



## Legal Analysis of Non-Performing Loans of Bank Sulut - Limboto Branch: Impact and Civil Perspective

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**Abstract** The settlement of bad debts carried out by debtors, is a violation of the program lending program against sulut-go bank which has caused a lot of speculation about the rules of civil law. The problem is law enforcement against debtors who are suspected of the issue of the corruption article article 2 paragraph 1. The purpose of this study is to find out thoroughly about the enforcement of bad credit in civil law review. This research uses empirical research methods by taking a qualitative approach. The result of this research is that when a case is still in the contract period, it is included as a default and is a problem of binding between humans because it arises due to a broken promise, whose resolution path must be in the civil realm. Default in bad credit can be recognized when there are errors, negligence, and intentions made by the bank related to the credit process by pledging something that does not belong to the debtor, but is processed. Furthermore, that this contract occurs with a repayment period that is not yet due but has entered the court. The conclusion that can be drawn by the researcher is that when a case still has a contract, it is included as a default and is a problem of binding between humans because it arises due to a breach of promise, whose resolution path must go to the civil realm. Default in bad credit can be recognized when something goes wrong.

**Keywords:** Bad Debt, Default, Legal Disparity

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## 1. Introduction

Providing credit to the community or the debtor is definitely binding and regulated by law. Often in making credit agreements that are regulated by creditors in this case banks, while debtors or individuals can only understand the procedures that have been regulated. It is also necessary to get consideration by both parties because they have the ability to provide, supervise and manage credit.

The ability to provide credit with the guarantee that it will be repaid within a predetermined amount of time. Law Number 10 of 1998 number 11 concerning Banking states that; Credit is the arrangement of cash or bills that can be equated with it, in terms of an understanding or prior understanding between a bank and another party, which obliges the other party to take care of the advance after a certain period of time with the provision of interest.<sup>1</sup>

The provision of interest is required in the Banking Act as well as the determination of economic support. In the Act, the provision of interest is based on the inability to repay the credit. Meanwhile, collateral as a guarantee (Collateral) is an element of security in the form of ownership rights. Property rights are legal concepts that give a person or entity full control over a property or asset, including the right to own, use, transfer, and control the property in accordance with applicable legal provisions.

Furthermore, in the 1945 Constitution of the Republic of Indonesia, the provision of credit is essentially the fulfillment of the government's economic welfare program. With the addition of the economy, welfare will be obtained by the Community. Because the welfare of its citizens is guaranteed by the state, as stated in the 1945 Constitution. The granting of credit determines how credit will be given and gives equal rights and responsibilities to each party as a form of trust between the two parties.

The principle of trust is regulated in Article 29 paragraph (4) of Law No. 10 of 1998 concerning Amendments to Law No. 7 of 1992 concerning Banking, which reads: "Banks are required by law to provide information to customers regarding the possibility of the risk of loss in connection with customer transactions conducted through the bank." The principle of trust is a doctrine that emphasizes that bank activities depend on the relationship of trust between the bank and its customers. Banks depend primarily on funds placed with them by the public on the basis of trust, so every bank must and should continue to maintain and sustain the public's trust in them.<sup>2</sup>

Furthermore, the granting of credit based on trust must be seen from an agreement that regulates between the two parties. The credit agreement is based on standards set by the bank, the terms of which must be notified to the debtor. After that, a formal

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<sup>1</sup> Leonita Anastasya Putri, "Analisis Penghapusbukuan Oleh Bank Terhadap Utang Debitur Atas Kredit Macet," *Jurnal Ilmiah Pendidikan Pancasila Dan Kewarganegaraan* 5, no. 1 (2020): 95-103.

<sup>2</sup> saprudin Didin, "Penyelesaian Hukum Kredit Macet Akibat Pandemi Covid-19 Di Pt. Finansia Multi Finance (Kreditplus) Perspektif Hukum Perdata Indonesia" (Universitas Mataram, 2023).

agreement is made with a number of additional rules to express it. Credit agreements with credit recipients must include a written agreement that can be used as the basis of applicable certainty. As stipulated in Law No. 7 of 1992 concerning banking is divided into two, namely depositor customers and debtor customers. Depositing customers are customers who keep their funds in the bank based on an agreement with the bank, while debtor customers are customers who obtain credit or financing facilities.

Credit agreements between creditors and debtors in private legal entities are a form of civil agreement. So that someday if the debtor is negligent in his agreement, it will be categorized as default as in the Civil Code article 1238 which reads; The debtor is declared negligent by warrant, or by similar deed, or by the force of the obligation itself, that is, if this obligation causes the debtor to be deemed negligent by the passage of the specified time.

Furthermore, defaults due to bad credit for the current temporary period there are contradictions that are not compatible in its resolution. Bad credit that occurs between the creditor and the debtor will occur things that deviate and make the situation impossible, which can result in a case that can be criminalized. The granting of credit must be based on the right laws such as the implementation of appropriate granting, verification tests, and also the calculation of the financing to be provided.

This is very necessary in order to anticipate circumstances that will harm both parties, namely the creditor and the debtor in a legal event. Another legal incident occurred regarding bad credit at Sulut-Go bank with the defendant as the director of PT Putri Sinar Buana (PSB). It is suspected that in this legal event there was an unlawful act committed by the defendant, as the provision of credit that was not in accordance with the system.

The case involving PT buana and Sulut-Go bank, the convict was charged because there was a case of "Mark Up" which violated the suspect allegedly violated Primair Article 2 paragraph 1 juncto Law Number 31 of 1999 as amended and supplemented by Article 55 paragraph 1 to 1 of the Criminal Code; Article 65 paragraph 1 Subsider Article 3; and Article 18 of Law Number 20 of 2001 concerning Eradication of Corruption Law Number 31 of 1999 as amended and supplemented by Article 55 paragraph 1 of Law Number 20 of 2001 regulating the eradication of corruption.

The alleged Corruption Crime this time, found in the state financial audit report from the Financial and Development Supervisory Agency (BPKP) representative of Gorontalo Province. A figure of Rp 14,212,153,033 was found to be the state loss. Which became the beginning of a criminal case so that it entered the criminal court.

However, there was expert testimony from Maikel Barama who explained that Law No. 23 of 2014 concerning Regional Government and PP No. 54 of 2017 concerning BUMD, emphasized that Bank Sulut-Go is no longer a BUMD but a private legal entity

as evidenced by the composition of majority share ownership no longer belongs to the regional government.

The point of the above explanation is that there is no longer majority share ownership above 50 percent as a requirement to become a BUMD as stipulated in the two regulations above. This means that the 50 percent ownership share is a reference for this case to occur.

Problematica in granting credit is a mismatch of what is obtained, deductions and even interest that will be obtained. In this case, the bank must be wise in approving the credit application. Therefore, banks must adhere to the principles of channeling or granting credit as an effort to accommodate customer protection and the satisfaction index for banks is also good.

The rules related to legal protection for customers are the submission of standard clauses regulated by the Consumer Protection Law (UUPK). Standard clauses are conditions in each rule that have been prepared and are binding and must be fulfilled by the debtor. Furthermore, regarding debtors in the GCPL Law, they are equated with consumers. This is indicated by Article 1 point 2 which shows that a consumer is any person who uses goods and services available in the community for their own interests, the interests of their families, and the interests of others.<sup>3</sup>

In addition, confirmation of debtor protection can be found in Law No. 8 of 1999 which regulates consumer safety. All efforts to ensure legal certainty in order to protect consumers are considered consumer protection. The inability of a company, institution, or individual to complete commitments on time and not make payments is known as credit risk. The decision to grant credit to different business sectors does not always go according to plan because there are differences in short-term and long-term risks in different business sectors.

## 2. Method

The research used is empirical research to support a deeper perspective, and also the true situation in the field.<sup>4</sup> Of course the author also makes according to the correct writing procedures, with interview and observation techniques to answer what happened and can be accounted for.<sup>5</sup>

## 3. Juridical Review of Bad Debt of Bank Sulut-Go Limboto Branch

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<sup>3</sup> Krismat Hutagalung, Hasnati Hasnati, and Indra Afrita, "Perlindungan Hukum Konsumen Terhadap Perjanjian Baku Yang Merugikan Konsumen," *Mizan: Jurnal Ilmu Hukum* 10, no. 2 (2021): 207–31.

<sup>4</sup> Zainuddin Ali, *Metode Penelitian Hukum* (Sinar Grafika, 2021).

<sup>5</sup> S. H. I. Jonaedi Efendi, S. H. Johnny Ibrahim, and M. M. Se, *Metode Penelitian Hukum: Normatif Dan Empiris* (Prenada Media, 2018).

The case of Bank Sulut-Go Limboto Branch regarding bad credit has become commonplace for some banks in the problem of bad credit caused by late payment by the debtor. Regarding credit, it is fitting that the bank should know how to prevent congestion in credit.

Such things must be reformulated about policies as well as future provisions in the future when viewed from yesterday as well as what preventive steps must be taken and what kind of follow-up is needed. Questioning about credit, which is regulated in Article 1 number 11 of the Banking Law, is stated as follows: Credit is the provision of money or bills that can be equated with it, based on an agreement or loan and borrowing agreement between a bank and another party that requires the borrowing party to pay off the debt after a certain period of time with interest.<sup>6</sup>

Meanwhile, bad credit is that customers who have obtained credit facilities from banks are not entirely able to return their debts smoothly in accordance with the agreed time. This situation, when viewed in terms of civil law, is called default or breach of promise.

Several studies have been conducted regarding NPLs, including saying that the occurrence of bad credit can be caused by several things including: a). The existence of bad faith from the debtor, b). The debtor loses his job or is subject to termination of employment (PHK), c). The debtor's income decreases, d). Debtors have debts at other banks, and e). There is a disaster experienced by the debtor, such as an accident or natural disaster. In an effort to anticipate bad credit, banks must apply the precautionary principle. The success of a bank's business can be measured by the smooth repayment of credit which is reflected in the low number of Non Performing Loan (NPL).<sup>7</sup>

Banks cannot avoid the problem of bad debts, especially if banks are less effective in carrying out control techniques in overcoming bad debts. In this credit business, the bank tries to minimize the risk due to the failure or inability of the customer to return the loan amount received from the bank along with interest within a predetermined period. If bad credit occurs, the bank must carry out more effective control techniques until there are no other alternatives, as well as conducting auctions of collateral submitted by the debtor.

Starting from the existing problem, that the understanding of the impact caused by bad credit is so great for the survival of the country's economy, it is very important to conduct research on banking bad credit efforts and studies must be carried out on this matter.

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<sup>6</sup> Muhammad Fadillah Ulhad and Maria Amelia, "Konsep Hukum Pada Gugatan Kasus Perdata Wanprestasi Akibat Kredit Macet," *Jurnal Konstruksi Hukum* 4, no. 2 (2023): 125–30.

<sup>7</sup> Rahmi Ayunda and Muhammad Ariq Fadhillah, "Tanggung Jawab Personal Guarantee Terhadap Penanganan Kredit Bermasalah Dalam Perspektif KUH Perdata," *Jurnal Pendidikan Kewarganegaraan Undiksha* 9, no. 3 (2021): 612–19.

The Sulut-Go bank case regarding bad credit in a company has implications for the degradation of the legal value order itself, caused by the judge's decision in Article 2 paragraph (1) Jo Article 18 of the Law of the Republic of Indonesia with a Corruption Crime case with a sanction of 9 years in prison and a fine of Rp. 500,000,000 subsidized by 6 months imprisonment plus compensation money of Rp. 4,970,500,000 within 1 month must be paid, and if not paid it will be replaced by imprisonment for 4 years.<sup>8</sup>

The judge's verdict against the debtor was ambiguous because the judge saw it as an unlawful act (mark up) with a verdict of Article 2 paragraph (1) Jo Article 18 of the Law of the Republic of Indonesia with a Corruption Crime case with a sanction of 9 years imprisonment and a fine of Rp 500,000,000 in the form of 6 months imprisonment plus compensation of Rp 4,970,500,000 within 1 month must be paid.<sup>9</sup>

Whereas if you look at it, there is something more complex to regulate unlawful acts in accordance with the rules, namely civil law, because this case regulates agreements and defaults, and when reviewed in Article 1365 of the Criminal Procedure Code regarding unlawful acts in the civil sphere, it is clear about the contents.<sup>10</sup>

The author's analysis is that any consequences of unlawful acts cannot be held liable if there is no element of fault. The element of fault itself can be classified into 2 (two), namely fault committed intentionally and fault due to lack of care or negligence. In civil law,<sup>11</sup> both intentional and negligent wrongdoing have the same legal consequences.

This is because according to Article 1365 of the Civil Code, actions committed intentionally or due to lack of care or negligence have the same legal consequences, namely the perpetrator is still responsible for compensating all losses caused by the Unlawful Act he committed.

### **3.1. Chronology of bad debts**

Chronologically, the defendant first applied for a loan in 2015 on June 11, and went to the credit department of PT Bank Sulut-Go Limboto Branch to ask about the requirements that had to be met but was told to consult the Sulut-Go regional development headquarters in Manado. After that, he was given instructions to make a loan proposal and submit it to Bank Sulut-Go Limboto Branch to meet with the credit division, then wait for a decision to be surveyed from Bank Sulut-Go Limboto Branch

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<sup>8</sup> Ilham Muzzaki and Aris Machmud, "Prosedur Pengalihan Cessie Dalam Perspektif Hukum: Akibat Hukum Terhadap Jaminan Hak Tanggungan Dan Perlindungan Debitur," *Binamulia Hukum* 12, no. 1 (2023): 143-59.

<sup>10</sup> M. Aqim Adlan, "Penyelesaian Kredit Macet Perbankan Dalam Pandangan Islam Tinjauan Regulasi Kasus Kredit Macet Akibat Bencana Alam," *IAIN Tulungagung Research Collections* 2, no. 2 (2016): 145-86.

<sup>11</sup> Michelle Kenly, "Upaya Hukum Bagi Debitur Atas Objek Jaminan Yang Dilelang Tanpa Melalui Restrukturisasi Kredit Oleh Perbankan (Studi Putusan Perdata Nomor 18/Pdt. G/2019/PN. Mks)," *Jurnal Hukum Al-Hikmah: Media Komunikasi Dan Informasi Hukum Dan Masyarakat* 3, no. 3 (2022): 610-31.

and head office to analyze the collateral. After analyzing the witness and waiting for a decision from the head office.

UD. Fujji is a company engaged in the processing and assembly of semi-finished furniture products into finished products, whose main activity is chair design services. In 2015 the defendant went to the Limboto Branch of PT Bank Sulut Go with the intention of asking about the requirements for a loan application to develop the defendant's business in the form of increasing the capacity of the commodity trading business, namely agriculture and plantations.

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Based on the details of the findings found by the author, where the defendant wanted to apply for a credit of Rp 7,150,900,000 but the bank looked at the liquidity aspect to be accredited and disbursed Rp 5,000,000,000 with a division of working capital credit of Rp 500,000,000 and investment credit of Rp 4,500,000,000 minus credit costs of Rp 29,500,000. So that the credit received by the defendant amounted to Rp 4,970,500,000.<sup>13</sup>

### **3.2. legal policy analysis**

As for the analysis of the operational section with its estimation, on July 14, 2016, which manages the research of the completeness of the requirements for granting credit, manages the binding of collateral, and completeness as well as verification of the validity of the debtor's data, and the data of the owner of the collateral in accordance with the approval.

That after the business credit application of UD. Fujji was received by PT Bank Sulut-Go, the Chairman of PT Bank Sulut-Go disposed the credit application file to the credit marketing section leader, to conduct research/ verification of the defendant's business credit application file and conduct field checks (On The Spot) to the business location of UD. Fujji.

Whereas based on the decision letter of the board of directors of PT Bank Sulut-Go Number: 011/SK- DIR/KRD-BIS/I/2015 dated January 30, 2015 concerning the Corporate Manual for the Credit Sector. Book 1 General Provisions of Business Credit Policy of PT Bank Sulut-Go, namely the credit application submitted by the defendant is a medium business credit.

#### 4. Juridical Implications of Bad Credit at Bank Sulut Go Limboto Branch

The implications in this case are due to carelessness which gives rise to criminal acts against the debtor, carelessness carried out by the bank in carrying out the ACC process gives rise to allegations of Mark Up on the debtor, which chronologically is arbitrariness in terms of operational location inspections, asset guarantees. , up to unilateral signing by the bank.<sup>14</sup>

Regarding asset guarantees, the author's analysis is based on empirical facts obtained that as a Mark Up action the bank should authorize whether a legal problem will arise, or if not anticipate this when a default occurs.

Regarding the authorization that was carried out, it was an arbitrary action because the collateral assets that were guaranteed did not comply with the bank's regulated procedures. Firstly, looking at the assets that were pledged as collateral, it was not in the name of the defendant, clearly this has become an internal violation because the guarantee was not guaranteed in the name of the defendant. at disposition.<sup>15</sup>

In relation to the bad credit that occurred at Bank Sulut-Go, a credit issued has two possibilities, it can go smoothly and it can go bad. A person takes credit from a bank when the trip is stuck, this is a civil matter, in this case the debtor owes the bank. On the other hand, this can also give rise to criminal problems, if the debtor lends money from the creditor for A, B and C but uses it for E, F and G, which is outside what was agreed upon.

The disbursement of funds must be gradual and not all at once. So in the case of Bank Sulut-Go, it must be looked at case by case. In essence, bad credit is a civil problem, a debt that is not paid. Providing credit by banks has a risk of congestion even though various careful analyzes have been carried out.

The author also sees that this decision must be an acquittal decision because the content of the case is purely civil (onslag van recht vervolging) seeing that the defendant cannot be sentenced to a crime, because the act is not a criminal act, for example it is in the field of civil law or commercial law.

In accordance with the case regarding the emergence of the rights and obligations of each party bound by a Memory of Agreement, which is an agreement in the realm of civil law, the claim of the party who feels disadvantaged by the non-fulfillment of the contents of the agreement must be through a lawsuit for breach of contract in civil law, not through civil law. criminal law.

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<sup>14</sup> Auria Azzahra Kesuma Putri, "Kajian Yuridis Penyelesaian Kredit Macet Pada Kredit Usaha Rakyat Pasca Berlakunya POJK Nomor 11 Tahun 2020 Tentang Stimulus Perekonomian Nasional Sebagai Kebijakan Countercyclical Dampak Penyebaran Coronavirus Disease 2019 (Studi Pada PT. Bank Rakyat Indonesia Cabang Kota Binjai)" (Universitas Sumatera Utara, 2021).

<sup>15</sup> Nurul Islami, "Implikasi Yuridis Kredit Macet Debitur Terhadap Lead Manager Kredit Sindikasi.," *Journal of Syntax Literate* 7, no. 6 (2022).



The legal consequences obtained by debtors who default with criminal indications will definitely be very detrimental and give rise to public stigma regarding the law's benefits, certainty and justice.

Another oddity is the imposition of criminal acts of corruption on customers or debtors. Because it does not harm state finances, which is the basis of reference for the Corruption Law. This is because private banks do not have government capital participation. Here we see the government applying double standards in handling bad loans to government banks and private banks.<sup>16</sup>

In theory, in the same case, the laws or statutes that are applied should be the same as far as possible so as to create legal certainty. However, in cases of bad credit, there is different handling between government banks and private banks. This results in legal disharmony and creates uncertainty.<sup>17</sup> In dealing with bad loans in banking companies that have state capital participation, criminal law is used as the main or *primum remedium* in resolving state financial losses in the bank. If there is a legal disparity that should be related to a civil matter but results in criminal legal consequences, some of the possible consequences include:

Legal disparities that result in cases moving from the civil to the criminal realm can create legal chaos and uncertainty. This is because the rules and principles that apply in civil law and criminal law can differ substantially. The transfer of the case may affect the legal process and rights involved.

## 5. Conclusion

Default, as a problem of engagement between individuals due to breach of promise, requires resolution in the civil realm. In the context of bad credit, default can be identified through errors, negligence, and intent. The importance of agreements that fulfill subjective and objective requirements in accordance with the provisions of the Civil Code. Disharmony in legal behavior reflects uncertainty, expediency and legal justice. The legal political paradigm which is limited to laws shows limitations in the application of law. Bias in decisions against debtors has implications for the mental management of debtors and the need to combat public stigma. Late payments as a cause of bad credit are a crucial problem.

Bad credit management should refer more to the provisions of the Banking Law, which regulates prohibited actions by directors and customers more specifically. Therefore, the following suggestions can be taken as remedial steps:

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<sup>16</sup> Muhammad Tahta AR, Weny A. Dunga, and Sri Nanang Meiske Kamba, "Tinjauan Yuridis Kredit Macet Bank Sulut-Gocabang Limboto Lewat Interpertasi Perdata," *Deposisi: Jurnal Publikasi Ilmu Hukum* 2, no. 1 (2024): 41–53.

<sup>17</sup> Nindy Maulida Hanum, "Implikasi Yuridis Penerbitan Covernote Dalam Perjanjian Kredit Antara Nasabah Dan Bank Dengan Pembebanan Hak Tanggungan," 2022.

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