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Reconstruction of Protective Clauses in Auction Minutes to Strengthen Legal Protection for Winners in Auctions of Receivables Secured by Mortgage Rights

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Abstract: This study analyzes the legal position and evidentiary scope of Auction Minutes in auctions of receivables secured by Mortgage Rights and formulates a protective-document framework for good-faith auction winners. The research addresses the gap between the formal authenticity of Auction Minutes and the limited preventive protection available when disputes arise concerning the validity, assignment, notification, registration, or enforcement of receivables. It employs normative legal research using statutory, conceptual, and case approaches. Primary, secondary, and tertiary legal materials were collected through library research and analyzed through grammatical, systematic, teleological, and prescriptive legal reasoning. The findings show that Auction Minutes primarily authenticate the conduct and result of the auction but do not independently establish the substantive validity of the receivable or automatically confer an effective creditor position on the winner. Effective protection depends on valid assignment, debtor notification, transfer of supporting documents, and registration of the Mortgage Right. The novelty lies in a differentiated framework that distributes protective provisions among Auction Minutes, auction terms, seller representations, assignment instruments, debtor-notification documents, and registration records. This framework clarifies responsibilities, allocates risks proportionately, preserves lawful debtor defenses, and strengthens preventive legal protection without granting absolute immunity to the auction winner.

Keywords: Auction Minutes, Good-Faith Auction Winner, Mortgage Rights, Protective Provisions, Receivables Assignment.

INTRODUCTION

The development of financing practices and the resolution of non-performing loans within Indonesia's security law system have encouraged the use of legal mechanisms that facilitate not only debt recovery but also the efficient transfer of receivable rights. One mechanism increasingly used by banks and financial institutions is the public auction of receivables secured by Mortgage Rights. In this legal arrangement, *cessie* constitutes the

assignment of receivables from the original creditor, or cedent, to a new creditor, or cessionary, while the auction functions as a public mechanism through which the receivable rights are transferred to the successful bidder. Therefore, the principal object transferred is the receivable, whereas the Mortgage Right follows the receivable as an accessory security right. Economically, this mechanism may accelerate the resolution of non-performing loans and improve creditor liquidity. Juridically, however, it creates a complex legal relationship because the transaction concerns an intangible receivable right together with the security rights attached to it, rather than the direct transfer of a tangible asset (Rahmawati et al., 2025; Pramono, 2014; Tenritata et al., 2018).

The assignment of receivables through cessie is principally governed by Article 613 of the Indonesian Civil Code. This provision requires the assignment of registered receivables to be made through an authentic deed or a private deed. For the assignment to be effective against the debtor, it must also be notified to the debtor or acknowledged and approved by the debtor in writing. The legal consequence of cessie is the transfer of creditor position from the assignor to the assignee, although such transfer does not eliminate the legal relationship between the debtor and the assigned receivable. Therefore, the validity of the assignment depends not only on the agreement between the assignor and assignee but also on compliance with the legal requirements governing notification and enforceability against the debtor (Dharsana & Kresnadjaja, 2023). When the assigned receivable is secured by a Mortgage Right, the transfer must also be understood within the framework of Law Number 4 of 1996 concerning Mortgage Rights over Land and Objects Related to Land.

The legal process involved in an auction of receivables secured by Mortgage Rights comprises several interrelated stages. It begins with the existence of a valid principal receivable and a valid Mortgage Right securing that receivable. The receivable is subsequently offered through a lawful auction procedure and transferred to the successful bidder. The transfer must then be followed by notification to or acknowledgment by the debtor and, where required, the administrative registration of the transfer of the Mortgage Right. Only after these requirements have been satisfied may the auction winner effectively exercise the rights of the new creditor, including the right to collect the receivable and, subject to the applicable legal requirements, enforce the attached security. This sequence demonstrates that Auction Minutes, the deed or instrument of receivables assignment, notification to the debtor, and registration of the transferred Mortgage Right perform different but complementary legal functions.

Within this legal framework, Auction Minutes occupy an important position as an authentic deed prepared by an authorized Auction Officer. They provide strong evidentiary value concerning the conduct of the auction, the auctioned object, the successful bidder, the auction price, and the procedural stages recorded by the Auction Officer. Auction Minutes therefore constitute authentic evidence that a public auction has been conducted and that a particular bidder has been declared the auction winner. Nevertheless, their evidentiary function must be distinguished from the substantive validity of the assigned receivable and its accompanying security. Auction Minutes cannot, by themselves, cure defects in the underlying receivable, validate an unauthorized assignment, substitute for notification to the debtor, eliminate lawful debtor defenses, or replace the administrative registration required for the transfer of Mortgage Rights (Margono, 2019; Simatupang, 2021; Azzahra & Badriyah, 2023).

This distinction reveals an important gap between formal evidentiary legitimacy and substantive legal effectiveness. Formally, Auction Minutes prove that the auction has been conducted according to the procedures recorded in the authentic deed. Substantively, however, the auction winner's ability to exercise the rights of a new creditor still depends on the validity of the receivable, the authority of the original creditor, the legality of the assignment, notification to the debtor, the status of the collateral, and compliance with the relevant registration requirements. Consequently, the auction winner's legal status should not be

understood as arising exclusively from Auction Minutes, but from the cumulative fulfillment of the legal requirements governing the auction, assignment of receivables, and transfer of accessory security rights.

In practice, auction winners may still encounter debtor objections, third-party claims, disputes concerning the existence or amount of the receivable, certificate blocking, attachment of collateral, resistance to enforcement, and administrative obstacles in recording the transfer of rights. These difficulties do not necessarily indicate that the auction procedure itself was unlawful. They may arise from substantive defects in the underlying receivable, incomplete documentation, insufficient disclosure, ineffective notification, competing claims over the collateral, or differences in the interpretation of the parties' legal positions. This situation demonstrates that the authentic character of Auction Minutes provides strong documentary evidence but does not automatically guarantee the factual enforceability of every right claimed by the auction winner (Asuan, 2021; Azzahra & Badriyah, 2023; Hutapea, 2021; Yani, 2020).

Legal protection in this context must also be proportionate and balanced. The auction winner who has fulfilled the payment obligation and participated in a lawful public auction deserves protection as a good-faith purchaser or recipient of the assigned receivable. At the same time, the transfer of the receivable must not unjustifiably worsen the substantive legal position of the debtor. The debtor must retain any lawful defenses that could have been asserted against the original creditor, including defenses relating to payment, invalidity of the principal agreement, miscalculation of the outstanding debt, set-off, lack of authority of the assignor, or defective notification of the assignment. Similarly, third parties must retain the right to submit legitimate claims through the legal mechanisms provided by law. Protective clauses should therefore clarify legal positions and allocate risks without creating absolute immunity for the auction winner or eliminating the lawful rights of debtors and third parties.

From the perspective of legal protection theory, the existing framework remains predominantly repressive because effective protection frequently becomes available only after a dispute has arisen and the auction winner is required to defend the acquired rights before a court. In transactions conducted through a public auction, protection should also operate preventively by ensuring transparency, clarifying the legal status of the parties, identifying the scope of the Auction Officer's examination, explaining the transfer of rights and risks, preserving lawful debtor defenses, and determining the relevant dispute resolution mechanisms. The incorporation of appropriately formulated protective provisions may therefore strengthen legal certainty and reduce interpretative uncertainty, although such clauses cannot replace the substantive and administrative legal requirements governing the assignment of receivables and Mortgage Rights (Nurhayati, 2020; Shahrullah, 2019; Azzahra & Badriyah, 2023).

The limited authority of the Auction Officer further reinforces the need for clearer legal documentation. The Auction Officer is authorized to verify compliance with formal auction requirements, conduct the auction, determine the successful bidder, and record the process in Auction Minutes. However, the Auction Officer is not necessarily authorized or institutionally capable of guaranteeing the material truth of the receivable, the debtor's factual condition, the absence of debtor defenses, or the non-existence of third-party claims. Consequently, protective provisions should not transform the Auction Officer into a guarantor of the substantive quality of the auctioned receivable. Instead, they should expressly explain the scope of formal examination, the information and warranties provided by the seller or original creditor, the risks accepted by the auction winner, and the legal remedies available when the disclosed information proves inaccurate (Simatupang, 2021; Santoso, 2020; Sani et al., 2025).

Previous studies have examined legal protection for winners of Mortgage Rights execution auctions, the evidentiary force of Auction Minutes, the legal certainty of receivables assignment through cessie, and the protection of good-faith purchasers. Azzahra and Badriyah

(2023) examined the difficulties faced by winners of Mortgage Rights execution auctions in obtaining control over auctioned objects. Asuan (2021) emphasized the need to protect auction winners in the execution of Mortgage Rights. Rahmawati et al. (2025) discussed the legal protection of recipients of receivables assignments secured by Mortgage Rights, while Sani et al. (2025) identified juridical risks associated with the acquisition of non-performing assets through cessie. Ekaratri and Gunadi (2024) further examined the juridical consequences of receivables transfer through cessie, demonstrating that the validity of such transfer requires careful attention to the legal relationship between the original creditor, the assignee, and the debtor. Siswanto and Tedjokusumo (2024) emphasized transparency as an essential mechanism for preserving debtor rights in receivables assignments.

The novelty of this study therefore lies in the formulation of a preliminary normative framework for protective provisions applicable to auctions of receivables secured by Mortgage Rights. Rather than treating Auction Minutes as instruments that independently establish the substantive validity of the transferred receivable, this study positions them as authentic evidentiary documents that may be strengthened through provisions clarifying the auction result, the status of the successful bidder, the scope of the Auction Officer's formal examination, the transfer of rights and risks, the protection of good-faith parties, the preservation of lawful debtor defenses, and the available dispute resolution mechanisms. Certain protections may be included in Auction Minutes, while others may more appropriately be placed in the auction terms and conditions, the seller's representations and warranties, the deed of assignment, or the post-auction registration documents. This differentiated approach is intended to improve transparency, allocate legal risks more proportionately, and reduce uncertainty in the enforcement of the transferred receivable.

The urgency of this study is also associated with the need to harmonize contract law, security law, auction law, and land administration. The auction of receivables secured by Mortgage Rights is not merely a public sale transaction. It involves the validity of the principal receivable, the assignment of the creditor's position, the transfer of accessory security rights, notification to the debtor, administrative registration, and the possible enforcement of the Mortgage Right. Legal certainty therefore requires not only valid auction procedures but also coherent documentation and coordination among the original creditor, auction winner, Auction Officer, State Assets and Auction Service Office, Land Office, debtor, and other relevant parties. Protective provisions may support this process, but their effectiveness remains dependent on compliance with the wider legal framework.

Based on the foregoing discussion, this study addresses two research questions. First, what is the legal position and evidentiary scope of Auction Minutes in the transfer of receivables secured by Mortgage Rights, particularly in establishing the auction winner's position as a prospective new creditor? Second, how should protective provisions be reconstructed and distributed among Auction Minutes and related legal documents to strengthen preventive legal protection for good-faith auction winners without eliminating the lawful rights and defenses of debtors and third parties? Accordingly, this study aims to analyze the legal position and limitations of Auction Minutes and to formulate a balanced normative model of protective provisions for auctions of receivables secured by Mortgage Rights. The proposed model is intended as a preliminary normative framework that requires further regulatory, institutional, and practical validation.

METHODS

This study employs normative legal research, also referred to as doctrinal legal research, to examine the legal norms, principles, doctrines, and judicial reasoning governing auctions of receivables secured by Mortgage Rights. Normative legal research treats law as a coherent system of authoritative norms that can be analyzed through legal interpretation, doctrinal

reasoning, and normative construction to identify inconsistencies and formulate legal prescriptions (Hutchinson & Duncan, 2012; Marzuki, 2008; Soekanto & Mamudji, 2014). This method was selected because the central issue concerns the normative gap between the evidentiary status of Auction Minutes as authentic deeds and the limited preventive protection available to auction winners in exercising assigned receivable rights.

The object of this study is not the Mortgage Rights Certificate as the object of *cessie*, but the legal construction of the transfer of receivables secured by Mortgage Rights through a public auction. The analysis focuses on the legal position and evidentiary scope of Auction Minutes, the validity requirements for the assignment of receivables, the accessory transfer of Mortgage Rights, notification to the debtor, registration of the transfer of Mortgage Rights, the authority of Auction Officers, the protection of good-faith auction winners, and the preservation of lawful defenses belonging to debtors and third parties.

This study applies statutory, conceptual, and case approaches in a complementary manner (Ibrahim, 2013; Marzuki, 2008). The statutory approach is used to examine the consistency and relationship among legal provisions governing the assignment of receivables, authentic deeds, Mortgage Rights, auction procedures, land administration, and good-faith purchasers. The principal legal instruments analyzed include Article 613 of the Indonesian Civil Code concerning the assignment of receivables, Article 1868 concerning authentic deeds, Article 1338 concerning agreements and good faith, Law Number 4 of 1996 concerning Mortgage Rights over Land and Objects Related to Land, Government Regulation Number 24 of 1997 concerning Land Registration, Minister of Finance Regulation Number 122 of 2023 concerning Auction Implementation Guidelines, and Supreme Court Circular Letter Number 4 of 2016 concerning the protection of good-faith purchasers.

Through the statutory approach, the study distinguishes the legal functions of the documents and procedures involved in the transaction. Auction Minutes are examined as authentic evidence of the conduct and result of the auction. The deed or instrument of assignment is examined as the legal basis for transferring the receivable. Notification to or acknowledgment by the debtor is examined in relation to the effectiveness of the assignment against the debtor, while registration is examined as the administrative mechanism for recording the transfer of Mortgage Rights. This distinction is used to assess whether Auction Minutes alone are sufficient to establish the auction winner's substantive position as the new creditor or whether that position depends on the cumulative fulfillment of the applicable legal requirements.

The conceptual approach is employed to analyze the doctrines of *cessie*, the accessory nature of Mortgage Rights, authentic deeds, legal certainty, preventive and repressive legal protection, good faith, risk allocation, debtor defenses, and protective provisions. It is also used to distinguish formal evidentiary legitimacy from substantive validity. Formal evidentiary legitimacy refers to the capacity of Auction Minutes to prove that an auction was conducted by an authorized official and resulted in a particular successful bidder. Substantive validity concerns the existence and validity of the receivable, the authority of the assignor, the validity of the assignment, notification to the debtor, the legal status of the collateral, and compliance with registration requirements. This distinction prevents Auction Minutes from being interpreted as automatically curing defects in the underlying receivable or assignment.

The case approach is applied to selected decisions of the Supreme Court of the Republic of Indonesia concerning public auctions, good-faith purchasers, and the legal protection of parties acquiring rights through lawful auction procedures. The principal decisions examined are Supreme Court Decision Number 158 K/Pdt/2005 and Supreme Court Decision Number 3564 K/Pdt/2015, together with the relevant Civil Chamber formulation contained in Supreme Court Circular Letter Number 4 of 2016. These authorities are selected purposively based on their relevance to the validity of public auctions, the protection of good-faith purchasers, and

the limits of such protection where procedural irregularities, substantive defects, or lawful third-party claims are established.

Although the selected decisions primarily concern the auction of tangible collateral rather than the auction of intangible receivables, their judicial principles are examined analogically and cautiously. The analysis does not assume that the protection granted to purchasers of tangible auction objects automatically applies in the same manner to winners of auctions of receivables. Instead, the decisions are used to identify general judicial criteria concerning lawful auction procedures, good faith, reasonable diligence, and the legal effect of auction documents. Supreme Court Decision Number 3753 K/Pdt/2020 is not included as a principal case because it concerns the legal consequences of a land sale and purchase arrangement rather than an auction or an assignment of receivables. It may only be used as limited comparative material where relevant to distinguishing evidentiary documents from instruments that substantively transfer rights.

Each principal decision is analyzed using a structured case-analysis framework comprising the relevant facts, legal issues, principal arguments of the parties, the court's ruling, the *ratio decidendi*, the criteria used to determine good faith, the legal treatment of Auction Minutes or related auction documents, the recognition of debtor or third-party claims, and the decision's relevance to auctions of receivables secured by Mortgage Rights. This framework ensures that the case approach is substantively incorporated into the analysis rather than being limited to the mere listing of judicial decisions.

The legal materials used in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include legislation, government regulations, ministerial regulations, Supreme Court Circular Letters, and relevant judicial decisions. Secondary legal materials include peer-reviewed journal articles, legal textbooks, previous studies, and scholarly doctrines concerning the assignment of receivables, Mortgage Rights, auctions, authentic deeds, good faith, legal certainty, and legal protection. Tertiary legal materials include legal dictionaries, legal encyclopedias, and indexes of legislation used to clarify terminology and support the identification of authoritative sources.

Legal materials are collected through library research by systematically identifying, inventorying, classifying, and organizing relevant sources according to the research questions (Soekanto & Mamudji, 2014; Zed, 2014). The materials are classified into six analytical themes: the validity of the principal receivable; the assignment of receivables through *cessie*; the accessory transfer and registration of Mortgage Rights; the legal and evidentiary function of Auction Minutes; the protection of auction winners, debtors, and third parties; and the distribution of protective provisions among Auction Minutes and related legal documents. The related documents include auction terms and conditions, seller representations and warranties, the assignment instrument, debtor-notification documents, and post-auction registration documents.

The collected legal materials are analyzed qualitatively through grammatical, systematic, and teleological interpretation. Grammatical interpretation is used to determine the textual meaning of provisions governing the assignment of receivables, authentic deeds, auctions, and Mortgage Rights. Systematic interpretation is employed to examine the relationship among contract law, security law, auction law, and land-administration law. Teleological interpretation is used to identify the regulatory purposes of legal certainty, transparency, the protection of good-faith parties, the preservation of lawful debtor defenses, and the prevention of disproportionate risk allocation (Barak, 2005; McCormick & Summers, 1991; Mertokusumo, 2010).

The analysis is completed through prescriptive-analytical legal reasoning by comparing statutory norms, legal doctrines, and judicial reasoning to formulate a preliminary normative framework for protective provisions (Dworkin, 1986; Kelsen, 2005; Marzuki, 2008). The

proposed provisions are assessed according to four criteria: compatibility with the statutory function of Auction Minutes; consistency with the limited authority of Auction Officers; proportional protection of auction winners, debtors, and third parties; and suitability for placement in the relevant legal document. Accordingly, this study does not assume that all protective provisions must be incorporated into Auction Minutes. Certain matters may be more appropriately regulated through auction terms, seller representations and warranties, the assignment instrument, debtor-notification documents, or Mortgage Right registration documents.

The resulting framework includes provisions concerning the identification of the assigned receivable, the status of the successful bidder, the scope of the Auction Officer's formal examination, seller disclosure and warranties, the transfer of accessory rights, the allocation of post-auction risks, the conditional protection of good-faith parties, the preservation of lawful debtor defenses, and dispute resolution. This study therefore examines the applicable law, or *ius constitutum*, while also formulating recommendations for legal development, or *ius constituendum*. The proposed framework remains normative and preliminary because it has not been empirically validated through interviews, institutional assessment, or testing against actual auction documents and practices.

RESULTS AND DISCUSSION

The Legal Position and Evidentiary Scope of Auction Minutes in Auctions of Receivables Secured by Mortgage Rights

The findings indicate that an auction of receivables secured by Mortgage Rights constitutes a complex legal arrangement involving contract law, security law, auction law, and land administration. The principal object transferred through this mechanism is the receivable held by the original creditor against the debtor. The Mortgage Right is not the principal object of the assignment but an accessory security right that follows the receivable in accordance with the applicable legal requirements. Accordingly, the Mortgage Rights Certificate serves as evidence of the registered security right and should not be treated as the object of *cessie*.

The legal consequences of the transaction cannot therefore be reduced to the determination of a successful bidder through a public auction. The auction winner's effective position as the new creditor depends on several cumulative requirements: the existence and validity of the underlying receivable; the authority of the original creditor to assign it; the validity of the auction procedure; the execution of the relevant assignment instrument; notification to or written acknowledgment by the debtor; and the fulfillment of the administrative requirements for recording the transfer of the Mortgage Right.

Article 613 of the Indonesian Civil Code provides that registered receivables may be assigned through an authentic deed or a private deed. However, the assignment becomes effective against the debtor only after it has been notified to the debtor or acknowledged and approved by the debtor in writing. In the case of a receivable secured by a Mortgage Right, the accessory security right follows the assigned receivable, subject to the registration requirements prescribed by Law Number 4 of 1996 concerning Mortgage Rights over Land and Objects Related to Land. Consequently, the transfer of the creditor's position is produced by the combined operation of the assignment, notification, and registration requirements, rather than solely by the issuance of Auction Minutes (Pramono, 2014; Rahmawati et al., 2025; Tenritata et al., 2018).

Within this legal framework, Auction Minutes retain an important but limited function. As an authentic deed prepared by an authorized Auction Officer, Auction Minutes provide strong evidence regarding the conduct of the auction, the identity of the seller and successful bidder, the auctioned receivable, the auction price, and the procedural events formally recorded by the Auction Officer. Their external evidentiary force concerns their appearance and status

as an authentic deed; their formal evidentiary force concerns the statements and procedural events recorded by the authorized official; and their material evidentiary force concerns the matters properly declared or witnessed within the scope of the Auction Officer's authority (Margono, 2019; Simatupang, 2021).

Nevertheless, this evidentiary force must not be interpreted as a guarantee of the substantive validity of every underlying legal relationship. Auction Minutes cannot independently establish that the receivable exists in the amount represented by the seller, that the original creditor possesses unrestricted authority to assign it, that the principal agreement is free from defects, that the debtor has no lawful defense, or that no third party has a legitimate claim over the collateral. They also cannot replace notification to the debtor or the administrative registration required for the transfer of the Mortgage Right.

This distinction produces two separate dimensions of legal validity. The first is formal evidentiary legitimacy, which means that Auction Minutes authenticate the implementation and result of the auction. The second is substantive validity and enforceability, which depend on the validity of the underlying receivable, the legality of the assignment, the authority of the assignor, notification to the debtor, the status of the collateral, and compliance with registration requirements. Auction Minutes may prove that the auction winner acquired the receivable through the auction process, but the effective exercise of the creditor's rights remains subject to the fulfillment of those substantive and administrative requirements.

The first finding of this study is therefore that Auction Minutes do not independently create or validate the substantive receivable right. Their primary legal position is that of an authentic evidentiary instrument recording the conduct and result of the auction. They may support the establishment of the auction winner's position as the new creditor, but only as part of a broader legal arrangement consisting of the auction documents, the assignment instrument, debtor notification, the transfer of supporting documents, and the registration of the transferred Mortgage Right.

The Legal Relationships and Responsibilities of the Parties

The legal relationship between the original creditor and the auction winner arises from the transfer of the receivable. The original creditor must possess legal authority over the receivable and must provide accurate and sufficient information concerning its existence, amount, payment history, maturity, supporting agreements, security status, prior assignments, disputes, attachments, and other circumstances that may affect its enforceability. The seller's obligation should not be limited to submitting documents formally required for an auction. It should also include responsibility for material representations concerning the receivable insofar as those matters fall within the seller's knowledge and control.

The position of the auction winner as a recipient of assigned receivables also requires protection against risks arising from incomplete information, defective documentation, or uncertainty regarding the transferred claim. Fahmi et al. (2025) emphasized that buyers receiving transferred receivables through cessie require adequate legal protection because the transfer of receivables may involve risks concerning the validity and enforceability of the underlying claim. Therefore, preventive protection should not only focus on the auction procedure but also on disclosure obligations and allocation of responsibility among the parties.

The auction winner acquires the receivable based on the auction result and the subsequent assignment arrangement. However, the winner does not obtain rights greater than those lawfully held by the original creditor. The principle *nemo plus iuris ad alium transferre potest quam ipse habet* means that a person cannot transfer more rights than that person possesses. Therefore, the auction mechanism cannot cure the non-existence of a receivable, eliminate defects in the principal agreement, or remove lawful defenses that the debtor could have raised against the original creditor.

The legal relationship between the auction winner and the debtor remains based on the original obligation. The assignment changes the identity of the creditor but does not automatically create a new debt or alter the substance of the debtor's obligation. Once the assignment becomes effective against the debtor, the debtor must perform the obligation toward the lawful new creditor. Nevertheless, the transfer must not place the debtor in a materially worse legal position merely because the identity of the creditor has changed.

The debtor must therefore retain lawful defenses arising from the original legal relationship, including evidence that the debt has been paid, that the amount claimed is inaccurate, that the principal agreement is invalid, that a right of set-off exists, that the assignor lacked authority, or that the assignment was not properly notified. The preservation of such defenses is essential to ensure that preventive protection for the auction winner does not develop into disproportionate protection that removes the substantive rights of the debtor.

The Auction Officer has a different legal position. The relationship between the Auction Officer and the auction participants is public-administrative in nature. The Auction Officer is responsible for examining formal auction requirements, conducting the auction in accordance with the applicable procedure, determining the successful bidder, and recording the auction process in Auction Minutes. The Auction Officer is not a party to the original credit agreement or to the substantive relationship between the creditor and debtor.

Accordingly, the Auction Officer should not be treated as a guarantor of the material truth of the receivable. The officer's formal examination does not necessarily include a comprehensive audit of the debtor's payment history, a judicial determination of the validity of the principal agreement, verification of all possible debtor defenses, or a guarantee that no third-party claim will arise. The Auction Minutes should therefore state the scope and limits of the Auction Officer's examination so that participants do not incorrectly assume that the public nature of the auction guarantees every substantive aspect of the assigned receivable.

The Land Office performs a separate administrative function relating to the registration of the transfer of the Mortgage Right. The transfer of the receivable and its accessory security right must be distinguished from the administrative recording of that transfer. Krisnawaty et al. (2026) explain that the transfer of Mortgage Rights resulting from cessie also represents a land administration act requiring proper administrative recognition to ensure legal certainty concerning the new creditor's position. Delays or deficiencies in registration may affect the publicity and administrative recognition of the new creditor's position.

The second finding is that legal responsibility in an auction of receivables secured by Mortgage Rights must be allocated according to the authority and control of each party. The seller is principally responsible for the existence, authority, and material disclosure of the receivable. The Auction Officer is responsible for formal compliance and the accurate recording of the auction process. The auction winner is responsible for complying with payment obligations and exercising reasonable diligence. The debtor retains lawful defenses, while the Land Office is responsible for processing the registration of the transferred Mortgage Right in accordance with the submitted documents and applicable regulations.

Judicial Protection of Good-Faith Auction Purchasers and Its Limitations

Judicial practice recognizes that a person who acquires property through a lawful state auction may qualify as a good-faith purchaser entitled to legal protection. Supreme Court Decision Number 158 K/Pdt/2005 concerned a purchaser who acquired land and a building through an auction administered in connection with the restructuring of banking assets. The legal principle subsequently recorded in the Supreme Court's 2018 Compilation of Jurisprudence states that a person purchasing land through a state auction may be regarded as a good-faith purchaser. However, this decision concerned the acquisition of tangible property

through an auction rather than the assignment of an intangible receivable through *cessie*. Its principle must therefore be applied analogically and cautiously to the present research object.

Supreme Court Decision Number 3564 K/Pdt/2015 is more directly related to the execution auction of a Mortgage Right object. In that case, the debtor's objection was considered to lack a sufficient legal basis, while the auction winner's acquisition of the collateral through the applicable auction procedure was recognized as valid and legally protected. Nevertheless, this decision also concerns the auction of the collateral object, not an auction through which the creditor's receivable position is assigned. It supports the protection of lawful auction purchasers, but does not establish that Auction Minutes alone validate an assigned receivable or substitute for the requirements of Article 613 of the Indonesian Civil Code.

The formulation of the Civil Chamber contained in Supreme Court Circular Letter Number 4 of 2016 similarly recognizes criteria for protecting good-faith purchasers and regulates the appropriate procedural form for challenging completed execution auctions. The Supreme Court has also explained that these criteria have developed through several chamber formulations and were later refined. Thus, good faith cannot be understood solely from the fact that a party participated in a public auction; it also requires compliance with the applicable procedure and reasonable care concerning the legal status of the object.

These judicial authorities support the principle that lawful auction purchasers should receive legal protection. However, they do not justify absolute immunity. Protection remains conditional upon procedural compliance, absence of collusion, fulfillment of payment obligations, and the purchaser's lack of actual or reasonably discoverable knowledge of substantive defects. In auctions of receivables, these criteria must be adapted because the auction winner acquires an intangible claim whose enforceability depends on the underlying credit relationship and supporting documents.

Supreme Court Decision Number 3753 K/Pdt/2020 is not used as a principal case in this study because it concerns the validity and legal consequences of a paid land sale and purchase binding agreement and a subsequent deed of sale, rather than an auction process or an assignment of receivables. The decision is considered only as limited comparative material to illustrate the distinction between a preliminary contractual document and an instrument that legally transfers land rights. Accordingly, this study does not rely on the decision to formulate conclusions concerning the legal position of Auction Minutes or the protection of auction winners in auctions of receivables secured by Mortgage Rights. Its relevance is confined to supporting the conceptual distinction between evidentiary documents and legal instruments that produce substantive transfer of rights.

The case analysis demonstrates that judicial protection remains predominantly repressive. It operates after an objection or dispute has been submitted to a court and depends on the facts of each case. Judicial protection therefore cannot replace preventive disclosure, a valid assignment instrument, debtor notification, registration of the Mortgage Right transfer, or clear allocation of responsibility before and immediately after the auction.

Problems of Legal Protection in Auctions of Receivables Secured by Mortgage Rights

The findings reveal that auction winners may face at least five interrelated categories of legal risk.

First, substantive validity risk arises when the existence, amount, maturity, or enforceability of the receivable is disputed. This risk may also arise where the original creditor lacked authority to assign the receivable or where the principal agreement contains a legal defect.

Second, opposability risk arises when the assignment has not been properly notified to or acknowledged by the debtor. Even where the auction and assignment are valid between the

seller and the auction winner, failure to satisfy the requirement under Article 613 of the Indonesian Civil Code may prevent the assignment from becoming effective against the debtor.

Third, documentary and disclosure risk arises when the auction information does not accurately describe the receivable, collateral, payment history, pending litigation, attachment, blocking, prior assignment, or other material circumstances. Because the auction winner relies heavily on documents supplied by the seller, incomplete or inaccurate disclosure may distort the winner's assessment of the legal and economic value of the receivable.

Fourth, administrative and registration risk arises from obstacles in recording the transfer of the Mortgage Right, including incomplete documents, discrepancies in identity or land data, blocking, attachment, and unresolved third-party claims. Pratiwi et al. (2023) demonstrate that certificate blocking and administrative obstacles may significantly affect the legal certainty of auction winners, even when the auction procedure has formally been completed. Such risks may delay the public recognition of the auction winner as the holder of the transferred security right.

Fifth, enforcement and litigation risk arises when the debtor disputes the receivable, refuses performance, or challenges the enforcement of the collateral. Third parties may also claim ownership or other rights over the collateral. The auction winner may consequently be required to prove the validity of the receivable and assignment through litigation, notwithstanding the existence of Auction Minutes.

These risks demonstrate that preventive protection cannot be achieved merely by adding a general statement that the auction winner is a good-faith party. Effective preventive protection requires transparent information, accurate identification of the receivable, allocation of responsibility according to each party's authority, preservation of debtor defenses, and completion of the required post-auction legal acts.

The third finding is that the current problem does not arise solely from the content of Auction Minutes. It also results from the fragmentation of legal documentation and the absence of clear coordination among auction terms and conditions, seller disclosures, the assignment instrument, debtor notification, and the registration of Mortgage Rights. Reconstruction must therefore address the entire documentation chain instead of placing every protective provision in Auction Minutes.

Reconstruction and Distribution of Protective Provisions

The reconstruction proposed by this study is intended to strengthen transparency and preventive legal protection without converting Auction Minutes into a guarantee of the material validity of the receivable. Auction Minutes are authentic deeds prepared by public officials and are not contracts in the classical sense. Consequently, Article 1338 of the Indonesian Civil Code cannot be used to justify the unrestricted insertion of contractual warranties or risk allocations into Auction Minutes.

Matters directly related to the auction process may appropriately be recorded in Auction Minutes. In contrast, substantive representations concerning the existence of the receivable, the absence of prior assignment, the accuracy of the outstanding balance, and the status of the collateral should principally be made by the seller in auction terms, seller representations and warranties, or the assignment instrument. Notification to the debtor and registration of the transferred Mortgage Right must also be conducted through their respective legal and administrative documents.

The proposed distribution of protective provisions is formulated as follows.

Table 1. Proposed Distribution of Protective Provisions in Auctions of Receivables Secured by Mortgage Rights

Protective component	Principal legal function	Appropriate document	Recommended formulation
Identification of the receivable	Clearly identifies the principal agreement, debtor, outstanding amount, maturity, and supporting security	Auction terms, seller disclosure, and Auction Minutes by reference	“The auctioned object consists of the receivable identified in the auction documents, including the principal agreement, debtor, stated outstanding balance, maturity, and accompanying security documents.”
Status of the auction winner	Records the successful bidder and the right to receive the assigned receivable	Auction Minutes and assignment instrument	“The successful bidder is entitled to receive the assigned receivable subject to payment of the auction price and fulfillment of the assignment, notification, and registration requirements prescribed by law.”
Seller’s representations and warranties	Allocates responsibility for the existence, authority, and disclosed status of the receivable	Seller’s declaration, auction terms, and assignment instrument	“The seller represents that it is authorized to assign the receivable and that the material information provided concerning the receivable and security is accurate to the extent of the seller’s knowledge and control.”
Scope of the Auction Officer’s examination	Clarifies the distinction between formal examination and material validity	Auction Minutes	“The Auction Officer has examined the formal completeness of the auction documents within the scope of the authority prescribed by law. Such examination does not constitute a guarantee of the material validity, collectability, or undisputed nature of the receivable.”
Transfer of the receivable	Determines the legal basis and effective date of the assignment	Assignment instrument	“The receivable transfers to the assignee upon fulfillment of the conditions specified in this instrument, without granting the assignee rights exceeding those lawfully held by the assignor.”
Transfer of accessory Mortgage Rights	Affirms that the security follows the receivable subject to registration	Assignment and Land Office registration documents	“The Mortgage Right attached to the assigned receivable follows the transfer by operation of law and shall be recorded in accordance with the applicable land-registration requirements.”
Debtor notification and acknowledgment	Makes the assignment effective against the debtor	Separate notification or acknowledgment document	“The debtor shall be notified of the identity of the new creditor, the assigned receivable, the effective date of the assignment, and the method by which future performance must be made.”
Preservation of debtor defenses	Prevents the assignment from unfairly worsening the debtor’s substantive position	Auction terms, assignment instrument, and notification	“The assignment does not eliminate any lawful defense that the debtor was entitled to assert against the original creditor in relation to the assigned receivable.”
Risk allocation	Specifies which risks are borne by the seller and which arise after a valid transfer	Auction terms and assignment instrument	“Risks arising from inaccuracies in material information supplied by the seller remain subject to the seller’s responsibility, while ordinary collection risks arising after a valid

Good-faith protection	Affirms conditional protection for a compliant auction winner	Auction Minutes and auction terms	and properly disclosed assignment are borne by the assignee.” “A successful bidder who has complied with the auction procedure, fulfilled the payment obligation, acted without collusion, and exercised the required diligence shall be entitled to legal protection as a good-faith party.”
Dispute resolution	Identifies mechanisms for disputes without excluding lawful claims	Auction terms and assignment instrument	“Disputes shall be resolved through the competent legal mechanism without eliminating the evidentiary force of Auction Minutes or the lawful rights and defenses of the debtor and third parties.”

The formulation concerning the auction winner’s status deliberately avoids stating that the winner automatically becomes the lawful new creditor immediately upon being declared the successful bidder. The auction result gives the winner the right to receive the assigned receivable, but the effective creditor position remains subject to payment, execution of the assignment instrument, debtor notification, transfer of supporting documents, and registration of the Mortgage Right.

The proposed administrative clause also avoids the term administrative guarantee clause, because that expression may incorrectly suggest that the Auction Officer guarantees the substantive condition of the receivable. The more appropriate expression is a clause clarifying the scope of formal examination and institutional responsibility. This clause protects the auction winner through transparency while remaining consistent with the statutory limits of the Auction Officer’s authority.

The risk-transfer provision must likewise distinguish between risks arising from inaccurate pre-auction information and ordinary post-assignment collection risks. It would be disproportionate to transfer all risks to the auction winner immediately upon payment where the relevant problem originates from inaccurate information, lack of authority, prior payment, or another circumstance that was within the seller’s knowledge and control. Conversely, the seller should not remain responsible for every commercial difficulty arising from the debtor’s future inability to perform where the receivable was validly assigned and accurately disclosed.

Protection of good faith must also be formulated conditionally. Participation in a state auction is a strong indicator of procedural good faith, but it should not protect a bidder who acts in collusion, ignores manifest defects, possesses knowledge that the seller lacks authority, or fails to comply with material auction requirements. Good faith therefore combines reliance on a lawful public procedure with reasonable diligence appropriate to the nature of an intangible receivable.

Protective provisions cannot prevent every post-auction dispute. Their legal function is more limited and realistic: improving disclosure, clarifying the parties’ legal positions, allocating responsibility, preserving lawful defenses, and reducing interpretative uncertainty. Whether a dispute ultimately arises or is resolved still depends on the validity of the underlying receivable, the conduct of the parties, the completion of administrative requirements, and the specific facts of each case.

Theoretical, Practical, and Regulatory Implications

Theoretically, the findings refine the legal position of Auction Minutes by distinguishing their authentic evidentiary function from the substantive validity of the transferred receivable. Auction Minutes are neither ordinary administrative records nor comprehensive assignment agreements. They authenticate the implementation and result of the auction but operate within

a chain of legal documents and procedures required to produce an effective transfer of the creditor's position.

The study also demonstrates that legal certainty must be understood as both documentary certainty and enforceability. Documentary certainty is provided by clear, authentic, and consistent records. Enforceability requires a valid receivable, a lawful assignment, effective notification, proper registration, and recognition of the legitimate rights of all affected parties. Strengthening only the documentary aspect without addressing the underlying legal requirements would produce formal certainty without substantive effectiveness.

Practically, the State Assets and Auction Service Office and Auction Officers should ensure that Auction Minutes clearly identify the auctioned receivable and explain the scope of formal examination. Sellers should provide separate representations and warranties concerning the existence, amount, authority, supporting documents, collateral status, and pending disputes relating to the receivable. Auction winners should be given reasonable access to material information before bidding and should receive the documents needed for notification, collection, and registration after the auction.

The Land Office and the State Assets and Auction Service Office should also develop clearer coordination procedures for recording the transfer of Mortgage Rights following an auction of the secured receivable. The absence of coordinated post-auction procedures may leave the winner with documentary evidence of the auction but without timely administrative recognition of the transferred security right.

Regulatively, Minister of Finance Regulation Number 122 of 2023 may be refined by distinguishing auctions of tangible property from auctions involving intangible receivables. The regulation should provide minimum disclosure requirements, identify documents that must be supplied by the seller, clarify the legal effect of Auction Minutes, and specify which post-auction acts remain necessary to complete the assignment and registration process. However, seller warranties, debtor notification, and substantive assignment provisions should not be placed entirely within the responsibility of the Auction Officer.

The principal novelty of this study lies in proposing a differentiated protective-document framework. Unlike an approach that places all protective clauses in Auction Minutes, the proposed model distributes protection among Auction Minutes, auction terms and conditions, seller representations and warranties, the assignment instrument, debtor-notification documents, and Mortgage Right registration documents. This framework recognizes the evidentiary function of Auction Minutes, the limited authority of Auction Officers, the responsibility of the seller for material disclosure, the conditional protection of good-faith auction winners, and the continuing lawful rights of debtors and third parties. It constitutes a preliminary normative model that still requires regulatory, institutional, and practical validation.

CONCLUSION AND RECOMMENDATIONS

Conclusion

This study concludes that the acquisition of receivable rights by a successful bidder in an auction of receivables secured by Mortgage Rights does not arise solely from the issuance of Auction Minutes. Auction Minutes have an important legal position as authentic deeds that prove the conduct and result of the auction, including the identity of the successful bidder, the auctioned receivable, and the auction price. However, the effective position of the auction winner as the new creditor depends on the cumulative fulfillment of substantive, formal, and administrative requirements, including the validity of the underlying receivable, the authority of the original creditor to assign it, the execution of the assignment instrument, notification to or acknowledgment by the debtor, the delivery of supporting documents, and the registration of the transfer of the Mortgage Right. Auction Minutes therefore provide formal evidentiary

legitimacy but cannot independently cure defects in the receivable, eliminate lawful debtor defenses, or replace the notification and registration requirements prescribed by law.

The study further concludes that preventive legal protection should not be constructed merely by inserting all protective clauses into Auction Minutes. Because Auction Minutes are authentic public deeds rather than ordinary contractual instruments, protective provisions must be distributed according to the legal function of each document. Auction Minutes may properly contain provisions identifying the auctioned receivable, recording the successful bidder, and clarifying the scope of the Auction Officer's formal examination. In contrast, representations concerning the existence, amount, enforceability, and legal status of the receivable should principally be contained in the auction terms and conditions, the seller's representations and warranties, and the assignment instrument. Notification to the debtor and registration of the transferred Mortgage Right must also be completed through their respective legal and administrative documents.

The proposed differentiated protective-document framework is intended to strengthen transparency, clarify the legal positions and responsibilities of the parties, allocate risks proportionately, preserve lawful debtor and third-party defenses, and reduce interpretative uncertainty after the auction. Protection for the successful bidder must remain conditional upon good faith, compliance with the auction procedure, fulfillment of payment obligations, absence of collusion, and reasonable diligence. Accordingly, the framework does not provide absolute immunity to the auction winner and cannot guarantee the complete prevention of post-auction disputes. Its primary contribution lies in strengthening preventive legal protection by integrating Auction Minutes with auction terms, seller disclosures, the assignment instrument, debtor-notification documents, and Mortgage Right registration procedures.

Limitations

This study is limited to normative or doctrinal legal analysis based on legislation, legal doctrines, scholarly literature, and selected judicial decisions. The judicial decisions examined primarily concern purchasers of tangible objects through public auctions and therefore provide principles that can only be applied analogically and cautiously to auctions of intangible receivables. The study does not include empirical data obtained from Auction Officers, the State Assets and Auction Service Office, Land Offices, banking institutions, debtors, auction winners, or other parties involved in auction practice. In addition, the proposed protective provisions have not been tested against actual auction documents or validated through institutional practice. The findings should therefore be understood as a preliminary normative framework requiring further regulatory, institutional, and practical validation.

Recommendations

The Ministry of Finance should consider refining Minister of Finance Regulation Number 122 of 2023 concerning Auction Implementation Guidelines by providing clearer rules for auctions involving receivables secured by Mortgage Rights. Such refinement should clarify the legal effect and evidentiary limits of Auction Minutes, establish minimum disclosure requirements, identify the documents that must be submitted by the seller, and specify the post-auction procedures required to complete the assignment of receivables and the registration of transferred Mortgage Rights.

The State Assets and Auction Service Office, Auction Officers, Land Offices, and original creditors should strengthen institutional coordination concerning document verification, debtor notification, delivery of supporting documents, and registration of the transferred Mortgage Right. Original creditors should also be required to provide accurate and accountable representations regarding the existence, amount, status, and enforceability of the

receivable, including information concerning payments, disputes, attachments, prior assignments, and the legal status of the collateral.

Future studies should empirically examine the implementation of auctions of receivables secured by Mortgage Rights through interviews, institutional case studies, and analysis of actual Auction Minutes, auction terms, assignment instruments, and registration documents. Further research should also validate the proposed framework with relevant institutions and evaluate whether its implementation improves transparency, legal certainty, administrative efficiency, and the proportional protection of auction winners, debtors, and third parties.

Author Contributions

All authors made substantial contributions to this study. The contributions included research conceptualization, formulation of the research problems, development of the theoretical and normative framework, identification and collection of legal materials, statutory and case analysis, interpretation of the findings, formulation of the protective-document framework, preparation of the original manuscript, critical revision, and final approval of the manuscript. All authors have read and approved the final version of the article and agreed to be accountable for the accuracy and integrity of the work.

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