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The disparity of legal certainty in fiduciary guarantee execution following the Constitutional Court Decision Number 18/PUU-XVII/2019 based on a comparative study with Mortgage

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ABSTRACT

In rem security institutions are fundamentally established as mechanisms to safeguard investments by providing an Executorial Title to ensure the certainty of debt recovery. However, this landscape has undergone a paradigm shift following the Constitutional Court Decision Number 18/PUU-XVII/2019, which degrades creditors' rights and generates legal dualism between Fiduciary Guarantees and Mortgage Rights. Utilizing a normative legal research method with statutory and conceptual approaches, this article demonstrates that the Constitutional Court decision explicitly weakens fiduciary creditors tied to the doctrine of *constitutum possessorium* by transforming an independent *parate* execution process that once represented summary justice into a conditional execution mechanism that requires a written consensus on default and the voluntary surrender of the asset by the debtor. This alteration creates a strategic loophole for bad faith debtors, downgrades the status of the fiduciary certificate to a mere piece of ordinary civil evidence, and forces creditors into a prolonged and costly district court bureaucracy while exposing them to heightened moral hazards, such as the concealment or transfer of movable collateral. Furthermore, the comparative normative analysis identifies a sharp disparity that violates the principle of equality before the law and Aristotelian distributive justice, as fiduciary execution is paralyzed by procedural barriers while the Mortgage Law maintains its absolute and direct executorial title without judicial intervention. This imbalance completely disregards the economic characteristics of the collateral, in which movable fiduciary assets undergo rapid annual value depreciation compared to stable or appreciating mortgage objects, such as land and buildings. This means that execution delays caused by litigation cycles risk rendering the creditor's legal protection financially hollow.

Keywords: fiduciary guarantees; mortgage rights; executorial title degradation; legal dualism; *parate* execution disparity

1. INTRODUCTION

The dynamic trajectory of a nation's economic development, particularly within the multifaceted activities of market participants, necessitates a constant and evolving capital supply through credit schemes. In contemporary financial practice, the provision of any loan or credit facility is invariably accompanied by the requirement for collateral, which functions as a vital risk-mitigation instrument for the fund provider (Soegianto & Junaidi, 2019). This phenomenon underscores that collateral is not merely a technical banking formality but a fundamental socio-economic necessity. Without a robust guarantee system, the risk of capital loss would stifle the willingness of financial institutions to inject liquidity into the market, thereby stagnating industrial growth and innovation.

As the intensity of national development increases and business expansion becomes more aggressive, the demand for funding derived from lending activities has surged dramatically. To ensure the resilience and continuity of economic progress for both the government and the broader public, including individuals and corporate entities, large-scale liquidity is an absolute prerequisite (Syafri & Hartati, 2020). Within this framework, security law emerges as a crucial bridge that harmonizes the debtor's need for capital with the creditor's interest in debt recovery protection. It provides the legal certainty required for parties to engage in high-value transactions with confidence, knowing that their rights are safeguarded by enforceable statutory mechanisms.

In the Indonesian legal structure, various institutions have been established to accommodate these financial needs of the poor. One of the most prevalent is the Fiduciary Guarantee. In this mechanism, the party owning the asset acts as a fiduciary grantor to the creditor, who serves as the fiduciary recipient. This legal process is initiated when a debtor, as the legitimate owner of an object, requires financial support from a creditor, leading both parties to agree to encumber the object under a fiduciary contract. The fiduciary institution was essentially conceived as a legal solution to address social issues related to the ease of credit access through a reliable security system that allows the debtor to retain possession of the asset for productive use, while the legal title is temporarily transferred to the creditor.

However, even within this well-established system, various obstacles frequently impede the smooth repayment of loans, eventually leading to defaults. These hurdles typically arise as a direct consequence of a decline in the debtor's business performance, forcing them into a state of stagnation, which ultimately triggers disputes during the execution phase. When the economic reality of the debtor shifts from profitability to insolvency, the theoretical harmony of the fiduciary agreement is often replaced by legal friction, particularly regarding how the creditor can recover their investment without violating the debtor's rights.

To minimize potential losses, financial institutions often prefer that the debtor's property be encumbered by a fiduciary guarantee. This preference is rooted in the characteristics of fiduciary security, which is renowned for its relatively efficient and practical execution procedures, especially when the debtor commits a breach of contract or *wanprestasi* (Saffanah & Ramadhani, 2024). This convenience has long served as the primary attraction for the financial industry, driving the economy through consumer financing and industrial loans. The ability to bypass lengthy court procedures allows capital to be recycled back into the economy more rapidly, fostering a climate of financial efficiency and stability.

In addition to fiduciaries, another vital instrument of in rem security in the economy is the mortgage (*Hak Tanggungan*). Both security institutions are designed to provide maximum protection and confidence to creditors when disbursing their funds. One of the most significant manifestations of this protection is the legal institution known as the *parate* execution (Karelina et al., 2022). This right grants a privileged position to the creditor, allowing them to obtain debt settlement in preference to other creditors. Technically, *parate* execution is an extraordinary right where the debt recovery process is not conducted through a standard lawsuit in court or via a time-consuming court-appointed bailiff. Instead, the execution is carried out directly through public sales or established auction procedures (Alizon, 2020). This characteristic represents the essence of in rem security, where both Fiduciary Guarantee Certificates and Mortgage Certificates possess executorial titles that provide legal coercive power.

The most prominent identity of a fiduciary guarantee is the creditor's ability to execute the security object independently, without the intervention of a District Court, a procedure legally referred to as *parate* execution (Ma'rifah, 2022). Nevertheless, throughout its implementation, the overwhelming dominance of creditors in this execution process has often been perceived as ignoring the principles of justice for debtors. Specifically, when execution is carried out without transparent and accountable procedures that prioritize dialogue, it risks becoming an act of arbitrary power.

In line with the evolving legal consciousness of society, the Constitutional Court intervened to provide a new interpretation aimed at balancing the bargaining positions of the parties involved. Through the new order mandated by the Constitutional Court's decision, debtors now possess a firmer legal foundation to protect their fundamental rights from the potential abuse of power (Puspitasari et al., 2024). This has fundamentally altered the map of security law in Indonesia, which has been heavily oriented toward the interests of creditors for decades. This shift reflects a move toward a more humanistic and constitutionally aligned legal framework, where the right to property is balanced against the necessity of debt enforcement.

The issuance of Constitutional Court Decision Number 18/PUU-XVII/2019 ultimately had significant implications, including the degradation of the constitutional rights of fiduciary creditors and the emergence of legal dualism between fiduciary guarantees and mortgages. Although both Fiduciary Guarantees and Mortgages share similar essences and characteristics as in rem securities that emphasize executorial rights, a disparity in protection standards has emerged post-decision. Fiduciary Guarantees are now bound by stricter constitutional protection standards concerning the acknowledgement of default (*wanprestasi*), whereas Mortgages continue to operate within a regulatory corridor that remains unaffected by similar judicial interpretations.

The degradation of the fiduciary creditor's constitutional rights and the resulting dualism in execution standards are the core issues in ensuring legal certainty and justice for all stakeholders in Indonesia's credit ecosystem. When the law treats identical legal concepts, namely the executorial title of a security certificate, with such stark procedural differences, it creates an environment of legal unpredictability. Creditors in the fiduciary sector now face higher barriers to entry and execution, which may inadvertently lead to a contraction in credit availability for small and medium enterprises that rely on movable assets.

The emergence of this dualism raises profound questions regarding the principle of equality before the law. If two legal instruments are designed with the same purpose and are both registered to fulfill the principle of publicity, then a differentiated standard for execution based solely on the type of asset, movable versus immovable, appears logically inconsistent. The Constitutional Court's decision, while protecting debtors from the aggressive tactics of debt collectors, has simultaneously stripped fiduciary certificates of their "sacred" status as court-equivalent orders unless the debtor voluntarily complies.

In contrast, the mortgage system retains its original strength, creating a hierarchy of security interests that was perhaps not intended by the original legislators. This disparity encourages legal arbitrage and creates confusion among financial practitioners. To restore the integrity of the national security system, harmonization of regulations is imperative. The law must find a middle ground that safeguards debtors from intimidation while ensuring that creditors can efficiently recover their assets without being perpetually mired in the bureaucratic backlog of the judiciary. Achieving this balance is essential for maintaining Indonesia's economic stability and fostering a climate of trust in the global financial community.

In conclusion, Indonesian security law is currently navigating a period of significant transition. The move toward protecting debtor rights is a necessary evolution in democratic states governed by the rule of law. However, the unintended consequences of legal dualism and the degradation of creditor rights must be addressed through legislative reform or further judicial clarification. Only by synchronizing the standards of execution across all security institutions can Indonesia provide the legal certainty required to sustain dynamic economic growth and ensure that the principles of justice are truly distributive, reaching both the provider and recipient of capital in an equitable manner.

2. METHOD

This study employs a rigorous normative legal methodology by integrating three primary analytical lenses: statutory, conceptual, and comparative approaches. The framework is centered on a comprehensive statutory comparison between Law Number 42 of 1999 concerning Fiduciary Guarantees and Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land, with the primary analytical catalyst being the Constitutional Court Decision Number 18/PUU-XVII/2019, which altered the landscape of executorial power. Legal materials are evaluated using qualitative doctrinal interpretation techniques applied to statutory texts and judicial rulings to dissect how legal arguments are constructed. Normatively, the analysis examines these legal instruments under the framework of the national hierarchy of laws and regulations as mandated by Law Number 12 of 2011, evaluating the conflict of binding force between the *erga omnes* nature of the Constitutional Court's decision and the absolute standing of the executorial title within both security interest regimes. Through the comparative method, this study does not merely contrast the norms between the two sectoral laws but also critically compares the pre- and post-ruling execution standards, thereby delivering a robust juridical argument regarding legal dualism and *parate* execution disparities within the Indonesian security interest system.

3. RESULTS AND DISCUSSION

3.1. The Implications of Fiduciary Guarantee Execution Following the Constitutional Court Decision Number 18/PUU-XVII/2019 on the Degradation of Creditors' Rights

The philosophical foundation for establishing a fiduciary guarantee institution in Indonesia is deeply rooted in the doctrine of *constitutum possessorium*. This legal construct facilitates a mechanism for the transfer of ownership rights based solely on mutual consent without the necessity of the physical delivery of the object. Under this specific scheme, juridical ownership is formally transferred to the creditor; however, the economic utility and physical possession of the asset remain with the debtor to ensure the uninterrupted flow of their commercial activities (Manggala, 2023). This legal relationship engenders a position that is simultaneously unique and precarious; on the one hand, the creditor serves as the *de jure* owner according to the title documents, while on the other hand, the debtor retains absolute practical control over the asset's physical existence (Zulfikar, 2022).

To counteract the inherent vulnerability faced by creditors due to the debtor's physical possession, Law Number 42 of 1999 concerning Fiduciary Guarantees or Undang-Undang Jaminan Fidusia (UUJF) was originally engineered to provide exceptionally robust execution power. Through the provisions of Article 15, paragraph (2) of the UUJF, a Fiduciary Guarantee Certificate was granted legal standing equivalent to a court decision that has attained final legal force or *inkracht van gewijsde* (Sipahutar et al., 2021). The legislative intent behind this was to ensure that in the event of *wanprestasi*, specifically the debtor's failure to fulfill payment obligations, the process of restoring the creditor's rights could be executed instantaneously, bypassing lengthy bureaucratic entanglements.

Historically, the streamlined efficiency of *parate* execution has acted as a primary catalyst for the growth of financing institutions, as it permitted the direct liquidation of collateral through public auctions to satisfy outstanding debts (Hardiansyah, 2022). Nevertheless, this established legal order faced a fundamental disruption following the issuance of the Constitutional Court or Mahkamah Konstitusi (MK) Decision Number 18/PUU-XVII/2019. This landmark ruling effectively redrew the map of executorial authority, shifting it from a private contractual nature to a semi-public domain by necessitating the involvement of judicial authorities under specific circumstances.

The most palpable consequence of this shift is the transformation of an execution mechanism that was once highly efficient into one that is now excessively procedural and bureaucratic. In its judicial considerations, the Constitutional Court asserted that independent execution by a creditor is only legally valid if there is mutual consensus regarding the occurrence of a default and a voluntary surrender of the collateral by the debtor. This "voluntary surrender" requirement has emerged as a formidable obstacle because of its inherently subjective nature. In practical reality, it is exceedingly rare to find a debtor who

consciously and willingly relinquishes the assets that drive their economic livelihood without the application of legal compulsion.

This prevailing condition ultimately triggers constitutional losses for creditors. Debtors acting in bad faith now possess a legal loophole to obstruct execution by refusing to acknowledge a breach of contract, even when factual payment records clearly demonstrate delinquency (Noviyana et al., 2021). The moment a debtor raises an objection, the Fiduciary Guarantee Certificate held by the creditor automatically loses its inherent executorial force, devolving into a mere piece of evidence for an ordinary agreement that requires judicial validation (Prasetyo, 2020). This degradation of legal instruments essentially strips the creditor of the "summary" justice they were promised under the original fiduciary statutes.

The weakening of the creditor's position is further exacerbated by the loss of authority to conduct independent safeguarding of an object. Creditors are now compelled to navigate the arduous path of filing execution petitions through the District Court, a process characterized by prolonged timelines and significant financial expenditures. This reality systematically erodes the essence of *parate* execution, which was intended to function as a rapid protection instrument for holders of in rem security in maintaining the cash flow stability of financing companies.

From a technical standpoint, operational risks have escalated sharply because of the nature of the *constitutum possessorium*. Because the debtor retains control over the item, there is a pervasive moral hazard involving the potential disappearance, transfer, or concealment of collateral by unscrupulous debtors (Bouzen & Ashibly, 2021). This challenge becomes critical when a creditor seeks to petition the court for execution because the precise physical location of the goods must be specified in detail within the application documents. Without certainty regarding the asset's location, the court-ordered seizure process becomes virtually impossible to implement, leaving the creditor with a "paper right" that lacks practical enforceability.

In the past, to mitigate debtor non-compliance, creditors frequently relied on third-party services or professional recovery agents (debt collectors) to repossess collateral (Bouzen & Ashibly, 2021). However, this method often results in physical altercations, intimidation, and anarchic incidents in public spaces, which fuel negative public sentiment and organized resistance from debtors (Abdullah, 2016). The Constitutional Court's decision arrived as a judicial response to this societal chaos; yet, in doing so, it has simultaneously crippled the fundamental function of the guarantee itself, as creditors no longer possess an effective instrument of legal pressure.

The balance of performance (*prestasi*) within financing agreements now appears significantly skewed. The creditor, having fulfilled their obligation by providing capital, now finds their right to reclaim security severely restricted if the debtor fails to pay. Any attempt to retrieve a unit without following formal court procedures, even if based on a valid and signed contract, is now highly susceptible to being litigated as an unlawful act (*onrechtmatige daad*). This phenomenon illustrates a clear degradation of creditor protection, which is likely to result in the tightening of credit requirements for the general public in the future as lenders seek to hedge against increased legal uncertainty.

Furthermore, this pervasive uncertainty undermines the confidence of capital markets and financial institutions in the effectiveness of Indonesia's securities regulations. Creditors are now burdened with a dual disadvantage: bearing the risk of payment failure while simultaneously shouldering the high legal costs required to execute a guarantee that should be their right. If creditors' rights continue to be degraded without the provision of equivalent protection mechanisms, the function of security law in providing economic certainty for business actors will increasingly lose its relevance.

This legal shift raises questions regarding the principle of *pacta sunt servanda*. When both parties voluntarily enter into a contract, the subsequent intervention of a judicial requirement for what was previously an automated right disrupts the predictability of private law. The shift towards a more debtor-centric approach, while intended to prevent human rights abuses, may inadvertently create a systemic risk where the cost of credit becomes prohibitive for small and medium-sized enterprises. The lack of a balanced enforcement mechanism ensures that "security" in a security agreement becomes a misnomer, as the path to recovery is blocked by procedural barriers that favor the defaulting party.

In conclusion, the current landscape of fiduciary guarantees in Indonesia represents a departure from the UUJF's efficient commercial spirit. The degradation of creditors' constitutional rights and the rise of operational hurdles underscore the urgent need for a legislative remedy. Without a clear framework that reconciles the debtor's right to due process with the creditor's right to a speedy recovery of assets, Indonesia's financing climate will remain hampered by legal fragility. The ultimate goal of security law must be to foster a balanced ecosystem where the rights of the lender are respected as much as the protections of the borrower, thereby ensuring the long-term stability of the national economy.

3.2. The Disparity of *Parate* Execution Between Fiduciary Guarantees Following the Constitutional Court Decision Number 18/PUU-XVII/2019 and Mortgage Rights

The manifestation of legal inequity in Indonesia, particularly following the issuance of Constitutional Court Decision Number 18/PUU-XVII/2019, has increasingly revealed itself through the dualism of treatment toward in rem security institutions. From a normative juridical perspective, Fiduciary Guarantees, governed by Law No. 42 of 1999, and Mortgage Rights, rooted in Law No. 4 of 1996 or Undang-Undang Hak Tanggungan (UUHT), share a nearly identical functional essence. Both serve as legal instruments that grant a preferred status to creditors, wherein the holder of the security certificate is endowed with a specific privilege known as the "Executorial Title." This title guarantees the certainty of debt recovery should the debtor fail to fulfill their obligations.

However, the contemporary legal reality exposes a widening chasm or sharp disparity in the operational efficacy of the *parate* execution mechanism between these two institutions. Within the discourse of security law, the registration of an object with the relevant registration office is an absolute prerequisite to fulfill the principle of public notice. This principle aims to protect third parties while simultaneously affirming legal certainty for all parties involved in the transaction. Ideally, the legal certainty arising from the principle of publicity should be both universal and consistent. Nevertheless, the Constitutional Court's intervention regarding the Fiduciary Guarantee Law has created an anomaly within the national security system.

This disparity originates from the Constitutional Court's decision to redefine Article 15 of the Fiduciary Law, while analogous provisions in the Mortgage Law, specifically Articles 14 and 20, continue to operate absolutely. Unlike fiduciary creditors, mortgage holders are not burdened by the requirement of a "consensus on default" validated by a district court judge. This phenomenon has catalyzed the birth of dualism in execution standards, which ultimately erodes the sense of justice and violates the fundamental principle of equality before the law.

According to Aristotelian theories of justice, distributive justice mandates that the law must provide equal treatment for legal subjects situated in identical legal positions (Dwisvimiari, 2011). Aristotle emphasized the critical importance of proportionality and equilibrium in enforcing rules. In this context, if both Fiduciary and Mortgage instruments function as safeguards for a creditor's investment, it is profoundly disproportionate for fiduciary execution to be hindered by the burdens of judicial procedure while mortgage rights continue to enjoy the convenience of independent execution that remains operationally superior.

It is an established truth that absolute power lacking a control mechanism often triggers arbitrary behavior, where creditors might resort to coercive measures when executing guarantees (Alizon, 2020). Consequently, the principle of good faith (*iktikad baik*) in the execution of legal acts becomes fundamental as a moral and honest parameter for the parties involved in the contract. However, the Constitutional Court's exclusive focus on correcting fiduciary guarantees has inadvertently created a new imbalance. Fiduciary creditors are now trapped within judicial processes that drain both time and resources, an irony that stands in direct opposition to the inherent nature of the fiduciary objects themselves.

The majority of fiduciary guarantees, which consist of movable assets, possess economic characteristics that undergo rapid value depreciation every year. This stands in stark contrast to mortgage objects, such as land and buildings, which tend to have stable or appreciating value. A fiduciary object loses its economic utility if the execution process must await a court decision that has attained final legal force. In other words, delays in executing a fiduciary guarantee directly jeopardize the value held by the creditor, rendering the legal protection provided financially hollow.

The principle of balance, which serves as the bedrock of contract law, obligates both the creditor and debtor to respect the agreements they have forged (Mulyati, 2016). However, this Constitutional Court ruling appears excessively skewed (heavy interest) toward protecting the debtor from the physical threats of "debt collectors" (Abdullah, 2016), without conducting an equitable weighing of the constitutional rights of the creditor as the provider of funds. Creditors possess a constitutionally guaranteed right to recover the capital they have distributed through the agreed-upon security mechanisms (Usman, 2021). By degrading the right of *parate* execution solely for fiduciaries, the state appears to practice juridical discrimination against the movable asset financing sector.

At a more extreme level, this dualism threatens to destroy the essence of in rem security. Security institutions were established to mitigate investment risks. If a security certificate no longer possesses a coercive force equivalent to a judge's verdict without the consent of a defaulting debtor, then the function of the guarantee as an investment safety net will collapse. This uncertainty does not merely harm individual creditors; it systematically undermines the entire financial industry ecosystem.

Synchronized and integrative legal policies are required to resolve overlapping execution standards. Law enforcement that only views the issue from the perspective of debtor protection, without considering the economic rights of creditors injured by default, is a tangible form of distributive injustice. This legal dualism must be resolved immediately through regulatory harmonization to create a uniform legal certainty. Without standardized rules, confusion among business actors will persist, which could eventually weaken national economic competitiveness in the eyes of global investors.

While respect for the human rights of the debtor is undoubtedly important and necessary, it must not be achieved by paralyzing the fundamental right of the creditor to execute their security efficiently. Synchronizing the Fiduciary Guarantee Law and the Mortgage Law is urgent to maintain the dignity of the "Executorial Title" as the primary core of national security law. If this dualism is permitted to persist, fiduciary guarantees will continue to be viewed as "second class" security instruments. This, in turn, will make financing institutions increasingly reluctant to distribute capital to small-scale communities that possess only movable assets as their sole form of collateral.

The erosion of trust in the fiduciary system creates a ripple effect that touches on the accessibility of credit. When the legal infrastructure for recovery is perceived as fractured or unreliable, the risk premium associated with such loans inevitably increases. This means that the very people the Constitutional Court sought to protect, debtors, may find themselves excluded from formal financial markets or burdened by higher interest rates as creditors attempt to price in the legal risks of a "conditional" execution. A legal system that prioritizes procedural hurdles over substantive contractual obligations risks creating a "chilling effect" on the movement of capital.

Ultimately, the restoration of the "Executorial Title" to its original strength is not a call for a return to arbitrary violence but a call for systemic reliability. The state must provide a mechanism where a default can be verified swiftly and objectively without necessitating a multi-year litigation cycle. By aligning the standards of the Fiduciary Law with the established stability of Mortgage Law, Indonesia can reaffirm its commitment to a predictable and fair business environment. Only through such harmonization can the law fulfill its dual role as a shield for the vulnerable and a reliable framework for economic growth, ensuring that no class of security is marginalized within the national legal hierarchy.

4. CONCLUSION

Constitutional Court Decision Number 18/PUU-XVII/2019 altered the security law landscape by degrading the rights of fiduciary creditors and generating an unequal legal dualism with mortgage rights. Utilizing a normative legal method, this article demonstrates that the ruling paralyzes fiduciary *parate* execution into a conditional process requiring a written consensus on default and the voluntary surrender of the asset, thereby downgrading the certificate into mere ordinary civil evidence. In the second part, the comparative normative analysis reveals a sharp disparity that violates the principle of equality before the law and Aristotelian distributive justice. While fiduciary execution has become bureaucratic and dependent on courts, Mortgage Law Number 4 of 1996 maintains its absolute executorial title. This disparity is fatal,

as it disregards the economic nature of the collateral, in which movable fiduciary assets undergo rapid annual value depreciation compared to stable mortgage objects such as land. Consequently, execution delays caused by prolonged litigation cycles risk completely erasing the economic value of the fiduciary collateral. Ultimately, this dualism triggers a chilling effect on capital markets, raises credit risk premiums, and restricts credit access for small-scale communities, rendering regulatory harmonization imperative to restore national security interest reliability.

Ethical Approval

Ethical approval was not required for this study because it is a normative legal research article that does not involve human participants, interviews, surveys, experiments, or the collection of personal or sensitive data.

Informed Consent Statement

Informed consent was not applicable because this study did not involve human participants or primary data collection from individuals.

Authors' Contributions

JAJ conceptualized the study, developed the legal research framework, conducted the statutory and conceptual analyses, and prepared the original draft of the manuscript. HAP contributed to the comparative legal analysis between fiduciary guarantees and mortgage rights and supported the interpretation of findings. FA contributed to the examination of Constitutional Court Decision Number 18/PUU-XVII/2019 and its implications for legal certainty and creditor protection. APT supported the literature review, legal source organization, and manuscript refinement. MV contributed to the critical review of the manuscript, strengthened the analytical discussion, and supported the final editing. All authors reviewed and approved the final version of the manuscript.

Disclosure Statement

The authors declare that they have no potential conflicts of interest related to this study.

Data Availability Statement

The data used in this study consist of publicly available legal materials, statutory regulations, court decisions, journal articles, and other secondary legal sources cited in the reference list. No private, restricted, or participant-based datasets were generated or analyzed during the study.

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