



JLPH: Journal of Law, Politic and Humanities

E-ISSN: 2962-2816
P-ISSN: 2747-1985<https://dinastires.org/JLPH> [✉ dinasti.info@gmail.com](mailto:dinasti.info@gmail.com) [☎ +62 811 7404 455](tel:+628117404455)DOI: <https://doi.org/10.38035/jlph.v6i2>
<https://creativecommons.org/licenses/by/4.0/>

Legal Protection For Home Ownership Loan Debtors Of Bank Tabungan Negara For The Delay In The Issuance Of Land Certificates After Credit Repayment

Raysha Aulia Fazila^{1*}, Citraresmi Widoretno Putri²

¹ Fakultas Hukum, Universitas Pembangunan Nasional Veteran Jakarta, Jakarta, Indonesia, 2210611466@mahasiswa.upnvj.ac.id

² Fakultas Hukum, Universitas Pembangunan Nasional Veteran Jakarta, Jakarta, Indonesia, citraresmikimifira@upnvj.ac.id

*Corresponding Author: 2210611466@mahasiswa.upnvj.ac.id

Abstract: Delays in issuing land title certificates after the repayment of Home Ownership Credit create legal uncertainty and losses for debtors. This study examines the legal responsibilities of Bank Tabungan Negara and the National Land Agency, determines whether such delays constitute default or unlawful acts and evaluates the effectiveness of dispute resolution mechanisms and legal protection available to debtors. Using a normative juridical method with case analysis, the results show that Bank Tabungan Negara holds moral and administrative responsibility, while the National Land Agency supervises certificate issuance. Delays may indicate administrative default if negligence occurs and may also constitute an unlawful act if they result in harm to debtors. Strengthening accountability through the formation of a Task Force Team, the optimization of Electronic Mortgage Rights, Electronic Land Certificates and the implementation of Service Level Agreements is essential to ensure effective dispute resolution, legal certainty and debtor protection.

Keyword: Home Ownership Credit, Land Title Certificate, Legal Protection.

INTRODUCTION

A Home Ownership Loan (KPR) is a financing scheme that makes it easy for people to own a home by paying in installments without having to make a full payment upfront. The KPR application process generally involves collecting prospective borrowers' documents, analyzing their financial viability, assessing the property to be purchased and various other administrative steps (Wulandari, 2024). Once the loan application is approved, the borrower is required to make periodic installments according to the terms of the loan agreement until all repayment obligations are met within the agreed-upon timeframe, as in the Home Ownership Loan (KPR) program implemented by PT Bank Tabungan Negara (Persero) Tbk. The legal relationship between the bank and the borrower is established through a loan agreement formed by mutual agreement between the parties. This agreement creates legally binding reciprocal

rights and obligations, where the bank is obligated to disburse funds as agreed and the borrower is obligated to make payments on time.

However, even though the borrower has fully paid off their loan, delays in issuing the land certificate as proof of legal ownership of the house still frequently occur. This situation creates legal uncertainty and weakens the borrower's ability to enjoy ownership rights to the house they have paid off. Legally, this issue relates to the Civil Code (KUHPerdata), which serves as the legal basis for contracts, legal principles and the legal consequences of non-fulfillment of an agreement. Furthermore, Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), as stipulated in Article 19, states that to ensure legal certainty, the Government shall conduct land registration throughout the territory of the Republic of Indonesia in accordance with provisions stipulated in Government Regulations. This includes land mapping and bookkeeping, registration of land rights and the transfer of those rights and the issuance of valid proof of ownership. The land certificate, as a result of this registration process, serves as authentic proof of ownership with full legal force.

This also relates to Law Number 8 of 1999 concerning Consumer Protection (UUPK), as Article 4 explains the right of consumers to obtain goods and/or services. Article 7 of the UUPK stipulates the obligation of business actors to provide correct, clear and honest information regarding the condition and guarantees of goods and/or services, as well as explanations of their use, repair and maintenance. In this case, mortgage debtors, as consumers, are entitled to receive ownership certificates as a form of fulfillment of their rights after completing their credit obligations in accordance with the provisions of the Consumer Protection Law. This issue is a matter that requires serious attention from various parties. In 2022, the Indonesian Ombudsman discovered that approximately 600 Bank Tabungan Negara (BTN) customers had not yet received their home ownership certificates, even though they had completed their mortgage repayments (Fatika, 2022). Furthermore, BTN's internal data shows that since 2019, approximately 120,000 mortgage units have faced issues with certificate issuance. As of early 2025, approximately 38,144 units still had not received ownership certificates (Nugraha, 2025).

This is reflected in Decision Number 200/Pdt.G/2024/PN Jkt.Utr, which was reinforced by Decision Number 238/Pdt/2025/PT DKI and has become legally binding. The case began with a BTN mortgage debtor who had paid off his home loan much earlier than the agreed installment period. However, for years, the house certificate had not been handed over to him. After submitting various requests, both verbally and in writing, to no avail, the debtor filed a default lawsuit with the North Jakarta District Court. The lawsuit was rejected because BTN was deemed not the appropriate party to sue. However, as the mortgage holder and party to the credit agreement, BTN had a moral and administrative responsibility to ensure the smooth issuance of the certificate. BTN's negligence in this case violated consumer rights and should have been grounds for a lawsuit. Therefore, absolving BTN of responsibility contradicts the principles of justice and legal protection for debtors as consumers.

This case reflects the uncertainty and confusion experienced by debtors regarding which party is actually responsible for the delay in certificate issuance. This problem is widespread and has the potential to create legal uncertainty and harm consumers as loan recipients. Therefore, this study aims to analyze the legal responsibilities of related parties, such as Bank BTN and the role of the National Land Agency (BPN) in resolving this issue. It also examines whether the delay in certificate issuance meets the elements of default or an unlawful act, thereby identifying legal certainty and protection for mortgage debtors. This study also aims to examine the effectiveness of dispute resolution mechanisms that mortgage debtors can use when facing delays in the issuance of land title certificates in order to formulate solutions and policy recommendations that can strengthen legal certainty and justice for debtors as consumers in mortgage loans. Therefore, the research problem is formulated as follows:

1. What is the responsibility of Bank Tabungan Negara (BTN) and the role of the National Land Agency (BPN) regarding the delay in the issuance of land title certificates after mortgage debtors have fully repaid their loans?
2. Does the delay in the issuance of land title certificates meet the elements of default or an unlawful act, and what forms of legal protection can be provided to debtors?
3. How effective is the dispute resolution mechanism that can be used by Home Ownership Credit (KPR) debtors in dealing with delays in issuing land title certificates after credit repayment?

METHOD

This research employs a normative juridical method with a qualitative approach. The analysis is carried out through several legal approaches, namely the statute approach, the conceptual approach and the case approach. The statute approach examines relevant legal instruments such as the Civil Code, Law Number 5 of 1960 concerning Basic Agrarian Law (UUPA), Law Number 8 of 1999 concerning Consumer Protection, Law Number 4 of 1996 concerning Mortgage Rights and regulations related to land registration permits. The conceptual approach is used to analyze the principles of legal responsibility, default and unlawful acts within the framework of banking and land law. The case approach refers to judicial practice, particularly Decision Number 200/Pdt.G/2024/PN Jkt.Utr as affirmed by Decision Number 238/Pdt/2025/PT DKI, to assess the implementation of legal norms in real cases. Through these approaches, the study focuses on examining the legal responsibility of Bank Tabungan Negara (BTN) and the role of the National Land Agency (BPN) in issuing land title certificates after credit repayment, determining whether delays constitute default or unlawful acts, and evaluating the effectiveness of legal protection and dispute resolution mechanisms for debtors.

RESULTS AND DISCUSSION

Bank BTN's Responsibility and the Role of the National Land Agency (BPN) in Delays in Issuing Land Title Certificates Following Mortgage Repayment by Mortgage Debtors.

The legal relationship between the debtor and Bank BTN in the Home Ownership Credit (KPR) scheme is based on a credit agreement that creates rights and obligations for both parties. Banks are required to design a good legal relationship with prospective customers or their debtors, so that a good working synergy between creditor and debtor can be created (Hidayat et al., 2019). In this context, Bank BTN functions not only as a financing institution but also as a mortgage holder for the loan object. As explained in Article 9 of Law No. 4 of 1996 on Mortgage Rights (UUHT) "the mortgage holder is an individual or legal entity positioned as a creditor. In this case, it is a financing institution or bank that acts as a creditor." (Rahmatin et al., 2025). Therefore, this provision aligns with Law No. 4 of 1996 concerning Mortgage Rights, which stipulates that a house or property financed through a mortgage will serve as collateral until the debtor is fully repaid (Indah et al., 2025).

As stipulated in Article 6 of the Mortgage Law, states that if the debtor fails to fulfil their obligations, the creditor has the right to sell the mortgaged property through a public auction (Nurwidiyanto et al., 2024). However, if the debtor has fulfilled their repayment obligations, BTN is obligated to extinguish the mortgage and surrender the collateral documents in its possession. This obligation reflects a form of contractual responsibility as stipulated in Article 1234 of the Civil Code (KUHPerduta), which emphasizes that every obligation is intended to provide something, do something or refrain from doing something. BTN's obligation to extinguish the mortgage and surrender the collateral documents falls into the category of "giving something" and "doing something" as defined in this norm because these actions are part of the performance that the creditor must fulfill after the debtor fulfills their obligations.

BTN's responsibilities also encompass administrative aspects related to legal protection for consumers. BTN's responsibility for consumer rights in managing post-credit repayment administration is strengthened by Law Number 8 of 1999 concerning Consumer Protection (UUPK). According to Article 4 of UUPK, there are four basic rights recognized internationally: the right to safety, the right to be informed, the right to choose and the right to be heard (Atsar & Apriani, 2019). Article 7 of the Consumer Protection Law also explains the obligations of business actors to provide correct, clear and honest information regarding the condition and guarantee of goods and/or services, as well as provide explanations for use, repair and maintenance. BTN also has a moral responsibility inherent in its role as a state-owned bank that supports national housing policies. The principles of fairness and professional service should be upheld, considering that debtors who have paid off their loans are entitled to a certificate as legal proof of ownership.

However, BTN's responsibilities are often not optimally implemented. One example is seen in Decision Number 200/Pdt.G/2024/PN Jkt.Utr, which was upheld by Decision Number 238/Pdt/2025/PT DKI, where the debtor's lawsuit was rejected because the court deemed BTN not authorized to issue the certificate. BTN's lack of responsiveness in this case demonstrates the suboptimal implementation of its strategic role as the holder of the mortgage right and the party bound by the credit agreement. BTN's obstacles in fulfilling administrative obligations after loan repayment create uncertainty for debtors, particularly regarding ownership of land and house certificates, which should already be theirs. This situation not only reduces legal protection for consumers but also has the potential to cause legal and material losses. If BTN continues to neglect its responsibilities, debtors who have already paid off their loans face the risk of unclear ownership status, even though they already have full legal rights.

This situation contradicts the legal function and elements of law enforcement, potentially undermining public trust in the national housing finance system. The law functions to protect human interests. Law enforcement must consider the elements of legal certainty, legal benefit, legal justice and legal guarantees (Satino et al., 2024). Legal certainty requires clarity and certainty regarding the debtor's rights to the certificate after mortgage repayment. Legal benefit ensures tangible benefits for the community. Legal justice emphasizes the balance of the parties' rights and obligations, while legal guarantees protect the debtor's rights from potential losses due to negligence by related parties. Therefore, the application of the law in cases of delayed certificate issuance must reflect these four elements to ensure the debtor's interests are fairly and securely protected.

In addition to BTN, the National Land Agency (BPN) plays a strategic role in the land title issuance process. Through its administrative authority, the BPN serves as the state institution authorized to issue, record, and guarantee the validity of land certificates. This authority is based on the provisions of Law Number 5 of 1960 concerning Basic Agrarian Regulations (UUPA), which aims to ensure legal certainty. In relation to the legal certainty, Article 19 paragraph (1) of the Basic Agrarian Law states that to guarantee legal certainty, the government conducts land registration throughout the territory of the Republic of Indonesia according to the provisions regulated by Government Regulations (Siagian, 2022). Government Regulation Number 24 of 1997 concerning Land Registration as amended by Government Regulation Number 18 of 2021 stipulates that land registration is carried out by the Minister of Agrarian Affairs and Spatial Planning/Head of the BPN. This emphasizes the role of the BPN as the implementer of land registration which is not only administrative in nature, but also includes substantive functions in realizing legal certainty and protection for the community as holders of land rights.

To implement its role, the National Land Agency (BPN) implements various strategic programs, such as the Complete Systematic Land Registration (PTSL) program, which aims to accelerate the legalization of community assets and ensure legal certainty over land rights

across Indonesia. The government's implementation of PTSL is primarily aimed at improving the welfare and prosperity of the people and the nation's economy, it also aims to reduce and prevent land disputes and conflicts arising from the lack of strong evidence of land ownership (Suhaimi et al., 2023). The program is outlined in Regulation No. 12 of 2017 of the Minister of Agrarian Affairs and Spatial Planning/Head of the National Land Agency of the Republic of Indonesia concerning Complete Systematic Land Registration (Huda et al., 2024). The PTSL program is designed to map all land parcels, nationwide, irrespective of their current tenure conditions, to survey and publicly display the results of such a survey and finally to register/certify all unregistered land parcels in the country (Aditya et al., 2021).

However, the implementation of PTSL is not without several obstacles that must be overcome for the program to be effective (Suharto & Supadno, 2023). One persistent issue in land management practices is the delay in the delivery of land certificates after loan repayment. Although the PTSL program focuses on first-time land registration, it has conceptual relevance to the case. The administrative obstacles encountered in the PTSL implementation reflect institutional issues similar to those encountered in other land service processes. Therefore, the principles of efficiency, transparency, and legal certainty promoted by PTSL can serve as a reference for improving the governance of post-mortgage certificate issuance. In this regard, the active role of the National Land Agency (BPN) is crucial, not only in the technical aspects of certificate issuance but also in strengthening coordination with banks to ensure a more orderly and responsive manner in fulfilling their administrative obligations. In this way, the BPN can build effective institutional synergy to prevent the recurrence of similar problems and ensure the fair fulfillment of community rights.

Analysis of the Elements of Default or Unlawful Acts in the Delay in Issuing Certificates and Forms of Legal Protection for Debtors.

The delay in issuing land title certificates after the repayment of the Home Ownership Credit (KPR) can basically give rise to allegations of default if it is proven that the responsible party has not carried out administrative obligations in a timely manner. One of the factors causing the delay can come from the negligence of the creditor who has not fulfilled his obligation to submit an application for the removal of mortgage rights (roya) after the debt is declared paid off, the state of negligence can theoretically be reviewed from a legal perspective, because the Mortgage Law requires creditors to provide a written statement that their receivables have been paid off as a basis for implementing the removal of mortgage rights (Rohaini et al., 2022). In case No. 200 / Pdt.G / 2024 / PN Jkt.Utr which was upheld at the appeal level through Decision No. 238 / Pdt / 2025 / PT DKI, the panel of judges considered that PT Bank Tabungan Negara (Persero) Tbk (BTN) was not the right party to be sued, considering that legally the formal authority to issue certificates lies with the National Land Agency (BPN) and / or the developer as the applicant for the rights. Thus, from a formal legal perspective, the bank has no direct obligation to issue the certificate.

However, the trial revealed that the debtor had repeatedly attempted to communicate with BTN and requested that the certification process be followed up immediately. However, over a considerable period of time, even years, the debtor received no assurance or adequate response. This situation indicates weaknesses in the bank's oversight and coordination with third parties, and can therefore be viewed as a form of administrative negligence. In other words, although the bank does not formally hold the authority to issue certificates, its involvement as the holder of the credit guarantee and the administrator of the debtor's documents still creates a moral and administrative responsibility to ensure legal certainty for the debtor after repayment.

Under these circumstances, BTN can be classified as a party in default if it fails to fulfill its administrative obligations after the mortgage is repaid. Default is regulated in Article 1238

of the Civil Code, which states, "A debtor is declared in default by a written order, or by a similar deed, or by virtue of the obligation itself, namely if this obligation results in the debtor being deemed in default upon the lapse of the specified time." (Paendong & Taunaumang, 2022). This provision essentially positions the debtor as the party that can be declared in default. However, in a mortgage agreement, BTN, as the creditor, is also burdened with administrative obligations. Therefore, if the creditor's obligations to the debtor are not fulfilled, such as those related to the return of collateral documents and facilitating the issuance of certificates after repayment, this negligence can be interpreted as a form of administrative default. Although the court deemed BTN not the appropriate party to be sued formally, from a normative legal perspective, the bank can still be considered to have committed a functional default because it did not fully fulfill the obligations expected by the debtor in the mortgage agreement.

If it can be proven that the delay in handing over the certificate caused actual losses to the debtor and the bank failed to perform its supervisory function adequately, the debtor has legal grounds to claim compensation, both material and immaterial. For defaults, the sanctions imposed can be seen as outlined in Article 1243 of the Civil Code (Iwanti & Taun, 2022). Article 1243 of the Indonesian Civil Code stipulates that "compensation for costs, losses and interest shall only be required when the debtor, after being declared in default, continues to neglect his obligations." (Supeno, 2019). Although this norm is explicitly directed at the debtor, under the doctrine of obligations, this principle of responsibility also applies reciprocally. This means that if the creditor (in this case, the bank) fails to fulfill its obligation to hand over the certificate after the debtor has paid off the mortgage, such negligence can be equated with default as referred to in Article 1243 of the Civil Code.

Furthermore, if BTN claims that the delay in certificate issuance was due to the negligence of a third party, such as a developer or notary, this excuse still needs to be tested through the bank's internal oversight mechanism, as the facts on the ground indicate that this problem is systemic. The Indonesian Ombudsman's report confirmed that 601 BTN customers have not received their certificates, despite having made mortgage repayments. The Indonesian Ombudsman has also monitored the implementation of recommendations for improvement resulting from a rapid assessment of maladministration prevention in BTN's mortgage services that impacted the fulfillment of home certificates (Fatika, 2023). However, these recommendations have not been fully implemented effectively by BTN, as evidenced by the recurring delays. This situation reflects a systematic and structured pattern of negligence, so that responsibility cannot be fully transferred to a third party. This strengthens the argument that BTN has the primary responsibility for ensuring legal certainty for its debtors.

This systematic negligence indicates the potential for an Unlawful Act (PMH) to occur, provided that the elements stipulated in Article 1365 of the Civil Code can be proven to have been met. The main elements of an PMH consist of four essential components: the existence of an unlawful act, whether active or passive; the existence of an error or negligence on the part of the perpetrator; actual loss suffered by another party and a causal relationship between the act and the loss (Febria et al., 2025). BTN is potentially liable for compensation through a civil lawsuit filed under Law Number 8 of 1999 concerning Consumer Protection. Debtors who suffer losses due to the delay in handing over land certificates after paying off their mortgage are entitled to legal protection as stipulated in Article 4 letter h, which guarantees consumers' rights to compensation, damages and/or replacement if the goods and/or services received do not comply with the agreement or are not as expected.

This protection can be implemented preventively or reactively. Preventive measures include establishing clear credit clauses regarding deadlines and procedures for certificate handover, the bank's implementation of information transparency principles and an effective internal oversight mechanism. Preventive measures also include thoroughly reviewing the

contents of the credit agreement before signing, requesting written documents from the bank outlining commitments and procedures for certificate delivery, exercising the right to receive periodic reports on the progress of the certification process and retaining all evidence of communication with the bank or developer for archives in case a dispute arises later.

Meanwhile, reactive protection is implemented after a loss has occurred. Possible measures include sending a written warning or warning to the bank as a form of negligence. If the warning is not acted upon, the debtor can file a default lawsuit (PMH) with the district court to demand the return of the certificate and compensation for losses. Alternative resolution through the Financial Services Sector Dispute Resolution Agency (LAPS SJK) can be used to avoid time-consuming and costly litigation. The Financial Services Authority (OJK) stipulates that LAPS must operate independently and fairly to disputing parties and have the freedom to implement OJK policies in order to be able to provide dispute resolution throughout Indonesia (Abdillah et al., 2024). Reporting to the Indonesian Ombudsman and the Ministry of Agrarian Affairs and Spatial Planning/National Land Agency (ATR/BPN) can also be done to ensure follow-up and sanctions are imposed on parties who fail to fulfill their obligations. These steps aim to ensure legal certainty, restore debtors' rights, and encourage improved banking service governance in the delivery of certificates after mortgage repayment.

Effectiveness of Dispute Resolution Mechanisms that can be taken by Home Ownership Credit Debtors for Delays in Issuing Certificates.

Although various forms of legal protection are available for mortgage debtors experiencing delays in certificate issuance, the current dispute resolution mechanisms are not yet effective, as in case No. 200/Pdt.G/2024/PN Jkt.Utr in conjunction with Decision No. 238/Pdt/2025/PT DKI, which demonstrates that BTN has not fully fulfilled its legal and moral responsibilities, thus hindering debtors' rights to certificates. Therefore, the dispute resolution mechanisms still require a comprehensive evaluation, both from a regulatory perspective and in their implementation on the ground. Administrative obstacles, weak inter-agency coordination and minimal oversight remain the main obstacles hindering the achievement of optimal legal protection. Therefore, internal improvements are needed at Bank Tabungan Negara (BTN), a financial institution providing mortgages.

Previously, risk management has been implemented in the banking industry as a means of controlling potential problems inherent in every operational activity. Risk management reflects the application of risk management, including a risk control system (RCS), to the risks inherent in every bank activity (Ismanto et al., 2019). In this regard, BTN has initiated the formation of a Certificate Resolution Task Force to handle customer complaints regarding delays in certificate delivery. This special team, under the Credit Operations Division (COD), is tasked with conducting profiling to expedite certificate completion and placing a freeze on non-performing Notaries/PPATs (Bank Tabungan Negara, 2024). However, these ongoing cases demonstrate that this team's performance is not yet optimal. Therefore, it is necessary to strengthen the Task Force's structure and authority so that it can actively monitor every stage of the certificate process, address delays from both internal and external partners, and provide an online tracking system that can be directly accessed by debtors. Services that are transparent, fast, inexpensive, easy to perform and produce reliable products to guarantee legal certainty within a modern land administration system based on the cadastral engine are needed to achieve the sustainable development goals (SDGs) related to land (Kusmiarto et al., 2021).

In this regard, the effectiveness of resolving disputes regarding delayed land certificate issuance after mortgage repayment is largely determined by the BPN's consistency in carrying out its administrative duties and functions. The National Land Agency has administrative duties and functions, namely formulating land policies based on the 1945 Constitution of the Republic of Indonesia, UUPA and other laws and regulations (Hajati et al., 2017). There is also the

Regulation of the Minister of ATR/Head of BPN Number 3 of 2025 concerning Spatial Planning Service Standards, but in practice the performance of BPN is often not optimal because BPN shows a passive attitude that tends to wait for the fulfillment of document requirements from external parties such as developers, notaries/PPAT or banks without actively verifying so that this creates gaps for negligence and abuse of authority.

The lack of active support and oversight from the National Land Agency (BPN) towards these parties makes delays increasingly difficult to overcome, creating a gap between normative regulations and actual implementation, ultimately reducing the BPN's ability to prevent disputes. The BPN's supervisory function should be a preventative instrument to ensure compliance by the parties. However, this indicates that its supervisory function has not been implemented progressively, resulting in delays in certificate issuance often only being detected after they have caused legal losses to the debtor. Reformulation of the BPN's role is needed so that this institution is not merely an administrative implementer but also functions as a facilitator and supervisor capable of bridging obstacles posed by BTN and third parties, so that debtors' rights can be protected more effectively and comprehensively. Therefore, a thorough evaluation of the BPN's internal mechanisms is necessary to minimize bureaucratic weaknesses.

Furthermore, Home Ownership Credit (KPR) is a form of business activity in the financial services sector that has legal implications. Over time, business law which encompasses various rules and regulations governing commercial activities has undergone significant transformation with the digital revolution (Wahyuningsih et al., 2025). Digitalization in the land sector has also had a significant impact, particularly through the implementation of Electronic Mortgage Rights (HT-el) and Electronic Certificates (E-Certificates). The HT-el system, as defined in Ministerial Regulation of the ATR/BPN Number 9/2019, is a series of mortgage service processes designed to maintain land registration data through an integrated electronic system (Leesley, 2022) In 2021, a policy mandating electronic certificates as proof of land ownership was introduced, aiming to modernize the land sector (Krisnantoro, 2023). Regulation of the ATR/BPN Number 1 of 2021 utilizes the results of this land registration process as information, electronic data, and/or electronic reports to strengthen the certainty, speed and security of land services. (Heriyanti et al., 2023). This digital innovation opens up opportunities to accelerate administrative processes and increase information transparency for debtors, enabling real-time monitoring of Mortgage Rights and certificate status.

Although the digitalization of land services has been implemented through the HT-el and Electronic Certificate systems, its implementation still faces obstacles due to the lack of data integration between agencies and the absence of a binding Service Level Agreement (SLA) between the relevant parties. An SLA is essentially a form of performance agreement that outlines standards for completion times, service quality and legal liability in the event of delays or procedural violations. The absence of an SLA in the land system results in the lack of a firm and accountable legal basis for administrative completion times, including the delivery of certificates after the payment of a Home Ownership Loan (KPR). This situation explains why cases of delays in certificate delivery by banks and the National Land Agency (BPN) are still found even though the debtor has fully paid their obligations. Therefore, strengthening regulations that explicitly regulate SLAs at every stage of land services is necessary to ensure legal certainty, administrative efficiency and the protection of debtor rights.

CONCLUSION

The legal responsibility between Bank Tabungan Negara (BTN) and the National Land Agency (BPN) for the delay in issuing land title certificates after the repayment of Home Ownership Loans (KPR) needs to be implemented synergistically to ensure legal certainty for

debtors. Formally, the authority to issue certificates rests with the BPN as stipulated in land regulations, so BTN cannot be held directly responsible for the delay in issuance. However, BTN still has a moral and administrative responsibility to ensure that all processes related to mortgage rights and collateral documents are carried out in accordance with regulations, including the removal of mortgage rights (roya) and the submission of documents to the relevant parties. BTN's failure to fulfill these administrative obligations can have legal implications in the form of administrative default or unlawful acts if it results in losses for debtors. The effectiveness of dispute resolution resulting from delays in certificate issuance depends heavily on coordination between BTN and the BPN and the strengthening of the digital land system. BTN's internal efforts through the formation of a Task Force Team need to be strengthened with clear authority, an online tracking system and information transparency for debtors. Optimizing the implementation of Electronic Mortgage Rights (HT-el) and Electronic Land Certificates, as well as the implementation of internal mechanisms equivalent to Service Level Agreements (SLA), can serve as instruments for setting standards for time and quality of service that guarantee legal certainty, accountability, timeliness and legal protection for debtors. Synergy between BTN, BPN and the government is expected to achieve efficient, transparent and equitable land governance, thereby realizing the goal of mortgages as a financing instrument that provides legal certainty and legal protection for debtors.

REFERENCE

- Abdillah, R., Sjaifurrachman, S., Prakoso, A., & Hastri, E. D. (2024). Legal Protection in Consumer Dispute Resolution: Independence of the Financial Services Authority (OJK). *International Asia Of Law and Money Laundering (IAML)*, 3(2), 53-61.
- Aditya, T., Santosa, P. B., Yulaikhah, Y., Widjajanti, N., Atunggal, D., & Sulistyawati, M. (2021). Validation and collaborative mapping to accelerate quality assurance of land registration. *Land Use Policy*, 109, 105689.
- Atsar, A., & Apriani, R. (2019). *Buku Ajar Hukum Perlindungan Konsumen* (Cet. 1). Yogyakarta: Deepublish.
- Bank Tabungan Negara (BTN). (2024). Bank BTN berkomitmen selesaikan sertifikat bermasalah. <https://www.btn.co.id/id/About/Gallery/News/Press-Conference/Listing/2024/06/26/Bank-BTN-Berkomitmen-Selesaikan-Sertifikat-Bermasalah>
- Fatika, Y. H. (2022). Temukan 600 konsumen belum terima sertifikat setelah pelunasan KPR, Ombudsman berikan saran perbaikan kepada BTN. <https://ombudsman.go.id/news/r/temukan-600-konsumen-belum-terima-sertifikat-setelah-pelunasan-kpr--ombudsman-berikan-saran-perbaikan-kepada-btn>
- Fatika, Y. H. (2023). Ombudsman RI monitor pelaksanaan saran perbaikan: Kajian cepat layanan KPR BTN. <https://ombudsman.go.id/news/r/ombudsman-ri-monitor-pelaksanaan-saran-perbaikan--kajian-cepat-layanan-kpr-btn>
- Febria, R., Rezki, R., Fathirrahman, M. A., Alfadino, M. F., Adriaman, M., Nengsih, N., Anastasya, V., Achira, B. D., Wulandari, P., Geanra, N. A., Al Faruqi, N. H., Ramadhani, S. M., Al-Falah, A., & Olivia, D. (2025). *Hukum Perdata Indonesia*. Padang : CV Gita Lentera.
- Hajati, S., Winarsi, S., Sekarmadji, A., & Moechthar, O. (2017). *Buku Ajar Politik Hukum Pertanahan*. Surabaya: Airlangga University Press.
- Heriyanti, H., Rajagukguk, S. N., Sitinjak, S., & Pakpahan, E. F. (2023). Tinjauan Hukum Terhadap Peraturan Menteri Agraria Dan Tata Ruang/Kepala Badan Pertahanan Nasional (PERMEN ATR/BPN) Nomor 1 Tahun 2021 Dan Pasal 19 Ayat 2 UUPA. *JURNAL HUKUM, POLITIK DAN ILMU SOSIAL*, 2(4), 15-33.

- Hidayat, A., Husin, S., & Ulfanora, U. (2019). Legal Protection for the Creditor as the Mortgage Holder for Granting Loan Using Collateral Land and Building Against Bad-Loan Debtor. *International Journal of Multicultural and Multireligious Understanding*, 6(3), 766.
- Huda, N., Hernandi, A., Gumilar, I., Meilano, I., & Cahyaningtyas, L. A. (2024). The strategic development of quality improvement land data incrementally using integrated PESTEL and SWOT analysis in Indonesia. *Land*, 13(10), 1655.
- Indah, S. P., Sudirman, M., & Fitriani, A. (2025). AKIBAT HUKUM WANPRESTASI KREDITUR TERKAIT PENYERAHAN SERTIPIKAT YANG MENJADI JAMINAN KREDIT PEMILIKAN RUMAH. *Case Law: Journal of Law*, 6(1).
- Ismanto, H., Widiastuti, A., Muharam, H., Pangestuti, I. R. D., & Rofiq, F. (2019). *Perbankan dan Literasi Keuangan*. Yogyakarta: Deepublish.
- Iwanti, N. A. M. (2022). Akibat Hukum Wanprestasi Serta Upaya Hukum Wanprestasi Berdasarkan Undang-Undang Yang Berlaku. *The Juris*, 6(2), 361-351.
- Kitab Undang-Undang Hukum Perdata. (n.d.). Indonesia.
- Krismantoro, D. (2023). The urgency of electronic land certificates in the land registration legal system in indonesia. *Journal of Law and Sustainable Development*, 11(10), e1808-e1808.
- Kusmiarto, K., Aditya, T., Djurdjani, D., & Subaryono, S. (2021). Digital transformation of land services in indonesia: A readiness assessment. *Land*, 10(2), 120.
- Leesley, A. C. (2022). Tinjauan Yuridis Tentang Keamanan Hak Tanggungan Elektronik Sebagai Alat Bukti Digital Berdasarkan Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik. *Officium Notarium*, 2(2), 249-256.
- Nugraha, D. W. (2025). Sejak 2019, ada 120.000 rumah KPR BTN punya masalah sertifikat. <https://www.kompas.id/artikel/sejak-2019-ada-120000-rumah-kpr-btn-punya-masalah-sertifikat>
- Nurwidiyanto, E., Setyowati, R. K., & Mutiarany, M. (2024). Challenges and Reforms in the Implementation of Collateral Seizure on Land within Indonesia's Banking System: A Study of the Mortgage Law. *Justice Voice*, 3(1), 29-36.
- Paendong, K. (2022). Kajian Yuridis Wanprestasi Dalam Perikatan Dan Perjanjian Ditinjau Dari Hukum Perdata. *Lex Privatum*, 10(3).
- Rahmatin, R., Laila, F., & Chanifah, N. (2025). Legal Reconstruction of Electronic Land Rights Certificates Burdened with Mortgage Rights as a Form of Credit Guarantee Banking. *International Journal of Business, Economics, and Social Development*, 6(3), 387-392.
- Republik Indonesia. (1960). Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria.
- Republik Indonesia. (1999). Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.
- Rohaini, E., Nu'man, A. H., Heniarti, D. D., & Ruhaeni, N. (2022). Potential Mislejkon authority to creditors previously with the debtor to apply for the elimination or deletion of mortgage associated with the Mortgage Law and the Ministerial Regulation on Electronic Mortgage Rights (HT-EL). *International Journal of Science and Society*, 4(2), 55-66.
- Satino, S., & Surahmad, S. (2024). Perlindungan Hukum Terhadap Pekerja Kontrak Yang Kena PHK Di Masa Kontrak. *IKRA-ITH HUMANIORA: Jurnal Sosial dan Humaniora*, 8(2), 165-178.
- Siagian, S. W. (2022). Kedudukan Surat Keterangan Tanah Sebagai Syarat Kepemilikan Tanah Pascaterbitnya Undang-Undang Nomor 5 Tahun 1960 Tentang Pokok-Pokok Agraria Dan Peraturan Pemerintah Nomor 24 Tahun 1997. *Jurnal Notarius*, 1(2).

- Suhaimi, A., & Halim, A. (2023). Analisis Peraturan Menteri Atr/Ka. Bpn Nomor 6 Tahun 2018 Tentang Pendaftaran Tanah Sistematis Lengkap Sebagai Dikresi Pemerintah Memberikan Jaminan Kepastian Dan Perlindungan Hak Atas Tanah. *Wasaka Hukum*, 11(2), 112-128.
- Suharto, B., & Supadno, S. (2023). Hambatan-Hambatan dalam Pelaksanaan Program Pendaftaran Tanah Sistematis Lengkap (PTSL). *The Indonesian Journal of Public Administration (IJPA)*, 9(1).
- Supeno. (2019). *Dasar-Dasar Hukum Perikatan*. Jambi: Salim Media Indonesia.
- Wahyuningsih, Y. Y., Roring, E. B., Desideria, O. R., Satino, S., Putri, C. W., & Lewoleba, K. K. (2025). Transformasi hukum bisnis dalam ekosistem digital: Tantangan dan peluang. *IKRA-ITH HUMANIORA: Jurnal Sosial dan Humaniora*, 9(1), 254-258.
- Wulandari, N. (2024). Perlindungan Hukum Bagi Debitur Bank Dalam Perjanjian Kredit Pemilikan Rumah (KPR): Legal Protection for Bank Debtors in Home Ownership Loan Agreements (KPR). *Jurnal Globalisasi Hukum*, 1(1), 114-127.