

Valid Requirements for Cessie Under Indonesian Civil Law

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Abstracts: Cessie is a fundamental concept in Indonesian civil law that governs the transfer of rights to receivables or intangible assets. Understanding this concept is essential for conducting cessie transactions legally and effectively within the Indonesian civil law system. Cessie plays a crucial role in supporting commercial and financial activities in Indonesia by providing a clear legal framework for transferring rights. Several requirements must be met to ensure the validity of cessie under Indonesian civil law. Firstly, there must be a clear receivable as the subject of the proper transfer, including comprehensive details regarding the amount, the debtor, and the payment terms. Secondly, notification to the debtor or written consent from the debtor is a vital requirement that ensures transparency in the change of creditor status. Without such notification or consent, Cessie will not have legal validity. In addition to these requirements, the process of executing an authentic deed or a private document also impacts the validity of the cessie. Using an authentic deed provides a higher level of enforceability and creates more substantial evidence in legal proceedings. Meanwhile, a private document is a simpler alternative that remains valid under Indonesian civil law. Cessie also plays a significant role in extending credit and other financial transactions. It allows parties involved to manage risks and ensure timely debt repayment. Cessie also creates flexibility in managing receivables and intangible assets. Understanding the requirements of cessie and its pivotal role in Indonesian civil law is crucial in maintaining legal validity and certainty in commercial and financial transactions. Cessie is a legal concept and a vital tool for facilitating economic activities in Indonesia.

Keywords: Cessie, Indonesian Civil Law, Transfer of Receivables

A. INTRODUCTION

Every nation in the world has its legal system. This also applies to the Indonesian nation, which has its legal system called the Indonesian Legal System [1]. A basic understanding of the legal system is an essential guide that discusses crucial aspects of Indonesian legal science [2]. The legal system is a system of rules in the form of orders, prohibitions, and permissibility [3]. Lawrence Milton Friedman explained that the elements of the legal system consist of legal structure, legal substance, and legal culture [4]

The legal system is the foundation underlying the legal order of a country. It regulates various legal regulations and principles that regulate the rights and obligations of individuals and legal entities. Indonesia, as a country that also adheres to a legal system based on civil law, has legal regulations that regulate various aspects of the legal life of its people.

One of the essential concepts in the Indonesian civil law system is cessie. Cessie refers to transferring rights to receivables or goods that do not have a physical form. In Indonesian civil law, Cessie has a significant role in commercial and financial transactions. However, for a cessie to be considered legally valid, a number of conditions must be met.

Cessie is an essential legal concept in Indonesian civil law, which regulates the transfer of rights to receivables or goods that do not have physical form. However, for a cessie to be considered legally valid, there are several conditions that must be met. In this article, we will explain the conditions that must be met to make a cessie valid in Indonesian civil law.

Recent research in the context of Indonesian civil law has highlighted several interesting phenomena related to the legal requirements of a cessie. The following are several legal phenomena related to the legal conditions for a cessie in Indonesian civil law:

1. Legal Protection for Debtors

One observed phenomenon is solid legal protection for parties with debts for submitted receivables. As regulated

in Article 613 of the Civil Code, explicit provisions in Indonesian civil law guarantee that the transfer of rights has no legal consequences for the debtor unless the party has been legally notified or agreed to the transfer in writing or acknowledged.

2. The Important Role of Authentic Deeds and Private Deeds

Another phenomenon is the crucial role played by authentic deeds and underhanded deeds in the case process. Using a notary to make an authentic deed provides higher validity and enforceability. In contrast, a private deed is more straightforward and does not require the role of a notary. This phenomenon highlights the flexibility in implementing cessies according to the needs and complexity of the transactions involved.

3. Submission Classification

Article 613 of the Civil Code also classifies the delivery of rights to receivables or goods into two types: delivery of debt securities upon appointment and delivery of debt securities upon order. This phenomenon indicates that there are differences in procedures and requirements between these two types of cessie, which require careful understanding from the parties involved in the cessie transaction.

4. Effect of Regulatory Uncertainty

Regulatory uncertainty regarding digital assets and blockchain technology is also crucial in the case law phenomenon. This uncertainty may impact legal understanding and protection in the context of cessies of crypto assets or other digital tokens.

In Indonesian civil law, an in-depth understanding of the terms associated with Jessie is essential to ensure its applicability in a complex legal system. These legal phenomena reflect the complexity of civil law in the face of ever-changing economic and technological developments. In addition, in understanding the legal requirements for a cessie in Indonesian civil law, the author combines this view with the structure of Indonesian civil law, which regulates the procedures and requirements that must be followed in a cessie. The legal substance includes the provisions in Article 613 of the Civil Code (Civil Code), which explains the conditions that must be fulfilled. Meanwhile, legal culture in this context reflects the importance of understanding and complying with the legal principles in the Indonesian legal community. Thus, to understand the legal requirements for a cassie in Indonesian civil law, it is necessary to consider the legal structure, substance, and culture in the Indonesian legal system. In this article, we will explore these terms in more depth and how they interact in the context of Indonesian civil law.

2. PROBLEM FORMULATION

The following is a problem formulation related to "Legal Requirements for a Cessie in Indonesian Civil Law": What is meant by a cessie in the context of Indonesian civil law, and what conditions must be met to make a cessie valid according to Indonesian civil law?

3. RESEARCH METHODS

This research uses normative legal research methods to explore an in-depth understanding of the legal requirements for a cessie in Indonesian civil law. This research method is relevant in legal studies because it helps analyze existing legal norms and applicable legal texts and explains legal aspects related to Jessie. Normative legal research is a type of research that focuses on the analysis of written legal norms, court decisions, and other legal literature. This research aims to understand the applicable legal framework and how these norms are applied in a particular legal context. In the context of this study, normative legal research will be used to identify, analyze, and explain the legal conditions for a cessie in Indonesian civil law.

4. DISCUSSION

4.1. Cessie in the context of Indonesian Civil Law

Cessie, in the context of Indonesian civil law, refers to the concept of transferring rights to receivables or goods that do not have a physical form from a creditor (the party who has the rights) to a creditor (the party who receives the rights). This cessie is vital in commercial and financial transactions, allowing rights transfer to certain receivables or assets to other parties.

Each legal expert has a slightly different view and emphasis regarding the concept of Cessie. It is essential to understand these different points of view in the context of civil law in order to make the right decisions in situations relating to Cessie. The following is a summary of the opinions of several legal experts regarding the concept of Cessie in civil law [5]:

- a. St. Malikul Adil States that Cessie is a transfer of receivable rights, which can be transferred to another person. This transfer is called cessie; the one who moves is called the cedent; and the person who receives the transfer of rights is called the cessionary. Ownership rights do not transfer until the person who owes the debt is notified.
- b. Subekti: Explains that Cessie is a transfer of receivable rights that must be done through an authentic deed or privately. This transfer applies to the debtor when the cessie deed is made, not when the debtor is notified.
- c. Mariam Daruz Badruzaman: Describes Cessie as an agreement where the creditor transfers its receivables to another party. There are different views about whether there is a need to notify debtors or not.
- d. Sri Sudewi Massjchoen Sofwan: States that Cessie is a transfer of receivables in the name of an authentic deed or private deed. Notifying the debtor is required, and Cessie is often used as additional collateral in banking practice.
- e. Suharnoko: Describes Cessie as a method of transferring receivables in the name of one that does not eliminate old debts but only transfers them to a third party as a new creditor. The debtor remains passive and is only notified of the creditor's replacement.
- f. Otto C. Kaligis: States that Accounts Receivable (identical to Cessie) are the rights and interests in bills that will be received by the assignor for the sale of goods or insurance claims. The creditor who receives the transfer of receivables only has the position of a concurrent creditor.
- g. Ignatius I. Widyadharma: Describes Cessie as a transfer of receivables in the name of which requires an authentic deed or private deed and notification to the debtor via a bailiff.
- h. Indrawati Soewarso: Explains that Cessie is a transfer or transfer of claim rights, which is binding on the parties. The debtor is only bound after official notification or written acknowledgment.
- i. Herlien Budiono: Describes Cessie as a transfer of claim rights with a dualistic nature. An authentic deed or private deed and notification to the debtor are required.

It is important to understand the main components of this session concept. First, there are "receivables," which are the subject of the assignment of rights. These receivables can be rights to certain payments from certain parties, such as debts that the debtor must pay. Second, "goods that do not have physical form" include non-material assets such as share ownership rights, securities, or rights to land certificates.

Regarding the time of birth of a cessie, according to Sri Soedewi Masjchoen, it is stated that a cessie is born at

the time after the deed is done and the signing of an authentic deed or private deed and has binding force for the parties, especially the debtor. The Cessie is after an official notification (*betekening*) to the debtor. This means, "the cessie begins to exist when the cessie deed is completed [6].

According to Sudikno Mertokusumo, a deed is a signed letter containing the events that form the basis of a right or obligation made intentionally for proof [7]. Subekti stated that a deed differs from a letter, where a deed is a writing that is deliberately made to be used as evidence of an event and signed [8]. Furthermore, Subekti said that a cessie is a credit rights transfer that replaces an old debtor, a cedent, with a new creditor, who in this relationship is called a cessionary. An authentic or private deed must confirm the transfer, so it cannot be done verbally or by handing over the receivables only [9].

For the assignee, known as the "originating creditor," the cessie allows them to sell or transfer the receivables or assets to a third party. This third party, known as a "surrogate creditor" or "cessionaire," will take over those rights and have a claim against the debtor. This cessie process allows flexibility in receivables or asset management and facilitates trading and investment. However, several conditions must be met to ensure that a session is valid and valid under Indonesian civil law. One is a notification to the debtor (debtor) or written approval from the debtor. Such notification or approval is necessary for the cessie to have legal consequences for the party in debt, and the rights of substitute creditors will be recognized.

In Indonesian civil law, the cessie process can be carried out in two ways: first, through doing an authentic deed, namely by involving a notary who validates the transaction. Second, delivery can be done privately, without involving a notary or similar institution. Both methods are valid but may affect the degree of validity and enforceability of the cessie.

Basically, cessie is a legal act to transfer the receivables of a person or creditor who holds mortgage rights to another party, namely handing over the receivables in the name of which is done by making an authentic deed or private deed, then notifying the debtor of the receivables regarding the handover [10].

Regarding the issue of handing over receivables in the name of handing over the receivables in the name through a cessie, the provisions of Article 584 of the Civil Code apply, so the legal consequences are that if the obligatory agreement is invalid, then the cessie is also invalid. Likewise, if the cessie is carried out by someone who does not have the authority to transfer, then the cessie is also invalid. If this happens, the solution is to apply a retro cession clause or factoring with recourse. This is a legal certainty based on the provisions of Article 1535 of the Civil Code [11].

Cessie is one method that banks can use to resolve lousy credit for subsidized Home Ownership Credit (KPR) that does not have a mortgage [12]. The problem related to the transfer of receivables (cessie) in the context of Indonesian law, especially related to KPR practice, is that the law needs to regulate the implementation procedures specifically. Article 613 of the Civil Code is the basis for cessie, but various interpretations of this article create confusion and incompatibility between creditors and debtors. Debtors assume that a cessie can only be exercised after notification or approval. On the other hand, creditors, such as banks, apply cessie procedures with various variations, which often causes conflicts. More legal certainty is needed regarding implementing the cessie, including the procedures that creditors must follow. Stricter regulations, whether in the form of laws or circulars from Bank Indonesia, will help ensure that each party clearly understands how the cessie must be carried out. With more concrete guidance, differences in interpretation can be minimized, and the potential for disputes between debtors and creditors can be reduced [13].

4.2. Conditions that Must be Fulfilled to Make a Cessie Valid According to Indonesian Civil Law

Transparency and clarity in transferring receivable rights from old to new creditors through appropriate legal procedures are essential. In this type of transaction, it is vital for all parties involved, including the debtor, to have a clear understanding of the transition. Using an authentic deed, which both parties must sign before an independent

notary, is a good step in maintaining integrity and transparency in credit agreements. In this way, fraud and misunderstandings can be minimized, and all parties can be confident that the transaction is carried out correctly and legally. So, in the context of transferring receivable rights, it is important to carry out all necessary steps following applicable legal procedures and with appropriate documentation, such as authentic deeds, to ensure that the transaction is carried out fairly and following the law [14].

The cessie process in Indonesian civil law is a serious matter and must meet several strict requirements to be valid and valid under the law. These terms protect the rights and interests of all parties involved in a session transaction. This description discusses the conditions that must be met to make a cessie valid according to Indonesian civil law.

a. Existence of Clear Receivables

One of the main requirements in a cessie is that there are clear receivables as the subject of transfer of rights. This receivable must be identifiable, including the amount to be paid, the party who owes it, and the agreed payment conditions. Receivables that need to be clarified or correctly identified cannot be submitted via Jessie.

b. Notification to the Indebted Party or Written Consent

Another essential requirement is a notification to the debtor (the debtor) or written consent from the debtor. Article 613 of the Civil Code (Civil Code) regulates that a cessie will have no legal consequences for the debtor unless the debtor has been legally notified or given written approval to transfer said rights. This ensures that debtors have the knowledge and opportunity to be aware of changes in their legal relationships.

c. No Notification or Approval, No Cessie

It is important to note that if notification to the debtor or written consent from the debtor is not obtained, the cessie will not apply. This is a protective measure for debtors so they do not suddenly encounter changes in their creditors without their knowledge or consent. Therefore, this requirement is essential in the case process.

d. Authentic Deed Process or Private Deed

Apart from the conditions mentioned above, the Jessie process can be carried out in two ways.

First, through doing an authentic deed involving a notary who validates the transaction. Second, delivery can be done privately, without involving a notary or similar institution. Both methods are valid but may affect the degree of validity and enforceability of the cessie. The authentic deed process provides a higher level of enforceability and creates more substantial evidence in legal proceedings.

Cessie is a process of transferring rights, resulting in a creditor change in a transaction. This process emerged as a response to certain commercial interests. For example, in the banking world, banks that provide loans must make concessions on their bills or receivables to ensure payment of debts from the bank's debtors. From the bank's point of view, Jessie bill transactions from bank debtors are a crucial step to ensure that bank debtor debt payments will be carried out on schedule and as they should be [15].

Cessie does not always have to deal with bills in the form of money. Bills that can be transferred through Cessie can also be bills for achievements or intangible objects. The essence of the Cessie concept is the transfer of rights to a claim, where the creditor is certain (known to the debtor). For example, in a sale and purchase agreement, the buyer has a claim against the seller. This bill is only sometimes in the form of cash but can be in delivering the object of sale or other achievements. What is essential is that debtors and creditors in this context are known and

specific. So, if the buyer wants to transfer his bill to another party, he can do so through Cessie by executing a suitable deed. Thus, Cessie is an essential tool in civil law to transfer rights to claims, whether money or performance, to specified third parties. The Cessie Deed regulates this transfer so that it can be carried out legally and is binding on all parties involved [16].

CONCLUSION AND SUGGESTIONS

Conclusion

Cessie is an essential concept in Indonesian civil law, which regulates the assignment of rights to receivables or intangible assets. A deep understanding of this concept and its associated conditions is critical to carrying out cessie transactions legally and effectively in the Indonesian civil law system. Thus, Cessie is essential in supporting commercial and financial activities in Indonesia.

The conditions that must be met to make a cessie valid according to Indonesian civil law are the existence of a clear receivable, notification to the debtor or written consent from the debtor, and an authentic or private deed process. Understanding and complying with these terms is essential to ensure that the cessie is validly executed and enforceable under Indonesian civil law and to protect the rights and obligations of all parties involved in this transaction.

Suggestions

All parties involved in cessie transactions, including businesses and companies, financial institutions, legal professionals, and debtors, must understand the applicable legal requirements and ensure that every cessie transaction follows Indonesian civil law to maintain legal enforceability and avoid risks of legal disputes.

All parties involved in a cessie transaction should involve an attorney, notary, or another legal professional in complex cessie transaction who provides appropriate guidance and minimizes legal risks. This professional service can help carry out cessie transactions more effectively and safely.

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