



JLPH:
**Journal of Law, Politic
and Humanities**

E-ISSN: 2962-2816
P-ISSN: 2747-1985

<https://dinastires.org/JLPH> dinasti.info@gmail.com +62 811 7404 455

DOI: <https://doi.org/10.38035/jlph.v5i3>
<https://creativecommons.org/licenses/by/4.0/>

Settlement of Default Disputes in Credit Agreements Between BPR Bank (BUMD BIMA) and Customers Using State Attorney Prosecutors

Uni Apriani¹, Budi Parmono², Sunardi³.

¹Faculty of Law, Islamic University of Malang, aprianiuni@gmail.com.

²Faculty of Law, Islamic University of Malang, budiparmono@unisma.ac.id.

³Faculty of Law, Islamic University of Malang, sunardi@unisma.ac.id.

Corresponding Author: aprianiuni@gmail.com¹

Abstract: The State Attorney is a government apparatus that acts in law enforcement in accordance with Law Number 11 of 2021 concerning Amendments to Law Number 16 of 2004. The problems raised by the author are to determine the Settlement of Default Disputes in Credit Agreements Between BPR Banks (BUMD BIMA)) With Customers Who Use State Attorneys (Studies At the Coastal Bank of Bima City). The research method uses sociological juridical in the form of interviews conducted by the author directly. Based on the results of the study that in its duties and authorities the State Attorney's Attorney has a very important role in law enforcement, however regarding the above provisions, namely Law Number 11 of 2021 concerning the Indonesian Prosecutor's Office, if what is discussed is related to non-litigation settlement of default disputes, then these rules has not been able to accommodate comprehensively related to mediation efforts carried out by JPN, as stipulated in the Law. For this reason, additional rules are needed, namely the provisions contained in the Decree of the Attorney General of the Republic of Indonesia No: Kep.225/A/J/A/3/2003 Regarding Duties and Authority of State Attorney.

Keyword: Duties, Roles, Prosecutor.

INTRODUCTION

Indonesia is a state governed by the rule of law. Therefore, to realize the nation's aspirations, a well-structured organization is essential. The concept of the rule of law upheld in Indonesia is one that prioritizes truth and justice, ensuring that no authority operates without accountability. The state must intervene in enforcing abstract legal principles by establishing various institutions to fulfill this purpose.

The Attorney General's Office is a government institution that holds law enforcement authority in the country and operates based on the law. Given its extensive powers, the Attorney General's Office is frequently entrusted with handling legal cases. Public prosecutors responsible for civil and administrative matters are referred to as State Attorney Prosecutors (Jaksa Pengacara Negara - JPN). According to the Attorney General of Indonesia's Decree No.:

PER-025/A/JA/11/2015 regarding Guidelines for Prosecution, Other Legal Actions, and Services in the Administrative and Public Sector, prosecutors can also be classified as JPN. JPN refers to prosecutors assigned to civil and administrative law cases and are appointed through a special power of attorney to act both in and outside the court as representatives of the state, the public, state-owned enterprises (BUMN/BUMD), and government institutions.

JPN's prosecutorial duties are further regulated under the Attorney General's Decree No.: PER-018/A/JA/07/2014 concerning Standard Operating Procedures for the Deputy Attorney General for Civil and State Administration Affairs (JAMDATUN). This decree stipulates that JPN is responsible for representing state institutions, government agencies (both at the central and regional levels), as well as state-owned enterprises (BUMN/BUMD) in civil and administrative disputes, whether as plaintiffs or defendants, through both litigation and non-litigation approaches.

In this context, BPR Pesisir Akbar is a Regional Government-Owned Bank (BUMD). The role of banks in supporting national development is outlined in Law No. 10 of 1998 on Banking, which states that Indonesia's banking system aims to support national development by fostering justice, maintaining national stability, and enhancing societal welfare. It also highlights that, aside from mobilizing and distributing public funds, the banking sector plays a crucial role in driving national development. The primary function of banks is to serve as intermediaries between individuals with surplus funds and those in need of financial resources. Due to this vital role, banks are considered the lifeblood of the national economy.

According to Clause IX of Loan Agreement No.: 200071/BPR/06/2015, dated June 11, 2015, it is stated in:

Paragraph (1): "The debtor grants full power to PT BPR Pesisir Akbar in Bima Tente to take immediate action if the debtor/customer fails or neglects to pay credit installments (principal + interest) for more than three consecutive defaults."

Paragraph (2): "If the sale of collateral assets results in a surplus beyond the principal debt, interest, penalties, and other associated costs, the bank will refund the excess amount to the debtor."

Based on this framework, the author is interested in conducting a study on BPR Pesisir Akbar Bima, focusing on how the bank resolves default cases in loan agreements with the assistance of the Attorney General's Office. The study aims to determine whether the dispute resolution process aligns with the applicable legal provisions. With this background, the author proposes a research paper titled:

"A Sociological and Legal Analysis of Default Dispute Resolution in Credit Agreements Between BPR Pesisir Akbar (BUMD BIMA) and Customers Using the State Attorney Prosecutor."

The problem formulation contains article questions that must be explained in the discussion and answered in the conclusion.

METHOD

This study employs qualitative analysis, which is descriptive in nature, utilizing data in the form of words and interviews conducted directly by the researcher. Qualitative research methodology involves in-depth analysis, examining the process of resolving default disputes between BPR Pesisir Akbar (BUMD Bima) and its customers through the Attorney General's Office.

RESULTS AND DISCUSSION

Overview of BPR Pesisir Akbar (Bima City)

Profile of BPR Pesisir Akbar.

BPR Pesisir Akbar is a financial institution that collects public funds in the form of savings and distributes them as loans or other financing mechanisms to improve the living

standards of communities engaged in traditional businesses or those operating based on sharia principles. It does not provide transportation-related services.

BPR plays a crucial role in mobilizing funds and offering credit facilities to the public. The establishment of rural banks (BPR) stemmed from the need to assist farmers, clerks, and laborers in breaking free from the grip of moneylenders who imposed excessively high-interest rates.

BPR Pesisir Akbar Bima was founded in 2007 in Bima, West Nusa Tenggara (NTB). The bank's headquarters is located on Sultan Muhammad Salahuddin Street, Panda, Palibelo, Bima, West Nusa Tenggara, 84173, Indonesia. As of 2013, the bank operated with one main office, seven branch offices, and two service offices spread across Bima, NTB.

Vision and Mission of BPR Pesisir Akbar

The vision and mission of BPR Pesisir Akbar Bima align with the objectives set by PT BPR Pesisir Akbar, as follows:

1. Vision:

To promote the development and advancement of the people's economy, particularly for coastal communities and their surrounding areas.

2. Mission:

Mobilizing funds from coastal communities through time deposits, savings accounts, or other equivalent financial instruments.

3. Providing low-interest credit facilities.

Offering financing to customers based on a profit-sharing principle in accordance with national regulatory provisions.

Organizational Structure of BPR Pesisir Akbar

An organizational structure is a systematically arranged framework that defines relationships among positions within an organization. Establishing an organizational structure requires careful consideration to ensure that each role aligns with its designated responsibilities.

Achieving an organization's objectives is not an easy task and requires well-planned strategies. Consequently, BPR Pesisir Akbar Bima has developed an organizational structure that connects various roles and functions within the institution. Leadership transitions within the organization are not arbitrary and must be entrusted to individuals with expertise in the respective fields. By implementing a structured, efficient, and effective organizational system, the company can more easily achieve its vision and mission.

Business Operations of BPR Pesisir Akbar (Bima City)

BPR Pesisir Akbar Bima offers various financial services to its customers. The institution provides several flagship products, including savings accounts, credit services, and deposits.

Among its notable savings products are:

1. TAMASIR: Savings for coastal communities.
2. TIRAM: Savings for the general public.
3. TAUHID: Savings for Hajj and Umrah preparation.

Implementation of Credit Agreements at BPR Pesisir Akbar Bima

Credit System of BPR Pesisir Akbar Bima

The loans at BPR Pesisir Akbar Bima follow the Bank Implementing Loan Scheme, operated by the Coastal Community Empowerment program under the Directorate General of Marine, Coastal, and Small Islands, Ministry of Marine Affairs and Fisheries. This program operated for four years, from 2004 to 2007. So far, 277 microfinance institutions (MFIs) have

been established across coastal regions in Indonesia. This is a significant achievement, as these MFIs make it easier for coastal communities to access funds to expand their businesses.

The loan agreement process at PT BPR Pesisir Akbar Bima begins with filling out a form and providing copies of identification documents (KTP, SIM, or passport). If married, applicants must submit a copy of their marriage certificate and family card (KK). Following this, an interview is conducted between the debtor and the creditor. BPR Pesisir Akbar Bima then performs a credit analysis to assess the feasibility of the loan application, determining whether the applicant has the capability and willingness to fulfill their repayment obligations.

If the credit analysis is successful, BPR Pesisir Akbar Bima proceeds with the credit agreement and loan disbursement for its customers.

Rights and Obligations of the Parties

Customer Rights

Article 4, Chapter III of Law Number 8 of 1999 on Consumer Protection explicitly outlines consumer rights, which include:

1. The right to comfort, safety, and security when consuming goods and/or services.
2. The right to choose goods and/or services and to receive them according to the agreed value, condition, and guarantee.
3. The right to accurate, clear, and honest information regarding the condition and guarantee of goods and/or services.
4. The right to express opinions and complaints regarding the goods and/or services used.
5. The right to advocacy, protection, and appropriate dispute resolution efforts.
6. The right to consumer advice and information.
7. The right to fair, honest, and non-discriminatory treatment.
8. The right to compensation, reimbursement, and/or replacement if the goods and/or services received do not match the contract or are defective.
9. Any other rights stipulated by applicable laws and regulations.

Customer Obligations

Customers are generally required to monitor and analyze key financial indicators that may signal potential problems within the bank. Customers must:

1. Fill out and sign the forms provided by the bank according to the requested service.
2. Meet the requirements set by the bank.
3. Make the initial deposit required by the bank, which varies depending on the type of service requested.
4. Provide the initial capital deposit set by the bank.
5. Submit checkbooks, giro slips, or savings account details.

Bank Rights

BPR Pesisir Akbar Bima has the following rights:

1. To receive commission fees for services provided to clients.
2. To refuse payments that do not meet the agreed requirements.
3. To auction collateral assets if the customer fails to repay the loan as per the signed loan agreement.
4. To terminate a customer's account if necessary.
5. To obtain checkbooks, giro slips, savings books, or credit cards if an account is closed.

Settlement of Loan Defaults in Credit Agreements at BPR Pesisir Akbar Bima

Overview of Loan Defaults at BPR Pesisir Akbar Bima

Loan default occurs when a debtor is negligent or deliberately fails to meet their obligations. Default means failing to fulfill the agreed commitments in a contract. This can occur due to negligence, breach of promise, or failure to execute contractual duties.

Data on customers indicate that BPR Pesisir Akbar Bima experienced a default rate of 3.38% in 2020, affecting 562 customers, with 19 cases classified as defaults. Of these cases, 18 were resolved through extrajudicial means, representing 3.20%, while one case (0.18%) required judicial proceedings.

Customers cited economic downturns as the primary reason for their inability to repay loans. Most borrowers were fishermen, whose incomes fluctuated, affecting their ability to meet loan obligations. Additionally, some customers used their loans as business capital, but a decline in local purchasing power led to financial losses, resulting in payment delays.

A specific case of default occurred on September 28, 2017, when a loan extension agreement (addendum) No. 201851/BPR/19/2017 was signed by debtor Rini Rikasari. She borrowed IDR 177,000,000 (One Hundred Seventy-Seven Million Rupiah) for a 60-month term, due on September 28, 2022. A loan disbursement receipt was signed by both the plaintiff and the defendant on September 28, 2017.

To determine whether Rini Rikasari's case qualifies as a default, it is necessary to refer to the legal definition of agreements under Article 1313 of the Indonesian Civil Code (KUHPerdata). It states that an agreement is an event where one party promises something to another, or two parties mutually agree to perform certain obligations. Furthermore, Article 1320 of the Civil Code outlines the essential requirements for a valid contract, where each party is responsible for fulfilling its commitments.

In Rini Rikasari's case, her default could fall into one of the following categories:

1. Failure to fulfill the agreed obligation.
2. Partial fulfillment of the obligation but not as agreed.
3. Delayed fulfillment of the obligation.
4. Performing an act that was agreed to be avoided.

Her case appears to fall into the category of partial fulfillment but not as agreed.

Resolution of Loan Defaults in Credit Agreements at BPR Pesisir Akbar Bima

BPR Pesisir Akbar Bima resolves loan defaults through two approaches: judicial and extrajudicial processes. Judicial resolution involves legal proceedings, whereas extrajudicial settlement provides a faster, more efficient, and confidential resolution, minimizing reputational damage to the bank.

Most default cases at BPR Pesisir Akbar Bima were resolved through warning letters (SOMASI) issued to defaulting customers. In some cases, BPR sought legal assistance from the State Attorney at the Bima Prosecutor's Office to prevent financial losses.

For loan defaults, the State Attorney generally opts for non-litigation and litigation approaches:

1. Non-Litigation Approach

BPR Pesisir Akbar Bima's extrajudicial measures involve negotiations with defaulting customers. Of the 19 defaulting customers, 12 settled their obligations after receiving a Warning Letter (SOMASI) from the bank. However, seven customers ignored the warning, prompting the bank to seek legal intervention from the Prosecutor's Office.

The Prosecutor's Office issued an official warning and facilitated arbitration proceedings, prioritizing out-of-court settlements. Of the seven cases referred to the Prosecutor's Office, six were resolved through mediation, where debtors agreed to fulfill their obligations. However, one debtor, Rini Rikasari, refused to comply with the warning letter or settlement demands.

2. Litigation Approach

The litigation process is initiated when extrajudicial efforts fail. In Rini Rikasari's case, she refused to comply with the non-litigation settlement attempts, leading BPR Pesisir Akbar Bima to pursue legal action through the District Court.

BPR Pesisir Akbar Bima submitted a lawsuit to the Bima District Court, referring to Articles 1243 and 1365 of the Indonesian Civil Code (KUHPerdara), which regulate breaches of contract and unlawful acts. These legal provisions state that compensation is due when a debtor fails to meet obligations due to negligence or deliberate intent.

The court ruled in favor of BPR Pesisir Akbar Bima, declaring Rini Rikasari in default. As a result, the bank had the right to auction off her collateral assets to recover the outstanding loan amount.

To minimize defaults in the future, BPR Pesisir Akbar Bima has tightened its credit risk management strategies, including:

1. Strengthening the credit analysis process.
2. Enhancing financial literacy for borrowers.
3. Providing early warnings to customers facing financial difficulties.
4. Establishing a dedicated legal team to handle disputes efficiently.

These efforts have proven effective in reducing default cases and maintaining the bank's financial stability.

CONCLUSION

The case of Rini Rikasari and BPR Pesisir Akbar Bima highlights the importance of credit risk management in the banking sector. The bank initially attempted a non-litigation approach through mediation and negotiation to resolve the default issue. However, due to the debtor's refusal to cooperate, legal action was taken through the District Court, which ruled in favor of the bank. This case underscores the significance of strict credit assessment, borrower education, and proactive risk management to minimize defaults. By implementing these measures, financial institutions can maintain stability while ensuring responsible lending practices.

REFERENCE

- H., Sophar Maru. 2011. *Praktik Peradilan Perdata Teknis Menangani Perkara di Pengadilan*. Jakarta: Sinar Grafika.
- Miru, Ahmadi. 2007. *Hukum Kontrak Perancangan Kontrak*. Jakarta: PT. Raja Grafindo Persada.
- Nazir, Moh. 2014. *Metode Penelitian*. Cet.9. Bogor: Ghalia Indonesia.
- Nugroho, Susanti Adi. 2019. *Manfaat Mediasi sebagai Alternatif Penyelesaian Sengketa*. Jakarta: Premadia Group.
- Rusdiana. 2015. *Manajemen Konflik*. Bandung: Pustaka Setia.
- Jusuf, Muhammad. 2014. *Hukum Kejaksaan*. Surabaya: Laksbang Justitia.
- Soni, dkk. 2020. *Tinjauan Teoritis Manajemen Konflik Sosial dan Hukum*. Bantul: Pandiva Buku
- Sudiarto. 2015. *Negoisasi, Mediasi, & Arbitrase Penyelesaian Sengketa Alternatif di Indonesia*. Bandung: Pustaka Reka Cipta.
- Wiranatha, I Made. 2006. *Pedoman Penulisan : Usulan Penelitian, Skripsi, dan Tesis*. Yogyakarta: Andi.
- Agus Kelana Putra dkk. *Eksistensi Lembaga Kejaksaan Sebagai Pengacara Negara Dalam Penegakan Hukum Di Bidang Perdata Dan Tata Usaha Negara*. *Jurnal Unsyiah Vol 1 Nomor 2*. Agustus 2017
- Nurdiani, Nina. 2014. *Teknik Sampling Snowball dalam Penelitian Lapangan*. *ComTech*, 5(2).

- Budiono, Abdul Rachmad. Peran Jaksa Dalam Perkara Perdata Berdasarkan Pasal 30 Ayat (2) Undang- Undang No 16 Tahun 2004 Tentang Kejaksaan Republik Indonesia. Jurnal Fakultas Hukum Universitas Brawijaya. 2015.
- Fahrudin, Andi. Tugas Dan Wewenang Kejaksaan Di Bidang Perdata Dan Tata Usaha Negara (Studi Kasus di Kejaksaan Tinggi Kalimantan Barat). Tesis Universitas Negeri Makassar. 2013.
- Juristoffel Simanjuntak. Kajian Yuridis Pemberian Bantuan Hukum Jaksa Pengacara Negara Dalam Perkara Perdata Dan Tata Usaha Negara. Ejournal Unsrat Vol VI Nomor 1. Januari-Maret 2018.
- Lukman Hakim. Kewenangan Organ Negara Dalam Penyelenggaraan Pemerintahan. Jurnal Konstitusi Vol IV Nomor 1. Januari 2011.
- Undang-Undang Dasar Negara Republik Indonesia Tahun 1945.
- Undang-Undang Nomor 5 Tahun 1999 Tentang Kejaksaan Republik Indonesia. Undang-Undang Nomor 18 Tahun 2003 Tentang Advokat.
- Undang-Undang Nomor 14 Tahun 2004 Tentang Kejaksaan Republik Indonesia.
- Peraturan Presiden Republik Indonesia No. 38 Tahun 2010 tentang Organisasi dan Tata kerja Kejaksaan Republik Indonesia.
- Peraturan Jaksa Agung Nomor 040/A/JA/2010 Tentang Standar Operating Prosedur (SOP) Pelaksanaan Tugas, Fungsi dan Wewenang Perdata Dan Tata Usaha Negara.
- Peraturan Jaksa Agung RI Nomor: PER-025/A/JA/11/2015 tentang Petunjuk Pelaksanaan Penegakan Hukum, Pertimbangan Hukum, Tindakan Hukum Lain dan Pelayanan Hukum di Bidang Perdata dan Tata Usaha Negara.
- Peraturan Jaksa Agung Nomor: 007/A/JA/08/2016 tentang Perubahan Atas Peraturan Jaksa Agung Republik Indonesia Nomor PER010/A/JA/06/2015 Tentang Rencana Strategis Kejaksaan Republik Indonesia Tahun 2015- 2019.
- <https://business-law-binus.ac.id/2018/12/26/penegakan-hukum-masalahnya-apa/>.
Diakses pada tanggal 2 Januari 2022.
- <https://gugumridho.wordpress.com/2012/09/19/independensi-institusi-kejaksaan/>.
Diakses pada tanggal 26 Januari 2022..