



Reformulation of the Cessie Regulations in Indonesian Banking Law in Order to Close the Legal Vacuum and Realize Balanced Legal Protection

Yudhistira Dhi Djajaram^{1*}, Richard²
Borobudur University Jakarta, Indonesia

Corresponding Author: Yudhistira Dhi Djajaram ydsgemas@gmail.com

ARTICLE INFO

Keywords: Cessie, Banking, Legal Vacuum, Legal Protection

Received : 21 March 2026

Revised : 23 April 2026

Accepted: 27 May 2026

©2026 Djajaram, Richard: This is an open-access article distributed under the terms of the [Creative Commons Attribution 4.0 International](https://creativecommons.org/licenses/by/4.0/).



ABSTRACT

This study analyzes the legal vacuum in the regulation of *cessie* within Indonesian banking practices and formulates a legal reform model to achieve balanced legal certainty and protection. Using normative juridical research with statutory and conceptual approaches, this study examines Article 613, Article 1320, and Article 1338 of the Indonesian Civil Code, Law Number 10 of 1998 concerning Banking, and Law Number 21 of 2011 concerning the Financial Services Authority. The findings reveal that existing *cessie* regulations remain general and are unable to accommodate the complexity of modern banking transactions, resulting in legal uncertainty and insufficient debtor protection. The absence of specific rules governing transfer procedures, debtor rights, and supervisory mechanisms creates opportunities for abuse and imbalance between creditors and debtors. Therefore, legal reform is necessary through the establishment of more comprehensive banking-specific regulations, strengthened debtor notification requirements, enhanced debtor protection, and more effective regulatory supervision. Such reform is expected to provide greater legal certainty, justice, and balance in Indonesian banking practices.

INTRODUCTION

In the national economic system, banking plays a strategic role as an intermediary institution that collects and distributes public funds to support economic development. (Dalimunthe, 2023) This is emphasized in Law Number 10 of 1998 concerning Banking, which states that the main function of banking is to collect funds from the public and redistribute them in the form of credit. (Sunardi, 2021) Credit, as a bank's core business, is in practice not free from risks, especially the emergence of non-performing loans (NPLs), which can disrupt bank health and financial system stability. (Hermansyah, 2020) In such conditions, banks require an effective mechanism to manage and transfer risk, one of which is through the transfer of receivables or cession. Cession is a critical instrument because it allows banks to transfer collection rights to other parties as part of a risk management strategy and balance sheet efficiency. Therefore, in modern banking practices, the existence of cession is not only relevant but also inevitable. (Waty, 2024)

Normatively, the concept of cession is regulated in the Civil Code (KUHPerduta), specifically in Article 613, which states that the transfer of receivables under a name is carried out by means of an authentic deed or underhand, and has no consequences for the debtor until notified or approved in writing. This provision serves as the primary legal basis for the practice of transferring receivables in Indonesia. (Basri, 2020) In addition, the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code and the principle of freedom of contract in Article 1338 of the Civil Code also form the basis for the implementation of cession. (Harsanto, 2024) However, these provisions are general in nature and do not specifically address the banking context, which has unique characteristics, such as the complexity of credit transactions, the involvement of financial institutions, and systemic implications for economic stability. (Simanjuntak, 2026) Thus, the current cession regulations remain a legacy of classical law that has not fully adapted to developments in modern banking practices.

In practice, cessions have become an integral part of banking activities, particularly in the management of non-performing loans. Banks frequently transfer receivables to third parties such as asset management companies, investors, or other financial institutions through a secondary market mechanism. (Asisah, 2025) This practice aligns with the prudential banking principle as stipulated in Articles 2 and 29 of Law Number 10 of 1998 concerning Banking, which requires banks to maintain the health and stability of their businesses. (Yulfasni, 2023) Similarly, supervision of this practice falls within the authority of the Financial Services Authority (OJK), as stipulated in Law Number 21 of 2011 concerning the OJK. However, cession practices often evolve faster than their regulations, creating a gap between applicable legal norms and the reality on the ground. (Christina, 2021)

This gap gives rise to various legal issues in banking cession practices. One of the main issues is the unclear legal status of the debtor after the transfer of receivables, particularly regarding the debtor's rights and obligations towards the new creditor. (Sasmita, 2024) Although Article 613 of the Civil Code requires

notification to the debtor, in practice, this obligation is often lacking in transparency or even ignored. This has the potential to cause losses for the debtor, especially if the new creditor implements a different or more burdensome collection policy. (Sudarsono, 2024) Furthermore, the absence of clear regulations regarding the limitations and mechanisms of assignments in the banking context opens up opportunities for abuse and creates conflicts between the bank's business interests and the legal protections for debtors. This situation indicates disharmony and legal uncertainty in assignment practices. (Adistie, 2021)

This problem indicates a legal vacuum (*rechtvacuum*) in the regulation of assignments in the banking sector. The Civil Code, as the primary legal basis, does not provide comprehensive regulations regarding the mechanisms, limitations, or legal protection for parties in banking assignment transactions. (Novianti, 2023) On the other hand, the Banking Law and related regulations do not explicitly regulate cessions as an instrument for transferring receivables in the banking context. This lack of regulation results in the absence of clear standards for implementing cessions, both in terms of procedures, debtor protection, and oversight by relevant authorities. As a result, legal certainty, one of the primary objectives of law, becomes difficult to achieve, and the potential for legal disputes increases. (Harahap, 2020)

In this regard, reformulation of the cession regulation in Indonesian banking law is necessary to address the legal gap and achieve balanced legal protection. This reformulation must integrate civil law principles with the needs of modern banking practices, while also addressing the principles of legal certainty, justice, and expediency. Furthermore, the new regulation must accommodate the principles of transparency, accountability, and protection of debtors as relatively vulnerable parties. Therefore, the direction of reforming the cession law aims not only to provide legal certainty for banking institutions but also to create a balance of interests between creditors and debtors in the national financial system. This approach serves as a conceptual contribution to the development of banking law that is responsive and adaptive to the dynamics of the modern economy.

LITERATURE REVIEW

The transfer of receivables (*cessie*) has become an increasingly important legal instrument within modern banking systems, particularly in relation to credit risk management and the resolution of non-performing loans. As financial institutions are required to maintain liquidity, prudential standards, and asset quality, the transfer of receivables enables banks to manage problematic credit portfolios efficiently. In Indonesia, *cessie* is principally regulated under Article 613 of the Civil Code, which recognizes the transfer of receivables through authentic or private deeds accompanied by notification to the debtor. However, these provisions were formulated within the framework of classical civil law and were not specifically designed to regulate contemporary banking transactions involving complex financial structures, institutional creditors, and systemic economic implications. Consequently, questions emerge regarding the adequacy

of existing legal norms in governing banking cessie practices and protecting the interests of all parties involved.

The discussion regarding legal inadequacy in regulating emerging economic practices is commonly associated with the theory of legal vacuum (*rechtvacuum*). A legal vacuum occurs when existing legal norms fail to provide comprehensive regulation for evolving social or economic realities, resulting in legal uncertainty and inconsistent implementation. Within banking law, legal certainty is particularly significant because financial transactions require predictability, transparency, and enforceability. When legal regulations fail to address modern banking mechanisms adequately, the resulting uncertainty may negatively affect both financial institutions and debtors. Therefore, legal reform becomes necessary to ensure that legal instruments remain responsive to developments in the financial sector while simultaneously preserving justice and legal protection.

Previous studies have extensively examined cessie from the perspective of civil law doctrine and contractual relationships. Basri (2020) explains that cessie functions as a lawful mechanism for transferring receivables in both conventional and Islamic banking systems, based primarily on Article 613 of the Civil Code. Similarly, Rasyid (2024) emphasizes that legal certainty in receivable transfers depends largely on compliance with formal legal requirements, particularly regarding documentation and debtor notification. Muzzaki (2023) further argues that the validity of cessie transactions remains inseparable from the general requirements of agreements under Article 1320 of the Civil Code and the principle of freedom of contract embodied in Article 1338. These studies demonstrate the doctrinal legitimacy of cessie within Indonesian private law. Nevertheless, their analyses are largely confined to the normative validity of receivable transfers and provide limited discussion regarding the broader regulatory challenges emerging in modern banking practices.

Scholarly attention has also been directed toward the implications of cessie for debtor rights and legal protection. Waty (2024) argues that debtor protection remains one of the most critical issues in banking cessie because debtors frequently experience uncertainty following the transfer of receivables to new creditors. Likewise, Sasmita (2024) highlights that changes in creditors often create practical difficulties regarding the continuation of contractual obligations and communication between parties. Sudarsono (2024) further identifies various legal disputes arising from non-performing loan transfers, particularly where debtors receive inadequate information regarding the transfer process. These findings indicate that while cessie serves legitimate commercial purposes, its implementation may create imbalances between creditors and debtors when legal safeguards are insufficient. However, most of these studies focus on the consequences of cessie for individual debtors rather than examining the structural weaknesses of the regulatory framework itself.

The issue of legal certainty in repeated or complex receivable transfers has also attracted scholarly discussion. Adistie (2021) analyzes the validity of multiple cessie transactions and their implications for mortgage rights, emphasizing the potential for legal complications arising from successive

transfers. Harahap (2020) similarly examines disputes concerning transferred banking assets and demonstrates how inadequate legal regulation may contribute to prolonged litigation. More recently, Simanjuntak (2026) discusses the tension between the formal requirements of Article 613 of the Civil Code and the efficiency demands of secondary credit markets, arguing that contemporary banking practices increasingly challenge traditional legal doctrines. These studies reveal a growing gap between classical civil law provisions and the operational realities of modern financial systems. Nevertheless, they primarily focus on particular legal disputes and transactional issues rather than proposing comprehensive regulatory reform.

In addition to debtor protection concerns, contemporary scholarship increasingly recognizes the importance of institutional supervision in banking activities involving receivable transfers. Christina (2021) emphasizes that disputes arising from cessie transactions often reveal weaknesses in regulatory oversight and coordination among financial institutions. Novianti (2023) similarly notes that legal conflicts concerning collateral rights frequently emerge due to the absence of clear supervisory mechanisms governing receivable transfers. These findings suggest that legal certainty cannot be achieved solely through contractual compliance but also requires effective regulatory oversight capable of ensuring transparency, accountability, and procedural fairness. However, despite acknowledging the importance of supervision, existing studies provide limited analysis regarding the specific role that banking regulators and the Financial Services Authority (OJK) should play in governing cessie transactions.

Although previous studies have examined the doctrinal basis of cessie, debtor protection, contractual validity, legal disputes, and supervisory concerns, most of them address these issues separately and from fragmented perspectives. Existing scholarship generally focuses on the legality of receivable transfers, the rights of debtors, or the practical consequences of banking transactions. Limited attention has been devoted to examining the existence of a legal vacuum in the regulation of banking cessie as a distinct legal phenomenon requiring comprehensive legal reconstruction. Furthermore, there remains a lack of integrated analysis connecting civil law principles, banking regulations, debtor protection mechanisms, and institutional supervision within a unified framework of legal reform.

Accordingly, a significant research gap exists regarding the reformulation of cessie regulations within Indonesian banking law. This study seeks to fill that gap by analyzing the legal vacuum underlying current cessie regulations, examining its implications for legal certainty and balanced legal protection, and proposing a comprehensive legal reform model integrating civil law principles, banking law requirements, debtor protection mechanisms, and regulatory supervision. The novelty of this research lies in its effort to conceptualize banking cessie not merely as a private contractual transaction but as a financial legal instrument with broader implications for legal certainty, consumer protection, and financial system governance, thereby requiring comprehensive regulatory

reconstruction to achieve justice, balance, and legal certainty in Indonesian banking practices.

METHODOLOGY

This research employs a normative juridical research method, namely legal research that focuses on the study of legal norms written in laws and regulations, court decisions, and doctrines or opinions of legal experts, with the aim of finding legal principles, concepts, and systematics that are relevant to the research problems. The approaches used in this research include a statutory approach and a conceptual approach. The statutory strategy examines various regulations related to the regulation of cession, including the Civil Code, especially Article 613, Article 1320, and Article 1338, Law Number 10 of 1998 concerning Banking, and Law Number 21 of 2011 concerning the Financial Services Authority, to identify applicable legal norms and gaps or inconsistencies in their regulations in banking practices. Meanwhile, a conceptual approach is carried out by examining legal concepts that have developed in the literature and doctrine, such as the concept of cession, legal certainty, justice, legal protection, and *rechtvacuum* (legal vacuum), which are used as an analytical basis for building arguments and formulating ideas for reformulating cession regulations in Indonesian banking law. Through these two approaches, this research is expected to be able to provide a comprehensive, systematic, and prescriptive analysis in order to answer the legal issues raised.

RESULT AND DISCUSSION

Legal Analysis of the Cession Regulation in Indonesian Positive Law and Its Relevance in Banking Practice

The regulation regarding cession in Indonesian positive law is rooted in the provisions of the Civil Code (KUHPerdata) as part of the law of obligations, particularly related to the transfer of rights over receivables under a name. A cession is legally understood as a mechanism for transferring collection rights from an old creditor (cedent) to a new creditor (cessionaris) against a debtor (cessus), which does not eliminate the principal legal relationship but only transfers the subject of the creditor. This provision is explicitly regulated in Article 613 of the Civil Code, which states that the transfer of receivables under a name must be carried out with an authentic deed or a private deed, and has no legal consequences for the debtor before there is written notification or approval from the debtor. Thus, a cession is a legal instrument that is valid and recognized in the Indonesian legal system, but its implementation remains bound by formal and material conditions determined by statutory regulations. (Rasyid, 2024)

In addition to the specific provisions in Article 613 of the Civil Code, the implementation of a cession must also comply with the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code, which include agreement between the parties, capacity, a specific object, and a lawful cause. This demonstrates that a cession, as an agreement, cannot be separated from the general principles of civil law. Furthermore, Article 1338 of the Civil Code affirms the principle of freedom of contract, which allows parties to enter into agreements as long as they do not conflict with law, public order, or morality. In

this context, a cession can be implemented in various forms and mechanisms according to the needs of the parties, including in banking practices. However, this freedom must still be limited by the principle of prudence and the protection of the weaker party, particularly the debtor. (Muzzaki, 2023)

In banking practice, cessions have significant relevance, particularly in the management of non-performing loans. As intermediary institutions, as stipulated in Law Number 10 of 1998 concerning Banking, banks are obligated to maintain the health and stability of their businesses, as stipulated in Article 29, which regulates the principle of prudence. To fulfill this principle, banks often transfer receivables to third parties as part of a restructuring strategy or to resolve problem loans. This practice is also subject to oversight by the Financial Services Authority (OJK), under Law Number 21 of 2011, which has the authority to regulate and supervise financial services activities, including banking. Thus, cession in banking practice is not only a civil law instrument but also part of risk management policies within the financial system.

However, there is a discrepancy between the normative provisions of cession in the Civil Code and the needs of modern banking practices. The Civil Code, a product of colonial law, does not specifically address the highly complex banking context, including the involvement of multiple parties, large transaction values, and systemic impacts on the economy. Article 613 of the Civil Code, for example, only regulates the formal aspects of the transfer of receivables without providing further provisions regarding debtor protection mechanisms, transaction transparency, or the obligations of new creditors. It leaves room for wide interpretation and has the potential to create legal uncertainty in practice, particularly when disputes arise between the debtor and the new creditor.

This problem becomes even more complex when linked to the debtor's position in the legal relationship of assignment. Normatively, the debtor does not have the authority to reject the assignment as long as it is carried out in accordance with legal provisions, but the debtor still has the right to receive clear information regarding the transfer of receivables. In practice, the notification obligation stipulated in Article 613 of the Civil Code is often not optimally implemented, leaving the debtor in the position of being unaware of the change in their creditor. The situation can be detrimental to the debtor, especially if the new creditor implements different or more burdensome policies. Furthermore, the absence of clear regulations regarding the rights and obligations of new creditors in banking law further weakens the debtor's position in this legal relationship.

Thus, a legal analysis of the cession provisions in Indonesian positive law shows that, although normatively regulated in the Civil Code, these provisions are not yet fully relevant and adequate to meet the needs of modern banking practices. This limitation of the provisions indicates the need for adjustments or legal updates that are more responsive to current developments. Integration between civil law and banking law is crucial to creating a legal system that not only provides legal certainty but also guarantees justice and legal protection for all parties involved. Therefore, a systematic effort is needed to reconstruct the

cession provisions to make them more adaptive, comprehensive, and able to address the challenges in Indonesian banking practices.

Legal Void and Problems of Assignments in Indonesian Banking Practices

The legal vacuum (*rechtvacuum*) in the regulation of cessions in the Indonesian banking sector is a fundamental problem arising from the absence of regulations specifically governing the transfer of receivables in the banking context. Although cessions are normatively stipulated in Article 613 of the Civil Code (KUHPperdata), these provisions are general and not designed to accommodate the complexities of modern banking practices. The Civil Code, as a product of colonial law, focuses more on classical civil relations between individuals, making it unable to address the needs of financial transactions involving banking institutions, significant economic value, and systemic implications for national financial stability. This situation creates a gap in the legal regulation that should be filled by more specific and contextual norms.

This legal vacuum is further exacerbated by the absence of explicit provisions regarding cessions in Law Number 10 of 1998 concerning Banking. While this law regulates the functions, prudential principles, and business activities of banks, it does not provide detailed provisions regarding the transfer of receivables as part of bank asset management. Similarly, in Law Number 21 of 2011 concerning the Financial Services Authority, although the OJK has regulatory and supervisory authority in the financial services sector, there are no specific regulations comprehensively governing the practice of cession in banking. As a result, the practice of transferring receivables has developed without an adequate legal basis, potentially creating legal uncertainty for the parties.

In banking practice, cession is often used as an instrument to transfer non-performing loans to third parties, such as asset management companies or investors. However, the implementation of cession often gives rise to various legal problems, particularly related to the status and protection of debtors. One major issue is the unclear legal position of debtors after the transfer of receivables. Normatively, the debtor remains bound by the initial agreement, but in practice, changes in creditors are often accompanied by changes in collection policies that are not always favorable to the debtor. It raises questions about the extent to which debtors' rights are protected under cession schemes implemented by banks.

Another frequently arising issue relates to the obligation to provide notification to debtors as stipulated in Article 613 of the Civil Code. The provision stipulates that a cession has no legal consequences for the debtor until it is notified or approved in writing by the debtor. However, in banking practice, this notification is often not provided transparently or is even ignored, leaving the debtor unaware that their receivables have been transferred to another party. This situation may give rise to legal disputes, particularly if the debtor makes payments to an existing creditor who is no longer legally authorized to receive those payments. Therefore, the weak implementation of notification provisions is a source of legal uncertainty in cession practices.

Furthermore, the lack of clear regulations regarding the limits of the authority of the new creditor (cessionary) is a serious problem. In practice, new creditors often adopt more aggressive collection policies, including the use of third-party services, which often causes psychological pressure on the debtor. The absence of norms governing the standards of conduct for new creditors and oversight mechanisms increases the potential for abuse. It demonstrates that the legal vacuum not only impacts the normative aspect but also has direct implications for the protection of debtors' rights in practice.

The legal vacuum surrounding cession regulations in the Indonesian banking sector has given rise to various problems, resulting in legal uncertainty, injustice, and weak protection for debtors. The absence of comprehensive regulations has led to the uncontrolled growth of cession practices, tending to disregard the principles of legal protection. Therefore, serious attention is needed from lawmakers and relevant authorities to address this legal vacuum through regulatory reforms that are more adaptive and responsive to developments in banking practices. Without adequate legal intervention, the potential for conflict and injustice in cession practices will persist, potentially harming all parties, particularly debtors, who are in a weaker position.

Reformulation of Cession Regulations in Indonesian Banking Law as an Effort to Achieve Balanced Legal Certainty and Protection

Reforming the cession regulations in Indonesian banking law is a strategic step to address the ongoing legal vacuum and to achieve certainty and balanced legal protection for all parties. Regulations currently based on Article 613 of the Civil Code (KUHPperdata) have proven unable to accommodate the complexities of modern banking practices, necessitating more contextual and adaptive legal reforms. This reformulation must be directed at establishing legal norms that not only legitimize the cession practice but also regulate in detail the mechanisms, limitations, and legal protections for debtors and creditors in a balanced manner.

One concrete action that needs to be taken is the establishment of specific regulations regarding cessions in the banking sector, either through a revision of Law Number 10 of 1998 concerning Banking or through the issuance of special regulations by the Financial Services Authority (OJK) pursuant to its authority under Law Number 21 of 2011. These regulations must contain clear provisions regarding receivables transfer procedures, including transparent documentation requirements, standard cession deeds, and recording and reporting requirements to supervisory authorities. With specific regulations, the practice of assignments no longer relies solely on the general provisions of the Civil Code, but has a stronger legal basis and is aligned with the characteristics of banking.

The next concrete action is to strengthen the obligation to notify debtors as stipulated in Article 613 of the Civil Code by adding a more stringent and measurable mechanism. For example, notification must be made in writing through official means that can be legally proven, accompanied by a specific time limit before the assignment is declared effective. Furthermore, it needs to be stipulated that without a valid notification, the assignment of receivables cannot be enforced against the debtor. Strengthening this mechanism aims to ensure

transparency and protect debtors' rights from being disadvantaged due to ignorance of changes in creditors.

The reformulation should also include provisions regarding legal protection for debtors as relatively vulnerable parties. Concrete actions that can be taken include establishing limits on the authority of new creditors, including a prohibition on the use of collection methods that are intimidating or detrimental to the debtor. Furthermore, it should be stipulated that new creditors must comply with the terms of the initial agreement agreed upon between the debtor and the existing creditor, without being allowed to unilaterally change the terms that are burdensome to the debtor. This strengthening of protection aligns with the principles of justice and legal protection, which are the primary objectives of legal reform.

Furthermore, it is necessary to strengthen oversight and law enforcement mechanisms for assignment practices in banking. The Financial Services Authority, as the supervisory body for the financial services sector, must be given a more active role in overseeing assignment implementation, including through mandatory reporting of assignment transactions by banks and audits of compliance with applicable regulations. Furthermore, an effective complaint mechanism for debtors who feel aggrieved, along with strict administrative and legal sanctions for violations of assignment practices, is needed. This step is crucial to ensure that the regulations established are not only normative but also effective in their implementation.

Therefore, the reformulation of assignment regulations in Indonesian banking law must be done comprehensively through the establishment of specific regulations, strengthening notification mechanisms, debtor protection, and effective oversight. All of these concrete actions aim to create a legal system that provides certainty, justice, and balance for all parties in the practice of assignment of receivables. Through an integrated approach between civil law and banking law, it is hoped that this reformulation will fill the existing legal gap and serve as a foundation for the development of banking law that is more responsive to the dynamics of the modern economy.

CONCLUSIONS AND RECOMMENDATIONS

The conclusion of this study indicates that the cession regulation in Indonesian positive law, based on Article 613 of the Civil Code, supported by Articles 1320 and 1338 of the Civil Code, essentially provides a legitimate basis for the practice of transferring receivables. However, this regulation is general in nature and fails to accommodate the complexities of modern banking practices involving business interests, risk management, and debtor protection. The absence of specific regulations in Law Number 10 of 1998 concerning Banking or Financial Services Authority regulations has created a legal vacuum (*rechtvacuum*), resulting in legal uncertainty, disharmony in norms, and weak legal protection for debtors. The rapid development of cession practices in banking without adequate regulation has the potential to lead to abuse, legal conflicts, and imbalances in the positions of the parties, necessitating comprehensive and adaptive legal reform.

Based on these conclusions, it is recommended that the cession regulation in Indonesian banking law be reformulated by establishing more specific and integrated regulations between civil law and banking law, either through a revision of the Banking Law or the issuance of regulations by the Financial Services Authority. These regulations should contain clear provisions regarding cession procedures, transparent and measurable notification obligations to debtors, and protection of debtor rights to achieve a legal balance between the parties. Furthermore, it is necessary to strengthen the oversight and law enforcement mechanisms for cession practices, including the imposition of strict sanctions for violations. Thus, it is hoped that a legal system will be created that provides certainty, justice, and benefits in the practice of transferring receivables in the banking sector, and to respond to the challenges of modern economic dynamics responsively and sustainably.

REFERENCES

- Adistie, N. a. (2021). Hubungan Keabsahan Pengalihan Piutang (Cessie) Yang Dilakukan Secara Berulang Kali Terhadap Perpindahan Hak Tanggungan Milik Debitur. *Yustisia Tirtayasa: Jurnal Tugas Akhir*, 78.
- Asisah, S. N. (2025). Cessie, Subrogasi, Dan Hawalah: Kajian Perbandingan Peralihan Hak Dalam Hukum Perdata Dan Hukum Islam: Cessie, Subrogation, And Hawalah: Comparative Study Of Transfer Of Rights In Civil Law And Islamic Law. *Bustanul Fuqaha: Jurnal Bidang Hukum Islam*, 435-450.
- Basri, A. D. (2020). Pengalihan Piutang Dengan Skema Cessie Dalam Hukum Perbankan Syariah Maupun Konvensional. *El-Iqthisady: Jurnal Hukum Ekonomi Syariah*, 1-16.
- Christina, B. (2021). Upaya Hukum Penyelesaian Sengketa Aset Kredit Akibat Cessie setelah Pelelangan oleh Badan Penyehatan Perbankan Nasional yang Berkeadilan. *Lex Jurnalica*, 98.
- Dalimunthe, N. a. (2023). Peran lembaga perbankan terhadap pembangunan ekonomi: Fungsi dan tujuannya dalam menyokong ketenagakerjaan. *Jurnal Masharif Al-Syariah: Jurnal Ekonomi Dan Perbankan Syariah*, 233.
- Harahap, N. S. (2020). Akibat Hukum Cessie Atas Kredit Yang Dialihkan Oleh Badan Penyehatan Perbankan Nasional Semasa Krisis Yang Merupakan Bagian Dari Kredit Sindikasi (Studi Kasus Putusan Pengadilan Negeri Jakarta Utara Nomor 555/PDT. G/2018/PN. JKT. UTR). *Indonesian Notary*, 29.
- Harsanto, M. F. (2024). Tinjauan Syariah dan Konsep Penerapan Cessie dalam Penyelesaian Pembiayaan Bermasalah di Bank Syariah. *JIAKPRO: Jurnal Ilmiah Ilmu Akuntansi Profetik*, 1-7.

- Hermansyah. (2020). *Hukum Perbankan Nasional Indonesia*. Jakarta: Prenada Media.
- Muzzaki, I. a. (2023). *Prosedur Pengalihan Cessie Dalam Perspektif Hukum: Akibat Hukum Terhadap Jaminan Hak Tanggungan Dan Perlindungan Debitur*. *Binamulia Hukum*, 143-159.
- Novianti, I. a. (2023). *Gugatan Pembatalan Lelang Terhadap Jaminan Hak Tanggungan Dengan Cessie Menurut Hukum Perbankan*. *Bureaucracy Journal: Indonesia Journal of Law and Social-Political Governance*, 2450-2460.
- Rasyid, M. A. (2024). *Kepastian Hukum Terkait Pengalihan Piutang (Cessie) dalam Praktik Kredit Pemilikan Rumah Ditinjau dari Kuh Perdata*. *Jurnal Pustaka Cendekia Hukum Dan Ilmu Sosial* , 84-93.
- Sasmita, B. S. (2024). *Proses Pengalihan Cessie Dan Dampaknya Terhadap Hak Debitur Dalam Perjanjian Kredit Perbankan*. *UNES Law Review*, 485-493.
- Simanjuntak, R. N. (2026). *Deformalisasi Cessie dalam Praktik Perbankan: Benturan Antara Kepastian Hukum Pasal 613 KUHPerdata dan Efisiensi Pasar Kredit Sekunder*. *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, 301-314.
- Sudarsono, G. P. (2024). *Problematika Pengalihan Hak Tagih Piutang (Cessie) Terhadap Kredit Macet Perbankan*. *YUDHISTIRA: Jurnal Yurisprudensi, Hukum dan Peradilan*, 14-21.
- Sunardi, D. (2021). *Hukum perbankan dan perbankan syariah*. Jakarta: A-Empat.
- Waty, A. T. (2024). *Perlindungan Dan Kepastian Hukum Debitur Terhadap Pengalihan Piutang (Cessie) Dalam Praktek Perbankan Di Indonesia*. *Cerdika: Jurnal Ilmiah Indonesia*, 412.
- Yulfasni, Y. a. (2023). *Perlindungan Hukum Terhadap Penerima Cessie (Cesionaris) dalam Penyelesaian Kredit Macet Rumah Bersubsidi*. *Pagaruyuang Law Journal* , 164-178.