

JURIDICAL ANALYSIS AGREEMENT PLEDGE AND THE EXECUTION INSURANCE FOR REALIZE PROTECTION TO DEBTOR (PT.PEGADAIAN BATAM)

RestyaAnggraeny¹, Idham², Fadlan³

¹⁻³Master of Notarial Law
Universitas Batam, Indonesia

ABSTRACT

A pawnshop company is a State-Owned Enterprise as regulated in Law Number 9 of 1969, whose business field is within the scope of duties and authorities of the Minister of Finance, where all of the capital is owned by the State in the form of State assets which are separated and not divided into shares. The nature of the business of the Company is to provide services for the public benefit and at the same time to cultivate profits based on the principles of managing the Company.

This study aims to determine the process of implementing a pawn agreement and the execution of a pawn guarantee in the perspective of debtor protection and to find out the implementation, constraints and solutions in carrying out these processes. This research uses empirical legal research which is supported by normative legal research. The research method uses sociological normative juridical.

The results of the study explain that the implementation of the pawn agreement and the execution of the mortgage guarantee in the perspective of debtor protection is carried out based on the existence of a debt agreement made by the Pawnshop and the Debtor which is called a credit agreement. The validity of the credit agreement at the Pegadaian is evidenced by the issuance of a proof of credit (SBK) from the Pegadaian.

Whereas the legal arrangements for the implementation of the pawn agreement and the execution of the guarantee are regulated in CHAPTER XX Pawning of the Civil Code Articles 1150- Article 1160, Article 1320 of the Civil Code for the validity of an agreement, Law Number 8 of 1999 concerning Consumer Protection, PT. Pegadaian (Persero) as a business actor must be responsible if the debtor as a consumer feels aggrieved. The implementation of the pawn agreement at the pawnshop is in accordance with the standard soup pawnshop, protection both from a legal and economic point of view to the pawnshop as the holder of the guarantee.

Keyword : Execution; Guarantee; Pawnshops

A. BACKGROUND PROBLEM

Human needs necessarily lacking, in this life the later became an adult and we have the more also need to fire problem needs penuhi.untuk formulation enuhi around of course all person needs uang.karena money is one of the exchange to want whatsoever is want.In general not everyone to everyday life

To life as a result of the more expensive then show up pengelolah services offer a way it is easy to earn money, by way of guarantee for items that could she have been granted or commonly called (pledge).Pledge is an agreement made between a creditor by a debtor, where the debtor gave a moving object to the creditors, to ensure a pledge, debt extinguishment when a debtor negligent conduct. his achievements

Pledge regulated in 1150 in article to article 1161, civil legal statute book according to the provisions of article of the act of civil law 1150 sense: pledge is a right which a creditor over in get, chattels were delivered by, to a creditor or by its attorney.As security for the loan, and a member of authority to a

creditor to take the repayment of credit and his other, kreditur-kreditur precedes it the cost for the implementation of the rule on demand.

7 that article 103 government regulation number year about pawnshop persero (2000) to progress, pawnshops had several times changed its status, that is as the state company (1) district since 1961, january then based on government regulation number 7 years into a jawatan perjan (1969), next year in accordance with number 10 government 1990 (who renewed by government regulation number 103 year 2000 refreshed again) to a public company (the).Then in 2011, status be happened from the company is in government regulation number 51 year 2011 signed in 13 december 2011.

B. FORMULATION OF THE PROBLEM

1. How the execution in law and for a security for protection to debtor (study and research in pawnshops punggur-batam)?
2. How implementation and implement the agreement and execution in security for protection to debtor (study and research in pawnshops punggur-batam)?
3. Whatever factors are obstacles / obstacles and for a solution in security for protection and execution and to debtor study pawnshops (research in punggur-batam)?

C. LITERATURE SOURCES

The sources of literature in this study include the collection of legal materials consisting of primary, secondary and tertiary legal materials by taking into account their validity and reliability. Primary legal materials are collected by collecting legal products and laws and regulations relating to agrarian law, including those relating to it. For secondary legal materials, they are collected by searching, finding and reviewing the results of studies by previous researchers related to this research. And for tertiary legal materials in the form of books on law, be it legal dictionaries, encyclopedias and articles related to supporting materials for research analysis related to agrarian law, including those relating to it.

D. SPECIFICATION AND RESEARCH METHODS

Specification this research is only doing analisi only up to standard detesis, the analyzing and presenting facts systematically and easier to understand and inferred.Specification research or it can be said that the kind of research is a format in the choices of research examines object research on the field of science study by researchers. lawSpecifically by the type of, the nature and the goal of the law by research specification soerjono soekanto divided into research law normative position and empirical legal or sociological researc

In writing the use of this writer empirical legal research supported by research methodology normative law .Called equally normative legal research library research or study document , this is because there is more on that is secondary , in addition a normative legal research study assessing the more - act .From the review would be dikonsepkkan into a norm or rules applicable in a society.

E. DISCUSSION

1. LEGAL REGULATIONS ON THE IMPLEMENTATION OF PARTY AGREEMENTS AND EXECUTION OF WARRANTIES TO PROTECT DEBTOR PROTECTION

The analysis used to instruct someone in solving a case until they reached a solution and way out related problems will be talked about .The problems are the activities undertaken to find a solution or outlet to study the problem and said rules - rule to a the issue .The writer can be explained in the analysis and solutions to address the problem to be discussed .The analysis will come to a conclusion which of these conclusions be taken advice that will be useful to the existing problems never happens again

Pledge is a guarantee by controlling the damn thing, bail by controlling the damn thing for the creditors will be safer because recall on a moving object easy to was transferred in a sense sold auction if a debtor wanprestasi, while easy changed its value

The definition of the pledge , on the part of elements based on article above:

- a) the presence of the subject pledge , namely a creditor (the recipient pledge) and debtors is the pledge);
- b) the presence of an object pledge , will move , both tangible and intangible;
- c) the presence of the authority of a creditor

R.subekti which states that an agreement is an event where a promise to others or where the two men promised each other to implement something, of this event arises a relationship engagements.

Based on the book of act civil law article 1320 related to the terms of validity of the agreement

- a) agreement or consent of the will of the parties

- b) skill the parties in making an agreement
- c) particular thing
- d) a causa or for things

Actually the boundaries of 1313 article about the agreement according to the civil law degree is not complete and too wide thus contain many weaknesses. As for this weakness can be itemized

1. Only for unilateral agreement it

Here can be seen from some formula 'one or more people strapped himself against one or more persons lainnya'. So obviously seem without the consensus / a deal between the two sides that made a pact.
2. The word action also includes consensus/agreement

In the sense of action includes actions:

 - a) carry out tasks without authorization;
 - b) acts against the law;

From the two things above, it is an action/deed that does not contain any consensus, and the act itself has a very broad meaning, because actually the intention of the act in the formulation is a legal act.
3. The definition of agreement is too broad.

The meaning of the agreement here can also be interpreted as an agreement which includes marriage, marriage vows. Whereas marriage itself has been regulated separately in family law, which concerns the inner and outer relationship. What is meant in Article 1313 of the Civil Code is the relationship between creditors and debtors. Where the relationship lies in the field of wealth, the rest does not. So what is meant by a material agreement is not a personal agreement.
4. Without mentioning the goal

In the formulation of this article it is not stated so that what is the purpose of entering into an agreement between the parties to bind themselves. It is not clear what that means. On the basis of these reasons, it is necessary to reformulate what is meant by the agreement is "an agreement whereby two or more persons bind themselves to each other to carry out a matter in property".

Completion of deliberation for consensus, PT. Pegadaian (Persero) is committed to emphasizing the provision of compensation of 125% of the estimated value. And if there is no settlement, then the settlement is in the local District Court. The responsibility of the pawnshop with these steps, indeed invites a lot of dissatisfaction from the debtor, for example the replacement of 125% of gold objects is considered inappropriate. The execution of the guarantee is carried out for 4 months from the date of the due date of the auction is the execution of the wholesale auction guarantee or it can be taken by someone/mass shop.

So for the losses suffered by the debtor due to negligence Pegadaian (Persero) will still be responsible for the pawnshop (Persero), as long as the loss can be proven true, but the responsibility as stated in the pawn agreement, proof of credit (SBK).

2. IMPLEMENTATION AND IMPLEMENTATION OF PARTY AGREEMENTS AND EXECUTION OF WARRANTIES TO PROTECT DEBTOR PROTECTION

The purposes and objectives of the Company are to conduct business in the field of pawning and fiduciary, both conventionally and sharia, and other services in the financial sector in accordance with the provisions of laws and regulations, especially for

people with lower middle income, micro businesses, small businesses, and medium businesses, as well as optimizing the utilization of the Company's resources by applying the principle of a limited liability company.

To achieve the above aims and objectives, the Company's companies carry out main business activities in the form of:

- a. Loan disbursement based on pawn law including securities pawn
- b. Loan distribution based on fiduciary guarantee
- c. Distribution of deposit services, appraisal services, certification and trading of precious metals and precious stones.

To achieve the aims and objectives as referred to above, the Company (Persero) also carries out the main business in the form of:

1. Loan distribution based on pawn law, including securities pawn
 2. Loan distribution based on fiduciary guarantee
 3. Deposit services, appraisal services, certification and trading of precious metals, as well as precious stones.
- The most prominent effort carried out by the Company (Persero) is to distribute money (credit) based on the law of pawning, meaning that the pawned goods must be submitted by the pawnbroker to the pawnee. So

that the goods are under the authority of the pawnee. This principle is called with the principle of *inbezitteling*.

Table 3.1 Capital Lease Loans and Administration Fees per SBK

NO	Uang Pinjaman (per SBK)	Pembulatan	Sewa Modal Per 15 hari dan max.sewa modal	Biaya Admintrasi
	(Rp)	(Rp)		
A	20.000 s.d 150.000	500 kebawah	0,75% max 9%	Akn - 500 Ak - 500 AG - 500
B	151.000 s.d 500.000	1.000 kebawah	1,15% max 13%	BK – 2.000 BG – 3.500
C1	505.000 s.d 1.000.000	5.000 kebawah	1,625% max 13%	CK – 3.000 CG – 5.000
C2	1.010.000 s.d 20.000.000	10.000 kebawah	1,625% max 13 %	0,5 % x UP
D	20.100 s.d 50.000.000	50.000 kebawah	1% max 13%	0,5% x UP min 15.000 Bj Mobil min 50.000
D2	50.100.000 s.d 200.000.000	100.000 kebawah	1,625% max 13%	0,5% x UP Bj. Mobil min 50.000

Source: Pegadaian UPC Punggur

3. OBSTACLES / OBSTACLES AND SOLUTIONS TO THE IMPLEMENTATION OF LOAN AGREEMENTS AND EXECUTION OF GUARANTEE TO ACHIEVE DEBTOR PROTECTION

Every activity that will be planned and which will be carried out both now and in the future, of course, has obstacles and/or obstacles that will make an activity unable to run properly, and of course there are parties who feel disadvantaged as a result of these obstacles. obstacles that arise. In research on the implementation of pawn agreements and execution of guarantees to realize protection for debtors. so as to create legal certainty can be carried out properly. However, there are still many factors and/or obstacles in creating legal certainty, especially in pawn agreements and guarantee executions to realize protection for debtors.

Legal protection is to provide protection for human rights that have been harmed by others and this protection is given to the community so that they can enjoy all the rights granted by law or in other words legal protection is various legal remedies that must be provided by law enforcement officials to provide legal protection. a sense of security, both physically and mentally from disturbances and threats from any party.

Legal protection must be provided to customers in entering into a pawn agreement at PT. Pegadaian (Persero). The implementation of the pledge agreement, the decisive aspect is the signing of the agreement. The signing of this agreement seen from the legal aspect of the agreement shows the agreement of the parties. In essence, in the theoretical reference the essence of the will that is manifested in the form of signing the credit of the parties in the agreement is proof that both of them have agreed to carry out all the contents of the agreement with all the risks and consequences. The agreement is realized is known from the publication of written evidence, which at PT. Pegadaian (Persero) is called a Letter of Credit (SBK).

It is known that in general the agreement comes into force after an agreement is reached between the parties and the agreement is binding after both parties who agree have signed the agreement. The agreement is considered to have existed if there is evidence that the customer has agreed to the pawn agreement and has submitted the pawned goods to the pawnshop, and then the pawnshop pays fees in accordance with the agreement.

One of the provisions in the agreement is regarding the obligations of the party who pledged and received the pledge. Every engagement that is born out of an agreement contains rights and obligations that

must be carried out or fulfilled by the parties. Keeping (nakoming), means fulfilling the contents of the agreement, or in a broader sense "paying off" (betaling) the implementation of the agreement, which is to perfectly fulfill all the contents, the purpose of the provisions in accordance with the will that has been agreed by the parties. Both creditors and debtors have an obligation to fulfill achievements in carrying out an agreement. As with other agreements, the pledge agreement made between the customer and PT. Pegadaian (Persero) also applies as a law for those who make it, this is regulated in Article 1338 of the Civil Code, so it can be said that the parties are obliged to fulfill the agreed agreement along with the risks. So it can be said that if one of the parties, both creditors and debtors, does not fulfill the obligation to perform these achievements, then the party who does not fulfill the obligations to fulfill these achievements is said to be in default. This is in accordance with the provisions in Article 1234 of the Civil Code, namely in contract law, if a debtor does not fulfill the contents

The pawn agreement will end with the repayment of the loan money and interest on the loan by the customer. With the repayment of the loan money and interest, the customer has the right to receive the goods as collateral.

That based on article 1155 of the Civil Code, the holder of the pawn (creditor) has the right if the debtor does not fulfill his promise, to and without first asking permission from the owner of the pawned goods, to sell the goods without having to fulfill other formalities except to heed the custom. - local custom, he does not need to ask for an intermediary from a judge, does not need to use the services of a bailiff, does not require confiscation. The pawnbroker sells the pawned goods as if he himself is the owner of the goods. A pawnbroker is the only one who can execute without an executorial title.

It can be concluded that objects that can be pawned are movable objects with a few exceptions. With the exceptions mentioned above, these items cannot be accepted and must be rejected as objects of pledge as collateral. At Pegadaian Upc Punggur Batam only accept tangible movable goods, where movable pawn goods are intangible, PT. Pegadaian cannot accept it because PT. Pegadaian Pegadaian Upc Punggur Batam is not authorized, which is the authority to receive movable pawn goods that are not tangible only the authority of PT. Pegadaian Pusat.

In the event that the collateral is damaged from the control of the Pegadaian, then the user of the pawn service should claim the loss to the Pegadaian for what happened. The problem that may occur is when paying off debts to the Pawnshop related to pawned goods that are not in accordance with their original form. If the pawned goods are returned by the Pawnshop to the user of the pawn service in a damaged or lost condition, either partially or completely, then in general this will be followed by the provision of compensation by the Pawnshop to the user of the pawn service as stated in Article 25 of the Regulation of the Financial Services Authority Number 31/PJOK.05 /2016. This is because one of the parties (Pegadaian) does not carry out the obligations arising from the existence of this pawn agreement, which is in the form of returning or handing back the pawned goods to the user of the pawn service in its original form when the user of the pawn service has paid off the debt. Thus, it can be stated that the Pegadaian has committed an act that violates its obligations

Agreement or not doing the things promised, the debtor has defaulted with all the legal consequences. Reciprocal engagement always creates an active and passive side. The active side creates the right for creditors to demand fulfillment of achievements, while the passive side creates a burden on the debtor to carry out his achievements. In normal situations, achievements and counter-achievements will be exchanged, but under certain conditions the exchange of achievements does not work properly, resulting in an event called default.

There are 4 types of defaults committed by debtors in credit agreements with fiduciary guarantees, namely;

- a. Not doing what it was promised to do;
- b. Carry out what he promised, but not as promised;
- c. Did what was promised but was too late;
- d. Doing something that according to the agreement is not allowed to do.

In the credit agreement there are clauses that always and need to be included in a credit agreement where the clause is something that must be understood by the debtor as the credit recipient. In the credit agreement, the credit recipient is also not free to determine for himself the purpose of using the credit

In daily activities, money becomes a necessity to meet various kinds of transactions, pay to buy various necessities. for very important needs must be met in various ways such as borrowing from

various available sources of funds. And the problem is sometimes the needs you want to buy cannot be fulfilled with the money they have. If that's the case, then we can't help but cut back on buying various necessities that are considered unimportant.

The transaction option that is often used by people who face this problem is to pawn valuable items, in the socio-economic reality of the community it is often found that people have assets in the form of other than cash and at the same time, the person concerned is experiencing liquidity difficulties and requires funds. in cash

Obtaining a mortgage loan is very simple, the community only shows proof of their identity and movable property as collateral for the loan money to be obtained in a relatively short time (approximately 15 minutes). Likewise, to pay off the loan, the customer simply submits a certain amount of money and where the agreement is stated in the Proof of Credit (SBK) which contains the rights and obligations of both parties. Guaranteed goods submitted to PT. Pegadaian (Persero) is called a pawn with a short processing time.

Constraints faced The collateral goods are then stored by PT. Pegadaian (Persero) and well maintained. However, the collateral cannot be separated from the threat of certain risks, such as fire, theft, damage and so on. Against these risks, PT. Pegadaian (Persero) as the custodian of goods is obliged to be responsible to its customers. The function and guarantee is a guarantee for the continuity of a debt and credit relationship.

The provision of compensation for the loss or damage of collateral for the use of the pawn service is a form of the responsibility of the pawnshop company, but previously the pawnshop insured the collateral to the insurance company. This means that the Pawnshop has transferred or shared the risk with the insurance company concerned. Pawn service users do not need to pay insurance premiums as usual, the premium burden is borne by Pegadaian as an embodiment of the guarantee of the security of goods belonging to the pawn service user to Pegadaian as the holder of the pawn

Compensation for damaged collateral can be paid if the user of the pawn service has paid off the loan and capital lease first. However, if the loan and capital lease have not been repaid, the compensation will be paid at the replacement value minus the outstanding loan and business capital lease. The capital lease itself is calculated from the time the collateral is pledged until the date of settlement or until the receipt of compensation, with a maximum capital lease in accordance with applicable regulations.

The compensation committee is chaired by the branch manager and the two branch employees concerned are members. If deemed necessary, the branch manager may request assistance from the regional leadership as a member for the smooth implementation of compensation, such as a legal officer from the central regional office in the province where the Pegadaian branch is located.

Pegadaian UPC Punggur Batam provides compensation of 125% of the estimated price and the others will become the property of Perum Pegadaian. If the goods are damaged or lost only part of the pawned goods then compensation will be given based on the estimate at that time and the compensation is only for the lost or damaged goods. Based on the results of the research, Head of the Pawnshop branch upc punggur Batam, it is rare for goods that are pawned by customers to be damaged or lost at the time of redemption and it is rare for an appraiser to make an error in estimating the goods pledged as collateral. Appraisers in estimating an item are always careful, because this affects the determination of the amount of loan money. Appraisers always pay attention to market prices in estimating an item.

In the author's opinion, in terms of the obligation to bear losses, the replacement of collateral that is destroyed due to being stolen is different from the replacement of collateral that is destroyed due to fire. Because this happened outside the fault of both parties (overmacht). So the loss should be borne by both parties.

The formulation of the terms of the agreement regarding the determination of such interest rates can be felt to be close to the ideal standard agreement terms.

a. Because the terms of the agreement can be accepted based on propriety, so that the customer who wants it sometimes a priori pawn agreement can be considered to have given an agreement, meaning that the customer cannot avoid that he does not want an agreement made with conditions that he has judged to be burdensome. As is known based on the theory of belief.. If there is a discrepancy between the customer's statement and his will, then the terms and conditions of the agreement that are objectively reliable are applicable and accepted. With the formulation of conditions for determining interest rates and also replacing damaged or destroyed collateral as stated above, it can be said that Perum Pegadaian has made every effort to accept the terms of the agreement by the customer without any defects of will, which means fulfilling the demands for the principle of consensualism. The

pawnshop party is also considered not to have abused the principle of freedom of contract, namely by compiling the form and content of the agreement based on propriety.

b. The preparation of the terms of the agreement regarding the determination of the interest rate does not open up opportunities for the pawnshop to interpret the terms of interest rate arrangements that are too general, which in the implementation of the agreement can benefit the customer.

If the pawnbroker defaults, i.e. does not pay off, pays in installments or extends the credit until a predetermined grace period, then the pawnshop has the right to take payment of its own receivables by selling with its own power/executing the collateral. Referring to the provisions of the Operational Guidelines for the Pawnshop Branch Office, that if the pawnbroker breaks his promise (wanprestasi), then the pledged goods will be auctioned (executed) at a time determined by PT. Pegadaian (Persero).

Auction is a series of events, which is a process of selling goods carried out by a person or his proxies by giving people the opportunity to make bids until the end, which must first be passed by an auction announcement. Then the elements of the auction are as follows:

1. How to sell auction
2. Open to the public
3. Bidding is done on a competitive basis
4. Announcement of auctions and/or efforts to gather fans
5. The method of selling goods that meet the elements mentioned above must be carried out by and/or before the auction official

The type of auction is distinguished based on the reason the goods are sold and the seller in relation to the joint to be auctioned. The nature of the auction is viewed from the point of view because together with the auction, it is distinguished between an execution auction and a non-execution auction. Execution auction is an auction to carry out court decisions or documents equivalent to it in accordance with applicable laws and regulations. Non-execution auctions are auctions other than execution auctions which include mandatory non-execution auctions and voluntary non-execution auctions.

The nature of the auction is viewed from the point of view of the seller in relation to the joint to be auctioned, distinguishing between obligatory auctions, which according to legislation are obligatory through the auction office and voluntary auctions at the request of the public. Mandatory non-execution auctions are auctions to carry out the sale of State/regional property and State assets which are separated according to the applicable regulations. A voluntary non-execution auction is an auction to carry out the will of an individual or entity to sell his property.

Execution of pawned goods that have matured at PT. Pegadaian (Persero) UPC Punggur is carried out after the pawn is in default and the pawn item is not redeemed or extended until the specified time limit. However, the pawnshop will first provide notification by providing an auction statement to its customers that the goods that are pledged as collateral for the pledge will be due.

The obstacles faced by PT. Pegadaian (Persero) in carrying out the execution there are 2, namely:

a. External barriers are obstacles that arise from the pawnbroker

In general, the obstacle that arises from this pawnbroker is the lack of awareness of the customer about the due date and the date of the auction. In the loan or loan agreement at PT. Pegadaian (Persero) customers are given a Proof of Credit (SBK) which is held by the customer himself, and is used as evidence that he is the owner of the collateral.

However, sometimes this public awareness is also supported by the form of a mortgage loan agreement contained in the Letter of Credit (SBK) which is made with words that are not clear and difficult for customers to read, as well as the bad attitude of some employees of PT. Pegadaian (Persero), which sometimes does not provide explanations to customers about the due date and auction date listed in the SBK, if new customers usually still do not understand the rules contained in PT. Pegadaian (Persero).

This is also due to the fact that most of Pegadaian's customers are from the middle to lower economic class, with a low level of education, so that if they are not given an explanation it is difficult for them to understand and understand the processes and procedures that apply. Therefore, customers are often negligent and do not pay attention to collateral objects that have matured.

b. Internal barriers are obstacles that arise from the pawnbroker.

The internal barriers referred to here are obstacles originating from the creditor which in this case is PT. Pegadaian (Persero). Usually these obstacles arise in the form of administrative errors on the part

of the Pedagdaian. In providing services, establishing good communication between customers and the Pawnshop is the main keyword so that transactions can run well and smoothly. However, sometimes there is no communication between the customer and the Pawnshop.

One example is the complaint expressed by Vero, who has been a regular customer for PT. Pegadaian (Persero), which received a notification letter due a day after the date of execution. Whereas it should be in accordance with the regulations in the Branch Office Operational guidelines regarding execution notices/auctions, it is explained that the maturity notification is carried out no later than 15 days before the execution. In this case the customer feels disadvantaged, because he did not receive prior notification, suddenly the goods have been executed/auctioned.

F. CLOSING

1. CONCLUSION

Whereas the legal arrangements for the implementation of the pawn agreement and the execution of the guarantee are regulated in CHAPTER XX Pawning of the Civil Code Article 1150- Article 1160, Article 1320 of the Civil Code the conditions for the validity of an agreement, Law Number 8 of 1999 concerning Consumer Protection, PT. Pegadaian (Persero) as a business actor must be responsible if the debtor as a consumer feels aggrieved. Implementation of the pawn agreement at the pawnshop in accordance with the standard pawnshop

The implementation and execution of the guarantee is stated in the Proof of Credit (SBK) of PT. Pegadaian (Persero) to see the terms of the standard agreement. Requirements to get a credit facility at PT. Pegadaian (Persero) begins with the holding of a credit agreement between PT. Pegadaian (Persero) with the debtor, where the agreement is included in the Proof of Credit (SBK) which contains the rights and obligations of both parties. Guaranteed goods submitted to PT. Pegadaian (Persero) is called a pawn. Since the debtor (Pledger) handed over the collateral to PT. Pegadaian (Persero) then the power over the goods is transferred to PT. Pegadaian (Persero). The collateral is then stored by PT. Pegadaian (Persero) and well maintained.

Legal protection for debtors in executing their goods is already in the rules that the pawnshop has the right to directly auction off the collateral goods that have matured, because in essence the PT. Pegadaian (Persero) auctions collateral goods only to take their rights and the rest will also be returned to the customer. The auction solution can be done by reducing the auction price (execution). The pawnshop is responsible for indemnifying the loss of 125%, no one is harmed by the pawnshop receiving the pawn and the customer (debtor) giving the pawn,

2. SUGGESTIONS

1. It is necessary to consider a good standard procedure in the form of a notification mechanism to the debtor regarding the debtor's rights in the pawn agreement
2. It is necessary to make the contents of the agreement in larger printed letters so that consumer rights can be read clearly and widely known, because the current letters in the Proof of Credit (SBK) are too small, so that the debtor does not know their rights .
3. It needs to be done by deliberation and consensus if there is a dispute between the debtor and the creditor.

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