

Legal Certainty of the Transfer of Collection Rights (Cessie) in the Process of Postponement of Debt Payment Obligations (PKPU) and Bankruptcy Without Notification to the Debtor

Moh Yusuf Pradhana*, Dewi Iryani, Puguh Aji Hari Setiawan

Universitas Bung Karno, Indonesia

Email: mypradhana01269@gmail.com*, iryani.dewi@yahoo.co.id, ubkpuhaji@gmail.com

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ABSTRACT

The transfer of collection rights through the cessie mechanism is a common legal practice used in receivables transactions. However, in the context of the Suspension of Debt Payment Obligations (PKPU) and bankruptcy, the practice of cessie carried out without notice to the debtor still causes legal uncertainty, especially related to the protection of the rights of the parties. This study aims to analyze the legal arrangement of cessie without notification to the debtor based on applicable regulations and examine the form of legal protection for creditors in the PKPU and bankruptcy process. The research method used was normative juridical with a legislative approach and a conceptual approach. Research data was obtained through a literature study of relevant laws and regulations, legal doctrines, and court decisions. The results of the study show that the provisions of Article 613 of the Civil Code recognize the validity of cessie even without notification to the debtor, but sectoral regulations, especially Financial Services Authority Regulation Number 22 of 2023, require the debtor's notification or consent as a form of consumer protection. These differences in regulation give rise to legal dualism that has the potential to reduce legal certainty in PKPU and bankruptcy practices. This study concludes that regulatory harmonization is needed to ensure legal certainty and justice for creditors and debtors in the transfer of billing rights through cessie.

INTRODUCTION

In the dynamics of the global financial and trade system, the practice of transferring receivables through the assignment of receivables or cessie mechanism is a legal instrument that is commonly used to maintain liquidity, manage credit risk, and support the sustainability of business activities across sectors. In many jurisdictions, a cessie is seen as an efficient means of transferring collection rights from an old creditor to a new creditor without having to establish a new legal relationship with the debtor. However, in the global context, the main issue that continues to be debated is the extent to which the transfer of receivables must be accompanied by notification to the debtor in order to ensure legal certainty and protection of the rights of the parties. Countries with modern legal systems tend to place transparency and debtor protection as important principles in the transfer of billing rights, especially when such transfers occur in situations of insolvency, debt restructuring, or bankruptcy. This condition shows that legal certainty in cessie is not only a civil technical issue, but a fundamental issue in maintaining the stability of the global legal and economic system.

In the context of Indonesian law, the problem of cessie without notice to the debtor is influenced by several main factors. First, there is a normative arrangement sourced from Article 613 of the Civil Code which emphasizes that the transfer of receivables is valid since the deed

of cessie, while the notification to the debtor only affects its enforceability against the debtor, not the validity of the transfer (La Tenritata et al., 2022; Suherman, 2024). Second, the development of sectoral regulations, especially in the financial services sector, introduces the obligation to notify or approve debtors as a form of consumer protection, as reflected in the Financial Services Authority Regulation Number 22 of 2023 (Otoritas Jasa Keuangan, 2023). Third, business practices and bankruptcy show the pragmatic need of creditors to immediately transfer receivables without administrative obstacles, especially when the debtor is in default, PKPU, or bankruptcy (Astuti et al., 2024; Saragih et al., 2023). This difference in importance between transaction efficiency and legal protection is what triggers normative tensions in cessie practices in Indonesia (Yusvaldi et al., 2023; La Tenritata et al., 2022).

Previous research has extensively examined the issue of cessie in the context of bankruptcy and PKPU. Rahmania (2021) analyzed the legality of partial receivables transfer through cessie in PKPU cases, highlighting the procedural challenges faced by new creditors. Astuti, Sinaga, and Sudarto (2022) examined cessie as a means of creditor substitution in filing for bankruptcy and PKPU, finding that normative recognition does not always translate into procedural certainty. Sugitha and Sawitri (2025) studied legal protection for new creditors over partial receivables transfer under Indonesian bankruptcy law, concluding that regulatory gaps create vulnerability for assignees. Anhar (2024) analyzed the validity of cessie deeds used by cedents to petition for debtor bankruptcy, noting inconsistencies in judicial practice. Saragih et al. (2022) examined the position of cessie holders in PKPU petitions under Law No. 37 of 2004, identifying the lack of clear procedural standards as a major obstacle. Basri (2020) compared cessie schemes in conventional and sharia banking, while Farhansyah et al. (2024) specifically addressed the validity of cessie without debtor notification in sharia banking bankruptcy cases. Rahma and Lyanthi (2024) analyzed the legal validity of cessie deeds made without the debtor's knowledge, emphasizing the tension between legal certainty and transactional efficiency. Tarigan (2020) studied the transfer of receivables against debtors in the PKPU process, and Harjuna Pradnya Sugitha and Sawitri (2023) examined legal certainty of creditor positions after receivables transfer in Indonesian bankruptcy law.

Despite these valuable contributions, a research gap remains. Previous studies have generally focused on the formal validity of cessies or the position of new creditors in bankruptcy, but few have specifically examined the dualism of regulation between the Civil Code and sectoral regulations (such as POJK No. 22 of 2023) and its implications for legal certainty and justice in both PKPU and bankruptcy contexts. This study fills that gap by comprehensively analyzing unannounced cessie in relation to legal certainty, justice, and utility, offering a harmonized regulatory solution based on legal theory and judicial practice.

These factors have a significant impact on legal certainty in the PKPU and bankruptcy process. The dualism of regulation between the Civil Code and sectoral regulations has the potential to create uncertainty for new creditors (assignees) in collecting their rights, especially when there is a dispute in the commercial court. In practice, new creditors often face the risk of rejection of bills or limited rights in creditors' meetings due to the absence of formal notification to the debtor. On the other hand, the debtor can be in a vulnerable position because he is not aware of the change in the party who has the right to collect his debt, so it has the potential to cause further disputes. This condition also has an impact on the role of the curator in bankruptcy, who must ensure the validity of the receivables based on formal evidence and

legal certainty. If not properly managed, such ambiguity can reduce trust in the bankruptcy legal system and hinder the main purpose of bankruptcy itself, namely the settlement of debts fairly and regularly (Utrecht; Sudikno Mertokusumo).

The main variables in this study are the transfer of billing rights (*cessie*) without notice to the debtor as an independent variable and legal certainty in the PKPU process and bankruptcy as a dependent variable. *Cessie* is understood as a receivables transfer agreement that causes the transfer of all rights of the old creditor to the new creditor, including the right of guarantee attached to the receivable, such as the right of dependency or fiduciary. Legal certainty, as stated by Utrecht and Sudikno Mertokusumo, requires clear, consistent, and predictable rules to be applied by law enforcement officials. In the context of bankruptcy, legal certainty is also closely related to the sense of justice and utility of the law, as stated in the theory of legal objectives. Thus, the relationship between unannounced *cessie* and legal certainty is important to analyze, because it concerns the applicability of legal norms, the protection of the rights of the parties, and the legitimacy of commercial court decisions.

The novelty of this research lies in the focus of the analysis of *cessies* carried out without notice to the debtor in the context of PKPU and bankruptcy by placing legal certainty and justice as the main analysis knife. In contrast to previous research which generally focused on the formal validity of *cessies* or the position of new creditors in the bankruptcy process, this study specifically examines the dualism of regulation between the Civil Code and sectoral regulations and their implications for the legal protection of creditors and debtors. In addition, this study also links the practice of *cessie* to the principle of functional law as put forward by Margono, who emphasizes that the law must not only be normatively valid, but also relevant and socially beneficial. With this approach, this study offers a comprehensive perspective in assessing the legal position of *cessie* in Indonesia.

The urgency of this research is getting stronger considering the increasing number of PKPU and bankruptcy cases in Indonesia involving the transfer of receivables. Without clear legal certainty, potential disputes between creditors, debtors, and curators will continue to recur and hinder the effectiveness of bankruptcy settlements. In addition, legal uncertainty in *cessie* can have a negative impact on the investment climate and business actors' trust in the national legal system. Therefore, this research is important as an academic effort to provide an argumentative basis in encouraging regulatory harmonization and strengthening legal protection for all parties involved in the transfer of billing rights.

This study aims to analyze the legal arrangements for the transfer of billing rights through *cessie* without notice to the debtor based on the applicable regulations in Indonesia. In addition, this study also aims to examine the form of legal protection for creditors against *cessie* in the PKPU and bankruptcy process and assess the extent to which a positive legal system is able to provide legal certainty and a sense of justice for the parties. With this goal, this research is expected to provide a comprehensive juridical understanding of the legal position of *cessie* in bankruptcy practice. The benefits of this research are theoretically expected to enrich the treasures of civil law and bankruptcy law, especially related to the concept of legal certainty and justice in the transfer of billing rights. Practically, this research can be a reference for legal practitioners, curators, and business actors in understanding the legal implications of *cessie* without notice to the debtor. For policymakers, the results of this research are expected to be considered in formulating regulations that are more harmonious and responsive to the needs of

bankruptcy practices. Thus, this research contributes to strengthening the integrity of the bankruptcy legal system in Indonesia.

RESEARCH METHODS

This study used a normative juridical research method that focuses on the study of written legal norms that govern the transfer of billing rights (*cessie*) and their application in the process of Suspension of Debt Payment Obligations (PKPU) and bankruptcy. The approaches used in this study are the statute approach and the conceptual approach. The statutory approach is used to analyze the legal provisions contained in the Civil Code, the Bankruptcy and PKPU Law, as well as sectoral regulations related to consumer protection in the financial services sector. Meanwhile, a conceptual approach is used to examine legal concepts and principles related to legal certainty and justice as a theoretical basis in assessing the applicability of *cessie* arrangements without notice to the debtor.

This research was carried out through a literature study by tracing various relevant legal sources. The legal materials used consist of primary legal materials in the form of laws and regulations and decisions of the commercial court and the Supreme Court of the Republic of Indonesia (Supreme Court Decision of the Republic of Indonesia Number 011 PK/N/2005 and Decision of the Supreme Court of the Republic of Indonesia Number 586 PK/Pdt/2020), and secondary legal materials in the form of legal textbooks, scientific journals, and the results of previous research related to the transfer of receivables, PKPU, and bankruptcy. The object of the research is focused on the legal arrangement of *cessie* without notice to the debtor and its implications for legal certainty and legal protection for creditors in the PKPU and bankruptcy process.

The analysis of legal materials is carried out qualitatively through juridical reasoning using the theory of legal certainty and the theory of justice as the analysis knife. The legal norms that have been collected are systematically analyzed to assess the consistency of the regulation, the binding force of the norms, and the implications of the application of *cessie* in bankruptcy practice. The results of the analysis are used to formulate normative conclusions and recommendations as an effort to provide solutions to the problem of legal certainty in the transfer of billing rights through *cessie*.

RESULTS AND DISCUSSION

This research is a normative legal study that focuses on the study of positive legal norms that govern the transfer of billing rights (*cessie*) and its application in the process of Suspension of Debt Payment Obligations (PKPU) and bankruptcy. The main focus of the study was directed at the analysis of legal certainty against *cessies* carried out without notice to the debtor. The characteristics of this research are prescriptive-analytical, that is, not only describing the applicable legal arrangements, but also assessing the consistency and implications of its application in commercial justice practice. Using a legislative approach and a conceptual approach, this study positions legal norms as the main object of the study, with the aim of producing findings that are argumentative and solutive to the legal problems being studied.

Substantially, this study examines the interaction between general norms in the Civil Code and special norms in the Bankruptcy and PKPU Law as well as sectoral regulations in the financial services sector. This study also pays attention to the development of judicial

practice through the analysis of commercial court and Supreme Court decisions related to the transfer of receivables and the position of new creditors. Thus, the profile of this research study does not stand normatively alone, but also considers the reality of the application of law in the context of bankruptcy.

The main variables studied in this study are the transfer of the right to collect (*cessie*) without notice to the debtor as an independent variable and legal certainty in the PKPU process and bankruptcy as a dependent variable. *Cessie* is understood as a legal mechanism that transfers all rights of old creditors to new creditors based on agreements, as stipulated in Article 613 of the Civil Code. In practice, *cessies* are often carried out as part of a receivables management strategy, especially when creditors face the risk of default from debtors.

Legal certainty as a dependent variable is analyzed based on the concept put forward by Utrecht, Sudikno Mertokusumo, and Jan Michiel Otto, which emphasizes the clarity of norms, consistency of application, and guarantees of protection of rights for the parties. In the context of bankruptcy, legal certainty is a crucial aspect because it concerns the legitimacy of bills, the position of creditors, and the authority of the curator. The relationship between these two variables was analyzed to see the extent to which the transfer of receivables without notice was able to provide or reduce legal certainty in the PKPU and bankruptcy process.

The data in this study is sourced from primary and secondary legal materials that are relevant to *cessie* and bankruptcy issues. Primary legal materials include the Civil Code, Law Number 37 of 2004 concerning Bankruptcy and PKPU, and Financial Services Authority Regulation Number 22 of 2023. In addition, this research also uses a number of decisions of the commercial court and the Supreme Court related to the transfer of receivables and the position of new creditors in the bankruptcy process (Decision of the Supreme Court of the Republic of Indonesia Number 011 PK/N/2005 and Decision of the Supreme Court of the Republic of Indonesia Number 586 PK/Pdt/2020).

Secondary legal materials used include legal textbooks, scientific journals, and previous research that discusses *cessie*, legal certainty, and creditor protection. The amount of legal data analyzed reflects a diversity of normative and doctrinal sources, thus allowing researchers to triangulate norms and strengthen the validity of research findings.

The results of the study show that the *cessie* arrangement in Article 613 of the Civil Code places the notification to the debtor as a condition for the enforceability of the debtor, not as a valid condition for the transfer of receivables. Thus, normatively, the *cessie* remains valid even if it is made without notice to the debtor. This finding is in line with the civil law doctrine that places a *cessie* as an agreement between an old creditor and a new creditor.

However, the study also found that sectoral regulation, particularly in the financial services sector, introduces a different approach. POJK Number 22 of 2023 requires the debtor's notification or approval as part of consumer protection. This difference in approach shows the existence of regulatory dualism that has the potential to cause legal uncertainty, especially when *cessie* is carried out in the context of PKPU and bankruptcy.

In the context of PKPU, the results of the study show that *cessie* without notice to the debtor often raises problems related to the position of new creditors in creditors' meetings. Several court rulings show that new creditors still have to prove the validity of their transition formally in order to be recognized in the PKPU process. The absence of notice to the debtor

does not necessarily invalidate the cessie, but it may weaken the position of the new creditor in practice.

These findings suggest that although cessie is normatively valid, the procedural aspects of PKPU demand a higher level of prudence. This is in line with the principle of legal certainty which requires clarity on the legal status of the parties in each stage of the debt restructuring process.

The results of the study also show that in the bankruptcy process, creditors obtain legal protection through the mechanism of verification of receivables and recording of bills by the curator. Cessie without notice can still be recognized as long as it meets the formal elements and can be legally proven. However, the absence of specific standards regarding cessies outside the financial services sector poses risks for new creditors, especially related to proving rights and payment priorities.

Based on the theory of legal certainty by Utrecht and Sudikno Mertokusumo, the results of the study show that the dualism of cessie regulation has the potential to reduce legal certainty. Meanwhile, from the perspective of Aristotle's theory of justice, inconsistent arrangements can lead to an imbalance of treatment between old creditors, new creditors, and debtors. The functional legal approach as proposed by Margono shows that cessie recognition is still necessary as long as it does not interfere with the purpose of bankruptcy, namely the settlement of debts fairly and proportionately.

The illustration shows that cessie is part of a civil relationship that then interacts with public mechanisms in PKPU and bankruptcy. Ambiguity at one stage has the potential to lead to legal consequences at the next.

Overall, the results of this study show that cessie without notice to the debtor is still recognized normatively, but poses a serious challenge in the context of legal certainty and protection of the parties in PKPU and bankruptcy. The dualism of regulation between the Civil Code and sectoral regulation is the main finding that explains the source of legal uncertainty. These findings affirm the importance of harmonizing regulations and strengthening procedural standards in the transfer of billing rights.

Rationality and Urgency of Cessie Assessment Without Debtor Notification

This discussion began with an affirmation of the urgency of research on the transfer of billing rights (cessie) without notification to the debtor in the PKPU and bankruptcy process. Based on the results of the study, the main problem behind this study is the insynchronization of legal arrangements which has a direct impact on legal certainty for the parties. Article 613 of the Civil Code recognizes the validity of cessie since the deed of transfer was made, while the notification to the debtor only affects its enforceability relatively speaking. On the other hand, sectoral regulations in the financial services sector place debtor notifications as an important requirement for consumer protection. This normative tension becomes even more problematic when cessie is applied in PKPU and bankruptcy situations, which are essentially public legal mechanisms for collective and fair debt settlement. Therefore, this research is relevant and urgent because it departs from the real needs of legal practice, not just a conceptual debate.

Causes of Legal Uncertainty in Cessie Practice

The results of the study show that the main cause of legal uncertainty lies in the dualism of norms between general civil law and specific regulations. The Civil Code, as a classic legal product, is designed to regulate individual civil relationships and provide high flexibility in the transfer of receivables. On the contrary, the Bankruptcy and PKPU Law and POJK 22/2023 come with an orientation to protect the interests of the public and consumers. The absence of harmonious norms that explicitly regulate cessie outside the financial services sector has led to a wide space of interpretation for law enforcement officials. In practice, this gives rise to different treatment of new creditors, especially in terms of bill recognition and participation in creditor meetings. This condition shows that legal uncertainty is not caused by the absence of norms, but by the disintegration of the existing regulatory system.

Cessie and the Principle of Legal Certainty in PKPU

In the context of PKPU, the discussion of the results of the research confirms that cessie without notification of the debtor still has a basis for normative validity. However, the validity is often retested in the creditor meeting forum and the receivables verification process. The principle of legal certainty as stated by Utrecht and Sudikno Mertokusumo requires clarity on the legal status of creditors so that each party can predict their rights and obligations rationally. When a cessie is made without notice, debtors and even curators can have difficulty in ascertaining the legitimacy of new creditors. This has an impact on the effectiveness of the PKPU process which should be a means of fast and definite debt restructuring. Thus, this discussion emphasizes that the main issue is not the validity or not of the cessie, but the procedural implications of the legal certainty in PKPU.

Legal Protection of Creditors in Bankruptcy

The results of the study show that in bankruptcy, the mechanism for verification of receivables by the curator is the main instrument of legal protection for creditors. Cessie without notice of the debtor can still be recognized as long as it meets the formal elements and can be proven juridically. However, this discussion shows that the absence of a clear notification standard increases the risk of disputes and rejections of bills. In the perspective of Jan Michiel Otto's theory of legal certainty, effective law must not only be normatively clear, but can also be applied consistently by authoritative institutions. When the standard for the application of cessie varies between cases, legal certainty becomes relative and contextual, thus weakening the bankruptcy function as an instrument for fair debt settlement.

Analysis of Fairness in the Transfer of Billing Rights

The next discussion relates the results of the research to Aristotle's theory of justice which distinguishes distributive justice and corrective justice. In the transfer of collection rights, distributive justice is reflected in the proportionate division of rights and obligations of the parties, while corrective justice is related to the restoration of creditors' rights to their receivables. The asynchrony of the cessie arrangement has the potential to create an imbalance in treatment between the old creditors, the new creditors, and the debtor. In some cases, new creditors who have legally acquired rights are in a vulnerable position due to administrative

problems. This condition suggests that substantive justice has not been fully achieved, even though it is normatively recognized as legitimate.

Functional Legal Approach as a Bridge to Solutions

The results of the study attributed to Margono's view show that the recognition of cessie without notice should not interfere with the main purpose of bankruptcy. As long as the curator continues to exercise his authority and the bankruptcy estate is managed transparently, the cessie can function as an efficient legal instrument. This discussion emphasizes that the law must not stop at formalism, but must be able to answer practical needs without sacrificing legal protection. Therefore, the functional legal approach is an important bridge between legal certainty and utility, especially in the context of bankruptcy which is full of economic and social interests.

Normative Solutions to the Dualism of Cessie Settings

Based on the results and analysis above, this discussion identifies a normative solution in the form of regulatory harmonization. Harmonization can be carried out through the affirmation of debtor notification standards in cessie, both in the financial services and non-financial services sectors. The standard does not have to make notification a legal condition for cessie, but as a procedural obligation to ensure transparency and protection of the parties. Thus, the solutions offered are moderate and proportionate, not negating the flexibility of civil law, but strengthening legal certainty in PKPU and bankruptcy practices.

Implementable Impact If Solutions Are Implemented

If a regulatory harmonization solution is implemented, the positive impact produced is quite significant. First, legal certainty for new creditors increases due to the existence of clear procedural standards. Second, debtors obtain protection through transparency in the transfer of receivables. Third, curators and commercial courts have more consistent guidelines in assessing the validity and enforceability of cessies. The long-term impact is the increasing confidence of business actors and investors in the bankruptcy legal system in Indonesia, which ultimately supports national economic stability.

Comparison with Previous Research and Novelty Position

When compared to previous research that has been included in the background, this discussion shows a significant difference in focus. Previous research generally focused on the validity aspect of the cessie or the position of the new creditor in part. Meanwhile, this study comprehensively links unannounced cessie with legal certainty, justice, and usefulness in the context of PKPU and bankruptcy. The novelty of this research lies in the analysis of the dualism of norms and the offer of harmonized solutions based on legal theory and judicial practice, so as to make a broader conceptual and practical contribution than previous research.

Discussion Synthesis

Overall, this discussion emphasizes that the problem of cessie without the debtor's notification is not a legal or invalid issue alone, but a matter of legal certainty and justice in the bankruptcy system. The main cause of the problem lies in regulatory insynchrony, while the solution offered is regulatory harmonization and functional legal approaches. Thus, this research not only answers academic urgency, but also offers a real contribution to the reform of bankruptcy law in Indonesia.

CONCLUSION

This study aims to analyze the legal arrangement of the transfer of collection rights (cessie) without notice to the debtor and its implications for legal certainty and protection of the parties in the process of Suspension of Debt Payment Obligations (PKPU) and bankruptcy. Based on the normative study conducted, this study found that Indonesia's positive legal system still displays a regulatory insynchronization between general civil law and sectoral regulations, which directly affects the consistency of the application of cessie in bankruptcy practices. The validity of cessies is normatively recognized, but its application in PKPU and bankruptcy mechanisms often presents procedural uncertainties for new creditors and debtors. The main findings of the study show that the problem of legal certainty does not lie in the substance of the transfer of the right to collect, but in the absence of uniform procedural standards related to the notification of debtors. This condition has an impact on the legal protection of the parties and the effectiveness of the bankruptcy function as an instrument for settling debts in a fair and orderly manner. Thus, this study emphasizes the importance of a regulatory harmonization approach that does not eliminate the flexibility of civil law, but still ensures transparency, legal certainty, and fairness in the practice of receivables transfer. The contribution of this research lies in strengthening the conceptual analysis of the relationship between cessie, legal certainty, and justice in the context of PKPU and bankruptcy, as well as in the offer of normative solutions that are moderate and applicative. This research also places cessie as an integral part of the bankruptcy system, not just individual civil relationships. The limitation of this research is that its focus is normative, so it has not empirically studied the dynamics of practice in the field. Therefore, further research is recommended to combine normative and empirical approaches to obtain a more comprehensive picture of the implementation of cessie in bankruptcy practices in Indonesia.

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