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Ratio Decidendi in the Enforcement if Mortgage Rights: Analysis of Surabaya District Court Decision No. 36/PDT.G/2023/PN SBY

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Abstract

This study analyzes the ratio decidendi in Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby and identifies gaps in legal protection in the enforcement of Mortgage Rights. It employs normative juridical legal research using statutory, case, and conceptual approaches. Legal materials are analyzed qualitatively, systematically, and prescriptively through factual reconstruction, identification of the ratio decidendi, assessment based on theories of justice and Mortgage Rights, and mapping of the Judicial Protection Gap. The findings show that the Panel of Judges recognized the validity of the credit agreement and the Mortgage Right but considered that the debtor's payment delay could not be fully attributed to the debtor because of the impact of the COVID-19 pandemic. Restructuring was positioned as a mechanism that should be assessed before the auction continued; consequently, the court postponed enforcement and directed the parties to renegotiate. Although oriented toward substantive justice, the decision does not provide adequate parameters regarding proof of force majeure, the scope of restructuring obligations, the duration of postponement, interest and penalties, maintenance of the collateral, the status of the security right, renewal of auction documents, or the conditions for renewed enforcement. This study proposes a conditional-postponement model that preserves the Mortgage Right while requiring a measurable restructuring process, explicit risk allocation, and clear conditions for ending the postponement. The study contributes by integrating ratio decidendi analysis with the Judicial Protection Gap framework to assess both the quality and enforceability of judicial protection.

Keywords Enforcement Of Mortgage Rights; Ratio Decidendi; Force Majeure; Credit Restructuring; Judicial Protection Gap

INTRODUCTION

Mortgage Rights are designed to provide certainty of repayment through preferential rights, executorial force, and the possibility of selling the collateral when the debtor defaults(Sawlani, 2025). Such certainty, however, encounters more complex social problems when payment failure occurs under extraordinary circumstances that affect the debtor's economic capacity. Enforcement disputes no longer concern only the creditor's right to obtain payment; they also involve protection of the collateral owner, the propriety of exercising enforcement powers, and legal certainty for the auction authority(Zainuddin & Karina, 2023). The tension between the effectiveness of security rights and contractual justice is crucial because enforcement against land may produce consequences that are difficult to reverse once ownership has been transferred to a third party. In this context, judicial reasoning becomes an important instrument for ensuring that executorial rights are not exercised mechanically. An examination of the ratio decidendi is therefore necessary to determine whether a decision consistently connects facts, legal norms, and legal consequences while maintaining a balance among the parties' interests(Hirsanuddin & Sudiarto, 2021). This issue is also important for consistency in judicial practice concerning proprietary security disputes with broad economic consequences.

The circumstances reflected in Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby(Putusan et al., n.d.) reveal a conflict among credit arrears, claims concerning the impact of the COVID-19 pandemic, a request for restructuring, and the planned auction of the Mortgage Right object. The creditor had formal grounds in the form of the agreement, warning letters, and the Mortgage Right certificate, while the debtor argued that the payment delay could not be separated from business disruption caused by the pandemic(Sitompul et al., 2022). If the auction were continued without examining whether the default was attributable to the debtor, the debtor and the collateral owner would face the risk of premature loss of the asset. Conversely, an indefinite and unregulated postponement would create uncertainty for the creditor's recovery and administrative ambiguity for the State Assets and Auction Service Office (KPKNL). This judicial-practice problem requires a solution that goes beyond merely stopping the auction. It calls for a conditional postponement containing a restructuring deadline, data exchange requirements, clarity regarding interest and penalties, the status of the security right, and conditions for renewed enforcement(Dwitari & Zuhir, 2021). Such a design does not shift all risk to one party, but allocates it in a measurable manner. It also provides clearer boundaries of authority for each institution involved.

Previous studies on Mortgage Rights generally discuss creditor protection, debtor protection, the effectiveness of parate execution, auction legality, or procedural issues in the enforcement of security rights emphasize the importance of protecting both parties in parate execution, while demonstrate the need to preserve certainty for creditors in enforcement(Suwarjono et al., 2023). examine parate execution under positive law discuss the validity of auction minutes in Mortgage Right enforcement. These studies provide an important normative foundation, but they do not specifically reconstruct the legal reasons that actually determined the operative order in Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby while simultaneously testing the enforceability of protection after judgment. The novelty of this study lies in three analytical layers: reconstructing the fact-norm-ratio decidendi relationship, testing the consistency of auction postponement with the legal structure of Mortgage Rights, and mapping the Judicial Protection Gap across argumentative, procedural, operational, distributive, and institutional dimensions(Veronica, 2022). This approach shifts the focus from merely identifying who prevailed to assessing the quality and effectiveness of judicial protection.

This research is important because the quality of a judgment cannot be measured solely by its orientation toward substantive justice; it must also be assessed through the precision of its reasoning and the enforceability of its operative order(Dwitari & Zuhir, 2021). A decision that protects a debtor from premature enforcement may still generate uncertainty if it fails to explain the duration of the postponement, the status of the Mortgage Right during that period, the data that must be exchanged, and the point at which the creditor may reapply for an auction. In security law, such ambiguity may undermine the certainty that constitutes a principal rationale for Mortgage Rights(Salim et al., 2024). At the same time, an approach that emphasizes the executorial title without examining the concrete circumstances may disregard good faith, proportionality, and the causal relationship underlying force majeure. Ratio decidendi analysis is therefore required to evaluate the quality of judicial reasoning, while the Judicial Protection Gap concept is used to assess the distance between the protection intended by the judgment and the protection that can actually be operationalized by the debtor, creditor, collateral owner, court, and KPKNL. Accordingly, this study has both doctrinal and practical relevance for developing standards governing judgments on the enforcement of security rights(Permatasari, 2021).

On the basis of these issues, the study addresses two principal questions. First, how was the Panel of Judges' ratio decidendi in Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby constructed when assessing the validity of the credit agreement and Mortgage Right, payment delay, COVID-19 force majeure, credit restructuring, and the legal requirements for auction enforcement? Second, what forms of legal protection gap arise from the court's reasoning and operative order for the debtor, creditor, owner of the collateral, and KPKNL? To answer these questions, the study does not merely identify the legal norms applied by the judges. It distinguishes the reasons necessary to support the operative order from supplementary observations and then assesses the consistency among legal premises, facts held to be established, and the consequences imposed. The ultimate objective is to formulate a protection model that continues to respect the creditor's preferential right and executorial title while allowing judicial correction when the substantive conditions for enforcement have not been adequately established(Sapitri, 2026). This formulation also evaluates whether the protection granted is balanced, certain, and enforceable.

The argument advanced in this study is that the substantive-justice orientation of Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby is defensible insofar as the auction postponement is understood as a temporal and conditional restriction on the exercise of the Mortgage Right, rather than as extinguishment of the debt or security(Ismoyo et al., 2025). The pandemic does not automatically eliminate default; what must be examined is the causal relationship among the extraordinary circumstances, business disruption, and the debtor's capacity to pay. Restructuring should likewise be understood as a procedural obligation to conduct an objective and good-faith assessment, rather than as an obligation of result compelling the bank to accept a particular scheme. Balanced protection therefore requires a more operational operative order: the postponement must have a deadline, the Mortgage Right must remain in force, the treatment of interest and penalties must be specified, and the conditions for renewed enforcement must be formulated(Firdaus et al., 2025). This normative proposition is tested through reconstruction of the ratio decidendi and mapping of the Judicial Protection Gap to determine whether the substantive correction made by the judgment is accompanied by an adequate implementation design. Thus, the study evaluates not only the correctness of the outcome but also the quality of the reasoning path leading to that outcome(M Yahya Harahap, 2023).

METHOD

This study employs normative juridical legal research with a descriptive-analytical and prescriptive design(Nurhayati et al., 2021). The unit of analysis, or material object, is Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby, particularly the structure of the judicial reasoning concerning the validity of the credit relationship, the legal status of the Mortgage Right, default, force majeure, restructuring, parate execution, and auction postponement. The study uses statutory, case, and conceptual approaches(Zainuddin & Karina, 2023). Primary legal materials consist of the Indonesian Civil Code, Law No. 4 of 1996 on Mortgage Rights, Law No. 48 of 2009 on Judicial Power, Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby, relevant Financial Services Authority regulations on credit restructuring during the pandemic, and Minister of Finance regulations governing auctions that were applicable when the relevant legal events occurred. Secondary legal materials include books, journal articles, legal doctrines, and prior studies concerning ratio decidendi, security law, force majeure, restructuring, auctions, and legal protection; tertiary materials are used to clarify terminology(Masidin, 2023). Because the study is normative, it does not employ interviews or field observations(Setiadi, 2020). Accordingly, 'Evidence A' and 'Evidence B' in the presentation of findings are operationalized as evidence derived from analysis of the judgment and normative observation of the relationship among the operative order, applicable norms, and enforceability. This framework is chosen to remain consistent with the character of the source thesis and to avoid fabricating empirical data that were never collected in the original research(Sumarna & Kadriah, 2023).

Legal materials were collected through library research involving three principal activities: inventory, classification, and tracing the relevance of each material to the research questions(Zainuddin & Karina, 2023). The analysis was conducted qualitatively, juridically, systematically, and prescriptively in eight stages. First, all primary and secondary legal materials were inventoried. Second, the legal facts were classified according to the chronology of the credit relationship, the parties involved, the collateral object, payment delay, notices of default, restructuring requests, auction stages, claims, and the operative order. Third, the legal issues were formulated operationally, particularly those concerning the validity of the contract and security, attribution of default, the causal relationship with the pandemic, the legal position of restructuring, and enforcement requirements(Maeda & Hamzani, 2023). Fourth, relevant norms were interpreted grammatically, systematically, and teleologically. Fifth, the ratio decidendi was identified by separating the reasons logically necessary to support the operative order from supplementary observations. Sixth, the ratio was tested against theories of justice and Mortgage Rights, including the principles of accessory character, droit de préférence, droit de suite, specificity, publicity, and the executorial title. Seventh, deficiencies in legal protection were mapped into five Judicial Protection Gap categories: argumentative, procedural, operational, distributive, and institutional(Sulastri, 2025). Eighth, conclusions were drawn deductively and synthesized into prescriptive recommendations applicable to judges, creditors, debtors, collateral owners, and KPKNL. To preserve the traceability of the reasoning, each finding was linked back to the relevant portion of the judgment, the legal norm serving as its premise, and the practical consequences of the operative order, thereby preventing the evaluation from remaining at an abstract level(Solikin, 2021).

RESULTS AND DISCUSSION

Reconstruction of the Ratio Decidendi from Analysis of the Judgment

Evidence A shows that the Panel of Judges constructed its ratio decidendi progressively rather than through a single reason. The court first recognized that the credit agreement, acknowledgment of debt, and creation of the Mortgage Right remained valid and binding. This recognition preserved the creditor's position as the holder of the security right and confirmed that the principal debt had not been extinguished. The Panel then distinguished the factual existence of payment delay from the legal conclusion that the default was attributable to the debtor. The COVID-19 pandemic was considered to have affected the debtor's capacity to pay, so the delay was not viewed merely as negligence. At the next stage, restructuring policy was positioned as a mechanism that should be assessed before the executorial right was fully exercised. This sequence culminated in postponement of the auction and an order directing renegotiation. The central pattern of the judgment was therefore to preserve the legal effectiveness of the credit relationship and security while suspending enforcement because the substantive condition of attributable default was considered insufficiently established to justify sale of the collateral. This structure also explains why the operative order postponed rather than annulled the enforcement.

The visualization of Evidence A in Table 1 identifies five interrelated nodes in the court's reasoning: validity of the legal relationship, the fact of payment delay, characterization of force majeure, relevance of restructuring, and the consequence for enforcement. The validity of the contract and Mortgage Right serves as the foundational premise that the debtor's obligation and the creditor's preferential position remain in existence. Delay and notices of default constitute the initial facts supporting the creditor's claim. Those facts are then qualified by the court's assessment of the pandemic's impact on the debtor's capacity to pay. This qualification reduces the degree to which fault can be attributed to the debtor, leading the court to regard restructuring as more appropriate than an immediate auction. The ultimate consequence is not cancellation of the security, but postponement of the exercise of the executorial right. The table also demonstrates that restructuring is not a source of a new substantive right for the debtor; rather, it is a consideration supporting the remedial choice of renegotiation. The most important link lies between force majeure and the substantive condition for enforcement, because without that relationship the legal basis for withholding the auction would be considerably weaker. Accordingly, the table functions as a map of the causal-juridical relationships among the court's considerations.

Table 1. Matrix of the Ratio Decidendi Sequence in Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby

Key issue	Finding from the judgment	Legal meaning	Implication for enforcement
Validity of the legal relationship	The credit agreement and creation of the Mortgage Right were held valid; the collateral owner has a direct legal interest in the object.	The principal debt and the creditor's proprietary security right remain in force; the collateral owner remains entitled to a fair process.	Enforcement is not automatically invalid, but its exercise remains subject to substantive and procedural requirements.
Payment delay and default	Arrears and warning letters existed, but the Panel	Notice of default supports formal default, but attribution of fault	The enforcement right cannot rest on arrears alone

	distinguished factual delay from legally attributable fault.	must still be examined.	where the cause of delay has not been adequately assessed.
Force majeure / hardship	The pandemic was treated as an extraordinary circumstance affecting payment capacity and as temporary in nature.	Extraordinary circumstances may reduce liability arising from delay, but do not automatically extinguish the debt.	Postponement may be justified if an individualized causal relationship is proven; the evidentiary analysis must be more detailed.
Credit restructuring	Stimulus policy was considered relevant and the court directed renegotiation.	Restructuring is better understood as an obligation to conduct an objective assessment process, rather than an automatic right to a particular outcome.	Renegotiation serves as a remedial step between arrears and enforcement without displacing the bank's prudential principle.
Parate execution and auction	The auction was postponed because the substantive condition of default was considered insufficiently established and alternative settlement had not been properly pursued.	The executorial title and Mortgage Right remain in force; only their exercise is temporarily restricted.	Enforcement may be sought again once the requirements are met, using updated documents, claim calculations, and valuation.

Source: processed from Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby and the author's analysis.

In simplified terms, Evidence A may be restated as follows: the bank continues to hold a valid receivable and Mortgage Right, but the existence of those rights does not mean that enforcement may proceed without examining the circumstances that caused the payment delay(Kasiani & Susetiyo, 2024). The Panel acknowledged that arrears existed and that warning letters had been issued. Nevertheless, the judgment regarded the pandemic as an external factor affecting the debtor's capacity to pay. Because the delay was not viewed entirely as fault attributable to the debtor, the court postponed the auction and encouraged renegotiation. The position of the collateral owner was also taken into account because the object to be auctioned was an asset owned by a party with a direct legal interest in the enforcement process. The result demonstrates that the judgment did not extinguish the agreement, debt, or security; it restricted the timing and manner in which the executorial right could be exercised. In other words, the protection granted was corrective in relation to enforcement rather than eliminative of the creditor's proprietary security right. This distinction is important for maintaining consistency between justice and legal certainty(Ramadhanti et al., 2022).

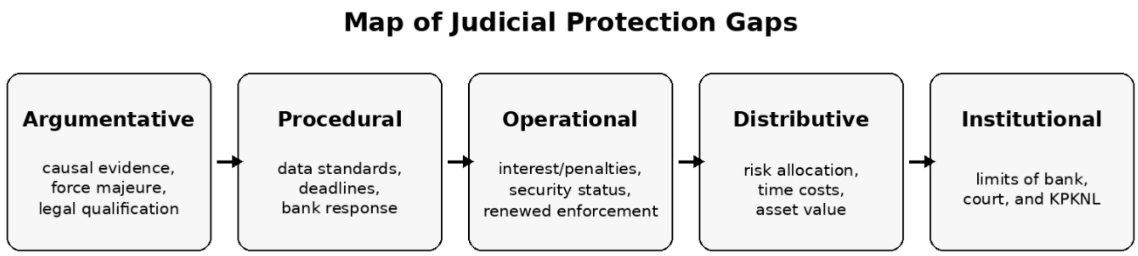
The pattern emerging from Evidence A is a shift from a formal approach to a conditional one. At the first layer, the formal facts support the creditor: the contract is valid, the security is registered, payments are overdue, and notices of default have been issued. At the second layer, the Panel introduced the external circumstance of the pandemic to assess whether the delay could be fully attributed to the debtor as fault. At the third layer, restructuring was used to construct an alternative to sale of the collateral. This pattern shows that the executorial title was treated as a strong but conditional right. At the same time, there is an imbalance in the level of analytical detail: the formal aspects of the contract are explained with relative clarity, whereas the causal relationship between the pandemic and the decline in payment capacity is not elaborated with an equally detailed evidentiary standard. This pattern has an important consequence: the greater the judicial correction of the executorial right, the greater the need to specify the evidence, period of impediment, and legal effects so that the judgment remains predictable. The finding therefore demonstrates the need for a graduated and transparent standard of proof.

The interpretation of Evidence A indicates that the Panel sought to prevent a disproportionate consequence: transfer of the collateral through auction while the cause of the payment delay remained disputed and credit-adjustment options had not been adequately assessed. This approach may be understood as an application of substantive justice and good faith. Its analytical strength, however, depends on distinguishing force majeure, hardship, and ordinary financial difficulty. Because the performance at issue consisted of payment of money, the classification of the pandemic as a national disaster did not automatically establish impossibility of payment. The debtor still needed to demonstrate an individualized causal relationship through declining revenue, cash flow, restrictions on business activity, communications with the bank, and mitigation efforts. The ratio of the judgment is therefore best understood not as a doctrine that the pandemic extinguishes default, but as a proposition that extraordinary circumstances may reduce the attribution of fault and postpone executorial consequences for a defined period. This interpretation preserves a balance between debtor protection and the continuity of the creditor's rights. It also prevents force majeure from being generalized to all troubled loans during the pandemic.

Normative Observation of the Enforceability of the Judgment

Evidence B is derived from normative observation of the enforceability of the reasoning and operative order after the auction was postponed. The analysis shows that the judicial protection provided was not fully translated into action parameters for the parties. The judgment directly protected the debtor and collateral owner by stopping the sale process, yet it did not specify the duration of the postponement, the limits of the renegotiation process, the treatment of interest and penalties, duties to maintain the collateral, the status of existing auction documents, or the events that would permit the creditor to seek renewed enforcement. These omissions give rise to five forms of Judicial Protection Gap: argumentative, procedural, operational, distributive, and institutional. The argumentative gap concerns proof of force majeure and qualification of default; the procedural gap concerns restructuring standards; the operational gap concerns post-judgment mechanisms; the distributive gap concerns the allocation of risk during postponement; and the institutional gap concerns the boundaries of authority among the bank, the court, and KPKNL. This pattern shows that a just outcome is not necessarily equivalent to complete legal protection. The five gaps form a chain of weaknesses that reinforce one another.

Figure 1 visualizes the Judicial Protection Gap as an interconnected sequence extending from the argumentative stage to the institutional stage. The argumentative gap lies upstream because the quality of the legal qualification of force majeure and default determines the justification for postponing the auction. The procedural gap arises when the renegotiation order is not accompanied by rules governing data exchange, deadlines, standards for the bank's response, and mechanisms for failed negotiations. The operational gap appears at the implementation stage because the judgment does not regulate interest, penalties, maintenance of the collateral, updated valuation, or conditions for renewed enforcement. The distributive gap shows that the postponement directly protects the debtor and collateral owner, while the costs of time, deterioration in value, and uncertainty of recovery remain predominantly with the creditor. Finally, the institutional gap arises because KPKNL is authorized to examine formal legality and should not be required to determine substantive disputes concerning force majeure or default(Purwaningsih, 2026) . The visualization confirms that the principal weakness of the judgment lies not in the objective of protection itself but in the incomplete chain of implementation. Thus, each gap at an earlier stage can amplify uncertainty at the subsequent stage.



Source: developed by the author based on the categories of normative findings.

Figure 1.

Conceptual Map of the Judicial Protection Gap in the Implementation of the Judgment

Restating Evidence B clarifies that the post-judgment problem lies in the absence of a 'bridge' between auction postponement and final resolution(Sumarna & Kadriah, 2023). The debtor receives an opportunity to negotiate, but there is no definite time limit within which that opportunity must be used. The creditor continues to hold the Mortgage Right, but the judgment does not explain when the enforcement right may be reactivated. The collateral owner is protected from immediate sale, yet remains exposed to maintenance costs, taxes, and changes in asset value during the postponement. KPKNL is ordered not to continue the auction but will require new documents and a new administrative basis if an application is submitted again. The judgment therefore provides effective temporary relief by stopping the immediate action but does not establish a complete procedural route toward successful restructuring, voluntary sale, private sale, or renewed enforcement. The normative data show that effective legal protection must encompass not only the right to halt enforcement but also certainty about the next procedural step. Without such a bridge, temporary protection may evolve into repeated disputes.

The pattern described in Evidence B shows a concentration of protection at the corrective stage, while the post-judgment stage remains comparatively under-structured. The Panel was sufficiently clear in correcting the risk of a premature auction but did not allocate responsibilities during the postponement period. There is no minimum-payment standard, no explicit rule on whether interest continues to accrue or penalties are suspended, and no specific obligation to preserve the value of the collateral. The judgment also does not distinguish the bank's obligation to assess a restructuring request from an obligation to accept a particular result. This ambiguity may generate further conflict because each party can interpret the scope of renegotiation differently. Administratively, old auction documents cannot automatically be assumed to remain relevant if enforcement occurs much later, because the reserve price, amount of the claim, land-status certificate, and auction announcements may require updating. The pattern therefore demonstrates that substantive protection must be accompanied by an equivalent procedural and remedial design. The principal problem lies in implementation design rather than solely in the wording of the operative order.

The interpretation of Evidence B leads to a conditional-postponement model as a more balanced form of protection. The first stage should establish a deadline for exchanging financial data and assessing restructuring. The second stage should govern negotiations on settlement options, including rescheduling, reconditioning, restructuring, or a private sale where feasible and agreed. The third stage should evaluate the outcome: if an agreement is reached and performed, enforcement does not continue; if negotiations fail because of non-cooperation or a new default occurs, the creditor may reapply for an auction using updated calculations and documents. This model is important because it preserves the status of the Mortgage Right, the preferential right, and droit de suite without allowing premature enforcement. Under this framework, the court sets procedural boundaries and standards of good faith, the bank performs risk assessment, the debtor provides data and realistic proposals, and KPKNL remains within its function of formal verification. In this way, the protection gap can be reduced without displacing institutional authority. The model transforms postponement into a transitional instrument toward a measurable resolution.

Comparisons, Causal Arguments, and Contributions

Comparison of Evidence A with previous studies reveals both continuity and analytical expansion. characterize parate execution as a mechanism that must protect both creditors and debtors, emphasize the importance of certainty for creditors holding Mortgage Rights. The present findings are consistent with both studies in recognizing that enforcement rights have a strong legal basis, but add that this strength must be tested against the substantive condition of default and the attribution of fault. Compared with who discuss parate execution within the framework of positive law, this analysis shows how the relevant norms operate when confronted with force majeure and restructuring policy. From the perspective of justice theory, the judgment reflects a correction of the risk of disproportionate consequences; from the perspective of Mortgage Right doctrine, that correction is valid only if it is temporal and does not extinguish the accessory character, droit de préférence, droit de suite, specificity, publicity, or executorial title. Evidence A therefore extends the discussion from the validity of the right to the quality of the reasons governing its exercise. The finding is also consistent with Mulyati and Dwiputri (2018) regarding the importance of the prudential principle, because judicial correction should not eliminate the bank's need to assess risk. Prudence operates in both directions: it prevents hasty enforcement while also preventing restructuring that is not grounded in feasibility.

For Evidence B, the finding on the Judicial Protection Gap deepens earlier scholarship that tends to frame legal protection mainly as a question of whether a right exists. emphasizes the relationship between justice and certainty in auction enforcement, while demonstrate the importance of legality in the auction process. This study shows that the protection issue does not end when a court successfully stops an auction; protection must also possess an implementation design capable of being executed. The absence of renegotiation deadlines, parameters for the bank's response, rules on interest and penalties, updated auction documents, and conditions for renewed enforcement shows that a substantively protective order may still produce administrative and remedial uncertainty. This finding is consistent with legal protection theory, which requires an effective remedial mechanism, but develops it further through five categories of gap. In this way, Evidence B treats enforceability as an integral component of legal protection rather than merely a technical issue arising after judgment. Legal certainty under this framework means not only certainty that a Mortgage Right can be enforced, but also certainty concerning the procedure when enforcement is postponed by a court decision. This perspective expands repressive legal protection into a remedial design that all parties can predict.

The causal argument in Evidence A explains that the auction was postponed because of a sequence of interrelated causes. The contract and Mortgage Right remained valid, so the existence of the creditor's right was not the central issue. The problem arose when arrears, formally supported by notices of default, coincided with pandemic circumstances that the Panel considered to have affected payment capacity. Once that causal relationship was accepted, the delay was no longer treated as contractual fault fully attributable to the debtor. Consequently, the substantive condition for exercising parate execution was regarded as incomplete. Restructuring policy then provided a more proportionate alternative mechanism than sale of the collateral. The renegotiation order was therefore not the primary cause of the postponement but a remedial consequence of the conclusion that enforcement was not yet proper. This causal sequence also exposes the judgment's weakness: the more central force majeure becomes as the basis for correction, the greater the need to prove individualized impact, the period of impediment, and the direct relationship between business disruption and inability to pay. Causal proof is therefore not supplementary; it determines whether correction of the executorial right has doctrinal legitimacy. Without such proof, protective reasoning may shift from assessment of the concrete case to a generalization applicable to all delays during the pandemic.

The causal argument in Evidence B begins with an imbalance between the depth of substantive correction and the precision of implementation design. The Panel focused on preventing a transfer of the collateral that could be difficult to reverse, directing most of its reasoning toward stopping the auction and opening space for renegotiation. As a result, the post-judgment consequences were not formulated with the same degree of detail. When deadlines, allocation of burdens, the status of interest, maintenance obligations, and conditions for renewed enforcement are left unspecified, each party brings its own interests and interpretation into the implementation stage. The debtor may regard the postponement as providing an extensive period, the creditor may view its right as delayed only briefly, while KPKNL requires a clear formal basis for action. The institutional structure amplifies the gap because KPKNL lacks authority to determine substantive disputes. Accordingly, the Judicial Protection Gap does not arise from the absence of protection, but from protection that has not yet been translated into verifiable parameters, a sequence of actions, risk allocation, and an endpoint. The gap can be reduced if the operative order establishes from the outset a mechanism for failed negotiations. Such parameters transform renegotiation from an abstract recommendation into a legal process with deadlines, documentation duties, and consequences when a party fails to cooperate.

The contribution of this study to private law and security law lies in integrating ratio decidendi analysis with the Judicial Protection Gap framework. Conceptually, the study shows that evaluation of judgments concerning Mortgage Right enforcement should proceed through three layers: validity of the right, justification for exercising the right in the concrete facts, and enforceability of the remedy after judgment. Methodologically, it offers a way to distinguish reasons that determine the operative order from supplementary observations by reconstructing normative premises, factual premises, and legal consequences. Doctrinally, the study confirms that force majeure in monetary obligations must be tested causally and temporally, whereas restructuring is more appropriately understood as a good-faith procedural obligation rather than an automatic right to a particular outcome. Practically, the conditional-postponement model provides operational standards that may be used in drafting operative orders: deadlines, data exchange, status of the security, interest and penalties, alternative sale mechanisms, and conditions for renewed enforcement. This contribution connects substantive justice with legal certainty and enforceability. At the level of theoretical development, the framework confirms that judicial protection should be assessed as a complete cycle extending from reasoning and procedure to remedy and institutional implementation. The quality of a judgment can therefore be tested not only by the justice of its outcome, but also by its capacity to reduce subsequent disputes.

CONCLUSION

This study finds that the ratio decidendi in Surabaya District Court Decision No. 36/Pdt.G/2023/PN Sby was constructed through recognition of the validity of the credit agreement and Mortgage Right, the existence of payment delay, the assessment that the COVID-19 pandemic affected the attribution of default, the relevance of restructuring, and the conclusion that the auction should be postponed to create space for renegotiation. The central lesson is that substantive justice in security disputes cannot be separated from evidentiary precision and implementation design. Postponement may be justified as a temporal restriction on the exercise of the Mortgage Right, but it must not be interpreted as extinguishing the debt, preferential right, droit de suite, or executorial title(Salim et al., 2024). Academically, the study strengthens judgment analysis through the integration of ratio decidendi and the Judicial Protection Gap, allowing legal protection to be evaluated through the quality of reasoning, procedural standards, risk allocation, enforceability of remedies, and clarity of institutional authority. The findings also support a conditional-postponement model establishing restructuring deadlines, data exchange obligations, treatment of interest and penalties, maintenance of collateral, alternative settlement mechanisms, and conditions for renewed enforcement(Veronica, 2022). The study is limited by its reliance on a single judgment and its entirely normative character; it therefore does not measure the empirical experiences of debtors, creditors, judges, or KPKNL in implementing the operative order. Nor does it examine developments in the parties' relationship after the decision acquired legal force or compare the consistency of the ratio decidendi with similar judgments from other courts. Future research should employ multi-decision studies, longitudinal analysis of judgment implementation, and, where relevant, empirical approaches involving interviews with the actors concerned. Such development is necessary to test whether the identified Judicial Protection Gap categories are case-specific or reflect a broader pattern in the practice of Mortgage Right enforcement in Indonesia. Further research may also examine the relationship among restructuring policy, banking prudential principles, and judicial authority to formulate procedural duties, thereby defining more precisely the limits of judicial correction of banks' commercial decisions(Arba et al., 2021). Such comparison is important for developing operative-order standards that are uniform, proportionate, and readily enforceable.

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