

Efforts to Execute Warehouse Receipt Guarantees Through the Hara System

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Abstract— The high risk faced by creditors as holders of collateral rights for warehouse receipts during execution due to debtors defaulting, makes the collateral warehouse receipt system less attractive to financing institutions, both banking and non-banking. Therefore, participation by the private sector is needed to optimize the development of the warehouse receipt system, especially in terms of offering objects in warehouse receipts. This research is legal research using a statutory approach and conceptual approach. The aim of this research is to provide recommendations for developing warehouse receipt system management through the private sector. Based on the results of the study, the HARA platform can be a solution to minimize the risk of reducing the value of warehouse receipt objects as collateral for financing agreements. With decentralized data exchange on the HARA platform, holders of collateral rights to warehouse receipts can make offers as in a marketplace. So the warehouse receipts offered can be accessed generally via the HARA platform. This is a form of implementing underhand sales execution as stated in Article 16 of the WRS Law. So, in terms of carrying out this execution, it must comply with the applicable laws and regulations.

Keywords— Execution, HARA, guarantee.

I. INTRODUCTION

A. Background

The warehouse receipt system is a form of government concern for the economy in Indonesia, especially agricultural commodities. The warehouse receipt system is expected to make it easier for farmers to store agricultural, plantation and even fishery commodities in certain accredited warehouses as evidenced by commodity ownership receipts (warehouse receipts) which can be stored, traded, or even used as collateral to obtain credit facilities at banks (vide Article 1 point 1 of Law No. 9 of 2006 concerning Warehouse Receipt Systems).

If a warehouse receipt is used as collateral in a credit agreement with a bank, it is called a warehouse receipt system. The existence of the warehouse receipt system in Indonesia has received legal protection with the promulgation of Law Number 9 of 2006 concerning the Warehouse Receipt System as amended in Law Number 9 of 2011 concerning Amendments to Law Number 9 of 2006 concerning the Warehouse Receipt System (hereinafter referred to as the Warehouse Receipt System Law).

The government's efforts to provide convenience to the public regarding the warehouse receipt system are not only contained in the Warehouse Receipt System Law. In 2020, the government through Minister of Trade Regulation No. 33 of 2020 concerning Amendments to Minister of Trade Regulation Number 37/M-

DAG/PER/11/2011 concerning Goods and Requirements for Goods That Can Be Stored in the Warehouse Receipt System, with reference to Bank Indonesia Regulation Number 14/15/Pbi/2012 concerning Valuation Commercial Bank Asset Quality; The Decree/Regulation of the Head of CoFTRA Regarding the Warehouse Receipt System, provides breadth for goods that can be objects of the warehouse receipt system as credit collateral at banks in the form of commodities that are easy to store for a certain period of time, can be moved and traded. Commodities as previously referred to are commodities which are agricultural or plantation products such as rice, corn, grain, wheat, coffee, cocoa, rattan, rubber, salt, etc.; or fisheries commodities to frozen chicken.

The expansion of the warehouse receipt system object is apparently not enough to make the warehouse receipt system in Indonesia attractive to banks as a form of collateral for promising financing credit. It seems that the existing problems occurred in the implementation of the warehouse receipt system as an object of collateral for financing credit, not in legal protection for the parties. Namely technical problems, as follows:[1]

1. the absence of a clear national or regional roadmap regarding the potential and implementation of the warehouse receipt system;
2. the minimal role of local government in developing facilities and infrastructure for warehouse maintenance;

3. warehouse managers who do not have sufficient entrepreneurial and managerial skills;
4. lack of knowledge of relevant stakeholders about warehouses, their locations, and the commodities that can be stored therein;
5. The role of the Commodity Futures Trading Supervisory Agency (Bappebti) is still passive in involving the private sector and increasing the connectivity of the warehouse receipt system.

The problems as previously described are inhibiting factors for the warehouse receipt system to become an object of collateral for financing credit, especially for owners of warehouse receipts with agricultural commodities. This is because if it is proven that a default has occurred, creditors will have difficulty executing the warehouse receipt guarantee. The lack of banking confidence regarding the risk of decreasing the quality of the warehouse receipt system collateral objects that are stored has resulted in a decrease in the value of the collateral objects coupled with little interest from buyers because they prefer to buy from middlemen because they have more affordable prices. This is an obstacle in carrying out execution due to the value of commodity objects which tends to change and the lack of interest in agricultural commodities.

Even though it has fulfilled the 5C principles (character, capacity, capital, collateral, and conditions) as a collateral object of a banking credit agreement, and has legality as stipulated in statutory regulations. However, until now there are not many banks, both government banks (BUMD/BUMN) and private banks that accept credit guaranteed by the warehouse receipt system in Indonesia. There is a need for new innovations that can provide convenience and protection for parties in minimizing losses or decreases in the value of collateral objects in the warehouse receipt system. This can be done by involving the private sector which can offer a warehouse receipt system at market places so that it can be reached generally by companies, countries or even communities who need supplies of agricultural commodities.

HARA is a platform that operates in the field of agricultural data exchange with a focus on developing the agricultural sector. Smart contract based. HARA provides various conveniences for data providers and data buyers to exchange on the HARA platform which is safe, transparent and traceable because it uses blockchain technology.[2]The data available on the

HARA platform is data related to agricultural development, such as data related to plants planted, management methods, harvest schedules, and data on harvest results from agriculture. HARA is one of the markets operating in the agricultural sector that is developing in several developing countries with a farming background such as Indonesia, Vietnam, Thailand, Kenya, Uganda, and so on.

Having a vision to help developing countries gain access to agricultural data and market information that can reduce losses to productivity and increase profits in the agricultural sector, makes HARA one of the private parties that has the opportunity to increase the connectivity of the warehouse receipt system in Indonesia. So it is interesting to study further regarding efforts that can be made to minimize losses or decrease in value in the execution of warehouse receipt system guarantee objects in Indonesia through the private sector such as HARA in the research "Efforts to Execute Warehouse Receipt Guarantees Through the HARA System".

B. Research methods

This research is normative juridical research or legal research which is research using reading studies as a source of primary data in the form of positive law and other supporting legal materials.[3]By using the approach legislation (statute approach), and conceptual approach, which will be analyzed using primary, secondary and tertiary legal materials through in-depth and comprehensive analysis. So as to produce a discussion that can be an answer to the topic issue in this study.

II. DISCUSSION

1. Warehouse Receipt System Warranty Execution Review

Execution Guarantee is a process in which the party providing collateral or collateral is used by the creditor as payment or compensation if the debtor fails to fulfill its obligations in accordance with the credit agreement (main agreement). This generally occurs when the debtor fails to pay the debt or fails to fulfill its obligations according to the agreed agreement.

Execution literally means "execution", as in HIR or Rbg, the meaning of execution is the same as the meaning of carrying out a court decision (ten uitvoer legging van vonnissen).[4]This is in line with opinion Prof. Subekti gives the meaning of execution as the implementation of

a decision (execution force).[5] However, a different opinion was expressed by Herowati Poesoko who stated that apart from executions which were carried out as implementation of court decisions, there were also executions which were not only limited to court decisions which had permanent legal force. However, there is a main requirement for an execution, namely that it must have a "title"[6]. Where in the title there is a person's "rights" that must be implemented (parate execution).[7]

Regardless of the definition of execution, execution of collateral for the main agreement in the form of a credit financing agreement can be carried out when the debtor is proven to have breached his contract. A breach of contract or default as regulated in 1243 Burgerlijk Wetboek states that:

“Compensation for costs, losses and interest due to non-fulfillment of an obligation begins to be mandatory, if the debtor, even though he has been declared negligent, still fails to fulfill the obligation, or if something that must be given or done can only be given or done within a time that exceeds the specified time.”.

The benchmarks for things that can be said to be a default are as follows:[8]

- a. Delays in implementing achievements: One common form of default is delay in fulfilling obligations according to the time specified in the contract. For example, if a contractor fails to complete a construction project on time according to the contractual agreement, this could be considered a breach of contract.
- b. Non-compliance with performance: Default can also occur when a party involved in a contract fulfills its obligations, but the results do not meet the standards agreed upon in the contract. For example, if a supplier sends goods that are damaged or do not comply with the specifications agreed upon in the contract, that is a form of breach of contract.
- c. Refusal to carry out performance: If one of the parties expressly refuses to carry out its obligations according to the contract without a valid reason, it can also be considered a breach of contract.
- d. Inability to carry out achievements: In some cases, circumstances beyond the control of the party in breach of contract (pure circumstances or forced circumstances) may result in their inability to fulfill

their obligations, which in some cases may be considered a breach of contract.

If the debtor has fulfilled the elements of default, the creditor can execute the guarantee through the sale of the collateral object to pay off the receivables. [9] In general, execution in civil law is divided into 2, namely: [10]

- a. Execution Based on Executorial Title
 - 1) Execution on orders and led by KPN;
 - 2) Execution of Notarial Deed Based on Article 224 HIR (court fiat);
 - 3) Execution other than court decisions and grosse acte (court fiat);
 - 4) Deed Execution Based on Executorial Title.
- b. Execution Without Executorial Title
 - 1) Execution Parate;
 - 2) Underhand Sales.

For debtors who fail to carry out their obligations or achievements as stated in an agreement, especially in credit agreements with an accessory agreement in the form of a guarantee agreement, the creditor's privilege with the guarantee is that they have the right of prepayment (droit de preference). This is always attached to the material guarantee institution as a preferred creditor. Likewise for creditors with warehouse receipt system guarantee institutions, Article 1 number 9 of the WRS Law states that the security right for warehouse receipts contains the nature of priority repayment (droit de preference). The right to execute warehouse receipt guarantees is regulated in Article 16 of the WRS Law which states:

- 1) If the giver of the Guarantee Rights breaks his promise, the recipient of the Guarantee Rights has the right to sell the collateral object under his own authority through a public auction or direct sale.
- 2) The recipient of the Security Rights has the right to collect the receivables from the sales proceeds as intended in paragraph (1) after deducting sales costs and management costs.
- 3) The sale of collateral objects as intended in paragraph (1) can only be carried out with the knowledge of the party giving the Guarantee Rights.

Through Article 16 of the WRS Law, the law mandates that creditors have the right to execute debtors' debts through public auction or direct sale without requiring a

court order (private sale). The cost reduction as intended in paragraph (2) is the right to management costs, which include storage costs and insurance costs for collateral objects in the warehouse. In terms of execution, whether through public auction or private sale, it must be carried out with the knowledge of the debtor.

Furthermore, execution is not as easy as when the warehouse receipt which is collateral for the credit agreement will be executed as stated in the provisions of Article 16 of the WRS Law, but is subject to other articles which are an integral part of the implementation of the warehouse receipt system. Article 14 of the WRS Law states that the imposition of security rights on warehouse receipts must be made in a deed of security rights agreement.

Therefore, every legal action imposed on the object of the warehouse receipt guarantee is proven by the existence of a deed of guarantee rights agreement so as to provide legal protection for both the guarantor and the recipient of the guarantee. The deed of guarantee rights agreement can be executed by authentic deed or privately.[11] Where the deed of agreement on security rights must be notified to the Registration Center and warehouse management as a security right (see Article 17-19 of Government Regulation No. 36 of 2007 concerning Implementation of Law Number 9 of 2006 concerning the Warehouse Receipt System).

So with this notification, there will be an increase in parties who are bound either directly or indirectly to the warehouse receipt system as collateral for the credit agreement. The parties are 1) Debtor (guarantee); 2) Creditor (guarantee recipient); 3) Registration Center and Warehouse Management; 4) Warehouse Receipt Supervisory Agency; 4) Conformity Assessment Institute; and 5) Warehouse Receipt guarantee institution (if registered)[12]. Although the execution of the warehouse receipt guarantee can be carried out through a public auction or direct sale, in accordance with the provisions of Article 16 paragraph (3) of the WRS Law, the execution is carried out with the knowledge of the Debtor.

Government Regulation no. 36 of 2007 concerning the Implementation of Law Number 9 of 2006 concerning the Warehouse Receipt System (hereinafter referred to as PP No. 36 of 2007) Article 22 and article 23 explain that the execution of warehouse receipts as collateral for credit agreements either through public auctions or

direct sales must notify the debtor (guarantee), warehouse manager and registration center in writing no later than 3 days before the execution takes place.

The notification shall at least contain a) description of the goods including type, quality level, quantity and class (if any); b) the price offered; and 3) time and place of collateral execution.[13] The notification made by the creditor (recipient of the guarantee) is a form of summons to the debtor regarding the debt. The three days before the execution can be seen as giving the debtor time to pay off his debt.[14]

It seems that the provisions regarding the regulation of the execution of warehouse receipts as collateral for credit agreements as regulated in the WRS Law and the implementing regulations under it actually give rise to quite complex problems in their implementation. These problems are as follows:

- a. The absence of an obligation to register the encumbrance of collateral rights for warehouse receipts by issuing certificates that have executorial titles, this creates a juridical problem regarding the basic authority in carrying out executions without a court decision;[15]
- b. Written notifications made by creditors (guarantee recipients) to debtors (guarantee providers), warehouse managers and registration centers before execution are considered ineffective and can give rise to other legal problems if the debtor does not accept this.

The provisions for guarantee execution for the warehouse receipt system have actually been regulated in detail through statutory regulations and their derivatives by the government, specifically regulated in technical regulations by the ministry through Bappebti.

However, the lack of interest in executing guarantees for the warehouse receipt system, either through private sales or public auctions, hampers the execution process and can cause warehouse receipt objects to experience a decline in quality which can impact the selling value of warehouse receipt objects, especially in the agricultural sector.

2. Guarantee Execution Mechanism Through the HARA System

The execution of warehouse receipts as collateral for credit agreements in Indonesia as regulated in the laws and regulations regarding the warehouse receipt system,

was created to facilitate the process of repaying debts by creditors. The government has been mandated by Article 16 of the WRS Law that one form of execution that can be carried out by creditors as a form of debt repayment is a public auction. The auction mechanism for warehouse receipts which are used as collateral is regulated in the Regulation of the Minister of Finance of the Republic of Indonesia Number 27/PMK.06/2016 concerning Instructions for Implementing Auctions (hereinafter referred to as PERMENKEU 27/2016).

If referring to PERMENKEU 27/2016, creditors, in the event that they are going to hold a public auction for collateral objects, are required to announce the auction through a newspaper no later than 6 (six) days before the auction is held. Although the auction implementation process as regulated in PERMENKEU 27/2016 provides an opportunity for auction implementation quickly. However, apparently there are still obstacles in its implementation, namely that auctions cannot be carried out in every region because the number of State Receivables and Auction Service Offices (KP2LN) is limited.

This makes creditors tend to choose execution using the underhand sales method because it is considered more effective and makes it easier to obtain reimbursement for their receivables. But apparently this is a particular concern for debtors, because the requirement to execute the warehouse receipt guarantee rights as stated in 16 UUSRG is carried out with only a notification letter no later than 3 days before the execution is carried out to the debtor (see Article 22 PP No. 36 of 2007). Debtors' concerns are about misuse by creditors to act in bad faith by making arbitrary sales.[16]

Apart from concerns by debtors, another thing that can hinder the process of carrying out both public auctions and private sales by creditors is that there tends to be little interest in warehouse receipt objects for agricultural commodities (minimal buyers). This is because more parties choose to buy from middlemen at relatively cheap prices and easier transfer.[17] This is the kind of risk that banks fear as creditors with collateral for warehouse receipts for agricultural commodities in Indonesia.

This has been realized by the central government, especially Bappeti, which stated that regarding the development of the warehouse receipt system in Indonesia, there are still several shortcomings that

hinder this development, one of which is the lack of supporting facilities and connections for managing the warehouse receipt system. The connection in question is related to the management's relationship with the regional government, Regional Owned Enterprises and the private sector as support for economic management through a warehouse receipt system.[18]

The low level of local government engagement can be overcome by increasing the regional budget aimed at managerial development and warehouse receipt development. Especially in areas with the agricultural sector. Furthermore, this can be done by increasing private sector participation in developing the warehouse receipt system in Indonesia. Private sector participation acts as a buyer of agricultural commodities in the warehouse. Apart from that, there needs to be an adjustment between the sales value of the middleman and other related parties. This is done to provide profits from the harvest to farmers, so that the prices offered are consistent between one another.

Private sector linkages can also have a massive influence on the development of the warehouse receipt system in Indonesia. Private sector participation in developing a warehouse receipt system in Indonesia must be accompanied by transparency regarding pricing, tracking systems and insurance that need to be emphasized to reduce risks for potential partners.[19] Opportunities for private sector participation in developing a warehouse receipt system to improve the investment climate in order to increase foreign investment in Indonesia.[20] This is done with the B-READY (business ready) system, which is an international business program with parameters that focus on public services at the microeconomic layer which can have an impact on the Company's performance.

In short, this is the development of the country's economy by the community with medium-sized businesses which can provide benefits to companies, namely in the form of credit financing by international private parties.[21] Another option that can increase investment and the economy in developing a warehouse receipt system is to offer commodities contained in warehouse receipts through a market place or marketplace. This offer can not only be accessed in Indonesia, but also globally like marketplaces in general.

The existence of this market place can be a solution to the lack of buyers or enthusiasts for agricultural commodities in warehouses, because they can be reached easily via the internet (online).

Apart from that, offering through the marketplace can make it easier for creditors with the right to guarantee warehouse receipts in carrying out execution if the debtor defaults. The obstacle currently being experienced is that there is no market that offers agricultural commodities in the form of storing objects in warehouses with warehouse receipts. However, this can be minimized with platforms operating in the agricultural sector such as HARA.

As a platform operating in the agricultural sector by offering real-time data exchange products based on smart contracts. The concept of data exchange in the HARA ecosystem is that the data owner will input data related to farming and agriculture, then the data will be assessed and analyzed by stakeholders before it can finally be purchased by data buyers.

For this data, both data owners and assessing stakeholders will receive incentives in the form of HARA tokens which can be exchanged for rupiah. Likewise, data buyers will pay a number of HARA tokens to be able to access the available data.[22]

HARA stated that data exchange on their platform will be safe because it is carried out using smart contracts using blockchain technology. Apart from offering products in the form of decentralized data exchange regarding agricultural and agricultural data, HARA has two other products, namely Hara Token Cryptocurrency (HART), and HARA X MFS. The decentralized data exchange process on the HARA platform is facilitated by data acquisition applications in its implementation. Data exchange in HARA products occurs in the HARA ecosystem which can only be accessed by registered HARA members. The HARA ecosystem consists of four stakeholders, namely:[23]

1. Data Providers, namely data owners or suppliers in the HARA ecosystem, farmers, data companies, cooperatives, NGOs, field agents and governments.
2. Buyer Data, namely buyers of analyzed data, such as banks, insurance companies, agricultural input suppliers, local communities and individuals.
3. Value added Services, is the party that carries out analysis of the data that has been input by the data

owner with the knowledge possessed by the value added services party. Therefore, those who can be parties to value added services are academics, data analysis companies, financial technology, and agricultural technology companies.

4. Data Qualifiers, is someone who adds value to the data input by the data provider by providing verification. Parties who can join as data qualifiers are HARA token owners.

In the case of the HARA platform as a recommendation for market places to offer agricultural commodities that are in storage warehouses and proven by warehouse receipts, this is by inputting data regarding the warehouse receipt that will be offered.

Of course, in this case, both the warehouse receipt owner or the creditor as the holder of collateral rights must register with the HARA ecosystem as a Data Provider. Furthermore, the warehouse receipt system that has been input will be assessed by other stakeholders (value added services and data qualifier). Verified data will be accessible to the data buyer.

Data buyers can make further offers with the data provider via the available application using the chat room feature in it.[24]With the concept and convenience offered by the HARA platform, it can indirectly become a market place for its stakeholders.[25]With a broad stakeholder reach and not only limited to Indonesia, this can open up economic opportunities and improve the investment climate in Indonesia.

Apart from that, it can facilitate execution by creditors as holders of collateral rights for warehouse receipts if the debtor defaults. This execution process is the same as the execution of a legal private sale carried out by a creditor as mandated by Article 16 of the UUSRG while still referring to the provisions of the applicable laws.

The conveniences as described above can minimize the reduction in the selling value of agricultural commodities as collateral for warehouse receipts. Because by selling through market places, the price that can be offered is an international price, with facilities and transparency regarding the quality and quantity of the warehouse receipt object. So this recommendation can increase participation and easier credit financing opportunities with warehouse receipt collateral in Indonesia.

III. CONCLUSSION & SUGGESTION

A. Conclusion

Executing guarantees against debtors who default on credit financing agreements is an effort that can be made by creditors to obtain repayment of their receivables. In the case of a warehouse receipt as the object of collateral for a credit financing agreement, the execution of the guarantee can be carried out using two types of execution as stated in Article 16 of the WRS Law, namely by executing a public auction or private sale. The SRG Law mandates that executions can be carried out easily and quickly. However, it seems that there are still obstacles to the implementation of this execution, one of which is the lack of participation from the private sector in developing the warehouse receipt system. This can be minimized by making offers through the market place or marketplace. HARA as one of the platforms operating in the agricultural sector can be the answer to this problem. With decentralized data exchange products, making HARA a platform that can be accessed online. Warehouse receipt holders can make offers to buyers via the available application. This can minimize the risk of decreasing the selling value of agricultural commodities because the prices offered are international prices.

B. Suggestion

For the government, there needs to be an approach to the private sector that is not only limited to managing warehouses for storing agricultural commodities in Indonesia. However, the private sector can be a forum for offering warehouse receipt objects through online media or marketplaces that can be accessed by anyone.

For HARA, it is necessary to develop an acquired data application that can be accessed by parties interested in joining the HARA ecosystem, by making it easier to access account creation and application usage procedures in data exchange products.

The public, especially warehouse receipt holders or owners, can utilize the private sector such as HARA to make offers for warehouse receipt objects. so that the object has the opportunity to get the best offer from the buyer.

REFERENCES

A. Legislation

- [1] Undang-Undang Dasar Negara Republik Indonesia Tahun 1945;
- [2] Burgerlijk Wetboek;

- [3] Undang-Undang Nomor 9 Tahun 2006 tentang Sistem Resi Gudang;
- [4] Undang-Undang Nomor 9 Tahun 2011 tentang Perubahan Atas Undang-Undang Nomor 9 Tahun 2006 tentang Sistem Resi Gudang;
- [5] Peraturan Pemerintah No. 36 Tahun 2007 tentang Pelaksanaan Undang-Undang Nomor 9 Tahun 2006 tentang Sistem Resi Gudang;
- [6] Peraturan Menteri Keuangan Republik Indonesia Nomor 27/PMK.06/2016 tentang Petunjuk Pelaksanaan Lelang;
- [7] Permendag No. 33 tahun 2020 Tentang Perubahan Atas Peraturan Menteri Perdagangan Nomor 37/M-DAG/PER/11/2011 Tentang Barang dan Persyaratan Barang Yang Dapat Disimpan Dalam Sistem Resi Gudang;
- [8] Peraturan Bank Indonesia Nomor 14/15/Pbi/2012 Tentang Penilaian Kualitas Aset Bank Umum;
- [9] Surat Keputusan/Peraturan Kepala Bappebti Mengenai Sistem Resi Gudang.

B. Book

- [10] Harahap, M. Yahya, 1995, Ruang Lingkup Permasalahan Eksekusi Bidang Perdata, Gramedia, Jakarta.
- [11] _____, 2017, Hukum Acara Perdata: Gugatan, Persidangan, Penyitaan, Pembuktian, dan Putusan Pengadilan” edisi kedua, Sinar Grafika, Jakarta.
- [12] Hernoko, Agus Yudha, 2014, “Hukum Perjanjian: Asas Proposionalitas dalam Kontrak Komersial”, Kencana, Jakarta.
- [13] Marzuki, Peter M. 2009, “Penelitian Hukum”, Kencana. Jakarta.
- [14] Muhaimin, 2020, Metode Penelitian Hukum, Mataram University Press, Mataram.
- [15] Nugraheni, Ninis, 2020, “Hak Jaminan Atas Resi Gudang”, Scopindo Media Pustaka, Surabaya.
- [16] Poesoko, Herowati 2007, Parate Excecucie Obyek Hak Tanggungan (Inkonsistensi, Konflik Norma dan Kesesatan Penalaran dalam UUHT), LaksBang Pressindo, Yogyakarta, Cet.I,
- [17] Subekti, 1989, Hukum Acara Perdata, Bina Cipta, Jakarta.
- [18] Susanti, Dyah Ochtorina dan A’an Efendi, 2018, Penelitian Hukum, Sinar Grafika, Jakarta.

C. Journal/Article

- [19] Bank Indonesia, 2017, Kajian Peningkatan Pemanfaatan Sistem Resi Gudang. Diakses melalui <https://www.bi.go.id/id/umkm/penelitian/Docume>

- nts/Buku%20BI%204_Kajian%20Peningkatan%20Resi%20Gudang.pdf (diakses pada 11 Oktober 2023)
- [20] Fauzi, Aziza, 2023, Meningkatkan Partisipasi Petani dalam Sistem Resi Gudang, Center for Indonesia Policy Studies: Ringkasan Kebijakan No. 17. (diakses pada tanggal 8 Oktober 2023).
- [21] Nugraheni, Ninis, Nikmah Mentari, Belgis Shafira, 2022, 'The Study of Smart Contract in the Hara Platform under the Law of Contract in Indonesia', Scholars International Journal of Law, Crime and Justice, Vo. 5, Issue 7, 2022.
- [22] Rarasmitha, Dwi Ayu, 2023, Pemenuhan Penilaian Aspek Transaksi Berjaminan Dalam Business Ready (B-READY) Sebagai Upaya Perbaikan Iklim Investasi Indonesia, Open Access, Vol. 1 No. 3.
- [23] Shafira, Belgis, 2023, Analisis Data Exchange Virtual Property Dalam Produk Platform Hara, Skripsi, Universitas Hang Tuah, Surabaya.
- D. Website**
- [24] HARA, 2019, "Blockchain untuk Pilihan yang Lebih Baik: Pertukaran Data Berbasis Blockchain Secara Global & Tranparan, Whitepaper v1.03, 2019" diakses pada tanggal 8 Oktober 2023.
- [25] Aziza Fauzi, Meningkatkan Partisipasi Petani dalam Sistem Resi Gudang, Center for Indonesia Policy Studies: Ringkasan Kebijakan No. 17, Januari 2023, hal 4-6. (diakses pada tanggal 8 Oktober 2023).
- [26] HARA, "Blockchain untuk Pilihan yang Lebih Baik: Pertukaran Data Berbasis Blockchain Secara Global & Tranparan, Whitepaper v1.03, 2019" diakses pada tanggal 8 Oktober 2023.
- [27] Peter M. Marzuki "Penelitian Hukum", Kencana. Jakarta, 2009, hal. Baca puluh Dyah Ochtorina Susanti dan A'an Efendi, Penelitian Hukum, Sinar Grafika, tahun 2018. h 115 dan Muhaimin, "Metode Penelitian Hukum", Mataram University Press, Mataram, 2020, hal 46.
- [28] M. Yahya Harahap, Ruang Lingkup Permasalahan Eksekusi Bidang Perdata, Gramedia, Jakarta, 1995, hal. 5. Dalam buku Ninis Nugraheni, Hak Jaminan Atas Resi Gudang, Scopindo, Surabaya, 2020, hal. 146.
- [29] Subekti, Hukum Acara Perdata, Bina Cipta, Jakarta, hal. 128. Baca juga M. Yahya Harahap, "Hukum Acara Perdata: Gugatan, Persidangan, Penyitaan, Pembuktian, dan Putusan Pengadilan" edisi kedua, Sinar Grafika, Jakarta, 2017, hal. 397.
- [30] Titel sebagaimana yang dimaksud adalah titel eksekutorial yang disebut irah-irah berbunyi "Demi Keadilan Berdasarkan Ketuhanan Yang Maha Esa".
- [31] Herowati Poesoko, Parate Excecucie Obyek Hak Tanggungan (Inkonsistensi, Konflik Norma dan Kesesatan Penalaran dalam UUHT), LaksBang Pressindo, Yogyakarta, Cet.I, 2007, hal. 127 dalam Ninis Nugraheni, Op.Cit, hal. 147.
- [32] Agus Yudha. H, "Hukum Perjanjian: Asas Proposionalitas dalam Kontrak Komersial, Cet. I, Kencana Prenada Media, Jakarta, 2010, hal.
- [33] Ninis Nugraheni, Ibid, hal. 151
- [34] Herowati Poesoko, Op.Cit, hal. 128.
- [35] Ninis Nugraheni, Op.Cit, hal. 165.
- [36] Dalam ketentuan UU SRG tidak mewajibkan adanya pendaftaran pembebanan hak jaminan resi gudang secara eksplisit yang dilakukan melalui penerbitan sertifikat dengan titel eksekutorial. Pembebanan hak jaminan atas resi gudang dapat dilakukan oleh para pihak dengan akta perjanjian hak jaminan (beupa pengikatan resi gudang sebagai jaminan atas perjanjian pokok (utang-piutang)) sebagaimana diatur dalam Pasal 14 UU SRG dan diatur lebih lanjut pada Peraturan Pemerintah No. 36 Tahun 2007 tentang Pelaksanaan Undang-Undang Nomor 9 Tahun 2006 tentang Sistem Resi Gudang. Oleh karena tidak diatur mengenai kewajiban penerbitan sertifikat tanda bukti pendaftaran hak jaminan atas resi gudang. Maka penjaminan resi gudang yang dicatatkan pada lembaga penjamin resi gudang menjadi opsi para pihak jika didaftarkan dan dicatatkan.
- [37] Lihat juga Pasal 30 ayat (3), (4), dan (5) PP No. 36 Tahun 2007 mengenai tata cara penjualan barang melalui lelang umum; dan Peraturan Kepala Bappeti Nomor 09/Bappeti/PER-SRG/7/2008 tentang Pedoman Teknis Penjaminan Resi Gudang.
- [38] Ninis Nugraheni, Op.Cit, hal. 175.
- [39] Ninis Nugraheni, Ibid, hal. 180.
- [40] Ninis Nugraheni, Op.Cit, hal..179
- [41] Aziza Fauzi, Op.Cit, hal. 3.
- [42] Bank Indonesia, Kajian Peningkatan Pemanfaatan Sistem Resi Gudang, 2017. Diakses melalui https://www.bi.go.id/id/umkm/penelitian/Documents/Buku%20BI%204_Kajian%20Peningkatan%20Resi%20Gudang.pdf (diakses pada 11 Oktober 2023)
- [43] Aziza Fauzi, Op.Cit, hal. 8.
- [44] Dwi Ayu Rarasmitha, Pemenuhan Penilaian Aspek Transaksi Berjaminan Dalam Business Ready (B-

READY) Sebagai Upaya Perbaikan Iklim Investasi Indonesia, Open Access, Vol. 1 No. 3, 2023, hal. 293.

[45] *ibid*, hal. 295.

[46] Hara, Loc. Cit.

[47] HARA, *Ibid*, hal. 21-22.

[48] Belgis Shafira, Analisis Data Exchange Virtual Property Dalam Produk Platform Hara, Skripsi, Universitas Hang Tuah, Surabaya, 2023, hal. 42.

[49] Ninis Nugraheni, Nikmah Mentari, Belgis Shafira, 'The Study of Smart Contract in the Hara Platform under the Law of Contract in Indonesia', *Scholars International Journal of Law, Crime and Justice*, Vo. 5, Issue 7, 2022, hal. 273.

