



POSITION OF LETTER C AS DEBT GUARANTEE REVIEWED FROM LAW NUMBER 4 OF 1996 CONCERNING MORTGAGE RIGHTS

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For rural communities with minimal assets, land is one of the assets that can be used as collateral for debt. However, until now there are still rural communities who do not have certificates of land rights. Proof of ownership of rural community land rights is usually in the form of a Letter C. Letter C is a land record from the Village Office as the basis for tax collection. Letter C cannot be equated with a certificate of land rights because it does not have perfect legal force, so it is at risk if it is used as collateral for debt. What is the position of Letter C as collateral for debt in terms of Law Number 4 of 1996 concerning Mortgage Rights? To answer these problems, normative legal research methods are used with a statutory approach and data collection uses literature study. The results obtained are that the position of Letter C as collateral for debt in a debt agreement is considered valid if it is agreed by the parties to the debt agreement. The debt agreement is included in the loan agreement so that the legal terms of the debt agreement are the same as the legal terms of the general agreement, while the position of Letter C under the Mortgage Law Article 10 Paragraph (3) is permitted if the encumbrance of the Mortgage is carried out simultaneously with the registration of the land

Key words: Letter C, Debt Guarantee, Mortgage

INTRODUCTION

Disbursement of debt to the public requires an assessment of the debtor's loan application. This assessment is intended to establish the creditor's confidence in the debtor's ability to repay the debt and to prevent default or other undesirable events after the loan is granted.¹ The principles used in this credit assessment are the 5Cs: Character (Character and Personality), Capital (Assets or Wealth), Capacity (Capacity), Economic Condition (Economic Condition), and Collateral (Guarantee). Of these five principles, the principle of collateral is one of the most

¹ Johannes Ibrahim Kosasih, Access to Credit and Various Credit Facilities in Bank Credit Agreements, (Jakarta: Sinar Grafika, 2019), p. 15

important considerations before granting a loan. Collateral in a loan serves to provide legal certainty that the borrower will fulfill the terms of a loan agreement.² For rural communities with few valuable assets, land is one asset that can be used as collateral, with proof of ownership in the form of a land title.

In reality, many people, especially in rural areas, do not have land title certificates. Most land owned by rural communities is inherited or passed down through generations. Proof of hereditary land ownership in rural communities is usually in the form of a Letter C. The Letter C itself is a land record issued by the Village or Sub-district Office and serves as the basis for tax collection. A Letter C is no longer equated with a land title certificate, and the status of a land title certificate is much higher because it provides stronger legal certainty than a Letter C. Land ownership can only be proven by a certificate issued by the National Land Agency.

Land used as collateral is termed a mortgage. The term mortgage as a security right was born out of Law No. 5 of 1960 concerning Basic Agrarian Regulations (UUPA). The government deems the existence of a land title guarantee institution in the form of a mortgage right important given the development of economic institutions that lend large sums of money, requiring material collateral as proof of ability to repay the debt. Letter C land status refers to hereditary land that has not been registered, and therefore is not yet one of the three rights that can be encumbered with a Mortgage Right as stipulated in Article 4 paragraph (1) of the Mortgage Law. The imposition of a mortgage on land still holding Letter C status carries risks because the Letter C does not have full legal force.

Based on these issues, the following problem statement can be drawn: What is the status of Letter C as debt collateral in light of Law Number 4 of 1996 concerning Mortgage Rights? The purpose of this study is to describe and analyze the status of Letter C as debt collateral in light of Law Number 4 of 1996 concerning Mortgage Rights. There is a study related to the problem addressed in this study, namely the study conducted by Topan Rohmattullah (2017) entitled "Legal Certainty of Acceptance of Girik Land as Debt Collateral at PT Bank Perkreditan Rakyat Timika Dinamika Sarana." The results of this study indicate that girik land as credit collateral meets the principle of legal certainty even though it does not comply with the provisions of the Land Rights Law Collateral. Protection for creditors is achieved through preventative measures, including a dispute resolution clause in the event of default by the debtor.³

² Gatot Supramono, *Debt Agreement*, (Jakarta: Kencana, 2014), p. 59

³ Topan Rohmattullah, *Legal Certainty of the Acceptance of Girik Land as Collateral for Debt at PT Bank Perkreditan Rakyat Timika Dinamika Sarana*, Thesis (Jakarta: Syarif Hidayatullah State Islamic University, 2017)

Research conducted by Rudi Kurniawan (2020), entitled "The Legal Strength of Girik as Credit Collateral Based on Banking Prudential Principles," also serves as a reference in analyzing the issues in this study. The results of this study demonstrate that the strength of a girik as credit collateral is clearly different from that of a land ownership certificate. One of the requirements of a credit agreement is collateral, so banks are expected to apply prudential principles to ensure debt repayment by the debtor. Research conducted by Ita Sri Rahayu (2016), entitled "Juridical Analysis of the Function of Letter C in Land Sale and Purchase Implementation in Ampelgading Village, Pematang Regency," shows that land transfers through sale and purchase in this community still use the old method, which is based on trust, thus eliminating the need for formalities. The sale and purchase transaction is witnessed only by the Village Head/Lurah through a private deed. The process was considered quite robust as no disputes occurred.⁴

Methods

The type of research applied in this study is normative legal research. Normative legal research is a type of legal research that focuses on rules or principles, meaning that law is considered a norm or standard derived from statutory regulations, court decisions, and the views of leading legal experts. The research approach used in this study is a statute approach because the legal norms being examined are also the focus of the research. To facilitate the author's research, especially in discussing the problem, the general method used is library research.

DISCUSSION

A. The Position of Letter C in National Land Law

In the view of indigenous communities, Letter C is proof of land ownership, while the substance of Letter C indicates that the letter serves as proof of taxation and serves as a land register within a village. Prior to the enactment of National Agrarian Law, land subject to Customary Agrarian Law had not been registered to provide legal certainty (Rechts Cadaster). Customary land was registered for tax collection purposes (Fiscal Cadaster). The Fiscal Cadaster produces documents proving tax imposition and payment, such as Girik, Petuk, Ketitir, Girik, Pipil Pajak, Letter C, and Verponding Indonesia. The position of Letter C in National Land Law can then serve as proof of old rights related to the conversion of old rights through land registration.

⁴ Rudi Kurniawan, 'The Legal Power of Girik as Credit Collateral Reviewed Based on Banking Prudential Principles, Thesis (Pekanbaru: UIN SUSKA Riau, 2020)

Regarding Letter C, it is regulated in Article 24 paragraph (1) of Government Regulation Number 24 of 1997 concerning Land Registration, namely that old rights that will be converted through land registration can be proven by evidence of the existence of old rights which can be in the form of "written evidence, witness statements, and/or statements of the person concerned" whose level of truth is deemed sufficient by the Land Registration Adjudication Committee to carry out land registration. The written evidence referred to in this article refers to evidence of land ownership before the Basic Agrarian Law and Government Regulation Number 10 of 1961 in the form of tax certificates, *girik*, tax certificates, and other tax imposition letters including Letter C.⁵

According to D. Bidara and Martin P. Bidara, Letter C cannot be used as a document stating proof of rights if it is not accompanied by other supporting evidence. In this case, the author also obtained legal considerations from the Supreme Court Decision dated March 24, 1971 Number 767 K/Sip/1970 which stated that: "The name of a person recorded in the 'Letter C book' does not constitute absolute proof that he is the rightful person/owner of the land in question. "Letter C" is only initial evidence (preliminary) which must still be supplemented with other evidence." The need for other evidence is because the substance and content of Letter C are included in private deeds. The land registration system from the colonial era was only carried out simply and in the presence of the Village Head/Lurah. Other evidence referred to in the provisions of Supreme Court Decision Number 767 K/Sip/1970 can include documentary evidence, witness statements, evidence with allegations, evidence with confessions and oaths. If Letter C is not registered immediately, the Letter C's status as written evidence is declared invalid and will only serve as a guideline in the land registration process. This is stipulated in Article 96 of Government Regulation Number 18 of 2021 concerning Management Rights, Land Rights, Apartment Units, and Land Registration, which states:

Paragraph (1): "Written evidence of land formerly owned by customary law individuals must be registered within a maximum period of 5 (five) years from the enactment of this Government Regulation."

Paragraph (2): "If the period referred to in paragraph (1) expires, the written evidence of land formerly owned by customary law is declared invalid and cannot be used as proof of land rights and only serves as a guideline for land registration."

After the enactment of the National Agrarian Law, Letter C no longer indicates land ownership. This was done through Regulation of the Minister of Agriculture and Agrarian Affairs

⁵ Abdul Hamid Usman, "Legal Protection of Ownership Rights to Customary Land Following the Enactment of the Basic Agrarian Law," in *Journal of Legal Certainty and Justice*, Vol. 1 No. 2, 2020, p. 73

Number 2 of 1962 in conjunction with Decree of the Minister of Home Affairs Number 26/DDA/1970 emphasized that what is considered as proof of land ownership rights is proof of tax letters issued before September 21, 1960. This means that Letter C issued before September 21, 1960 can be categorized as a certificate of ownership because at that time there was no land registration in the form of Legal Cadaster. In order to guarantee legal certainty for Letter C holders, it is necessary to convert old rights through land registration with written evidence in the form of Letter C.⁶

B. The Position of Letter C as Debt Collateral

Before granting a loan, the creditor must assess the debtor's capabilities through the 5 Cs: character, capacity, capital, collateral, and economic conditions. According to Sutan Reny Sjahdeini, this assessment "must be conducted to determine the customer's willingness and ability to repay the loan granted by the bank." Through this assessment, the creditor can avoid undesirable events in the future. Banks, as creditors, prioritize the economic condition or prospects of the business they finance as primary collateral. Although not a primary requirement, collateral can provide the creditor with confidence in the debtor's repayment.

According to Gerald G. Thain, collateral is: "Anything of value from the debtor that is included in the agreement to secure the debt. Without collateral, the agreement is merely a contract or agreement regarding the debt and an obligation to repay it." According to Gerald G. Thain, collateral does not distinguish between movable and immovable property. The item used as collateral must have economic value. According to Thain, a collateral agreement must contain the following elements: a debt agreement; a debtor; a secured creditor; collateral; and an agreement guaranteeing the creditor's interest in the collateral.⁷

According to Thain, Letter C, when viewed from collateral, can be included in the items used as collateral. Essentially, collateral in a debt guarantee can be all of the debtor's assets, including land, evidenced by Letter C. Before granting a loan, the bank will assess the debtor's ability to repay the debt. Therefore, the assets used as collateral are first assessed by the bank as suitable for collateral. Based on this, Letter C can be used as collateral if the bank has confidence in the debtor's ability to repay the debt. If the bank is confident that the debtor has the ability to repay the debt, it is possible that Letter C can be used as collateral.

Execution of a debt agreement, followed by the delivery of collateral in the form of Letter C, is possible if the parties involved express their agreement. According to the new contract theory,

⁶ Hendry Dwicahyo Wanda, *The Precautionary Principle...*, p. 119

⁷ *Ibid.*, hal. 120

Van Dunne states that, "an agreement is a legal relationship between two or more parties based on an agreement that gives rise to legal consequences." Based on the theory of the agreement, Letter C can be used as debt collateral if the parties to the agreement agree.

A debt agreement entered into by a creditor and debtor is valid and binding on both parties because it embodies an agreement between them and cannot be revoked. Therefore, a debt agreement between a creditor and a debtor becomes law for both parties, requiring both parties to comply with its terms. A debt agreement with Letter C as collateral fulfills the principle of *pacta sunt servanda*, meaning that the debt agreement becomes law for both the creditor and the debtor involved.

Debt agreements can be executed without collateral, and the debt agreement is then executed purely. The debt agreement may specify that Letter C is used as collateral, followed by the delivery of Letter C. The delivery of Letter C is not followed by the creation of a collateral agreement. The validity of a debt agreement with Letter C as evidence is valid under civil law if there is an agreement in the debt agreement. Debt agreements are considered loan agreements, so the requirements for a valid debt agreement are the same as those for a valid agreement in general: consent, capacity of the parties, the existence of a specific condition, and a lawful cause.

C. The Status of Letter C as Debt Collateral According to Law Number 4 of 1996 concerning Mortgage Rights

1. The Status of Letter C as an Object of Mortgage Rights

Land rights can be encumbered with a Mortgage Right if they meet two absolute requirements as stated in the general explanation number 5 and the explanation of Article 4 Paragraph (1) of the Mortgage Rights Law: namely, they must meet the principle of publicity, thus requiring registration in the general register, and the object of the Mortgage Right must be transferable. The first absolute requirement is that the object of the Mortgage Right must be registered with the National Land Agency, followed by a certificate of land ownership, namely a land title certificate. This registration aims to fulfill the principle of publicity, ensuring that everyone can know about land ownership and any transfers that occur. This requirement also relates to the preferential position of the creditor holding the Mortgage Right. The second requirement is that the land rights encumbered with the Mortgage Right must be transferable. This condition is useful if the debtor experiences bad credit or default, the object of the Mortgage Right can be transferred through auction or sale to pay the debtor's remaining debt.

When viewed from the absolute conditions of the object of the Right of Dependency, then Letter C cannot be burdened with the Right of Dependency. Letter C is clearly not registered in

the National Land Agency so the creditor who uses Letter C as a debt guarantee does not have preferential rights which makes the creditor not get a special position against the execution of the Lien object in the event of a breach of promise. The basis of publicity and the basis of specialty in Lien Rights cannot be fulfilled if Letter C is used as debt guarantee. Letter C as a deed under the hand cannot be sold or auctioned. When Letter C is used as debt guarantee, then the sale that can be done is limited to the amount under the hand. Thus, Letter C is not included in the land rights that can be encumbered with Dependent Rights due to the fact that it is not registered in the Land Office and the difficulty of the process of transferring rights to Letter C status land.

In addition to the absolute conditions, according to H.M. Arba, there are four conditions for the right to land that can be burdened with Lien Rights, two of which can be valued with money and require special designation by law as something that can be burdened. The laws in question are the Basic Agrarian Law and the Law on Pledge Rights relating to the object of Pledge Rights. When associated with the other three conditions, Letter C is not included in the object of Pledge Rights, but Letter C is exempted in Article 10 paragraph (3) of the Pledge Rights Law. Letter C as a conversion of old rights is allowed as the object of Pledge Rights with conditions. Although Letter C cannot be categorized as an object that can be burdened with Pledge Rights, Letter C has the opportunity to be burdened with Pledge Rights. Thus, Letter C can be burdened with Pledge Rights because it receives special treatment from the Pledge Rights Law.

2. The position of Letter C as Debt Security According to Law Number 4 of 1996 concerning Pledge Rights

Land with evidence of Letter C can be categorized as uncertified land because the proof of ownership of land recognized by law is a certificate. Although the nature of the certificate is not as proof of absolute ownership, but the certificate is a strong proof of ownership of the land so that the position of the certificate defeats Letter C. This does not mean that Letter C cannot be used as a guarantee, but rather there is a special treatment regarding procedures and provisions regarding guarantees with uncertified objects or proof of ownership in the form of Letter C. The provisions are listed in Article 10 paragraph (3) of the Dependent Rights Law, that:

"If the object of the Mortgage Right is a land right derived from the conversion of an old right that meets the requirements for registration but has not yet been registered, the granting of the Mortgage Right shall be carried out simultaneously with the application for registration of the land right in question."

The old right referred to in Article 10 paragraph (3) is a land ownership right based on customary law that has not yet been converted into a new right based on applicable provisions. If the administrative process for the conversion has not been completed, then the land right is also included in the provisions referred to in Article 10 paragraph (3). The conditions that must be met

are those stipulated by applicable laws and regulations, in this case the Mortgage Right Law. Therefore, "land derived from the conversion of old rights" refers to customary land that, prior to the issuance of the UUPA, was subject to Customary Agrarian Law. Ownership of customary land can generally be proven using a petuk (land title deed), girik (land title deed), pipil pajak (tax certificate), Letter C (letter C), and other similar documents.

Based on the explanation of Article 10 paragraph (3) of the Mortgage Law, Letter C or similar proof of ownership may be encumbered with a Mortgage if it is granted simultaneously with the registration of the land rights. The possibility of encumbering a Mortgage also aims to improve the certification of land rights from former customary rights. Encumbrances on land rights are intended to improve the provision of collateral in accordance with Law No. 10 of 1998 concerning Banking, which was recently amended by Law No. 10 of 1998 concerning Amendments to Law No. 7 of 1992 concerning Banking. The existence of Law No. 7 of 1992 concerning Banking, which states that proof of ownership of old rights can be used as collateral, also takes into consideration the provisions of Article 10 paragraph (3) of the Mortgage Law. Thus, Letter C as collateral is given a better position by the process of certifying land rights in the encumbrance of the Mortgage.

In banking law, collateral is intended to reduce the risk of bad debts and as a form of implementing the principle of banking prudence. The guarantee in the Banking Law is contained in Article 8 Paragraph (1) of Law Number 10 of 1998 concerning Banking which states that:

"In providing credit or financing based on Sharia Principles, Commercial Banks are required to have confidence, based on in-depth analysis or the good faith and ability and capability of the Debtor Customer to repay the debt or repay the financing as agreed."

The Explanation to Article 8 Paragraph (1) of the Banking Law states:

"If confidence in the debtor's ability has been established in other elements of the credit provision, then collateral may only be in the form of goods, projects, or claims financed by the credit in question. Land whose ownership is based on legal provisions, and other similar items may serve as collateral. Banks are not required to require additional collateral in the form of goods not directly related to the object being financed."

Law Number 10 of 1998 concerning Banking, the provisions of Article 8 and its explanation have been amended. These changes relate to Letter C as debt collateral, which is considered to have a dual meaning. The Explanation to Article 8 of the Banking Law states that "Land whose ownership is based on legal provisions, and other similar items may serve as collateral." The provisions of this article neither reject nor accept Letter C as collateral for debt. Letter C in the National Land Law serves as evidence in the land registration process, and the land

title certificate issued by the National Land Agency is recognized as proof of land ownership under the Basic Agrarian Law and Land Registration Regulations.

The provision regarding "and other similar documents" in the explanation of Article 8 can also be interpreted to mean that proof of land ownership does not have to be a certificate issued by the National Land Agency. This means that Letter C can still be used as collateral, especially Letter Cs issued before 1961. This must be taken into account in light of the principles applied by banks, which require consideration for vulnerable groups. Article 8 of the Banking Law also does not specify that credit will be granted if the debtor submits an object as collateral. In banking, collateral is not a primary requirement for credit, but rather an assessment of the debtor's ability to repay the debt.

Banks, as creditors, have their own regulations regarding the implementation of lending to the public, namely Law Number 10 of 1998 concerning Banking. The accessory nature of a collateral agreement makes it optional in the principal loan agreement. Banks are not required to require collateral, but collateral is crucial because it reduces the risk of a debtor defaulting. A Letter C (Letter C) may be used as collateral for a loan because its use is not expressly prohibited by the Banking Law. If a Letter C is used as collateral, the creditor is only considered a concurrent creditor because the Letter C is not bound by the APHT (Land Leasehold Agreement) and is registered concurrently.

The explanation of Article 8 Paragraph (1), which states that "if certainty has been obtained regarding the elements of the credit grant," may be interpreted as meaning that collateral is optional. Banks are free to request collateral or not, as long as the other elements of the credit have established confidence in the debtor's repayment. If a bank requests a Letter C as collateral, it can bind it with a separate agreement and grant power of attorney to process its registration and then encumber the Mortgage. This aligns with Article 10 Paragraph (3) of the Mortgage Law, which stipulates that land registration must occur simultaneously with the encumbrance of the Mortgage.

Article 8 of Law Number 7 of 1992 concerning Banking has received criticism from Land Law experts, such as Boedi Harsono and A.P. Parlindungan. In a discussion of Law Number 7 of 1992 concerning Banking, Boedi Harsono considered that the provisions of Article 8 of the Banking Law were considered "as something frivolous." According to Boedi Harsono, land that can be used as collateral is only land that has a certificate. A.P. Parlindungan, also argued that: "The Banking Law states that Girik can be used as collateral, even though in the UUPA Girik is not recognized and must be converted into land rights according to the UUPA." The two Agrarian Law experts rejected the use of old land title certificates as debt collateral because their position is not clearly stated in the Law.

The views of Boedi Harsono and A.P. Parlindungan, who reject Letter C as collateral for debt, are deemed inconsistent with the Mortgage Law. Debtors and creditors can use personal or material collateral as long as both parties agree to it in an agreement. Article 10 Paragraph (3) of the Mortgage Law also states that Letter C can be used as collateral provided that the encumbrance is carried out simultaneously with the land registration. If Article 8 Paragraph (1) of the Banking Law is interpreted as rejecting Letter C, then Article 8 Paragraph (1) of the Banking Law is deemed irrelevant to Article 10 Paragraph (3) of the Mortgage Law.

Therefore, based on the provisions of the Banking Law, Letter C can still be used as collateral for debt if the bank has obtained the debtor's confidence in the repayment of the debt. The provisions of Article 8 Paragraph (1) of the Banking Law do not specify what kind of proof of ownership can be used as collateral. The primary requirement for bank credit is the debtor's ability to repay their debt. If the debtor is confident in their ability to repay their debt, a Letter C can serve as valid debt collateral. However, if the bank deems the Letter C insufficient to provide assurance of the debtor's repayment, it may reject it.

Conclusion

The use of a Letter C as collateral in a debt agreement is considered permissible and valid if all parties to the agreement agree to it. Debt agreements are considered loan agreements, so the legal requirements for a debt agreement are the same as those for a general agreement. Land with Letter C status can be used as debt collateral if the creditor is confident in the debtor's ability to repay the debt. The use of a Letter C as debt collateral, under Law Number 4 of 1996 concerning Mortgage Rights, is permitted, provided that the encumbrance of the Mortgage Right is carried out simultaneously with the registration of the land. This provision is regulated in Article 10 paragraph (3) of the Mortgage Rights Law. The exception of Letter C as collateral is intended to provide opportunities for people who have not yet registered their land.

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