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Legal certainty gaps in cessie notification: a doctrinal comparison of the indonesian civil code and ojk consumer protection standards

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ABSTRACT

This study analyzes legal-certainty gaps in bank notification of the assignment of receivables (cessie) by comparing Article 613 of the Indonesian Civil Code with Articles 50 and 52 of Financial Services Authority Regulation Number 22 of 2023. It employs doctrinal legal research using statutory, conceptual, and case approaches. Primary legal materials were selected because they directly regulate assignment, banking prudence, consumer protection, electronic evidence, and personal data. Five anonymized case illustrations were purposively included because they describe notification, receipt, unilateral transfer, or third-party collection. Analysis used a norm-comparison matrix covering the agreed channel, proof of receipt, timing and confirmation, information completeness, and sanctions. The results identify ambiguity in the agreed means of correspondence, the absence of an explicit proof-of-receipt duty, inconsistent evidentiary standards between Articles 50 and 52, and insufficient operational rules on confirmation and documentation. The study proposes a technology-neutral, evidence-based notification standard that protects consumers while supporting prudential banking and legal certainty.

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Introduction

The Coronavirus Disease 2019 (COVID-19) pandemic placed simultaneous pressure on public health, business activity, and the financial system. Restrictions on economic activity weakened the repayment capacity of some debtors and increased the importance of non-performing loans (NPLs) as a measure of banking-sector pressure. Indonesia's economy contracted sharply in 2020, while government support and bank restructuring policies sought to prevent a wider deterioration in credit quality (Badan Pusat Statistik, 2021; Oppusungu et al., 2023; Tarigan et al., 2022). The Financial Services Authority (OJK) responded through the National Economic Recovery framework and POJK Number 11/POJK.03/2020 as a countercyclical policy. Although the NPL ratio subsequently improved, the nominal value of problem loans remained material. In April 2024, total banking credit reached IDR 7,310.7 trillion and grew by 13.09% year on year (Otoritas Jasa Keuangan, 2024c). This context explains why banks continue to use several recovery mechanisms after restructuring efforts fail.

Article 1 point 11 of the Banking Law defines credit as the provision of money or equivalent claims under a lending agreement that obliges the borrower to repay within a specified period with interest. Credit creates legal and financial risks when consumers do not fully understand the product's costs, benefits, repayment capacity, and enforcement consequences. Banks may initially restructure payment schedules, reduce interest, or extend the tenor; however, restructuring does not always restore performance (Widaningtyas et al., 2022).

One alternative for managing problem receivables is cessie, namely the assignment of a creditor's right to collect to a new creditor. The object transferred is the receivable itself, not the NPL classification. Under Article 511 point 3 of the Civil Code, a receivable constitutes an intangible movable asset. Cessie therefore requires an underlying obligatory agreement and an authentic or private deed of assignment (Basri, 2020; Sewu et al., 2019).

Article 613 paragraph (2) of the Civil Code provides that an assignment of a receivable in the name has no effect against the debtor until the debtor receives notice or gives written approval and acknowledgment. Notification is consequently not a mere administrative formality; it determines when the debtor must recognize the assignee as the party entitled to payment. Comparative scholarship similarly shows that, before notice, a good-faith debtor may generally discharge the obligation by paying the original creditor (Levrinc, 2023; Setiawan & Satrio, 2010). In the financial-services sector, Article 52 of POJK Number 22 of 2023 requires a Financial Services Business Actor (PUJK) to comply with assignment procedures, include the possibility of assignment in the credit or financing agreement, notify the consumer or obtain consumer approval, disclose the value of the transferred collection right, and ensure that the transfer does not harm the consumer. Article 50 of the same regulation separately requires evidence that can document notification of changes to contractual terms. Reading these provisions together raises an internal consistency issue concerning the evidentiary standard for cessie notification.

A recurring dispute arises when a bank proves that it sent a notification but the consumer states that the notice never arrived. Proof of delivery confirms dispatch, whereas proof of receipt establishes that the notice reached or became accessible to the consumer. Consumers may learn about the transfer only after collection by an unfamiliar third party, a change in the Financial Information Service System (SLIK), or an auction plan. Such situations create uncertainty about the lawful payee, the validity of collection, and the consumer's ability to verify the assignee.

Data processed by the author from OJK illustrate the practical scale of the issue. The aggregated recapitulation used in this study contains 676 services related to cessie or transfer of receivables during 2022–2025: 495 from banking and 181 from the non-bank financial industry. Separately, OJK recorded 14,057 complaints concerning collection-officer conduct during 2023–2024. The latter figure is contextual and cannot be equated with cessie complaints, but it demonstrates the broader consumer-protection environment in which third-party collection occurs. Recent studies have examined cessie procedures in housing credit, unilateral assignments, debtor protection, mortgage-right transfers, repeated cession, and the legal consequences of absent notice (Dameria & Djajaputra, 2024; Hamler, 2022; Hardiyansyah & Tjempaka, 2025; Permata Mulia & Agus Setyono, 2025; Suherman, 2024; Tenritata et al., 2022; Yusvaldi et al., 2023). Prihantoro and Gultom (2025) specifically emphasize the urgency of a bank notification letter under POJK Number 22 of 2023. Nevertheless, the literature has not systematically compared the proof standard in Article 52 with Article 50 of the same regulation, connected that comparison to aggregated patterns in data processed by the author from OJK, and translated the findings into an operational notification model.

This study therefore aims to identify the legal-certainty gaps in cessie notification and formulate an evidence-based revision of Article 52 of POJK Number 22 of 2023. It addresses three questions: (1) how do Article 613 of the Civil Code and Articles 50 and 52 of POJK Number 22 of 2023 allocate notification and evidentiary duties; (2) what patterns in the data processed by the author from OJK and the anonymized cases indicate practical notification weaknesses; and (3) what regulatory formulation can harmonize consumer protection, prudential banking, and the enforceability of cessie?

Method

This study uses normative or doctrinal legal research with descriptive-analytical specifications. The statutory approach examines the hierarchy, wording, relationship, and legal consequences of the relevant rules. The conceptual approach applies legal-certainty, consumer-protection, prudential-banking, and legal-development concepts. The case approach uses anonymized illustrations derived from data processed by the author from OJK to test how the norms operate in recurring notification situations. The design remains doctrinal rather than empirical because the principal object of analysis is the consistency and operational sufficiency of legal norms; the OJK-derived data serve as supporting evidence of practical relevance.

Primary legal materials were included when they directly regulate assignment of receivables, banking activity, consumer protection, electronic evidence, personal data, or the authority of OJK. They comprise the 1945 Constitution, the Civil Code, the Consumer Protection Law, the Banking Law, the OJK Law, the

Financial Sector Development and Strengthening Law, the Electronic Information and Transactions Law, the Personal Data Protection Law, POJK Number 40/POJK.03/2019, and POJK Number 22 of 2023. Secondary materials prioritize peer-reviewed journal articles published from 2015 to 2026; older books and articles are retained only when they provide foundational cessie or legal-certainty doctrine. Materials unrelated to notification, proof, assignment effects, consumer rights, or bank prudence were excluded.

Supporting materials consist of aggregated data processed by the author from OJK for selected cessie-related categories during 2022–2025. The records were grouped by sector, problem type, and banking product and were limited to categories associated with cessie, transfer of receivables, collection conduct, restructuring, credit transfer, or auction objection. The 676 services represent the complete aggregated data available within those selected categories, rather than a random sample. The separate aggregate of 14,057 collection-officer complaints for 2023–2024 was used only as contextual information and was not combined with the 676 services. Five anonymized case illustrations were purposively selected because their narratives expressly referred to notice, receipt, learning of the assignment through SLIK, unilateral transfer, or collection pressure. Narratives without a discernible connection to assignment notification were excluded.

The legal-document coding matrix used six dimensions: (1) legal basis and the party responsible for notification; (2) the agreed physical or electronic channel; (3) proof of dispatch and proof of receipt; (4) timing and confirmation; (5) completeness of information, including the identity of the assignee and value of the collection right; and (6) legal consequences, documentation duties, and sanctions. The OJK-derived data were analyzed through frequencies, percentages, year-to-year changes, cumulative growth, and category shares. The case illustrations were compared with the same matrix to identify convergent and divergent patterns.

The analytical process proceeded through problem formulation, selection of legal and supporting materials, classification of the supporting OJK data, coding in the norm-comparison matrix, doctrinal interpretation, descriptive synthesis, and formulation of regulatory recommendations. One researcher performed the coding and rechecked every category against the source data and legal matrix before synthesis. Because no second coder participated, intercoder reliability was not calculated; this limitation is stated explicitly. Inferential tests, regression, and confidence intervals were not applied because the available data processed from OJK are aggregated administrative records without individual-level variables, exposure denominators, or a counterfactual group. Applying those tests would create false precision and would not answer the study's doctrinal questions.

Results and Discussions

Cessie Practices in the Banking Sector

The transfer of receivables through cessie allows a bank to manage asset quality, particularly after restructuring or other recovery measures do not resolve doubtful or non-performing credit. The assignee may be another financial institution, an asset-management company, or another legally authorized party. Cessie changes the creditor but does not extinguish the underlying obligation; accessory security rights generally follow the transferred receivable (Basri, 2020; Sewu et al., 2019).

The process can be organized into four legally distinct stages. First, the bank identifies the portfolio and verifies the receivable and supporting security. Second, the bank and prospective assignee negotiate the portfolio, transfer value, representations, and servicing arrangements. Third, the parties execute the underlying sale or transfer agreement and the cessie deed. Fourth, the bank or other legally responsible party delivers notice to the debtor. The fourth stage determines opposability against the debtor and therefore carries the greatest consumer-protection significance. The four-stage description is a doctrinal reconstruction of the applicable legal process, not a statistical claim that all banks use an identical operational workflow.

Cessie Related Consumer Service Data

The data processed by the author from OJK comprise 676 services associated with the selected cessie-related categories during 2022–2025. Of these, 495 services (73.2%) came from banking and 181 (26.8%) from the non-bank financial industry. These figures describe the complete aggregated data available for the selected categories; they do not represent a probabilistic sample of all financial-service transactions. Total services increased from 124 in 2022 to 278 in 2025, a cumulative rise of 124.2% and an average annual growth rate of approximately 30.8%. The largest annual increase occurred from 2024 to 2025, when the total rose by 90.4%. Banking services increased from 92 to 213, while non-bank services increased from 32 to 65. The trend does not prove that regulatory ambiguity caused the increase; it shows that assignment-related service issues became more visible within the selected OJK data categories and therefore warrant clearer operational standards.

Collection-officer conduct accounts for 362 services (53.6%), followed by restructuring or credit relaxation with 166 (24.6%), take-over or credit transfer with 94 (13.9%), auction objections with 47 (7.0%), and specific objections to cessie with seven (1.0%). The specific cessie-objection category appears only in 2025 and all seven records came from banking. The broader categories cannot automatically be reclassified as cessie disputes, but their overlap with third-party collection, restructuring failure, and auction activity shows why a narrow count of explicit cessie objections understates the surrounding notification risk.

Credit cards or financing cards form the largest product group with 156 services (31.5%). Other banking products account for 87 (17.6%), multipurpose credit for 81 (16.4%), unsecured loans for 74 (14.9%), working-capital credit for 42 (8.5%), home-ownership loans for 38 (7.7%), and other products for 17 (3.4%). This distribution indicates a cross-product issue rather than a problem confined to mortgages. Consequently, a revised notification standard should apply across banking products and remain neutral toward the communication technology used.

Data processed by the author from OJK show that complaints concerning collection-officer conduct increased from 1,322 in 2021 to 8,958 in 2024; the combined total for 2023–2024 was 14,057. This figure is not a sample of cessie complaints and the available aggregate does not permit a statistical association between collection conduct and notification failure. It is used only to establish the practical relevance of third-party collection and communication issues, not to infer causation.

Five anonymized illustrations derived from data processed by the author from OJK clarify how notification weaknesses operate in practice. Three illustrations show that consumers either did not receive a bank notice, learned of the transfer through SLIK, or faced a unilateral assignment and auction plan without documented notice. One illustration demonstrates a more adequate practice because the consumer received the notice and could communicate with the assignee, while another shows the use of cessie terminology as collection pressure. The small purposive set cannot establish prevalence, but it identifies mechanisms through which weak notification standards produce legal uncertainty.

Analysis of Article 613 of the Civil Code and Article 52 of POJK Number 22 of 2023

Article 613 of the Civil Code operates as the general private-law rule, while Articles 50 and 52 of POJK Number 22 of 2023 provide sector-specific consumer-protection duties. Article 613 determines opposability against the debtor; Article 52 adds duties concerning contractual disclosure, notice or approval, disclosure of the transferred value, and the prohibition of consumer harm. Legal certainty requires these norms to provide predictable conduct, verifiable compliance, and consistent consequences (Braithwaite, 2002; Borowski, 2024).

The phrase 'means of correspondence agreed between the Consumer and PUJK' remains open to multiple interpretations. A general credit agreement may list an address, email, or telephone number without expressly designating which channel will be used for cessie notice. If the bank selects a channel unilaterally or relies on outdated contact data, the consumer cannot reasonably predict where legally significant information will arrive. Recent studies on housing credit similarly report divergent procedures and recurring uncertainty over whether notice has been effectively completed (Rasyid & Danil, 2024; Tenritata et al., 2022).

A second gap concerns evidence. Proof of dispatch demonstrates that the bank initiated delivery; proof of receipt demonstrates that the consumer received or could access the information. Article 613 paragraph (2) links legal effect to notice reaching the debtor or to written acknowledgment. Studies of assignments without notice consistently identify double-payment risk, mistaken default allegations, and difficulty verifying the new creditor (Hamler, 2022; Hardiyansyah & Tjempaka, 2025; Padmasari, 2018; Suherman, 2024). Article 52 should therefore distinguish the two evidentiary stages and allocate the risk of failed delivery.

An internal disharmony also appears between Articles 50 and 52 of POJK Number 22 of 2023. Article 50 requires notification of changes to contractual terms in a form that can be documented and used as evidence in a dispute, whereas Article 52 does not express an equivalent proof standard for a change of creditor. Because a cessie can affect payment instructions, collection, restructuring, and enforcement, applying a weaker evidentiary standard to Article 52 conflicts with fair treatment and effective consumer protection. The anonymized illustrations derived from data processed by the author from OJK reveal three operational patterns that correspond to the normative gaps: delivery to inaccurate or outdated contact data; use of a channel that the consumer did not specifically agree to for cessie notice; and incomplete information about the assignee, transfer value, or effective date. These patterns do not prove the frequency of each failure across the market, but they demonstrate how ambiguity in the norm can translate into disputes about receipt and lawful payment.

Legal Consequences of Unproven Notices

Under Article 613 paragraph (2) of the Civil Code, an assignment that has not been notified to or acknowledged by the debtor cannot be enforced against that debtor. A good-faith payment to the original creditor may therefore discharge the debtor even though the receivable has already been assigned between the cedent and assignee. The same protective logic appears in comparative assignment law, which preserves the debtor's position until effective notice (Levrinc, 2023).

For banks and assignees, inability to prove effective notice increases the risk of consumer complaints, payment disputes, challenges to collection or security enforcement, and reputational loss. For consumers, it creates uncertainty about the lawful payee and the authenticity of collection. These risks support an evidentiary duty, but the aggregated data processed by the author from OJK cannot quantify an effect size or prove that absent notice independently caused each complaint. The legal conclusion rests on doctrinal interpretation, while the administrative data demonstrate practical relevance.

Ideas for Improving Article 52 of POJK Number 22 of 2023

Regulatory improvement is justified by four connected findings: ambiguity in the agreed correspondence channel, absence of an explicit distinction between dispatch and receipt, lack of a measurable confirmation mechanism, and inconsistency with Article 50. Legal-development theory supports regulatory adaptation to electronic communication, but technological flexibility must not weaken evidentiary reliability or consumer protection. The credit agreement should disclose from the outset that the receivable may be assigned and identify the channel or hierarchy of channels for a future cessie notice. This clause provides advance transparency but does not replace transaction-specific notice. When the assignment occurs, the consumer must receive the identity and contact details of the assignee, the value of the transferred collection right, the effective date, payment instructions, and a verification or complaint channel.

Permitted channels should include registered physical mail, active email, short messages, instant-messaging applications, banking applications, and other verified digital facilities used by the consumer. Articles 5 and 6 of the Electronic Information and Transactions Law recognize electronic documents when the system preserves accessibility, integrity, and reliability. Banks should periodically verify contact data, while consumers should remain responsible for reporting changes through accessible procedures. Evidence should correspond to the channel. Physical delivery may rely on a signed receipt or a verifiable courier record; email may use delivery and access logs; instant messages may use delivered or read indicators linked to the registered number; and banking applications may require an explicit acknowledgment action. When the consumer does not respond, the regulation may create a rebuttable presumption of receipt only after the bank proves proper dispatch to an active registered channel, provides a reasonable confirmation period, and documents follow-up efforts.

Proposed Substantive Formulation for Article 52 of POJK Number 22 of 2023

It is proposed that Article 52 of POJK Number 22 of 2023 be reformulated to provide greater legal certainty and consumer protection in the transfer of receivables: (1) When a PUJK in the banking sector transfers collection rights to another party under a credit agreement with a Consumer, the PUJK must comply with the assignment procedures prescribed by law; (2) The credit agreement must disclose that the receivable may be transferred to another party and must identify the agreed notification channel or hierarchy of channels; (3) When the transfer occurs, the PUJK must notify the Consumer through a registered and active physical or electronic channel and disclose the assignee, transfer value, effective date, payment instructions, and verification channel; (4) The PUJK must request confirmation of receipt and provide the Consumer with 20 working days to respond. In the absence of a response, receipt may be presumed only when proper dispatch to an active registered channel and reasonable follow-up can be proven; (5) The PUJK must retain proof of receipt or verified proof of dispatch, confirmation records, and follow-up documentation for use in supervision and dispute resolution; (6) The transfer must not impose additional costs or alter benefits, risks, rights, or obligations contrary to the credit agreement and applicable consumer-protection law; and (7) A violation of these duties is subject to the administrative sanctions provided in Article 52.

The proposed formulation integrates advance contractual disclosure, transaction-specific notice, physical and electronic channels, a measurable confirmation period, documented proof, a prohibition on consumer harm, and administrative sanctions. It strengthens Article 613 by translating the general requirement of notice into operational standards for banking and by aligning Article 52 with the evidentiary logic of Article 50.

Implementation would require banks to review standard agreements, establish auditable notification records, verify contact data, train personnel and third-party collectors, and create a clear consumer-verification channel. These compliance measures support the prudential principle because they reduce dispute risk and clarify the relationship among the original creditor, assignee, and debtor. They also respond to recent scholarship that calls for stronger notification and debtor protection without preventing lawful receivables transfers (Dameria & Djajaputra, 2024; Permata Mulia & Agus Setyono, 2025; Prihantoro & Gultom, 2025).

Comparison with Previous Studies and Research Contribution

Prior scholarship consistently recognizes notice as central to debtor protection, but it usually concentrates on a particular credit product, court decision, or party. The present study adds an internal comparison of Articles 50 and 52, an explicit proof-of-receipt framework, and a transparent distinction between the selected cessie-related data and the separate contextual aggregate of collection complaints.

The comparative literature can be grouped into six streams. First, Tenritata et al. (2022) and Rasyid and Danil (2024) identify uneven cessie procedures and multiple interpretations; this study maps Articles 613, 50, and 52 through a six-dimension evidentiary framework. Second, Hamler (2022), Suherman (2024), Hardiyansyah and Tjempaka (2025), and Permata Mulia and Agus Setyono (2025) identify non-opposability, double-payment risk, and debtor vulnerability; this study distinguishes dispatch from receipt and proposes a measurable confirmation rule. Third, Yusvaldi et al. (2023), Haykal (2018), and Dameria and Djajaputra (2024) emphasize protection against unilateral transfer and enforcement; this study extends the analysis beyond mortgages by using data across multiple banking products processed by the author from OJK. Fourth, Basri (2020), Oppusungu et al. (2023), and Prihantoro and Gultom (2025) discuss cessie as a recovery mechanism and stress notification urgency; this study separates doctrinal conclusions from descriptive administrative trends and avoids causal overstatement. Fifth, Sewu et al. (2019) show legal risk for assignees when receivables are transferred repeatedly; this study balances certainty for the debtor, original creditor, and assignee through auditable notice. Sixth, Levrinc (2023) links notice to debtor discharge, while Cornut St-Pierre (2023) shows how market efficiency can weaken disclosure; this study proposes a technology-neutral standard that preserves efficient transfer without sacrificing proof and consumer verification.

The convergence across these studies supports the doctrinal conclusion that effective notice protects both debtor and assignee. The present contribution lies not in claiming a statistically proven causal relationship, but in showing that the current regulatory text lacks the channel, receipt, confirmation, and documentation rules needed to make that protection operational.

Conclusions

The doctrinal comparison demonstrates that the current cessie-notification framework does not yet provide a fully predictable and verifiable standard. Article 613 of the Civil Code makes notice or written acknowledgment decisive for opposability against the debtor, while Article 52 of POJK Number 22 of 2023 does not expressly distinguish proof of dispatch from proof of receipt or prescribe a uniform confirmation mechanism. The comparison with Article 50 confirms an internal evidentiary inconsistency within the same regulation.

The aggregated data processed by the author from OJK support the practical relevance of that conclusion without establishing causation. The 676 services represent the complete aggregated data for the selected cessie-related categories in 2022–2025, rather than a random sample. The 14,057 collection-officer-conduct complaints in 2023–2024 form a separate contextual aggregate and must not be interpreted as cessie complaints. The trend and five purposively selected cases illustrate recurring receipt, channel, information, and third-party-collection problems, but they do not permit population-wide prevalence estimates or inferential testing.

Article 52 should therefore require advance contractual disclosure, transaction-specific notice, verified physical or electronic channels, complete information about the assignee and transferred value, a measurable confirmation period, retained proof of receipt or verified dispatch, follow-up procedures, a prohibition on consumer harm, and administrative sanctions. This formulation would harmonize Article 52 with Article 50, operationalize Article 613, and strengthen prudential risk management.

This study is limited by the aggregated form of the supporting OJK data, the absence of individual-level exposure and outcome variables, the purposive nature of the five case illustrations, and the use of a single legal coder. Future empirical research should examine case-level notification records across banks, test consumer receipt and comprehension, compare physical and digital channels, and evaluate enforcement outcomes after a clearer notification standard is adopted.

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