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Legal Protection of Creditors Through Conservatory Attachment in Livestock Feed Purchase Agreements Following Default: Decision No. 341/Pdt.G/2024/PN Bks

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ABSTRACT

Deferred-payment livestock feed purchase agreements expose suppliers to acute default risks, necessitating effective legal protection mechanisms to secure unpaid receivables during civil litigation. This study examines how conservatory attachment (*conservatoir beslag*) protects creditors against defaulting debtors in livestock feed purchase agreements and critically evaluates the judicial reasoning in Bekasi District Court Decision Number 341/Pdt.G/2024/PN Bks. Employing normative legal research with statutory and case approaches, the study analyzes primary, secondary, and tertiary legal materials qualitatively through deductive reasoning and grammatical and systematic interpretation, grounded in the theories of legal protection and legal certainty. The findings demonstrate that conservatory attachment functions preventively during litigation to restrain asset dissipation and repressively upon judicial validation to support future execution, particularly when immediate execution (*uitvoerbaar bij voorraad*) is rejected. Nevertheless, Decision Number 341/Pdt.G/2024/PN Bks reveals substantial doctrinal and practical limitations: the attached land certificate belongs to a non-party third person without explicit mortgage encumbrance or suretyship, rendering it vulnerable to third-party opposition (*derden verzet*); the collateral appraisal falls short of total arrears; and the court omitted an explicit assessment of the material requirements under Article 227 paragraph (1) of the *Herziene Inlandsch Reglement*. Consequently, while conservatory attachment provides formal procedural protection, durable creditor security requires robust upfront written contracts, formal security rights such as mortgage encumbrances, and explicit judicial reasoning.

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1. INTRODUCTION

The agricultural sector remains one of the strategic pillars of national development in Indonesia because it plays a vital role in establishing and maintaining food security, generating employment, improving public welfare, and supplying essential raw materials for industrial activities (Diwyanto, Priyanti, & Saptati, 2007).

Within this broader framework, the livestock industry constitutes a key subsector of Indonesia's agricultural development, contributing substantially to the national supply of meat, milk, and other animal-derived products while supporting household income and welfare. Livestock feed is a decisive component in the success of livestock enterprises, encompassing the type, quantity, and nutritional quality of feed provided to animals. The availability and adequacy of commercial feed directly determine production output and livestock productivity (Raihan, Malia, & Rozci, 2025).

Commercial feed distribution frequently relies on contractual arrangements between suppliers and livestock producers. In legal terms, an agreement establishes a legal relationship between two or more parties concerning proprietary interests, under which one party holds the right to demand performance and the other bears the obligation to render that performance as agreed. To carry binding legal force, an agreement must satisfy the statutory requirements for contractual validity (Saputri & Rustam, 2025).

Under Article 1313 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata* or *Burgerlijk Wetboek*, hereinafter the Civil Code), an agreement is defined as an act by which one or more persons bind themselves to one or more other persons. Article 1320 of the Civil Code prescribes four cumulative requirements for the validity of an agreement: (1) mutual consent of the binding parties; (2) legal capacity to enter into an obligation; (3) a specific subject matter; and (4) a lawful cause. Once validly formed, Article 1338 of the Civil Code establishes that the agreement binds the parties as statute (*pacta sunt servanda*) and must be performed in good faith so that contractual relations operate fairly and afford legal certainty to both parties.

In commercial practice, however, not every agreement is performed in accordance with its terms. When a party fails to fulfill agreed obligations, default (*wanprestasi*) arises. Default occurs when a debtor fails to perform the promised obligation altogether, performs after the stipulated deadline, or renders performance that does not conform to the contractual stipulations (Tambunan et al., 2026). Default may be categorized into total default and partial default, both of which inflict financial loss on the creditor whose contractual entitlements remain unsatisfied. To establish formally that a debtor is in default, the creditor generally must issue a formal notice of default (*somasi*), unless the agreement stipulates that the mere lapse of time places the debtor in default or the debtor expressly declares an unwillingness to perform (Iwanti & Taun, 2022).

Indonesian contract law governs default primarily through Article 1238 of the Civil Code on formal default, Article 1243 of the Civil Code on liability to reimburse costs, losses, and interest resulting from non-performance, and Article 1267 of the Civil Code on the aggrieved party's right to demand specific performance or contract termination accompanied by damages. When default occurs, creditors require effective procedural instruments to safeguard the recovery of their receivables.

Conservatory attachment (*conservatoir beslag*) is one of the primary procedural remedies available to creditors, allowing the court to place a debtor's movable or immovable assets under provisional seizure. Statutory authority for conservatory attachment is contained in Article 227 paragraph (1) of the *Herziene Inlandsch Reglement* (HIR, *Staatsblad* 1941 No. 44), Article 261 paragraph (1) of the *Rechtsreglement voor de Buitengewesten* (RBg, *Staatsblad* 1927 No. 227), and Article 720 of the *Reglement op de Rechtsvordering* (Rv, *Staatsblad* 1847 No. 52). Imposing conservatory attachment before final judgment aims to prevent the debtor from transferring, concealing, or dissipating assets during ongoing litigation, ensuring that if the claim succeeds and becomes enforceable, the attached property remains available to satisfy the debtor's obligations, including through judicial auction (Saputra & Mayasari, 2024). As a preventive safeguard in Indonesian civil procedure, conservatory attachment protects plaintiffs from winning hollow judgments (Al Anshari et al., 2025).

Winning a civil lawsuit does not automatically guarantee recovery. While proceedings are pending, a debtor may transfer or hide assets, rendering the eventual judgment illusory (*illusoir*) and unenforceable. Conservatory attachment under Article 227 HIR and Article 261 RBg operates in tandem with the general security principle in Articles 1131 and 1132 of the Civil Code, under which all present and future assets of a debtor serve as security for personal obligations. At the same time, because attachment restricts a debtor's control and economic interests prior to final adjudication, its imposition must rest on sound legal grounds and careful judicial balancing between creditor protection and debtor safeguards.

A concrete illustration of these tensions appears in Bekasi District Court Decision Number 341/Pdt.G/2024/PN Bks (Bekasi District Court, 2025), involving a commercial dispute between PT QA, a livestock feed supplier (Plaintiff), and HK, a broiler feed buyer (Defendant). PT QA approved HK's deferred-payment feed purchase facility with a credit ceiling of IDR 1,200,000,000 and a 30-day payment term, backed by a Certificate of Ownership (*Sertifikat Hak Milik*, SHM) No. 03693 covering 209 m² of land and a house in Tapos, Depok City, registered in the name of HK's parent (P) and appraised at IDR 1,142,200,000. After HK failed to settle arrears totaling IDR 1,253,437,500 despite three payment warning letters and two formal notices of default, PT QA sued for breach of contract and petitioned for conservatory attachment over SHM No. 03693 out of concern that the asset would be alienated. Although HK filed no formal statement of defense, HK submitted documentary evidence and contested whether the customer application form constituted a binding agreement. The Bekasi District Court partially granted the claim, ordered payment of IDR 1,253,437,500, rejected claims for immaterial damages and immediate execution (*uitvoerbaar bij voorraad*), and declared the conservatory attachment over SHM No. 03693 valid and binding.

Decision Number 341/Pdt.G/2024/PN Bks warrants close doctrinal scrutiny because it highlights both the utility and the vulnerabilities of conservatory attachment in commercial feed transactions. First, the attached property is registered in the name of a third party (HK's parent, P) who was not joined as a litigant. Second, the appraised collateral value is lower than the outstanding arrears, and the judgment records no formal encumbrance of Mortgage Rights (*Hak Tanggungan*), raising questions about the actual scope of protection conferred. Third, because the court denied immediate execution, the creditor must await a final and binding decision (*inkracht van gewijsde*), leaving conservatory attachment as the sole practical safeguard during potential appeals. Accordingly, this article addresses two research questions: (1) how legal protection is afforded to creditors through conservatory attachment (*conservatoir beslag*) against defaulting debtors in livestock feed purchase agreements; and (2) how the judges' legal reasoning in applying conservatory attachment in Bekasi District Court Decision Number 341/Pdt.G/2024/PN Bks aligns with positive law, legal protection, and legal certainty.

2. METHODS

This study employs a normative legal research method, which centers on written legal norms and doctrinal principles found in legislation, court decisions, and legal scholarship. Within this framework, law is examined as a coherent normative system understood through theoretical construction and juridical reasoning (Sukmawan & Damayanti, 2025). The research is descriptive-analytical in nature, examining positive civil and procedural law norms alongside the judicial considerations (*ratio decidendi*) in Bekasi District Court Decision Number 341/Pdt.G/2024/PN Bks.

Two complementary approaches are applied: the statute approach and the case approach. Drawing on Peter Mahmud Marzuki's systematic framework as discussed by Salim and Nurbani (2013), the statute approach examines all legislation and procedural regulations relevant to contract validity, default, security rights, and conservatory attachment. The case approach analyzes court decisions relevant to the legal issues under study by focusing on the *ratio decidendi*—the legal reasoning that led the panel of judges to its ruling (Salim & Nurbani, 2013).

The study relies on three categories of legal materials differentiated by binding authority and function (Putra et al., 2026). Primary legal materials consist of legally binding instruments, including

the Indonesian Civil Code, the *Herziene Inlandsch Reglement* (HIR), the *Rechtsreglement voor de Buitengewesten* (RBg), the *Reglement op de Rechtsvordering* (Rv), Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land, Law Number 1 of 1974 concerning Marriage, Supreme Court Circular Letters Number 3 of 2000 and Number 4 of 2001, Bekasi District Court Decision Number 341/Pdt.G/2024/PN Bks, and relevant Indonesian Supreme Court jurisprudence. Secondary legal materials comprise legal textbooks, peer-reviewed journal articles, and scholarly doctrines explaining the primary norms. Tertiary legal materials include legal dictionaries, encyclopedias, and glossaries.

All legal materials were collected through library research and documentary study and analyzed qualitatively using deductive reasoning as the primary analytical framework, supported by grammatical and systematic legal interpretation (Askin & Masidin, 2023). Through this analytical design, the study evaluates the conformity of judicial reasoning with positive legal norms and underlying legal theories, and formulates prescriptive recommendations to strengthen creditor protection in commercial livestock feed transactions.

3. FINDINGS AND DISCUSSION

3.1. Theoretical Framework: Legal Protection and Legal Certainty

Legal protection theory examines the forms and objectives of protection, the legal subjects entitled to protection, and the objects safeguarded by law (Salim & Nurbani, 2013). Fundamentally, legal protection aims to provide a sense of security—freedom from danger, interference, and anxiety—to aggrieved parties (Salim & Nurbani, 2013). Satjipto Rahardjo conceptualizes legal protection as shielding human rights harmed by others so that individuals may fully enjoy all rights guaranteed by law; fulfilling this protective mandate is a core responsibility of the state to uphold justice, security, and societal stability (Prayoga, Husodo, & Maharani, 2023). Effective legal protection therefore requires balancing legal certainty, justice, and utility: clear statutory norms must operate alongside judicial institutions capable of delivering tangible remedies both before and after a rights violation occurs.

Alongside legal protection, the theory of legal certainty provides the second analytical lens for this study. Originally articulated by Gustav Radbruch in *Einführung in die Rechtswissenschaften*, law embodies three fundamental values: justice (*Gerechtigkeit*), utility (*Zweckmäßigkeit*), and legal certainty (*Rechtssicherheit*) (Marbun, 2021). While justice occupies a central moral position, Radbruch subsequently emphasized that all three values hold equal standing and must be harmonized to achieve societal order and welfare (Yanto, 2020). Legal certainty signifies that written legal rules function as binding norms that must be obeyed to preserve order and protect individuals against arbitrary action, enabling legal subjects to predict the legal consequences of their conduct (Halilah & Arif, 2021; Marbun, 2021).

In Indonesian legal scholarship, Sudikno Mertokusumo similarly defines legal certainty as the assurance that law is genuinely enforced, that entitled parties obtain their rights, and that judicial decisions can be executed (Nur, 2023). While closely linked to justice, positive law is general and uniform whereas justice is contextual; legal certainty guarantees that rules are applied consistently according to their text. Consequently, legal certainty encompasses two dimensions: certainty in norms (clear, unambiguous, non-contradictory rules) and certainty in application (predictable judicial reasoning and enforceable outcomes). Together, the theories of legal protection and legal certainty establish the benchmark for assessing whether conservatory attachment in Decision Number 341/Pdt.G/2024/PN Bks adequately safeguards creditor rights.

3.2. Legal Protection of Creditors Through Conservatory Attachment in Defaulting Livestock Feed Purchase Agreements

Legal protection guarantees security for every legal subject engaging in commercial transactions and ensures that statutory and contractual rights can be defended when infringed (Lestari, Budiartha, & Sri, 2022). In Indonesian civil procedure, conservatory attachment is governed by Article 227 paragraph (1) HIR and Article 261 paragraph (1) RBg, which authorize judges to impose provisional seizure over a defendant's assets to ensure that an eventual judgment can be executed effectively (Nimah & Purwitasari, 2025). Because coercive measures in civil litigation cannot be exercised unilaterally (*eigenrichting*), any provisional restraint must rest on an order issued by a competent court (Sujayadi & Yuniarti, 2010).

In civil procedural law, coercive provisional measures take four principal forms (Sujayadi & Yuniarti, 2010):

1. Provisional decisions (*putusan provisi*), ordering the temporary cessation of a specific act or undertaking until final judgment is rendered;
2. Attachment orders (*penetapan sita*), comprising conservatory attachment (*conservatoir beslag*), marital attachment (*sita maritaal*) in divorce disputes, and revindicatory attachment (*revindicatoir beslag*) in ownership disputes;
3. Interlocutory sequestration orders (*sekestrasi*), directing litigants to entrust disputed property to a third party pending adjudication; and
4. Interlocutory orders for the sale of perishable goods, authorizing the sale of disputed items prone to deterioration and depositing the proceeds into a designated court account.

Focusing on conservatory attachment, Article 227 paragraph (1) HIR restricts its application primarily to monetary debt disputes arising from contractual default. Its core function is to freeze the defendant's assets so they cannot be transferred or encumbered to third parties before the judgment attains permanent legal force (Mutyara, Tarigan, Silaban, & Sinaga, 2022). Doctrinally, creditor protection against debtor default operates along two tracks: preventive legal protection and repressive legal protection (Lestari et al., 2022). Preventive protection is realized through legislation and contractual safeguards designed to deter violations and minimize material or immaterial losses before a dispute arises (Putra & Djajaputra, 2024). Repressive protection operates after a breach has occurred, resolving disputes through judicial remedies to restore the aggrieved creditor's financial position (Putra & Djajaputra, 2024).

In deferred-payment livestock feed purchase agreements, the supplier delivers feed upfront before receiving payment. Combined with Articles 1131 and 1132 of the Civil Code—which designate all of a debtor's assets as general security for contractual obligations—Article 227 paragraph (1) HIR and Article 261 paragraph (1) RBg empower judges to attach debtor assets whenever there is a reasonable suspicion (*persangkaan yang beralasan*) that the debtor intends to conceal or alienate property to evade payment, thereby preventing the judgment from becoming illusory.

This mechanism is illustrated in Bekasi District Court Decision Number 341/Pdt.G/2024/PN Bks (Bekasi District Court, 2025). PT QA extended a IDR 1,200,000,000 feed purchase ceiling with a 30-day term to HK, backed by SHM No. 03693 registered under the name of P (HK's parent) and appraised at IDR 1,142,200,000. When HK defaulted on arrears of IDR 1,253,437,500 despite three warning letters and two formal notices of default, PT QA filed suit and petitioned for conservatory attachment on January 16, 2025. Following the court's order and judicial delegation, the Depok District Court executed the attachment on March 7, 2025, notified the Land Office (*Kantor Pertanahan*) on March 10, 2025, and the Bekasi District Court subsequently declared the attachment valid and binding in its final judgment (consideration point 25). This validation afforded PT QA vital interim security over the asset—especially since its request for immediate execution was denied, compelling PT QA to wait until the judgment became final and binding.

Nevertheless, the protection achieved in Decision Number 341/Pdt.G/2024/PN Bks exhibits three critical limitations. First, the attached land is registered in the name of P, who does not appear as a

party to the lawsuit. Indonesian Supreme Court Decision Number 2769 K/Pdt/1995 (July 24, 1996) affirms that land belonging to a non-party third person cannot be subjected to conservatory attachment, exposing the attachment to lifting via third-party opposition (*derden verzet*). Second, the appraised collateral value is approximately IDR 111.24 million lower than the total arrears, and the judgment contains no indication of a registered Mortgage Right, leaving PT QA as a concurrent (unsecured) creditor without preferential rights (*droit de préférence*). Third, the panel's legal reasoning focuses largely on narrating the administrative chronology of execution rather than substantively testing the material requirement of reasonable suspicion under Article 227 paragraph (1) HIR. Consequently, while conservatory attachment formally secures creditor rights, its substantive strength depends heavily on clear asset ownership, adequate collateral valuation, and formal security encumbrance—such as Mortgage Rights or formal suretyship—established at contract inception.

3.3. Analysis of Judicial Reasoning in Bekasi District Court Decision Number 341/Pdt.G/2024/PN Bks

3.3.1. Case Chronology

The dispute in Decision Number 341/Pdt.G/2024/PN Bks involved PT QA, a commercial livestock feed supplier, as Plaintiff, and HK, a feed purchaser, as Defendant. The collateral certificate submitted to back the facility (SHM No. 03693) was registered in the name of P, HK's parent, who was not named as a party in the proceedings (Bekasi District Court, 2025).

The transaction began on January 17, 2023, when HK applied for a deferred-payment feed purchase facility via PT QA's Customer Application Form. PT QA approved a ceiling of IDR 1,200,000,000 with a 30-day payment term, secured by SHM No. 03693 in Tapos, Depok City, appraised at IDR 1,142,200,000. HK subsequently ordered and received broiler chicken feed up to the credit limit. According to the Plaintiff's allegations, HK failed to pay upon maturity. PT QA issued its first Debt Warning Letter on July 10, 2023, citing arrears of IDR 1,253,437,500, followed by a second warning on October 10, 2023, and a third warning on January 28, 2024. Receiving no payment, PT QA served Formal Notice of Default (*Somasi*) I on February 15, 2024. During an on-site visit on April 1, 2024—recorded in Minutes of Visit (*Berita Acara Kunjungan*)—HK promised to settle the debt in installments and replace the collateral certificate. When HK failed to honor that undertaking, PT QA served *Somasi* II on May 15, 2024.

PT QA filed its breach-of-contract lawsuit at the Bekasi District Court on September 9, 2024. During trial, HK submitted no formal written statement of defense (*jawaban*), but attended hearings, presented documentary evidence, and disputed that the Customer Application Form constituted a binding contract. On January 16, 2025, PT QA petitioned for conservatory attachment over SHM No. 03693, which the panel granted by court order. Because the land lay outside Bekasi's jurisdiction, the Bekasi District Court requested execution assistance (*delegasi*) from the Depok District Court on February 27, 2025. The Chief Judge of the Depok District Court issued an execution order on March 5, 2025, the bailiff executed the attachment on March 7, 2025, and the attachment was notified to the Depok Land Office on March 10, 2025, for official registration. On April 15, 2025, the Bekasi District Court partially granted the claim, rejecting immaterial damages and immediate execution while declaring the conservatory attachment valid and binding.

3.3.2. Defendant's Procedural Stance and Evidentiary Framework

Although HK did not submit a written statement of defense, HK participated in trial, produced documentary exhibits (T-1 onward), and contested the contractual status of the Customer Application Form. The panel appropriately framed the evidentiary standard by invoking the burden of proof under Article 163 HIR / Article 283 RBg, the evidentiary weight of written documents under Article 1888 of the Civil Code, and two Supreme Court precedents on photocopied documents—Supreme Court Decision Number 112 K/Pdt/1996 (September 17, 1998) and Supreme Court Decision Number 410

K/Pdt/2004. Because the dispute hinged on documentary evidence, citing these authorities was sound; both precedents recognize photocopies as having probative value when acknowledged by the opposing party or corroborated by other admissible evidence, though the panel could have explained more explicitly how each precedent applied to individual exhibits.

Crucially, the panel recognized that HK's failure to file a written defense could not be treated as an automatic admission of liability. Under Article 163 HIR, the party asserting a right bears the burden of proving it, meaning PT QA still had to substantiate default. Requiring substantive proof rather than ruling mechanically on procedural passivity reinforces legal certainty by grounding the judgment in verified evidence.

3.3.3. Existence and Validity of the Agreement

The judges methodically established first the existence of the agreement and then its legal validity. Relying on the Customer Application Form dated January 17, 2023 (confirming the IDR 1,200,000,000 ceiling, 30-day term, and appraised collateral of IDR 1,142,200,000), exhibits P-5 through P-7, and two witness testimonies, the panel rejected HK's denial by pointing to the terms-and-conditions clause expressly recognizing the form as a binding contract. Testing the four validity criteria under Article 1320 of the Civil Code, the court concluded that the agreement bound both parties as statute under Article 1338 of the Civil Code. Conceptually, this aligns with the principle of consensualism: commercial contracts need not be executed in notarial deeds when mutual agreement and performance are proven through application forms, delivery transactions, invoices, and billing correspondence.

Two critical reservations nevertheless emerge. First, the panel characterized the parties as lender and borrower under a credit-ceiling facility, whereas the underlying legal relationship was substantively a deferred-payment sale and purchase of livestock feed governed by Articles 1457 and 1513 of the Civil Code rather than a banking credit facility. Accurate legal qualification matters because it determines the statutory regime governing payment obligations and remedies. Second, the panel accepted the standard-form acknowledgment clause at face value without examining whether the unilaterally drafted standard clauses (*klausula baku*) met statutory fairness standards.

3.3.4. Judicial Consideration of Default

The court found HK in default and invoked Articles 1239 and 1243 of the Civil Code regarding the duty to compensate costs, losses, and interest. The factual record—arrears of IDR 1,253,437,500, overdue invoices, three warning letters (SP 1–SP 3), two formal notices of default satisfying Article 1238 of the Civil Code, and the April 1, 2024 Minutes of Visit containing HK's promise to pay in installments—provided compelling proof. Notably, HK's documented promise to pay in installments constituted an implicit acknowledgment of indebtedness, yet the panel did not explicitly leverage that exhibit in its reasoning.

Moreover, the court's doctrinal analysis of default remained underdeveloped. While standard Indonesian contract doctrine—such as Subekti's fourfold classification of default (non-performance, defective performance, delayed performance, or breaching a prohibition) and M. Yahya Harahap's emphasis on untimely performance—distinguishes specific modes of breach, the panel did not explicitly classify HK's conduct as non-payment or delayed payment under a deferred-payment sale. Statutorily, invoking Article 1239 of the Civil Code is also imprecise, as Article 1239 governs obligations to perform or refrain from an act rather than monetary payment obligations. For a failure to pay a sum of money, Article 1243 combined with Article 1250 of the Civil Code—which restricts statutory damages for delayed monetary payments to interest—provides the more exact legal foundation.

3.3.5. Rejection of Immaterial Damages

The panel rejected PT QA's claim for IDR 1,000,000,000 in immaterial damages on the ground that it exceeded the permissible scope of contractual damages, though without elaborating those statutory

limits. Substantively, this rejection aligns with the Civil Code: contractual damages for default are limited to demonstrable costs, losses, and interest (Articles 1243–1246), foreseeable at contract formation (Article 1247), and directly caused by the breach (Article 1248). Immaterial damages—such as reputational injury or emotional distress—are conventionally linked to unlawful acts (*onrechtmatige daad*) under Article 1365 of the Civil Code rather than breach of contract. Explicitly contrasting contractual and tortious damages and citing Supreme Court jurisprudence would have strengthened the decision.

A further nuance escaped judicial examination: PT QA actually described the IDR 1,000,000,000 claim as quantifiable cash-flow disruption, which resembles expected profits under Article 1246 of the Civil Code rather than pure immaterial harm, suggesting a mislabeled prayer for relief (*petitum*). Even if recharacterized, however, damages for delayed monetary payment are governed by Article 1250 of the Civil Code (statutory or contractual interest), making unsubstantiated cash-flow claims difficult to sustain. This underscores the practical lesson that creditors should stipulate measurable late-payment interest or collection charges explicitly in their agreements.

3.3.6. Validation of Conservatory Attachment

The panel's validation of the conservatory attachment over SHM No. 03693 warrants examination across four analytical dimensions:

a. Proof of Default as the Gateway to Conservatory Attachment

Because conservatory attachment is accessory (*accessoir*) to the principal claim, its validity depends on proving breach of contract. The court established the IDR 1,200,000,000 feed purchase relationship, the IDR 1,253,437,500 arrears, and the graduated notices (SP 1–SP 3 and *Somasi* I–II) satisfying Article 1238 of the Civil Code. Nevertheless, under Article 227 paragraph (1) HIR, proving default alone is insufficient; the applicant must also demonstrate reasonable suspicion that the defendant is attempting to conceal or alienate assets to avoid execution.

b. Validation of Attachment as Repressive Legal Protection

By declaring the conservatory attachment valid and binding, the court transformed a provisional restraint into a binding foundation for execution should HK fail to comply voluntarily. Filed on January 16, 2025, executed via judicial delegation by the Depok District Court on March 7, 2025, and recorded at the Land Office on March 10, 2025, the attachment reflects Philipus M. Hadjon's dual protection model: preventive protection during litigation to halt asset dissipation, and repressive protection upon judgment validation to enable recovery. Positively, the court limited validation strictly to the specific pledged certificate (SHM No. 03693) rather than granting a blanket attachment over all of HK's movable and immovable assets, avoiding disproportionate burden.

c. Third-Party Ownership of the Attached Asset and Collateral Shortfall

SHM No. 03693 is registered in the name of P (HK's parent) and appraised at IDR 1,142,200,000. Articles 1131 and 1132 of the Civil Code designate only the *debtor's* assets as general security, and P was neither joined as a co-defendant nor established as a formal surety (*borg*) under Article 1820 of the Civil Code. Failing to articulate a clear legal basis for attaching a non-party's property leaves the ruling exposed to third-party opposition (*derden verzet*) and weakens legal certainty. Furthermore, mere physical delivery of a land certificate does not create a Mortgage Right under Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land. Absent formal mortgage encumbrance, PT QA remains a concurrent creditor without preferential priority (*droit de préférence*), and because the appraised value falls IDR 111,237,500 short of the IDR 1,253,437,500 debt, even flawless execution of the attached land would not fully satisfy PT QA's claim.

d. Material Requirements of Article 227 HIR and Procedural Time Lag

The panel's reasoning on conservatory attachment was predominantly chronological and administrative—recounting the petition of January 16, 2025, the order, delegation, execution minutes, and Land Office registration—without assessing whether PT QA proved a reasonable suspicion of asset

alienation beyond bare apprehension. Ironically, HK's unfulfilled promise in the April 1, 2024 Minutes of Visit to swap the collateral certificate could have served as probative evidence of risk, yet the court did not cite it. Temporally, nearly 20 months elapsed between the first warning letter (July 10, 2023) and execution of attachment (March 7, 2025), with the petition filed only on January 16, 2025—a prolonged window during which a debtor could easily dissipate unencumbered assets.

3.3.7. Rejection of Immediate Execution (Uitvoerbaar bij Voorraad)

The panel denied PT QA's petition for immediate execution (*uitvoerbaar bij voorraad*) due to the absence of an authentic deed or a prior final and binding judgment. This accords with the strict posture of Article 180 paragraph (1) HIR, Supreme Court Circular Letter Number 3 of 2000 concerning Immediate and Provisional Decisions (SEMA No. 3 of 2000), and Supreme Court Circular Letter Number 4 of 2001 concerning Issues of Immediate and Provisional Decisions (SEMA No. 4 of 2001), which require an authentic deed or uncontested private writing along with equivalent security. Technically, the panel's phrasing was narrower than Article 180 paragraph (1) HIR, which also covers private writings whose signatures are not denied. While both parties signed the Customer Application Form and Minutes of Visit, HK's challenge to the form's contractual character likely precluded satisfaction of the uncontested-document threshold, though the panel did not articulate that distinction. Practically, rejecting immediate execution meant PT QA could execute only after the judgment became final and binding, making conservatory attachment its sole real protection during appellate proceedings.

3.3.8. Critical Evaluation of Third-Party Assets, Legal Protection, and Legal Certainty

Decision Number 341/Pdt.G/2024/PN Bks demonstrates that conservatory attachment can partially safeguard feed suppliers, yet the panel's judicial reasoning falls short of optimal doctrinal rigor. While procedurally sound on contract validity, the decision omits material scrutiny under Article 227 paragraph (1) HIR and leaves the attachment of third-party property legally unexplained. Under Article 227 paragraph (1) HIR / Article 261 paragraph (1) RBg, conservatory attachment targets property belonging to the debtor—consistent with general security under Articles 1131 and 1132 of the Civil Code, privity of contract under Articles 1315 and 1340 of the Civil Code, and the relativity of judgments under Article 1917 of the Civil Code. Because a contract binds only its signatories and a judgment binds only litigants, assets owned by a non-party cannot ordinarily be attached or executed without an independent legal basis.

Settled Indonesian Supreme Court jurisprudence reinforces this boundary. Supreme Court Decision Number 2769 K/Pdt/1995 (July 24, 1996) affirms that land owned by a third party not joined as a defendant cannot be subjected to conservatory attachment, entitling the owner to file third-party opposition (*derden verzet*) to have the attachment declared invalid and lifted. Similarly, Supreme Court Decision Number 735 K/Sip/1970 (February 19, 1972) and Supreme Court Decision Number 3089 K/Pdt/1991 confirm a non-party owner's right to challenge conservatory attachment via *derden verzet* and obtain its revocation upon proving ownership. Doctrinally, while Article 195 paragraph (6) HIR and Article 206 paragraph (6) RBg specifically regulate third-party opposition against executory attachment (alongside Article 378 Rv in procedural doctrine), Indonesian courts expressly recognize *derden verzet* against conservatory attachment through jurisprudence, notably Supreme Court Decision Number 306 K/Sip/1962 (October 31, 1962).

Third-party property may lawfully be reached only when its owner is bound by a distinct legal act—either by joining the owner as a party and proving formal suretyship (*borgtocht*) under Article 1820 of the Civil Code, or by executing a valid Mortgage Right under Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land. Where a valid real security right already encumbers the asset, however, Supreme Court Decision Number 394 K/Pdt/1984 (as characterized by the Judicial Commission) establishes a distinct rule: property already pledged as security to a secured

creditor cannot be subjected to conservatory attachment. Another possible route—proving a nominee arrangement (*pinjam nama*) where the asset is factually owned by the defendant—must be proven at trial. Mere familial ties between parent and adult child provide no independent legal basis, as parental maintenance duties under Article 45 of Law Number 1 of 1974 concerning Marriage do not encompass settling an adult child's commercial debts.

In Decision Number 341/Pdt.G/2024/PN Bks, the panel acknowledged that SHM No. 03693 was registered in the name of HK's parent (P) yet still treated it as the Defendant's property without naming P as a litigant, establishing suretyship, or recording a Mortgage Right. Three consequences follow. First, the ruling contradicts Supreme Court Decision Number 2769 K/Pdt/1995 by omitting any legal basis for seizing a non-party's asset. Second, HK's passive defense does not extinguish P's standing to bring *derden verzet*. Third, although voluntary delivery of the certificate—evidenced by appraisal and witness testimony—indicated P's willingness to assist HK, informal handover alone does not automatically authorize attachment in proceedings to which P is a stranger. Consequently, the attachment appears victorious on paper yet remains fragile: if P successfully asserts ownership through *derden verzet*, the attachment may be lifted, stripping PT QA of its only concrete security pending finality.

Evaluated through legal protection theory, Decision Number 341/Pdt.G/2024/PN Bks delivers preventive protection by immobilizing the asset during litigation and repressive protection by validating the attachment for future execution. Through the lens of legal certainty, the panel's adherence to contractual consensualism and rejection of excessive claims (immaterial damages and immediate execution) enhance predictability, yet certainty remains incomplete due to thin reasoning on default elements, third-party asset attachment, Article 227 paragraph (1) HIR criteria, and immediate execution. Overall, the ruling is moderate and balanced, demonstrating that conservatory attachment is a valuable repressive safeguard but cannot substitute for proactive upfront contracting, formal Mortgage Rights or suretyship, and clearly stipulated damages clauses.

4. CONCLUSION

Legal protection for creditors in deferred-payment livestock feed purchase agreements against defaulting debtors can be pursued through conservatory attachment (*conservatoir beslag*) as a procedural mechanism to preserve assets during litigation and prevent the eventual judgment from becoming illusory. Rather than transferring ownership or authorizing immediate liquidation, conservatory attachment operates preventively during trial and repressively upon judicial validation to support future execution, provided it satisfies statutory civil procedure requirements and respects the balance between creditor recovery and debtor rights.

In Bekasi District Court Decision Number 341/Pdt.G/2024/PN Bks, the panel appropriately upheld the binding force of the commercial feed purchase agreement, required substantive evidentiary proof despite the defendant's lack of written defense, and rejected unsubstantiated immaterial damages and immediate execution. However, validating conservatory attachment over a land certificate registered in the name of a non-party third person without formal mortgage encumbrance, suretyship, or explicit analysis of reasonable suspicion under Article 227 paragraph (1) HIR exposes the attachment to third-party opposition (*derden verzet*) and leaves a valuation shortfall relative to total arrears, thereby constraining both legal protection and legal certainty.

To address these vulnerabilities, livestock feed suppliers should strengthen preventive protection before transacting by executing clear written contracts (or authentic deeds for high-value facilities) specifying credit ceilings, payment terms, late-payment interest, and dispute resolution; ensuring collateral values adequately cover exposure; binding third-party collateral formally through Mortgage Rights or written suretyship; documenting graduated notices of default; and petitioning for conservatory attachment concurrently with the lawsuit. Industry associations and policymakers should likewise provide standardized model feed purchase agreements for small and medium enterprises. For the judiciary, panels should articulate explicit, systematic reasoning on Article 227 paragraph (1) HIR criteria, asset ownership status, contractual qualification, and the grounds for rejecting immediate

execution or immaterial damages, while expediting inter-court attachment delegation. Future research should compare multiple conservatory attachment rulings in commercial supply and credit disputes and examine empirically whether validated attachments ultimately result in effective debt recovery through execution and auction.

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