



## LEGAL CERTAINTY OF THE SALE OF STATE RECEIVABLES IN THE FORM OF CESSIE TO BUYERS AFFILIATED WITH THE DEBTOR

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<p><b>Received:</b> 30<sup>th</sup> April 2022 <b>Accepted:</b> 28<sup>th</sup> May 2022 <b>Published:</b> 28<sup>th</sup> June 2022</p>	<p>Decision of the Financial Sector Policy Committee Number: Kep.03/K.KKSK/II/2000 dated November 10, 2000 and Guidelines for the Implementation of the Credit Asset Sales Program III (PPAK III) of the National Bank Restructuring Agency which prohibits the purchaser of receivables from having a relationship (affiliated) with the debtor, either directly or indirectly. In practice, the National Bank Restructuring Agency (IBRA) sells state receivables in the form of a Cessie to buyers affiliated with the debtor. As for the formulation of the problem in this study, namely how to regulate the sale of state receivables in the form of claims on behalf (Cessie) to buyers who are affiliated with the debtor? And how is the legal certainty of the sale of state receivables in the form of a Cessie to buyers who are affiliated with the debtor?</p> <p>This research is a normative juridical research so that what is studied is the legal principles and legal rules that are still valid from the literature and court decisions. The theory used in this research is the causal theory according to Aristotle and the legal certainty theory according to Utrecht.</p> <p>The results show that the regulation of the sale of state receivables in the form of claims on behalf of (Cessie) to buyers affiliated with the debtor, as stated in Article 613 of the Civil Code where Cessie is the delivery of receivables on behalf of and other intangible objects, is carried out by making an authentic deed or under the hand, with which the rights to the material are delegated to others. Where in the implementation must comply with the Decision of the Financial Sector Policy Committee Number Kep.03/K.KKSK/II/2000 and Guidelines for the Implementation of the Credit Asset Sales Program III (PPAK III) of the National Bank Restructuring Agency which prohibits the purchaser of receivables from having a relationship (affiliated) with debtors, either directly or indirectly. Legal certainty of the sale of state receivables in the form of a Cessie to buyers who are affiliated with the debtor is still valid if the transfer process is in accordance with the provisions of Article 613 of the Civil Code and in accordance with the provisions of Article 1320 of the Civil Code. However, if the seller can legally prove that in the process of buying and selling state receivables in the form of a Cessie there is a legal fact of affiliated parties, then the sale of state receivables can be cancelled. In this case, it is not "null and void" but becomes "cancellable" until the judge decides. This is because the sale and purchase of state receivables in the form of a Cessie violates subjective conditions, so that the seller as the aggrieved party has the right to request the cancellation of the agreement and demand recovery as before.</p>

**Keywords:** Legal Assurance, Cessie, Affiliated Buyer

### INTRODUCTION

Amount demands in field business, force businessman thinking a how to make business or his business permanent take place. one method used is look for additional funds. For Entrepreneurs , funds are needed for build and develop effort, with hope the more many injection of incoming funds for development effort , then his business the more growing and growing big so that businessman the could sufficient needs life and employees . In the business world , funds are the " heart " for something company in To do activity his business . Like humans who don't possible life without heart , thing that similar with something a company that if no have funds then company it will also bankrupt . So that compel company for look for loan funds, one of which obtained from the banking world with To do Agreement Credit . (Hartanto, 2015).

Credit syndicate is alternative financing for entrepreneurs who want to looking for business funds in amount big without must violate limit gift allowed credit \_ for banks with collect 2 or more bank for Becomes creditor . Diversion credit syndicate could done by creditor with a number of way , one of them is *Cessie* along diversion the carried out by creditors who have authority for Act free on the debt you want diverted to party third for Becomes creditor new .

According to Article 613 Civil Code *Cessie* is submission will accounts receivable on name and object not bodied other conducted with Street make a deed authentic or below hand, with which the rights on material that bestowed to others. (Subekti and R. Tjitrosudibio, 2003). For could holding *Cessie* must preceded with existence something incident civil predecessor like agreement buy and sell Among old creditor with candidate creditor new (Suharnoko and Hartati, 2005), which later followed with making deed *Cessie* deep one contents must mentioned creditor deliver the rights you have by him to debtor based on agreement credit to and received by creditors new as big as right old creditor against debtor. Iriawan , 2005). Position debtor in *Cessie* character passive because *Cessie* new will have consequence to debtor until notified happening diversion the to debtor or by written approved and acknowledged. This thing because by law *Cessie* no cause write off debt but only cause change creditor as consequence happening diversion. Adiwarman, 2018)

However so, definition about *Cessie* no mentioned and/ or spelled out with straightforward and clear inside regulation legislation that. This thing could seen from Article 613 paragraph (1) of the Civil Code which reads: submission will accounts receivable on name and object not bodied other , done with Street make a deed authentic or below hand, with which the rights on material that bestowed to other people. ( Rachmad Setiawan and J Satrio, 2010).

Article 613 of the Civil Code mention that accounts receivable or bill on name. In bill on name, debtor knowing with certain who the creditor. one characteristic characteristic possessed by a bill on name is that bill on name no have existence. If made something letter debt, then letter debt only apply as tool proof course. This thing caused because existence letter debt in form whatever no is something important from something bill on name. With thereby then, if bill on name poured in form letter debt , then submission by physique letter debt that not yet divert right Proven invoice with the letter in question . For divert bill on name, required deed submission bill on deep name doctrine and jurisprudence called as deed *Cessie* . On *Cessie* , rights owned by switch and with made deed *Cessie*, then delivery to on name has finished .

Receivables referred to in Article 613 of the Civil Code is right accrued bills \_ from existence connection law borrow money from something activity distribution facility credit between the Bank as creditor with the debtor. Receivables or right accrued bills from connection law borrow money or from activity distribution the bank credit could diverted to party three, with method *Cessie*.

However, how if *Cessie* conducted to the bill which is part from credit syndicate whereas our know credit syndicate involve more from 1 creditor. Amount parties involved in something credit syndicate make plot connection in agreement credit syndicate different with agreement credit in general which only consist from 1 ( one ) creditor and 1 ( one ) debtor course . So from that important for knowing each creditor 's share when a creditor syndicate want to To do *Cessie* because existence principle *nemo plus iuris transferee potest , quam ipse habet* which means " someone " no can divert more than he \_ have ." ( J. Satrio , 2012).

As occur in case PT TPN, which obtained credit facilities through a syndicated bank (Bumi Daya Bank/BBD, National Dagang Bank/BDN, Indonesian Export Import Bank/Exim Bank and Indonesia Development Bank/Bapindo) . On March 31 , 1999 at which time solution crisis banking conducted by IBRA, Bank Bumi Power ( now become Bank Mandiri ) transfer management of PT TPN's debt to IBRA. When the ARO Current Account and Time Deposit funds ( PT TPN 's debt guarantee ) are still in confiscated status tax , IBRA has sell right receivables / receivables an . PT TPN ( *Cessie* ) to PT Vista Bella Pratama (PT. VBP) and then the debt of PT TPN for sale return to Amazona Finance Ltd. However in developments , the Minister of Finance of the Republic of Indonesia knows that PT Vista Bella Pratama have affiliation with PT TPN as debtor , so that sell buy right receivables / receivables between IBRA and PT Vista Bella Pratama canceled by the Minister of Finance , which resulted in right bill PT TPN back be State Receivables .

### LITERATURE REVIEW

In Indonesia, one of the definitions of *Cessie* was put forward by Subekti. In Subekti's opinion, *Cessie* is a way of transferring receivables on behalf of where the receivables are sold by the old creditor to the person who later becomes the new creditor, but the legal relationship of the debt and receivables is not written off for a moment , but in the whole it is transferred to the new creditor.

*Cessie* is a method of transferring and/or handing over receivables on behalf of as referred to above in Article 613 of the Civil Code. However, *Cessie 's words* are not found in In the laws in force in Indonesia, *Cessie* is only known from *legal doctrines* and jurisprudence.

Besides Subekti, an Indonesian legal expert who also expressed an opinion about *Cessie* was M. Yahya Harahap (1986) . *Cessie* according to Yahya Harahap is a transfer of bills. With the existence of *Cessie* , the payments made by the debtor are not made to the original creditor but to the substitute creditor person or *cessionary* who has replaced the position of the original creditor. Payments made to cessionaries *are* as true as they have made *in person* payments to creditors themselves.

Meanwhile, according to Munir Fuady (2006) , *Cessie* is the transfer of receivables from old creditors to new creditors. Furthermore, Munir Fuadi said that the handover of receivables in the name and other intangible goods is carried out by making a deed (authentic or in under the hand), which is called *Cessie 's deed* which delegates the rights

to the goods to someone else. The transfer will have no consequences for the debtor before the delivery is notified to him, approved in writing, and acknowledged by him.

Besides the three Indonesian legal experts, above, Mariam Daruz Badruzaman (2010), also expressed his opinion about *Cessie*, namely an agreement in which the creditor transfers his receivables (on behalf of) to another party. *Cessie* is a material agreement that is preceded by a "title" which is an obligatory agreement.

One of the definitions of *Cessie* known in law is the definition put forward by Vollmar. The definition of *Cessie* was translated by Tan Thong Kie (2007) as a term commonly used for the delivery of a receivable.

In addition to Vollmar, other legal experts Schermer also provides a definition of *Cessie*. Schermer's opinion about *Cessie* was later translated by Tan Thon Kie stating that *Cessie* is the delivery of a receivable on behalf of a creditor who is still alive to another person, by means of which the latter person becomes the creditor of a debtor who is burdened with the receivables.

Strictly speaking, Article 613 of the Civil Code states that receivables regulated in Article 613 of the Civil Code are receivables or claims on behalf of. In a bill on behalf of, the debtor knows for sure who the creditor is. One of the characteristics possessed by a bill in the name is that the bill in the name is not having a form. If a debenture is made, the debenture is only valid as evidence. This is because the existence of a debt in any form is not an important part of a claim on behalf of. Thus, if the claim on behalf of the debtor is stated in the form of a debenture, then the physical delivery of the debenture has not yet transferred the claim rights as evidenced by the letter concerned. In order to transfer the invoice in the name, a deed of submission of the bill in the name is required which in doctrine and jurisprudence is called the *Cessie deed*. to *Cessie*, the ownership rights are transferred and with the making of *Cessie's deed*, the *levering* has been completed.

Receivables referred to in Article 613 of the Civil Code are collection rights arising from the existence of a borrowing and borrowing legal relationship between the lender (the lender). owe) with the borrowing party (the debtor) or from a credit facility distribution activity between a Bank or non-bank financial institution as the creditor and the debtor. Receivables or receivables arising from the legal relationship of borrowing and borrowing money or from the bank's lending activities can be transferred to third parties, by *Cessie's method*. Although the provisions of Article 613 of the Civil Code also apply to the transfer of other intangible objects, but as stated in the background the author only focuses on the transfer of receivables or bills on behalf of only.

If you pay attention to the provisions of Article 613 of the Civil Code, the arrangement in Article 613 of the Civil Code is regarding the submission of receivables in the name and other intangible objects. With regard to the word "receivables" in Article 613 of the Civil Code, this shows that what can be transferred is a receivable and not a debt. In this regard, only creditors can transfer their receivables while debtors are not entitled to transfer their debts. The provisions stipulated in Article 613 of the Civil Code can only be made to replace debtors.

The provisions of Article 613 of the Civil Code regulates how to submit an account receivable. How to make a transfer of receivables on behalf of *Cessie*. Receivables that can be transferred or transferred by *Cessie's way* are only receivables on behalf of the creditor. With the delivery of receivables by *Cessie*, the third party becomes a new creditor who replaces the old creditor, which is also followed by the transfer of all rights and obligations of the old creditor to the debtor to a third party as the new creditor. This is because the transfer of receivables by *Cessie* does not result in the termination of the existing agreement between the creditor and the debtor. The legal relationship between debtors and creditors based on pre-existing credit agreements is not broken so that there is no new legal relationship that replaces the old legal relationship. The old agreement still exists and is valid and binds the debtor and creditor who receives the transfer of the said receivable. Thus, what happens is the transfer of all rights and obligations of creditors based on existing credit agreements to third parties who then become new creditors. (Badruzaman, 1984).

Article 613 of the Civil Code states that "Submission of receivables in the name and other intangible objects is carried out by making an authentic deed or under the hands, where the rights to the material are delegated to others. Such a delivery for the debtor (debtor) has no consequences, but after the delivery has been notified to him or in writing, he agrees and acknowledges it.

*Cessie* is a method of transfer/or transfer of property rights in which the object of the transfer referred to here is a receivable on behalf of. Transfer of receivables on behalf of *Cessie* can occur as an *accessoir* of a principal agreement. Where there is a legal event that precedes it and can also occur without a prior legal event so that *Cessie* is an obligator over herself because it is a legal event itself. Regarding whether or not there is a legal event in advance to be able to make a transfer of a receivable on behalf of or other intangible objects, it is not regulated in Article 613 of the Civil Code. So without any legal event that preceded it, *Cessie's deed* can still be made and *Cessie's transfer of receivables* can still be carried out by creditors to third parties who will become new creditors.

Based on From the descriptions above, it appears that *Cessie* is a way to transfer receivables on behalf of without causing a credit/borrowing agreement which causes the receivables to be written off. *Cessie* is a method of transfer and/or transfer of property rights in which the object of the transfer referred to here is a receivable on behalf of. The transfer of receivables on behalf of *Cessie* can occur as an *accessoir* of a main agreement in which there is a legal event that precedes it and can also occur without a legal event beforehand so that *Cessie* is obligatory on itself because it is a legal event itself.

Obligatory agreement is an agreement that gives rise to an engagement, meaning that since the occurrence of the agreement the rights and obligations of the parties arise. The buyer has the right to demand delivery of the goods, the seller has the right to pay the price. Because the matter regarding whether or not there is a legal event in advance

to be able to transfer a receivable in the name or other intangible object is not regulated in Article 613 of the Civil Code, without a legal event that precedes it, *Cessie's deed* can still be made and the transfer of receivables *Cessie still can* be done by creditors to third parties who will become new creditors.

### METHOD STUDY

Type research used \_ in study this that is study juridical normative . Study juridical normative that is with study regulation legislation , theories related law and jurisprudence \_ with the problems discussed . ( Rony Hanitijo Soemitro , 1988).

In study this , writer analyze case which occur related certainty law sale state debt in form *Cessie* to affiliated buyers \_ with debtor , learn materials law as reference in solution problem research , and regulation legislation which issued government , which will studied based on theories and conditions applicable law .

In relation with research that is normative , approaches that can used namely : approach philosophy, approach legislation, approach analytical approach historical approach concept , approach cases , and approaches comparison. (Irawan Suhartono , 1999)

To problem under study in study this , then approach problem used is approach legislation ( *statute approach* ) originating from the relevant legislation adrift with issue law and use approach the case ( *case approach*) carried out with method To do study to related cases with issues faced that have been Becomes decision the court that has have strength law fixed , as study tree inside approach case in consideration court for until to something decision in skeleton answer contents from problems and concepts expressed in study about certainty law sale state debt in form *Cessie* to affiliated buyers with debtor .

Collection materials law conducted with method identify and inventory rule law positive , research ingredient library ( books , journals scientific report \_ results research ) , and sources ingredient law other relevant \_ with problem the law under study. Materials the law already collected , next classification , selected and ascertained no contrary one each other, for make it easy analysis and construction . (Salim, 2013)

### RESULTS AND DISCUSSION

#### A. Sale Receivables In Form *Cessie*

*Cessie* is something method for To do diversion accounts receivable on name from old creditor to creditor new . In Thing happening *Cessie* , appear presence party third as creditor new . Presence party third for take over rights and obligations old creditors that arise based on agreement credits made by old creditors with debtor . taker switch receivables are also accompanied taker switch rights and obligations performed with method creditor new buy accounts receivable the to old creditor . However the old saying remains there is however diverted to creditor new. With do diversion accounts receivable, everything terms and relations the law regulated in \_ agreement credit switch and bind to creditor new. Connection law Among creditor with debtor permanent exists and applies as arranged in agreement credit . Only only , the creditor person referred to in agreement credit no again old creditor but creditor new take over accounts receivable old creditor against the debtor, as follows: with whole rights and obligations old creditor based on agreement credit .

Moment apply it effective something diversion accounts receivable, old creditors don't again entitled for accept payment / settlement debt debtor to him . Every payment or repayment Becomes right creditor new. Likewise with right debtor new on guarantee objects that have been given by the debtor to creditor based on agreement credit / loan . So that interests and rights Creditor new protected , creditor new concerned \_ Required tell Thing about diversion accounts receivable the to debtor . Notice in question here is notification official . Notification official this aim for warn to debtor that creditor has deliver the debt to party third so that since moment that every payments made by the debtor concerned with the debt to creditor Required paid to party the third concerned as creditor new .

Diversion accounts receivable by *Cessie* have linkages with agreement credit that results in emergence transferred receivables it . Agreement Credit is agreement not named . *Cessie* related with right creditor new for get payment on accounts receivable old creditor from the amount of money owed and obligatory paid by debtor based on agreement credit must addressed and/ or handed over to creditor . However with diverted accounts receivable by the creditor concerned to party third , then right for accept payments and rights other The following are the obligations of creditors : based on agreement credit meant switch to party the third to be creditor new . Though it seems agreement credit have linkages with agreement diversion accounts receivable by *Cessie* ( agreement *Cessie* ), however agreement credit that results in emergence transferred receivables that no influence agreement *Cessie* .

Although transferred receivables by *Cessie* no is *accessories* from connection borrow borrow money in agreement the credit concerned . Throughout diversion accounts receivable by *Cessie* held in accordance with Article 613 of the Civil Code and agreements *Cessie* made with Fulfill provision condition valid agreement as referred to in Civil Code , then agreement *Cessie* is legitimate . ( Siti Nur Janah , 2016). Inside agreement The arranged *Cessie* is about diversion accounts receivable on name , then accounts receivable on name the is object agreement *Cessie* . As object in agreement *Cessie* , handed over by creditors as owner accounts receivable to party third as buyer accounts receivable is in the form of the debt in question . Receivables transferred in agreement *Cessie* this give right bill to receiver *Cessie* on each and all required amount of money paid by the debtor / borrower to creditor based on agreement credit / loan . With made agreement *Cessie* , then old creditor as owner accounts receivable has To do his obligations deliver accounts receivable as referred to in \_ agreement *Cessie* .

Agreement *Cessie* made by legitimate in accordance with provision Article 613 of the Civil Code and fulfills the requirements valid agreement in accordance with Civil Code, stay legal and binding for the parties who make it. If after agreement *Cessie* made, debtor declared bankrupt or condition financial debtor experience drop so that creditor new (Party third) no could do billing to debtor on receivables transferred by the old creditor to him, then old creditors who did diversion the debt in question no could requested be responsible the answer on Thing that, except if inside agreement *Cessie* said on the contrary. Throughout agreement *Cessie* made with Fulfill provision Article 613 of the Civil Code and fulfills provision Article 1320 of the Civil Code, agreement *Cessie* permanent valid, only just creditor new as receiving party diversion no could accept right on the debt in question as specified in agreement *Cessie*.

That thing because something transaction sell buy not yet result in the switch right belong to. by cause that in Thing object transaction sell buy is in the form of accounts receivable on name, then diversion right owned by this conducted with method *Cessie*. However, the agreement *Cessie* new could character *accessories* from agreement sell buy accounts receivable when agreement *Cessie* made separated from agreement sell buy on the name where the agreement sell buy accounts receivable that as agreement basically. However, if Thing about deal sell buy accounts receivable on name and submission accounts receivable on name the listed and/ or set in something same agreement that is inside agreement *Cessie* so *Cessie* no character *accessories*.

Though Thus, ignorance and/ or no told to debtor by creditor new about has do diversion accounts receivable by *Cessie* the no influence validity agreement *Cessie*. Throughout agreement *Cessie* Fulfill condition valid agreement as specified in \_\_ Civil Code, then agreement *Cessie* permanent valid and valid. However, if \_\_ debtor permanent consider old creditor as creditors and do payment and/ or repayment the debt to old creditor based on agreement credit made between \_\_ them, if deed this done because \_\_ his ignorance about has occur diversion on the debt in question from old creditor to party third as creditor new, then Thing this no could to blame to debtor.

Based on provision Article 613 of the Civil Code diversion accounts receivable on name Required conducted in form deed authentic or below \_\_ familiar hand \_\_ with name agreement diversion accounts receivable by *Cessie* or agreement *Cessie*. Done created and tagged handle ( deed ) agreement *Cessie*, the receivables in question already handed over to creditor new / *cessionary*, so that party third ( creditor new ) is owner accounts receivable. Agreement *Cessie* including in realm law agreement, then in make agreement *Cessie*, parties must notice related matters with valid something agreement as arranged in Civil Code.

### **B. Legal Relations Between Debtors (Cedent), Old Creditors (Cessus) and Creditors New (Cessionaris) Result Sale Receivables by Cessie**

As something method diversion accounts receivable on name by bank as creditor, *Cessie* have linkages with agreement credit that results in emergence transferred receivables that. Receivables is something engagement or connection born law from existence something agreement borrow borrow money between debtors and creditors, while *Cessie* as has been outlined previously is something method diversion accounts receivable on name from old creditor to creditor new.

In something agreement bank credit, bank arrange various type clause in it, which if seen from corner look law engagement, then terms and conditions from agreement credit this including to in agreement one-sided. It says agreement unilateral because no there is bid bid Among debtors and banks. This is what then called as agreement standard or agreement raw. by general contents agreement credit containing party giver credit, goal gift credit, amount cost project, size credit provided by the bank, the level of flower credit, fees else, term time return, schedule return, schedule payment, guarantee credit, conditions that must be fulfilled before disbursed, liability customer During credit not yet paid off, and the rights owned by the bank during credit not yet paid off, including containing clause about existence *Cessie*. ( July Irmayanto, 2004).

Bank set up in agreement credit that debtor agree and agree for give right fully to the bank for deliver receivables ( *Cessie* ) and or bank bill against debtor following all promises the *accessories*, including rights on guarantee credit to other parties determined by the bank itself every moment if required by the bank. With thereby related diversion accounts receivable by *Cessie* because the bank arranged it in agreement the credits he made, and things this tie debtor as the requesting party credit and sign agreement credit that.

Agreement *Cessie* could character *accessoir* and maybe not character *accessories*. If diversion accounts receivable by *Cessie* conducted in connection with has happening incident the law that preceded it so agreement *Cessie* will character *accessories*. Agreement *Cessie* can also be incident law so that he character obligatory on herself alone. If diversion accounts receivable by *Cessie* conducted in connection with has happening incident the law that preceded it so agreement *Cessie* will character *accessories*.

Although transferred receivables by *Cessie* the arise from agreement credit, will but *Cessie* no is *accessories* from connection borrow borrow money in agreement the credit concerned. *Cessie* is *accessories* from incident law certain. Incident the law in question that is one of them could in the form of sell buy between \_\_ creditor with party third. In Thing something incident sell buy accounts receivable on name occur precede agreement *Cessie* and the agreement *Cessie* that made as something *levering* in connection with transaction sell buy the so agreement *Cessie* this character *accessories* with agreement sell buy accounts receivable as agreement basically. ( Siti Nur Janah, 2013)

That thing because something transaction sell buy not yet result in the switch right belong to. because \_\_ that, in Thing object transaction sell buy is in the form of accounts receivable on name, then diversion right owned by this conducted with method *Cessie*. However, the agreement *Cessie* new could character *accessories* from agreement sell

buy accounts receivable when agreement *Cessie* made separated from agreement sell buy accounts receivable on the name where the agreement sell buy accounts receivable that as agreement basically . However , if Thing about deal sell buy accounts receivable on name and submission accounts receivable on name the listed and/ or set in \_ one same agreement that is inside agreement *Cessie* so *Cessie* in Thing this is incident law and agreement *Cessie* no character *accessories* .

Generally in agreement credit , *Cessie* character *accessories* because *Cessie* started with existence agreement sell buy accounts receivable Among old creditor with creditor newly poured in a Deed Notary Public title Agreement Sell Buy Receivables . Next for submission accounts receivable to creditor new in connection with agreement sell buy accounts receivable that , made Deed Notary Public title Diversion Rights to Bills ( *Cessie* ). So agreement the tree that precedes agreement *Cessie* is agreement sell buy accounts receivable from old creditor to creditor new .

In practice , agreement sell buy accounts receivable of course possible for made separated from agreement *Cessie* . As for what becomes the reason is because price sale accounts receivable on the name agreed upon by the creditor as seller with party third as buyer want kept secret from debtor because debtor considered no need knowing about Thing that . because that , which is listed in agreement *Cessie* only big accounts receivable or bill that can sued the payment by the recipient *Cessie* as creditor new from debtor . Amount which debt is mandatory? paid by debtor to creditor as agreed in agreement credit .

Notification has happening *Cessie* to debtor enough given by written only , origin notification that to the debtor . Notification this aim for warn to debtor that creditor has deliver the debt to party third so that since moment that every payments made by the debtor concerned \_ with the debt to creditor Required paid to party the third concerned as creditor new . ( Rudy Haposan Sihaahnan , 2020).

Article 613 of the Civil Code say that deed *Cessie* new apply to debtor if to him already notified existence *Cessie* or by written has Approved or recognized by him . *Cessie* new have influence / power work to debtor , if he has notified by written or by written he has agree or admit it . Agreement from debtor to *Cessie* has visible and binding with existence agreement where is the credit in it set clause about *Cessie* by creditor or banks.

In something engagement borrow borrow money based on agreement bank credit , accounts receivable on name meant is accounts receivable on bank name as the party who lends money or who owns accounts receivable to the debtor . Receivables transferred in agreement *Cessie* that give right bill to receiver *Cessie* on each and all mandatory amounts paid by debtor to creditor based on agreement credit . Diversion receivables made by the bank as creditor the result in the switch right bill or accounts receivable on the debtor concerned to party third later replace position old creditor as new creditor .

Registration diversion right dependents from old creditor to creditor new consequence existence *Cessie* , no need conducted roya right dependents more formerly for then registered right dependents new again . because with *Cessie* , even though the debtor 's debt Becomes has paid off to the old creditor , will but not yet paid off to creditors new . So that could said debtor's debt not yet ends , while roya new could conducted when the debtor 's debt has paid off and accounts payable could declared ends . because of that , creditor new enough notify the Land Office with register transition right dependents from old creditor for on name himself .

Though submission accounts receivable has carried out by the old creditor as owner accounts receivable to creditor new , will but if after made agreement *Cessie* that , because something valid reason , agreement credit that results in emergence accounts receivable that set cancellation by court consequence existence application cancellation filed by the party third or transferred receivables that null and void so that creditor new no could To do billing to debtor on receivables transferred by creditors to him based on agreement *Cessie* in question , then in Thing this agreement *Cessie* permanent legitimate . Agreement *Cessie* made by legitimate in accordance with provision Article 613 of the Civil Code and fulfills the requirements valid agreement in accordance with Civil Code , stay legal and binding for the parties who make it . However , regarding with Thing that , the old creditor as owner accounts receivable could declared has To do action default on agreement *Cessie* .

With so , if after made agreement *Cessie* it turns out there is the party requesting the agreement credit that results in emergence transferred receivables the canceled or agreement credit that Becomes null and void , then old creditor as owner transferred receivables that could declared has violate agreement *Cessie* and do default .

### **C. Dispute Sale Domestic Receivables \_ Form *Cessie* To Creditor New ( *Cessionaris* ) Affiliated With Debtor**

In 1997 PT. Timor Son National get facility credit investation from Bank Dagang Negara Branch Jakarta Thamrin of USD23,386,792 (USD two twenty three million three hundred eight twenty six thousand seven hundred nine twenty two ) and Rp. 173,619,744,412.00 ( one hundred seven twenty three billion six hundred nine mercy million seven hundred four twenty four thousand four hundred and two fifteen rupiahs) with guarantee main in the form of land and building land factory located in Cikampek , Karawang regency , Province West Java .

In 1998 PT. Timor Son National return get facility working capital credit from Earth Bank Power branch Jakarta Imam Bonjol of USD260,112,092 (USD two hundred and six twenty million one hundred two mercy thousand nine twenty two ) with guarantee main in the form of Right on bill ; Right on claim insurance ; Timor car stock ; Deposit; Personal Warranty Hutomo Mandala Putra.

However on March 31 , 1999, the credit of PT. The National Son of Timor jammed , then in skeleton implementation of health programs banking , settlement credit in arrears amounting to Rp.4,045,756,668,138.48 ( four

trillion four fifty five billion seven hundred and fifty six million six hundred six twenty eight thousand one hundred three twenty eight rupiah and four twenty eight cents ) transferred to the Health Agency National Banking (IBRA) .

On April 15, 2003, the Health Service Banking National has sell right the bill / receivable on PT. Timor Putra Nasional to PT. Vista Bella Primary amounting to Rp444,558,608,777.77 ( four hundred and four twenty four billion five hundred fifty eight million six hundred eight thousand seven hundred and seven twenty seven rupiah and seven twenty seven cents ) based on Deed Agreement Sell Buy Receivables April 15, 2003 legalized by a notary Buntario Tigris Darma Number 935/2003/leg. With so , right bill on accounts receivable the switch from Health Agency National Banking to PT. Vista Bella Primary .

Sell buy accounts receivable the set and must submit to Decision n Committee Policy Sector Finance Number Kep.03/K.KKSK/ II /200j0 dated November 10, 2000 and Guidelines Sales Program Implementation Asset Credit III (PPAK III) Agency Health National Banking dated January 31 , 2003 which forbid party buyer receivables PT. Vista Bella Primary have connection ( affiliated ) with debtor PT. Timor Son National, good by direct nor by no straight away .

But in fact PT. Vista Bella Primary who did purchase to right receivables / receivables PT. Timor Putra National and Health Agency National Banking dated April 15 , 2003 then it turns out affiliated with PT. Humpuss whose stock owned by Hutomo Mandala Putra as President Director and Holders of 999,999 shares ( nine hundred and nine twenty nine thousand nine hundred nine twenty nine ) sheets share or 99.99% ( nine twenty nine coma nine twenty nine percent ) shares of PT. Timor Putra National by Deed Establishment of PT. Timor Putra Nasional Number 116 dated August 25 , 1995, drawn up by a Notary Sutjipto , SH, in Jakarta. Based on Thing the so sell buy right receivables / receivables between IBRA and PT Vista Bella Pratama canceled by the Minister of Finance , which resulted in right bill PT TPN back be State Receivables .

### CONCLUSION

Based on description and discussion on chapter before , then writer give conclusion as following :

1. Arrangement sale state debt in the form of bill on name ( *Cessie* ) to affiliated buyers \_ with debtor that is as mentioned Article 613 Civil Code where is *Cessie* is submission will accounts receivable on name and object not bodied other conducted with Street make a deed authentic or below \_ hand , with which the rights on material that bestowed to other people. where in implementation sell buy accounts receivable the must subject to Committee Decision Policy Sector Finance Number Kep.03/K.KKSK/ II /2000 and Guidelines Sales Program Implementation Asset Credit III (PPAK III) Restructuring Agency National Banking that prohibits party buyer accounts receivable have relationship ( affiliated ) with debtor , ok by direct nor by no straight away .
2. Certainty law sale state debt in form *Cessie* to affiliated buyers \_ with debtor that is permanent legitimate if in the process of transition in accordance with provision Article 613 of the Civil Code as well as in accordance with provision Article 1320 of the Civil Code . However if party seller could prove by juridical that in the process of selling buy state debt in form *Cessie* the there is fact law affiliation of the parties , then sale the country 's debt could canceled . In Thing this nature not " null and void " but to be " can " canceled " until with the judge deciding . That thing because sell buy state debt in form *Cessie* that violate condition subjective , so seller as aggrieved party have right for ask cancellation agreement and claim recovery as state again .

Refer to results research and conclusions above , then the suggestions that can be writer convey that is as following :

1. Related Settings sale state debt in the form of bill on name ( *Cessie* ) to affiliated buyers \_ with debtor , government as maker policy expected for quick To do update law civil law , in particular related Engagement in Book -III Civil Law Code \_ with method prioritize design Law (RUU) on Engagement enter to in the National Legislation Program ( Prolegnas ) for next conducted formation Constitution engagement . This thing important done , because rule in law engagement moment this not enough appropriate in give understanding related with existence phenomena the new law . So , adjustment with condition moment this through formation Constitution Engagement is very necessary .
2. In order to create certainty law sale state debt in form *cessie* , expected sellers , buyers and debtors apply principle transparency , principle *levering* written , basic contract real ( *real* ), principle *Cessie* as institution *assessor* as well as principle *nemoplus iurist* , hal the To use minimize or prevent possibility happening dispute in implementation diversion receivables ( *Cessie* ) in the future day .

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