

## Maintaining Debtors' Rights in Cessie Actions Through Implementing the Principle of Transparency

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### Abstract

Cessie agreements, wherein creditors transfer rights to receivables to another party, are commonplace in the business world. However, under certain circumstances, a cessie agreement can be rendered null and void, leading to legal consequences for the parties involved. This research aims to analyze the legal protection afforded to debtors in the absence of notification regarding cessie actions, particularly in light of the principle of transparency for debtors. The normative legal research employed utilizes a statutory and doctrinal approach. This study found that a cessie agreement executed unilaterally, without the debtor's notification and approval, contravenes the nature of a cessie as stipulated in Article 613 Paragraph (2) of the Civil Code. A cessie agreement requires the approval of all parties involved. Consequently, the failure to fulfill the fourth condition (i.e., an act that contravenes public order and morality) of Article 1320 of the Civil Code renders the cessie agreement null and void. As a result, the receivables remain and cannot be written off, but the original creditor is prohibited from transferring them to new creditors. Debtors should pay close attention to credit agreements with banks, particularly clauses concerning the transfer of receivables via cessie, which must be approved by all parties. Moreover, debtors must understand the legal provisions regarding the submission of lawsuits for unlawful acts if the original and/or new creditors act arbitrarily and cause losses.

## 1. Introduction

Business activities themselves are activities carried out to seek profit and carried out repeatedly in a particular domicile. Profit-seeking activities through business activities are closely related and cannot be separated from business capital. Capital is a production factor that has a strong influence on obtaining productivity or output. Macro capital is the main driver for increasing investment both directly in the production process and production infrastructure, thus encouraging increased productivity and output.<sup>1</sup> It is very difficult at the start of your career to start a business if you immediately have capital, unless you are someone who has a lot of wealth from the start.

Business capital can be obtained in various ways, one way to get business is usually by using business credit which is a product from banks or cooperatives, pawnshops and finance companies. Banks provide loans to people who need an injection of funds to carry out their business activities. The wheels of the economy turn when banks channel their funds to the community, so that people run their businesses.<sup>2</sup> The word credit itself is actually taken from the Greek word credere which in Indonesian means trust, a person or business entity giving

<sup>1</sup> Husein Umar, *Marketing Research and Consumer Behavior* (Jakarta: Gramedia Pustaka Utama, 2000).

<sup>2</sup> Fidelis Adityawan, "Banking Analysis in Asia and Indonesia Using the ChatGPT Approach," *OSF Preprints*, 2023, <https://doi.org/https://doi.org/10.31219/osf.io/5ukga>.

credit (creditor) believes that the credit recipient (debtor) will be able to fulfill everything. that has been agreed, can be in the form of goods, money or services.<sup>3</sup>

Article 1 Number 11 of Law of the Republic of Indonesia Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking (hereinafter referred to as Law Number 10 of 1998) states that credit is the provision of money or comparable bills based on an agreement or loan agreement between a bank and another party that requires the borrower to pay off the debt after a certain period of time after paying interest. The function of banks has been indirectly mentioned in the article above, namely the function of banks as intermediary institutions, meaning that banks collect and distribute public money.<sup>4</sup> A credit agreement is made by two parties, usually called the debtor and creditor. Creditors are parties who provide compensation by providing loans to debtors.<sup>5</sup>

Debtors are parties who provide services by borrowing money from creditors for a certain period of time. Credit agreements are usually made in writing by filling out a standard form. Prospective debtors fill out a form containing personal data and agree to the clause proposed by the creditor. In banking credit, creditors have a stronger position because they are the parties who carry out counter performance by helping debtors meet their needs. Loans that have passed the payment due date will be subject to interest according to the amount agreed in the initial credit agreement. The longer the specified period, the greater the amount of interest received by the creditor. In providing credit, banks can choose whether to provide loans to prospective debtors or not by looking at the debtor's ability to pay.<sup>6</sup> Banks usually look at a person's income, interest on credit loans, track record, and collateral or guarantees provided from prospective debtors which can reduce the possibility of prospective debtors experiencing credit problems or default.<sup>7</sup> This is also called risk management in the banking credit system. In practice, several banks use cession clauses as data so that problem loans that have matured or will mature can be repaid immediately.

Cession in Article 613 of the Civil Code is defined as the transfer of rights to names and other intangible items. The transfer is carried out by making an authentic or private deed which transfers the rights to the goods to another person. The transfer does not have any effect on the debtor until it is notified to him or approved in writing or acknowledged by them. Cession has 3 parties, the first is the party who gives the bill on behalf of or is usually called the

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<sup>3</sup> Thomas Suyanto, *Basics of Credit* (Jakarta: PT Gramedia Pustaka Utama, 1993).

<sup>4</sup> Azizul Fikri, Nurnasrina Nurnasrina, and Heri Sunandar, "Problems of the Development of Sharia Bank Business Activities in Indonesia," *Juria: Main Economic Journal* 2, no. 2 (2023): 92-105, <https://doi.org/https://doi.org/10.55903/juria.v2i2.57>.

<sup>5</sup> Zainal Asikin, *Introduction to Indonesian Banking Law* (Jakarta: Rajagrafindo Persada, 2015).

<sup>6</sup> Lambang Siswandi, "Creditors and Debtors with Legal Protection Rights in Unsecured Credit Agreements," *DIH: Journal of Legal Studies* 15, no. 1 (2019): 87-94, <https://doi.org/https://doi.org/10.30996/dih.v15i1.2268>.

<sup>7</sup> Ichsan Aulia Batubara et al., "Strategy for Settlement of Disputes on Transfer of Receivable Rights (Cession) in Credit Agreements in Indonesia to Support Economic Growth," *Journal of Environmental and Development Studies* 4, no. 2 (2023): 1-8, <https://doi.org/https://doi.org/10.32734/jeds.v4i2.11636>.

old creditor or can also be called the cedent. The second is the party who receives the bill on behalf of or is usually called the new creditor or also usually called the cessionary.<sup>8</sup>

The last one is the party who owes the debt or debtor, also called cessus.<sup>9</sup> Cessie must be made in writing, approved, and acknowledged by the debtor concerned. The use of cessie clauses in banking is not always found because it is a clause that is not mandatory in the banking credit system, cessie clauses are only a solution for banks so that debtors' debts are paid quickly. In practice, the transfer of banking and non-banking receivables often results in a markup, where the debt after being transferred to the recipient will increase in size, sometimes even exceeding reasonable limits. This mark-up occurred due to a form of fraud and bad faith by new creditors who aimed to obtain greater profits. This is done because they think the debtor will not check or know about it. It is not uncommon for debtors to have difficulty paying their debts to new creditors because the amount of their debt increases due to the calculation of fines and bank interest.

This situation can occur if the debtor is unaware of the transfer of receivables, leading to increased fines and interest, which ultimately harms the debtor. The debtor's fear of losing collateral also exacerbates payment difficulties. Consequently, debtors sometimes receive amounts greater than the principal agreement with the bank, especially if the creditor holds material rights such as fiduciary duties. This research is crucial because debtors are often disadvantaged by the transfer of receivables via cessie without their consent. Therefore, it is imperative for debtors to thoroughly understand the legal framework that provides protection in cases where the original creditor transfers receivables via cessie without adhering to proper procedures.

This research builds upon three prior studies. The first study, authored by Doni (2023) and titled "Cessie in Guarantees of Rights and Obligations from the Perspective of the Civil Code," utilized a legal analysis approach. Doni's research found that although Article 613 of the Civil Code permits cessie actions in Indonesia, the law lacks a clear definition of cessie itself. Article 613 is situated in a section that does not specifically regulate the mechanism for implementing cessie, leading to inconsistencies and varied interpretations, particularly in pawnshop practices. Despite Article 613 serving as the legal basis for cessie actions by creditors, its interpretation is often contested by debtors (cessus) through both litigation and non-litigation means due to its potential to cause confusion.<sup>10</sup>

The second prior study, authored by Nyoman (2022) and titled "Buying Receivables with 'Cessie' Concerning Mortgage Guarantee on Land: Case Study in Indonesia," employed a normative legal research approach. This study demonstrates that creditors facing liquidity difficulties can sell their rights to receive payments (receivables) to other parties through cessie. This practice may conflict with certain provisions in Law of the Republic of Indonesia Number 4 of 1996 concerning Mortgage Rights (Article 16(1)) and with principles enshrined

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<sup>8</sup> Faishal Muhammad and Fransiscus 3 (2023): 2573-83, <https://doi.org/http://dx.doi.org/10.58258/jisip.v7i3.5379>.

<sup>9</sup> Saufa Ata Taqiyya, "Legal Basis of Cessie and its Explanation," *Hukum Online.com*, 2022, <https://www.Hukumonline.com/klinik/a/dasar-Hukum-cessie-dan-jualanya-cl311/>.

<sup>10</sup> Doni Christian Nainggolan et al., "Cessie in Guaranteed Mortgage Rights Viewed from the Civil Code," *SOSAINS: Social and Scientific Journal* 3, no. 6 (2023): 555-63, <https://doi.org/https://doi.org/10.59188/jurnalalsosains.v3i6.811>.

in the 1945 Constitution, specifically Articles 28D(1), 28G(1), 28H(4), 28I(2)(4), and 28J(1) concerning human rights. The research suggests that the sale of receivables via cessie must prioritize the concept of "droit de suite," which relates to the rights of secured creditors and their collateral (such as land), even if the collateral changes hands. This prioritization, according to the study, may overlook principles of contract law (private law), implying that cessie transactions can supersede several contractual agreements regarding responsibility rights over land.<sup>11</sup>

The third prior study, authored by Ilham (2023) and titled "Procedures for Transferring Cessies from a Legal Perspective: Legal Consequences on Mortgage Guarantees and Debtor Protection," examines the legal ramifications of transferring receivables or cessie, focusing on Decision Number 809/Pdt.G/2021/PN.Jkt.Pst. This decision underscores the necessity of obtaining written consent from the debtor to safeguard the debtor's mortgage rights and ensure their protection. The empirical findings of this research raise concerns about the judge's comprehension of creditworthiness, legal protection, and the debtor's mortgage rights. The study emphasizes the importance of protecting lien and debtor rights during the transfer of receivables, ensuring compliance with collateral transfer regulations, and avoiding violations.<sup>12</sup> Considering the previous research discussed above, this study differs by focusing on a detailed examination of legal protection for debtors in the absence of notification of cessie actions, specifically in terms of the principle of transparency for debtors.

## 2. Method

The type of research used in this writing is normative juridical. The reason the author uses this type of research is because the legal sources and materials used are statutory regulations, principles, and doctrine. This research was carried out by reviewing and analyzing legal materials that exist and apply in Indonesia. The approaches used in this research are the Legislative approach and the Conceptual approach. The statutory approach is an approach method that refers to statutory regulations.<sup>13</sup> This research takes a conceptual approach, examining existing legal concepts, theories and established legal doctrines related to cessie. The main source of law studied is the Civil Code which is the basis for cessie problems in the country. Secondary legal materials such as academic research, articles, and expert opinions regarding the assignment of receivables are also used. These additional sources provide deeper insight, assist with the interpretation of the Civil Code, and offer various perspectives on the practice of cessie in Indonesia.

## 3. Results and Discussion

Initially, the term cessie itself was not included directly in the law but instead used Indonesian as the name of banknotes. Cessie is an additional agreement or additional agreement to the main agreement in the form of a credit agreement. Subekti gives the meaning of cessie which more or less includes the sale of receivables to people who will become new

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<sup>11</sup> Nyoman Suhardana et al., "Buying Receivables with 'Cessie' Related to Mortgage Guarantee on Land: Case Study in Indonesia," *The International Journal of Social Sciences World (TIJOSSW)* 04, no. 02 (2022): 449-55, <https://www.grownscholar.org/journal/index.php/TIJOSSW/article/view/413/335>.

<sup>12</sup> Ilham Muzzaki and Aris Machmud, "Cessie Transfer Procedures from a Legal Perspective Legal Consequences on Mortgage Guarantees and Debtor Protection," *UU Binamulia* 12, no. 1 (2023): 143-59, <https://doi.org/https://doi.org/10.37893/jbh.v12i1.503>.

<sup>13</sup> Peter Mahmud Marzuki, "Legal Research Edition 11," Jakarta: Kencana, 2011.

creditors, the relationship between these debts is not lost or erased for a second but is transferred to the new creditor. In practice, cessie is an alternative payment for bank credit facilities which is seen from the percentage of payments that are deemed ineffective and will be restructured or change the contents of the payment clause again by transferring the debtor's debt collection rights to the bank, who becomes the new creditor based on the cessie.

According to Subekti, the transfer of receivables must be carried out with an authentic deed, meaning that a cessie agreement cannot be carried out if the agreement is only made orally or verbally, even with the consent of both parties, because it will be detrimental, creating many new legal gaps and gaps. This cessie is an additional agreement or agreement that is additional or secondary to the main agreement, where this cessie agreement is optional. The cessie agreement is an additional clause in the main agreement, namely the credit agreement or debt and receivables agreement. An additional agreement cannot stand alone without the main agreement if it is not included.<sup>14</sup>

The cessie agreement can no longer be an addition if the cessie agreement is included in the agreement regarding the transfer or sale and purchase of receivables in the name. As stated normatively, the use of transfer of receivables does require collateral or collateral which has been approved by the debtor himself through a cessie deed. Cessie is a way to transfer debt to a new creditor. The old creditor essentially sells its receivables, but the underlying debt obligation remains intact, but the legal responsibility for collecting the debt completely shifts to the new creditor.<sup>15</sup> According to Article 613 of the Civil Code, the transfer of claims (receivables) and other intangible assets requires a formal written document (authentic deed). This document transfers ownership rights to a new party.<sup>16</sup>

However, this transfer does not immediately have an impact on the debtor. They will need to be notified in writing and possibly provide their consent (and perhaps some additional documents) for the transfer to be completed. In essence, Article 613 Paragraph (2) of the Civil Code outlines the main requirements for cessie: the existence of a formal written agreement for the transfer of receivables. First, it is clear that verbal consent alone is not enough. Second, the rights attached to the receivables in the name are transferred from the original creditor to the new creditor. Third, the cessie agreement or transfer of receivables only has legal force if it is notified to him and signed in writing by the person concerned. The legal relationship between the debtor and creditor in accordance with the previously existing credit agreement is not severed, so that the old agreement remains valid and valid.<sup>17</sup> Cessie has several terms and conditions contained in receivable transfer agreements which are widely used by banks

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<sup>14</sup> Puteri Nataliasari, "Receivables Transfer Session and the Consequences on Collateral and Mortgage Rights and Fiduciary Rights" (University of Indonesia, 2010).

<sup>15</sup> Subekti, *Contract Law* (Jakarta: Intermedia, 2005).

<sup>16</sup> Kholida Nabila, Muhammad Sofyan Pulungan, and Isyana Wisnuwardhani Sadjarwo, "Court Decision on Replacement of Land Sale and Purchase Deeds in Agreements and Transfer of Cessie Rights," *Justice International Substantive Law Journal* 4, no. 2 (2021): 134-47, <https://doi.org/http://dx.doi.org/10.33096/substantivejustice.v4i2.156>.

<sup>17</sup> Dendy Pratama Achmady and Jarot Widya Muliawan, "Home Ownership Credit (KPR) Agreement Based on Cessie Law," *Journal of Bureaucracy: Journal of Indonesian Law and Socio-Political Governance* 3, no. 2 (2023): 2165-78, <https://doi.org/https://doi.org/10.53363/bureau.v3i2.315>.

because they are a way to transfer collection rights to other parties and/or third parties to guarantee credit facilities or funds provided by the bank.

Funds provided by banks through credit facilities require collateral, so that banks as creditors feel safe in providing credit facilities. The guarantee is intended so that if the debtor is unable to fulfill his obligations to pay the debt or installments, the guarantee can be sold by the bank as a creditor in accordance with the agreement that has been made. The bank can use the sales proceeds to pay off debtors' debts. The transfer of cession receivables also has conditions that must be met in order to be trusted as a valid agreement for the transfer of cession receivables, including first, having an authentic deed in the form of a cession deed made in writing (does not have to be verbal).

Second, the transfer of receivables must be officially notified to the parties (Betekend). Third, there is no change in the nominal receivables. Cession as an accessory agreement is an agreement that cannot stand alone without a main agreement. The basis or cornerstone of the cession agreement itself is a civil agreement, but this does not override the conditions for the validity of the agreement and the principles of the agreement itself. The principles contained in the cession are no different from the principles contained in the agreement, where the cession is also an innominate agreement and is also an open agreement that arises from the development of modern society. The principle contained in the first cession is the principle of consensualism which is based on Articles 1313, 1320 and 1338 of the Civil Code.

If you already understand the concept of cession, then you can understand that an agreement to transfer receivables via cession which is carried out unilaterally, without the debtor's notification and approval, certainly violates the essence of cession itself as regulated in Article 613 Paragraph (2) of the Civil Code. Violation of Article 613 Paragraph (2) of the Civil Code is actually a failure to fulfill the fourth requirement of Article 1320 of the Civil Code which states that one of the conditions for the validity of an agreement is that it must not conflict with statutory regulations, or norm, modesty, and civility. As a result of not fulfilling the fourth condition (a form of violation of the objective requirements) of Article 1320 of the Civil Code, the agreement is null and void.<sup>18</sup>

In this context, debts and receivables will remain and not be written off. However, old creditors cannot transfer existing receivables to new creditors without proper procedures. Debtors need to be aware of this, considering their often weaker financial position relative to old and/or new creditors. A weak financial position can lead to arbitrary actions by creditors, especially if debtors are unaware of the legal protections available to them. Cession requires the consent of both parties for a transfer to a third party. If the debtor is unaware of the transfer of receivables, the cession agreement fails to meet the validity requirements. Notification of the transfer of receivables must include an agreement on the nominal amount to be paid to the new creditor by both parties. This application of the principle of transparency mandates that the cession action be communicated in writing to the debtor, or that the debtor consents and acknowledges it in writing. Theoretically, the amount owed to a new creditor cannot exceed the debt owed to the old creditor, and any increase in debt value must be agreed upon by all

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<sup>18</sup> Ning Sriati and Noor Fatimah Mediawati, "The Validity of the Transfer of Receivables (Cession) from Tenant Buyer I to Lessee Buyer II Viewed from the Civil Code," *Indonesian Journal of Law and Economics Review* 12 (2021), <https://doi.org/10.21070/ijler.v12i0.727>.

parties involved. In practice, the debt value may increase as compensation, but it must be reasonable and receive prior approval from the debtor regarding the nominal amount. Legal issues arise when old and new creditors collude to increase the debtor's debt for greater profits.

Such actions constitute an unlawful act, particularly if the cessie is executed without prior notification to the debtor or without the debtor's consent. A cessie performed in this manner is classified as an unlawful act under Article 1365 of the Civil Code. Consequently, a debtor harmed by such a cessie can file a lawsuit based on this unlawful act, emphasizing the principle of transparency towards debtors. This legal recourse provides debtors with protection against arbitrary actions by old and/or new creditors. The panel of judges examining and deciding on the case must thoroughly understand the essence of Article 613 Paragraph (2) of the Civil Code, ensuring that their decision upholds legal justice for debtors whose rights have been violated by old and/or new creditors. The basis for legal enforcement in these cessie cases lies in the fact that old and/or new creditors have failed to apply the principle of transparency to debtors and have acted arbitrarily, causing harm to the debtors. This principle should serve as a reference for the panel of judges in cessie cases, highlighting that the judicial system in Indonesia must diligently protect the rights of debtors, who are fundamentally in a weaker position compared to the creditors.

#### 4. Conclusion

An agreement to transfer receivables through a cessie that is executed unilaterally, without notification and approval from the debtor, violates the essence of the cessie as stipulated in Article 613 Paragraph (2) of the Civil Code. Such a violation of Article 613 Paragraph (2) also constitutes a failure to fulfill the fourth requirement of Article 1320 of the Civil Code, which mandates that an agreement must not conflict with statutory regulations, norms of politeness, and decency. Consequently, failing to meet this fourth requirement (an objective condition) of Article 1320 renders the agreement null and void. Therefore, the receivables remain valid but cannot be transferred from the old creditors to new creditors. If old and/or new creditors act arbitrarily by increasing the debt amount and fines, causing harm to the debtor, the debtor is entitled to legal protection by filing a lawsuit for an unlawful act under Article 1365 of the Civil Code. Such a lawsuit must prioritize the principle of transparency towards the debtor, as the cessie action requires written approval from the debtor.

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#### 6. Reference

- Achmady, Dendy Pratama, and Jarot Widya Muliawan. "Home Ownership Credit (KPR) Agreement Based on Cessie Law." *Journal of Bureaucracy: Indonesian Journal of Law and Social and Political Governance* 3, no. 2 (2023): 2165-78. <https://doi.org/https://doi.org/10.53363/bureau.v3i2.315>.
- Adityawan, Fidelis. "Banking Analysis in Asia and Indonesia Using the ChatGPT Approach." *OSF Preprints*, 2023. <https://doi.org/https://doi.org/10.31219/osf.io/5ukga>.
- Asikin, Zainal. *Introduction to Indonesian Banking Law*. Jakarta: Rajagrafindo Persada, 2015.
- Batubara, Ichsan Aulia, Dedi Harianto, Keizerina Devi Azwar, and Jelly Leviza. "Dispute

- Settlement Strategy for the Transfer of Receivables Collection Rights (Cessie) in Credit Agreements in Indonesia Supports Economic Growth." *Journal of Environmental and Development Studies* 4, no. 2 (2023): 1-8. <https://doi.org/https://doi.org/10.32734/jeds.v4i2.11636>.
- Fikri, Azizul, Nurnasrina Nurnasrina, and Heri Sunandar. "Problems in the Development of Sharia Bank Business Activities in Indonesia." *Juria: Journal of Primary Economics* 2, no. 2 (2023): 92-105. <https://doi.org/https://doi.org/10.55903/juria.v2i2.57>.
- Marzuki, Peter Mahmud. "Legal Research, 11th Printing." Jakarta: Kencana, 2011.
- Muhammad, Faishal, and Fransiscus Xavier Arsin Lukman. "New Creditor's Rights on Mortgage Rights Objects Obtained from Cessie If the Debtor Defaults." *Journal of Social Sciences and Education (JISIP)* 7, no. 3 (2023): 2573-83. <https://doi.org/http://dx.doi.org/10.58258/jisip.v7i3.5379>.
- Muzzaki, Ilham, and Aris Machmud. "Cessie Transfer Procedures from a Legal Perspective Legal Consequences on Mortgage Guarantees and Debtor Protection." *Binamulia Law* 12, no. 1 (2023): 143-59. <https://doi.org/https://doi.org/10.37893/jbh.v12i1.503>.
- Nabila, Kholida, Muhammad Sofyan Pulungan, and Isyana Wisnuwardhani Sadjarwo. "Court Decision on Replacement of the Land Sale and Purchase Deed in the Agreement and Transfer of Cessie Rights." *International Law Journal of Substantive Justice* 4, no. 2 (2021): 134-47. <https://doi.org/http://dx.doi.org/10.33096/substantivejustice.v4i2.156>.
- Nainggolan, Doni Christian, Daffa Muhammad Nazar, Asmak Ul Hosnah, and Yenny Febrianty. "Cessie in Guaranteed Mortgage Rights Reviewed from the Civil Code." *SOSAIN: Social and Scientific Journal* 3, no. 6 (2023): 555-63. <https://doi.org/https://doi.org/10.59188/jurnalalsosains.v3i6.811>.
- Natalyasari, Puteri. "Receivables Transfer Cessie and Consequences on Collateral and Mortgage Rights and Fiduciary Rights." University of Indonesia, 2010.
- Siswandi, Lambang. "Creditors and Debtors with Legal Protection Rights in Unsecured Credit Agreements." *DIH: Journal of Legal Studies* 15, no. 1 (2019): 87-94. <https://doi.org/https://doi.org/10.30996/dih.v15i1.2268>.
- Sriati, Ning, and Noor Fatimah Mediawati. "The Validity of the Transfer of Receivables (Sessie) from Delivery Buyer I to Delivery Buyer II is Viewed from the Civil Code." *Review of Indonesian Law and Economics Journal* 12 (2021). <https://doi.org/https://doi.org/10.21070/ijler.v12i0.727>.
- Subekti. *Legal Agreement*. Jakarta: Intermasa, 2005.
- Suhardana, Nyoman, Suhariningsih, Bambang Winarno, and Iwan Permadi. "Purchase of Receivables with 'Cessie' Related to Land Mortgage Guarantee: Case Study in Indonesia." *International Journal of World Social Sciences (TIJOSSW)* 04, no. 02 (2022): 449-55. <https://www.grownscholar.org/journal/index.php/TIJOSSW/article/view/413/335>.
- Suyanto, Thomas. *Credit Basics*. Jakarta: PT Gramedia Pustaka Utama, 1993.
- Taqiyya, Saufa Ata. "Basis of Cessie Law and its Explanation." *Law Online.com*, 2022. <https://www.hukumonline.com/klinik/a/dasar-hukum-cessie-dan-penjauhanya-cl311/>.
- Umar, Hussein. *Marketing Research and Consumer Behavior*. Jakarta: Gramedia Pustaka Utama, 2000.