

REGISTRATION OF NAME RIGHTS TO LAND OBJECT AUCTION (STUDY AT THE LAND OFFICE OF MATARAM CITY)

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ABSTRACT

This study examines the procedure for transferring the title to the auction object. The type of research used in this article is normative and empirical research using the statutory approach, conceptual approach, and practical approach.

The results showed that the implementation of the transfer of name procedures for the transfer of land rights through auction, namely: 1) Applying for registration of the transfer of ownership rights to land due to auction through the service counter that has been provided, 2) The Land Office Service Counter Officer conducts Examination of Application Files, 3) Paying Land Rights Registration Fee, 4) Carrying out the Work Process, Recording and Correspondence, 5) Issuing certificates, 6) Submission of certificates. Meanwhile, if there are objections raised by the owner of the land being auctioned (debtors in default), related to the application for land registration submitted by the winner of the auction (buyer), then in this case the National Land Agency will temporarily suspend the application process for the transfer of the name of the auction object until there is a settlement, between the disputing parties.

Keywords: Name Changing; Land rights; Auction.

INTRODUCTION

Economic development, one of the most critical parts of national development, is one of the efforts to realize Indonesia as a welfare state.¹ Increasing the growth of the National development in economic development requires a large amount of financial capital. It takes parties who can provide these funding needs, one of which is through the provision of credit facilities. Credit is money lent to customers and will be returned at a particular time in the future accompanied by a counter achievement in the form of interest.²

Financial institutions can provide credit facilities. Financial institutions in Indonesia can divide into 2 (two), namely the first is bank financial institutions and the second is non-bank

¹ Alfitri. (2016). *Ideologi Welfare State dalam Dasar Negara Indonesia: Analisis Putusan Mahkamah Konstitusi Terkait Sistem Jaminan Sosial Nasional*. Jurnal Konstitusi, 9(3), 449-472.

² Diman Ade Mulada dan Arief Rahman. (2020). *Peralihan Kredit kepemilikan Rumah Subsidi Tanpa Persetujuan Pihak Bank*. Jurnal Petitum, 8 (2): 90

financial institutions (financing). Bank financial institutions are business entities that collect funds from the public in the form of savings and distribute them to the people in the form of credit and or other conditions to improve the standard of living of the people at large. Meanwhile, non-bank financial institutions (financing) are business entities that carry out financing activities to provide funds or capital by not withdrawing funds directly from the public.³ One of the financial institutions that people generally use to obtain loans is a bank. Banks, in providing credit to debtors, to provide certainty for the repayment of the loans they provide, require the delivery of an object from the debtor to the bank as the creditor.

In practice, most of the objects that are the object of collateral in the credit agreement are objects in the form of land. Land as property is a guarantee that is consider quite good because it has a relatively high and stable economic value, so can accept that in various guarantee institutions, both banking and other institutions. Land is the most preferred collateral for debt repayment by financial institutions that provide credit facilities. Financial institutions are because the land is generally easy to sell. Its price continues to increase, has proof of rights, is challenging to embezzle and can be burdened with mortgage rights that give creditors special requests.⁴

The regulation of land as an object of debt guarantee in the Indonesian regulation legal system in Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land. Mortgage rights are security rights on land that are imposed on property rights, building use rights, cultivation rights and use rights, including or not including other objects which are an integral part of the land, for the settlement of certain debts, which gives priority to the position. To certain creditors against other creditors in taking the repayment of their receivables.

To provide legal certainty as a form of legal protection, the imposition of this Mortgage Guarantee must be registered at the Land Office to fulfill the publicity element of the collateral and make it easier for third parties to control in the event of a transfer of the collateral object. The registration of mortgage rights is regulated in Article 13 to Article 14 of Law Number 4 of 1996 concerning Mortgage Rights. With the registration of the mortgage right, the mortgage has executorial power, meaning that its legal force is the same as the legal force of the Court decision, which has a permanent legal point (*Eincracht van gewijsde*).

But in reality, sometimes debt repayment obligations by creditors do not always run smoothly. Creditors often do not fulfill their obligations to pay off their debts or default. The default's legal consequence is that the Mortgage's object must be executed to pay off the debtor's debt to the creditor. The Mortgage base on Article 6 of Law Number 4 of 1996 concerning Mortgage Rights, which states, "if the debtor is in default, the first mortgage holder has the right to sell the mortgage object on his power, through a public auction and take repayment of his receivables from the sale proceeds. The auction of an object bound by the mortgage is closely related to the debtor who defaults by the debtor to the creditor.⁵ So that the right and authority to auction land rights that are the object of the Mortgage Rights are the holders of the Mortgage Rights. UUHT grants the authority possessed by the holder of the Mortgage Rights.

³ Diman Ade Mulada. (2020). *Buku Ajar Hukum Dagang*. Mataram University Press, hlm. 102

⁴ Offi Jayanti dan Agung Darmawan. (2018). *Pelaksanaan Lelang Tanah Jaminan Yang Terikat Hak Tanggungan*. Kanun Jurnal Ilmu Hukum Vol. 20, No. 3. hlm. 458

⁵ Begiyama Fahmi Zaki. (2018). *Kepastian Hukum Dalam Pelelangan Objek Hak Tanggungan Secara Online*, Fiat Justisia Journal Of Law, Vol. 10 No, 2, hlm. 373.

The mortgage holder, in this case, is the creditor, and has the right of legal control over the land used as collateral by the debtor.

The sale of mortgaged objects through auction is carried out at the State Assets and Auction Service office (KPKNL) based on the application submitted by the mortgage holder as regulated in the Regulation of the Minister of Finance of the Republic Indonesia Number: No. 213/PMK.06/2020 concerning Instructions for Auction Implementation. In implementing the auction, must carry it out in front of the Auction Officer. So buying and selling in an auction is not purely between the seller and the buyer, but there is intervention by the auction office. In an auction, the auction official witnesses the auction and organizes the sale itself and makes an authentic deed in the form of auction minutes. The Minutes of Auction is a legal product of the Auction Official with the same status as an original deed. It has fulfilled the requirements as an original deed as regulated in Article 1868 of Burgerlijk Wetboek (referred to as BW).

Thus, the transfer of rights through an auction is valid if proven by an excerpt from the minutes of the auction made by the Auction Officer. Minutes of the auction are official documents of the course of public sales or auctions compiled regularly and accounted for by the Auction Officer and the parties (sales and purchases). The auctions referred to therein are binding.⁶ The Minutes of Auction clause is determined unilaterally by the Auction Office, which has a stronger bargaining position. The auction buyer cannot change the Minutes of Auction clause so that the Minutes of Auction is a standard agreement or contract. All clauses of the Minutes of Auction come from the Auction Office. Auction minutes are the basis for authenticating auction sales. Auction minutes record all events in auction sales.⁷ The Minutes of Auction, will be stated who the “winner” of the auction will be. The buyer who has won the auction based on the Minutes of Auction can own the item he won.

The auction participant who has been declared the winner of the auction and has obtained the deed of the minutes of the auction can then carry out the process of transferring the name of the object of land rights he purchased to the competent Regency/Municipal Land Office. However, sometimes in practice, when the auction winner carries out the transfer of name registration process, there are objections from the defaulting debtor because the price of the land object being auctioned is not the correct cost. Whereas the bank before conducting an auction of the collateral object first determines the limit value of the auction price of a mortgage object as regulated in Article 44 of the Regulation of the Minister of Finance of the Republic of Indonesia Number 27/PMK.06/2016 concerning Auction Implementation Guidelines, which essentially states: the limit value is based on an appraisal by an appraiser or an appraisal by an independent appraiser based on their competence”. With these objections, of course, the registration process behind the name is experiencing problems. So based on this, the researcher is interested in raising the title of “Registering the Transfer of Names to Land for Auction Objects (Study at the land office of Mataram city).”

Based on the background above, in this study there are several things raised by the researchers to formulate of the problem and will be sought for a scientific solution. The formulation of the problem is:

1. What is the procedure for transferring the title to the auction object?
2. Can the Land Office carry out the process of transferring the title to the auction object if there is an objection from the debtor?

⁶ Hatta Isnaini Wahyu Utomo. (2019). *Memahami Pelaksanaan Tugas Jabatan Pejabat Pembuat Akta Tanah*. Yogyakarta: Phoenix Publisher, hlm. 172

⁷ M. Yahya Harahap. (2007). *Ruang Lingkup Permasalahan Eksekusi Bidang Perdata*. Jakarta: Sinar Grafika, hlm. 187.

METHODS

1. Research Type

Starting from the title and formulation of the problem as above, the type of this research is empirical law research. Empirical legal research examines law as a norm in legislation and sees how it is apply in people's lives.

2. Approach Method

Following the type of research above, the approach method used is as follows:

- a. The statutory approach is an approach that is carried out by studying or reviewing the laws and regulations related to the problems in this proposal.
- b. Conceptual approach, namely the approach taken by studying the views and doctrines that developed in the science of law related to the problems in this proposal.
- c. The empirical approach is taken to understand how the application of the rule of law is implemented in practice in the field.

3. Sources and Types of Legal Materials/Data

Based on the approach method above, the sources and types of data in this study are library data and field data.

a. Primary data

That is data obtained directly from the community or the field. This data was obtained by conducting interviews with informants related to the object of the problem raised in this study.

b. Secondary Data.

The library data in legal research includes primary, secondary, and tertiary legal materials. The three legal materials referred to can be explained as follows:

- 1) **Primary legal materials**, namely binding legal materials consisting of laws and regulations relating to the problem to be investigated,
- 2) **Secondary legal materials**, namely legal materials that explain primary legal materials, which consist of various literature on forestry, opinions of scholars (doctrine), and other scientific works related to the problems in this research.
- 3) **Tertiary legal materials**, namely legal materials that provide instructions and explanations of primary and secondary legal materials, consisting of the Big Indonesian Language Dictionary and legal dictionaries.

4. Legal Material/Data Collection Techniques

Because the data sources in the study consist of field data and library data, the data collection in this study was carried out by:

a. Interview Techniques

Interview is conversation with specific purpose born two parties, namely between the interviewer who asks question and interviewee provides the answer to question.⁸ Researchers obtained field data through direct (open) interviews with the government, the land office of Mataram city.

b. Literature Study Techniques

That is the technique of collecting data obtained by collecting, and reviewing legal materials in the form of legislation, books, scientific articles, research reports and other library materials related to the problems in this research.

5. Analysis of Legal Materials/Data.

8 Moleong Lexi J. (2005). *Metode penelitian Kuantitatif*. Bandung: Remaja Rosdakarya, hlm. 186

From all legal materials or data that has been collected, then processed, and analyzed qualitatively to obtain an answer regarding the Transfer of Title Registration of Land Rights on Auction Objects, to get a significant conclusion with the main issues raised through the descriptive method, namely in the form of a description formulated with a coherent and logical mindset. Qualitative analysis is carried out in a deductive and inductive way, namely, drawing a conclusion from general to specific data to obtain clarity on truth, to get a clear picture of the problem being studied.

ANALYSIS AND DISCUSSION

1. Procedure for Transfer of Title to Land of Auction Object

The transfer of land rights is the transfer of land rights from the old right holder to the new right holder according to applicable laws and regulations. There are 2 (two) ways of transferring land rights, namely switching and being moved. Switching indicates the transfer of land rights without any legal action being carried out by the owner, while transfer refers to the transfer of land rights through legal actions carried out by the owner.

One form of the transfer of land rights is done through auction sales. According to Bachtiar Sibarani, what is meant by Auction Sales is essentially the sale of goods to a large number of people or in public through an auction mechanism, which results in a sale at a high and reasonable price. Therefore the use of an auction mechanism as a market mechanism has been approved and required by legislation -Invitation valid in Indonesia.⁹ Meanwhile, the definition of auction based on Article 1 point 1 of the Regulation of the Minister of Finance Number PMK No. 213/PMK.06/2020 concerning Auction Implementation Guidelines is the sale of goods that are open to the public with a written or verbal price offer that is increasing or decreasing to reach the price. Highest, which is preceded by the Announcement of the Auction. Sales through auction are divided into 2 (two) ways, namely:

a. Execution Auction

Namely, auctions to implement court decisions or decisions, other documents equivalent to that, and implement provisions in laws and regulations.

b. Non-Execution Auction

Non-execution auctions are divided into 2 (two) types, namely:

1) Mandatory Non-execution Auction;

That is an auction to carry out the sale of goods which by legislation is required to go through an auction.

2) Voluntary Non-execution Auctions.

Namely an auction to carry out the sale of goods owned by private individuals, individuals or legal entities/business entities that are auctioned voluntarily

The implementation of auction sales activities is carried out, among others, by:

a) State Assets and Auction Service Office (KPKNL);

Namely the vertical agency of the Directorate General of State Assets (DJKN) which is under and directly responsible to the Head of the Regional Office. The State Property

⁹ Bachtiar Sibarani. (2006). *Masalah Hukum Privatisasi Lelang*. Jurnal Keadilan, Vol.4 No.1, hlm.18.

and Auction Service Office (KPKNL) is authorized to hold all types of Auctions at the Seller's request.

b) Auction Hall;

Namely, an Indonesian Legal Entity in the form of a Limited Liability Company (PT) specifically established to carry out business activities in the Auction field. The Auction Center is authorized to hold a Voluntary Non-execution Auction at the Seller's request.

c) Class II Auction Officer's Office.

Namely the private office where the Class II Auction Officer is located. The Class II Auction Officer's Office is authorized to hold a Voluntary Non-execution Auction at the request of the Seller or the Auction Hall as the proxy of the Seller.

As for the process or stages of the execution of auction sales based on the Regulation of the Minister of Finance Number PMK No. 213/PMK.06/2020, they are as follows:

- a. Submission of Application for Auction
- b. Examination of Applications and Bid Requirements
- c. Determination of the Implementation Time of the auction
- d. Auction Announcement
- e. Prospective bidders Submit requirements to become bidders
- f. Auction Execution
- g. Auction Winner Determination
- h. The auction winner makes Payments and Deposits Related to the Auction Object.
- i. Making Minutes of Auction
- j. Submission of Minutes of Auction
- k. Submission of Documents of Ownership of Mortgage Objects to Auction Winners (Buyers).

After the auction winner gets a quote from the deed of auction minutes and the ownership documents for the Mortgage auction object, the auction winner can register the object of land rights he bought through the auction process. The form of registration of the certified auction object land is included in maintaining land registration data. land registration data maintenance activities are land registration activities to adjust physical data and juridical data in registration maps, land registers, name lists, measuring documents, land books, and certificates with later changes.

Maintenance of land registration data is carried out if there is a change in physical data and/or juridical data of registered land registration objects. The right holder concerned is obliged to report changes to biological data and/or juridical data to the local district/city Land Office. Juridical data is information regarding the legal status of registered land parcels and flats, their rights holders, the rights of other parties, and other burdens that burden them. So it is related to the registration of land rights because the auction is included in the category of changes in juridical data. After all, there is a change of the right holder from the name of the owner whose name is listed in the certificate to the winner of the auction (buyer), so a name transfer process must be carried out. The transfer of name process is a procedure for changing the name of ownership in the Land Rights Certificate from the name of the old owner to the new owner's name. In carrying out the transfer process for land objects purchased through the auction process, the registration process for the transfer of characters is still carried out manually, namely by going to the land office to submit an application for transfer of character along with several requirements that must be attached to the application.¹⁰

The following is the transfer procedure for the transfer of land rights through

¹⁰ Wawancara dengan Bapak Mimin, Pegawai Badan Pertanahan Nasional, Pada Pukul 10.00 Wita

auction:¹¹

1. Apply for registration of the transfer of ownership of land due to auction The auction buyer or his proxy submits the application for registration of the transfer of lands rights through auction to the Head of the local Regency/City Land Office through the Service Counter provided. Registration of transfer of rights through auction to the Office of the Regency/City Land Office is intended to fulfill the principle of publicity, meaning that by registering the transfer of rights through auction to the Office of the Regency/City Land Office, everyone can know that there has been a transfer of rights through auction from the original right holder to the buyer. Auction as the new right holder. The Auction buyer or his proxies shall submit application for registration of transfer of rights obtained through auction by attaching:
 - a) a quote from the relevant auction minutes;
 - b) certificate of Ownership of land that has been registered, or if the certificate in question cannot be submitted to the buyer of the execution auction, a statement from the Head of the Auction Office regarding the reasons for not being able to offer the certificate;
 - c) proof of identity of the auction buyer;
 - d) proof of payment of the purchase price;
 - e) proof of payment of the Payment of Duty on the Acquisition of Rights on Land and Buildings if the duty is payable;
 - f) proof of payment of PPh payment, if the tax is payable;
 - g) a statement from the creditor that it waives the Mortgage Rights for an amount that exceeds the auction results.
2. The Land Office Service Counter Officer shall check the Application Dossier
The application file and requirements submitted by the winner (buyer) of the auction are examined by the counter officer, the aim is to avoid errors or inconsistencies in the applicant's data. If the applicant's file is complete, a document receipt is made (STTD), then submits the file to the payment counter to make an order for registration and payment of Non-Tax State Revenue.
3. Payment of Land Rights Registration Fee.
After the requirements for registering land rights through auction are declared complete based on document receipts (STTD) and receiving a letter of order for registration and payment of Non-Tax State Revenue, the applicant makes PNPB payments the BANK or through the services of the National Land Office.
4. Work Process, Recording and Correspondence
After payment is made, within 3 (three) days, the required documents forwarded by the applicant are submitted to the archives section. Submit the required documents to the archives section to complete the land book by recording. The recording of the transfer of rights in the land book, certificates and other registers is carried out in the following manner:
 - a) The name of the old right holder in the land book is crossed out in black ink and affixed with the initials of the Head of the Regency/City Land Office or the appointed official;
 - b) The names or names of the new rights holders are written on the pages and colonies in the land book with the date of recording and the amount of each right holder's share in the case of several people receiving the rights and the amount of the claim is determined, and then signed by the Head of the Land Office. Regency/City or appointed official and official seal of Regency/City land office;
 - c) Deletion, the name of the old right holder and the writing of the name of the new right holder are also carried out on the certificate of right in question and other general lists containing the expression of the old right holder;

¹¹ *Ibid*

- d) The correct number and another identity of the transferred land are crossed out from the list of names of the old right holders, and the correct numbers and identities are written on the list of names of the beneficiaries.
- e) If the name of the new right holder is more than one person and the rights are jointly owned, a list of names is drawn up for each right holder, and under the number of land rights a line is drawn in black ink.

After the recording is done, the executor makes the concept of the transfer of rights based on the minutes of the auction, which is submitted to the head of the allowance for the maintenance of land data. The head of the subsidy for maintaining land data makes corrections to the file provided by the executor. If the file is complete, it is submitted to the head of the area on land legal relations (HHP). The head of the section on land law relations (HHP) makes corrections and signs as well as gives the Land office stamp on the land book and certificate, and then returns it to the bookkeeper

5. Issuance of certificates

The certificate is a certificate made or issued by an authorized official. The issuance of the certification means the official concerned has given the status of a person's condition, the auction buyer. Issuance of credentials is carried out after recording, correcting by the authorized official in under his authority.

6. Certificate submission

The certificate of land rights, which has been changed by the name of the right holder from the old right holder to the new right holder by the Head of the local Regency / City Land Office is then submitted to the applicant for registration of transfer of land rights through auction or his proxies. With the receipt of the certificate, the auction buyer already has legal solid certainty over the land rights he purchased through the auction.

2. Certainty of the implementation of the transfer process of title to the object of the auction by the Land Office of Mataram City if there is an objection from the debtor.

Land rights have a strategic role, considering that land is an economic good, which is limited in number while the need for land is increasing day by day. Land ownership rights indicate ownership of a plot of land, which the owner can use for personal, business, etc. Land rights are rights that give authority to someone who has the right to use or take advantage of the land.¹²

The transfer of land rights is the transfer of land rights from the old right holder to the new right holder. There are 2 (two) ways of transferring land rights, namely switching and being moved. Switching indicates the transfer of land rights without any legal action taken by the owner, for example, through inheritance. While transferred refers to the transfer of land rights through legal actions carried out by the owner. One example of the act of transferring land rights is through the auction process.

Transfer of land rights through auction is the transfer of land rights from the old right holder to the new right holder through a general sale or the sale of goods to the public at an increased or decreased bid price or by entering the price in a closed envelope, or to persons who have been invited or previously notified of the auction or sale, or are permitted to participate and are allowed to bid, agree on the bid price or enter the price in a sealed envelope.

One of the objects of transfer of land rights through auctions is land rights used as objects of mortgage guarantees. Mortgage rights are security rights on land that are imposed on property rights, building rights, cultivation rights and use rights, including or not including

¹² Christilia Elvira Mononutu, *Pemindahan Hak Atas Tanah Melalui Lelang Menurut Peraturan pemerintah No. 24 tahun 1997 Tentang Pendaftaran Tanah*, Jurnal Lex Crimen Vol. V No. 6 Tahun Agustus 2016, hlm. 81 (80-87)

other objects that are an integral part of the land, for the settlement of certain debts, which gives priority to the position. Certain creditors against other creditors in taking payment of their receivables. Thus, it is evident in the above understanding that mortgage rights are security rights over land, not land as collateral. Security rights to land are guarantees that place legal rights over land as objects, not physical land.¹³

Some of the main characteristics of mortgage rights are as follows:¹⁴

- a. Giving an extraordinary position (preferent) to one of the creditors as the collateral holder which is bound by mortgage rights.
- b. It always follows in whose hands the object of a guarantee bound by the mortgage is located.
- c. Balanced protection for banks as creditors and mortgage providers as debtors.
- d. If it has fulfilled the principle of speciality and the principle of publicity, because the principle that should require a mortgage right to be immediately registered by the bank as a creditor to the National Land Agency (BPN) so that later it will be easy and certain to implement the execution when the debtor defaults.

Mortgage rights on new land can be transferred to other parties through auctions if in this case, the debtor defaults or does not carry out his obligations to pay off his debts that have matured based on the credit agreement that has been made with the creditor. The credit agreement is based on Article 6 of Law Number 4 of 1996 concerning Mortgage Rights, "if the debtor is in breach of contract, the first mortgage holder has the right to sell the object of the mortgage on his power, through a public auction and take repayment of his receivables from the proceeds of the sale." The auction of an object bound by the mortgage is closely related to the debtor who defaults by the debtor to the creditor.

The execution of the mortgage through an auction is not immediately carried out when it is due. Then the creditor directly executes the object of the mortgage guarantee. But first, the creditor warns the debtor to carry out his debt payment obligations that have matured. This notification letter in practice is usually given 3 (three) times. If during these 3 (times) there is no good faith on the part of the debtor to pay his obligations (debt), then in this case, the debtor will execute the thing of the mortgage. by selling the object of the mortgage through a public auction.

Before conducting the auction, the creditor must first submit an auction application for an object because the debtor has defaulted to the Head of the State Property and Auction Service Office (KPKNL) where there is a guaranteed item tied to the mortgage to carry out the public auction in the framework of execution of the object of mortgage. After the KPKNL receives the application and the tender requirements, proof of the application will then be carried out. If the results of the verification of the application meet the requirements, the KPKNL will conduct an auction process for the object of the mortgage. In the implementation of the auction process there are several stages of the process, that are passed, namely: determining the time of the auction, determining the limit price, KPKNL requesting a Land Certificate from the Land Office following the object of the auction, Announcement of the auction, Submission of requirements for bidders, conducting the auction, and determination of the auction winner. After the auction winner is determined, the auction winner carries out several obligations that must be fulfilled as a follow-up to the auction, such as paying the auction object according to the bid price submitted, paying the auction fee and so on. After the obligation is carried

¹³ Made Oka Cahyadi Wiguna, *Keautentikan Risalah Lelang Eksekusi Hak Tanggungan Sebagai Bukti Pemindahan Hak Atas Tanah*, Jurnal Hukum Undiknas Vol 2, No 2, 2015, hlm 158 (158-169)

¹⁴ Abdul Kholiq Imron, *Pembebanan Hak Tanggungan Terhadap Objek Tanah Yang Belum Terdaftar Bersamaan Permohonan Pendaftaran Tanah Pertama Kali*, Jurnal Repertorium, Vol. IV, No.2 edisi Juli-Desember 2017, hlm. 8

out, then in this case, the auction official offer the deed of auction minutes and documents of ownership of the mortgage auction object to the auction winner (Buyer).

Based on the Minutes of Auction Deed and the ownership document of the mortgage auction object by the auction winner (buyer), it is used as the basis for transferring the title to the object of the mortgage auction object. However, in practice, sometimes, when the winner of the auction will register the land related to the mortgage object that he bought through auction, there are obstacles, namely the complaint from the owner of the auctioned land (the debtor in default) related to the land being auctioned by the creditor. The objection could be due to several reasons, including because the limit value was considered low, the debtor/executed still felt they were able to repay the loan, and even the debtor/completed blocked the object of the land rights.

Suppose such a thing occurs, based on the results of interviews with land office. In the case, it is stated that if there are objections raised by the owner of the land being auctioned off (the debtor in default), it is related to the application for land registration submitted by the winner of the auction (the buyer) to carry out the transfer of names to the object of the auction of rights. on the land, in this case the attitude taken by land office is to temporarily stop the process of applying for the transfer of the name of the auction object until there is a settlement between the disputing parties.¹⁵ If there is such a dispute, the first step taken to resolve the dispute or problem is by mediating the parties to the conflict by the Land Office through the dispute resolution section. However, if the mediation does not meet an agreement, the parties can choose an alternative dispute resolution through the courts.¹⁶ So that if there is no court decision with permanent legal force that decides on the case, who will temporarily suspend the registration process for the transfer of land rights through auction. The registration process is based on Article 45 letter e of Government Regulation Number 24 of 1997 concerning Land Registration, it is stated that the Head of the Land Office refuses to register the transfer of rights if the land in question becomes the object of dispute in court.

According to the researcher, the actions taken by the land office related to the temporary suspension of the application for the transfer of the name of the auction object submitted by the winner (buyer) of the auction until an agreement or court decision has permanent legal force on the lawsuit filed by the defaulting debtor is incorrect, because it should sound The text in Article 45 letter e, is interpreted that the material of the lawsuit is limited to land disputes that are processed in the Court, of course, the plaintiff is a third party who has a claim of ownership rights, not the defaulting debtor or his family (husband/wife). Because based on the Regulation of the Minister of Finance Number PMK No. 213/PMK.06/2020 concerning Auction Implementation Instructions, in article 27, it is stated that before the auction of the object of Mortgage, there is a lawsuit from other parties other than the debtor/owner of the guarantee and/or husband or wife debtor/owner of collateral related to the ownership of the object to be auctioned, the Execution Auction of Article 6 of the Mortgage Law (UUHT) cannot be carried out.

So it is clear that if there is a lawsuit from the debtor or his family (wife/husband), the auction process will still be carried out. So it is evident when the auction buyer wants to register the transfer of rights based on the minutes of the auction deed. There is an objection from the defaulting debtor. The registration process must still be carried out by the Land Office because the auction process is carried out following the provisions that apply in particular. Strengthened in article 27 of the Regulation of the Minister of Finance Number PMK No.213/PMK.06/2020 concerning Auction Implementation Guidelines.

¹⁵ *Op.Cit* wawancara dengan Bapak Mimin

¹⁶ *Ibid*

E. CONCLUSION

a. Whereas the procedure for transfer of name for the transfer of land rights through auction is as follows:

- 1) Apply for registration of the transfer of ownership rights to land due to auction through the service counter that has been provided;
- 2) The Service Counter Officer of the Land Office shall examine the Application Dossier;
- 3) Paying the Land Rights Registration Fee;
- 4) Carrying out the Process of Work, Recording and Correspondence;
- 5) Issuance of certificates;
- 6) Certificate submission

b. That if there is an objection raised by the owner of the land being auctioned off (the debtor in default), concerning the application for land registration submitted by the winner of the auction (the buyer), then in this case, the Land Office will temporarily suspend the application process for the transfer of the name of the object of the auction until there is a settlement. Between the disputing parties.

Whereas the auction process related to the execution auction of the mortgage object must comply with the applicable provisions, the transfer of the name to the auction object must be carried out carefully, carefully so as not to cause problems in the future.

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