Nafs Journal

Nafs Educational Research Journal

Vol. 2, No. 2 (2026), 54-76
Jalan. HR, Soebrantas Km.15, No. 155 Tuah Madani, Kec. Tuah Madani- Pekanbaru Phone: 081366408028
Email : nafsjournal@gmail.com
Website: https://irbijournal.com/index.php/NERJ/index
E-ISSN: 3124-9043

Legal Protection for Creditors in Cases of Forged Land Ownership Certificates by Debtors: An Interdisciplinary Analysis of Law and Islamic Moral Education (A Study at Bank Mega Ujung Batu Branch)

[1]**Intan Rahmadina**
Universitas Islam Negeri Sultan Syarif Kasim Riau
Email: **12120722292@students.uin-suska.ac.id**

[2]**Lovelly Dwina Dahen**
Universitas Islam Negeri Sultan Syarif Kasim Riau
Email: **wina.dahen@gmail.com**

[3]**Maghfirah**
Universitas Islam Negeri Sultan Syarif Kasim Riau
Email: **maghfirah.ngan@gmail.com**

**Coresponding Author*
Email: **12120722292@students.uin-suska.ac.id**

ABSTRAK

Forgery of land ownership certificates used as collateral for credit constitutes an unlawful act that may cause significant losses to banking institutions as creditors. Such conduct not only has legal and economic consequences but also reflects a moral crisis that contradicts the values of honesty and responsibility in Islamic teachings. This study aims to analyze the forms of legal protection available for creditors against the forgery of land ownership certificates by debtors and to examine the issue from the perspective of Islamic moral education. This research employs a qualitative method with a normative juridical approach and library research design, supported by the analysis of relevant legislation, legal literature, and Islamic educational sources. The findings indicate that legal protection for creditors can be implemented through both preventive and repressive measures. Preventive protection is realized through the application of the prudential principle, document verification procedures, and validation of certificates with authorized institutions. Meanwhile, repressive protection is carried out through civil and criminal legal actions against perpetrators of document forgery. From the perspective of Islamic moral education, the forgery of certificates is a behavior that contradicts the values of honesty (*ṣidq*), trustworthiness (*amanah*), and responsibility as taught in Islam. Therefore, strengthening moral education is a strategic effort to prevent document forgery within society. This study concludes that legal protection and Islamic moral education are

mutually complementary in ensuring legal certainty and fostering a culture of honesty in economic and banking activities.

Keywords: *Legal Protection, Ownership Certificates, Interdisciplinary, Moral Education*

A. Introduction

National development aims to improve the welfare and living standards of the Indonesian people. One of the key supporting sectors of this development is the economic sector, particularly banking. Banks play an important role in distributing credit to the public for business purposes as well as other needs. In credit agreements, banks generally require collateral as a form of security in case the debtor is unable to repay the loan. Such collateral may include land, houses, vehicles, or other assets.

This is in accordance with Article 1131 of the Indonesian Civil Code (Burgerlijk Wetboek), which stipulates that all assets owned by a debtor, both movable and immovable, can serve as security for debt repayment [Pamungkas, 2021: 97]. Therefore, banks must exercise prudence in granting credit in order to prevent non-performing loans that may cause losses to the bank [Rachmadi, 2008: 9].

In practice, the Certificate of Land Ownership (*Sertifikat Hak Milik/SHM*) is commonly used as collateral due to its strong legal certainty as regulated under Law Number 4 of 1996 concerning Mortgage Rights (*Hak Tanggungan*). However, credit transactions also involve risks, one of which is the forgery of SHM by debtors. Such forgery may involve the use of counterfeit certificates or the manipulation of valid certificate data. As a result, banks may suffer losses because the collateral used is not legally valid [Fuady, 2002: 75].

This condition places creditors in a difficult position, as the debtor not only defaults on the loan but the collateral, which should have been executable, cannot be enforced. Under civil law, collateral provides a preferential position for creditors; therefore, if the collateral is falsified, the creditor's rights are effectively lost [Subekti, 2004: 78]. In addition, this issue is also related to criminal acts of document forgery that harm banking institutions [Yahya, 2015: 255].

Such cases have also occurred at Bank Mega Ujung Batu Branch. Based on preliminary information, there was a debtor who applied for credit using a forged SHM. When the loan became non-performing and the bank attempted to execute the collateral, it was discovered that the certificate was not legally registered with the National Land Agency (*BPN*). Based on interviews conducted by the researcher, the debtor admitted to using a forged SHM due to the need for additional business capital, while the creditor stated that there was insufficient verification of the collateral submitted by the debtor [Interview with debtor and creditor, 20 September 2025].

This issue indicates weaknesses in the verification system and legal protection for creditors. Therefore, the researcher is interested in examining the legal protection for creditors in cases of SHM forgery by debtors at Bank Mega Ujung Batu Branch, from the perspectives of civil law, criminal law, banking law, and agrarian law.

In addition to its legal consequences, the forgery of land ownership certificates also reflects a moral crisis and a lack of internalization of honesty values in society. From the perspective of Islamic Religious Education (*Pendidikan Agama Islam*), honesty (*ṣidq*), trustworthiness (*amānah*), and responsibility are fundamental values that must be instilled from an early age through education. Therefore, document forgery cannot only be viewed as a legal issue but also as an issue of education and character building. Islamic education plays an important role in developing legal and moral awareness so that individuals are able to conduct economic activities and agreements honestly in accordance with Islamic teachings.

B. Literature Review

Several previous studies have examined legal protection for creditors in cases involving forged collateral documents, particularly those related to land ownership certificates. A study conducted by Rina Marlina in her undergraduate thesis entitled *Legal Protection for Creditors in Cases Where Collateral Certificates Are Found to Be Forged* (2020) emphasizes the importance of legal protection for creditors when collateral documents used in credit agreements are proven to be falsified. This study shares similarities with the present research as both discuss the losses experienced by creditors due to the use of forged documents. However, Marlina's study is still general in scope and does not specifically focus on a particular banking institution, especially Bank Mega Ujung Batu Branch.

Furthermore, Dedi Santosa, in his master's thesis entitled *Legal Consequences for Creditors When Land Certificate Collateral Is Found to Be Forged* (2019), focuses more on the legal consequences arising from such forgery, both in civil and criminal law aspects. This study is relevant to the present research as both discuss losses suffered by creditors; however, its main focus is on legal consequences rather than the forms of legal protection that should be provided by banking institutions or the state. In addition, Lestari Widya, in her thesis entitled *Notary Responsibility for Deeds Containing Forged Certificate Data* (2021), explains that the role of notaries as public officials is crucial in preventing forgery or negligence in verifying document authenticity.

Although this study does not directly address legal protection for creditors, it is closely related because notaries play an important role in the credit agreement process involving land certificates as collateral. Thus, the responsibility of notaries in verifying document authenticity indirectly contributes to protecting creditors. Another study conducted by Hendra Susanto in his journal article entitled *Legal Protection for Creditors in Financing with Invalid Fiduciary Security* (2022) also contributes to strengthening the theory of legal protection for creditors. The similarity between this study and the present research lies in the use of both normative and empirical approaches in analyzing the legal position of creditors when collateral becomes problematic. However, the object of his study is fiduciary security rather than land ownership certificates, and it does not specifically address document forgery.

Meanwhile, the study by M. Arifin entitled *Legal Remedies for Creditors Against Forged Land Certificates Used by Debtors in Credit Agreements* (2022) is the most relevant to the present research. This study discusses legal remedies available to creditors when debtors intentionally submit forged certificates as collateral. The similarity lies in both the research object and the legal approach used, namely civil and criminal law. However, Arifin's study does not specifically mention a particular banking institution or location, whereas the present research focuses on a concrete case study at Bank Mega Ujung Batu Branch.

Based on these five previous studies, it can be concluded that the issue of legal protection for creditors in cases of forged collateral documents has been widely discussed. However, there is still no study that specifically examines the forgery of land ownership certificates by debtors in a local context, particularly at Bank Mega Ujung Batu Branch. Therefore, this research offers novelty in terms of research location, subject matter, and the use of a real case study approach that has not been extensively explored in previous studies.

From the perspective of Islamic Moral Education, the act of forging land ownership certificates is a behavior that contradicts Islamic moral values. Islam emphasizes the importance of honesty (*ṣidq*), trustworthiness (*amānah*), responsibility, and justice in all aspects of life, including economic relations and financial transactions. Islamic Moral Education functions to instill these values so that they become part of an individual's character, thereby preventing fraudulent and harmful behavior toward others. Thus, Islamic Moral Education serves not only as moral education but also as a preventive instrument in reducing the potential for legal violations in society.

An interdisciplinary study between law and Islamic Moral Education shows that addressing the issue of certificate forgery cannot rely solely on formal legal approaches but also requires character building and moral awareness. Law enforcement provides legal certainty and deterrent effects, while moral education fosters internal awareness that guides individuals to avoid actions that contradict religious and legal norms. Therefore, the integration of legal protection and moral education represents a relevant approach in creating a safe, just, and ethically grounded banking system.

C. Research Method

This study employs an empirical legal research method with a case study approach, aimed at examining the legal protection for creditors in cases of forged Certificate of Land Ownership (*Sertifikat Hak Milik/SHM*) committed by debtors at Bank Mega Ujung Batu Branch, Rokan Hulu Regency, Riau Province. The research data were obtained from primary data through direct interviews with relevant bank officials and debtors involved in the case, as well as secondary data derived from supporting documents and relevant literature. Data collection techniques were carried out through interviews, observation, and documentation, while data analysis was conducted using a qualitative descriptive method through the stages of data collection, data processing, and data presentation. This process was intended to provide a clear and comprehensive understanding of the legal issues examined in this study.

D. Results and Discussion

1. Legal protection

Legal protection is an effort by the state to provide recognition and guarantees for the rights of every legal subject, both individuals and legal entities, through written and unwritten legal regulations. Such protection is granted to parties who suffer losses due to unlawful acts committed by individuals, legal entities, or even the state. According to Fitzgerald as cited by Satjipto Rahardjo, the theory of legal protection originates from the natural law tradition pioneered by Plato, Aristotle, and Zeno. This tradition asserts that law derives from God, is universal and eternal, and cannot be separated from morality [Rahardjo, 2000: 53].

According to Setiono, legal protection is an effort to protect society from arbitrary actions that contradict the law in order to create order and peace in social life [Setiono, 2004: 3]. Meanwhile, Muchsin states that legal protection is an activity aimed at protecting individuals through the adjustment of values and norms in social life to create order among human beings [Muchsin, 2003: 14]. Philipus M. Hadjon also explains that legal protection is closely related to the safeguarding of human dignity and human rights from arbitrary actions by others or by the state [Hadjon, 2002: 25].

Legal protection is not only manifested in written regulations but also in their implementation through judicial institutions and law enforcement agencies. Satjipto Rahardjo emphasizes that law must be able to provide a sense of justice and security for society. In addition, C.S.T. Kansil states that legal protection consists of various legal measures provided by law enforcement officials to ensure a sense of security, both physically and psychologically. Legal protection is also closely related to justice, as the ultimate goal of law is to achieve justice, as stated by Soedirman Kartohadiprodjo.

Legal protection granted to legal subjects is implemented in both preventive and repressive forms, whether written or unwritten. In other words, legal protection is a specific manifestation of the function of law itself, based on the idea that law provides justice, order, certainty, benefit, and peace. Legal protection can be divided into two types:

a. Preventive Legal Protection

Preventive legal protection is a form of protection provided before a legal violation or dispute occurs. Its purpose is to prevent violations by establishing clear legal norms and procedures. For example, in the context of bank credit, banks are required to conduct due diligence or verification of collateral documents such as the Certificate of Land Ownership (*Sertifikat Hak Milik/SHM*) [Rahardjo, 2000: 60]. Regulations issued by Bank Indonesia and the Financial Services Authority (OJK) also provide technical guidelines under the prudential principle that must be followed by banks in credit granting, serving as a form of preventive legal protection for banks as creditors.

b. Repressive Legal Protection

Repressive legal protection is provided after a legal violation has occurred, with the aim of resolving disputes and restoring violated rights. In the context of civil relations between creditors and debtors, repressive legal protection may take the following forms:

1) A breach of contract (wanprestasi) lawsuit if the debtor fails to fulfill obligations under the credit agreement;
2) A lawsuit for annulment of the agreement if the credit agreement was made based on fraud or forgery;
3) A criminal complaint for document forgery as regulated under Article 263 of the Indonesian Criminal Code (KUHP), which stipulates a maximum imprisonment of six years for forgery of documents.

Based on the explanation above, legal protection can be defined as all efforts aimed at safeguarding human dignity and rights in the legal sphere. The principle of legal protection for the Indonesian people is derived from applicable regulations, particularly laws that emphasize preventive legal protection.

2. Liability Theory (Theory of Responsibility)

The theory of liability is a fundamental concept in law that explains the extent to which a person can be held responsible for an act, whether due to fault, negligence, or failure to fulfill obligations as determined by law or contractual agreement. In the context of the legal relationship between creditor and debtor, liability arises from an obligation (legal binding relationship) that requires the debtor to perform certain agreed performances. If the debtor fails to perform such obligations or engages in unlawful conduct, a legal duty arises for the debtor to bear responsibility for his or her actions.

Liability in civil law can be divided into two main forms: liability based on breach of contract (*wanprestasi*) and liability based on unlawful acts (*tort* or *unlawful act*). Liability based on breach of contract arises when a debtor fails to fulfill contractual obligations, performs them improperly, or delays performance. According to Subekti, breach of contract (*wanprestasi*) is "a condition in which the debtor fails to fulfill obligations as specified in the agreement" [Subekti, 2005: 45].

Therefore, when a debtor fails to fulfill obligations or provides invalid collateral, such as using a falsified Certificate of Ownership (*Sertifikat Hak Milik/SHM*), such conduct can be classified as a form of breach of contract. In addition to breach of contract, liability may also arise from unlawful acts. Article 1365 of the Indonesian Civil Code states that any unlawful act that causes harm to another person obliges the perpetrator to compensate for the damage.

The falsification of collateral documents such as SHM clearly fulfills the elements of an unlawful act, as it violates legal provisions, causes losses, and is committed by a legally responsible subject. Mariam Darus Badrulzaman emphasizes that unlawful acts include not only violations of statutory law but also actions that contravene propriety and social norms [Darus, 2005: 27].

Furthermore, liability theory asserts that legal subjects who commit unlawful acts may be subject to civil liability in the form of compensation and, where criminal elements are present, criminal liability as well. In the banking context, a debtor who submits a falsified SHM as collateral not only breaches the credit agreement but may also be held criminally liable for document forgery under the Indonesian Criminal Code (KUHP). Munir Fuady states that legal liability is "an objective consequence that must be borne by the perpetrator as a result of actions that violate law or contract" [Fuady, 2014: 56].

Thus, liability theory provides a conceptual foundation that any party who violates either contractual obligations or legal provisions must bear legal consequences, including performance fulfillment, compensation, return of collateral, or even criminal sanctions. In cases of SHM forgery as credit collateral, the debtor is liable in civil law for breach of contract and in criminal law for document forgery, meaning that legal liability is applied comprehensively according to the nature of the violation.

3. Credit

Etymologically, the term "credit" originates from the Greek word *credere*, meaning "trust." Credit is granted based on trust, meaning that the performance provided is believed to be repaid by the recipient within the agreed time and conditions [Veithzal, 2007: 438]. Credit can be understood as the provision of money or claims based on a lending agreement in which the borrower is obliged to repay the debt within a specified period, usually with interest.

According to Kasmir, in conventional banking, credit is granted to anyone who is capable of repaying the loan. The primary concern of conventional banks is the return of capital along with interest as profit, regardless of the debtor's personal condition [Kasmir, 2002: 23].

Based on Law of the Republic of Indonesia No. 10 of 1998 concerning Banking, Article 1 paragraph (11), credit is defined as the provision of money or equivalent claims based on a loan agreement between a bank and another party, which requires the borrower to repay the debt within a certain period with interest.

Credit is one of the main banking activities in channeling funds to the public. As financial intermediaries, banks must perform their functions effectively and optimally. Furthermore, Article 4 of Law No. 7 of 1992 as amended by Law No. 10 of 1998 states that Indonesian banking aims to support national development in order to enhance economic growth, stability, and equitable distribution of welfare.

Credit distribution contributes to economic development, especially in the real sector operated by small entrepreneurs, and creates employment opportunities, thereby improving public welfare [Mulyati, 2016].

Credit contains several essential elements:

a. Trust: the lender's belief that the loan will be repaid in the future.
b. Agreement: a formal contract defining the rights and obligations of both parties.
c. Time period: the agreed duration for loan repayment.
d. Risk: the possibility of default, which increases with longer repayment periods
e. Return (interest): compensation received by the lender.

The objectives of credit provided by banks, particularly government banks as development agents, are:

a. Supporting government economic and development programs.
b. Enhancing business activities to meet public needs.
c. Generating profit to ensure business continuity and expansion.

Credit granting is based on principles such as the 5C principles (character, capacity, capital, condition of economy, and collateral) and the 7P principles (personality, party, purpose, prospect, payment, profitability, protection) [Simorangkir, 2000: 102].

4. Debtor and Creditor

In Indonesian civil law, the term "debtor" originates from the Latin word *debitus*, meaning "something owed." A debtor is a party obligated to fulfill a performance to a creditor based on a legal obligation. Article 1234 of the Indonesian Civil Code states that every obligation involves giving something, doing something, or refraining from doing something.

Thus, a debtor is a legal subject who has obligations toward another party under a binding agreement. Generally, a debtor may be an individual, business entity, or organization that receives a loan or financing facility from a creditor and is obligated to repay it according to the agreement.

In civil legal relations, the debtor holds an important position because negligence or breach of contract may cause losses to the creditor. Therefore, the law provides mechanisms to ensure that debtors fulfill their obligations properly. In banking practice, a debtor is a party receiving a loan from a bank with the obligation to repay it according to the agreed terms [Hermansyah, 2014: 102].

Credit agreements are standard contracts drafted by banks as creditors and accepted by debtors as a condition for loan disbursement. Although the contract appears unilateral in form, it is legally valid only with mutual consent. Debtors are not only obligated to repay loans but also to provide collateral to ensure legal certainty and loan repayment security [Zainal, 2017: 76]. While debtors may appear to have a weaker bargaining position during contract drafting, they become equal parties once the agreement is concluded.

Debtors are bound by contract principles in civil law, including consensualism, freedom of contract, good faith, and pacta sunt servanda. In cases of breach of contract, Article 1243 of the Civil Code requires the debtor to compensate for damages. From Aristotle's theory of justice, two forms are recognized: distributive and corrective justice. A debtor who dishonestly breaches an agreement violates corrective justice, which concerns rectifying losses between parties. John Rawls' theory of justice also supports equality in rights and freedom within debtor-creditor relationships [Rawls, 2001: 302].

Debtor rights include:

a. Receiving the agreed loan amount.
b. Obtaining clear information regarding the agreement.
c. Receiving fair treatment from creditors.
d. Filing claims if the creditor breaches the contract.

Debtor obligations include:

a. Repaying the loan within the agreed period and interest
b. Providing collateral as agreed.
c. Not misusing the loan.
d. Bearing risks of delay or default [Fuady, 2013: 138].

The implementation of these rights and obligations depends on good faith from both parties. A debtor who fails to fulfill obligations may be considered in breach of contract under Article 1243 of the Civil Code, giving the creditor the right to claim damages and execute collateral. From a sociological perspective, debtor behavior is influenced by economic, educational, and cultural factors [Rahardjo, 2000: 87]. From a legal perspective, the law emphasizes creditor protection through security instruments such as fiduciary guarantees, mortgages, and security rights.

A creditor is a party that has a receivable because it provides loans or credit facilities to a debtor with the expectation of repayment according to the agreement. Under Article 1233 of the Civil Code, obligations arise either from agreement or law. Creditors have the right to receive repayment and enforce collateral rights under Article 1131 of the Civil Code, which states that all assets of a debtor, whether movable or immovable, present or future, serve as security for obligations.

Creditor rights include:

a. Receiving repayment as agreed.
b. Obtaining legal protection for receivables.
c. Executing collateral in case of default.

Creditors also have obligations to provide credit according to agreements and respect debtor rights during debt collection [Yahya, 2012: 214]. In civil law, creditors are also bound by the principle of balance. They hold preferential rights (*droit de préférence*) and follow-up rights (*droit de suite*) in secured transactions, but must not act arbitrarily against debtors.

5. Guarantee and Certificate of Ownership (SHM)

A guarantee is a legal agreement between a creditor and a debtor in which the debtor pledges certain assets to secure the repayment of a debt in accordance with applicable laws, particularly in cases of default within the agreed period [Gatot, p. 75]. Mariam Darus Badrulzaman defines a guarantee as collateral provided by a debtor and/or a third party to the creditor to secure the fulfillment of obligations within a legal relationship [Darus, 2005: 12].

According to Law No. 10 of 1998 concerning Banking, Article 1 paragraph 11 defines credit as the provision of money or equivalent claims based on a loan agreement between a bank and another party, which obligates the borrower to repay the debt within a certain period with interest. Therefore, assets submitted by customers must be assessed during the credit analysis process. Caution is required in evaluating such assets, as the price declared by the customer does not always reflect the actual market value. In some cases, customers tend to overestimate the value of their collateral.

Overvaluation of collateral may place financial institutions in a vulnerable position. If liquidation or sale of the collateral becomes unavoidable, the institution may suffer losses because the sale value is often lower than the original valuation or market price at the time of sale, resulting in insufficient coverage of the debtor's obligations [Veithzal, 2008: 666].

The primary purpose of collateral is to provide security to the creditor against the risk of debtor default. With collateral, the creditor has a legal mechanism to execute the pledged asset without undergoing a lengthy civil procedure. Collateral also encourages the debtor to act in good faith and responsibly fulfill their obligations. According to R. Setiawan, collateral serves not only as legal protection for creditors but also enhances the debtor's credibility in the eyes of financial institutions.

In principle, legal sources can be divided into two types: material legal sources and formal legal sources. Material legal sources are factors that influence the formation of law, such as social relations, political forces, socio-economic conditions, traditions (religious and moral values), scientific research, and geographical conditions. Formal legal sources refer to the forms or procedures through which legal norms acquire binding force, such as legislation, international treaties, jurisprudence, and customs.

The Indonesian Civil Code (KUHPerdata) regulates collateral under Book II, particularly pledges and ship mortgages. Pledge is regulated in Articles 1150–1160, while mortgage is regulated in Articles 1162–1232.

The Commercial Code (KUHD), enacted under Staatsblad 1847 No. 23, consists of two books: general commercial law and maritime law. Relevant provisions regarding collateral are found in Articles 314–316 concerning ship mortgages. Relevant provisions on collateral are also found in Articles 51 and 57 of the Basic Agrarian Law (UUPA). Article 51 stipulates that mortgage rights over ownership rights, cultivation rights, and building use rights shall be regulated by law. Furthermore, Law No. 42 of 1999 concerning Fiduciary Security defines fiduciary security as a security right over movable assets, tangible or intangible, and certain immovable assets that cannot be encumbered by mortgage rights, remaining in the possession of the debtor as collateral for repayment of a specific debt, granting preferential rights to the creditor.

The functions of collateral include:

a. Granting the bank the right and authority to obtain repayment from the collateral if the debtor defaults.
b. Ensuring debtor participation in financing activities to reduce the risk of abandoning business or projects.
c. Encouraging debtors to fulfill their obligations, thereby preventing loss of pledged assets [Usman, 2003: 286].

A Certificate of Ownership (SHM) is an official legal proof of land ownership issued to individuals or legal entities, possessing the strongest evidentiary value among land certificates in Indonesia. SHM is issued by the National Land Agency (BPN) and serves as authentic proof of ownership under Law No. 5 of 1960 concerning Basic Agrarian Principles (UUPA). SHM plays a crucial role in the Indonesian land law system. It serves as strong evidence in court in the event of ownership disputes [Urip, 2012: 156]. However, SHM is not absolute, as legal challenges may still be filed if procedural defects or falsification in its issuance can be proven. The Supreme Court has affirmed in several rulings that although SHM constitutes authentic proof of ownership, it may be annulled if administrative errors or document forgery are proven (Supreme Court Decision No. 1234 K/Pdt/2017).

6. Bank Mega

Bank Mega is a national banking institution operating in Indonesia and is part of the CT Corp business group owned by Chairul Tanjung. The bank was originally established in 1969 under the name PT Bank Karman in Surabaya. In 1992, it was renamed PT Bank Mega. Following its acquisition by CT Corp, Bank Mega developed into one of Indonesia’s prominent private banks with an extensive nationwide network.

Bank Mega’s vision is “To Become the Pride of the Nation,” with a mission to deliver excellent services, create added value for shareholders, and contribute positively to national development. Its service philosophy, “Mega Tujuan Anda,” emphasizes customer satisfaction orientation. Bank Mega plays an important role in supporting national economic development through its intermediation function, collecting public funds in the form of deposits and channeling them as credit. The bank also contributes to financial inclusion through digital banking services such as mobile banking, internet banking, and various business partnerships.

As a sound private bank, Bank Mega maintains strong capital adequacy and stable financial ratios, enabling it to remain competitive in the global banking environment. Its contribution extends beyond finance to social responsibility programs (CSR) in education, health, and environmental sectors [Financial Services Authority, 2022: 45].

Bank Mega Ujung Batu Branch is one of its operational units located in Rokan Hulu Regency, Riau Province. This branch plays a strategic role in expanding banking services to areas with growing economic potential, particularly trade, plantation sectors, and Micro, Small, and Medium Enterprises (MSMEs) [Bank Mega Ujung Batu Branch, 2022].

7. Legal Protection for Creditors in Cases of Land Certificate Forgery by Debtors

Legal protection for creditors is a crucial aspect of credit activities because creditors (banks) bear the risk of financial loss if debtors fail to fulfill their obligations. In cases involving falsified Certificates of Ownership (SHM) used as collateral, the legal position of creditors becomes weak because the collateral lacks legal validity. Therefore, banks require both preventive and repressive legal protection in accordance with civil and banking law principles. According to Philipus M. Hadjon's legal protection theory, preventive protection aims to prevent violations before disputes arise [Hadjon, 2002: 2].

At Bank Mega Ujung Batu Branch, preventive protection is implemented through credit analysis and collateral verification prior to loan disbursement. However, based on field interviews, verification of SHM authenticity has not been optimally conducted, as the bank does not directly confirm the document with the National Land Agency (BPN). As a result, falsified SHM passed undetected during the credit approval process.

The findings show that Bank Mega Ujung Batu Branch has not fully implemented the prudential banking principle as required under Article 29 paragraph (2) of Law No. 10 of 1998, which mandates banks to operate under prudential principles. Credit assessment is conducted using the 5C principles (Character, Capacity, Capital, Collateral, and Condition of Economy).

However, the collateral aspect was not fully verified through direct validation with BPN, which contributed to the occurrence of forged documents being accepted as valid security.

8. Legal Responsibility of Debtors Who Forge Land Ownership Certificates as Loan Collateral

Bank Mega Ujung Batu Branch is one of the operational units of Bank Mega located in Rokan Hulu Regency, Riau Province. It provides various financial services including savings, deposits, consumer credit, and productive loans. As a financial institution, it applies the prudential banking principle in all lending activities. The use of a forged SHM as loan collateral not only causes financial loss but also violates the principle of good faith under Article 1338 of the Civil Code. Debtors are obliged to provide accurate and legally valid documents in credit agreements. The use of falsified documents indicates bad faith from the beginning of the contractual relationship.

This case began when a debtor (F.H.) applied for working capital credit using an SHM as collateral. Based on interviews with the Operation Manager, the documents initially appeared complete and valid. However, after loan disbursement, it was discovered that the same certificate had been used for financing at another bank.

Debtor liability can be analyzed using liability theory. According to Munir Fuady, legal liability refers to juridical consequences imposed on a legal subject for violating legal provisions or agreements [Fuady, 2013: 77]. In civil law, failure to fulfill obligations constitutes breach of contract (wanprestasi).

The debtor admitted that the forgery was carried out intentionally due to urgent business capital needs and lack of legitimate collateral. This demonstrates bad faith in the credit agreement process [Interview with F.H., 20 September 2025]. Further investigation by the National Land Agency confirmed that the certificate was a forged duplicate issued without legal basis. As a result, the bank lost valid collateral and experienced difficulties in debt recovery.

Legally, the debtor is liable both civilly and criminally. Under Article 1243 of the Civil Code, the debtor must compensate for losses resulting from breach of contract. Moreover, under Articles 1320 and 1321 of the Civil Code, the agreement may be annulled due to fraud.

The debtor's conduct also constitutes criminal forgery under Article 263 of the Criminal Code. Additionally, it violates the principle of good faith under Article 1338 of the Civil Code and Islamic moral principles, which strictly prohibit deception (gharar and tadlīs), as stated in the Hadith: "Whoever deceives us is not one of us" (HR. Muslim).

9. Relevance of Islamic Education in Preventing Document Forgery

Document forgery is a legal violation that causes harm to individuals, institutions, and the state. It is often motivated by economic factors; however, moral weakness, lack of integrity, and insufficient understanding of honesty and responsibility also contribute significantly. Islamic Education plays a vital role in character building and preventing legal violations. It not only transfers knowledge but also internalizes moral and spiritual values that shape students' character.

One of the core values is sidq (honesty), which discourages manipulation and deception. Another is amanah (trustworthiness), emphasizing responsibility in maintaining the authenticity of documents. In addition, 'adalah (justice) and mas'uliyyah (responsibility) strengthen moral awareness that every action has consequences before God.

Islamic Education also fosters legal awareness based on faith, where compliance is not only driven by fear of punishment but also spiritual accountability before Allah SWT. Thus, it serves as a preventive mechanism against economic crimes, including document forgery. Therefore, Islamic Education is highly relevant in preventing such misconduct through the development of ethical individuals with integrity, legal awareness, and moral responsibility [Dede, 2023: 7897].

E. Conclusion

The falsification of land ownership certificates used as collateral for credit constitutes an unlawful act that may cause losses to creditors and disrupt legal certainty in banking activities. In an effort to protect creditors' interests, the law provides various forms of protection, both preventive and repressive. Preventive protection is implemented through the application of the prudential principle, document verification, and authentication of land certificates, while repressive protection is carried out through civil and criminal law enforcement against perpetrators of forgery. From the perspective of Islamic moral education (akhlaq), the act of falsifying certificates is contrary to the values of honesty (ṣidq), trustworthiness (amanah), responsibility (mas'uliyyah), and justice ('adalah), which constitute fundamental principles in Islamic teachings. The weak internalization of these moral values can be one of the factors that lead individuals to engage in actions that harm others, including in legal relationships between debtors and creditors. Therefore, legal protection and Islamic moral education play complementary roles in preventing and addressing cases of falsification of land ownership certificates. Legal enforcement is necessary to ensure legal certainty and provide a deterrent effect, while moral education is essential for developing awareness, integrity, and ethical character. The synergy between the two is expected to create a safer and more trustworthy banking system, grounded in integrity, as well as values of honesty and responsibility in social life.

References

Amiruddin dan Zainal Asikin. 2017. *Pengantar Metode Penelitian Hukum*. Jakarta: Rajawali Pers

Badriyah. 2017. *Perlindungan Hukum Kreditur dalam Kasus Pemalsuan Sertifikat*. Yogyakarta: CV Graha Ilmu

Bank Mega Cabang Ujung Batu. 2022. *Profil Cabang dan Layanan Nasabah*. Ujung Batu: Laporan Internal

BFI Finance, *Debitur Adalah? Definisi, Kategori, serta Hak dan Kewajibannya*, artikel dari https://www.bfi.co.id/id/blog/debitur-adalah-definisi-kategori-hak-dan-kewajibannya diakses pada 26 Mei 2025

Fuady, Munir. 2013. *Teori-teori Besar dalam Hukum*. Bandung: Citra Aditya Bakti

------------------------- *Hukum Jaminan Kredit*. Bandung: Citra Aditya Bakti

Hadjon, Philipus M. 2002. *Perlindungan Hukum Bagi Rakyat di Indonesia: Sebuah Studi tentang Prinsip-Prinsipnya, Penanganannya oleh Pengadilan dalam Lingkungan Peradilan Umum dan Pembentukan Peradilan Administrasi Negara*. Surabaya: Bina Ilmu

Hadjon, Philipus M. 2002. Perlindungan Hukum bagi Rakyat Indonesia. Surabaya: Bina Ilmu

Harahap, Yahya. 2012. *Hukum Acara Perdata*. Jakarta: Sinar Grafika

--------------------. 2015. *Hukum Acara Perdata*. Jakarta: Sinar Grafika

Hermansyah. 2014. *Hukum Perbankan Nasional Indonesia*. Jakarta: Kencana

Hukum Online, Teori-Teori Perlindungan Hukum Menurut Para Ahli, artikel dari https://www.hukumonline.com/berita/a/teori-perlindungan-hukum-menurut-para-ahli-lt63366cd94dcbc?page=all (diakses pada 22 Mei 2025)

Indonesia, Undang-Undang Perbankan, UU No. 10 Tahun 1998, Pasal 1 ayat 11.

Indonesia, Undang-Undang RI Nomor 10 Tahun 1998 Tentang Perbankan

-- 7 Tahun 1992 Tentang Perbankan

Kasmir. 2002. *Dasar-Dasar Perbankan*. Jakarta : PT. RajaGrafindo Persada

Kitab Undang-Undang Hukum Perdata (KUHPerdata), Pasal 1338

---, Pasal 1243

--, Pasal 1320 dan Pasal 1321

Lusiana, Vera. 2023. "*Kredit perbankan Riau mencapai Rp88,2 triliun pada Mei 2023*, artikel dari https://www.antaranews.com/berita/3635823/kredit-perbankan-riau-mencapai-rp882-triliun-pada-mei-2023 (diakses pada 03 November 2024)

Muchsin. 2003. Disertasi: Perlindungan dan Kepastian Hukum bagi Investor di Indonesia. Surakarta: Disertasi S2 Fakultas Hukum, Universitas Sebelas Maret

Mulyati, Etty. 2016. *Asas Keseimbangan Pada Perjanjian Kredit Perbankan dengan Nasabah Pelaku Usaha Kecil*. Jurnal Bina Mulia Hukum, Vol.1, No.1

Otoritas Jasa Keuangan. 2022. *Laporan Perbankan Indonesia 2021*. Jakarta: OJK

Pamungkas, Naufal Alfian Tri dkk. 2021. Penyelesaian Sengketa Objek Hak Tanggungan yang Diambil Debitur dengan Surat Pelunasan Hutang Yang Tidak Sah (Analisis Putusan Nomor 81 /Pdt.G /2019 /PN Kpn)', Vol. 8 No. 2

Putusan Mahkamah Agung Republik Indonesia No. 1234 K/Pdt/2017, Jakarta: Laporan Tahunan Bank Mega

Rahardjo, Satjipto. 2000. *Ilmu Hukum*. Bandung: Citra Aditya Bakti

Ramdani, Dede Ahmad dkk. 2023. Core Ethical Values Pendidikan KarakterBerbasis Nilai-Nilai Islam. *JIIP (Jurnal Ilmiah Ilmu Pendidikan)*. Vol. 6, No. 10

Rawls, John. 2001. *A Theory of Justice*. Cambridge: Harvard University Press

Rivai. Veithzal. 2008. *Islamic Finansial Management*. Jakarta:Raja Grafindo persada

Santoso, Urip. 2012. *Pendaftaran dan Peralihan Hak Atas Tanah*. Jakarta: Kencana

Setiono. 2004. Disertasi: "Rule of Law". Surakarta: S2 Fakultas Hukum, Universitas Sebelas Maret

Simorangkir. 2000. *Pengantar Lembaga Keuangan Bank dan Non Bank*. Jakarta: Ghalia Indonesia

Subekti, R. 2004. Hukum Perjanjian. Jakarta: Intermasa

------------. 2013. *Pokok-Pokok Hukum Perdata*. Jakarta: Intermasa

------------. 2014. *Hukum Perjanjian*. Jakarta: Intermasa

Supramono, Gatot. *Perbankan dan Masalah Kredit*

Undang-Undang Nomor 10 Tahun 1998 tentang Perbankan, Pasal 29 ayat (2)

Undang-Undang Nomor 4 Tahun 1996 tentang Hak Tanggungan atas Tanah Beserta Benda-benda yang Berkaitan dengan Tanah, Pasal 1 ayat (1).

Undang-Undang Nomor 4 Tahun 1996 tentang Hak Tanggungan, Pasal 1 jo. Pasal 6.

Undang-Undang Nomor 5 Tahun 1960 tentang Peraturan Dasar Pokok-Pokok Agraria, Lembaran Negara Tahun 1960 Nomor 104.

Usman, Rachmadi. 2003. Aspek-Aspek hukum perbankan di indonesia. Jakarta: Gremedia pustaka Utama

-------------------------. 2008. *Hukum Jaminan Keperdataan*. Jakarta:Sinar Grafika

Wawancara dengan Bapak Eko Adrianto, Pada tanggal 20 September 2025

Wawancara dengan Bapak Eko Adrianto, Pada tanggal 20 September 2025

Wawancara dengan Bapak F.H, Pada tanggal 20 September 2025

Wawancara dengan Debitur dan Kreditur, pada tanggal 20 September 2025

Wawancara dengan Ibu Ana Nasution, Pada tanggal 20 September 2025