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LEGAL PROTECTION OF DEBTORS AGAINST FORCED WITHDRAWAL OF MOTOR VEHICLES BY DEBCOLECTOR
(STUDY OF DECISION NUMBER 393/Pdt.G/2021/PN.Mdn)

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ABSTRACT

This study examines legal protection in the forced repossession of a motor vehicle by debt collectors, with particular reference to Judgment No. 393/Pdt.G/2021/PN.Mdn. It aims to analyze the legal framework governing financing relationships and the repossession of motor vehicles subject to fiduciary security, the forms of legal protection available to the parties concerned, and the legal considerations applied by the Medan District Court in resolving the dispute. The research employs a normative-juridical method with a descriptive-analytical approach, using statutory and conceptual approaches and relying on primary and secondary data. The findings show that the legal framework governing leasing and financing activities includes Minister of Finance Regulation No. 84/PMK.012/2006 on Financing Companies, Minister of Finance Decree No. 1169/KMK.01/1991 on Leasing Activities, and Financial Services Authority (OJK) Regulation No. 29/POJK.04/2014 on the Conduct of Financing Company Business. Legal protection against forced motor vehicle repossession encompasses preventive and repressive measures through regulations governing financing agreements, fiduciary security, and court-based dispute resolution mechanisms. More specifically, Judgment No. 393/Pdt.G/2021/PN.Mdn demonstrates an important distinction in the Plaintiff's legal position: the court recognized the Plaintiff as the owner of the disputed vehicle, while not granting all claims concerning the alleged unlawful acts (*perbuatan melawan hukum*). The partial granting of the claim consequently resulted in the Defendants being declared the losing party and ordered to pay the court costs. This distinction shows that the legal status of a consumer, debtor, and vehicle owner cannot be treated interchangeably, as each status may entail different legal rights and consequences in financing and fiduciary disputes. The study therefore emphasizes that leasing companies should not forcibly repossess motor vehicles from individuals or legal entities arbitrarily and without prior notification or explanation, while repossession practices must respect the legal position and rights of the parties concerned.

INTRODUCTION

Indonesia as a legal country that adheres to the concept of a *welfare state* places the state not only as a guardian of order and security, but also as a party that plays an active role in ensuring the welfare and legal protection of the community. The development of economic activities and community financing needs requires the existence of legal instruments that are able to provide certainty for creditors while protecting the interests of debtors. One of these instruments is a fiduciary guarantee that allows the debtor to continue to control and use movable objects that are used as collateral objects. This arrangement obtained a legal basis through Law Number 42 of 1999 concerning Fiduciary Guarantees as a form of surrender of ownership rights based on trust without handing over physical control of the object to the creditor (Sadiqien et al., 2025).

The development of public needs for motor vehicles as a means of transportation and supporting economic activities has also increased the use of financing facilities through *leasing* companies. The financing relationship basically places the *leasing* company as creditors and consumers bound by the agreement as debtors, with their respective rights and obligations based on the agreement (Faniyah & Alhadi, 2024). In its implementation, late payment can cause the debtor to be categorized as defaulting and give creditors the right to execute the object that is the object of fiduciary guarantee. However, the right of execution is not absolute because it must be carried out based on the procedures and limitations determined by laws and regulations (Putra, 2023).

Legal issues become more complex when *leasing* companies withdraw vehicles directly through *debt collectors*, especially without the consent of the party who controls the vehicle or through actions that are detrimental to the party. Siswani and Wabia (2025) place forced withdrawals as a matter of consumer protection and legal certainty in financing relationships. Meanwhile, Putra (2023) emphasizes that the right of creditors to execute collateral objects is still limited by legal procedures. Both perspectives show that the authority of finance companies cannot only be based on the existence of debt or default, but must also consider the legality of execution procedures and the legal position of the party who controls or owns the object of withdrawal.

These restrictions are even stricter after the Constitutional Court Decision Number 18/PUU-XVII/2019 which changed the meaning of Article 15 paragraph (2) and paragraph (3) of Law Number 42 of 1999 concerning Fiduciary Guarantees. The Constitutional Court emphasized that creditors cannot unilaterally determine the occurrence of breach of promise and immediately execute the object of guarantee if the debtor does not admit the existence of a default and is not willing to voluntarily surrender the object of collateral. Creditors can still execute directly if the parties have agreed to the occurrence of a default and the debtor voluntarily surrenders the object of fiduciary guarantee. If these two conditions are not met, execution must be carried out through legal mechanisms such as the implementation of court decisions that have permanent legal force (Andri et al., 2024).

The consequences of the decision strengthen the protection of parties facing execution actions while limiting the unilateral actions of *leasing* companies. Setiawan et al. (2025) show that forced withdrawal by *debt collectors*, especially when accompanied by violence or threats of violence, can even have criminal legal consequences. Thus, the issue of execution is not only related to the right of creditors to obtain repayment of receivables, but also to the basis of authority, withdrawal procedures, and legal standing of the parties to the object being executed.

This issue can be seen more specifically in Decision Number 393/Pdt.G/2021/PN.Mdn. This case is important because it does not solely confront the interests of the finance company with the debtor who has defaulted, but raises the issue of the authority of the finance company to withdraw the vehicle when the vehicle turns out to be related to the ownership rights of another party who is not the debtor in the financing agreement. The judge's consideration in the case shows that there is a juridical issue regarding the difference between the status of the debtor, consumer, and vehicle owner in determining the legitimacy of the execution action. This is also relevant because the court must balance the interests of creditors in obtaining receivables repayment with the protection of the rights of parties who have a legal interest in the vehicle (Sabila, 2026).

Previous research as shown by Faniyah and Alhadi (2024), Putra (2023), Siswani and Wabia (2025), Andri et al. (2024), and Setiawan et al. (2025) has generally discussed financing relationships, fiduciary guarantee execution procedures, consumer protection, and restrictions on vehicle withdrawals after the Constitutional Court Decision Number 18/PUU-XVII/2019. However, these studies have not specifically placed the difference in legal position

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between the debtor in the financing agreement and other parties who own the vehicle as the main issue in determining the limits of the financing company's authority to execute. This gap is important because the existence of default in the relationship between creditors and debtors does not automatically answer the issue of the legality of the withdrawal of objects when the ownership rights to the vehicle are in different parties.

Based on the *research gap*, this study aims to analyze the limits of the authority of the finance company in executing the object of fiduciary guarantee through *debt* collectors, especially when the vehicle being withdrawn belongs to another party who is not a debtor in the financing agreement, by making Decision Number 393/Pdt.G/2021/PN.Mdn as the object of study. This study also analyzes the form of legal protection and the judge's considerations in distinguishing the legal position of debtors, consumers, and vehicle owners. With this focus, this study provides a juridical contribution in the form of affirmation that the legality of the execution of fiduciary guarantees is not only determined by the existence of defaults and withdrawal procedures, but also by the clarity of the legal position and ownership rights of the parties to the object being executed.

METHOD

This research uses a type of normative juridical research that is guided by legal norms and rules as contained in laws and regulations and doctrines or principles in legal science. Normative juridical research in this study is applied by placing legal norms and court decisions as the main basis for examining the legality of the recall of motor vehicles which are the object of fiduciary guarantees and legal protection for parties who have rights to the vehicle (Irwansyah, 2020; Yanova et al., 2023). The nature of the research used is descriptive analytical to obtain a detailed and systematic picture of legal problems, then carefully analyze the facts and legal materials to obtain answers to research problems. The research approach includes a statute *approach* to examine provisions regarding consumer protection, *leasing*, and fiduciary guarantees; a *case approach* to analyze the legal facts and legal considerations of judges in Decision Number 393/Pdt.G/2021/PN.Mdn, especially regarding the basis for vehicle recalls, the legal position of the parties, and the protection of vehicle owners; and a *conceptual approach* that uses the concepts of legal protection, legal certainty, and law enforcement to assess the relationship between the authority of the financing company and the protection of the rights of parties who have a legal interest in the vehicle.

The legal materials in this study consist of primary, secondary, and tertiary legal materials. Primary legal materials include the 1945 Constitution of the Republic of Indonesia, the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, Law Number 42 of 1999 concerning Fiduciary Guarantees, Constitutional Court Decision Number 18/PUU-XVII/2019, and Medan District Court Decision Number 393/Pdt.G/2021/PN.Mdn. The Medan District Court Decision Number 393/Pdt.G/2021/PN.Mdn is placed as primary legal material as well as the main object of research that is normatively analyzed based on legal facts and judges' legal considerations. Secondary legal materials include law books, journal articles, expert opinions, and various literature related to consumer protection, fiduciary guarantees, and financing law. Tertiary legal materials are in the form of legal dictionaries and other supporting sources that are used to provide explanations of primary and secondary legal materials. All of these legal materials are collected, classified, and compiled systematically based on their relevance to the research problem.

The analysis of legal materials is carried out qualitatively by describing the legal provisions and relating them to the legal facts and judges' considerations in Decision Number 393/Pdt.G/2021/PN.Mdn. The qualitative approach is used because the research focuses on the process of analysis and interpretation of legal materials which are the basis for discussion through the statute *approach*, the *case approach*, and the *conceptual approach*. The legal materials that have been collected are then examined, processed, classified, and compiled systematically to obtain clarity regarding legal protection for consumers in the recall of motor vehicles that are the object of fiduciary guarantees. The results of the analysis are then used to assess the suitability between the provisions of laws and regulations, legal concepts, and their application in the case under investigation, especially regarding the limits of the authority of the financing company in recalling the vehicle and the legal position of the party who has the right to the vehicle. The conclusion is drawn using the deductive method, which is a reasoning process that departs from general legal provisions or principles to a specific conclusion in accordance with the research problem.

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RESULT AND DISCUSSIONS

Legal Protection for Consumers for Forced Withdrawal of Motor Vehicles Carried Out by Leasing

In case Number 393/Pdt.G/2021/PN.Mdn, the Medan District Court examined the dispute between Rusdi as the Plaintiff and PT Sinar Mitra Sepadan (SMS Finance) Medan as Defendant I and Sarman as Defendant II. The dispute began with a unit *of* a black Daihatsu Grand Max 3 Way PS AC 1.5 Pick Up car in 2008 with Police Number BK 9648 CC which according to the Plaintiff was obtained through a sale and purchase from Bahagia Surbakti on November 28, 2019 at a price of Rp54,000,000.00. The Plaintiff used the vehicle to support daily work, especially transporting a spice grinding machine, and stated that he never transferred his ownership to another party. Although the vehicle registration and BPKB are still recorded in the name of Andi Sembiring, the fact of buying and selling and controlling the vehicle is the basis for the Plaintiff to declare himself the owner of the vehicle. This condition shows that the first issue that needs to be analyzed in the case is the Plaintiff's legal position as the owner of the object of dispute even though changes in the administrative data of vehicle ownership have not been made. (Yanti & Darmayanti, 2023)

Legal problems arose when the Plaintiff lent the vehicle BPKB to Defendant II with the intention that the document could be used as collateral to obtain a loan. Defendant II then used the BPKB as collateral for working capital financing to Defendant I based on the Working Capital Financing Agreement Number 9019105820/FMU/12/19. The financing was provided in the amount of Rp37,200,000.00 for a period of 24 months, while the Plaintiff stated that he was never involved in the formation of the agreement between Defendant I and Defendant II. This fact shows that there is a difference between the granting of permission to use BPKB as collateral and the Plaintiff's position as a party to the financing agreement. The analysis of this relationship is important because the owner's consent to the use of vehicle documents does not necessarily place the owner as a debtor or a party bound by all the provisions of the financing agreement made between Defendant I and Defendant II. (Bangun et al., 2024)

Defendant II then experienced a delay in installment payments for 45 days due to his declining economic condition during the Covid-19 pandemic. The arrears prompted Defendant I to take collection actions which ultimately led to the withdrawal of the vehicle when it was controlled and used by the Plaintiff. On February 11, 2021, the Plaintiff was dismissed by a party claiming to be a *debt collector* SMS Finance and asked to hand over the vehicle on the grounds that there were arrears of installments in the financing agreement. The legal issue does not stop at the default of Defendant II, but also concerns whether the default gives Defendant I the authority to take the vehicle directly from the Plaintiff's possession. The existence of the financing relationship between Defendant I and Defendant II needs to be distinguished from the issue of legality of the way of exercising the right to the object of collateral because the validity of receivables does not automatically justify any form of withdrawal of the collateral object. (Prayuti et al., 2020; Rahmawati & Nurbaedah, 2025)

The plaintiff considered that the withdrawal of the vehicle had been carried out without an executory basis from the court, so he filed a lawsuit for unlawful acts (*onrechtmatige daad*). The plaintiff also postulated the existence of material losses because the vehicle used for work could no longer be operated so he had to rent a replacement vehicle of Rp150,000.00 per day, and claimed immaterial losses of Rp200,000,000.00. This argument shows that the assessment of the unlawful act needs to be directed at the relationship between the act of withdrawal, the Plaintiff's right to the vehicle, the losses caused, and the basis of Defendant I's authority to make a withdrawal. The existence of a fiduciary guarantee certificate does give a certain position to the fiduciary, but the implementation of this right must still be placed within the framework of the applicable execution procedure. This case therefore shows that the legal protection of consumers or object owners is not only concerned with the existence of substantive rights, but also the protection of the procedures used by creditors when exercising their rights. (Karmila, 2023)

Defendant I denied the lawsuit by stating that the Plaintiff had no legal relationship with him and administratively was not a party whose name was listed in the vehicle registration registration or BPKB. On this basis, Defendant I considered that the lawsuit contained *errors in persona*, vague, and did not meet the elements of unlawful acts as referred to in Article 1365 of the Civil Code. This argument needs to be analyzed by distinguishing between contractual relationships and harmed legal interests because the absence of a contractual relationship does not always mean that a person loses the right to file a lawsuit for unlawful acts. If a person is able to prove the existence of rights

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or interests that are harmed by the actions of other parties, the legal issues can shift from breach of contract to liability for acts that cause losses. Therefore, the status of the Plaintiff who is not a party to the financing agreement is actually one of the important aspects in assessing whether the actions of Defendant I against the vehicle controlled by the Plaintiff have an adequate legal basis. (Indriani et al., 2026)

Defendant II's statement provides another dimension to the construction of the case because Defendant II admitted that the vehicle belonged to the Plaintiff and BPKB was obtained through a loan from the Plaintiff to be used as collateral to obtain business capital. Defendant II also admitted to the delay in payment of installments for 45 days and stated that he had attempted to pay the arrears along with interest, but Defendant I asked for the payment of withdrawal fees of Rp10,000,000.00 or the repayment of all debts along with interest which was worth around Rp40,000,000.00. This information reinforces the separation of positions between the vehicle owner and the debtor in the financing agreement. At the same time, the fact that the Plaintiff provided BPKB to Defendant II to be used as collateral must be carefully considered because it shows that there was a form of prior approval for the use of vehicle documents as collateral. Legal analysis therefore needs to distinguish between approval of making BPKB as collateral, approval of the content of the financing agreement, and approval of the act of withdrawing the vehicle in the event of default. (Said et al., 2026)

From the evidentiary aspect, the Plaintiff submitted a number of written evidence and witnesses to show the ownership and control of the vehicle, including the BPKB loan and loan statement between Rusdi and Sarman and Andi Sembiring's statement regarding the sale and purchase of vehicles in cash to the Plaintiff. Andi Sembiring explained that the vehicle had been sold to the Plaintiff for Rp54,000,000.00 along with the submission of the STNK and BPKB, although the name change process had not been carried out. On the other hand, Defendant I submitted a financing agreement, Fiduciary Guarantee Deed Number 83 dated January 3, 2020, Fiduciary Guarantee Certificate Number W2.00002618.AH.05.01 of 2020, arrears warning letter, and minutes of vehicle handover. The evidence of both parties shows that this case cannot be simplified simply as a dispute of ownership or default because there is an intersection between vehicle ownership, the provision of guarantees by Defendant II, the rights of creditors based on fiduciary guarantees, and the mechanism of execution execution. The judge's assessment of the strength of each piece of evidence therefore determines whether Defendant I's actions can be justified as an exercise of the right of guarantee or actually meet the characteristics of the act that is detrimental to the Plaintiff's rights. (Jaya & Budiawan F, 2023; Meyda et al., 2021)

Based on the overall facts of the case, legal protection against the Plaintiff needs to be analyzed through a balance between the creditor's right to obtain repayment and the vehicle owner's right to obtain certainty and protection in the execution of execution. The fact of arrears of payment by Defendant II provides a basis for Defendant I to demand the fulfillment of obligations, but a different issue arises regarding the way in which the creditor realizes these rights to the vehicle that is in the possession of a party who is not the debtor in the financing agreement. The testimony of Defendant I's own witnesses shows that the withdrawal was made after Defendant II was in arrears of payment and had been given a warning, while the Plaintiff's evidence shows that there was a claim of ownership and control of the vehicle before the withdrawal was made. This construction shows the importance of the principle of prudence of the financing company in ascertaining the ownership status of the collateral object, the authority of the fiduciary, and the execution procedure before withdrawing the vehicle. Case Number 393/Pdt.G/2021/PN.Mdn ultimately shows that legal protection in consumer financing is not only determined by the debtor's obligation to meet its achievements, but also by the obligation of creditors to exercise their rights through mechanisms that provide legal certainty and prevent unilateral actions that can harm the owner of the collateral object.

Legal Considerations of the Panel of Judges of the Medan District Court in Decision Number 393/Pdt.G/2021/PN/Mdn

Based on the lawsuit, the defendants' answers, witness statements, and evidence submitted in case Number 393/Pdt.G/2021/PN.Mdn, the Panel of Judges first considered Defendant I's exception regarding the *obscuur libel* lawsuit and *error in persona*. The Panel considers that a lawsuit can be categorized as vague if the description of the sitting of the case, the legal relationship, the object of the dispute, or the relationship between *posita* and *petitum* is not clearly formulated. In this case, the Plaintiff has described the object of dispute in the form of a unit of Daihatsu Grand Max car with Police Number BK 9648 CC which is claimed to belong to him and has been used as collateral by Defendant II to Defendant I. The issue of vehicle ownership and the legal relationship of the parties, according to the Tribunal, has entered the subject matter of the case so that it must be proven in the examination of the main case. On this basis, the Panel of Judges rejected the exception regarding the escape lawsuit and considered that the Plaintiff's lawsuit was eligible for further examination. (Munib et al., 2025)

The Panel of Judges then considered Defendant I's objection which stated that the Plaintiff had no legal relationship with him because the Working Capital Financing Agreement Number 9019105820/FMU/12/19 was only made between Defendant I and Defendant II. In the context of a lawsuit for unlawful acts, the Panel referred to Article 1365 of the Civil Code which requires the existence of unlawful acts, errors, losses, and causal relationships between acts and losses. Proof of these elements is part of the subject matter of the case so it is not appropriate if it is decided only through an examination of execution. This consideration shows that the absence of a contractual relationship between the Plaintiff and Defendant I does not necessarily eliminate the Plaintiff's right to ask the court to assess actions that are considered detrimental to his legal interests. The Panel therefore rejected the exclusion of Defendant I and Defendant II and continued the examination of the substance of the dispute. (Akbar & Munandar, 2022)

In the examination of the subject matter, the Tribunal found the fact that the Plaintiff obtained the Daihatsu Grand Max vehicle through a sale and purchase at a price of IDR 54,000,000.00. The Plaintiff then gave the BPKB of the vehicle to Defendant II to be used as collateral to obtain loans from other parties. The problem arose after Defendant II made the BPKB as a financing guarantee for Defendant I and then experienced payment arrears. On February 11, 2021, the vehicle in the Plaintiff's possession was withdrawn by a party claiming to be a *debt collector* from Defendant I on the grounds that there were arrears in installments. Based on the facts admitted or not denied by the parties, the Tribunal concluded that the vehicle belonged to the Plaintiff, had been used as collateral for Defendant II's debt, and since February 2021 had been in the possession of Defendant I after the withdrawal. (Saija & Sudiarawan, 2021)

The Plaintiff's ownership of the vehicle is one of the important aspects in the consideration of the Panel of Judges. Defendant II admitted that the vehicle that was the object of the dispute belonged to the Plaintiff, while witness Andi Sembiring explained that the vehicle had been sold in cash to the Plaintiff in 2019 at a price of IDR 54,000,000.00 accompanied by the submission of the STNK and BPKB. The evidence of the P-2 letter also shows that there was an agreement between the Plaintiff and Defendant II regarding the loan of BPKB to be used as collateral for the loan of money to other parties. Based on the conformity between the written evidence, the confession of Defendant II, and the witness statement, the Panel stated that the Daihatsu Grand Max vehicle Police Number BK 9648 CC was proven to belong to the Plaintiff. These considerations show that the recording of names in vehicle documents is not the only basis used by the Tribunal to determine ownership because the judge also considers the evidence of the transaction and the fact of possession of the object.

The Panel then assessed the validity of the financing agreement between Defendant I and Defendant II and the position of the vehicle as the object of collateral. Evidence P-4 and TI-1 showed that Defendant I and Defendant II had bound themselves in a working capital financing agreement, while the fiduciary guarantee had been registered and issued a Fiduciary Guarantee Certificate Number W2.00002618.AH.05.01 of 2020. In its development, Defendant II was in arrears so that Defendant I sent a warning letter and then withdrew the vehicle that was the object of the guarantee. Although the Plaintiff objected to the withdrawal, the Panel considered the content of the agreement between the Plaintiff and Defendant II which expressly granted permission to use BPKB as loan collateral to other parties. The Tribunal interpreted the agreement as the basis that Defendant II's action of making BPKB as a guarantee to Defendant I did not contradict the initial agreement between the Plaintiff and Defendant II. (Lestari et al., 2022) (Lubis & Harahap, 2023)

Based on this construction, the Panel applied Article 1320 of the Civil Code regarding the conditions for the validity of the agreement and Article 1338 of the Civil Code regarding the binding power of agreements made legally. The Panel is of the view that the failure to directly mention Defendant I in the agreement between the Plaintiff and Defendant II does not cause the financing agreement between Defendant I and Defendant II to be invalid. The

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Plaintiff's agreement to lend BPKB to be used as collateral to other parties is considered to have provided a basis for Defendant II to use the BPKB in obtaining financing. Based on these considerations, the Panel stated that there was no evidence of unlawful acts committed by Defendant I and Defendant II related to the agreement. Consequently, the Plaintiff's claim requesting that the defendants' actions be declared as unlawful acts was not granted.

The Panel also rejected the application for a revindication seizure (*revindicatoir beslag*) against the vehicle submitted by the Plaintiff. The Panel explained that the revocation seizure was in principle applied to movable goods belonging to the plaintiff that were in the possession of another party without rights and intended for the goods to be returned to the owner. Although the Plaintiff was proven to be the owner of the vehicle, the Tribunal considered that the existence of the vehicle in the possession of Defendant I could not be declared without legal basis because the Plaintiff had previously given approval to Defendant II to use the vehicle's BPKB as collateral for the loan. The plaintiff also did not submit a specific application during the trial detailing the object to be confiscated as considered by the Panel based on the provisions of Article 226 paragraph (1) of the HIR and Article 714 Rv. Because these requirements were not met, the Tribunal rejected the claim regarding the confiscation of the reindication and other demands that depended on the granting of the application.

The final decision showed that the Panel of Judges granted the Plaintiff's lawsuit only in part by declaring the Plaintiff as the legal owner of the Daihatsu Grand Max vehicle Police Number BK 9648 CC along with proof of ownership, while the other claims were rejected. The Panel also sentenced Defendant I and Defendant II to pay the case fee of Rp1,188,000.00. Juridically, this decision shows that there is a distinction between the right to ownership of the vehicle and the validity of the use of the vehicle as an object of collateral, because the recognition of the Plaintiff's ownership does not automatically cause the financing agreement and the defendants' actions to be declared as unlawful acts. The decision also shows the importance of prudence of vehicle owners when providing BPKB to other parties, because approval of the use of BPKB as collateral can cause legal consequences for the vehicle if the party receiving financing does not fulfill its obligations. Therefore, case Number 393/Pdt.G/2021/PN.Mdn provides an illustration that legal protection for vehicle owners must be analyzed in a balanced manner with the binding power of the agreement, fiduciary guarantee status, and proof of the consent of the parties.

CONCLUSION

Based on the results of the research, the legal regulation regarding *leasing* or finance companies in Indonesia shows the development from the previous regulatory regime towards a more up-to-date legal framework for finance companies. Regulation of the Minister of Finance No. 84/PMK.012/2006 concerning Finance Companies, Decree of the Minister of Finance No. 1169/KMK.01/1991 concerning Leasing Activities, as well as the regulations of the Financial Services Authority that developed thereafter need to be placed in accordance with the status of enforceability and the development of its regulations. In the context of the latest regulations, the business administration of finance companies has undergone an update through Financial Services Authority Regulation Number 46 of 2024 concerning the Development and Strengthening of Finance Companies, Infrastructure Finance Companies, and Venture Capital Companies, as amended by Financial Services Authority Regulation Number 35 of 2025. The development of the regulation confirms that the implementation of financing activities, including actions against the object that is collateral, must be carried out based on the applicable legal provisions and does not give the authority to finance companies to execute arbitrarily.

Legal protection for parties facing forced withdrawal of motor vehicles by *leasing companies* includes preventive and repressive protection. Preventive protection is realized through certainty in financing agreements, fiduciary guarantees, and the obligation of finance companies to exercise their right of execution in accordance with legal provisions, while repressive protection is provided through a dispute resolution mechanism in court when the act of withdrawal is detrimental to the rights of interested parties. The findings of the study show that the authority of the finance company to execute the vehicle is not only determined by the existence of a default in the financing relationship, but must also consider the execution procedure and the legal position of the party who has the right to the vehicle. Thus, the financing company's rights to the collateral object are still limited by the protection of the rights of the vehicle owner and the applicable legal procedures.

The legal considerations of the Panel of Judges in the Medan District Court Decision Number 393/Pdt.G/2021/PN.Mdn show the main finding that the court recognized the Plaintiff as the legal owner of the vehicle that was the object of the dispute, but did not grant all his demands. The recognition of the ownership rights does not necessarily cause all actions of Defendant I and Defendant II to be declared as unlawful acts because there are problems regarding the use of vehicle BPKB as collateral and the construction of legal relations between the parties. This finding confirms the difference between the position as a vehicle owner and the position as a debtor in the financing relationship, so that the legality of the action against the collateral object cannot be determined solely based on the existence of a debt-receivables relationship. The Panel of Judges granted the Plaintiff's lawsuit in part, rejected the lawsuit for other and the rest, and sentenced Defendant I and Defendant II to pay the case fee of Rp1,188,000.00 (one million one hundred and eighty-eight thousand rupiah). Thus, the juridical contribution of the decision lies in the affirmation that the recognition of ownership rights over the vehicle must be distinguished from the assessment of the validity of the guarantee relationship and the fulfillment of the elements of unlawful acts.

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