

FIDUCIA REGISTRATION ONLINE BY A CONSUMER FINANCING COMPANY IN PEKANBARU

¹Efrizon, ²Prof. Dr. Busyra Azheri, ³Dr. Muhammad Hasbi

¹Master Of Law Student, ²Master Of Law Lecture, ³Master Of Law Lecture
Faculty Of Law, Andalas University, Padang, West Sumatera, Indonesia

Email – efrizon142@gmail.com

Abstract: *The legal construction of the existence of a fiduciary in principle departs from the existence of guarantees for the existence of a principal agreement, either in the form of credit or debt and financing that should be able to provide legal certainty through the implementation of the fiduciary registration with the existence of consumer financing, one of the registrations that became a breakthrough by the Ministry of Law and Human Rights is the registration of fiduciary guarantees electronically or online which was previously done directly or non-electronically. In the non-electronic system or the old system, the fiduciary guarantee registration process starts from the stage of receiving files, which include: Notary Deed, Power of Attorney, Statement Letter, Proof of Payment of Non-Tax State Revenue, proof of rights, and principal agreement*

Key Words: *Online Fiduciary Registration, Financing Companies and Consumers.*

1. INTRODUCTION:

When the debtor fulfills his obligations, the creditor is obliged to return it to the ownership of the debtor. Because the debtor acts with the belief that the creditor after the debtor has paid off his obligations will not break his promise by still having the collateral object (and considers himself to be the full legal owner), then such a relationship is called a relationship based on Fides or fiduciary relationships.[1] This is in line with Prayudi's opinion, that financing with a Fiduciary Guarantee is a form of *Fiduciare Eignedom Overdracht* or "FEO" (transfer of ownership rights by trust), namely the transfer of ownership rights to an object on the basis of trust with an agreement that the object whose ownership rights are transferred is physical control. still remains with the fiduciary giver, for that it is necessary to register the fiduciary.

2. THEORITICAL FRAMEWORK:

- Legal Certainty: According to Gustav Radbruch, law aims for justice, utility and legal certainty.[2]
- Legal Protection Theory: Law as a set of rules or rules contains content that is general and normative, general because it applies to everyone, and normative because it determines what can and cannot be done, as well as determining how to implement compliance with the rules.[3]

3. LITERATURE REVIEW:

According to Abdulkadir Muhammad, an agreement is an agreement in which two or more parents bind themselves to each other to carry out something in the field of wealth.[4]

According to Article 1 number 2 of Presidential Decree No. 61 of 1988, what is meant by a Financing Institution is "a business entity that carries out financing activities in the form of providing funds or capital goods without withdrawing funds directly from the public".

The fiduciary agreement is made in writing with the aim that the fiduciary holder creditor for his interests will demand the easiest way to prove the delivery of the guarantee to the debtor.

Notaries are basically public officials who are authorized to make authentic deeds unless otherwise stipulated by law.

4. METHOD: The method used in this study is an empirical juridical approach, namely an approach based on field research methods, namely examining applicable legal provisions and what is happening in people's lives.[5]

5. DISCUSSION:

Basically, the existence of consumer financing is one form of spending that is very important in the business world. The form of consumer financing greatly contributes to the development of economic growth and the needs of the community. Institutional transfer of ownership rights for the existence of trust in other parties, as a result of the financing carried out. Where in the control of the object that is used as the object of consumer financing to the debtor which object has become and or on behalf of the debtor. That is, the legal construction of the existence of a fiduciary in principle departs from the existence of a guarantee for the existence of a principal agreement, either in the form of credit or debt and financing that is carried out which should be able to provide legal certainty through the implementation of the fiduciary registration with the existence of consumer financing carried out, one of the registrations that A breakthrough by the Ministry of Law and Human Rights is the registration of fiduciary guarantees electronically or online which was previously done directly or non-electronically. In the non-electronic system or the old system, the fiduciary guarantee registration process starts from the stage of receiving files, which include: Notary Deed, Power of Attorney, Statement Letter, Proof of Payment of Non-Tax State Revenue, proof of rights, and principal agreement. The documents in this non-electronic process are all still in paper form.

6. ANALYSIS:

A. Implementation of online fiduciary registration by consumer finance companies in Pekanbaru

The main purpose of registration in the Fiduciary Guarantee is to fulfill the publicity principle as well as fulfill the publicity principle, it will provide protection to the interests of the fiduciary recipient (creditor). This is because fiduciary is a guarantee that is based on the trust of the fiduciary recipient where the fiduciary goods remain in the control of the fiduciary giver, or in other words, the fiduciary guarantee is a guarantee that gives the fiduciary giver the right to continue to control the object that is the object of the fiduciary guarantee based on trust, so that protection is needed so that the goods that are the object of the fiduciary guarantee are not misused. New fiduciary guarantees exist/born since the date of registration of objects guaranteed by fiduciary in the Fiduciary Register Book.

B. Obstacles in the implementation of online fiduciary registration by finance companies in Pekanbaru

Fiduciary *online* must be received by the notary with extra care, the notary's responsibility is greater, the input space and storage of supporting documents must be specially considered, the implementation of data input must be carefully considered with the documents mastered. Notary honesty is demanded in this case, lest things happen that are contrary to the applicable laws and regulations. In this case the notary deed is an authentic deed and has the most perfect legal force of proof, because the imposition of objects with fiduciary guarantees is stated in the notary deed which is a fiduciary guarantee deed. The change in the fiduciary guarantee registration administration system from manual to online is intended to further streamline and streamline the process of implementing the administration of fiduciary guarantee registration so that it can be more effective, efficient and time efficient. Besides that, the change in the registration administration system is also intended to prevent and minimize the negative impacts that have occurred so far in the manual registration of fiduciary guarantees, namely the problem of levying fees outside the official fees that have been determined by laws and regulations.

7. CONCLUSION: From the discussion as explained earlier, several conclusions can be drawn, including:

- Implementation of online fiduciary guarantee registration by consumer finance companies in Pekanbaru, is basically carried out on the basis of fiduciary registration considerations in order to provide legal certainty to the parties, as well as legal protection in case of legal problems in the future, such as default and disputes.
- Obstacles in the implementation of online fiduciary registration are caused by a consideration that affects every process of providing consumer financing in which the fiduciary guarantee deed is registered after credit payments or vehicle payment installments are jammed or in an unhealthy condition by the consumer.

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