

Criminal Act To Transfer, Duplicate, Or Rent Out Objects What Is The Object Of Fiduciary Guarantee (Study of Decision Number 549/Pid.Sus/2023/PN Tjk)

Zulfi Diane Zaini¹

¹. Lecturer at the Faculty of Law, Bandar Lampung University,

Renard Raja Abdullah²

². Student of the Faculty of Law, Bandar Lampung University

Email: zdianezaini@ubl.ac.id , renardabdullah99@gmail.com

Abstract

The practice of securing movable property can constitute a criminal act if someone intentionally embeds, transfers, or pledges a fiduciary guarantee object. Verdict Number 549/Pid.Sus/2023/PN Tjk confirms that this act occurred in July 2021 at PT BFI Finance Lampung, Metro branch, under the jurisdiction of the Sukadana District Court. Since most witnesses were in Bandar Lampung, the defendant was detained at the Lampung Police Detention Center in accordance with Article 84 paragraph (2) of the Criminal Procedure Code. The research questions in this study are how criminal sanctions are imposed on perpetrators of the transfer, duplication, or leasing of fiduciary guarantee objects, and how the judge's considerations are based on legal facts in the verdict. The research method uses both normative and empirical juridical approaches, employing primary and secondary data collected through library research and field research, and analyzed qualitatively from a juridical perspective. The results indicate that the defendant, Made Susilo, was proven guilty of transferring a fiduciary guarantee object without the written consent of the fiduciary recipient, in accordance with Article 23 paragraph (2) of Law No. 42 of 1999 on Fiduciary Security. Based on the second alternative charge by the Public Prosecutor, the defendant was sentenced to 3 months in prison and a fine of IDR 1,000,000, which, if unpaid, would be converted to 1 month of imprisonment. The judge's considerations consider the existence of a valid fiduciary agreement and the defendant's intentional actions, including that the act violated positive law and the principle of good faith, reflecting prudence and proportionality in upholding justice. The study recommends that financing companies regularly monitor fiduciary objects and

362



include clear legal protection clauses in agreements. Law enforcement officers are advised to be more proactive, and the public should understand the legal consequences of transferring or leasing fiduciary objects without authorization to prevent violations and potential losses.

Keywords: Criminal Offense; Objects; Movable Property; Fiduciary.

INTRODUCTION

Funds or money are one of the essential capital factors for running and developing an economic or business enterprise. Funding for the implementation and development of business ventures can be obtained through loans/credit through banking services, with adequate collateral in the form of movable or immovable property. The need for funds is a common occurrence for individuals, driven by various needs. On the one hand, some individuals or institutions have excess funds; these funds are usually invested in ways that benefit both economically and socially.¹

One of the currently available and growing trading methods is non-cash or credit trading, conducted by non-bank financial institutions, namely finance companies. In providing financing or funds to consumers, finance companies are interested in ensuring that all financing funds generate profits. Therefore, in practice, funding transactions are accompanied by the provision of collateral. The most suitable collateral for providing financing or funds to consumers is fiduciary collateral, which is a guarantee in the form of the transfer of ownership rights to movable goods based on trust, where the goods remain physically controlled and utilized by the consumer receiving financing from the company.²

Nowadays, many financial institutions (*leasing*) offer easy credit applications for prospective consumers. This attracts consumers to apply for motor vehicle loans, both cars and motorbikes. People take out motor vehicle loans at financing companies with an installment payment system, the amount of which is in accordance with the agreement specified in the agreement and for a certain period. However, in practice, there are quite a few fiduciary cases regarding the transfer of ownership rights. The transfer of ownership rights here has been explained in Article 1 paragraph (1) of Law Number 42 of 1999 concerning Fiduciary Guarantees, which states that "The transfer of ownership rights of an object on the basis of trust with the provision that the object whose ownership rights are transferred remains in the possession of the

¹ Febrian Hadi. 2017. *Fiduciary Guarantee Agreement*, Scientific Journal, University Mataram, p. 25.

² Wazin. 2016. *Fiduciary Guarantee Law in Finance Companies*, LPPM UIN "SMH" Banten. p. 17.



owner of the object."³

If the fiduciary guarantee provider (debtor) transfers, pawns or rents the fiduciary guarantee object to a third party without written consent from the fiduciary recipient (creditor), it is clearly a criminal act, where in this fiduciary case the criminal provisions in Article 36 of Law Number 42 of 1999 concerning Fiduciary Guarantees can be imposed, which states that "A Fiduciary Provider who transfers, pawns or rents an object that is the object of a fiduciary guarantee as referred to in Article 23 paragraph (2) of the Fiduciary Law, which is carried out without prior written consent from the fiduciary recipient, can be punished with imprisonment for a maximum of 2 (two) years and a maximum fine of 50,000,000 (fifty million rupiah)."

A person who intentionally embezzles, transfers, or pawns a fiduciary security object to another party can be considered to have committed a crime and can be prosecuted, provided the elements of a crime are met. These elements are:

- a. Fiduciary grantor, who transfers, mortgages or rents
- b. Fiduciary objects
- c. Without written consent
- d. Fiduciary recipient.

If these four elements are met, the perpetrator can be subject to imprisonment and a fine. The maximum prison sentence is 2 years and the maximum fine is 50,000,000 (fifty million rupiah).⁴

Judging from Law Number 42 of 1999 concerning Fiduciary Guarantees, Fiduciary Guarantees are individual guarantees, where the Fiduciary Giver and Fiduciary Recipient give each other trust, the Fiduciary Giver hands over his ownership rights to the Fiduciary Recipient, but the Fiduciary Recipient does not directly own the object that is the fiduciary guarantee that is handed over by the Fiduciary Giver, so that fiduciary guarantees are a guarantee theory.⁵

Fiduciary security is a security for movable property, both tangible and intangible, in connection with debts and receivables between debtors and creditors. Fiduciary security applies to both movable and immovable property. Fiduciary security arises because, in practice, there are things that cannot be accommodated. Meanwhile, for immovable property, the object of the

³ Zulfi Diane Zaini. 2014. *Transfer of Banking Institution Supervisory Functions from Bank Indonesia to the Financial Services Authority*, Legal Institutions, Vol. 9 (1), p. 2.

⁴ *Ibid*, p. 51.

⁵ Yurizal. 2015. *Criminal Aspects in Law No. 42 of 1999 concerning Fiduciary Guarantee*, Media Nusa Creative. Malang. p. 61.



security is an object that is not subject to a mortgage.⁶

In the practice of collateral for movable property, a person who intentionally embezzles, transfers or pawns the object of fiduciary collateral to another party, then that person can be said to have committed a crime and can be punished. This is in accordance with decision Number: 549 / Pid.Sus / 2023 / PN Tjk, which in essence is that on July 7, 2021 or at least sometime in July 2021, which is addressed at PT BFI Finance Lampung Metro branch or at least at a place that is still included in the jurisdiction of the Sukadana District Court. However, because the residence of most of the witnesses is in Bandar Lampung, the defendant is detained at the Lampung Regional Police Detention Center, so that based on Article 84 paragraph (2) of the Criminal Procedure Code, the Tanjung Karang District Court has the authority to examine and try this case who did, who ordered to do and who participated in doing it intentionally falsified, changed, removed, or in any way provided misleading information.

The deliberate act of the crime began with witness Purwoko Bin Boiran asking the defendant to use his name to borrow money through PT BFI Finance by pledging the BPKB of 1 (one) unit of Toyota Fortuner 2.5 G brand car with Police Number B 1131 CLR Frame Number MHF2R6963C3034165, Engine Number 2KD6948793, Silver Metallic color year 2012, STNK and BPKB in the name of Rio belonging to witness Purwoko bin Boiran for additional working capital and the defendant agreed, then the defendant who submitted a financing application for 1 (one) unit of Toyota Fortuner 2.5 G brand car with Police Number B 1131 CLR Frame Number MHF2R6963C3034165, Engine Number 2KD6948793 using the defendant's name came to the PT BFI office then a feasibility survey was carried out and the requirements were requested by PT BFI Finance through *the Credit Marketing Officer* (CMO) after being declared feasible and complete the financing application was approved by PT. BFI Finance.

RESEARCH METHODS

This research method is applied by combining normative and empirical legal approaches to obtain a comprehensive understanding of the legal issues studied. The normative legal approach is used to analyze relevant laws and regulations, legal doctrines, and court decisions, while the empirical legal approach is used to obtain factual data from field practices. The types of data used include secondary data, such as legal literature, journals, books, and official documents, as well as primary data obtained directly through observation, interviews, and questionnaires with

⁶ Faizal Pratama Febriansyah, Purwoto & R. Suharto. 2016. *Legal Review of Fiduciary Asset Transfer Cases from a Criminal Law Perspective*, Jurnal Diponegoro Law Review, UNDIP. Semarang. Vol. 5 No. 2, p. 26.



related parties. The data collection process is carried out through library research to obtain the legal basis and underlying theory, and field research to obtain concrete empirical information. Next, the collected data is analyzed using qualitative legal methods, emphasizing an understanding of legal norms, facts, and social context, so that the resulting interpretations and conclusions reflect the relationship between legal theory and actual practice in the field. This approach allows the research to be not only theoretical, but also practically relevant, so that it can provide applicable recommendations for related parties.

DISCUSSION

1. Imposition of Criminal Sentences on Defendants in the Crime of Transferring, Duplicating, or Renting Out Objects that are the Object of Fiduciary Guarantee Based on Decision Number 549/Pid.Sus/2023/PN Tjk

Tanjung Karang District Court Decision Number 549/Pid.Sus/2023/PN Tjk sentenced the Defendant Made Susilo because it was legally and convincingly proven that he had committed the crime of transferring, duplicating, or renting out objects that were the object of fiduciary guarantees without the written consent of the fiduciary recipient. This action has violated the provisions of Article 36 of Law Number 42 of 1999 concerning Fiduciary Guarantees. In this case, the defendant intentionally rented out a motorized vehicle that was still the object of fiduciary guarantees to another party without the knowledge and permission of the *leasing party* as the fiduciary recipient.

The results of an interview with Mrs. Uni Latriani, as a Judge at the Tanjung Karang District Court, stated that in deciding a fiduciary case, the judge must look at the criminal elements of the defendant's actions comprehensively, including malicious intent (*mens rea*) and actual actions (*actus reus*). According to her, in this case, the elements of intent and without rights have been fulfilled, because the defendant was aware that the vehicle was still bound by a fiduciary agreement, but still rented it out for personal gain. In addition, the Panel of Judges considered the trial facts, such as witness statements from the financing company and documentary evidence, to strengthen the judge's confidence in issuing a verdict.

The results of an interview with Mr. Ahmad Fattahilla as a Prosecutor at the Bandar Lampung District Attorney's Office confirmed that proving the criminal elements in a fiduciary crime does not solely depend on physical control of the collateral, but rather on the defendant's bad faith in ignoring the legal agreement. The prosecutor stated that in this case, his party had sufficient evidence in the form of a fiduciary contract, a *leasing agreement*, and witness



statements stating that the defendant had received a warning but still committed the violation. The prosecutor believes that law enforcement against fiduciary violations is very important to provide legal certainty and protection for financial institutions.

An interview with Dennis Arya Putra, an investigator at the Bandar Lampung Police, explained that investigating fiduciary cases like this requires thorough investigation into the ownership and legal status of the goods. He stated that many perpetrators exploit weak post-credit agreement oversight to transfer goods without the fiduciary's permission. In Made Susilo's case, investigators discovered that the vehicle had been rented out several times and transferred to a third party, thus providing strong evidence of unauthorized transfer.

The court's ruling in this case not only reflects the law enforcement efforts against violations of rights under fiduciary agreements, but also demonstrates the commitment of law enforcement officials to maintaining integrity and trust in civil relationships protected by criminal law instruments. By sentencing the defendant to one year and six months in prison, the judge emphasized that the violation of the fiduciary guarantee object, which in this case has resulted in losses for the *leasing party*, is an intolerable act because it violates the principle of legal certainty and undermines the order of trust in fiduciary-based financing practices. This ruling simultaneously serves as a form of protection for creditors and a warning to the public to comply with binding legal provisions in every civil transaction with a criminal dimension.

An analysis of this decision shows that the act of transferring or renting out a fiduciary security object without the written consent of the fiduciary recipient constitutes a serious violation of the principle of trust that is the main basis of the fiduciary agreement, and therefore cannot be tolerated by law. The specific fiduciary agreement attached to the collateral object creates a legal obligation for the debtor or legal owner to refrain from actions that could harm the creditor, including the unilateral transfer of ownership or use of the collateral object. Violation of this provision not only indicates non-compliance with the contract, but also indicates the potential for criminal acts such as fraud or hidden embezzlement, which have a direct impact on the loss of legal protection for parties acting in good faith in financing transactions.

From the perspective of legal protection for creditors, this decision provides a significant deterrent effect against perpetrators who intentionally transfer fiduciary collateral objects without permission, because such actions not only harm the creditor financially, but also undermine the system of trust in financing transactions. Law enforcement through this criminal decision emphasizes that violations of creditor rights will be dealt with firmly, while also strengthening the legal position of creditors in claiming their rights to collateral objects.



Furthermore, this step is in line with the principle of prudence in the financial and financing system, which demands legal certainty and compliance with contracts, which are the main foundations in creating stability and security in the flow of debt agreements.

Fiduciary-related crimes are essentially formal offenses, meaning that the fulfillment of the criminal element does not depend on the actual loss suffered by the fiduciary recipient, but rather on proof of the transfer, duplication, or rental of the fiduciary object without the permission of the entitled party. This indicates that the primary focus of this offense is the violation of legal norms prohibiting the transfer of collateral without written consent, as a form of protection for creditors and upholding the principle of legal certainty. Therefore, in the law enforcement process, investigators and prosecutors are not required to prove direct financial loss, as the element of unlawful action is considered sufficient to constitute a crime. This approach makes it easier for law enforcement officials to take preventive and repressive action against perpetrators to maintain the integrity of the fiduciary-based financing system.

It is important to note that criminal acts within the scope of fiduciary guarantees often occur due to a lack of public understanding, particularly among debtors, of the legal consequences inherent in fiduciary agreements. Many debtors mistakenly assume that upon physically receiving a vehicle, they have full rights to use it as they wish, including renting, transferring, or even selling it to another party. However, under the fiduciary system, during the outstanding installment period, the vehicle's legal ownership remains with the financing company, and the vehicle serves as collateral that cannot be transferred without the written consent of the fiduciary recipient. This lack of awareness often creates loopholes for violations, which, if not accompanied by adequate legal education, will continue to recur, harming creditors and disrupting order in the consumer financing system.

The results of this study indicate that the criminal justice system has been effective in imposing sanctions for violations of fiduciary agreements, as reflected in Decision Number 549/Pid.Sus/2023/PN Tjk. This decision sets an important precedent confirming that violations of fiduciary collateral objects are not solely within the realm of civil law, but can also fall into the realm of criminal law if there is evidence of bad faith from the perpetrator, such as the act of transferring, renting, or duplicating the collateral object without the written consent of the fiduciary recipient. This demonstrates that the courts not only uphold the formal aspects of the contract but also protect the legal interests of the parties in the financing system by taking firm action against perpetrators who attempt to misuse collateral objects for personal gain. The criminal justice system plays a crucial role in maintaining legal certainty, providing a deterrent



effect, and strengthening protection for creditors in fiduciary practices.

Based on the results of the research and discussion, it can be analyzed that the imposition of a criminal sentence on the defendant in the criminal case of transferring, duplicating, or renting objects that are objects of fiduciary guarantee based on Decision Number 549 / Pid.Sus / 2023 / PN Tjk states that the Defendant Made Susilo, son of Basri (Alm) has been legally and convincingly proven guilty of committing the crime of "transferring fiduciary guarantee objects without prior written consent from the fiduciary recipient", as regulated in Article 23 paragraph (2) of Law Number 42 of 1999 concerning Fiduciary Guarantees. The defendant was charged based on the second alternative charge by the Public Prosecutor. For his actions, the defendant was sentenced to 3 (three) months in prison and a fine of IDR 1,000,000.00 (one million rupiah), with the provision that if the fine is not paid, it will be replaced with imprisonment for 1 (one) month.

2. The Judge's Consideration of the Legal Facts Regarding the Perpetrator of the Crime of Transferring, Duplicating, or Renting Out Objects that are the Object of Fiduciary Guarantee Based on Decision Number 549/Pid.Sus/2023/PN Tjk

In Decision Number 549/Pid.Sus/2023/PN Tjk, the Panel of Judges at the Tanjung Karang District Court considered various legal facts revealed during the trial before handing down the verdict against defendant Made Susilo. The judges deemed the defendant's actions in renting out a motor vehicle that was the object of a fiduciary guarantee to another party without written consent from the *leasing party* to be unlawful. This consideration is based on Article 36 of Law Number 42 of 1999 concerning Fiduciary Guarantees, which expressly prohibits such actions.

The results of an interview with Mrs. Uni Latriani, as Judge at the Tanjung Karang District Court, explained that in examining this case, the Panel of Judges was guided by legally valid evidence, including the fiduciary agreement, witness statements from the financing company, and the defendant's confession admitting his actions. She stated that "the transfer of fiduciary collateral without permission legally fulfills the element of intent, because the defendant knew that the vehicle was still the object of collateral." In addition, the judge also considered whether the defendant's actions caused losses to the fiduciary recipient and whether reconciliation efforts had been made.

The results of the interview with Mr. Ahmad Fattahilla, as a Prosecutor at the Bandar Lampung District Attorney's Office, the basis of evidence from the public prosecutor in this case does not only rely on the fiduciary deed, but also examines the existence of malicious intent from the defendant who consciously rented the vehicle several times to gain profit. The prosecutor



stated that "the judge's considerations are in line with our demands, because the element of bad faith is very clear and detrimental to the *leasing party*." In this case, the criminal charges submitted also consider the principles of proportionality and justice, considering that the defendant did not show remorse during the trial process.

Based on interviews with Dennis Arya Putra, an investigator at the Bandar Lampung Police, the investigation into this case revealed that the vehicle had been rented to several parties and had even changed hands. Police found evidence of rental payments and testimony from the renter corroborating the defendant's unauthorized transfer. These facts formed a key part of the police investigation report, which was then used by the prosecutor and considered by the judge in deciding this case.

In its deliberations, the Panel of Judges also stated that the defendant's actions violated the principle of trust, the primary foundation of the legal relationship between debtors and creditors in a fiduciary financing scheme. This trust serves as the basis for the fiduciary recipient to hand over financing with the assurance that the collateral will not be transferred, leased, or otherwise utilized unilaterally without consent. When an object used as fiduciary collateral is transferred or leased without permission, not only is the creditor's rights violated, but legal uncertainty also arises, potentially disrupting the stability of the financing system and harming parties acting in good faith. Therefore, the Panel of Judges believes that such actions must receive a firm legal response in the form of criminal sanctions, in order to provide a deterrent effect for the perpetrator and other parties, and to maintain the integrity and certainty of fiduciary practices, which are an essential part of the national financing system.

Furthermore, the judge also considered that the defendant did not demonstrate good faith throughout the legal process, which was an aggravating factor in the verdict. Although the defendant apologized at trial, this was not accompanied by a concrete effort to return the unlawfully obtained profits or compensate for the losses suffered by the leasing company as the recipient of the fiduciary. This absence of a sense of responsibility indicates that the defendant did not sincerely regret his actions, and even tended to ignore the principles of justice and good faith that should be upheld in contractual relationships. Therefore, the panel of judges considered that a prison sentence was still appropriate because the defendant's actions were not merely a form of administrative negligence, but rather a deliberate and detrimental contractual deviation, which clearly violated legal norms and injured trust in the fiduciary system.

The judge also considered that motor vehicles as fiduciary objects have high economic value and a strategic role in people's lives, both for productive needs such as business, and



consumptive in supporting daily mobility. Therefore, when a vehicle that is the object of collateral is misused, for example, transferred or rented without permission, the impact is not only felt by the leasing party as the recipient of the fiduciary, but also has the potential to cause systemic losses in the financing industry as a whole, because it can disrupt the stability of trust between economic actors. In considering his decision, the judge explicitly emphasized that criminal sentences are imposed not solely to punish the defendant individually, but also to protect broader legal interests and maintain a sense of public justice, so that the practice of misuse of fiduciary objects does not develop into a habit that damages the legal order and the national economy.

The Panel of Judges rejected the defense argument of the defendant's attorney stating that the act of renting the vehicle was done because of economic pressure, by emphasizing that difficult economic conditions are not a reason that can justify unlawful acts, especially when the act is done repeatedly and with full awareness. The judge considered that such a defense is subjective and cannot be used as a basis for eliminating the element of criminal guilt, because criminal law demands responsibility for every violation that harms another party, regardless of the personal motives of the perpetrator. This decision reflects the court's siding with the principle of legal certainty and protection of the rights of creditors who have been harmed, and shows that the judicial institution places the public interest and the integrity of the legal system above subjective reasons that can open loopholes to justify violations of the law.

In its verdict, the Panel of Judges declared that the defendant was legally and convincingly proven guilty of violating the provisions of Article 36 of Law Number 42 of 1999 concerning Fiduciary Guarantees, and therefore sentenced him to one year and six months in prison. This verdict was made after a comprehensive evidentiary process, with careful consideration of all evidence presented in the trial, including witness statements, fiduciary agreement documents, and the defendant's confession. In addition, the Panel of Judges also based the verdict on the principle of justice to provide balanced legal protection for the parties, the principle of legal certainty so that every violation receives a firm response in accordance with applicable norms, and the principle of benefit to prevent the recurrence of similar acts in the future. This verdict is not only repressive against violations of the law, but also reflects the active role of the judiciary in maintaining the legal order and trust in the fiduciary-based financing system.

Overall, the judge's considerations in this case reflect a high degree of prudence and adherence to legal values that uphold the protection of creditors' rights as fiduciary recipients. In deciding the case, the judge not only assessed the formal aspects of the fiduciary agreement but also emphasized the importance of maintaining trust and legal certainty in financing practices,



particularly when collateral is unlawfully transferred by the debtor. This decision not only corrects the violations that have occurred but also sets an important precedent that can be used as a reference in handling similar cases in the future. Furthermore, this decision strengthens the position of financing institutions as entities entitled to strict legal protection, particularly when dealing with debtors who commit default or manipulative actions against collateral. The judiciary plays a strategic role in creating a healthy, fair, and accountable financing climate.

Based on the results of the research and discussion, it can be analyzed that the Judge's consideration of the legal facts against the perpetrator of the crime of transferring, duplicating, or renting objects that are the object of fiduciary collateral based on Decision Number 549 / Pid.Sus / 2023 / PN Tjk by considering a number of legal facts revealed in the trial, including the existence of a valid fiduciary agreement between the defendant and the *leasing party*, as well as the element of intent from the defendant in transferring the fiduciary object without the knowledge and permission of the creditor. The Judge also considered that the defendant's actions had violated the provisions of positive law and violated the principle of good faith in contractual relationships. Therefore, the judge's consideration reflects caution and proportionality in upholding justice.

CLOSING

1. Conclusion

Based on the research results and discussion, it can be concluded that:

- a. The imposition of a criminal sentence on the defendant in the criminal case of transferring, duplicating, or renting objects that are the object of fiduciary guarantees based on Decision Number 549/Pid.Sus/2023/PN Tjk stated that the Defendant Made Susilo, son of Basri (Alm) has been legally and convincingly proven guilty of committing the crime of "transferring fiduciary guarantee objects without prior written consent from the fiduciary recipient", as regulated in Article 23 paragraph (2) of Law Number 42 of 1999 concerning Fiduciary Guarantees. The defendant was charged based on the second alternative charge by the Public Prosecutor. For his actions, the defendant was sentenced to 3 (three) months in prison and a fine of IDR 1,000,000.00 (one million rupiah), with the provision that if the fine is not paid, it will be replaced with imprisonment for 1 (one) month.
- b. The Judge's consideration of the legal facts against the perpetrator of the crime of transferring, duplicating, or renting objects that are the object of fiduciary guarantees based on Decision Number 549 / Pid.Sus / 2023 / PN Tjk by considering a number of legal facts



revealed in the trial, including the existence of a valid fiduciary agreement between the defendant and the *leasing party*, as well as the element of intent from the defendant in transferring the fiduciary object without the knowledge and permission of the creditor. The Judge also considered that the defendant's actions had violated the provisions of positive law and violated the principle of good faith in contractual relationships. Therefore, the judge's considerations reflect caution and proportionality in upholding justice.

2. Suggestion

- a. Financing companies and creditors are advised to regularly monitor fiduciary collateral and include a clear legal protection clause in the agreement to prevent unilateral transfers by the debtor. Law enforcement officials, particularly investigators and prosecutors, are also advised to be more proactive in handling fiduciary violation cases to ensure a deterrent effect and maximize legal protection for the injured party.
- b. For the public or those involved in fiduciary agreements, it is important to thoroughly understand the legal consequences of transferring, duplicating, or renting objects that serve as fiduciary collateral without the permission of the entitled party. Such actions not only constitute a violation of the agreed agreement but can also result in criminal sanctions as stipulated in Law Number 42 of 1999 concerning Fiduciary Guarantees. Therefore, legal education regarding the provisions and obligations in fiduciary agreements needs to be improved, both through outreach by government institutions and counseling by relevant parties, so that the public has an adequate understanding and does not fall into legal violations that have detrimental impacts, both for themselves and other interested parties.

BIBLIOGRAPHY

- Faizal Pratama Febriansyah, Purwoto & R. Suharto. 2016. *Legal Review of the Case of Transfer of Fiduciary Collateral from a Criminal Law Perspective*, Jurnal Diponegoro Law Review, UNDIP. Semarang. Vol. 5 No. 2.
- Febrian Hadi. 2017. *Fiduciary Guarantee Agreement*, Scientific Journal, University Mataram.
- Wazin. 2016. *Fiduciary Guarantee Law in Finance Companies*, LPPM UIN "SMH" Banten.
- Yurizal. 2015. *Criminal Aspects in Law No. 42 of 1999 concerning Fiduciary Guarantee*, Media Nusa Creative. Malang
- Zulfi Diane Zaini. 2014. *Transfer of Banking Institution Supervisory Functions from Bank Indonesia to the Financial Services Authority*, Legal Institutions, Vol. 9 (1).

