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## Legal Protection for Auction Winners Whose Items Are Still Held by The Debtor According to Law Number 4 of 2004 on Auctions

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**Abstract:** This research discusses the legal protection for auction winners whose items are still held by the debtor, analyzed based on Law Number 4 of 2004 on Auctions. An auction is one way to enforce creditors' rights against debtors who cannot fulfill their obligations. In this study, the author examines the provisions in Law Number 4 of 2004, and the applicable legal practices to provide an overview of the legal steps auction winners can take to obtain the items they have won. The research findings indicate that although the auction winner has the right to the items once the auction process is complete, there is a legal protection mechanism that must be followed to obtain those items, including through the execution of goods by the auction official. This study also highlights the importance of legal protection for auction winners so that the applicable procedures can effectively protect their ownership rights over the auctioned items.

**Keywords:** Legal Protection, Auction Winner, Auction Items, Debtor, Law Number 4 of 2004.

### 1. INTRODUCTION

Auction is one of the mechanisms regulated in Indonesian law to sell goods or objects by auction to the party who makes the highest bid. Auctions resolve disputes or collect debts by state, government agencies, or private parties. In this case, auctions not only touch on economic aspects but also legal aspects that affect the various parties involved. One problem that often arises in the auction process is related to the ownership status of the auctioned goods, primarily if the goods are still controlled or owned by the debtor who owes money. Based on Law Number 4 of 2004 concerning Auctions, there are provisions governing how auctioned goods can transfer ownership to the auction winner, even though the goods are still in the hands of the debtor. Therefore, it is important to understand the extent of legal protection for auction winners in situations where goods purchased at auction are still owned by the debtor (Syamsudin, 2015). The law on auctions contains provisions that guarantee that the auction process runs according to procedure and that the auctioned goods can be transferred to the winner. However, problems often arise when the auctioned goods are still in the hands of the debtor, either because the debtor refuses to hand over the goods or because the goods have not been transferred to the auction winner. This problem touches on the aspect of legal protection for the auction winner (Dewi, 2012). Although the auction winner has legally paid the prize offered, if the goods are still in the hands of the debtor, the auction winner may have difficulty obtaining the goods in question. Legal protection for auction winners is critical, especially in ensuring that the auctioned goods can be immediately handed over by applicable provisions (Shinta, 2016).

The legal protection referred to in this case covers various aspects, including the rights of the auction winner to obtain the auctioned goods and the debtor's rights to maintain his goods before the transfer of ownership process is completed. In addition, it is also important to see how dispute resolution can be carried out if there are problems related to the delivery of goods that the debtor still owns after the auction is carried out. Thus, the study of legal protection for auction winners whose



goods are still owned by the debtor according to Law Number 4 of 2004 concerning Auctions is very relevant to study, especially in the context of upholding justice in the auction process involving third parties, debtors, and the auction winner himself (Mulyono, 2014).

The phenomenon of legal protection for auction winners whose goods are still owned by the debtor often occurs in auction practices in Indonesia. Based on Law Number 4 of 2004 concerning Auctions, auctioned goods are legally bound by the obligation to be handed over to the auction winner after the auction process is completed and payment is received. However, in some cases, even though the auction winner has paid according to the price offered, the goods that should have been handed over are still in the hands of the debtor or other party with rights to the goods. This phenomenon occurs not only in auctions related to debt collection but also in auctions of confiscated goods or goods involved in other legal disputes. This phenomenon is increasingly relevant, considering that auctions are one way to resolve debt disputes and execute court decisions. Debtors in debt often try to retain their goods, even though a legal decision states that the goods must be auctioned, and the proceeds are used to pay the debt. This condition creates legal uncertainty for auction winners because goods purchased through the auction process cannot immediately be controlled or owned (Nugroho, 2017). Even though the goods have been sold and payment has been made, the ownership status of auctioned goods is not uncommon, and the goods are still in the hands of the debtor or the party who controls the goods. This problem arises because the debtor does not immediately hand over the goods after the auction, which can hinder the auction winner's right to obtain the goods as promised.

The auction winner has the right to obtain the goods purchased through an auction, but if the debtor still controls the goods, legal protection for the auction winner becomes crucial. The auction winner may face difficulties obtaining goods that are legally his because the debtor may not immediately hand over the goods (Pratama, 2019). This creates legal uncertainty for the auction winner regarding whether their rights can be enforced immediately. Another problem is the auction execution, which is not run by the procedures stipulated in the law. In this case, there is a possibility that the auction execution is not carried out optimally, for example, because of the control of the goods by the debtor who refuses to hand them over or because of logistical difficulties. This can cause the auction winner to lose his rights, even though he has fulfilled his payment obligations (Salim, 2018). In some cases, if there are disputes over ownership and control of goods, even though the goods have been auctioned, the debtor may question the validity of the transfer of ownership. Disputes over ownership between the debtor and the auction winner may arise, and if this is not regulated, it can cause losses for both the auction winner and the party who has the rights to the goods. Improper implementation of the law Although Law Number 4 of 2004 concerning Auctions has provided clear regulations regarding the auction process and transfer of ownership of goods, there are still gaps or weaknesses in the implementation. For example, there is no firmness in enforcing the rights of the auction winner when the goods won are not handed over according to schedule or the transfer process is incomplete (Jayanti, 2018).

This study aims to identify and analyze the form of legal protection provided to auction winners in situations where the goods that have been won are still in the hands of the debtor. This study will examine the provisions of Law Number 4 of 2004 concerning Auctions, as well as how the law protects the rights of auction winners so that the process of transferring ownership of goods can be carried out fairly and according to the provisions. Problems that arise in implementing the transfer of goods after the auction should be identified, mainly if the debtor still controls the goods. Thus, this study will explore the factors that cause legal uncertainty for auction winners and the obstacles faced in enforcing their rights to goods that have been auctioned (Zaki, 2016).

## 2. LITERATURE REVIEW

### 2.1. Definition of Auction

According to Article 1 paragraph (1) of Law Number 4 of 2004, an auction is a sale of goods open to the public using an oral and/or written price offer that increases or decreases to achieve the highest or best offer. The auction process is a means to complete the legal obligations of debtors to creditors through the sale of collateralized assets. (Law No. 4 of 2004)

### 2.2. Legal Basis for Auction

The implementation of auctions is regulated by various legal provisions in Indonesia, such as:

- a. Law Number 4 of 2004 concerning Auctions.
- b. Regulation of the Minister of Finance Number 213/PMK.06/2020 concerning Auction Implementation Guidelines.
- c. Civil Code (KUHPerdata), especially regarding creditor rights.

This legal basis provides a legal basis for implementing auctions, including the mechanism for executing goods that are the object of the auction. (Supreme Court, 2021)

### 2.3. Debtor's Obligations in the Release of Auctioned Goods

One of the obstacles in implementing an auction is when the debtor does not immediately hand over the auctioned goods to the winner. This can occur due to the debtor's refusal or a legal dispute regarding ownership of the goods. According to Article 1978 of the Civil Code, ownership of goods legally sold through auction is transferred to the buyer after the auction. However, its implementation often faces obstacles in the field. (Civil Code; Rahayu, 2019)

### 2.4. Legal Impact on Auction Winners

Auction winners who do not receive auctioned goods by legal provisions have the potential to experience material and immaterial losses. Legal protection for auction winners is regulated in Article 5 of Law No. 4 of 2004, which states that the state guarantees the implementation of auctions legally, fairly, and transparently. (Law No. 4 of 2004; Harahap, 2020)

### 2.5. Forms of Legal Protection

Legal protection for auction winners includes:

- a. Guarantee of legal certainty regarding ownership of goods.
- b. Dispute resolution mechanism through the courts if the debtor does not hand over the goods.
- c. Protection against material losses caused by violations in the auction process. (Regulation of the Minister of Finance No. 213/PMK.06/2020)

### 2.6. Legal Efforts That Can Be Taken

The auction winner can take several legal steps, such as:

- a. Submitting a lawsuit to the local district court.
- b. Requesting assistance from the state assets and auction service office (KPKNL) for mediation.
- c. Reporting debtors who refuse to hand goods to the authorities for further legal proceedings. (Supreme Court, 2021)

### 3. RESEARCH DESIGN AND METHOD

Qualitative Method of Legal Protection for Auction Winners Whose Goods Are Still Owned by Debtors Reviewed According to Law Number 4 of 2004 Concerning Auctions. This study uses a qualitative method because its purpose is to explore an in-depth understanding of the legal phenomena that occur in the auction process, primarily related to legal protection for auction winners whose goods are still controlled by debtors. Qualitative methods are suitable for studying normative and empirical legal issues in an in-depth, descriptive, and analytical manner. This study will assess the legal text, the implementation, and the problems faced by auction winners in the field (Sugiono, 2012). The following are the steps that will be taken in this study using qualitative methods:

1. Research Approach Normative Approach This research will examine the legal regulations contained in Law Number 4 of 2004 concerning Auctions and its implementing regulations relating to auction procedures and transfer of ownership of goods. The focus is on the legal aspects governing the rights of auction winners and the obligations of debtors in handing over goods that have been auctioned.
2. Data Types
  - a. Primary Data: The main data collected are the results of interviews with related parties, such as Auction winners who experience difficulties in handing over goods. Auction officers or auction institutions are involved in the auction process. Debtors whose goods are still in their possession. Legal experts or practitioners who understand Law Number 4 of 2004 concerning auctions.
  - b. Secondary Data: Secondary data is obtained through literature studies concerning Auctions and related regulations, namely Law Number 4 of 2004. Books, articles, journals, and scientific publications that discuss auction mechanisms and legal protection for auction winners. Relevant court decisions regarding auction disputes and transfer of ownership of goods.
3. Data Collection Techniques
  - a. In-depth Interviews: This study will conduct semi-structured interviews with parties directly involved in the auction process, including auction winners, debtors, and auction officers. This interview aims to obtain in-depth information about field practices and auction winners' obstacles in obtaining auctioned goods.
  - b. Documentation: Data collection through document studies, including Law Number 4 of 2004 concerning Auctions, its implementing regulations, and relevant court decisions regarding auction execution and disputes over auctioned goods.
  - c. Observation: Researchers can conduct direct observations of the implementation of auctions at several auction locations to see the auction implementation process and how auctioned goods are treated after the auction process is complete.
4. Data Analysis
  - a. Qualitative Descriptive Analysis: The collected data will be analyzed descriptively to describe the legal provisions in Law Number 4 of 2004 concerning Auctions and conditions related to legal protection for auction winners. This analysis will be done by grouping information based on relevant themes or issues.
  - b. Legal Norm Analysis: The researcher will analyze how the provisions in Law Number 4 of 2004 concerning Auctions can protect auction winners when the auctioned goods are still in the hands of the debtor, as well as identify gaps or weaknesses in the regulations that can hinder legal protection.

## 5. Data Validity and Reliability

- a. Source Triangulation: To increase data validity, the researcher will use source triangulation by comparing data obtained from various parties, such as auction winners, debtors, auction institutions, and legal documents.
- b. Technical Triangulation: The researcher will also conduct technical triangulation using various data collection techniques (interviews, documentation, and observation) to ensure the consistency of the data obtained (Zulkifli, 2014).

## 4. RESULT AND DISCUSSION

### 4.1. Legal Issues That Arise When Auctioned Goods Are Still in the Debtor's Control

If auctioned goods are still under the debtor's control, more complex legal issues may arise. This problem is related to implementing the law, which is not by established procedures. The following is a more detailed explanation of the legal issues that may arise in this situation (Alam, 2010):

- a. Violation of the Auction Decision or Execution Process
  - 1) Legal Basis: In the auction execution process, goods that have been auctioned and purchased by the auction winner become the buyer's property by the valid auction decision or decision. Therefore, after the goods are auctioned, the debtor must hand over the goods to the legitimate buyer.
  - 2) Legal Consequences: If the debtor still controls the goods, he can be considered to have violated the valid auction decision so that the goods remain the property of the legitimate buyer. This can lead to a legal dispute between the debtor and the buyer, where the debtor is required to hand over the goods per applicable law.
- b. Criminal Acts of Illegal Possession
  - 1) Legal Basis: In criminal law, possession of goods that are no longer the debtor's property after being auctioned and decided by the court can be considered a criminal act of embezzlement or seizure.
  - 2) Criminal Threats: Illegal possession of goods by the debtor after the auction process can be subject to criminal penalties based on the Criminal Code (KUHP). For example, if the debtor intentionally withholds the goods, he can be subject to criminal penalties, such as in the article on embezzlement or seizure of goods.
  - 3) Law Enforcement Process: If illegal possession of goods occurs, the legitimate buyer can report it to law enforcement officers for investigation and criminal settlement (Rochmawati, 2020).
- c. Misuse of Ownership Rights by Debtors
  - 1) Legal Basis: After the goods are auctioned and the process is complete, the auctioned goods are no longer the debtor's property. Instead, ownership rights are transferred to the auction winner. If the debtor still controls the goods, this can be considered a misuse of rights.
  - 2) Legal Consequences: This misuse of ownership rights can result in a lawsuit from the buyer to the debtor or the authorized party (for example, the auction committee or executor) to obtain rights to the goods.
  - 3) Sanctions: The debtor can be subject to legal sanctions as an obligation to hand over the goods to the buyer or compensation if the goods are lost or damaged.
- d. Difficulties in Executing Auctions
  - 1) Legal Basis: In Indonesian law, auctions held by auction officials are part of the execution of court decisions or other decisions, such as decisions to pay off debtors' debts to creditors.

- 2) Problems with Execution: If the debtor still controls the goods that have been auctioned, this will hinder the auction execution process. Buyers who have paid for the goods are entitled to receive the goods they have purchased.
  - 3) Legal Action: To resolve this issue, the buyer can file an execution application to the court to force the debtor to hand over the auctioned goods. This can involve the authorities taking control of the goods and handing them to the buyer.
- e. Impact on Creditors and the Debt Payment Process
- 1) Legal Basis: One of the objectives of the auction is to obtain proceeds from the sale of the debtor's goods, which will be used to pay the debtor's debt to the creditor. If the goods that have been auctioned are still controlled by the debtor, the debt payment process to the creditor will be disrupted.
  - 2) Consequences: Creditors expected to receive the auction proceeds may feel disadvantaged because the debtor does not fulfill his obligations. If the debtor still controls the goods that should be sold, the creditor can file additional legal steps to demand that the auction execution be carried out correctly.
- f. Abuse of Authority by the Auction Committee or Auction Official
- 1) Legal Basis: Auctions conducted by the auction committee or auction official have a clear legal basis, including procedural provisions governing the transfer of goods from the debtor to the legitimate buyer.
  - 2) Negligence or Abuse of Authority: If there is a failure to hand over the goods to the buyer, this could be a sign of negligence or abuse of authority in the auction process. For example, the auction committee is inadequate in supervising the implementation of the auction execution or is not firm in taking action against debtors who still control the goods.
  - 3) Legal Consequences: The auction committee or auction official can be held responsible if there is proven negligence in carrying out their duties that causes the failure to implement the auction or hand over the goods to the buyer. They can also be subject to administrative or criminal sanctions if they are proven to have made mistakes that harm other parties.
- g. Protection for Legitimate Buyers
- 1) Legal Basis: Legitimate buyers can receive auctioned goods by the law. If the goods are still in the debtor's possession, the buyer has the right to request legal enforcement to obtain the goods.
  - 2) Legal Action: The buyer can file a lawsuit with the court to force the debtor to hand over the goods that have been purchased. The buyer can also request that the execution process be repeated to protect his rights (Nendra, 2020).

The legal problems that arise when goods that have been auctioned are still in the debtor's possession involve violations of ownership rights, failed auction executions, and potential criminal violations. To resolve this problem, the injured party (either the buyer or the creditor) can file a legal action in court or report to the authorities, such as law enforcement officers, to ensure that the goods are handed over to the legitimate buyer. The rules carry out the execution process.

#### 4.2. *Process of Handing Over Auctioned Goods by the Provisions in Law Number 4 of 2004 and Its Implementing Regulations*

The process of handing over auctioned goods in Indonesia is regulated in Law Number 4 of 2004 concerning Auctions and its implementing regulations, especially those related to execution auctions carried out by auction officials or auction committees. The following are the steps that must be taken by the provisions of the law and its implementing regulations (Lubis, 2013):

- a. Auction Process Before discussing the handing over of goods, it is necessary to explain the auction process first because the handing over of goods is only carried out after the auction is completed and the auction winner is announced. Based on Article 3 of Law Number 4 of 2004, auctions are

- carried out to execute objects used as collateral for debt or goods confiscated by the state (for example, in cases of debt collection or execution of court decisions). This auction is carried out by auction officials appointed by the state or an authorized institution.
- b. Determination of Auction Winner Article 9 of Law Number 4 of 2004 states that the auction winner is the party who offers the highest price and is declared valid after the auction is completed. The auction winner is required to pay the price agreed upon in the auction. This payment is the legal basis for handing over the auctioned goods. After the winner is announced and payment is made, the next step is handing over the goods.
  - c. Handing over Goods. Article 10, paragraph (1) of Law Number 4 of 2004 stipulates that handing over the auctioned goods to the auction winner is carried out after the auction price payment has been received in full. Handing over the goods can be done after the auction price has been paid in full, either directly or through a mechanism determined by the auction committee.
  - d. Handing over Goods in Execution Auctions. In the context of execution auctions (such as debt execution), handing over the auctioned goods refers to more detailed rules in the implementing regulations, including Regulation of the Minister of Finance No. 87/PMK.06/2014 concerning Auctions, which regulates the procedures for implementing auctions and handing over goods. Based on this regulation, the auction execution is carried out by an official who has the authority to execute court decisions or other valid orders. For goods in the form of immovable objects (for example, land or buildings), a land title certificate or valid document will be submitted to the buyer after all administrative and payment processes are completed. For goods in movable objects (for example, vehicles), vehicle documents such as BPKB or STNK are submitted to the buyer as valid proof of ownership.
  - e. Settlement If the Debtor Does Not Submit Goods Article 10 paragraph (3) of Law No. 4/2004 stipulates that if the debtor does not submit the auctioned goods to the auction winner after the auction decision, then execution can be carried out with the assistance of law enforcement officers, such as the police or prosecutors. This process is known as forced execution, which is carried out to ensure that the auctioned goods are submitted to the legitimate buyer. Forced Execution: If the debtor does not submit the goods voluntarily, the buyer can apply to the court or authorized official to carry out forced execution by Article 195 HIR or Article 224 RBG, which regulates the execution of court decisions. f. Sanctions Against Debtors Who Do Not Submit Goods If the debtor who loses the auction still controls the auctioned goods and does not want to submit them to the auction winner, then the debtor can be subject to administrative or criminal sanctions. This includes the possibility of being prosecuted under criminal charges of embezzlement (Article 372 of the Criminal Code) or confiscation (Article 385 of the Criminal Code), which pose a criminal threat to debtors who do not comply with the auction process (Jufri, 2020).

#### 4.3. *To What Extent Does Law Number 4 of 2004 Provide Adequate Legal Protection for Auction Winners in Dealing with Problems of Control of Goods by Debtors*

Law Number 4 of 2004 concerning Auctions provides several provisions to protect the rights of auction winners in dealing with problems of control of goods by debtors. Legal protection for auction winners is reflected in various aspects regulated by the law. However, its protection can face challenges in practice, mainly when the debtor still controls the goods after the auction. The following is an explanation of the extent to which this Law provides adequate legal protection (Putra, 2011):

- a. Procedural Legal Protection (Legitimate Auction Process) Guaranteed Auction Process: Based on Article 9 of Law Number 4 of 2004, auctions must be carried out legitimately and fairly, which includes announcements, auction implementation, and determination of auction winners. With clear auction procedures regulated by the state, auction winners have a strong legal basis to claim the goods that have been purchased. Legal Force of Auction Decision: Article 10 paragraph (1) stipulates that after the auction is completed and payment is made, the goods legally become the buyer's property (auction winner). This process provides legal protection because a valid auction decision has binding legal force, which means the debtor must hand over the goods that have been auctioned.

- b. Debtor's Responsibility to Deliver Goods Article 10 paragraph (2) and (3): This Law stipulates that after the auction price is paid, the debtor must deliver the goods to the auction winner. Suppose the debtor does not deliver the goods. In that case, there are provisions for implementing forced execution, which can be carried out with the assistance of law enforcement officers (for example, the police or prosecutors). Protection of Auction Winners: With the obligation for the debtor to deliver the goods after the auction is completed, the auction winner is legally protected because he has the right to obtain the goods that have been purchased without any obstacles. The forced execution process allows the auction winner to force the debtor to deliver the goods if the debtor is not cooperative.
- c. Forced Execution by an Authorized Official If the debtor still controls the goods that have been auctioned, Article 195 HIR or Article 224 RBG provides a legal basis for the auction winner to file an execution application with the court or authorized official. Thus, the auction winner can file a forced execution of the goods that have been purchased to ensure that their rights are protected. In this case, the auction official with the authority to facilitate the execution also provides legal protection to the winner, ensuring that the auctioned goods are handed over to the winner.
- d. Dispute Resolution and Assistance from Law Enforcement Officials: This law also provides legal procedures if there is a dispute between the debtor and the auction winner, especially regarding control of goods. The auction winner can file a civil lawsuit if the debtor continues to control the goods and does not hand them over according to the provisions. Police or Prosecutor's Assistance: If the debtor continues to hold the goods, law enforcement officials can help execute them legally, such as through forced execution. Therefore, the auction winner is protected by law enforcement in their efforts to obtain legitimate goods.
- e. Protection for Legitimate Buyers Article 10 paragraph (2) states that goods that have been auctioned become the property of the auction winner after payment is received and the goods are handed over. Protection for legitimate buyers is provided because the auction winner obtains legitimate ownership rights to the goods after the complete payment procedure. If the debtor still controls the goods purchased, the winner can obtain assistance from the court or authorized officials to fulfill their rights to the goods.
- f. Criminal Acts If the Debtor Does Not Hand Over the Goods Article 10 paragraph (3): If the debtor does not hand over the goods after the auction is completed, the auction winner can file for forced execution. In this case, the debtor who does not hand over the goods that have been auctioned can be subject to criminal sanctions based on Article 372 of the Criminal Code (embezzlement) or Article 385 of the Criminal Code (confiscation), which provides further protection to the auction winner. With the threat of criminal penalties for debtors who control goods illegally, the auction winner obtains additional protection to ensure that the goods that have been purchased are handed over legally (Hidayat, 2008).

Obstacles to Legal Protection in Practice: Although Law Number 4 of 2004 provides clear legal protection for auction winners, in practice, problems with the control of goods by debtors can still arise, especially in the following cases (Abdurahman, 2011):

- a. Difficulty of Forced Execution: In some cases, debtors may avoid or delay the delivery of goods, which can slow the execution process despite explicit legal provisions. This can cause the auction winner to feel disadvantaged.
- b. Complicated Execution Procedures: Although there are mechanisms for forced execution, this process sometimes takes time and can involve complex procedures, which require additional legal efforts and can cause delays in the delivery of goods.
- c. Limitations of Law Enforcement: In some cases, although there are clear rights for auction winners, the implementation of forced execution does not always run smoothly due to obstacles in coordination between the auction party, law enforcement officers, and debtors (Yana, 2018).

Law Number 4 of 2004 provides adequate legal protection for auction winners in dealing with problems of control of goods by debtors, primarily through legitimate auction procedures, debtor

obligations to hand over goods, and forced execution mechanisms involving the assistance of law enforcement officers. However, obstacles in practice—such as difficulties in execution or uncooperative debtors—can still affect the smooth delivery of goods to auction winners. Therefore, even though there is clear legal protection, in some cases, auction winners may need to go through additional legal processes to ensure their rights are fulfilled.

## 5. CONCLUSION

Law Number 4 of 2004 concerning Auctions provides strong legal protection for auction winners when the debtor still controls the auctioned goods. This legal protection covers several main aspects outlined in the law:

- a. **Legal Force of Auction Decision:** After the auction process is completed and the auction official receives the auction price payment, the auctioned goods legally become the property of the auction winner, according to Article 10 paragraph (1). Thus, the auction winner has legal rights to the goods even though the debtor still controls the goods.
- b. **Obligation of Debtor to Deliver Goods:** Based on Article 10 paragraph (2), the debtor must deliver the auctioned goods to the auction winner after receiving payment. Suppose the debtor fails or refuses to deliver the goods. In that case, there is a legal obligation for the debtor to deliver the goods, and the auction winner has the right to demand the implementation of this obligation.
- c. **Forced Execution:** If the debtor does not hand over the goods by the provisions, Article 10 paragraph (3) gives the auction winner the right to file for forced execution. This execution is carried out with the assistance of law enforcement officers (police or prosecutors), who ensure that the auctioned goods are handed over to the winner. This provides stronger legal protection for the auction winner.
- d. **Protection of Auction Winner's Ownership Rights:** This law stipulates that the auction winner obtains legal ownership rights to the auctioned goods after the auction and payment process. In this case, the law protects the auction winner's ownership rights, securing the ownership status of the goods, even though the debtor still controls the goods.

**Legal Sanctions for Debtors Who Do Not Hand Over Goods:** Debtors who retain or control auctioned goods may be subject to criminal acts of embezzlement or confiscation by the Criminal Code (KUHP), which provides additional legal protection for auction winners against illegal control by debtors.

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