INDONESIAN JOURNAL OF MULTIDISCIPLINARY SCIENCE

P-ISSN: 2808-5957
E-ISSN: 2808-6724

Legal Certainty of the Transfer of Ownership Rights of the Winner of the Execution Auction Reviewed from the Legal Deed of Submission (Levering)

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Keywords:
levering, execution auction, legal certainty, ownership rights, vanishing

ABSTRACT

This study examines the certainty of the legal transfer of ownership through the process of sale and purchase and execution auctions, reviewed from the legal act of delivery (levering). The problem arises because the auction minutes, as valid evidence of the transfer of rights juridically, have not always been followed by the material handover when the auction object is still in the debtor's possession, so that the auction winner has not been able to enjoy his rights in real terms. The purpose of this study is to test the legal certainty of the use of levering in execution auctions and to examine the position of the execution of vacating (eksekusi pengosongan) as an effort to improve the transfer of ownership rights. Empirical legal research with statutory and conceptual approaches is used in this study. This research is supported by primary data collected through interviews and secondary data in the form of legal materials at various levels. The data are analyzed qualitatively. The findings of the study show that the legal arrangement has guaranteed the transfer of rights juridically through the auction minutes, but has not expressly guaranteed the material handover. As a result, the auction winner must take legal action in the form of a vacating execution to gain physical control of the object. Thus, the legal certainty of the auction winner is juridically strong but not fully effective in factual terms.

INTRODUCTION

One method to acquire ownership of an object according to the civil law system is delivery, or levering. The handover, or levering, is a legal act of handing over an object and is a legal condition for the transfer of property rights as agreed (Widjaja, Karim, & Muslim, 2022). The levering process is generally based on the existence of rights recognized by law, such as sale and purchase transactions. The seller delivers the goods and payment is made by the buyer according to the agreement, so that the ownership rights transfer and become lawful (Ningsih, 2021).

For the sale and purchase of movable objects, physical handover constitutes juridical handover as well (Eunico, Priyono, & Turisno, 2023). On the other hand, for the sale and purchase of immovable objects, juridical surrender is followed by symbolic physical surrender (Fauzan, Guntara, & Abas, 2023). Therefore, the delivery of immovable objects requires an additional administrative process that is constitutive in nature. This difference reveals that the process of transferring ownership of land is more complex than that of movable objects.

In sale and purchase through execution auctions, juridical delivery is carried out through auction documents issued by the auction-implementing official after the winner pays off the auction price. The auction document is the legal basis for the process of transferring the title of ownership on the ownership certificate to the auction object (Pranata & Hardjo, 2025). After

the minutes are published and the administrative process is completed, ownership legally passes to the auction winner (Jannah & Badriyah, 2023). Physical handover is carried out in such a way that the auction winner actually controls the object that has been won. This control may include a physical takeover of the land, building, or object being auctioned. With the fulfillment of juridical and physical delivery, the delivery of the auction results can be said to be perfect (Junaidi, 2023).

Execution auctions guarantee legal protection and certainty for creditors and auction winners. Article 6 of Law Number 4 of 1996 concerning Mortgage Rights (UUHT) explains that the creditor has the right to sell the collateral object without the debtor's consent. Article 1 number 34 of Minister of Finance Regulation Number 122 of 2023 (PMK 122/2023) states that the auction minutes are proof of legal ownership; considering their position as an authentic deed, the document has an executory title. The Certificate of Mortgage Rights also has the same executory power as a court decision (Marziah, Rahayu, & Jauhari, 2019).

In practice, execution auctions often do not result in direct physical control by the auction winner. Objects that have been legitimately won are often still occupied by debtors, tenants, or other parties who refuse to leave. The auction winner cannot immediately enjoy his ownership rights due to the collision with social and legal realities on the ground. An application for vacating to the court is the only recourse, but this process requires additional time and costs. As a result, the legal protection promised by Article 6 of the Law loses its force in guaranteeing real control over the auction object.

Although the auction minutes are proof of legal ownership, their implementation does not guarantee a complete transfer of rights. Juridical levering through the minutes and the name change of the certificate is not automatically followed by material levering in the form of physical control. The discrepancy between the administrative process and the reality on the ground creates a loophole that is detrimental to the auction winner. A legal ownership right cannot be immediately enjoyed due to factual obstacles that are not resolved by the auction mechanism. This creates legal uncertainty and shows that the transfer of rights through execution auctions is not fully effective, either normatively or practically (Mahmud, Lasimpala, Moonti, & Muslim, 2025).

The legal issue in this study lies in the certainty of ownership rights in sale and purchase through execution auctions, especially those related to the legal act of delivery (levering). Although juridically the title has been transferred through the auction minutes, which are authentic deeds, the existing legal arrangements have not expressly guaranteed the material fulfillment of the delivery when the auction object is still in the control of the debtor. This condition causes the levering to not be carried out completely and creates uncertainty over the ownership rights of the auction winner.

Previous research has noted the barriers to post-auction physical control but has not examined levering as the core of auction sale and purchase. Legian District Court Decision No. 3/Pdt.G/2018/PN.Lgs stated that the auction winner was obliged to file for execution because the object was still occupied by the debtor, as a form of repressive legal protection (Tambunan & Winanti, 2024). Semarang District Court Decision No. 509/Pdt.G/2022/PN.Smg also emphasized that the transfer of rights does not necessarily occur even though the auction minutes have been issued, if the physical object is still controlled by another party or the debtor, so that the auction winner needs to apply for execution or even a lawsuit for an unlawful act

(Ramadhani & Soegianto, 2025). Pratama and Imanullah further highlighted the debtor's objection to the implementation of the execution auction, making it difficult for the auction winner to control the object, so that they had to apply for vacating to the court (Imanullah, 2021).

The novelty of this research lies in placing levering as the core of the problem in the legal guarantee of the transfer of ownership rights through the sale and purchase transaction of the execution auction, not merely as an administrative consequence of the issuance of the auction minutes. Unlike previous studies that generally highlighted obstacles to physical control after the auction or the debtor's objection as a matter of mere execution, this study specifically examines the non-fulfillment of the entire delivery due to the disconnection between juridical delivery and material delivery. This study confirms that although the auction minutes have met the requirements for juridical transfer of rights as authentic deeds, the absence of normative guarantees of physical control causes the delivery to be imperfect and the property rights of the auction winners cannot be enjoyed effectively.

This research is important because the certainty of ownership rights is a fundamental principle in civil law that must be guaranteed through the legal act of delivery (levering). In the context of sale and purchase through execution auctions, the transfer of property juridically through auction minutes has not always been followed by material (physical) handover, thus creating legal uncertainty for the auction winner (Sony, 2024). This condition shows the incompleteness of normative arrangements regarding levering in the execution auction. Thus, further research is needed to examine and clarify the legal construction of handover in execution auctions to ensure the certainty of full ownership rights for the auction winner.

Based on this description, there are legal problems that need to be studied further, namely how legal certainty of the transfer of ownership rights (levering) in the auction of the execution of mortgage rights is achieved in the event of obstacles to the physical delivery of the auction object, and whether vacating is one of the legal remedies to improve the transfer of ownership rights over sale and purchase through auctions. Therefore, this study aims to analyze and identify normative clarity regarding the legal certainty of the transfer of ownership rights (levering) in auctions based on the execution of Mortgage Rights, based on the effectiveness of the Auction Minutes, especially when there are obstacles to the physical handover of the object, as well as to examine and explain the position of the execution of vacating as an essential legal remedy in perfecting the transfer of ownership rights, in order to ensure physical control for the good-faith auction winner.

METHOD

The research method in this study uses an empirical legal research approach (sociological/non-doctrinal), which views law as a social reality operating within society. The research focuses on the effectiveness of the implementation of levering in the execution auction of mortgage rights, particularly with regard to the gap between juridical delivery through the auction minutes and the physical delivery of the auction object. Based on the research documents analyzed, the approaches used are the statute approach and the conceptual approach, employed to examine the Civil Code (KUHPerdata), the Mortgage Rights Law (UU Hak Tanggungan), and PMK 122/2023. The research population includes all parties involved in the execution auction mechanism, namely KPKNL officials, creditors (banks), notaries/PPAT, and

auction winners, while the sample was selected through purposive sampling based on direct involvement and experience in the execution auction process and the transfer of rights.

Data collection was carried out through a combination of primary and secondary data. Primary data were obtained through in-depth interviews with key informants such as KPKNL officials, banks as creditors, notaries, advocates, and auction winners, while secondary data were obtained through a literature study comprising legislation, scientific journals, legal textbooks, court decisions, and auction minutes. The research instruments used included structured and semi-structured interview guidelines as well as a legal document analysis checklist to assess the consistency between the norms and the practical implementation of levering. The validity of the data was tested through source triangulation and method triangulation, while reliability in this qualitative research was ensured by confirming the consistency of data across informants and its conformity with relevant legal documents.

Data analysis was conducted using a qualitative descriptive-prescriptive method with an inductive mode of reasoning, namely drawing conclusions from empirical facts in the field toward a generalization of the legal concept regarding the effectiveness of levering in execution auctions. The research procedure began with the collection of field data, data reduction, categorization of legal issues (juridical delivery vs. material delivery), narrative presentation of the data, and finally the drawing of normative-empirical conclusions. To support the analysis, this study also made use of software such as Microsoft Excel for grouping the interview data and NVivo (or manual coding techniques) to assist in the process of coding legal themes and problem patterns. Thus, this method provides a strong basis for explaining the gap between juridical legal certainty and factual legal effectiveness in the implementation of levering in execution auctions.

RESULT AND DISCUSSION

Legal Aspects of Execution Auction as a Form of Sale and Purchase Agreement

Buying and selling through auction sales has different characteristics. An execution auction is an auction conducted to sell the assets of debtors who fail to fulfill their obligations to creditors in order to pay off their debts (Azzahra & Badriyah, 2023). Provisions regarding execution auctions are regulated in Article 6 of the Law and PMK 122/2023. In this process, goods are sold not at the will of the owner, but as a form of execution of creditors' rights (Siregar & Putra, 2022). Often the debtor is not willing to be executed, but the legal provisions protect the interests of the creditor as one of the parties (Jufri, Borahima, & Said, 2020).

Based on Article 1320 of the Civil Code, the basic requirements for a valid sale and purchase contract must be fulfilled, including the existence of an agreement, capacity, a certain object, and a lawful cause. In the execution auction, the requirement of agreement from the owner of the goods (debtor) is not explicitly fulfilled because the sale is carried out through an execution mechanism. However, the initial agreement in the form of the credit agreement and the granting of mortgage rights already contains the debtor's implicit consent to hand over the collateral object in the event of default. Therefore, the execution auction still has a valid legal basis because it is rooted in a previously agreed credit agreement. This shows that the requirement of agreement is shifted to the early stage of the credit agreement, not to the time of the auction.

The results of an interview with one of the private banks as a creditor show that debtors generally understand the risk of default from the time of the credit agreement, especially in the clause on the rights held by the mortgagee, which includes the mortgagee's ability to sell the property if the borrower fails to meet the obligations. The creditor explained that the credit document had included the conditions for carrying out the execution, including where the execution is conducted based on Article 6 of the UUHT (Sonjaya & Winanti, 2023). KPKNL employees also stated in their interviews that the execution auction procedure is always guided by the Law and its implementing regulations, so that it is not carried out unilaterally without a formal legal basis. These facts support the view that although the element of explicit agreement from the debtor does not arise at the auction stage, there is a legal basis and an initial clause in the credit agreement that gives implicit consent to the execution in the event of default.

The enactment of Article 6 of the Law establishes the principle of lex specialis in relation to the general provisions of Article 1320 of the Civil Code. The creditor's right to sell the goods used as collateral through auction is direct and absolute after the debtor neglects to fulfill his obligations. Thus, the debtor's objection to the sale cannot abolish the creditor's authority based on the credit agreement, which is strengthened by the additional executory rights of the Mortgage Rights certificate (Langit & Setyorini, 2022). The Civil Code still applies as a lex generalis, but is set aside by the applicability of the lex specialis, which provides legal certainty to creditors. This clarity is also intended to prevent a legal vacuum in the settlement of non-performing loans.

Therefore, although in practice the debtor never expressly states an explicit agreement to sell the goods at the time of execution, the execution auction mechanism remains legally valid. The agreement that was given at the beginning of the credit agreement and the registration of the mortgage right is considered the basis for the transfer of rights in the event of default. Article 1320 of the Civil Code is only a general reference, while the execution mechanism is regulated more strictly by the Law and its implementing regulations. This emphasizes the principle that lex specialis derogat legi generali, so that the specific law regarding mortgage rights sets aside the general rules in civil law. Thus, buying and selling through execution auctions does not contradict the legal requirements of an agreement, but is rather the form of implementation of the agreement that was agreed upon from the beginning (Nugroho & Badriyah, 2019).

The legal standing of the auction minutes is equivalent to that of a court decision that has permanent legal force. The advocate emphasized that this document is proof of a lawful and final transfer of rights for the auction winner. Administratively, the minutes are the single strong basis for registering a name change at the National Land Agency. The advocate also mentioned that physical possession by the debtor forces the auction winner to take additional legal remedies that incur costs (Interview, April 13, 2026).

According to the Notary, the crucial point of the transfer of rights occurs when the participant is determined to be the highest bidder in the online tender. This provides legal certainty for the winner to immediately process his juridical ownership status. Although the title is administratively transferred, physical handover is often constrained because the debtor still controls the auction object. The notary also explained that in buying and selling, ideally the cash-and-carry principle, which includes the handover of keys, applies. However, in execution auctions, winners often face situations where they buy the object together with its

occupancy problems. The notary is of the opinion that the auction winner has the right to demand accountability from the bank as the auction organizer (Interview, April 7, 2026).

If the debtor refuses to leave of his or her own accord, the auction winner must submit an eviction application to the court. This process begins with the stage of aanmaning, or an official reprimand by the chief justice to the execution respondent. If the reprimand is not heeded within 14 days, a forced effort will be made with the assistance of the police. A litigation step through a civil lawsuit is the last option to obtain the right of perfect delivery. In an execution auction, the position of the "seller" is not the same as in a regular sale because the debtor does not voluntarily offer his goods. Based on the legal construction, the seller is formally the lender who holds the mortgage or a party who has the right to execute, because it is the one that submits the application for an auction for the repayment of its receivables. However, in practice, the sales process is carried out with the intermediary of the State Assets and Auction Service Office (KPKNL) and class II auction officers. KPKNL is not positioned as a seller, but as an official state facilitator that organizes auctions in accordance with legal provisions (Suarti & Ismail, 2021). Thus, KPKNL is only the organizer that ensures the auction procedure runs lawfully, transparently, and according to the rules. The organizer only acts as an intermediary in the implementation of the auction based on a legal order, not as a party that offers goods with certain guarantees (Hazimy et al., 2022).

The auction organizer is not a business actor, so there is no legal obligation for it to provide guarantees for the condition of the auction object. Therefore, the provisions regarding consumer protection specified in Article 18 of Law Number 8 of 1999 concerning Consumer Protection (UUPK) cannot be enforced directly on the execution auction mechanism. However, if there is an element of intent in concealing important information about the auction object, the buyer can still take legal action based on default or unlawful acts as determined under Articles 1365 and 1366 of the Civil Code.

The results of interviews with auction officials at KPKNL and private bank employees stated that, in practice, many debtors raise objections or resistance to the execution auction plan. However, the existence of such objections does not automatically stop the auction process if it has met the legal requirements, especially when the mortgage rights certificate already has executory power (Bange & Sukirno, 2023). This means that the process of submitting a debtor's objection does not automatically provide legal protection against the cancellation of the execution if the procedure is in accordance with the regulations. KPKNL employees confirmed that even if the debtor refuses or files an opposition, creditors can still apply for an auction and the auction will proceed unless there is a court ruling to postpone the execution. The Law provides room for creditors to execute without court intervention as long as the procedure is fulfilled (Mahmud et al., 2025).

Another legal aspect relates to the seller's legal obligation to guarantee the buyer against hidden defects and to protect the interests of the good-faith buyer, as stipulated in the Civil Code and the UUPK (Ariyanto, Purwadi, & Latifah, 2021). However, in the execution auction, the creditor as the substantive seller is not burdened with this obligation because the release of the goods is not a voluntary act, but a form of collateral execution. The "as is" principle in execution auctions emphasizes that the auction winner receives the object in its physical condition as is, without any guarantee from the organizer (Ulfah, 2022). The "as is" principle emphasizes that risks inherent in the physical goods, such as damage, lack of quality, or non-

conformity with expectations, are borne by the buyer because the goods are released based on their condition at the time the auction takes place. The auction winner has the right to take legal action through the court or litigation aimed at gaining control of the object (Saputri, Sugiharti, & Cahyadini, 2024).

Article 15 of PMK 122/2023 confirms that the seller must inform auction participants about the auction object correctly and as it is. This is intended so that auction participants have the opportunity to see and examine the physical object of the auction before participating in the auction process. The goal is to ensure that the condition of the object to be purchased is in accordance with the information provided by the auction organizer. This inspection includes physical aspects such as land area, building condition, and the ownership or control status of the auction object. Therefore, auction participants need to consider potential obstacles that may arise after winning the auction, especially if the object is still inhabited by long-time residents (Prabamantya & Soegianto, 2025). Participants who have seen and examined the physical object are considered to understand and accept all consequences that may arise after the auction is over. If problems are found after the auction, such as residents who are reluctant to vacate the building, then the responsibility lies entirely with the auction winner.

An interview with one of the auction winners in Bandung revealed disappointment after obtaining an auction object because the condition of the building turned out to require many repairs. The auction winner stated that neither the bank nor KPKNL provided compensation for these conditions, on the grounds that the auction had been announced based on the "as is" principle. KPKNL employees emphasized that this principle is always included in the auction announcement, and that participants are given the opportunity to examine the object beforehand as stipulated in Article 15 of PMK 122/2023. The creditors interviewed also asserted that they have no legal obligation to guarantee the physical quality of the object because the release of the goods is the execution of a guarantee, not a voluntary transaction. A similar affirmation can be found in the auction law literature, which states that the "as is" principle is a characteristic of execution auctions that distinguishes them from ordinary buying and selling. This fact reinforces that the risk relating to the object lies entirely with the buyer, so that the legal protection in execution auctions differs from that in the usual buying and selling mechanism.

Execution of Emption in Lieu of Physical Surrender

Article 1459 of the Civil Code states that the buyer does not acquire ownership of the goods before the goods are handed over. Within the framework of the implementation of the execution auction, after the process is declared valid and the auction minutes are issued, juridically there has been a transfer of rights to the auction winner. However, in practice, the transfer of rights is often not accompanied by a transfer of physical control. In other words, it is not enough to rely only on a copy of the auction minutes as a juridical delivery; it also needs to be followed by a real/physical delivery in accordance with Article 1475 of the Civil Code (Kilapong, Pondaag, & Gosal, 2022). The incompatibility between legal ownership and physical control raises an implementation problem that must be overcome by the auction winner. This is not merely a technical issue, but has an impact on costs, time, and legal certainty for the winning party. Thus, it is important to examine the legal procedures available to facilitate this transfer of rights.

The main obstacle that is often encountered is the objection or refusal of the debtor and/or third-party occupant to voluntarily hand over the object. The results of the interviews show that persuasive efforts often fail, so the auction winner must take formal legal steps. A formal step that is commonly taken is an application for a vacating order to the Head of the local District Court based on the grosse of the auction minutes. This procedure requires significant litigation time and costs, adding to the economic burden on the auction winner. This condition confirms that the "as is" principle complements juridical ownership but does not automatically transfer physical control (Al Hadif, 2024). Therefore, the auction winner faces two burdens at once, namely bearing the "as is" physical condition as well as bearing the cost of the vacating process himself.

Normatively, legal protection covers auction winners who act in good faith to obtain their rights, but the protection mechanism is often reactive—through repressive efforts in court—rather than preventive (Maulana, 2024). Formal legal certainty needs to be complemented by faster and more standardized administrative procedures. Article 6 of the Law and its implementing regulations provide the basis for parate execution, but do not set out the operational steps of the post-auction physical vacating in detail. As a result, the procedural space for vacating relies heavily on judicial practice and the customs of local auction offices (Ramadhanti et al., 2022).

Returning to the essence of a general auction that refers to a sale and purchase contract: among the obligations of the seller is to hand over the goods that have been paid for by the buyer. It is the handover that causes the transfer of ownership rights to an item (Apriyanto, 2023). Delivery (levering) in the Indonesian civil law framework can be found in Article 1458, Article 1459, and Article 1460 of the Civil Code. Levering is the process of handing over goods as a condition for the transfer of ownership rights in buying and selling transactions (Yulia, 2015). Without levering, the transfer of ownership rights in an object does not occur (Hayati, 2016). Its philosophy is based on the principle that property rights are not only conveyed through contracts, but must be marked by a handover.

Delivery in classical civil law generally applies in the case of transfers of movable property or voluntary civil relations. An execution auction is different in nature because it is the exercise of the creditor's executory right over land and building objects that are used as collateral. Therefore, the delivery mechanism in the execution auction cannot be completely equated with ordinary buying and selling. The auction official does not symbolically hand over the land or building to the winner, whether by traditio longa manu, traditio brevi manu, or constitutum possessorium (Huri, 2022), but rather records the auction proceeds in the auction minutes. It is these minutes that replace the symbolic act of the physical designation of objects. That is, even if the auction winner does not receive the physical delivery on the spot, juridically the right to the object has passed to him.

Thus, the basic principle of delivery in an execution auction is administrative, through official state documents, not merely a real act between the seller and the buyer. The results of the interviews show that the auction officials did not physically hand over the land or buildings, as their responsibilities were limited to the auction process and the issuance of authentic documents. Likewise, creditors do not have the authority to physically hand over land or buildings. They are only interested in taking the proceeds of the auction sale for the repayment of the debtors' receivables.

From this description, it can be understood that the delivery of the object of the execution auction is unique because it does not follow the three delivery patterns known in classical civil law. Therefore, the authority to physically hand over the object does not lie with the bank or KPKNL; rather, the mechanism for winning the auction must comply with the law. This aspect confirms that the main focus of execution auctions is legal certainty through authentic documents, not direct control of the object. This is in line with the principle of accountability in auctions (Pratama et al., 2023).

The difference between a juridical and a physical handover in an execution auction is one source of dispute. Auction winners who only hold the auction minutes face risks when they want to realize their ownership rights in the field. The state, through the auction official, only guarantees the formal certainty of the transfer of rights, but does not provide a direct mechanism for physical control. Therefore, the auction winner must use other legal instruments when facing resistance from the debtor. This situation makes the auction minutes a legally powerful instrument, but not always factually effective.

This mechanism also reflects the legal philosophy of execution auctions, which emphasizes administrative certainty rather than real control. The state, through the KPKNL, only acts as the auction organizer and formal registrar of the transfer of rights. Meanwhile, the question of real control is left to the auction winner to resolve through further legal steps (Basuki & Remaja, 2021). The results of an interview with one of the auction officials explained that the winner had to make an effort on his own to gain physical control over the purchased object.

The vacating execution is an additional legal action taken by a successful bidder to acquire real control of the auction object. This mechanism is a formal instrument to ensure the transition from juridical ownership to lawful physical control. Without the vacating execution, the ownership of the auction winner will remain normative and at risk of being disrupted. The legal basis for the vacating execution can be found in Article 200 of the Herziene Inlandsch Reglement (HIR) and Article 218 of the Rechtsreglement Buitengewesten (RBg), which govern the implementation of real vacating. Vacating is a form of real execution because the court orders the party occupying an object to vacate it so that it can be handed over to the rightful party (Fadhilah, 2021). The Supreme Court's jurisprudence also emphasizes that auction minutes have executory power in line with court decisions that have permanent legal force (Supreme Court Decision No. 3210 K/Pdt/1984). Thus, the auction minutes can be the basis for the court to grant the application for the vacating execution. In this way, the auction winner obtains legal guarantees so that his rights are not only formal but can also be enjoyed in real terms.

The process of submitting a vacating execution begins with the auction winner being required to send a written request to the Head of the District Court in the area in which the object is located. After checking the completeness of the request, the court will summon the party that still controls the object to be given a warning, or aanmaning. This warning is a legal instrument to give occupants the opportunity to vacate voluntarily within a specified period. If the warning is not heeded, the court orders the bailiff to carry out the vacating execution.

Based on an interview with the auction winner, who was also the applicant for the vacating execution, after the vacating notice is issued, his party is required to provide a place to move the debtor's belongings and to prepare a vehicle to transport the goods. This shows

that the applicant for the vacating execution incurs additional costs, because all costs arising from the vacating execution are borne by the applicant. Debtors who object or are unwilling to leave the auction object do not incur any costs. In other words, the debtor is facilitated with a vehicle and a place to move his belongings.

Based on observations in the field, the vacating execution was carried out by the court bailiff and witnessed by the police as a form of security. Security forces are needed so that there is no resistance or commotion that hinders the execution. Vacating is carried out by removing the occupants' belongings from the auction object and handing over physical control to the auction winner. The handover of the object is stated in the official minutes of the execution signed by the bailiff. With this handover, the auction winner obtains the certainty of complete control, both juridically and factually.

The philosophical aspect of the vacating execution shows that the law is not limited to formally validating the legitimacy of ownership, but also regulates instruments to ensure legal certainty on the ground. It is not enough for the auction winner to be protected by the auction minutes alone; he also needs the support of the state apparatus so that his ownership can be realized in the form of real control. This process affirms the role of the court as an institution that bridges juridical rights and social reality. Therefore, the vacating execution is seen as a means of uniting the normative aspects of the law with practical implementation. Without this means, ownership would only stop at the formalistic level.

From this description, it can be concluded that the vacating execution is an essential mechanism in the series of execution auctions. The juridical delivery through the auction minutes needs to be followed by the physical delivery through the vacating execution so that the rights of the auction winner are perfect. This effort provides a balance between formal legal certainty and factual legal certainty. Therefore, although the process often requires time, cost, and effort, the vacating execution is an instrument that cannot be separated from the execution auction.

Execution auctions are indeed classified as a form of buying and selling, but the mechanism for the transfer of rights is not completely identical to the provisions outlined in Article 584 of the Civil Code. This article emphasizes that the transfer of property rights occurs through a type of delivery recognized in classical civil law. However, in execution auctions, the handover often does not take place voluntarily. Therefore, levering in an execution auction has its own peculiarities because it is closely related to the executory nature of the mortgage rights certificate and the auction minutes.

CONCLUSION

The conclusion of this study is that the legal certainty of the transfer of ownership (levering) in the auction of the execution of mortgage rights has basically been fulfilled juridically through the auction minutes as an authentic deed that serves as the basis for the transfer of rights. However, this certainty has not been fully realized factually if the debtor or other parties still maintain control of the auction object. This situation causes the physical handover not to occur automatically, so that the levering is not perfectly fulfilled. Thus, the legal certainty provided is normatively strong but not effective in guaranteeing real control over the auction object. The vacating execution is one of the essential legal remedies for perfecting the transfer of ownership rights in buying and selling through execution auctions.

Through the vacating execution mechanism, the auction winner can gain physical control over the object that he or she already owns juridically. Without a vacating execution, ownership rights remain merely formal and have the potential to cause disputes in the field. Therefore, the vacating execution serves as a complement to the levering so that the transfer of ownership can be carried out in its entirety, both legally and factually.

From the conclusions explained above, the researcher proposes a number of recommendations, which are set out below. There is a need for clearer and more detailed regulation of the mechanism for vacating auction objects so that legal certainty is not only administrative but also factual. The court is expected to speed up and simplify the vacating execution process to reduce the time and cost burden on the auction winner. Auction officials and creditors need to increase the transparency of information related to the condition and status of auction objects. Preventive legal protection is needed for auction winners, not only through litigation efforts. It is also necessary to improve legal understanding among the parties and to strengthen synergy between institutions so that the implementation of execution auctions runs more effectively.

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