

Legal Liability of Heirs for Debtor's Current Account (KRK) Credit Obligations after Death

¹Muhammad Khairul Imam, ²Fahrizal S.Siagian

¹Faculty of Law, Universitas Al-Azhar, ²Faculty of Law, Universitas Sumatera Utara
Email: adv.khairulimam@gmail.com

A Current Account Credit Facility (KRK) is a flexible form of bank credit that can be used repeatedly according to the debtor's needs within the agreed credit limit. However, legal issues arise when the debtor dies before their debt obligations are settled, raising questions about the extent to which the heirs can be held liable for the debt. This study aims to analyse the legal responsibility of heirs for the debtor's KRK debt obligations after death and the limits of liability that can be imposed on heirs based on inheritance law and contract law provisions. The research method used is legal research with a regulatory and conceptual approach, through analysis of the legal norms governing inheritance, obligations, and banking credit agreements. The results of the study show that, in principle, the debtor's debt obligations are not extinguished by death but are transferred to the estate, which can be claimed by creditors. Heirs are basically only liable to the extent of the value of the inheritance they receive, so that liability is not absolutely attached to the person of the heir. However, in banking practice, there is often an imbalance in legal positions due to credit agreement clauses that extend the burden on heirs, thereby potentially giving rise to disputes. Therefore, it is necessary to affirm the limits of the heirs' liability proportionally in order to ensure legal certainty and protection for the heirs without eliminating the bank's rights as a creditor in collecting the debtor's debt obligations.

Keywords: Legal Liability, Heirs, Credit Debt, Death

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Corresponding Author:

Muhammad Khairul Imam

Faculty of Law, Universitas Al-Azhar, ²Faculty of Law, Universitas Sumatera Utara
adv.khairulimam@gmail.com

1. Introduction

Banks are business institutions that collect funds from the public through savings products and then redistribute them to the public in the form of credit and other financial services, with the aim of supporting the improvement of the welfare and standard of living of the community at large. (Angelita et al., 2025) Efforts to realise a prosperous Indonesian society in accordance with the ideals of Pancasila and the 1945 Constitution of the Republic of Indonesia require harmony and continuity in the implementation of development. (Asshiddiqie, 2006) This must be realised through a fair and equitable development process, supported by stable and sustainable national economic growth, so that social welfare objectives can be optimally achieved.

A loan is a form of debt obligation provided by individuals or financial institutions to be borrowed by another party, known as the debtor. Loan repayments are made in instalments according to the agreed term, and are usually accompanied by interest set by mutual agreement between both parties, thereby protecting the rights and obligations of both the creditor and the debtor under the law. In banking practice, credit agreements are commonly set out in standard agreements, where the wording of the clauses is generally prepared in advance by the bank, so that the debtor's room for negotiation tends to be limited. Substantively, a credit agreement is a legal relationship that creates an obligation for the bank to provide credit facilities to the debtor, as well as an obligation for the debtor to repay the loan in accordance with the agreed terms and conditions. ² When viewed from the perspective of the validity of the agreement, particularly the element of agreement between the parties, the use of standard clauses in credit agreements

can essentially be viewed as a defect of consent. This is because, ideally, an agreement should be reached through a process of balanced deliberation and negotiation between the parties in determining the substance of the agreement. However, in practice, bank credit agreements are generally drafted unilaterally by the bank, so that the debtor is in a passive position and is only faced with a 'take it or leave it' choice, i.e. to accept all the clauses that have been determined or to reject the agreement.

A thorough understanding of the contents of the agreement is crucial for all parties, especially prospective debtors in bank loan agreements. Prospective debtors need to ensure that they understand all the provisions listed so that their rights and obligations are clear, thereby preventing them from being in a weak position and avoiding any abuse of authority by irresponsible banks. The provisions listed in the credit agreement, such as the principal instalment amount, interest charged, loan term, payment deadlines, and clauses regarding possible events beyond the control of the parties (e.g. consequences in the event of the borrower's death, the responsibilities of the heirs, or the existence of insurance to cover the remaining debt) are important elements that can affect the rights and obligations of both the bank and the borrower. In addition, the application of mechanisms such as the banker's clause in the agreement also adds to the complexity of the legal relationship between the creditor and the debtor. All of these things imply significant legal risks that must be carefully understood by prospective debtor customers before agreeing to the contents of the credit agreement.

A lending or borrowing relationship occurs between the lender (creditor) and the borrower (debtor), whereby the creditor transfers a sum of money to the debtor, which must be repaid within an agreed period. In addition, the creditor may set additional terms and conditions that form part of the agreement, so that the loan does not only emphasise the repayment of the principal, but also the debtor's compliance with the agreed terms. (Elmadiantini et al., 2025) Even though customers are sometimes negligent in repaying their loans for various reasons, the bank's right to collect the debt must still be enforced. In reality, if this right is not fulfilled, the bank has a legal basis to execute the collateral that is pledged in the credit agreement against customers who violate the terms of the agreement, as an effort to protect the interests of creditors.

Creditors may be individuals or business entities, such as banks, cooperatives, or other financial institutions, in accordance with the provisions of laws and regulations. Similarly, debtors may be individuals or legal entities that qualify as legal subjects under civil law. (Lubis, 2020) Credit agreements are made in writing and contain various clauses that are binding on both parties, with the aim of ensuring that the rights and obligations of each party are protected and providing legal certainty in the implementation of the loan. Risks that could potentially harm creditors must be a primary concern for banks. Therefore, in the process of granting credit, banks need to ensure that they are confident in the debtor's ability and capacity to repay their obligations. In addition, the granting of credit must always refer to sound credit principles in order to minimise the risk of default and maintain legal certainty and the security of banking transactions. In practice, the repayment of funds by customers does not always run smoothly. Sometimes instalment payments are not made on time, resulting in late payments when the instalment is due. This situation generally occurs because the debtor does not have sufficient funds to pay the loan instalments, which ultimately has the potential to cause non-performing loans and harm the bank. (Mahardika & Permana, 2023)

The discussion of death is directly related to inheritance law, because every human being will eventually face the natural event of death. Therefore, inheritance law is closely related to various aspects of human life, especially in regulating the transfer of rights, obligations, and inheritance from a deceased person to their heirs. When a person dies, there are legal consequences related to their property. (Labetubun, 2021) This includes the mechanism for transferring the rights and obligations of the deceased to their heirs or parties who are still related by blood to the deceased. In other words, the death of the deceased gives rise to a series of legal consequences that regulate who is entitled to receive the assets and who is responsible

for the obligations left behind. Inheritance law regulates the mechanism of wealth transfer, including the procedures and processes for transferring the deceased's assets to each heir. In other words, inheritance law establishes the rights, obligations, and procedures that must be followed so that the transfer of assets is carried out legally and fairly in accordance with applicable laws. (Muslim, 2022)

In the event of a debtor's death, risks arise in relation to their estate, both in terms of quality and quantity, as the estate must be managed or transferred in accordance with the rights and obligations of the heirs. This risk is of particular concern to creditors, especially in ensuring the repayment of outstanding debts. The death of a debtor has a direct impact on the inheritance they leave behind, namely all of the deceased's assets. The deceased is defined as an individual who has passed away and left behind assets or property, which then become the right of the heirs to receive and manage in accordance with inheritance law. Thus, when a person dies, some or all of their rights and obligations as a testator automatically transfer to their heirs. In the context of civil law, this is explicitly stated in Article 833 of the Civil Code (KUHPerdata), which affirms the principle that the rights and obligations of the deceased become part of the estate that can be inherited. The heirs automatically obtain ownership rights to all property, rights, and debts of the deceased person upon the death of the deceased. (*Article 1242 of the French Civil Code, 2023*)

In the Indonesian civil law system, the liability of heirs for the debts of the deceased is regulated by the Civil Code (KUHPerdata). However, the implementation of these provisions still faces various obstacles, especially in Current Account Credit (KRK), so based on the above background, the author is interested in examining the occurrence or phenomenon of heirs to a deceased heir who still has debt obligations to the bank. The issues in this study are: How does the law regulate heirs' liability for a debtor's debts according to legislation? What form does the liability of heirs for the debts of a deceased debtor take?

2. Method

The type of research used in this study is normative legal research, which is also often referred to as normative juridical research. This research focuses on the analysis of norms, legislation, and legal literature as the main sources for drawing legal conclusions. Normative legal research is a process of discovering legal rules, legal principles, and legal doctrines that are used to answer legal problems that are faced. (Deassy J.A. Hehanussa, 2023) This approach is based on the characteristics of legal science, so the focus is more on normative analysis than empirical fact testing. Unlike descriptive research, which emphasises the verification of facts influenced by various factors, normative legal research aims to produce systematic legal arguments to resolve existing legal issues. (Muhaimin, 2020)

3. Result and Discussion

Legal Regulations Governing Heirs of Debtors' Debts In Accordance With Statutory Regulations

Heirs are family members who will receive inheritance from a deceased family member (KBBI). Based on the Compilation of Islamic Law, heirs are individuals who have a blood or marital relationship with the deceased. (*Kamus Besar Bahasa Indonesia (KBBI)*, 2025) For Muslims, the death of an heir and the inheritance of property The inheritance law system in Indonesia is not singular, but pluralistic, as it recognises more than one rule governing the inheritance of a person's property. This reflects the social, cultural and religious diversity of Indonesian society, which has given rise to various traditions and beliefs in resolving inheritance issues. In practice, the three types of inheritance laws that are alive and recognised by society are Islamic inheritance law, customary inheritance law, and civil inheritance law. These three legal systems operate in parallel and each has different foundations and mechanisms, in accordance with the characteristics of the community groups that adhere to them.

Islamic inheritance law applies to communities that adhere to Islam and refers to the provisions of the Qur'an and Sunnah, which have been formally accommodated through the Compilation of Islamic Law (KHI). (Darifah et al., 2021) In Islamic law, inheritance regulations not only determine who is entitled to be an heir, but also divide each heir's share in detail based on faraidh provisions, thereby emphasizing the principles of fairness and order in the distribution of inheritance. This system not only regulates material aspects, but also reflects the religious values upheld by Muslim communities. (Muhammad, 2018)

For people who are not Muslim, especially those of other faiths or those who choose to use general positive law, civil inheritance law is the main reference. The legal basis for civil inheritance is found in the Burgerlijk Wetboek or Civil Code (KUHPerdata), which provides formal provisions on the manner of inheritance, categories of heirs, and the order of distribution of inherited property. Civil inheritance law is individualistic in nature and emphasises legal certainty through systematic written rules.

A person who has passed away is referred to as the deceased, i.e. the individual who leaves behind property or wealth. This estate then becomes the object of transfer of rights and obligations to other parties who are legally entitled to receive the inheritance. The party that replaces the position of the deceased in the legal relationship regarding the wealth, either in whole or in proportionate part, is called an heir. Thus, heirs have a legal position to manage, receive, or be responsible for the estate in accordance with applicable legal provisions.

In Indonesian civil law, particularly as regulated in the Civil Code (KUHPerdata), provisions regarding inheritance confirm who is entitled to be an heir. Based on Article 832 of the Civil Code, inheritance rights belong to blood relatives, both legitimate and born out of wedlock, as well as to the surviving spouse. This provision affirms the principle that inheritance considers not only marital ties but also blood relations, so that the rights of heirs are clearly and structurally defined according to positive law. 'According to the law, those entitled to become heirs are blood relatives, both legitimate and illegitimate, and the surviving husband or wife, all in accordance with the rules set out below.'

Then, based on Article 833 of the Civil Code, 'Heirs legally acquire ownership rights to all property, rights, and receivables (assets) as well as obligations/debts (liabilities) of the deceased.' Article 1100 of the Civil Code: 'Heirs who are willing to accept the inheritance must also bear the payment of debts, bequests, and other burdens, in proportion to what they receive from the inheritance.' Article 175 paragraph (2) of the Compilation of Islamic Law: 'The liability of heirs for the debts or obligations of the deceased is limited to the amount or value of the estate.' Articles 1032 & 1045 of the Civil Code: "Heirs have the right to accept the inheritance outright, accept it with the right of inventory (liability limited to the estate), or refuse the inheritance. If they refuse the inheritance, the heirs are not liable for the debts." (Saryana et al., 2022)

Editorially, this provision explains the meaning of inherited property and the mechanism for its use. From this provision, it can be understood that before inherited property is distributed to the heirs, it must first be used to settle the obligations of the deceased, including all debts that existed during his lifetime. In other words, the responsibility to pay the deceased's debts is the top priority, and the distribution of the remaining inheritance to the heirs is only carried out after these obligations have been fulfilled, in accordance with the principles of fairness and legal certainty.

According to the provisions of the Civil Code (KUHPerdata), an heir has three legal options regarding the inheritance received from the deceased. These options determine the extent of the heir's responsibility for the deceased's assets and obligations, including any outstanding debts, among other things:

- 1) Heirs may choose to accept the inheritance outright (in its entirety). In this case, the heirs accept all rights and obligations attached to the deceased's estate, including the obligation to pay debts. This

stance places the heirs under full responsibility for all aspects of the estate, so that the risks and rights go hand in hand.

- 2) Heirs have the right to refuse the inheritance altogether. In this situation, the heirs do not receive the estate or any responsibility for the debts of the deceased. This option is usually taken when the deceased's debts exceed the value of the estate or when the heirs consider that the inheritance will be detrimental to them. Refusing an inheritance is a legal position that is valid and recognised by the Civil Code, so that the heirs remain protected from obligations that exceed their financial capacity;
- 3) heirs may choose to accept the inheritance on a limited basis or as beneficiaries. This acceptance allows the heir to limit their liability to only the value of the inheritance received. In other words, the deceased's debts can only be paid from the existing inheritance assets, so that the heir is not burdened with obligations exceeding the capacity of the inherited assets. This stance is in line with the principles of justice and legal protection for heirs.

With these three options, the Civil Code provides flexibility and legal certainty for heirs to determine their stance on inherited property, while maintaining a balance between rights and obligations. This provision also serves as an important basis for the settlement of inheritance disputes and the repayment of the deceased's debts, including in the context of banking or credit involving inherited property. (Kletzer, 2019)

A credit agreement is a contract that regulates the provision of credit facilities by banks to debtors. Although it appears formal, standard clauses in credit agreements often cause an imbalance in the intentions of the parties, because the validity of the agreement requires a balanced agreement. Ideally, the content of the agreement should be determined through a negotiation process so that both parties have equal rights in setting the terms. However, in banking practice, credit agreements are generally designed unilaterally by banks, so that debtor customers are only faced with a single choice: to agree or reject the entire contents of the agreement. This condition creates the potential for contractual injustice for debtors, who legally have no room to negotiate the clauses that will become their obligations. (Chiusi, 2014)

If the debtor dies, responsibility for repaying the loan may be transferred to the guarantor, who is obliged to cover the entire amount of the loan so that the debt is considered paid off. However, if the guarantor is unable to cover the obligation or there is no guarantor, the bank has the right to collect from the debtor's heirs until the entire loan obligation is repaid. This mechanism is highly dependent on the type and nature of the loan granted, including whether there is additional protection through insurance or special clauses in the loan agreement. Thus, the heirs are not automatically burdened with debt obligations, but only when the guarantee or insurance mechanism is insufficient to repay the existing credit. Legal responsibility for heirs under Indonesian Civil Law refers to the provisions of Article 833 of the Civil Code. In other words: Heirs automatically have ownership rights over all property, rights, and claims of the deceased, including responsibility for all debts of the deceased.

In banking practice, there are often differences of opinion between heirs and banks that are directly bound by credit agreements. Heirs believe that they are not automatically responsible for all debts left by the deceased because they were not directly involved in the agreement or contract between the deceased and the creditor. This causes serious problems in the banking service world, which in this case will certainly take action by selling the heir's assets in order to pay off all the debts of the deceased debtor by prioritising the principle of prudence and not infringing on the rights of the heirs. The actions and steps taken by the bank as the debtor can usually be carried out appropriately if the heirs have been notified and/or warned of their obligation to pay the remaining unpaid debts based on the agreement made while the debtor was still alive. However, in practice, heirs tend to be negligent in fulfilling the debtor's obligations, resulting in bad debt. Therefore, if the debtor has been declared to have bad debt, the debtor has the right to execute the sale of assets or collateral provided by the debtor through mechanisms regulated by law.

Form of Liability of Heirs For The Debts of A Deceased Debtor

Based on the provisions of Law Number 10 of 1998 concerning Banking, every loan in the form of credit must be accompanied by a credit agreement that regulates the rights and obligations of both parties. This agreement serves as the legal basis for both the bank and the debtor in the implementation of credit facilities, and functions to ensure legal certainty in credit relationships. (Arifin et al., 2021) A credit agreement is understood as a legal bond that binds both parties who sign it, namely two main legal subjects: the creditor as the party providing the credit facility, and the debtor as the party receiving the loan. This agreement serves to determine the rights and obligations of each party, including the payment mechanism, interest, term, and legal consequences in the event of default. Thus, a credit agreement is not merely a formal document, but a legal instrument that ensures certainty and protection for both parties. (Elmadiantini et al., 2025)

Credit agreements serve to provide legal certainty regarding the customer's responsibility to repay their debt to the bank within the specified period. Although in practice there are often delays or negligence on the part of the customer for various reasons, the bank's right to demand repayment must still be asserted. Thus, credit agreements not only serve as administrative tools, but also as legal instruments that ensure the protection of the bank's rights in lending and borrowing activities. However, in reality, the bank's right to obtain debt repayment from debtors often does not work as it should, so that the bank has the authority to execute the collateral included in the credit agreement as a last resort to recover its receivables. This execution is carried out after going through various stages of collection and negotiation, and is implemented in accordance with the legal provisions governing credit collateral so that the bank can maximise its credit recovery from the available collateral. (Hazmi, 2018)

In credit repayment practices, payments by customers do not always run smoothly. There are situations where instalments are not paid on time, so that when the due date arrives, the debtor's instalments are delayed. This condition is generally caused by customers not having sufficient funds to meet their credit obligations, and if not handled properly, this situation can lead to non-performing loans that are detrimental to the bank. In the case of a debtor who has passed away, this poses a risk to their estate, which is qualitative in nature as it affects the rights and obligations over the assets. The death of a debtor has a direct impact on the inheritance, namely all assets left behind by the deceased. The deceased is defined as an individual who has passed away and left behind a certain amount of wealth, both in the form of movable and immovable assets. Thus, the death of a debtor not only has personal consequences, but also legal implications for the heirs who will inheriting assets and possibly being held liable for outstanding debts.

The death of a debtor certainly causes grief for the family left behind, especially if there are still outstanding debts. (Pranoto, 2020) Under Indonesian civil law, debts included in the estate become the responsibility of the heirs. However, the burden of debt repayment only applies to heirs who choose to accept the inheritance in its entirety; heirs who refuse or accept the inheritance with limited liability are not required to use their personal assets to pay off the debts of the deceased. Thus, the law provides flexibility and protection for heirs in dealing with the risk of the deceased's debts. As explained below:

1. Article 1100 of the Civil Code. Heirs who have agreed to accept an inheritance must share in the payment of debts, bequests, and other liabilities in proportion to what each has received from the inheritance.
2. J. Satrio, S.H., in his book entitled 'Hukum Waris' (Inheritance Law) (p. 8), states that an inheritance is the wealth in the form of the assets and liabilities of the deceased that is transferred to the heirs. In short, the heirs are still obliged to settle any outstanding debts.

Based on the previous explanation, it can be concluded that if a debtor dies while their debt remains unpaid, the responsibility for repaying the debt may be transferred to their heirs. This confirms that heirs have an

obligation to bear the debts of the deceased, but the extent of their responsibility depends on the heirs' choice to accept the inheritance, either in full or with certain limitations in accordance with civil law provisions. Debt transfer is a legal action whereby the obligation to repay the debt of the original debtor is transferred to a new debtor. In debt agreement practices, this mechanism is often regulated through a debt transfer clause included in the debt acknowledgement deed. The clause stipulates the terms and procedures for the transfer of payment responsibility, including the rights and obligations of the new debtor and the legal consequences if the obligations are not fulfilled. Thus, this clause serves to provide legal certainty for all parties involved, both the creditor and the new debtor.

One of the responsibilities of heirs to the deceased is to accept the inheritance with conditions or registration. (Negara, 2023) This means that if, after the inheritance assets have been recorded, the liabilities (debts) exceed the assets, the heirs cannot be asked to bear obligations exceeding the value of the inheritance they have received. In other words, the heirs' responsibility for the deceased's debts is limited to the value of the inheritance they have received, so that the principle of legal protection for heirs is maintained. This mechanism ensures that the acceptance of inheritance with conditions (beneficiary) becomes a fair legal instrument, maintaining a balance between the right to inheritance and the obligation to pay off the debts of the deceased, as stipulated in Article 1032 of the Civil Code:

- 1) Heirs are not obliged to pay debts that exceed the amount of inheritance they receive;
- 2) Heirs may free themselves from paying the debts of the deceased by surrendering the inheritance to the creditors;
- 3) The personal assets of the heirs are not mixed with the inheritance, and they may still collect their own debts from the estate;

Thus, based on the above explanation, it is very clear that the obligation of the heirs is limited to the payment of the debts of the deceased, not exceeding the amount of debt left by the deceased. In practice, the debtor will certainly sell the assets or property used as collateral for the debt in the credit agreement, and if the sale amount exceeds the debtor's debt, the creditor, in this case the bank, will return the remainder of the proceeds from the sale of the deceased's assets. In addition, creditors, as banking parties acting in good faith, often provide relief to heirs in certain circumstances by only requiring payment of the principal debt without charging interest and penalties. This is a form of concern and legal certainty provided by banks to create welfare and legal certainty for the community. (Elcaputera & Suherman, 2021)

The sale of the heir's property or assets that are bound by a credit agreement can certainly be carried out by the bank after imposing a mortgage on the collateral object in order to avoid legal imbalances when the debtor is declared in default and experiences bad credit. Based on Law Number 4 of 1996 concerning Mortgage Rights, if the debtor defaults, the first mortgagee has the right to sell the mortgage object independently, either through a public auction or through a private sale based on an agreement with the mortgagee. This mortgage mechanism provides convenience for mortgage holders, as they are not required to obtain prior approval from the mortgagee or request a ruling from the Head of the local District Court. Thus, mortgages serve as a legal instrument that accelerates the settlement of bad debts and protects the interests of creditors.

4. Conclusion

Based on the results of discussions regarding the legal responsibility of heirs for the debt obligations of a deceased debtor's Current Account Credit (KRK), it can be concluded that, in principle, the debtor's debt is not extinguished by death but rather becomes part of the heir's estate. This is in line with the provisions of inheritance law in the Civil Code (KUHPerdata) and the Compilation of Islamic Law (KHI), which stipulate that the rights and obligations of the deceased, including debts, become part of the estate. Heirs basically

have legal options in responding to inheritance, namely accepting the inheritance outright, accepting the inheritance with inventory rights (beneficiair), or rejecting the inheritance. If the heir accepts the inheritance, he or she also bears the obligation to pay the heir's debts, but this responsibility is in principle limited to the value of the inheritance received. Thus, heirs cannot be burdened with the obligation to pay off the debts of the deceased using their personal assets, unless they voluntarily accept the inheritance outright. Therefore, banks as creditors should draft credit agreements, particularly current account credit agreements, with due regard for the principles of balance and fairness. Clauses regarding the liability of heirs need to be formulated clearly and proportionally so as not to give rise to interpretations that are detrimental to the heirs and have the potential to cause disputes in the future.

In banking practice, particularly in current account credit agreements, standard clauses are often found that have the potential to extend the liability of heirs. This situation creates an imbalance in the legal position between the bank as the creditor and the heirs as parties not directly involved in the credit agreement. Therefore, even though banks have the right to collect and execute collateral for debt repayment, the exercise of this right must still take into account the limits of the heirs' liability as well as the principles of fairness and legal certainty. Banks as creditors should draft credit agreements, particularly Current Account Credit Agreements, with due regard to the principles of balance and fairness. Clauses regarding the liability of heirs need to be formulated clearly and proportionally so as not to give rise to interpretations that are detrimental to the heirs and have the potential to cause disputes in the future. Heirs are advised to carefully understand their rights and obligations regarding the deceased's estate, particularly in relation to outstanding debts. The legal options of accepting the inheritance outright, accepting it with inventory rights, or rejecting the inheritance must be carefully considered so as not to impose legal and financial burdens that exceed the heirs' capabilities; The government and legislators need to provide clarification and strengthen regulations regarding the limits of heir liability in banking credit agreements. This is important to create legal certainty and balanced protection for heirs without neglecting the interests of banks as creditors.

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