

THE LEGAL STANDING OF A LEASING AGREEMENT INVOLVING AN OBJECT ORIGINATING FROM A LEASE AGREEMENT

Vernandito Sudharta Raftua Tampubolon^{1*}, Wardani Rizkianti²

Universitas Pembangunan Nasional Veteran Jakarta^{1,2}

Corresponding E-mail: 2110611077@mahasiswa.upnvj.ac.id*, wardanirizkianti@upnvj.ac.id²

Received : 21 April 2025

Revised : 30 April 2025

Accepted : 15 May 2025

Published : 24 June 2025

DOI : <https://doi.org/10.54443/morfai.v5i5.3298>

Publish Link : <https://radjapublika.com/index.php/MORFAI/article/view/3298>

Abstract

The legal standing of leasing agreements involving objects derived from lease agreements continues to pose challenges in Indonesian legal practice, particularly when the party initiating the leasing agreement in Indonesian legal practice, particularly when the party initiating the leasing agreement is not the lawful owner of the object. This situation creates ambiguity regarding the legal status of the agreement and has the potential to harm good faith parties. This study addresses the issue of the legal position of leasing agreements involving objects not lawfully owned an lessor, moreover, the legal protection available to the lessee in such circumstances. The study is normative juridical study utilizing a qualitative analysis approach. Results of research indicate that leasing agreements involving objects not legally owned by the lessor are at conflict also principle ownership in civil law an may be subject to annulment. Legal protection for the leese can be granted through recognition as a good faith party, provided that it can be proven the leese was unaware of any defect in the ownship of the leased object. Outcomes of research is revealed needed strengthen regulations and apply the principle of due diligence in the execution of leasing agreements, particularly in verifying ownership of the leased object prior to the agreement being made.

Keywords: *Leasing Agreement, Lease Contract, Lawful Ownership*

INTRODUCTION

As social beings, human constantly build relationships that can have legal implications. When such relationships give rise to rights and obligations, they form legal acts. Agreements are considered the most common from a legal act in daily life. According to Article 1313 of the Indonesian Civil Code, an agreement is understood as a legal act carried out by two or more parties to bind themselves to each other. This concept also reflects the principle of freedom of contract, demonstrating the parties autonomy to determine the content and type of legal relationship they wish to establish. Accordingly, every agreement that reaches consensus is based on the principle of consensualism and is subject to the principle of pacta sunt servanda, the principle that obliges the parties to company with the contents of the agreement, as though it were a binding legal rule that must be adhered to by the parties who created it. In civil law practice, agreements are a manifestation of the principle of freedom of contract. This includes the freedom to create or refrain from entering into an agreement, to choose other elements, to determine the contents, object, and from of the agreement, and to accept or deviate from optional legal provisions as long as they do not conflict with applicable law. However, this freedom is not absolute, as it is limited by mandatory legal norms, public, decency, and public interest. Therefore, the principle of prudence becomes crucial in the execution of contracts, especially when one party is in a legally or economically weaker position.

One modern example of such agreements is leasing agreement, often used in the financing of movable assets such as motor vehicles. This agreement combines elements of rental and purchase, thus creating a complex legal relationship among the involved parties. However, in practice, leasing agreements often give rise to legal issues, particularly concerning the legality of the object used as the basis of the agreement and the legal certainly for the parties involved. These issues arise because the object of the agreement must be lawful and under the rightful legal control of the party transferring it. Problems occur when the leased object is not legally owned by the party entering into the agreement but is merely possessed under a temporary legal arrangement, such as a rental agreement. This violates the legal principle of *nemo plus juris ad alium transferre potest quam ipse habet* its meaning no one can transfer more rights than they themselves possess. This issue is clearly illustrated in the case of PPN Gunung Sugih No. 10/Pdt.G/2021/PN.Gns, where the plaintiff lent his car to the defendant with the intention that the defendant would apply for financing from a financial institution, hereinafter referred to as PT X, using the vehicle's registration documents (BPKB and STNK) as collateral. Before the vehicle documents were pledged, the plaintiff had warned

the defendant not to default on the installment payments. After the loan at PT X was paid off, the defendant, without the knowledge or consent of the plaintiff, again pledged the BPKB of the vehicle to another financial institution, referred to as PT Y. However, the defendant failed to meet his obligations at PT Y, resulting in the vehicle being repossessed by the leasing company. In response, the plaintiff filed a lawsuit with the Gunung Sugih District Court. The vehicle had been used as a leasing object without the consent of its rightful owner, and a default resulted in its repossession. This reflects a failure on the part of the finance company to properly verify ownership. Furthermore, the objective element of the agreement as required under Article 1320 of the Civil Code was not fulfilled.

This issue further suggests a regulatory gap in Indonesia's leasing financing system, especially concerning the obligation to verify the legal status of leasing objects. The absence of a regulation mandating ownership verification exacerbates the situation. Without clear rules, leasing practices are vulnerable to being exploited by parties who do not have legal rights over the object, potentially harming third parties who are the true owners. This highlights the need for regulatory reform in Indonesia's leasing sector. Theoretically, this problem emphasizes the relationship between contract law and property law. In property law, there is the principle of *droit de suite*, which holds that ownership rights always follow the object, regardless of whose hands it passes into. Thus, even if a leasing agreement is validly formed between two parties, property rights remain attached to the object and must be respected. This principle limits the freedom of contract, especially when the object does not belong to the contracting party. A lessee has no proprietary rights and thus is not authorized to use the item as a leasing object. Therefore, it is important to integrate contract theory with property law principles in legal practice. Based on this discussion, the author is motivated to further examine the issue in a journal article entitled: *The Legal Status of Leasing Agreements Using Objects from Lease Agreements*.

LITERATURE REVIEW

This study builds upon prior research on the legal implications of leasing agreements involving objects obtained from lease contracts. Previous works have addressed issues such as the invalidity of pledge agreements over leased goods due to the absence of legal ownership and the non-fulfillment of objective elements under Article 1320 of the Indonesian Civil Code. Other studies have explored lessee default and non-litigation dispute resolution in vehicle rental cases. However, this research offers a novel focus by examining the legal validity of leasing agreements when the lessor is not the lawful owner of the leased object. Furthermore, while some studies highlight the legal uncertainty arising from overlapping lease and pledge arrangements, this study specifically investigates the leasing of objects still bound to prior lease agreements. It emphasizes the importance of verifying ownership and protecting the rights of good faith lessees. As such, this research fills a theoretical gap by addressing the boundaries of valid leasing practices and promoting legal certainty through stricter due diligence in financial leasing operations.

METHOD

The study uses a normative juridical or doctrinal method, which involves a comprehensive examination of the legal system, including the analysis of relevant laws and regulations. In its implementation, this research will identify and utilize various literature sources. The methods used in the study incorporate two main approaches: the statutory approach and the case approach. As explained by Peter Mahmud Marzuki, the statutory approach involves examining all relevant legal regulations, while the case approach focuses on analyzing court decisions that have obtained permanent legal force in relation to the issues being studied. The data collection model used in this study is library research, which entails reading and analyzing a variety of sources such as books, legislation, official documents, and other relevant information related to the legal issue at hand. Subsequently, the data obtained from the literature is analyzed, understood, and interpreted using a qualitative analysis method, which involves interpreting the processed data in a thorough and systematic manner.

RESULTS AND DISCUSSION

The Legal Standing of a Leasing Agreement Based on Objects from Lease Agreements (TNR 12 Bold)

In the Indonesian civil law system, the validity of an agreement is determined by the fulfillment of the fundamental principles of contract law, such as the principle of consensualism, good faith, freedom of contract, *pacta sunt servanda* (binding force of contracts), and the principle of personality. These principles serve as the foundation in assessing the validity of any legal obligation arising from an agreement between legal subjects. However, the principle of freedom of contract remains subject to normative limitations set by law, particularly concerning the legality of the object of the agreement. An agreement can only be considered legally valid if it fulfills the four essential elements as stipulated in Article 1320 of the Indonesian Civil Code, namely: mutual consent of the parties, legal capacity to enter into a contract, a clearly defined object, and a lawful cause. These four elements are categorized into two principal requirements: subjective and objective. Subjective requirements refer to the attributes

inherent to each party—namely, the debtor who provides the collateral and the creditor who receives it. Consent and legal capacity fall under subjective requirements because they involve the legal ability and willingness of the parties to bind themselves. If the subjective elements are not met, the agreement is voidable; however, unless annulled through legal procedures, the agreement remains valid.

Within the national financial system, financing institutions serve as business entities that provide funding services and the provision of production equipment. This is regulated under Presidential Regulation No. 9 of 2009, particularly Article 1(1), which establishes that these institutions conduct financing activities in accordance with statutory provisions. Article 1(2) defines a financing company as a legal entity specifically established to engage in business activities in the fields of leasing, factoring, consumer credit, and/or credit card services. Based on the Minister of Finance Decree No. 1169/KMK.01/1991, leasing (financial leasing) is defined as a form of financing conducted by providing capital goods, either with or without an option to purchase at the end of the agreement period. These goods are utilized by the lessee for a specified period, accompanied by periodic installment payments during the contract term. A leasing agreement is essentially a contract between the lessor (financing institution) and the lessee (user of the goods), in which the lessee is granted the right to use specific goods based on the agreement, while legal ownership of the goods remains with the lessor. As per the Circular of the Director General of Monetary Affairs No. Peng-307/DJM/III.1/7/1974 dated 8 July 1974, leasing contracts must be executed in written form to be considered legally valid. However, the regulation does not require the agreement to be made in the form of an authentic deed before a notary. Therefore, it may be made in the form of a private deed, as agreed upon by both parties involved in the leasing transaction.

In legal theory, the concept of "object" derives from the Dutch term *zaak*, which refers to anything external to the legal subject and capable of being the object of legal relations. In this sense, an object is an external element that holds value and can give rise to legal rights and obligations because of its ability to be owned or transferred. According to Article 499 of the Indonesian Civil Code, the term "object" includes all items and legal rights that may be legally possessed. Consequently, the definition of "object" is not limited to tangible items but also includes intangible assets and legal rights. The national civil law system recognizes both tangible and intangible objects as part of an individual's wealth, provided they possess economic value.

Property law acknowledges that parties have the freedom to define the form and substance of their legal relationships. In other words, parties are free to agree on the emergence and termination of rights and obligations. This freedom is part of civil rights, which are generally divided into absolute and relative rights. Correspondingly, contract theory teaches that a contract only binds the parties directly involved. According to legal scholar Wirjono Prodjodikoro, property rights are absolute, which means the owner has the authority to assert and defend the right against anyone who interferes with it. Here, the owner has a direct legal relationship with the object and can take legal action against third parties violating that right. Property rights thus remain attached to the object regardless of the involvement of others. In contrast, individual rights are relative in nature because they are only enforceable against the specific party bound by a legal relationship, such as a contract. Therefore, personal rights reflect legal relationships between subjects, even when the object is a tangible item.

As such, property rights fall under the category of absolute civil rights, meaning that an individual has direct control over an object and can assert these rights against anyone. No one may interfere, and all parties must respect the property rights of others. Therefore, in implementing agreements involving objects—especially high-value movable or immovable property such as vehicles—the absolute nature of property law must always be considered.

This issue was clearly illustrated in the case Decision of the Gunung Sugih District Court No. 10/Pdt.G/2021/PN.Gns. In this case, a lessee entered into a leasing agreement for a vehicle that did not legally belong to them. Although the leasing agreement met formal administrative requirements, it was substantively invalid, as the object of the lease was not legally owned by the lessee. When the lessee defaulted, the leasing company repossessed the vehicle, causing loss to the rightful owner, who then filed a lawsuit. The court ruled in favor of the owner, demonstrating that ownership remains a fundamental criterion in assessing the legality of contracts involving property.

Leasing agreements based on temporarily held objects, such as those derived from lease agreements (*sewa menyewa*), essentially contradict the very nature of leasing, which requires the object to serve as collateral to secure repayment. Article 1548 of the Civil Code defines lease agreements as contracts in which one party provides goods to another for enjoyment under agreed conditions. However, the lessee's rights are limited to usage for a certain period without any transfer of ownership. If the object being leased is not legally owned by the lessee, this contradicts the principles of prudence and legal responsibility in financing. Such an agreement is not only weak from an evidentiary standpoint but may be declared null and void *ipso jure* for failing to meet the substantive requirement of legal ownership.

This situation underscores the urgency of applying the principle of *droit de suite*, which—also known in Dutch as *zaaksevolg*—is a fundamental characteristic of property rights: the right follows the object regardless of its transfer. In other words, even if a contract is entered into between the lessee and a third party (e.g., a leasing company), the original owner's rights remain intact because those rights cannot be extinguished by a private contract. The *droit de suite* principle demonstrates that even if an agreement fulfills formal legal requirements, it may still be invalid substantively if it infringes on the rights of a rightful owner. In leasing based on lease-derived objects, this principle is violated because a party holding only personal rights has no legal standing to transfer or use the object as collateral. This act violates the *nemo plus juris* principle, which holds that no one can transfer more rights than they possess. Therefore, *droit de suite* acts as a corrective measure against agreements established without proper ownership foundation.

Theoretically, this affirms that contract theory cannot be separated from property law principles. In contemporary legal systems, there is an integrative approach between contract law and property law, whereby the object of a contract must comply with property law provisions, including *droit de suite*. As a result, an agreement made by someone without legal ownership cannot extinguish or override the rightful ownership of a third party, even if a formal agreement exists.

Accordingly, leasing agreements involving temporarily held objects, such as those under lease contracts, are fundamentally inconsistent with the essence of leasing, which necessitates a guarantee over the object. If the leased object is not owned by the party offering it, this contradicts the principles of prudence and legal responsibility in financing. The agreement not only lacks legal probative value but may also be declared void *ab initio* for failing to meet the legal requirement of ownership.

Thus, the principle of *droit de suite* functions not only as a foundational element in property law but also as a parameter for testing the substantive validity of agreements involving objects. It reaffirms that property rights cannot be severed by private agreements without a legitimate ownership basis. This principle also highlights the weaknesses in Indonesia's contractual legal structure, which still permits the formation of agreements over objects not thoroughly verified. When the prudential principle is ignored by financing institutions, the rightful owner may suffer loss, and prolonged legal disputes may ensue. In short, the legal status of leasing agreements over leased objects is inherently weak due to the lack of prudence and contradiction with basic principles of property law.

From the standpoint of contract and property law theory, it is imperative to integrate the legality of the object as a prerequisite for the validity of any agreement. When a leasing agreement involves an object only temporarily possessed by a lessee, such a contract lacks legal force to bind the rightful owner and may be contested or annulled. This demonstrates that leasing agreements based on lease-derived objects are not only legally flawed but may also infringe upon the constitutional property rights of legitimate owners.

Leasing regulations in Indonesia currently do not explicitly require financing institutions to verify ownership of the leased object. The absence of such regulation creates a legal vacuum, leaving room for abuse by irresponsible parties. Thus, the financing legal framework must be strengthened by regulations mandating ownership verification and object legality as part of due diligence.

Considering all the aspects discussed above, it can be concluded that leasing agreements involving objects obtained through lease agreements lack a solid legal foundation within Indonesia's positive law system. They violate the principles of legality, prudence, *nemo plus juris*, and *droit de suite*. Such agreements risk harming third parties who possess valid property rights. Therefore, it is essential to reassess leasing practices through normative review and push for tighter regulations to ensure legal certainty and justice.

The Legal Evidentiary Strength of a Leasing Agreement Concerning an Object Derived from a Lease Agreement

In the Indonesian civil law system, the validity of an agreement is not solely determined by the fulfillment of formal elements as stipulated in Article 1320 of the Indonesian Civil Code, but must also be tested materially, especially regarding the legitimacy of the object of the agreement. In leasing cases involving an object originating from a lease agreement, issues arise when a party who does not possess property rights over an object attempts to transfer, collateralize, or subject that object to an agreement with a third party. In such contexts, the legal relationship between the parties is no longer purely personal but also involves proprietary aspects governed by the principles of absolute law, including the principle of *droit de suite*. The *droit de suite* principle in property law asserts that a property right—particularly ownership—follows the object regardless of who possesses it. In Court Decision No. 10/Pdt.G/2021/PN.Gns, the disputed object, a 2010 Colt Diesel Canter 125 truck along with its vehicle registration (STNK) and vehicle ownership document (BPKB), was legally owned by the Plaintiff. The Plaintiff had merely leased the vehicle to the Defendant for use as collateral at a financing company (leasing), namely PT X. This agreement shows that the Defendant did not acquire any proprietary rights, but only a right of use under a lease. A

fundamental requirement of a lease is the provision of the leased item to the lessee for use or enjoyment as intended. Therefore, the leased object is not to be transferred in ownership or used as collateral in a leasing agreement, but solely for use and benefit.

According to Article 570 of the Civil Code, ownership is defined as the full authority a person has over an object, including the right to use and control it freely, so long as it does not contradict applicable laws or general regulations set by competent authorities, and does not infringe upon the rights of others. Ownership may be revoked for public interest, in accordance with legal procedures and accompanied by compensation. Ownership is the most absolute right, granting complete control over an object. The owner is free to use, lease, or even destroy the object, provided such actions are lawful and do not harm others. As such, ownership implies absolute authority that cannot be interfered with, even by government agencies. However, over time, the Defendant, without the Plaintiff's knowledge or consent, re-collateralized the vehicle to PT Y through a leasing agreement. This action not only breached the principle of trust in personal legal relationships but also violated the *nemo plus juris* principle—that one cannot transfer a greater right than one possesses. The Defendant never had ownership or proprietary rights over the vehicle, rendering the leasing agreement legally flawed in substance.

Based on Ministry of Finance Regulation No. 122/MK/2/1974, Ministry of Industry Regulation No. 32/M/SK/2/1974, and Ministry of Trade Regulation No. 30/Kpb/I/1974 on Leasing Permits, leasing is defined as a financing activity involving periodic payments and offering the lessee an option to purchase the capital goods or extend the lease for the remaining installments. The concept of periodic payments encompasses both the provision of goods and the debtor's use of them. This is reflected in Article 1 point 10 of OJK Regulation No. 29/POJK.05/2014 concerning PUPP. Leasing agreements differ substantially from lease contracts, particularly due to the legal implications involving risk transfer and secured financing. This fundamental difference requires a legitimate basis for the control of the leased object. If control is only based on a lease, any transfer to a third party without the owner's consent violates civil law. This not only breaches contract principles but also constitutes an unlawful act. Therefore, any leasing agreement born of unauthorized transfer must be deemed legally invalid.

In the *a quo* case, the Defendant used as collateral a vehicle he neither owned nor lawfully controlled. Under property law principles, only a rightful owner may use an object as collateral in a financing agreement. As a result, the leasing agreement between the Defendant and the leasing company lacks the lawful cause (*causa*) required under Article 1320 of the Civil Code. This confirms that the leasing contract was legally defective from inception due to an illegitimate object. Hence, normatively, one cannot conclude that the Defendant committed a contractual breach (*wanprestasi*) in an agreement that was invalid from the outset. The principle of freedom of contract grants parties the liberty to determine the content and form of an agreement. However, this freedom is not absolute and remains subject to positive law, public order, and morality. When a person binds themselves to a contract over an object they do not own and lack the legal authority over, they breach the principles of trust and good faith, which are foundational in contract law. Therefore, a leasing agreement born from such a breach should not receive legal legitimacy or protection. To uphold such an agreement would be to endorse practices that deviate from core civil law principles.

Property law in Indonesia requires clarity in ownership. In the context of motor vehicles, ownership is evidenced through official documents, namely the BPKB and STNK. Article 65(2) of Law No. 22 of 2009 on Road Traffic and Transportation states that ownership is proven by these documents. In this case, the documents must clearly show that the Plaintiff is the rightful owner—not the Defendant. Accordingly, there was no legal transfer of ownership or lawful control to the Defendant that could justify the leasing agreement. Any legal consequences arising from such an agreement, therefore, lack a valid juridical basis. It must be emphasized that if a leasing agreement is based on an unlawfully held object, then all legal consequences derived from it are also invalid. Regarding contractual breach, a person may only be held accountable if they were legally bound by a valid contract creating legal obligations. In this case, since the leasing agreement does not fulfill the legal requirements of a valid contract, the Defendant cannot be said to have failed to perform a lawful obligation. In other words, no binding obligation arises from a legally flawed contract. Therefore, the legal basis for asserting a breach of contract is weak and unfounded.

From the perspective of contract theory, this leasing agreement cannot be justified even under the doctrines of conditional or suspended agreements. A conditional contract requires the fulfillment of certain conditions to create legal effects, while a suspended contract delays enforceability until a specific time. However, these doctrines are irrelevant here, as the legal flaw lies not in timing or unmet conditions, but in the illegitimacy of the object itself. No condition or period can change the legal status of an object that already violates the principle of legality.

Thus, the legal relationship between the Defendant and the leasing company is not a valid contractual relationship, but rather one that is rooted in a legal transgression. Accordingly, all resulting legal consequences—including breach of contract claims—lack legitimacy under civil law. If the underlying agreement is invalid, then no

party has a right to demand performance or claim breach thereof. Legal reasoning becomes inconsistent if courts rule a Defendant in breach of a contract that was never valid to begin with.

A court ruling that grants a breach of contract claim in this case risks creating a negative precedent in civil law evidence practices. It could suggest that anyone may collateralize or transfer someone else's property and still gain legal protection, as long as there is a breach in payment. This would erode the principle of ownership protection and undermine justice. If such practices are tolerated, legal order will be compromised, and public trust in the judiciary will deteriorate.

Recognizing the validity of a leasing contract arising from a legal violation poses a serious risk to legal certainty. This not only affects the parties directly involved, but also sends the wrong message to businesses and the general public regarding the standards that must be upheld. Courts must therefore be stricter in assessing the legality of contract objects and ensure that every agreement is founded on lawful grounds. Consistent law enforcement is essential to maintaining the integrity of Indonesia's civil law system. In this context, the court should have rejected the Plaintiff's claim, as it lacked a valid and binding legal basis under applicable law.

CONCLUSION

The legal issues arising in the practice of leasing agreements involving objects originating from lease contracts, as reflected in the Gunung Sugih Court Decision No. 10/Pdt.G/2021/PN.Gns, reveal an imbalance between the principle of freedom of contract and the foundational principles of property law. Although a leasing agreement may formally fulfill the validity requirements under Article 1320 of the Indonesian Civil Code, materially such an agreement becomes invalid if the object of the contract is not owned by the contracting party. This situation violates the *nemo plus juris* principle and the *droit de suite* principle, both of which emphasize that ownership rights cannot be transferred by a party lacking lawful authority.

Therefore, the validity of a contract does not solely rely on the mutual agreement between the parties, but also on the legal certainty and the lawful status of the object being contracted. In the referenced case, the defendant's act of using someone else's vehicle as the object of a leasing agreement constitutes a violation of fundamental property law principles, rendering the leasing agreement legally void. This underscores that the legality of a leasing contract is heavily dependent on the valid ownership of the leased object.

RECOMMENDATION

As a concrete step to prevent the recurrence of legal issues in leasing agreements involving unlawfully owned objects, the government and financial authorities should formulate stricter and more explicit regulations concerning financing practices. These regulations must impose an obligation on financing institutions to conduct thorough verification of the ownership status of leasing objects before approving any agreement. The practice of leasing agreements requires an integrated legal approach that bridges contract law and property law. Harmonizing these two areas of law is crucial to ensure that contracts are not only formally valid but also substantively lawful and protective of third parties with legitimate property rights. Accordingly, legal practitioners and academics should advocate for the strengthening of an integrative legal perspective in the drafting and execution of leasing agreements. Moreover, legal education and public awareness campaigns must be promoted among the general public and financing institutions. An understanding of the limits of contractual freedom and the importance of respecting ownership rights as absolute and inviolable is essential in developing a financing system that is fair, accountable, and guarantees legal certainty.

REFERENCES

- Kitab Undang-Undang Hukum Perdata
Peraturan Presiden Nomor 9 Tahun 2009 Tentang Lembaga Pembiayaan
Peraturan Menteri Keuangan Nomor 1169/KMK.01/1991 Tahun 1991 Tentang Kegiatan Sewa Guna Usaha
Keputusan Menteri Keuangan Republik Indonesia Nomor 1169/KMK.01/1991 Tentang Kegiatan Sewa Guna Usaha
Pengumuman Direktur Jenderal Moneter Nomor PENG-307/DJM/III.1/7/1974 Tahun 1974 Tentang Pedoman Pelaksanaan Peraturan Leasing.
Keputusan Bersama Menteri Keuangan nomor 122/MK/2/1974, Menteri Perindustrian nomor 32/M/SK/2/1974, dan Menteri Perdagangan Republik Indonesia Nomor 30/Kpb/I/1974 Tentang Perizinan Leasing;
Peraturan Otoritas Jasa Keuangan (OJK) No. 29/POJK.05/2014 tentang Penyelenggaraan Usaha Perusahaan Pembiayaan
Putusan Pengadilan Negeri Gunung Sugih Nomor 10/Pdt.G/2021/PN.Gns
Hasbullah, Frieda Husni (2002). Hukum Kebendaan Perdata: Hak-hak yang Memberi Kenikmatan Jilid 1
HS, Salim (2013). Perkembangan Hukum Kontrak di Indonesia. Rajawali Pers.
Isnaeni, Moch (2016). Hukum Benda Dalam Burgerlijk Wetboek. Bandung: Revka Petra Media.
Marzuki, Peter Mahmud. (2010). Penelitian Hukum. Cetakan ke-6. Jakarta: Kencana Prenada Media Group.
Marzuki, Peter Mahmud. (2017). Penelitian Hukum. Cetakan ke-13. Jakarta: Kencana Prenada Media Group.
Prodjodikoro, Wirjono. (1993). Azas-azas Hukum Perjanjian. Bandung: Sumur.
Prodjodikoro, Wrdjono. Azas-azas Hukum Perjanjian. Bandung.
Setiawan, R.(1991). Pokok-pokok Hukum Perikatan. Jakarta: Binacipta.
Simatupang, Richard Burton. (2003). Aspek Hukum Dalam Bisnis, Edisi Revisi. Jakarta: Rineka Cipta.
Soebekti. (1989). Aneka Perjanjian. Bandung: Citra Aditya Bakti.
Subekti, Bandingkan. (1979). Pokok-pokok Hukum Perdata. Jakarta: PT Intermasa.
Subekti, R. (2005). Hukum Perjanjian. Jakarta: Intermasa.
Sugiyono. (2017). Metode Penelitian Kuantitatif, Kualitatif, dan R&d. Cetakan ke-25. Bandung: Alfabeta
Triwulan, Titik. (2008). Hukum Jaminan Keperdataan. CV Sinar Grafika.
Aprilianti. (2011). Perjanjian Sewa Guna Usaha Antara Lessee dan Lessor, Jurnal FH Unila, Fiat Justicia Jurnal Ilmu Hukum, Vol. 2 No.3, <https://jurnal.fh.unila.ac.id/index.php/fiat/article/download/340/299/1047>
Azzahra Viola Farica. Et al., Analisis Putusan Hakim Dalam Gugatan Wanprestasi Perjanjian Utang Piutang Modal Usaha. Yayasan Daarul Huda Krueng Mane, Media Hukum Indonesia, Vol. 2 No.3, <https://ojs.daarulhuda.or.id/index.php/MHI/article/download/458/490>
Budhayati, Christina Tri. (2024). Asas Kebebasan Berkontrak Dalam Hukum Perjanjian Indonesia, Repository UKSW, Widya Sari, Vol. 10, No.3, https://repository.uksw.edu/bitstream/123456789/39/3/ART_ChristianaTri%20Budhayati_Asas%20kebebasan%20berkontrak_Full%20text.pdf
Gayo, Farhan Muhammad dan Heru Sugiyono. (2021). Penerapan Asas Pacta Sund Servanda Dalam Perjanjian Sewa Menyewa Ruang USaha, Jurnal UM Tapsel, Justitia: Jurnal Ilmu Hukum dan Humaniora, Vol. 8 No.3, <http://dx.doi.org/10.31604/justitia.v8i3.245-254>
Hartono, Laksamana Varelino Zeustan dan Paramita Prananingtyas. (2021). Aspek Hukum Perjanjian Dalam Transaksi Jual Beli Secara Online, E-journal Undip, Notarius, Vol. 16 No.3, <https://ejournal.undip.ac.id/index.php/notarius/article/download/41327/pdf>
Manalu, Laurentina dan Wardani Rizkianti. (2023). Asas Kebebasan Berkontrak dan Asas Proporsionalitas dalam Perjanjian Franchise Indomaret, Jurnal Interpretasi Hukum, Vol. 4 No. 3, <https://doi.org/10.22225/juinhum.5.1.8406.760-767>
Mopeng, Andika. (2017). Hak-Hak Kebendaan Yang Bersifat Jaminan Ditinjau Dari Aspek Hukum Perdata, Ejournal Unstrat, Lex Privatum, Vol. V No. 9, <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/18346/17874>
Niyasmukti, Billa Ratuwibawa, Mustika Setianingrum Wijayanti dan Dewi Bella Juniarti. (2022). Hak Kebendaan dan Keabsahan Perjanjian Kebendaan Virtual Land di Dalam Metaverse Ditinjau Berdasarkan KUHPperdata, Mhn Bpn, Majalah Hukum Nasional, Vol. 52 No. 2, <https://mhn.bphn.go.id/index.php/MHN/article/download/176/96/>
Parrangan, Glen Divy. (2018). Fungsi Otoritas Jasa Keuangan dalam Melindungi Kepentingan Konsumen dalam Perjanjian Pembiayaan, E-journal Unstrat, Lex Administratum, Vol. VI No.4, <https://ejournal.unsrat.ac.id/index.php/administratum/article/download/24532/24228>

THE LEGAL STANDING OF A LEASING AGREEMENT INVOLVING AN OBJECT ORIGINATING FROM A LEASE AGREEMENT

Vernandito Sudharta Raftua Tampubolon and Wardani Rizkianti

- Sakti, Galih Kurnia dan Ana Silvana. (2024). Perlindungan Hukum Pihak Ketiga Dari Asas Droit de suite Dalam Eksekusi Hak Tanggungan, Undip E-journal, Notarius, Vol. 17 No. 1, <https://ejournal.undip.ac.id/index.php/notarius/article/download/46950/pdf>
- Sari, Silvy Triadita dan Arief Suryono. (2021). Tinjauan Hubungan Hukum Perjanjian Leasing Kendaraan Bermotor, Jurnal UNS, Privat Law, Vol. 9 No.1, <https://jurnal.uns.ac.id/privatlaw/article/viewFile/28762/pdf>
- Simandjuntak, Reynold, Jeshica Sampe dan Winda. (2025). Kekuatan Hukum Sertidikan Hak Milik Berdasarkan Alas Hak Cacat dalam Perspektif Asas Nemo Plus Juris: Sudi Kasus Putusan PN Tondano Nomor 97/Pdt.G/2024/PN Tnn, Researchhub, Khatulistiwa: Jurnal Pendidikan dan Sosial Humaniora, Vol. 05 No. 2, <https://researchhub.id/index.php/Khatulistiwa/article/download/5900/3336/17950>
- Usanti, Trisadini Prasastinah. (2012). Lahirnya Hak Kebendaan, Jurnal Perspektif, Uwks E-journal, Perspektif, Vol. XVII No.1, <https://ejournal.uwks.ac.id/myfiles/201303262718521985/5.pdf>
- Zahirah, Rosintya Roudhotul. (2020). Perjanjian Gadai atas Objek Mobil Sewa Oleh Penyewa Mobil, Ntaire, Vol. 3 No.3 <https://doi.org/10.20473/ntr.v3i3.22835>
- Zakiyah dan Tavinayati. (2018). Urgensi Jaminan Fidusia Dalam Perjanjian Leasing, Jurnal Hukum Fakultas Hukum Universitas Lampung Mangkurat, Vol. 3 No.1, <https://media.neliti.com/media/publications/499773-none-3bb5e7f0.pdf>