



Strengthening the Authority of Class II Auction Officers in Non-Performing Loan Settlement Through Voluntary Non-Executory Auction Mechanisms of Debt Rights (CESSIE)

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Abstract

This research examines the strengthening of the authority of Notaries as Class II Auction Officers in settling Non-Performing Loans (NPL) through voluntary non-executory auction mechanisms of debt rights (*cessie*). The increase in NPLs within the banking sector necessitates effective settlement alternatives, such as transferring debt rights via auction. This study aims to analyze the essence of voluntary non-executory auctions and the reinforcement of the Notary's role as a Class II Auction Officer. This normative legal research employs both statutory and conceptual approaches.

The results indicate that the essence of voluntary non-executory auctions for *cessie* is the transformation of debt transfers from the private sphere into transactions with a public dimension. This process concludes with the issuance of an Auction Minute (*Risalah Lelang*) as an authentic deed, providing legal protection for creditors (*cedent*) to expedite liquidity recovery efficiently and accountably. Furthermore, strengthening the Notary's authority is a juridical and practical necessity to ensure legal certainty. Therefore, regulatory harmonization is required, specifically by revising or clarifying Article 15, Paragraph (2), Point g of the Notary Position Act to ensure synchronization with auction regulations.

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1. Introduction

The banking sector holds a strategic role in supporting national economic growth through the distribution of credit to the public^[1]. Banks serve financing needs and facilitate systemic mechanisms for all economic sectors^[2]. In Indonesia, the banking sector and other financial institutions face significant challenges regarding the increase in non-performing loans (NPLs), which can disrupt financial stability and hinder economic growth. NPLs represent problematic receivables that creditors cannot recover from debtors. This situation necessitates effective and efficient settlement mechanisms that provide legal certainty for all parties involved.

The settlement of problematic loans does not always culminate in the sale of collateral assets. In line with current developments, several methods can be employed to resolve bad debt issues, one of which is the transfer of receivables through *cessie*. *Cessie* is the transfer of receivables from the original creditor to a third party who becomes the new creditor; however, the legal debtor-creditor relationship is not extinguished for a single second but is transferred in its entirety to the new creditor.

¹ Gatot Supramono, *Banking and Credit Issues*, rev. ed. (Jakarta: Rineka Cipta, 2013), p. 142.

² Muhammad Djumhana, *Banking Law in Indonesia*, (Bandung: Citra Aditya Bakti, 2012), p. 97.

One alternative for settling non-performing loans that has evolved in practice is the transfer of debt rights via *cessie*. *Cessie* is a legal act of transferring registered receivables from an old creditor to a new creditor without terminating the underlying legal relationship between the creditor and the debtor. Provisions regarding *cessie* are found in Article 613 of the Civil Code, which requires a deed of transfer and notification to or approval from the debtor for the *cessie* to have legal consequences toward the debtor. A potential alternative is the transfer of debt rights (*cessie*) through an auction mechanism. A *cessie* auction allows a creditor to transfer their debt rights to a third party, who then becomes the new creditor (*cessionaris*), without dissolving the principal legal relationship with the debtor (*cessus*).

In Indonesian auction law, specific officials are authorized to conduct auctions, namely Auction Officers. Auction Officers consist of two classes: Class I Auction Officers, who are civil servants within the Directorate General of State Assets (DJKN), and Class II Auction Officers, who are private officials. Notaries hold a unique position in this system, as they can be appointed and granted authority as Class II Auction Officers^[3] The role of the Notary as a Class II Auction Officer has become a primary focus, particularly with the enactment of Minister of Finance Regulation Number 122 of 2023 concerning Auction Implementation Guidelines, which revoked and replaced PMK Number 213 of 2020.

Article 1, point 1 of the Notary Position Act states that a Notary is a public official authorized to produce authentic deeds and possesses other authorities as stipulated in this Act or based on other laws^[4] Notaries play a crucial role in the *cessie* process as the drafters of authentic deeds. The process of transferring debt rights must be documented in a *cessie* deed executed before a notary. Furthermore, the Notary Position Act mandates that a notary may be appointed as a Class II Auction Officer. In this capacity, a notary is authorized to conduct voluntary non-executory auctions upon the request of the seller (the holder of the debt rights) and to produce the Auction Minute deed. Thus, a notary not only legitimizes the *cessie* but can also directly execute the voluntary non-executory auction of debt rights according to their authority.

In practice, inaccurate perceptions often arise regarding the authority of Notaries as Class II Auction Officers. Based on prevailing laws and regulations, including PMK Number 122 of 2023, the authority of a Class II Auction Officer is explicitly and limitedly confined to the execution of Voluntary Non-Executory Auctions. This misunderstanding indicates a gap between practice, assumptions, and the actual legal framework. Therefore, strengthening the authority of notaries as Class II Auction Officers in conducting voluntary non-executory auctions of debt rights becomes highly relevant. This reinforcement will not only expand the notary's role in supporting efficient and equitable debt settlement but

also strengthen the notary function as a pillar of legal certainty in national economic activities.

Based on the background described above, the author has formulated several problem statements that serve as the core discussion of this paper, as follows:

1. What is the essence of voluntary non-executory auctions of debt rights (*cessie*) within the context of non-performing loan settlement?
2. How can the existence, role, and authority of Notaries as Class II Auction Officers be strengthened in the execution of voluntary non-executory auctions of debt rights (*cessie*)?

2. Research Method

This research is essential for providing an in-depth analysis of how voluntary non-executory auction mechanisms for debt rights can be effectively implemented by notaries. It further explores the legal basis and the extent of a notary's authority within this context, as well as how strengthening such authority can serve as a faster, more efficient, and high-integrity alternative solution for settling non-performing loans (NPLs) in Indonesia.

The author employs a normative legal research method, utilizing document study as the primary approach. This method relies on legal sources such as statutory regulations, court decisions, contracts/agreements, legal theories, and scholarly opinions. Normative legal research is also commonly referred to as doctrinal research, document study, or library research^[5]

To examine the issues in this study, the following approaches are utilized^[6].

1. **Statutory Approach (*Statute Approach*):** An approach that prioritizes legal materials in the form of statutory regulations as the fundamental reference. This involves reviewing all laws and regulations relevant to the research topic.
2. **Conceptual Approach (*Conceptual Approach*):** This approach stems from evolving views and doctrines within legal science. By studying these doctrines, the researcher identifies the ideas that give rise to legal definitions, concepts, and relevant principles. This understanding serves as the foundation for the researcher to build legal arguments in resolving the issues at hand^[7].

The technique for collecting legal materials in this normative study is conducted through documentary and library studies of primary, secondary, and tertiary legal materials, as well as non-legal materials^[8]. All materials are obtained through a normative framework. The analysis used in this research is descriptive-qualitative, involving the interpretation of processed legal materials to conclude deductively—moving from general principles to specific conclusions regarding the concrete legal problems being addressed^[9].

³ DJKN Ministry of Finance, *Auction Assistance by Class I Auction Officers*, 2024 (accessed October 12, 2025).

⁴ Indonesia, *Law Number 2 of 2014 concerning the Amendment to Law Number 30 of 2004 concerning Notary Position*.

⁵ Bambang Sunggono, *Legal Research Methodology (Metodologi Penelitian Hukum)*, Raja Grafindo Persada, Jakarta, 2007, pp. 27-28.

⁶ Salim H.S. & Erlies Septiana Nurbani, *Application of Legal Theory in Thesis and Dissertation Research (Penerapan Teori Hukum Pada Penelitian*

Tesis dan Disertasi), Second Book, Raja Grafindo Persada, Jakarta, 2017, pp. 17-18.

⁷ Amiruddin & Zainal Asikin, *Introduction to Legal Research Methods (Pengantar Metode Penelitian Hukum)*, Rajawali Pers, Depok, 2018, p. 167.

⁸ Muhaimin, *Legal Research Methods (Metode Penelitian Hukum)*, Mataram University Press, Mataram, 2020, p. 65.

⁹ [5] Muhaimin, *Ibid.*, p. 76.

3. Discussion

3.1. The Essence of Voluntary Non-Executory Auctions of Debt Rights (*Cessie*) in the Context of Non-Performing Loan Settlement

3.1.1. Essence and Purpose of Voluntary Non-Executory Auctions of Debt Rights (*Cessie*)

The essence of the voluntary non-executory auction of debt rights (*cessie*) lies in its function as a legal instrument to establish legal certainty in settling non-performing loans (NPLs). Through an auction, the transfer of debt rights is conducted officially and documented in an Auction Minute (*Risalah Lelang*), which possesses the evidentiary strength of an authentic deed^[10]. This provides stronger legal protection for the buyer of the debt rights compared to a private transfer of receivables.

Juridically, a voluntary non-executory auction of debt rights is a specialized form of transferring registered receivables. Its essence lies in a civil event where a creditor (*Cedent*) transfers their debt rights to a third party (*Cessionaris*) through a public intermediary (The State Assets and Auction Service Office/KPKNL or a Class II Auction Officer)^[11]. Unlike the sale of tangible assets, the object of this auction is an intangible good in the form of debt rights arising from a contractual relationship. The validity of this auction heavily depends on the existence of source documents (such as Credit Agreements or Promissory Notes) that prove a valid debtor-creditor relationship.

The auction mechanism adds a "public" dimension to the *cessie* civil transaction, which is typically private. This creates higher transparency compared to private sales (*di bawah tangan*) due to the auction announcement that invites broad public participation^[12]. Furthermore, the economic essence of the voluntary non-executory auction is reflected in its ability to accelerate the creditor's asset recovery. Creditors are no longer burdened by long and risky collection processes; instead, they can immediately convert problematic receivables into liquid funds. In the context of financial institution stability, this mechanism plays a vital role in maintaining a healthy balance sheet.

From the debtor's perspective, although this auction is non-executory, its essence upholds the principles of justice and transparency. The debtor's obligations do not increase; only the subject of the creditor changes. With an open auction mechanism, the potential for abuse of authority and unfair collection practices can be minimized.

The primary goal of a voluntary non-executory auction of debt rights (*cessie*) is to provide an effective and efficient alternative for NPL settlement based on legal certainty^[13].

The specific objectives include:

- **Optimizing recovery value:** Debt rights can be transferred to parties with more effective collection strategies.
- **Creating transparency and accountability:** Ensuring openness regarding price, procedures, and the identity of the winner.

- **Providing legal certainty:** Strengthening the legal standing of the new creditor through an authentic deed.
- **Supporting system efficiency:** Reducing the burden of civil litigation in courts and accelerating asset turnover.

3.1.2. Implementation of the Voluntary Non-Executory Auction Mechanism

The auction process consists of several stages:

1. Pre-Auction Phase:

- **Auction Application:** The seller submits a written request to the Auction Organizer (KPKNL or Class II Auction Officer) along with required documents, as per Article 32 of PMK No. 122/2023^[14].
- **Auction Determination:** Once documents are verified, the Auction Officer sets the schedule and sends an official notification to the seller^[15].
- **Auction Announcement:** Mandatory publication in Indonesian to ensure transparency and public participation [PMK 122/2023, Art. 62].
- **Auction Guarantee:** Participants must deposit a guarantee (security deposit) as a prerequisite for bidding [Art. 52].
- **Cancellation:** An auction may only be cancelled by the Auction Officer prior to execution [Art. 44].

2. Auction Execution Phase:

Participants follow the procedures stated in the announcement. Bidding can be conducted through three flexible methods as per Article 72 of PMK 122/2023. The process results in either a declared Winner or a No-Bid status (*TAP*). In both cases, the Auction Officer must draft an Auction Minute (*Risalah Lelang*).

3. Post-Auction Phase:

The Winner must settle the auction price and fees within five working days^[9]. After settlement, the Auction Officer hands over ownership documents to the Winner. The process concludes with the issuance of the Auction Minute Excerpt (*Kutipan Risalah Lelang*) as a deed of sale and purchase.

3.1.3. Voluntary Non-Executory Auction of Debt Rights (*Cessie*)

In banking practice, failure to collect debt combined with inadequate collateral liquidation value results in real losses. Banks use *Cessie* auctions as a preventive risk-mitigation strategy to quickly recover liquidity and transfer the default risk entirely to the new creditor.

The objects of a *Cessie* auction include registered receivables (with or without collateral) and other intangible assets (brands, patents, etc.)^[16]. The workflow begins with a notice from the *Cedent* to the *Cessus*, followed by an application to the Auction Organizer. Once the highest bidder is determined as the *Cessionaris* and payment is settled, the transfer of debt rights is officially completed^[17].

¹⁰ M. Yahya Harahap, *Civil Procedural Law (Hukum Acara Perdata)*, Jakarta, Sinar Grafika, 2016, p. 843.

¹¹ Rachmad Setiawan & J. Satrio, *Legal Explanation of Cessie (Penjelasan Hukum tentang Cessie)*, Jakarta, NLRP, 2010, p. 15.

¹² Purnama Tioria Sianturi, *Legal Protection for Auction Buyers*, Bandung, Mandar Maju, 2013, p. 42.

¹³ Siti Sundari Rangkuti, *Auction Law*, Yogyakarta, FH UII Press, 2018, p. 64.

¹⁴ Indonesia, *Minister of Finance Regulation No. 122 of 2023*, Article 32.

¹⁵ Abdul Hadi, *Regulation Reconstruction of Cessie via Auction Based on Justice Values*, Doctoral Dissertation, UNISSULA, 2023.

¹⁶ DJKN, *Transfer of Debt Rights via Cessie*, Official Article, 2025.

¹⁷ DJKN, *Analyzing the Polemics of Debt Right Auctions*, Official Article, 2026.

3.1.4. Non-Performing Loans as the Basis for the Transfer of Debt Rights (*Cessie*)

The definition of credit is stipulated in Article 1, point 11 of Law Number 10 of 1998 concerning the Amendment to Law Number 7 of 1992 concerning Banking:

"Credit is the provision of money or equivalent claims, based on an agreement or loan arrangement between a bank and another party, which requires the borrower to repay the debt after a certain period with interest."

Credit is the provision of funds by a bank to be lent to customers, with the bank earning profit through interest^[18]. In practice, there are consistently instances where customers are unable to repay their loans, resulting in a failure to settle their debts in full.

According to the Financial Services Authority (OJK) Regulation Number 40/POJK.03/2019 concerning Asset Quality Assessment for Commercial Banks, credit quality is classified into five categories:^[19]

1. **Collectibility 1 (Current):** Debtors pay principal and interest on time without arrears. This status falls under Performing Loans (PL).
2. **Collectibility 2 (Special Mention):** Delays in payment ranging from 1 to 90 days. While arrears exist, the debtor is still deemed capable of settling the obligation. This is also classified as Performing Loan (PL).
3. **Collectibility 3 (Substandard):** Arrears between 91 and 120 days. At this stage, the bank typically issues the first Warning Letter (SP 1). This enters the Non-Performing Loan (NPL) category.
4. **Collectibility 4 (Doubtful):** Delays between 121 and 180 days. The bank issues further warning letters and begins legal preparations for collateral auctions under Law Number 4 of 1996 concerning Mortgage Rights. This is categorized as NPL.
5. **Collectibility 5 (Loss):** Arrears exceeding 180 days. The loan is declared permanently defaulted, and the bank must take rescue measures by auctioning collateral to cover potential losses. This represents the highest risk in the bank's portfolio (NPL)^[20].

Non-performing loans represent a major risk to bank income, caused by three main factors:

- **Debtor Internal Factors:** Bad faith, business decline, or misappropriation of funds.
- **Bank Internal Factors:** Misuse of authority by bank officers and lack of effective supervision.
- **External Factors:** *Force Majeure* (natural disasters) or macro-economic changes (crises/inflation).

The transfer of receivables through *cessie* is a common practice in banking to address these risks. Banks may choose to sell their credit receivables to third parties for several strategic reasons:^[21]

- **Strengthening Capital Adequacy Ratio (CAR):** High-risk loans burden the balance sheet. By selling these

receivables, the bank removes risky assets and improves its capital ratio^[22].

- **Optimizing Profitability (Return on Assets):** NPLs are non-productive assets. *Cessie* allows the bank to replace "barren" assets with fresh liquidity to improve ROA.
- **Compliance with Legal Lending Limits (BMPK):** Banks are regulated not to over-lend to a single debtor. Selling old receivables creates "space" for the bank to provide new, more profitable loans without violating regulations.
- **Liquidity Management:** To obtain immediate cash and reduce the loan portfolio burden, banks sell receivables to increase fresh fund availability^[23].

If a loan becomes problematic but shows potential for recovery, banks apply the "3R" rescue method:^[24]

1. **Rescheduling:** Extending the repayment period to reduce the monthly installment burden.
2. **Reconditioning:** Modifying credit terms, such as interest capitalization, interest deferral, or interest rate reduction.
3. **Restructuring:** Corporate actions such as increasing credit limits or requiring additional equity from the owner.
4. **Combination:** Applying a mix of the above measures.

The failure of rescue programs forces the bank to settle through two conditions:

- **Voluntary Auction:** A voluntary sale by the customer, which usually fetches a higher price than forced liquidation.
- **Forced Liquidation:** Action taken when the legal and collateral positions are strong, but the debtor shows bad faith or the business has no prospects.

3.2. Strengthening the Role and Authority of Notaries as Class II Auction Officers in Voluntary Non-Executory Auctions of Debt Rights (*Cessie*)

3.2.1. The Urgency of Strengthening the Existence, Role, and Authority of Notaries as Class II Auction Officers

Strengthening the role of Notaries as Class II Auction Officers in voluntary non-executory auctions is an urgent necessity to guarantee legal certainty, effectiveness in NPL settlement, and legal protection for all parties. Voluntary non-executory auctions of debt rights (*cessie*) are intended as alternative mechanisms to avoid lengthy and costly litigation. However, their effectiveness depends on the clarity of the presiding officer's authority and the formal quality of the underlying legal documents. In this context, the Notary, as a public official granted additional authority as a Class II Auction Officer, holds a strategic role as a guardian of legal certainty.

Under Article 613 of the Civil Code, *cessie* requires a written deed and notification to the debtor. In practice, disputes often arise not from the substance of the debt, but from formal defects such as lack of notification or weak documentation^[25]. If these weaknesses persist into the auction process, the

¹⁸ Indonesia, Article 12 (3), OJK Regulation No. 40/POJK.03/2019. DJKN Ministry of Finance, *Understanding Banking Credit Collectibility*, 2025.

¹⁹ Yakobus Felndity, *Legal Basis of Cessie and Its Explanation*, 2026.

²⁰ Yakobus Felndity, *Ibid*.

²¹ Novita Sari, *Legal Protection of Bank Customers in NPL Settlement via Cessie*, PDB Law Firm Working Paper, 2024.

²² Indonesian Bankers Association (IBI), *Banking Credit Business*, Jakarta: Gramedia, 2018, pp. 96-98.

²³ Pohan & Rokan, *Analysis of Non-Performing Loan Issues*, ALEXANDRIA Journal, 2022.

²⁴ Pohan & Rokan, *Ibid*.

²⁵ Suherman & Windaningtyas, *Legal Consequences of Cessie Without Notification*, UNES Law Review, 2024.

results are vulnerable to court annulment. Therefore, the Notary's competence in legal drafting and the authority to produce authentic deeds are vital to ensuring that both the transfer of rights and the Auction Minute meet stringent evidentiary standards.

Furthermore, voluntary auctions serve as instruments to accelerate asset recovery. However, this is only achievable if the auction results are legally robust and resistant to lawsuits^[26]. Based on modern legal effectiveness theory, the success of a norm is heavily influenced by the professionalism of the executing apparatus and the clarity of operational procedures^[27]. As argued by *Soerjono Soekanto*, legal enforcement is determined by the legal officials and supporting facilities. If the Notary's competence and legitimacy are not strengthened, even the best auction regulations will lose their practical utility^[28].

3.2.2. Forms of Strengthening the Notary's Role and Authority as a Class II Auction Officer Normative Regulatory Approach

In the Indonesian legal system, the Notary's role as a Class II Auction Officer finds its normative basis through the interaction between Law No. 2 of 2014 (the Notary Position Act) and Minister of Finance Regulation (PMK) No. 122 of 2023.

Normatively, Article 15, Paragraph (2) point (g) of the Notary Position Act empowers Notaries to produce Auction Minutes. However, this authority is only valid if the Notary has been officially appointed by the Minister of Finance as a Class II Auction Officer. This indicates a "dual authority"; the power to draft Auction Minutes is not an inherent function of the notary profession but a specialized authority arising after fulfilling administrative requirements and certification^[29].

Therefore, the legitimacy of a Notary's actions in an auction is cumulative: legally valid under notarial law and administratively valid under auction law. Strengthening this role ensures that the Auction Minute possesses perfect evidentiary strength as an authentic deed^[30]. To prevent normative ambiguity, there is a need for explicit harmonization between the general authority in the Notary Position Act and the technical limitations in PMK No. 122/2023.

4. Policy Approach

Strengthening must also be carried out through a policy framework that ensures professional and transparent implementation. Comprehensive technical rules are required to resolve the ambiguity in Article 15 of the Notary Position Act^[31]. While PMK No. 122/2023 empowers Class II Auction Officers, there is a need for clearer policies regarding the structure of responsibility.

Harmonization could take the form of:

- **Legislative Revision:** Amending or adding an explanation to the Notary Position Act regarding the specific role of the Notary in auctions.
- **Integrated Technical Guidelines:** Collaborative guidelines between the Ministry of Finance and Notary

professional associations regarding education, competency certification, and oversight mechanisms.

Such efforts will not only strengthen the legal legitimacy of the Auction Minute but also increase public trust in voluntary non-executory auctions as a vital contribution to the national economic legal system.

5. Conclusion

5.1. The Essence of Voluntary Non-Executory Auctions of Debt Rights (*Cessie*):

The essence of this mechanism lies in the transformation of debt transfers from a purely private sphere into a transaction with a public dimension. This process provides higher legal certainty through the issuance of an Auction Minute (*Risalah Lelang*) as an authentic deed. Economically, this mechanism serves as an instrument to accelerate liquidity recovery for creditors (banks) in managing Non-Performing Loans (NPL) in a transparent, accountable, and efficient manner, allowing the default risk to be fully transferred to the new creditor (*cessionaris*).

5.2. Strengthening the Role and Authority of Notaries:

Strengthening the role of Notaries as Class II Auction Officers is an urgent juridical and practical necessity. Juridically, Notaries possess expertise in legal drafting and the authority to produce authentic deeds, ensuring the validity of the *cessie* process. However, there is currently a duality of authority that requires regulatory harmonization. Strengthening should be achieved through revisions or additional clarifications to Article 15, Paragraph (2), Point g of the Notary Position Act to align with Minister of Finance Regulation Number 122 of 2023. This aims to eliminate normative ambiguity, enhance professionalism through competency certification, and reinforce the integrity of the auction process as a pillar of national economic stability.

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²⁶ Yati Nurhayati, *Effectiveness of Law Enforcement in Perspective of Theory and Practice*, Jurnal Hukum Samudra Keadilan, 2016.

²⁷ Soerjono Soekanto, *Factors Affecting Law Enforcement*, Jakarta: Rajawali Pers, 2014, pp. 8–10.

²⁸ Yasa & Priyanto, *Authority of Notaries Holding Concurrent Positions as Class II Auction Officers*, Acta Comitatus, 2024.

²⁹ Salihah et al., *Authority of Notaries as Class II Auction Officers in Auction Settlement in Indonesia*, IJEST, 2025.

³⁰ Indonesia, *Minister of Finance Regulation No. 122 of 2023*, Article 1 point 34.

³¹ Indonesia, *Law No. 2 of 2014 concerning Notary Position*, Article 15 Paragraph (2) point g.

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