



Seizure of Collateral Against Disputed Objects in the Hands of Third Parties: A Comparative Analysis of Civil Law and Islamic Law Perspectives

Nur Muhamad Safi'i^{1*}

Institut Agama Islam Negeri Syekh
Nurjati Cirebon,
Indonesia

Pegi Sugiartini²

Universitas Muhammadiyah
Cirebon,
Indonesia

Aisyah Nurjanah³

Sekolah Tinggi Agama Islam
Kuningan,
Indonesia

***Corresponding author:**

Nur Muhamad Safi'i, Institut Agama
Islam Negeri Syekh Nurjati Cirebon,
Indonesia.

✉ nurmuhammadsafii27@gmail.com

Article Info:

Article history:

Received: January 18, 2026

Revised: February 19, 2026

Accepted: February 26, 2026

Keywords:

Collateral Confiscation; Object of
Dispute; Third Party.

Abstract

Background: In debt repayment cases, the seizure of collateral may become problematic when a third party claims ownership of the disputed object. This situation often occurs when the collateral is an undivided inheritance and the third party is an heir with legal rights over the seized property. Such conditions create legal uncertainty, delay execution, and complicate the enforcement process, especially when court decisions differ from the actual condition or boundaries of the asset.

Objective: This study aims to analyze the legal mechanisms governing the seizure of collateral over disputed objects held or claimed by third parties under Indonesian civil procedural law and Islamic law, particularly through the concepts of *rahn* and *al-hajru*.

Methods: This research uses a normative juridical approach with statutory, conceptual, and comparative legal analysis. Legal materials include primary sources such as HIR, RBg, and KHES, as well as secondary and tertiary sources collected through library-based research and analyzed descriptively and comparatively.

Results: The findings show that collateral seizure is regulated under Article 227 HIR/261 RBg and must be based on a court order. Third parties may protect their rights through *derden verzet*. In Islamic law, seizure is closely related to *al-hajru*, or restriction of property. The main obstacles include unclear asset boundaries, transfer of objects to third parties, and discrepancies between court orders and the actual condition of the assets.

Conclusion: Civil procedural law and Islamic law provide normative bases for collateral seizure; however, clearer regulatory frameworks are needed to strengthen third-party protection and ensure effective enforcement.

To cite this article: Safi'i, N. M., Sugiartini, P., & Nurjanah, A. (2026). Confiscation of Collateral Against Disputed Objects in the Hands of Third Parties. *Journal of Law & Social Politics*, 4(1), 6-14. <https://doi.org/10.59261/jlsp.v4i1.124>

INTRODUCTION

Legal relationships arising from civil transactions frequently generate disputes over property rights, debt obligations, and collateral enforcement. In Indonesia, disputes involving collateral seizure (*sita jaminan*) have become a persistent challenge in judicial practice. Data from the Supreme Court of Indonesia indicate that civil execution disputes, of which collateral enforcement cases form a significant proportion, numbered thousands of pending cases annually in recent years, with third-party claims over confiscated property consistently cited among the leading causes of delayed or failed enforcement. Material civil law is a collection of laws and regulations that regulate civil (private) rights and obligations between one party and another, while formal civil law is laws and regulations that regulate the implementation of sanctions

against violators of civil rights in accordance with material civil law containing sanctions that are coercive in nature (Lupianto, 2023; Sarwono, 2011).

The positive civil procedural law that is still in force today is the RBG and HIR, in accordance with the provisions of the Transitional Rules of Articles II and IV of the Constitution of the Republic of Indonesia dated August 18, 1945. However, the RBG and HIR are not complete rules that are able to cover all areas of positive civil procedural law in Indonesia. Examples of regulations that complement the RBG and HIR include: Law Number 14 of 1970 in conjunction with Law Number 4 of 2004 concerning the Principles of Judicial Power, Law Number 20 of 1947 concerning Appeals (only applicable to the Java and Madura regions), Law Number 2 of 1986 concerning Courts within the General Courts, Law Number 14 of 1985 concerning the Supreme Court, Law Number 1 of 1974 concerning Marriage, RV (*Reglement of de Burgerlijke Rechtsvordering*), which is declared no longer valid, but in practice these two regulations are still used as complementary references if there are unclear regulations (Safi'i, 2023; Sutantio & Oeripkartawinata, 1989).

Confiscation in Dutch comes from the word "*sita*" or "*Beslag*". Confiscation (*Beslag*) is a legal action by the court on movable or immovable property belonging to the Defendant at the request of the Plaintiff to be monitored or taken to ensure that the Plaintiff's demands are fulfilled so that the Plaintiff's wishes are not empty (Safi'i, 2023; Wildan, 2004). In addition, confiscation can be interpreted as the confiscation of a person's assets which is usually to guarantee a person's rights or receivables (Leihitu & Achmad, 1982; Maddusila et al., 2025).

A security seizure or what is called a *Conservatoir Beslag* is a seizure that can be carried out by the court at the request of the plaintiff to secure the goods that are being disputed. HIR (*Het Herziene Indonesisch Reglement*), Article 227 paragraph (1) Jo Article 261 paragraph (1) RBG is stated as the basis for the security seizure (*Conservatoir Beslag*) to be carried out so that the goods subject to security seizure cannot be cashed or sold by one of the disputing parties.

The implementation of the security seizure that is authorized or strengthened by the Chief Justice, must be based on the plaintiff's request in the lawsuit letter, which has also included the reasons why the security seizure was requested. The Clerk or Bailiff as the Court executor will carry out the security seizure which must be in accordance with the procedures that have been regulated in HIR Articles 197-199, and also regulated in RBG Articles 208-214, that the executor of the security seizure is a Clerk of the District Court and or can be represented by a person who is considered capable, who is appointed by the Chief Justice at the request of the Clerk. Provide a statement that the party whose goods are confiscated can no longer transfer to another person, burden or rent the goods that have been confiscated (Rahayu et al., 2025).

In this literature review, the author conducted a review of the results of scientific works related to this theme. First, Waruwu (2019) focused on the regulation of the implementation of collateral seizure against disputed objects in the hands of third parties in handling civil cases (Safi'i, 2023). Second, Anggraini, focused on how the seizure of debt settlement in Article 1831 of the Civil Code is applied in the perspective of Sharia economic law. Third, Munir (2009) focused on how Islamic law reviews the implementation of seizure of guarantee (*Conservatoir Beslag*) in the Sleman Religious Court (Rahayu et al., 2025). Fourth, Nasyi'ah and Chusna (2012) focused on determine how the implementation of sharia principles on the confiscation of fiduciary guarantees (Gusnita & Adriaman, 2026). Fifth, Syafrida Ralang Hartati explains what obstacles occur in the execution of civil cases. Despite these contributions, the existing literature shares critical limitations: most studies focus on a single legal system either civil procedural law or Islamic law without comparative integration; none provides a comprehensive analysis of third-party rights protection mechanisms within the collateral seizure framework; and the intersection of Islamic law concepts (*al-hajru* and *rahn*) with civil enforcement procedures remains insufficiently examined. This study addresses these gaps by offering a comparative analysis of both legal frameworks and by explicitly examining obstacles to enforcement in third-party conflict situations.

The novelty of this study lies in its dual-framework comparative approach, which simultaneously examines collateral seizure law under Indonesian civil procedural law and Islamic law (*fiqh al-muamalat*). Unlike prior studies that address either framework in isolation, this research offers an integrated normative analysis that identifies convergences, divergences, and

recommendations for harmonization contributing both theoretical advancement to civil procedural law scholarship and practical guidance for courts, bailiffs, and legal practitioners handling third-party disputes. Furthermore, this study contributes to the scholarly discourse on procedural harmonization by identifying specific legislative and institutional reforms needed to strengthen third-party protection in collateral enforcement proceedings, drawing on comparative insights from both legal traditions.

This study has two principal objectives: (1) to analyze and compare the legal mechanisms governing collateral seizure against disputed objects in the hands of third parties under Indonesian civil procedural law (HIR/RBg) and Islamic law (*al-hajru/rahn*); and (2) to identify obstacles to the effective implementation of such seizures and propose normative and practical recommendations. Theoretically, the study contributes to the development of civil procedural law by advancing understanding of third-party protection mechanisms. Practically, it provides guidance for judges, court clerks (*jurusita*), advocates, and litigants navigating collateral enforcement disputes.

METHOD

This research employs a normative juridical (doctrinal legal) approach, examining law as a normative system through the analysis of legal texts, principles, and doctrine (Rio et al., 2024; Soekanto, 2007). Three analytical approaches are applied: (1) a statutory approach, examining relevant legislation (HIR, RBg, KHES, and the Law on Religious Courts); (2) a conceptual approach, analyzing legal doctrines on collateral seizure, *rahn*, and *al-hajru*; and (3) a comparative approach, contrasting civil procedural law and Islamic law frameworks. Legal materials are classified into primary sources (statutes, court regulations, and official circulars), secondary sources (textbooks, journal articles, and theses), and tertiary sources (legal dictionaries and encyclopedias). Data were collected through systematic library research and analyzed descriptively and comparatively to identify normative gaps and convergences between the two legal frameworks.

The analytical technique used is descriptive-qualitative and comparative, identifying how each legal framework approaches the seizure of disputed collateral objects and comparing their treatment of third-party rights, substantive fairness, and procedural safeguards. This approach enables the formulation of normatively grounded and practically applicable conclusions (Marzuki, 2017; Rosidi et al., 2026). The intended data source is all information, whether it is a real object, something abstract, or an event/symptom (Nilawati & Fati, 2023; Rumidi, 2012). The data source referred to in research is the subject from which the data is obtained (Kasiram, 2008; Safi'i, 2023). In this study, the researcher used two data sources: primary data and secondary data.

Primary data is data obtained directly from the research object as the source of the information sought. Primary data is also referred to as original data. Secondary data sources are data that are already available, requiring only searching and collection (Hasan & Sriwiyana, 2002; Kusumastuti et al., 2026). In this case, the data is obtained through second-party sources, meaning not directly from the original source or through intermediary media such as references, books, the internet, written works, articles, and documents related to the research object.

The findings are presented in two analytical dimensions. First, from the civil law perspective, the study synthesizes normative provisions of HIR/RBg with doctrinal interpretations of collateral seizure, third-party intervention rights, and enforcement obstacles. Second, from the Islamic law perspective, the study critically examines *al-hajru* and *rahn* principles and their procedural application in Religious Courts. A comparative analysis then identifies areas of convergence (such as the shared emphasis on creditor protection) and divergence (such as the role of judicial discretion versus prophetic hadith guidance), leading to normative recommendations for legal harmonization (Marzuki, 2017; Rosidi et al., 2026).

RESULTS AND DISCUSSION

Results

Definition of collateral seizure (*Conservatoire Beslag*)

Seizure or confiscation (*Beslag*) means the act of forcibly placing the defendant's assets under official custody based on a court or judge's order. The determination and custody of the

confiscated goods takes place during the examination process until a legally binding court decision is issued stating whether or not the confiscation is valid (Stefanus, 2026; Yahya, 2008).

This confiscation is a preparatory action by the plaintiff in the form of a request to the Court to guarantee the implementation of a civil decision. The goods confiscated for the benefit of the plaintiff are frozen, stored (conserved) as collateral and may not be transferred or sold, because it is feared that there is a possibility that the opposing party or defendant, during the trial, transfers his assets to another person so that if the plaintiff's lawsuit is later granted by the court, the court decision cannot be implemented, because the defendant no longer has assets (Mertokusumo, 1998; Setiadi, 2025).

The confiscation of collateral or *Conservatoir Beslag* is regulated in Article 227 Paragraph (1) HIR, Article 261 Paragraph (1) RBG, or Article 720 Rv, which is to confiscate the debtor's goods until a decision is made in the case, the aim being to prevent the goods from being embezzled or alienated by the defendant during the trial process, so that when the decision is implemented, the payment of the debt demanded by the plaintiff can be fulfilled, by selling the confiscated goods (Stefanus, 2026; Yahya, 2008).

Seizure of Guarantee is not only explained in HIR and RBG, the Supreme Court as the highest judicial institution in the country also issued SEMA (Supreme Court Circular Letter) Number. 05 of 1975 Concerning Seizure of Guarantee (*Conservatoir Beslag*) but the SEMA is only a warning for District Court Judges in making decisions and for bailiffs in implementing Seizure of Guarantee. Apart from being found in HIR and RBG as well as SEMA (Supreme Court Circular) as the basis for Confiscation of Collateral, it can be seen in the rules of Islamic law as the legal basis for Confiscating Collateral which is taken from the rules of Islamic law called *maslahah murlah*.

Maslahah murrasa is a benefit for which there is no *juz'i* (detailed) text that supports it, and there is no one that rejects it and there is no *ijma'* that supports it. However, this benefit is supported by a number of texts through *istiqro'* (induction from a number of texts) (Haroen, 1996; Hasibuan et al., 2026). And this is in accordance with the rules of *fiqhiyyah*:

الضرر يدفع بقدر الإمكان

Based on the rules above, it can be concluded that it is mandatory to avoid the occurrence of a disaster or in other words, we are obliged to make preventive efforts to prevent a disaster from occurring with all possible efforts (Rahayu et al., 2025). Guarantees in Islam are usually regulated in the chapter on *rahn*, which etymologically means permanent or continuous. This term has many other definitions. *Rahn* also has another meaning, namely, to be retained, as found in the Qur'an, Surah Muddatstsir, verse 38, which reads:

كُلُّ نَفْسٍ بِمَا كَسَبَتْ رَهِينَةٌ

Meaning: "Every soul is responsible (held) for what it has done." (QS Al-Muddatstsir: 38).

Types of Collateral Confiscation (*Conservatoir Beslag*)

First, Seizure of Collateral on Own Property. This seizure is carried out on the property of the creditor (plaintiff) that is controlled by another person. This collateral seizure is not to guarantee a single bill in the form of money, but rather to guarantee a property right of the applicant or creditor ending with the delivery of the seized property. There are two types of collateral seizures against one's own property: a. Revindicated seizure and b. Marital seizure.

Second, Seizure of Collateral on Debtor's Property. This confiscation is what is commonly called conservatory seizure, which is a preparatory action by the plaintiff in the form of a request to the Head of the District Court to guarantee the implementation of a civil decision by cashing in or selling the debtor's confiscated property to meet the plaintiff's demands. By placing a confiscation on an item, it means that the item is frozen and cannot be transferred or sold. It is not uncommon for the conservatory seizure to not end with the sale of the confiscated item, because the debtor fulfills his obligations before the decision is implemented, so the nature of the collateral seizure is more of a pressure.

Object of Confiscation of Collateral

In property rights disputes, the claim is limited to the disputed goods. The right to place a security encumbrance on the defendant's assets in property rights disputes over immovable property: 1) is limited only to the object of the object being assessed, and 2) may not exceed the

object. Moreover, regarding objects in debt or compensation disputes. In cases of debt or compensation, the following alternatives can be applied: 1) Covering all of the defendant's assets. 2) Limited to collateral.

Purpose and Function of Seizure of Collateral

The main purpose of the collateral seizure is to prevent the defendant from transferring or encumbering assets to a third party. This is one of the purposes of the collateral seizure, namely to maintain the integrity of the defendant's assets during the case examination process until the case obtains a decision that has permanent legal force.

To secure certain assets that can later be seized to satisfy the defendant's debt, a conservatorship is a security order for the debtor's or defendant's assets. A conservatorship is a preparatory action by the plaintiff in the form of a petition to the court, which provides a guarantee for the enforcement of a civil judgment by freezing the defendant's assets. The frozen assets can then be used to enforce the court's decision.

Third party

In debt settlement cases, sometimes, during the execution of a security seizure, a third party claims that the disputed property is theirs. Therefore, the security seizure constitutes an undivided inheritance, and the third party is the heir entitled to the seized property. Consequently, the legal interests over the property are disrupted by the security seizure. The seizure itself may not run smoothly, even when the property is located. The property requested by the plaintiff may not be found. This is certainly very confusing for the parties involved. Furthermore, the ruling is often unclear, resulting in delays in the execution of the security seizure. For example, the size of the seized property differs between what is stipulated in the ruling and what is actually available. Furthermore, the execution process can be erroneous, and the arrangements and follow-up are often very confusing (Permata & Gustafianof, 2025; Waruwu, 2019).

A third party (a party that does not have a legal relationship in granting a mortgage) may however submit a request for a security seizure to the Court over the disputed land object by simply ensuring that the elements mentioned in Article 227 HIR/ 261 RBg have been fulfilled, regardless of whether the disputed land has been burdened with a mortgage or not. This is because there is no provision that requires the plaintiff to first check whether the land requested for seizure has been burdened with a mortgage. Article 227 HIR/ 261 RBg states: "If there is a reasonable suspicion that a debtor, while a decision has not been made on him, or while a decision against him has not yet been enforced, is seeking a way to embezzle or take his goods, whether non-permanent or permanent, with the intention of keeping the goods away from the debt collector, then at the request of the interested party, the Chairman of the District Court can issue an order for the seizure of the goods to be carried out to protect the rights of the party who submitted the request and the party requesting the seizure must appear before the first District Court hearing to then advance and strengthen his lawsuit."

Daily practice, and the joining of a third party into an ongoing case process, is common and usually called "Intervention". Every third party who has an interest in an ongoing case between the parties, and the third party wishes to participate in the case to defend their rights and interests is always called acting as an "Intervening Plaintiff" without distinguishing in what form is appropriate to the joining. In fact, both in the concept of Article 279 Rv and in the theory and practice of justice, several or three forms of entry and joining of a third party in an ongoing civil case process are known.

Discussion

Implementation of Seizure of Collateral Against Disputed Objects in the Hands of Third Parties in a Civil Law Review

This time, Article 227 HIR/261 RBG stipulates that "If there is a reasonable suspicion that the defendant will embezzle or transfer his/her property with the intention of keeping the property away from the plaintiff, then upon the plaintiff's request, the court may order that a

seizure be placed on the property to safeguard/guarantee the plaintiff's rights." The party authorized to assess the existence of a reasonable suspicion is the judge and not the plaintiff. Indeed, the defendant has the right to submit facts about the existence of suspicion, but the final authority to assess remains in the hands of the judge. The law does not explicitly regulate the seizure of immovable property, for example land. The law only regulates the seizure of movable property in accordance with the provisions of Article 197 paragraph (9) HIR/212 RBG. The seizure of immovable property must not reduce the right of the confiscated person to use, control and enjoy it. The confiscated house or land remains under the custody and control of the confiscated person, and the confiscated person must not be prohibited from controlling, using and enjoying it. What is prohibited is selling or transferring it to other people as stated in Article 199 HIR/214 RBG.

Based on the explanation above, it is not prohibited for the confiscated goods to remain in the possession, management, and enjoyment of the confiscated party (defendant). In line with this provision, the law does not permit the transfer of control or custody of confiscated immovable property to the plaintiff. Transferring control or custody of confiscated goods to the plaintiff means that the judge has executed the case before the case in question has obtained permanent legal force. In cases of confiscation of assets in the decision, the plaintiff requests a security seizure with its own arguments, namely that the plaintiff's lawsuit will not be in vain (illusionist) and there is concern that there will be attempts by the defendants to escape their obligation to pay compensation decided by the court.

Regarding the procedures for implementing collateral seizure, this is explained in Article 227 Paragraph (3) HIR. The procedures are subject to the provisions outlined in Articles 197, 198 and 199 HIR. This affirmation is the same as that stipulated in Article 226 Paragraph (3) HIR which states that the procedures for revindication seizure follow the methods and conditions outlined in Article 197 HIR, as long as the object of collateral seizure is movable property. However, if the object is immovable property, the provisions of Article 198 HIR must be complied with, namely registering and announcing the minutes of the seizure at the authorized registration office.

In this regard, because the procedures for revindication seizure are the same as for collateral seizure, the procedures for seizure described in revindication seizure apply entirely to collateral seizure. 1) Implemented based on a court order: a. Set out in the form of a decision letter issued by the head of the District Court or the relevant Panel. b. Contains an order to the clerk or bailiff to carry out collateral seizure against the defendant's assets. 2) The seizure is carried out by the clerk or bailiff. 3) Notify the defendant of the seizure containing: a. Day, date, month, year, and time and place of seizure. b. So that the defendant attends the seizure, but as explained, the presence of the defendant is not a requirement for the validity of the seizure. 3) The bailiff is assisted by two witnesses with the names, occupations, and residences of the witnesses explained in the seizure report, witnesses must be Indonesian citizens, at least 21 years old and trustworthy people. 4) The confiscation is carried out at the location of the goods, by having the bailiff and witnesses come to the location of the goods to be confiscated, and a confiscation that is not carried out at the location of the goods is invalid. 5) Making a confiscation report. The main things that must be included in the guarantee confiscation report are: Date and number of the determination letter. Time, date, day, month, and year of confiscation. Name, occupation, and residence of the witness. Details of each type of confiscated goods. Explanation of making the report in the presence of the confiscated person (if present). Explanation of the security of the confiscated goods is handed over to the confiscated person, and signed by the bailiff and witnesses. 6) Placing the confiscated goods in their original location. 7) Declaring the confiscation valid and valuable.

Implementation of Seizure of Collateral Against Disputed Objects in the Hands of Third Parties in the Perspective of Islamic Law

Guarantees in Islam are usually regulated in the chapter on *rahn*. *Rahn*, which etymologically means permanent or continuous, has many other definitions. *Rahn* also has another meaning, namely, "withheld," as found in the Qur'an, Surah Muddatstsir, verse 38, which reads:

Allah نَفْسٌ بِمَا كَسَبَتْ رَهِينٌ ؕ

Meaning: "Every soul is responsible (held) for what it has done." (QS Al-Muddatstsir: 38).

The word *rahinah* here means to be held, as we know that collateral is usually controlled by the debtor. Meanwhile, in the dictionary of Islamic finance and banking terms of Bank Indonesia, the Directorate of Islamic Banking defines *rahn* as the delivery of goods as collateral to obtain a debt. *Rahn*, better known as pawning, is defined in general Islamic jurisprudence terminology as holding an item with a right that can be fulfilled from the item, meaning the item is used as a reinforcement or guarantee for the fulfillment of the right. Under Islamic law, there is no known term for confiscation, but there is another term that is almost or close to confiscation, namely the term *al-hajru* or restriction. *Al-hajru* means limiting a person in using or allocating part of their property.

Another definition states that *al-hajru* is prohibiting or restraining someone from spending some or all their wealth, to protect the rights of another person who is in debt, even if the debt is in cash and exceeds their wealth. The person authorized to prohibit this is a judge or guardian. Confiscation in Islam has existed since the time of the Prophet Muhammad, at that time the Prophet confiscated Muadz's property, then sold it and used it to pay off Muadz's debts, as in the following hadith which means: "Indeed, the Prophet *sallallaahu'alaihi wa sallam* once confiscated Mu'adz's property and sold it to pay his debts." (HR. ad-Daar al-Quthni)

Islamic law also explains that if a debt agreement is made within a certain timeframe, the promise must be fulfilled, and the debtor must repay the debt according to the agreement. The same applies to the seizure of collateral in *Rahn* Tasjily; the seizure must be carried out in accordance with sharia procedures. The Compilation of Islamic Economic Law (KHES) explains in Article 364, Article 1, concerning the sale of *Rahn* assets, that the *Murtahin* must warn the *Rahin* to immediately repay the debt when it is due. If there is no warning from the *Murtahin* to repay the debt from the *Rahin*, the seizure cannot be carried out.

After the above procedures have been fulfilled and the specified time has arrived, the debtor is obliged to settle his debt. If he experiences difficulties in paying off his debt, he should be given leeway or an opportunity to pay off the bad credit. In Islam, confiscation should not be carried out immediately without going through the process of giving a certain period of time to overcome the bad credit that occurs. After the concession or time for repayment has been given, and the debtor is still unable to pay it off, the *Murtahin* can ask the *rahin* for compensation.

After the above steps have been completed, the next step is confiscation. Confiscation is one way for the mortgagee to obtain their rights. A mortgagee who cannot repay their debt can have their collateral seized. This confiscation can be carried out by the mortgagee themselves, in accordance with the initial agreement and contract, or through the courts. As in the following hadith of the Prophet Muhammad (peace and blessings of Allah be upon him): "The Messenger of Allah (peace and blessings of Allah be upon him) said, 'Whoever finds his property in the hands of a bankrupt person has a better right to take it than anyone else.'"

The meaning contained in the above hadith is that *Murtahin* have more right to confiscate, thus direct confiscation by *Murtahin* is considered legal and permitted in Islam. Apart from the above hadith, there is also another hadith narrated by ad-Daar al-Quthni as follows, which means: "Indeed, the Prophet *sallallaahu 'alaihi wa sallam* once confiscated Mu'adz's property and sold it to pay his debts." (HR. ad-Daar al-Quthni).

Basically, the implementation of the confiscation of the defendant's property is a restriction of his assets, so that the rights of other people (the plaintiff) can be protected by the confiscation. As stated in Article 54 of Law Number 07 of 1989 concerning Religious Courts, it is stated that the civil procedural law applicable in Religious Courts is the civil procedural law applicable in Courts within the General Court environment, except as specifically regulated in law. The implementation of security seizure (*Conservatoir Beslag*) in Religious Courts is essentially the same as the implementation of security seizure (*conervatoir Beslag*) for the implementation of ordinary confiscation, namely it must be submitted to the chairman of the Sleman Religious Court as the chief executor in civil cases. Hence, the implementation of security seizure (*Conservatoir Beslag*) must first be declared valid and valuable before a final decision is made (Interview with Mr. Drs. Lanjarto 2008).

Furthermore, in carrying out a security seizure (*Conservatoir Beslag*) in the District Court or Religious Court, the implementation method is as follows: 1) Based on the Court's decision,

which is stated in the form of a decision letter, after an interim decision from the Court and contains an order to the clerk or bailiff to carry out the security seizure. 2) The seizure is carried out by the bailiff assisted by two witnesses who are competent to carry out the seizure, are trustworthy, and are at least 21 years old. 3) The seizure is carried out where the goods are located, by notifying the defendant to attend the seizure event, and making a confiscation report containing: a. date and number of the determination letter. b. time, date, day, month, year of the seizure. c. Name, occupation, and residence of the witness. d. Details of each type of goods confiscated. e. Explaining to whom the confiscated goods will be kept. f. Signed by the bailiff and witnesses. 4) Declaring the legality and value of the confiscation, and placing the confiscated goods in their original place.

Obstacles to the Implementation of Seizure of Collateral Against Disputed Objects in the Hands of Third Parties

Implementing confiscations in the field has encountered both legal and non-legal problems. Legal problems include unclear or contradictory laws and regulations. Non-legal problems relate to technicalities and court proceedings. Problems or obstacles in the implementation of civil case confiscation include: (a) The object being executed is unclear (*error in objecto*). (b) The party requesting the execution has difficulty indicating the boundaries of the area to be executed. (c) The object of execution has changed hands to another party. (d) The goods to be executed are not in the hands of the executed party. (e) The goods being executed do not comply with the verdict, the executed party still does not want to implement the verdict and continues to maintain the disputed object.

CONCLUSION

This study concludes: First, collateral seizure (*sita jaminan*) under Indonesian civil procedural law is governed by Article 227 HIR/261 RBg, requiring a court order and compliance with procedural rules in Articles 197–199 HIR. For immovable property, register, and announce the minutes of the confiscation at the authorized registration office. Second, the confiscation can be carried out by the *Murtahin* himself according to the initial agreement and contract or through the court. As in the hadith of the Prophet Muhammad (peace and blessings of Allah be upon him) below, which means: "The Prophet Muhammad (peace and blessings of Allah be upon him) said; Whoever finds his property in the hands of a bankrupt person, then he has more right to take the property than if it were taken by someone else." The meaning contained in the hadith is that the *Murtahin* has more right to carry out the confiscation, thus direct confiscation by the *Murtahin* is considered valid and permissible in Islam. In addition to the hadith above, there is also another hadith narrated by ad-Daar al-Quthni as follows, which means: "Indeed, the Prophet (peace and blessings of Allah be upon him) once confiscated Mu'adz's property and sold it to pay his debt." (Narrated by ad-Daar al-Quthni). Third, Problems or obstacles in the implementation of civil case confiscation include: a. The object being executed is unclear (*error in objecto*). b. The party requesting the execution has difficulty indicating the boundaries of the area to be executed. c. The object of execution has changed hands to another party. d. The goods to be executed are not in the hands of the executed party. e. The goods being executed do not comply with the verdict, the executed party still does not want to implement the verdict and continues to maintain the disputed object.

ACKNOWLEDGEMENT

The authors express their sincere gratitude to their respective institutions, namely Syekh Nurjati State Islamic Institute Cirebon, Universitas Muhammadiyah Cirebon, and Sekolah Tinggi Agama Islam Kuningan, for their academic support during the preparation of this research. The authors also appreciate the scholarly contributions of previous researchers and legal literature that supported the analysis of collateral seizure, third-party rights, civil procedural law, and Islamic law.

AUTHOR CONTRIBUTION STATEMENT

Nur Muhamad Safi'i contributed to the conceptualization, legal issue formulation, and civil procedural law analysis. Pegi Sugiartini contributed to the comparative analysis, literature review, and discussion of third-party rights in collateral seizure. Aisyah Nurjanah contributed to the Islamic law analysis, manuscript drafting, editing, and final review. All authors read, revised, and approved the final version of the manuscript.

REFERENCES

- Gusnita, G., & Adriaman, M. (2026). Peranan Pengadilan Agama Payakumbuh Dalam Pelaksanaan Eksekusi Objek Jaminan Fidusia Pada Pembiayaan Syariah. *Locus Journal Of Academic Literature Review*, 5(3), 307–322.
- Haroen, N. (1996). *Ushul Fiqh*. Logos Publishing House.
- Hasan, M. I., & Sriwiyana, H. (2002). *Metodologi Penelitian*. Penerbit Bumi Aksara Cetakan Kesepuluh. Jakarta.
- Hasibuan, P., M Fajri Septriomarwan, L., Hidayatul Hayani, L., Fajar Alief Muhammad, S. H., Anggi Sepriyadi, S. H. I., Selvia Ramadhani, S. F. U., & Alfiani Safitri, S. H. (2026). *Ushul Fiqh Dan Pembaharuan Hukum Islam*. Fahmi Karya.
- Kasiram, M. (2008). *Metodologi Penelitian Kuantitatif Dan Kualitatif*. Malang: Uin-Malang Pers.
- Kusumastuti, S. Y., Judijanto, L., Alirejo, H. M. S., Mutoharoh, M., Umalihayati, U., Chandra, K., & Ifadah, E. (2026). *Metode Penelitian Kualitatif Dan Kuantitatif: Teori Dan Aplikasinya*. Pt. Sonpedia Publishing Indonesia.
- Leihitu, I. S., & Achmad, F. (1982). *Intisari Hukum Acara Perdata*. Ghalia Indonesia.
- Lupianto, E. N. (2023). *Konstruksi Risalah Lelang E-Auction Sebagai Akta Autentik Dalam Pembuktian Hukum Acara Perdata*. Universitas Lampung.
- Maddusila, S. F., Sh, M., Tahir, H. M. A., & Sh, M. H. (2025). *Buku Ajar Hukum Acara Perdata*. Divya Media Pustaka.
- Marzuki, P. D. M. (2017). *Penelitian Hukum: Edisi Revisi*. Prenada Media. <https://Books.Google.Co.Id/Books?Id=Ckzadwaaqbaj>
- Mertokusumo, S. (1998). *Hukum Acara Perdata Indonesia*. Penerbit Liberty. <https://Books.Google.Co.Id/Books?Id=4j6vaqaacaaj>
- Nasy'ah, I., & Chusna, A. J. (2012). Implementasi Prinsip Syariah Terhadap Penyitaan Jaminan Fidusia. *De Jure: Jurnal Hukum Dan Syariah*, 4(2).
- Nilawati, N., & Fati, N. (2023). *Metodologi Penelitian*. Politeknik Pertanian Negeri Payakumbuh.
- Permata, G., & Gustafianof, G. (2025). Tinjauan Yuridis Sita Jaminan Hak Milik Pihak Ketiga (Studi Kasus No. 28/Pdt/2018/Pt Bgl). *Jurnal Kajian Hukum Dan Pendidikan Kewarganegaraan*, 1(3), 272–279.
- Rahayu, E. P., Suswoto, S., & Fatriah, G. (2025). Urgensi Dan Tantangan Conservatoir Beslag Sebagai Jaminan Pelaksanaan Putusan Pengadilan Yang Telah Memiliki Kekuatan Hukum Tetap. *Jurnal Sosial Dan Sains*, 5(12), 1016–1028.
- Rio, C., & Tuti, W. (2024). *Penelitian Hukum Normatif*. Pt. Rajagrafindo Persada-Rajawali Pers.
- Rosidi, A., Citranu, C., Imawan, R., Mubarak, H., Farna, N., & Rohani, R. (2026). *Metodologi Penelitian Hukum: Teori, Paradigma, Dan Praktik Kontemporer*. Cv. Edu Akademi.
- Rumidi, S. (2012). *Metodologi Penelitian, Petunjuk Praktis Untuk Peneliti Pemula (Cet. Iv; Yogyakarta*. Gadjah Mada University Press.
- Safi'i, N. M. (2023). *Pelaksanaan Sita Jaminan Terhadap Objek Sengketa Di Tangan Pihak Ketiga (Dalam Perspektif Hukum Perdata Dan Hukum Islam)*. S1 Hukum Ekonomi Syariah Iain Syekh Nurjati Cirebon.
- Sarwono, H. A. P. (2011). *Teori Dan Praktik*. Jakarta: Sinar Grafika.
- Setiadi, S. F. (2025). Pembaruan Hukum Acara Perdata Di Indonesia. *Journal Of Literature Review*, 1(1), 13–26.
- Soekanto, S. (2007). *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*.
- Stefanus, V. T. (2026). *Gugatan Sederhana Dalam Proses Hukum Acara Perdata Di Pengadilan Negeri (Studi Kasus Pada Putusan Nomor 05 Pdt. Gs/2020/Pn Srl)*.
- Sutantio, R., & Oeripkartawinata, I. (1989). *Hukum Acara Perdata Dalam Teori Dan Praktek*. Mandar Maju. <https://Books.Google.Co.Id/Books?Id=7dgjaaamaaj>
- Waruwu, K. K. P. (2019). *Pelaksanaan Sita Jaminan Terhadap Objek Sengketa Yang Berada Di Tangan Pihak Ketiga Dalam Penanganan Perdata*.
- Wildan, S. (2004). *Sita Eksekusi-Praktek Kejaksaan Pengadilan*. Tatanusa, Jakarta.
- Yahya, H. M. (2008). *Hukum Acara Perdata Tentang Gugatan, Persidangan, Penyitaan, Pembuktian Dan Putusan Pengadilan*. Sinar Grafika: Jakarta.