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Dispute Resolution on Agreements Fiduciary in Tort Settlement (Case Study in PT. Adira Multi Dynamics Finance Tbk, Denpasar II Branch)

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Abstract
Phenomena that often occur in decision making or policies which of course are based on applicable regulations or agreements are confiscation or taking guarantees or otherwise the submission of guarantees by the debtor due to a default or unable to carry out their obligations properly. As many have done, it can be seen from the data in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch. Based on this background, the formulation of the problem found is how is the form of dispute resolution regarding the fiduciary agreement in the settlement of default at PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch, and What are the obstacles faced in the execution of fiduciary guarantees at PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch?This type of research uses empirical legal research methods. The nature of this research is descriptive. Data and Data Sources used are primary data and secondary data. Data collection techniques used are observations, interviews and documentation. After the data is collected, it is analyzed using qualitative analysis methods. The conclusion of this research is the form of dispute resolution at PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch is divided into 2 stages, namely non-litigation efforts and litigation efforts. Constraints faced in the execution of fiduciary collateral goods at PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch is in executing the goods that have been transferred by the debtor of the goods. but as a result of the acknowledgment of the droit de suite principle that fiduciary security rights follow the object in the hands of whoever the object is
Keywords: Agreement; Fiduciary; Default

Abstrak
Fenomena yang sering terjadi didalam pengambilan keputusan atau kebijakan yang tentunya sudah didasari atas peraturan atau perjanjian yang berlaku adalah penyitaan atau pengambilan jaminan atau sebaliknya diserahkannya jaminan oleh pihak debitur dikarenakan terjadinya wanprestasi atau sudah tidak bisa menjalankan kewajibannya sebagaimana mestinya. Seperti banyak yang sudah dilakukan dapat dilihat dari data yang berada di PT. Adira dinamika multi finance Tbk, Cabang Denpasar II. Berdasarkan latar belakang tersebut, rumusan masalah yang ditemukan adalah bagaimanakah bentuk penyelesain Sengketa tentang perjanjian fidusia dalam penyelesaian wanprestasi di PT. Adira Dinamika MultiI Finance Tbk, Cabang Denpasar II, dan Apakah kendala yang dihadapi dalam pelaksanaan eksekusi barang jaminan fidusia di PT. Adira Dinamika Multi Finance Tbk, Cabang Denpasar II? Jenis penelitian dari penelitian ini menggunakan metode penelitian hukum empiris. Sifat penelitian ini bersifat deskriptif. Data dan Sumber Data yang digunakan adalah Data primer dan Data Sekunder. Teknik Pengumpulan Data yang digunakan adalah pengamatan, wawancara serta dokumentasi. Setelah data terkumpul kemudian dianalisa menggunakan metode analisis kualitatif. Kesimpulan dari penelitian ini adalah bentuk penyelesaian sengketa di PT. Adira Dinamika Multi Finance Tbk, Cabang Denpasar II dibagi dalam 2 tahap, yaitu upaya Non Litigasi dan upaya Litigasi. Kendala yang dihadapi dalam pelaksanaan eksekusi barang jaminan fidusia di PT. Adira Dinamika Multi Finance Tbk, Cabang Denpasar II adalah dalam mengeksekusi barang yang sudah dipindahtangankan oleh debitur barang tersebut. namun akibat dari pengakuan asas droit de suite bahwa hak jaminan fidusia mengikuti bendanya dalam tangan siapapun benda itu berada

Kata Kunci *: Perjanjian, Fidusia, Wanprestasi*

I. INTRODUCTION

Fiduciary guarantees are regulated in Law Number 42 of 1999 concerning Fiduciary Guarantees (UUJF). With the promulgation of this UUJF, special rules on fiduciary guarantees are formed which are expected to provide legal certainty and legal protection for interested parties. Based on Article 1 number 1, Fiduciary is the transfer of ownership rights of an object on the basis of trust provided that the object whose ownership rights are transferred but remains in the possession of the owner of the object. While the definition of Fiduciary Guarantee is stated in Article 1 number 2, as follows:

"Fiduciary guarantee is the right of guarantee for movable objects both tangible and intangible and immovable objects, especially buildings that cannot be burdened with dependent rights as referred to in Law Number 4 of 1996 concerning Dependent Rights that remain in the control of the fiduciary giver, as collateral for the repayment of certain debts, which gives the fiduciary recipient a priority position to other creditors".

The phenomenon that often occurs in decision making or policies that are certainly based on applicable regulations or agreements is the confiscation or taking of guarantees or vice versa the submission of guarantees by the debtor due to default or has not been able to carry out their obligations as they should. As much has been done can be seen from the data located in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch in 2020 there have been 3 cases that have been handled by the lawyer team, including:

1. R HARI AGUS ABDUL GAPUR, case A2/debtor escape/telephone number inactive/4 months search process by the eagle eye team was successfully executed/November 27, 2020
2. NI KETUT SRI WARINI , the case of B6/unit borrowed by relatives and mortgaged 35 million while the debtor does not want to be responsible/completes the somasi from the lawyer and is resolved by family means, the unit is redeemed by relatives and returned to the debtor after which the unit is returned by the debtor to the lawyer officer December 24, 2020.
3. SUNARTO, B6 from the beginning of the credit is indeed the debtor only in the name only/completion of the unit in execution in Java Banyuwangi Muncar, the unit was brought by the debtor boss on behalf of HUSNUN, October 26, 2020 there is also a guarantee that is directly handed over by the debtor.

If between the creditor and the debtor in the debt receivables agreement uses a fiduciary guarantee whose object is a motor vehicle but the property rights of the object used as collateral have changed hands into the hands of the creditor as the fiduciary beneficiary even though the pledged object is still under the power of the debtor as the fiduciary giver. When the title to the pledged object has changed hands to the fiduciary beneficiary, it can be interpreted that the fiduciary beneficiary also has the right to pledge the pledged object to the other party in a loan agreement that is other than the previous guarantee agreement, so that in this case the fiduciary beneficiary is considered to be acting as a debtor in another guarantee agreement. Based on the background of the problem, the author is interested in researching "Dispute Resolution of Fiduciary Agreements in Default Settlement (Case Study D of PT Adira Dinamika Multi Finance Tbk, Denpasar II Branch).

This research formulates several problems, namely: 1) What is the form of resolving disputes about fiduciary agreements in the settlement of defaults in PT. Adira Dinamika Multi Finace Tbk, Denpasar II Branch? 2) What are the obstacles encountered in the execution of fiduciary guarantee goods in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch? Based on the research problem, the research aims of this study are 1) To find outthe form of resolving disputes about fiduciary agreements in the settlement of defaults in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch 2) To find out the obstacles faced in the implementation of the execution of fiduciary guarantee goods in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch.

II. LITERATURE REVIEW

1 Definition of Dispute

According to the Big Dictionary of Indonesian (hereinafter referred to as KBBI), the definition of dispute is 1) something that causes dissent; quarrels; disputation. 2) in fighting; conflict. 3) the

case (in the court).

According to Nurnaningsih Amriani, a dispute is a dispute that occurs between the parties to the agreement due to a default committed by one of the parties to the agreement (Amriani, 2012). Meanwhile, according to Rahmadi's Destiny, disputes are situations and conditions where people experience disputes of a factual nature or disputes according to their perceptions only (Rahmadi, 2017). Thus there are three main elements in a dispute the three principal elements are:

1. The presence of two or more parties involved;
2. There are differences in will/ opinion/interests
3. There is a willingness on the part of one party to respond positly or perform the will (achievement) desired by the other party (default) (Kantaatmadja, 2011).

2 Definition of Agreement

According to Article 1313 of the Civil Code it is stated that: “an agreement is an act by which one or more persons bind themselves to one or more persons” According to R. Subekti a treaty is an event in which a person promises another, or where two persons promise each other to carry out something (Amriani, 2012). According to Abdulkadir Muhammad, the definition of a treaty in Article 1313 of the Civil Code is incomplete and has several disadvantages, including:

a. The formulation is only suitable for unilateral agreements because the word “bind” only comes from one of the parties

b. The definition is too broad, because there is no mention of binding oneself limited in the field of property law, so it can also include marriage agreements in the field of family law

c. Without mentioning the purpose, so it is not clear what the parties are binding on for. So from these shortcomings, he completes the definition of an agreement is an agreement by which two or more persons bind themselves to carry out a matter in the field of property law (Muhammad, 2011).

R. Wirjono Prodjodikoro defines an agreement, namely an Agreement as a legal relationship regarding property between two parties, in which one party promises or promises to do something, while the other party has the right to demand the implementation of the promise (Prodjodikoro, 2011).

According to Soedikno Mertokusumo the term treaty is used as a translation of Overeenkomst. Because of the legal conditions of oveerenkomst is the presence of toesteming, which can be translated as consent. And the term agreement according to Soedikno Mertokusumo is a legal relationship between two or more parties based on the word agreement to cause legal consequences where the legal effect gives rise to an agreement between the parties (Suharnoko, 2015).

III. RESEARCH METHODS

This type of research is an Empirical type of research. The source of legal material used is primary legal material as a source of binding legal material, then secondary legal material and tertiary legal material include supporting materials. Teknik research of legal materials is carried out by means of dukumen studies, interviews (interviews), and observations/observations and data processing techniques are carried out qualitatively and quantitatively.

III. RESULT AND DISCUSSION

• Form of Dispute Resolution Regarding Fiduciary Agreements in The Settlement of Defaults in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch

Default comes from the Dutch word “wanprestatie” which means bad achievement. Default is an attitude in which a person does not fulfill or neglects to carry out obligations as specified in the agreement made between the creditor and the debtor (Saliman, 2004). There is no uniformity regarding the notion of default. There are various terms regarding default, namely: “default, break promises, break promises, and so on.

Default gives legal consequences to the party who does it and causes consequences for the right of the aggrieved party to be able to sue the party who defaulted in order to be able to compensate, so that no 1 (one) party is harmed due to default. Determination of the time of default or default often has difficulties, because it tends not to be promised in detail when the debtor is obliged to perform the achievement as promised.

Based on the above provisions, there are 2 (two) ways to determine the debtor's default or negligence:

a. Declared to have been negligent on the basis of a similar warrant/deed, and

b. Declared negligent of the provisions of the time limit that has been regulated in the agreement.

Against the default of a debtor, it is threatened with sanctions, namely:

a. Paying damages;
b. Cancellation of the agreement;
c. Risk switching;
d. Pay the costs of the case, which is litigated before the judge.

For creditors, if the debtor defaults, they can sue :

a. Fulfillment of the agreement;
b. Fulfillment of the agreement entered into with indemnity;
c. Delimitation accompanied by indemnification
d. Only demand damages;
e. The cancellation of the agreement;

Based on the results of an interview with Anak Agung Gede Sasmatra Putra as RCH (Regional Collection Head), that to settle the default on the goods

1) Perform the desk call process
2) Expenditure of Somasi (warning letter) officers.
3) Granting rescheduling or changes in maturity, restructuring or changes in credit structure and over credit as an effort to transfer contracts that are part of the restructuring program.
4) Granting OD (Over Due) or the last repayment time up to a maximum of 30 days
5) Making a withdrawal of collateral goods.

Credit facilities provided by banks, generally always ask for or require a treasury guarantee as additional collateral (Dewi, 2021). One such type of bail is fiduciary. Based on the results of an interview with I Ketut Alit Wijaya, as Cluster Collection Head (Manager) The provision of credit with fiduciary guarantees, provides the power of execution parate for the object of the guarantee that is still controlled by the debtor. So that if the debtor defaults, and can no longer fulfill his obligation to return the credit that has been given by PT Adira Dinamika Multifinance, the execution of the fiduciary guarantee object can be carried out because of the registration of the fiduciary guarantee. The parate execution of fiduciary guarantees through public auction means giving hope to the fiduciary beneficiary to be able to obtain a high price from the proceeds of the sale of the pledged object for the benefit of both the fiduciary beneficiary and the fiduciary grantor (Husni Hasbulah, 2009). Article 15 paragraph (3) of the Fiduciary Guarantee Law reads “if the debtor defaults on the promise, the Fiduciary Beneficiary has the right to sell the object of the Fiduciary Guarantee in his own power.” The provisions of this article mean that the sale of objects that are the object of a fiduciary guarantee can be carried out through a public auction, without going through a court by the creditor for his power, which is regulated in Article 29 letter b of the Fiduciary Guarantee Law which reads “the sale of the object of the Fiduciary Guarantee on the power of the Fiduciary Recipient himself through a public auction and taking repayment of his receivables from the proceeds of the sale of the sale”.

Based on an interview with Ida Bagus Ketut Surya Karna,. as a Lawyer Retainer of PT. Adira Dinamika Multi Finance TBK Denpasar branch, he said the form of dispute resolution at PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch is divided into 2 stages, namely:

1. Non-Litigation Efforts (outside the court). namely through persuasive efforts to the debtor with direct visits by both internal collection and external colection parties, through the provision of Warning Letters to customers, in order to find a win win solution to the problem of debtor default, to the payment of obligations can be carried out by the debtor or as a last resort, namely so that the process of executing the object of guarantee based on the certificate fiduciaries can be implemented for repayment of debtors. (Article 15 jo article 29 of Law No.42 of 1999 ttg fiduciary guarantee)
2. Through litigation efforts, namely submitting an application for execution to the district court.

The two attempts mentioned above are those made in other civil disputes in general. The explanation of the two efforts is as follows:

1. Dispute Resolution through Litigation

Litigation is a dispute resolution process in court, where all parties to a dispute confront each other to defend their rights before the court. The final result of a dispute resolution through litigation is a ruling declaring a win-lose solution (Amriani, 2012).

The procedure in this litigation path is more formal and technical in nature, resulting in a win-loss agreement, tending to cause new problems,

being slow in its resolution, requiring expensive costs, unresponsiveness and generating hostility between the parties to the dispute. This condition causes people to look for other alternatives, namely dispute resolution outside the formal judicial process. Dispute resolution outside the formal judicial process is what is called "Alternative Dispute Resolution" or ADR (Harahap, 2008).

2. Dispute Resolution through Non- Litigation.

Recently, discussions about alternatives to dispute resolution have become more and more widely discussed, and even need to be developed to overcome the congestion and accumulation of cases in the courts and in the Supreme Court.

There are many alternatives in dispute resolution including:

a. Arbitrase

Article 1 paragraph (1) of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution explains that arbitration (referee) is a way of resolving a civil dispute outside the general court based on an arbitration agreement made in writing by the parties to the dispute.

b. Negotiation

According to Ficher and Ury as quoted by Nurnaningsih Amriani, negotiations are two-way communication designed to reach an agreement at a time when both parties have various common and different interests (Amriani, 2012). This is in line with what susanti Adi Nugroho revealed that negotiation is a bargaining process to reach an agreement with the other party through a process of interaction, dynamic communication with the aim of getting a solution or a way out of the problems faced by both parties (Nugroho, 2009).

c. Mediation

Mediation is defined as an effort to resolve disputes between the parties by mutual agreement through a mediator who is neutral, and does not make decisions or conclusions for the parties but supports facilitators for the implementation of dialogue between parties with an atmosphere of openness, honesty, and exchange of opinions to reach consensus (Nugroho, 2009)

d. Conciliation

Conciliation is a continuation of mediation. The mediator turns into a conciliator. In this case the conciliator performs a more active function in seeking forms of dispute resolution and offering them to the parties. If the parties can agree, the conciliatory solution will be resolution.

The agreement that occurs is final and binding on the parties. If the party to the dispute is unable to formulate an agreement and the third party proposes a way out of the dispute, this process is called conciliation (Amriani, 2012).

e. Expert assessment

Expert assessment is a way of resolving disputes by the parties by asking for an expert opinion or assessment of an ongoing dispute (Rahmadi, 2017).

f. Fact-finders (fact finding)

Fact-finder is a way of resolving disputes by the parties by enlisting the help of a team usually consisting of an odd number of experts who carry out the function of investigation or discovery of facts that are expected to clarify the sit of the issue and can end the dispute (Rahmadi, 2017).

2. Obstacles Encountered in the execution of fiduciary guarantee goods in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch?

The law has determined a certain pattern of behavior, so each person should behave according to the predetermined pattern (Indradewi, 2020). The same goes for fiduciary agreements. Therefore, if there is a violation, it must be followed up with the execution of fiduciary guarantees. However, there are still obstacles in the implementation of the execution. In general, there are several obstacles in the implementation of the execution of fiduciary guarantee goods, namely:

a. The object of the fiduciary guarantee cannot be laid for execution bail

Article 29 of Law Number 42 of 1999 concerning Fiduciary Guarantees really provides a breath of fresh air for fiduciary holders. This can be seen from the reading of Article 15 subsection (2) of the Fiduciary Guarantees Act, which says as follows :

"The fiduciary guarantee certificate referred to in paragraph (1) has the same executory power as a court decision that has obtained definite legal

force".

The executory power as intended in Article 15 paragraph (2) of Law No. 42 of 1999 is that it can be directly implemented without going through the District Court and is final and binding on the parties to implement the decision. For the execution of judgments of courts that have obtained the force of law must still refer to the provisions of Article 195 of the HIR and thereafter, meaning that the execution of judgments of courts that have obtained permanent legal force and are immediately necessarily must be carried out under the leadership of the authorized Chief Justice of the District Court. Because Article 15 paragraph (2) of Law No. 42 of 1999 states that a fiduciary guarantee certificate containing the irah-irah "For the Sake of Justice Based on the One True God" has the same executory legal force as a court decision that has obtained permanent legal force, the execution of the fiduciary guarantee certificate entitled "For the Sake of Justice Based on the Almighty Godhead" " must also be under the leadership of the chief justice of the competent District Court. As is known, the process of execution of a judgment that has obtained permanent legal force or that is of an immediate nature includes the process of executing a fiduciary guarantee certificate/dependent rights entitled.

b. The fiduciary object has been purchased by a third party in good faith

Although Article 23 paragraph (2) of Law Number 42 of 1999 concerning fiduciary guarantees, specifies that the fiduciary grantor is prohibited from transferring, mortgage or renting the object of the fiduciary guarantee except with the prior written consent of the fiduciary beneficiary (Arbysupriyadi, 2020).

From the sound of the article, a problem arises, in the event that the holder of the fiduciary guarantee requests to confiscate the execution of the fiduciary object, it turns out that the object of the fiduciary guarantee has been purchased by the third party in good faith, is it not that the third party under Article 1977 of the Civil Code may believe that the movable goods of the person who controls (burglarize) the goods are the owners (bezit geldt als volkomen title).

Looking at the foregoing, then we can see Article 20 of the Fiduciary Guarantees Act which specifies "the fiduciary guarantee still follows the object of the fiduciary guarantee in the hands of whoever the object is in except the transfer of the inventory object that is the object, the fiduciary guarantee, the following problems still arise :

a. If the object of the fiduciary guarantee can be found but has become the property of a third party in good faith. Whether the object of the fiduciary guarantee will still be executed by the Chief Justice, because according to Section 29 of the Fiduciary Guarantee Act has properties attached to its objects such as Dependent Rights and mortgages. The problem is, in the event that the buyer of the land in good faith before purchasing the land object is obliged by law to look at the Land Registration Office and the Certificate of Land Rights, whether the right to the land bears the burden of dependent or mortgage rights.

b. The same obstacle will be experienced also by the creditor of the fiduciary holder in the event that he chooses to sell the object of the fiduciary guarantee by selling at his own power by requesting the assistance of the Auction Office or the Auction House to sell the object of the fiduciary guarantee in accordance with the reading of Article 15 subsection (3) of the Fiduciary Guarantee Act, but the goods which are the object of the fiduciary guarantee are not found, or controlled by someone else, of course, the Auction Office/Auction House cannot conduct auction sales of the fiduciary object.

c. The object of the guarantee is lost or controlled by another person

To overcome these problems or obstacles, the framers of the law have provided anticipation as stipulated in Chapter VI of the Criminal Provisions of Article 36 which states : "A fiduciary grantor who transfers, mortgages, or leases an object of fiduciary guarantee as referred to in Article 23 paragraph (2) conducted without the prior written consent of the Fiduciary Recipient, shall be punished with a maximum imprisonment of 2 (two) years and a maximum fine of Idr. 50,000,000.00 (fifty million rupiah)". (Ilham Maulana, 2023).

The provision provided by Section 36 of the Fiduciary Guarantees Act is to avoid or prevent the fiduciary-granting debtor from transferring or eliminating the fiduciary object.

However, in such cases, it is still done by the debtor, so the obstacle is the difficulty for the creditor holding the fiduciary right to exercise the right of execution.

d. Re-fiduciary

The Fiduciary Guarantees Act prohibits re-fiduciary or 3rd fiduciary fiduciary conduct, this is to protect the interests of creditors from the conduct of debtors who take advantage of fiduciary exploitation acts contrary to law. For fiduciary guarantees, we can refer to the provisions in Article 1159 of the Civil Code which specify as follows :

As long as the holder does not misappropriate the goods given in the pledge, then the debtor has no power to demand its return, before he has paid in full both the principal and interest debts and the costs of the debt, which in order to guarantee the pledged goods have been given, as well as all the costs that have been incurred to save the lien.

If between the debtor and the debtor there is also a second debt, which he made after the time of the award of the pledge, and can be collected before the payment of the first debt or on the day of payment itself, then the debtor is not obliged to release his lien before he is fully repaid both debts, even if it has not been promised to result in his lien for the payment of his second debt.

Based on the results of wawancara with Anak Agung Gede Sasmatra Putra as RCH (Regional Collection Head), Fiduciary Guarantees have the nature of droit de suite meaning that Fiduciary Guarantees follow the object that is the object. Fiduciary Guarantees in the hands of whoever the object is. However, this trait is excluded for fiduciary guarantee objects in the form of inventory objects. The nature of the droit de suite can be exemplified, the object of the Fiduciary Guarantee is in the form of a car, bus, or truck that the owner of the object is resold to another party, then by the nature of the droit de suite if the debtor defaults on the promise, the creditor as the fiduciary beneficiary can still execute the collateral of the car, truck or bus even though the debtor has been sold and controlled by another party or a third party. So the sale of the object of the Fiduciary Guarantee by the owner of the object does not deprive the creditor of the right to execute the object of the Fiduciary Guarantee.

Based on the results of wawancara with I Ketut Alit Wijaya, as cluster collection head (manager), he said that the obstacles in the implementation of the execution of fiduciary guarantee goods di PT. Adira Dinamika Multi Finance Tbk, Cabang Denpasar II, as follows:

1. Overlapping and changing regulations or regulations that change so as to create no legal certainty for creditors.
2. The debtor is uncooperative regarding his obligations to the creditor (adira) in the context of carrying out the execution of the object of the financing guarantee.
3. The object of the financing guarantee is not clear about its existence (mortgaged or pretexted to the 3rd party, so the excesses cannot be implemented.
4. The existence of the debtor is not clear, thus complicating the execution process that will be carried out.
5. If you have to go through the courts, it will take time and costs quite decently.

Based on an interview with Ida Bagus Ketut Surya Karna, as a Lawyer Retainer of PT. Adira Dinamika Multi Finance TBK Denpasar branch, stated that one of the obstacles in Fiduciary is if the fiduciary guarantee is not registered. Basically, the non-registration of fiduciary guarantees means that if the debtor defaults, the creditor does not have legal protection and is also unable to take actions in accordance with the provisions of Article 29 paragraph (1) of the Fiduciary Guarantee Act, which states that if the debtor or fiduciary giver defaults on the promise, the execution of the object of the Fiduciary Guarantee can be carried out by means of the implementation of the executory title as referred to in article 15 paragraph (2) by Fiduciary Beneficiary. Sale of Objects that are the object of the Fiduciary Guarantee on the power of the Fiduciary Recipient himself through a public auction and take repayment of his receivables from the proceeds of the sale. Underhand sales made under the agreement of the Fiduciary Giver and Receiver if in such a way it can be obtained the highest price in favor of the parties.

Thus, it can be concluded that the most prominent obstacle in fiduciary guarantees is in executing goods already transferred by the debtor of the goods. however, the result of the recognition of the principle of droit de suite that the right of

fiduciary guarantee following its object in the hands of whoever the object is in provides legal certainty for the creditor to obtain repayment of the debt from the proceeds of the sale of the object The fiduciary guarantee if the debtor defaults. Thus, the legal certainty of such rights is not only when the object of the Fiduciary Guarantee is still in the power of the debtor but also when the object of the Fiduciary Guarantee has been transferred or is on the power of a third party.

IV. CONCLUSION

- Conclusion

A form of dispute resolution in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch is divided into 2 stages, namely Non-Litigation Efforts (outside the court), namely through persuasive efforts to the debtor with direct visits by both internal collection and external colection parties, through the provision of Warning Letters to customers, in order to find a win win solution on the issue of default of the debtor, until the payment of the obligation is carried out by the debtor or as a last resort, namely so that the process of executing the object of guarantee based on the fiduciary certificate can be carried out for the repayment of the debtor's debt. (Article 15 jo article 29 of Law No.42 of 1999 ttg fiduciary guarantee), Then through litigation efforts i.e. submitting an application for execution to the district court

Constraints faced in the execution of fiduciary bail goods in PT. Adira Dinamika Multi Finance Tbk, Denpasar II Branch is in executing goods that have been transferred by the debtor of the goods. but as a result of the recognition of the principle of droit de suite that the right of fiduciary guarantee following the object in the hands of whoever the object is in provides legal certainty for the creditor to obtain repayment of the debt from the proceeds of the sale of the object Fiduciary guarantee if the debtor defaults. Thus, the legal certainty of such rights is not only when the object of the Fiduciary Guarantee is still in the power of the debtor but also when the object of the Fiduciary Guarantee has been transferred or is in the power of a third party.

- Suggestion

To PT. Adira Dinamika Multi Finance Tbk. in determining fiduciary guarantees to be more thorough in establishing agreements with debtors so that in the future there will be no defaults that can harm various parties involved in the fiduciary guarantee. To the debtor to do not default as much as possible if he has decided to make a fiduciary guarantee agreement because it is very detrimental to the parties involved in it..

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