.105.
10) Zainuddin Ali, OP Cit, p.225
11) Burhan Ashshofa, Legal Research Methods, Jakarta, PT. Rinek Cipta, 1996, p. 20.
12) Habib Adjie , the Right Mortgage For Guarantee Institute of Land, Bandung, CV. Mandar Maju, 2000, p.2.
13) Sutan Remy Sjahdeini, Mortgage Rights, Principles, Basic Provisions and Problems Faced by Banking (A Study of the Mortgage Law), Bandung, Alumni, 1999, p. 2-3.
14) Ibid.
15) Habib Adjie, op.cit, page 3.
16) Adrian Sutedi, op.cit, p. 7
17) Marianne Termorshuizen, Dictionary of Dutch-Indonesian Law, Jakarta, Djambat, 1999, p. 49.
18) Merriam Webster's, Dictionary of Law, Merriam Werbster Springfield, Massachusetts, 1996, p. 451
19) Retnowulan Sutantio and Iskandar Oeripkartawinata, Civil Procedure Law in Theory and Practice, Bandung, CV. Mandar Forward, 2002, page, 100
20) Decision of the Supreme Court Number 597 / K / Sip / 1983 dated May 8, 1984, contained in Indonesian Jurisprudence 1984-I, p. 165
21) Sudikno Mertokusomo, op.cit, p. 178
22) M. Yahyah Harahap, Civil Procedure Law, About Lawsuits, Trials, Foreclosures, Proofs, and Courts , Jakarta, Sinar Grafika, 2007, p. 288
23) Subekti, Civil Procedure Code, Bandung, Bima Cipta, 1977, p. 49.