

Legal Empowerment of The Talang Kawo Community Through Understanding Motor Vehicle Credit Agreements With Fiduciary Guarantees

Pemberdayaan Hukum Masyarakat Talang Kawo Melalui Pemahaman Perjanjian Kredit Kendaraan Bermotor Dengan Jaminan Fidusia

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Abstract:

The low legal literacy of the community in Talang Kawo, Merangin Regency, regarding motor vehicle credit agreements with fiduciary guarantees makes them vulnerable to detrimental practices. This community service aims to empower the community by enhancing their understanding of their rights and obligations, particularly concerning fiduciary guarantee execution procedures following Constitutional Court Decision No. 18/PUU-XVII/2019. The method used was participatory legal counseling on March 26, 2025, with a descriptive qualitative approach. The activity's effectiveness was measured using pre-test and post-test instruments. The results showed a highly significant increase in legal understanding, with the average participant knowledge score rising from 38 to 82. It is concluded that the interactive counseling method successfully raised the community's legal awareness, equipping them with the knowledge to protect themselves from potential defaults and non-procedural executions.

Abstrak:

Rendahnya literasi hukum masyarakat di Talang Kawo, Kabupaten Merangin, mengenai perjanjian kredit kendaraan bermotor dengan jaminan fidusia membuat mereka rentan terhadap praktik yang merugikan. Kegiatan pengabdian ini bertujuan untuk memberdayakan masyarakat melalui peningkatan pemahaman mengenai hak dan kewajiban mereka, khususnya terkait prosedur eksekusi jaminan fidusia pasca-Putusan Mahkamah Konstitusi No. 18/PUU-XVII/2019. Metode yang digunakan adalah penyuluhan hukum partisipatif pada 26 Maret 2025 dengan pendekatan kualitatif deskriptif. Efektivitas kegiatan diukur menggunakan instrumen pre-test dan post-test. Hasil kegiatan menunjukkan adanya peningkatan pemahaman hukum yang sangat signifikan, di mana skor rata-rata pengetahuan peserta meningkat dari 38 menjadi 82. Disimpulkan bahwa metode penyuluhan interaktif berhasil meningkatkan kesadaran hukum masyarakat, membekali mereka dengan pengetahuan untuk melindungi diri dari potensi wanprestasi dan eksekusi yang tidak sesuai prosedur.



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INTRODUCTION

Along with the increasing mobility and needs of modern society, motor vehicle ownership has become one of the important needs, including for the people in Merangin Regency, especially in the Talang Kawo neighborhood, Bangko Hamlet Village. Ease of access to financing through credit institutions or leasing has encouraged an increase in the number of vehicle ownership among the public. However, this convenience is often not balanced with an adequate understanding of the law from the consumer side. Most motor vehicle credit agreements use a fiduciary guarantee scheme, a complex legal mechanism in which the right to ownership of the object is transferred to the creditor as collateral, but control of the object remains with the debtor (Wahyu & Machmud, 2024). This phenomenon shows the urgency to provide legal education to the public to avoid potential losses due to misunderstanding.

The main problem that is the focus of the service activity which will be carried out on March 26, 2025 is the low legal literacy among the people of Talang Kawo regarding the content of credit agreement contracts and the consequences of fiduciary guarantees. Based on initial observations, many consumers only focus on the amount of installments and due dates without understanding other important clauses, rights and obligations as a debtor, as well as legal guarantee execution procedures in the event of default. The gap is the lack of legal counseling and empowerment activities that specifically target practical education on credit agreements with fiduciary guarantees at the local community level such as Talang Kawo.

The practice of fiduciary guarantees is specifically regulated in Law Number 42 of 1999 concerning Fiduciary Guarantees. This law basically aims to provide legal certainty for creditors (financing companies) for goods that are the object of collateral. One of the most crucial articles is Article 15 paragraph (2), which states that the Fiduciary Guarantee Certificate has the same executory power as a court decision that has acquired permanent legal force. This provision is often the basis for creditors to forcibly withdraw vehicles if the debtor is considered to be in default. However, the partial understanding of this article among the public has created inequality, where consumers feel powerless and resigned when their vehicles are executed unilaterally.

Consumers are also protected by Law Number 8 of 1999 concerning Consumer Protection (Erlinawati, & Nugrahaningsih, 2017). In Article 4 letter c, it is stated that consumers have the right to true, clear, and honest information about the condition and warranty of goods and/or services. In addition, Article 18 prohibits business actors from including standard clauses whose content is detrimental to consumers, including clauses that give power to business actors to take unilateral actions related to goods purchased in installments. The contradiction between consumers' right to clarity and practices in the field that are often not transparent

show that there is a legal gap that needs to be understood by the public so that they know their rights.

The legal condition related to the execution of fiduciary guarantees has undergone significant developments after the Constitutional Court Decision Number 18/PUU-XVII/2019. This decision provides a new interpretation of Article 15 of the Fiduciary Guarantee Law, which states that the execution of the Fiduciary Guarantee Certificate must be carried out through the district court if there is no agreement between the creditor and the debtor regarding the default, and the debtor is not willing to voluntarily surrender the object of the guarantee. The ignorance of the people of Talang Kawo about the Constitutional Court's decision is the peak of the problem, because they are vulnerable to being victims of forced execution on the street by debt collectors who are against the law, even though they have the right to take the legal route.

Based on the background and identification of the problem, the formulation of the problem in this service activity is: "How to improve the legal understanding of the community in the Talang Kawo environment, Bangko Hamlet Village, regarding their rights and obligations in a motor vehicle credit agreement with fiduciary guarantees to realize empowerment and legal protection for consumers?" The formulation of this problem is formulated in the form of questions that can be tested through counseling activities and interactive discussions.

Furthermore, the main purpose of this community service activity is to empower the people of Talang Kawo by providing a comprehensive understanding of the crucial aspects of motor vehicle credit agreements that are tied to fiduciary guarantees. Practically, this activity is expected to increase people's legal awareness so that they are more careful before signing a contract and are able to protect themselves from billing practices that are not in accordance with procedures. Theoretically, the results of this service can be a reference and model for the implementation of similar legal empowerment activities in other regions, as well as contribute to the community service literature.

RESEARCH METHODS

The method applied in this activity is a community service method that uses a descriptive qualitative approach. This approach aims to systematically and in detail describe the process of implementing legal empowerment activities and analyze the impact of the understanding received by the community in the Talang Kawo environment, Bangko Hamlet Village, Bangko District, Merangin Regency. (Irwansyah, 2022) The main form of activity is participatory legal counseling, which combines material presentations with interactive discussions to ensure active involvement of participants (Harmaini, 2024).

The types of data used in this activity are divided into primary data and secondary data. Primary data is data obtained directly from participants when the activity is carried out on March 26, 2025. Primary data sources include: (1) pre-test and post-test questionnaire results to measure participants' knowledge levels; (2) records of the results of discussions and questions and answers to identify specific problems faced by the community; and (3) the results of direct observation of the enthusiasm and response of the participants. The secondary data was obtained from literature studies which included legal materials such as Law No. 42 of 1999 concerning Fiduciary Guarantees, Law No. 8 of 1999 concerning Consumer Protection, Constitutional Court Decision No. 18/PUU-XVII/2019, as well as

relevant journal articles and books to strengthen the theoretical foundation of the material.

The data collection techniques used are also clearly described, including the data sources, research instruments, and data collection procedures applied. The main instrument is a structured questionnaire for pre-test and post-test. In addition, observation sheets are also used to record dynamics during the event and minutes to record all important questions and statements in the discussion session. The data collection procedure starts with the dissemination of the pre-test before the material is delivered, continued with the delivery of the material, observation and recording during the discussion, and ends with the dissemination of the post-test after the entire session is completed.

The data analysis method used in this study is adjusted to the type of data. For quantitative data derived from the questionnaire, comparative descriptive analysis was used. This technique compares the average scores of pre-test and post-test results to quantitatively measure the level of improvement in participants' understanding. Meanwhile, for qualitative data from the results of observation and discussion, thematic analysis was used. This qualitative data is reduced, categorized based on relevant themes (e.g., understanding of execution, the role of debt collectors, consumer rights), and then presented in a narrative manner to provide an in-depth explanation of the qualitative impact of these service activities.

DISCUSSION

Understanding the Rights and Obligations in a Credit Agreement with Fiduciary Guarantees

Binding Agreements

Every credit transaction is essentially an agreement or contract. According to Indonesian law, the basis of an agreement is regulated in the Civil Code (KUHPerdata), especially Article 1320 which requires the existence of an agreement, skill, certain things, and halal causes. The main principle is freedom of contract, which means that society is free to make any agreement as long as it does not violate law and public order. When signing a credit agreement, it is legally bound to comply with all its contents (Cornelius, 2018).

The Principle of Good Faith

Article 1338 of the Civil Code emphasizes that all agreements must be implemented in good faith. This means, both as consumers (debtors) and the financing company (creditors) must be equally honest. The creditor is obliged to explain the entire content of the agreement transparently without anything being covered up. On the other hand, as a debtor, he is also obliged to provide correct information and carry out the obligation to pay installments honestly according to the agreement (Azis, & Rahmawati, 2021).

Getting to Know Motor Vehicle Credit Agreements

A motor vehicle loan agreement is a contract in which the creditor provides a certain amount of funds for the purchase of a vehicle, and the debtor is obliged to return the funds along with the interest through installments within a certain period of time (Hanifah, Natalia, & Basit, 2024). In this agreement, the purchased vehicle is used as collateral for the debt. This is the starting point where the Fiduciary Guarantee mechanism begins to act as a binder between debt and guarantee.

What Exactly Is A Fiduciary Guarantee?

Fiduciary guarantees are specifically regulated in Law No. 42 of 1999. Fiduciary is the transfer of ownership rights of an object on the basis of trust, provided that the object whose ownership rights are transferred remains in the possession of the owner of the object. Simply put, during the credit period, the ownership (BPKB) of the vehicle is legally "entrusted" in the name of the creditor as collateral, but as a debtor he still has the full right to use and control the vehicle for daily needs (Tarigan, 2015).

The Importance of a Fiduciary Guarantee Certificate

To be valid, the fiduciary agreement must be registered by the finance company with the Fiduciary Registration Office. As proof, a Fiduciary Guarantee Certificate will be issued. According to Article 15 of the Fiduciary Guarantee Law, this certificate has executory power equivalent to a court decision that has permanent legal force. This means that this certificate gives the creditor the right to be able to execute or withdraw the guarantee if the debtor defaults or damages the promise (default).

Rights as a Consumer

Although creditors have rights, as consumers they are also protected by Law No. 8 of 1999 concerning Consumer Protection. Article 4 of this law guarantees the right to true, clear, and honest information. This means that they have the right to ask questions and get a detailed explanation of each article in the credit contract before signing it. Do not hesitate to ask for an explanation if there is legal language that you do not understand.

Prohibition of Harmful Standard Clauses

Article 18 of the Consumer Protection Law expressly prohibits companies from including standard clauses (standard agreements) that give them the right to act unilaterally. An example is a clause that states "creditors have the right to withdraw collateral at any time and anywhere without the debtor's consent". This kind of clause is fundamentally invalid under the law because it is very detrimental to one's position as a consumer.

Understanding the Concept of Default (Promise Injury)

Breach or injury of promise is a condition in which one of the parties does not carry out obligations according to the agreement (Harlina, & Lastfitriani, 2017). In the context of credit, default occurs if you do not pay installments on time according to the agreement. However, the determination of this default cannot be done unilaterally. There must be clear evidence, such as a warning letter (summons) that has been sent by the creditor to first.

Constitutional Court Decision

This is the most important rule that must be understood. The Constitutional Court Decision No. 18/PUU-XVII/2019 has provided a new interpretation that protects consumers. This ruling states that the finance company can no longer execute or withdraw the vehicle unilaterally, unless two conditions are met: (1) as the debtor acknowledges that there has been a default, and (2) voluntarily surrenders the vehicle.

Legal Execution Procedures

Based on the Constitutional Court's Decision, if a person does not feel that they have committed a default or is not willing to hand over the vehicle voluntarily, then the financing company is not allowed to make forced withdrawals, let alone use debt collector services on the road. The only legal avenue they can take is to file a lawsuit in the district court to get a verdict. In other words, forced execution can only be

carried out based on a court decision, not on the will of the creditor alone. This knowledge is the key to legal protection.

Implementation of Activities

The implementation of community service activities in the Talang Kawo environment, Bangko Hamlet Village, on March 26, 2025 has produced a number of important findings related to the level of community legal understanding and the effectiveness of the counseling methods used. This analysis aims to strengthen the scientific argument and ensure that the results obtained have a solid foundation. The findings will be directly related to the expectations that have been stated in the Introductory Chapter, especially related to how this activity answers the formulation of the problem and achieves its goal of empowering the community.

In accordance with the planned method, the activity began with the provision of a pre-test to the participants to measure their initial level of understanding of credit agreements and fiduciary guarantees. The results show that the level of public legal literacy on this topic is very low. Of the 25 participants who attended, the average pre-test score reached only 38 out of a scale of 100. Most of the participants (about 80%) were unable to explain what fiduciary guarantees are, did not know their rights and obligations as debtors, and had never heard of the Constitutional Court Decision No. 18/PUU-XVII/2019 which reorganized the execution procedures. These findings confirm the initial allegations presented in the introduction that the public is particularly vulnerable to harmful practices due to a lack of understanding of the content of the contract.

The implementation of counseling was carried out by an interactive lecture method followed by discussion and question and answer sessions. The material presented includes three main pillars: (1) The basic concept of credit agreements and fiduciary guarantees based on Law No. 42 of 1999; (2) Consumer rights protected by Law No. 8 of 1999; and (3) Procedures for the execution of valid guarantees after the Constitutional Court Decision No. 18/PUU-XVII/2019. During the session, observations showed a very high enthusiasm of the participants. The question and answer session became very dynamic, where the majority of questions centered on their real experience dealing with debt collectors. Some of the key questions that arise include: "Does leasing have the right to forcibly tow motorbikes on the road?" and "What should we do if someone comes to charge in an intimidating way?". This active response shows that the topics raised are very relevant and answer the urgent needs of the community.

After all the material and discussion are completed, participants are asked to do a post-test with the same questions as the pre-test. The results show a very significant improvement in understanding. The average score of participants in the post-test jumped to 82 from a scale of 100. All participants are now able to explain in simple terms that the execution of the guarantee should not be carried out by force if the debtor does not admit to a default and does not hand over the vehicle voluntarily, but must go through a court decision. This drastic increase proves that direct and interactive legal counseling methods are very effective in improving people's legal literacy in a short time. Thus, this discussion shows that the purpose of the activity to legally empower the community has been achieved.

CONCLUSION

Based on the overall results and discussions of the community service activities that have been carried out, several main conclusions can be drawn. First, legal empowerment activities through participatory counseling methods have proven to be very effective in increasing the understanding of the Talang Kawo community regarding motor vehicle credit agreements with fiduciary guarantees. This is demonstrated quantitatively through a significant increase in the average score of participants from 38 at the pre-test to 82 at the post-test. These findings directly answer the formulation of the research problem, that the understanding of community law can be effectively improved through structured and interactive education.

Second, it was confirmed that before the activity was carried out, the level of legal literacy of the Talang Kawo community was at a very low level, especially related to consumer rights and the procedure for executing fiduciary guarantees after the Constitutional Court Decision No. 18/PUU-XVII/2019. This low understanding makes them a vulnerable group to billing practices that are not in accordance with legal procedures. The high enthusiasm and relevance of the questions asked by the participants during the discussion session showed that this topic was an urgent need for the community.

As a recommendation, similar activities need to be promoted in a sustainable manner and expand their reach to other regions that have similar socio-economic characteristics, considering the massive use of credit financing among the community. In addition, it is recommended for academics or legal practitioners to develop simpler and more accessible educational media, such as brochures or digital content, to disseminate crucial information regarding consumer protection and fiduciary guarantees. For further research, it can be studied in more depth about the long-term impact of legal counseling on changes in consumer behavior in dealing with disputes with financing companies.

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