



WORLD CLASS ISLAMIC CYBER UNIVERSITY  
**UNISSULA**  
SULTAN AGUNG ISLAMIC UNIVERSITY

**Sept 5th 2019**

# **THE 5 th INTERNATIONAL AND CALL PAPER**

## **Legal Reconstruction in Indonesia Based on Human Rights**

**Imam As Syafei Building**

**Faculty of Law, Sultan Agung Islamic University**

**Jalan Raya Kaligawe, KM.4 Semarang, Indonesia**

**UNISSULA PRESS**

# The 5<sup>th</sup> PROCEEDING

## *“Legal Reconstruction in Indonesia Based on Human Right”*

**IMAM AS SYAFEI BUILDING**

Faculty of Law, Sultan Agung Islamic University  
Jalan Raya Kaligawe, KM. 4 Semarang, Indonesia

Diterbitkan oleh :  
UNISSULA PRESS

ISBN. 978-623-7097-23-5

The 5<sup>th</sup> PROCEEDING

*“Legal Reconstruction in Indonesia Based on Human Right”*

Reviewer:

Prof. Dr. H. Gunarto, S.H., S.E., Akt., M.Hum

Dr. Hj. Anis Mashdurohatun, S.H., M.Hum

Prof. Henning Glaser

Prof. Dr. I Gusti Ayu Ketut Rachmi Handayani, MM

Prof. Shimada Yuzuru

Prof. Associate Dr. Dr. Ahmad Zaharudin Sani

Editor:

Dr. Amin Purnawan., S.H., CN., M.Hum

Dr. Hj. Widayati., S.H., M.H

Dr. Hj. Sri Endah Wahyuningsih, S.H., M.Hum

Dr. H. Ahmad Khisni., S.H., M.H

M. Abdul Hadi., SE

Hak Cipta © 2019, pada penulis

Hak Publikasi pada penerbit PDIH UNISSULA

Dilarang memperbanyak, memperbanyak sebagian atau seluruh isi dari buku ini dalam bentuk

apapun, tanpa izin tertulis pada penerbit.

Hal I-X, 1-358

Cetakan Pertama Tahun 2019

Penerbit PDIH UNISSULA

Jl. Raya Kaligawe Km. 4 Semarang 50112

PO BOX 1054/SM,

Telp. (024) 6583584, Fax. (024) 6594366

**ISBN. 978-623-7097-23-5**

COMMITTEE OF THE 3rd INTERNATIONAL CONFERENCE  
AND CALL FOR PAPER  
“Legal Reconstruction in Indonesia Based on Human Right”

Responsible Person	: Prof. Dr. H. Gunarto.,S.H.,SE.,Akt.,M.Hum	(Dean)
Advisory	: Dr. Hj. Widayati.,S.H.,MH Arpangi.,S.H.,M.H	(Vice Dean I) (Vice Dean II)
	Dr. Hj. AnisMashdurohatun,S.H,M.Hum	(Head of PDIH)
	Dr. H. Ahmad Khisni.,S.H.,M.H	(Head of M.Kn)
	Dr.H. Umar Ma’ruf, SH.,Sp.N.,M.Hum	(Head of MIH)
	Kami Hartono.,S.H.,M.H	(Head of S1)
Chairwoman	: Dr. Hj. AnisMashdurohatun,S.H,M.Hum	(Head of PDIH)
Secretary	: Dr. Hj. Sri Endah Wahyuningsih,S.H,M.Hum	(Secretary of PDIH)
Treasurer	: Dr. Hj. Sri Kusriyah.,S.H.,M.Hum	(Secretary of MIH)
Drafting Team	: Dr. H. Amin Purnawan.,SH.,CN.,M.HumH Denny Suwondo.,S.H.,M Hj. AryaniWitasari.,S.H.,M.H	
Event Division	: Erna Sunarti.,S.S.,M.H	
Secretariat and Supplies Division		
Coordinator	: M. Abdul Hadi.,SE	
Member	: Slamet Ariyanto Dyan Teguh Aryanto, Amd M. Ngaziz.,S.H.,M.H Hendro Widodo.,S.H.,M.H NailulMokorobin.,S.Psi AgusPrayoga	
Publication and Documentation Division	: Ikrom.,S.H	
Member	Ahmad Mutohar.,S.H Achmad Arifullah.,S.H.,M.H	
Consumption Division	: Shinta Pratiwi	
Member	Latifah Rosdiyati.,S.E Siti Pardiyah Laili Rohmah.,S.E Laila Najihah.,S.H	
Receptionist	: Riftia Anggita W.S.,S.H M Auliana	
General Assistant	: Riswanto Nur Alamsyah Rofiq	
Security	: Rohmani Arif	
Driver	: Irwanto	



## PREFACE

First of all, let's say Thanks to Allah, who has been giving us guidance, happiness, healthy, and mercy, so we can finish this conference proceeding without any obstacles. Praise and salutation upon our prophet Muhammad saw the last messenger, the best figure of this universe; the person who was able to save us from Jahiliyah era.

We would like to extend our thanks to the invited speakers: Prof. Henning Glaser from Thammasat University, Prof. Shimada Yuzuru from Nagoya University, Hilaire Tegnau, Ph.D from Sorbone University, Prof. Topo Santoso From Indonesian University, and Dr. Sri Endah Wahyuningsih, S.H., M.H from Sultan Agung Islamic University.

This was our fourth International conference and call for paper held by Faculty of Law, Sultan Agung Islamic University. This annual conference tries to gain any information and studies done by academician and practitioner in the concerned field to be discussed as guidelines to exchange and talk about views on the most important recent on Legal Construction and Development focusing on The Role of Indigenous and Global Community in Constructing National Law happens in both developed and developing countries and its role in shaping a good future, and to discuss the challenges and practical aspects in integrating competition law enforcement and guidelines to develop legal state in accordance with the diversity of all countries around the world. We hope this conference brings benefit for both participants and our faculty.

We are pleased to have your critique, suggestion and correction in order to make us better. Finally, we do thanks to all who helped this conference. May Allah guide us to always develop useful knowledge for human being.

## PROCEEDINGS

### The 5<sup>th</sup> International Conference and Call for Paper Faculty of Law 2019 Legal Reconstruction in Indonesia Based on Human Right

#### Table of Contents

<i>FRONT PAGE</i> .....	<i>I</i>
<i>Information of The International Seminar</i> .....	<i>III</i>
<i>Committee Composition</i> .....	<i>IV</i>
<i>PREFACE</i> .....	<i>V</i>
Fulfillment Of Teacher Protection Rights <i>Yenny AS, Rini Setiawati</i> .....	<i>I</i>
Legal Reconstruction Of Laws Regarding Human Rights Through Judicial Re- view To The Constitutional Court <i>Umar Ma'ruf</i> .....	<i>13</i>
Legal Analysis Of Social Security Transformation And The Reality Of Its Implementation In The Community In Indonesia <i>Siti Ummu Adillah, I Gusti Ayu Ketut Rachmi Handayani ,Adi Sulistiyono</i> .....	<i>30</i>
Increasing Voluntary Compliance Of Tax Payments In Micro Small And Medium Enterprises (Msmes) Post-Issuance Of Government Regulation Number 23 Of 2018 (Case Study In Semarang City) <i>Amin Purnawan, Akhmad Khisni, Aryani Witasari</i> .....	<i>41</i>
Legal Analysis Of Racist Exams In Surabaya Papua Dormitory <i>Ma'aruf Akib</i> .....	<i>50</i>
Reconstruction Of Misdemeanor Settlement Based On Pancasila Value <i>S. Andi Sutrasno</i> .....	<i>57</i>
Urgency Of Legal Assistance For Poor People As A Request Of Human Rights <i>Adhi Budi Susilo, Indra Yuliawan</i> .....	<i>63</i>
Reconstruction Of Article 156 Paragraph (1) Of Law Number 13 Year 2003 Regarding Manpower As A Guideline For The Provision Of Workers' Rights Based On Justice <i>Rahmatsyah</i> .....	<i>67</i>
Problematic Presidential Electoral Threshold In The Operation Of Value-Based Simultaneous Justice <i>Widayati , Winanto</i> .....	<i>73</i>

Reconstruction Of Learning Methods In Criminal Law Subjects Using Inquiry Methodsbased On Human Rights And Islamic Values <i>Ira Alia Maerani, Eko Sopyono, Nuridin</i> .....	82
Reconstruction Of Criminal Sanction And Rehabilitation Combating On Narcotic's Victims Based On Religious Justice <i>Carto Nuryanto, Gunarto, Anis Mashdurohatun</i> .....	91
Study of the theory of Legal Protection Against Online High Yield Investment Program Contracts in Indonesia (HYIP) <i>muhamad Iqbal al Hakiem,aryani witasari</i> .....	96
Reconstruction Completion Of The Crime Of Light On Value Pancasila <i>Andi S. Sutrasno</i> .....	102
Law Reconstruction Of Registration On Fiduciary Obligation Based On Justice Value <i>Wieke Dewi Suryandari ; Gunarto; Amin Purnawan</i> .....	108
Reconstruction Of Transport Regulatory On Marine Toll To Support Sea Connectivity Based On Pancasila Justice <i>Hartanto, Gunarto, Anis Mashdurohatun</i> .....	114
Reconstruction Of Scientific Investigation In Indonesia Based On Justice <i>Teguh Prihmono; Gunarto, Sri Endah Wahyuningsih</i> .....	120
Legal Construction On Training Ship Management Belongs To Human Resources Development Of Transportation (Bpsdmp) Based On Dignity Justice Value <i>Wahyu Wibisono, Gunarto, Anis Mashdurohatun</i> .....	126
Protection Of Law Refugees/Asylum Seekers In Indonesia (As A Transit State) No Ratify 1951 Convention Of And The 1967 Protocol <i>Muhammad Djamir</i> .....	133
Reconstruction Of Legal Policy On Decency Crime In Indonesia Based On Pancasila Value (Lgbt Rehabilitation Institute For Children) <i>Cucuk Kristiono, Gunarto, Anis Mashdurohatun; Suparji</i> .....	144
Legal Protection Against Indonesian Workers (Tki) In Abroad <i>Yaya Kareng ,Ong Argo Victoria ,Sri Yulianingsih</i> .....	149
Recontruction Of Auction Execution Of Mortgage Object In Determine The Auction Price Based On Justice <i>Moh Djarkasih**</i> .....	158

Reconstruction Policy Of Sanctions Against Destruction Of Evidence Illegal Fishing Based Small Fishing Welfare Values <i>R. Juli Moertiyono</i> .....	165
Reconstruction Of Legal Policy Interfaith Marriage In Indonesia <i>Moh. Zeinudin, Dian Novita</i> .....	179
Reform Of Couple Sexual Rights Protection In Case Of Diseases Hiv / Aids In Indonesia <i>Nana Ruhyana</i> .....	186
Legal Protection Against Disability In Getting Work <i>Oktavianto Setyo Nugroho</i> .....	193
Reconstruction Of Authority To Arrest In Doing Judge Accused Of Value-Based Justice <i>Agus Sugiarto</i> .....	203
Enforcement Of Criminal Law In False News (Hoax) Management According To Law No. 11 In 2008 That Has Been Amended To Be Law No.19 Of 2016 Concerning Electronic Information And Transactions In Islamic Law And Positive Laws <i>Yanto Irianto</i> .....	208
Reconstruction Validity Legal Deeds Are Dealing With Children In The Process Of Law Criminal Justice System Based Child Justice <i>Asep Hermawan</i> .....	220
Reconstruction Of Performance Assessment Of Drinking Water Companies (Pdam) Based On Consumer Protection <i>Bustaman</i> .....	225
Reconstruction Legal Rights Associated With A Warranty Not A Bank Debt <i>Euislistianti</i> .....	229
Reconstruction Of Operational System As A Community Economic System Based On Welfare <i>Abbas Ibrahim Idris</i> .....	234
Reconstruction Of Criminal Responsibility For Actors Prostitutorial Criminal Justice In The Criminal Justice Based On Value <i>Iwan Rasiwan</i> .....	242
Reconstruction Of Legal Drinking Water Management Company (Pdam) Based On Justice <i>Suharyadi</i> .....	248



Reconstruction Of Private Criminal System Implementation In The Commitment Values In Indonesia Justice <i>Sumanto</i> .....	252
Reconstruction Of Justice Law Protection Law Protection <i>Wamyani</i> .....	260
Criminal Code Draft Law And Development In Indonesia <i>Nany Pujianti Suwigjo</i> .....	265
Deconstruction of the Principle of Legal Thinking <i>Sriyati</i> .....	270
Development Of The Law Of Complete Systematic Land Registration (Ptl) And Effect Of Conduct Values of Land Based On Dignify Justice In The District Of Kendal, Central Java <i>Desy Dwi Nurhayati Hartanti</i> .....	279
Interpretation Teaching Of Human Rights Laws Against Material In Corruption Provisions <i>Burham Pranawa, Hartiwiningsih, Hari Purwadi</i> .....	293
Reconstruction Of Article 156 Paragraph (1) Of Law Number 13 Year 2003 Regarding Manpower As A Guideline For The Provision Of Workers' Rights Based On Justice <i>Rahmatsyah</i> .....	301
Law Due To Delay The Registration Under Fiduciary Guarantee Pmk No 130 / Pmk.010 / 2012 <i>Jaenudin Umar</i> .....	307
The Effectiveness Of The Handling Of The Criminal Acts Of Light Tend To Be Settled Judicial Custom <i>Supena Diansah</i> .....	313
Interpretation Human Rights Law Against The Teaching Material In Corruption Criminal Offenses <i>Burham Pranawa, Hartiwiningsih, Hari Purwadi</i> .....	319
Urgency Of Legal Assistance For Poor People As A Request Of Human Rights <i>Adhi Budi Susilo, Indra Yuliawan</i> .....	327
Independence Institute Of Justice And Judge In Perspective Judicial Reform Blueprint 2010 - 2035 <i>Ahmad Agus Bahaudin</i> .....	331

Policies Against Crime Criminal Law Made By Children <i>Achmad Arifulloh</i> .....	341
Law Enforcement Of Law Number 23 Of 2004 In Preventing Efforts Human Rights Violations In Indonesia <i>Andri Winjaya Laksana , Lathifah Hanim</i> .....	350
Position Of Agreement On Land Acquisition For Development For Public Interest <i>Djoni Sumardi Gozali</i> .....	359
The Village Fund As Indonesian Social Welfare Program: The Gap Between Regulatory And Practice (A Study On Penal Perspective) <i>Ifrani*</i> .....	367
The Finality Of Arbitration: The Pros And Cons Of The Court's Power To Setting Aside Arbitral Awards In Indonesia <i>Yati Nurhayati</i> .....	376
Reconstruction Of Learning Methods In Criminal Law Subjects Using Inquiry Methods Based On Human Rights And Islamic Values <i>Ira Alia Maerani, Eko Soponyono, Nuridin</i> .....	382
Improvement of the Presidential System in Concurrent Elections <i>Endro Wibowo Aji</i> .....	391
Restorative Justice and Penal Mediation in Resolving Cases of Children Confronting the Law in Indonesia <i>Agustinus Dian Leo Putra</i> .....	398
Criminological Aspects of Corruption Crime <i>Angga Kusumah</i> .....	405
Policy Online Single Submission (OSS) System as a Public Service Innovation in the Field of Environmental Licensing <i>Haris Fadillah Harahap</i> .....	413
The Relevance of Civil Law and Common Law Systems in Regulating Standard Contract Law in Indonesia <i>Iman Fathurrahman</i> .....	421

Legal Politics In Erading Money Launching Criminal Actions In Indonesia <i>Abdul Haris</i> .....	427
The Legal Politics Of The State Defense Industry In Indonesia <i>Ade Christian Manapa</i> .....	433
Political Directions For Land Law On Land Property Rights For The People <i>Aga Wigana</i> .....	438
Political Form Of Pre-Justice Law In Law Enforcement In Indonesia <i>Apromico</i> .....	443
Inner Legal Political Strategy Prevention Of Radicalism In Indonesia <i>Beno</i> .....	448
The Government's Efforts Through Legal Politics In Hajj Management <i>Dhanar Dhono Vernandhie</i> .....	453
Political Law Of Regional Autonomy As The Management Of Local Government <i>Eka Damayanti</i> .....	458
Responsibility Of Corporate Crimes In Criminal Actions Of Narcotics <i>Himawan Aji Angga</i> .....	464
Juridical Review of The Existence of Notary Prohibitions on The Office of The Curator <i>Nurchahyo Pratomo Widodo</i> .....	469
The Legal Strength of Covernote and Notary Responsibility for The Making of a Covernote as a Legal Product Not Regulated by Notary Laws <i>Arif Bahtiar Jefry</i> .....	474
Role of Notary / PPAT in Making Authentic Assets Towards False Document Description <i>Kanzu Khirzul Yaman</i> .....	479
Legal Review of Personal Warranties Made Against The Notary of Lending <i>Nur Chamid</i> .....	484

Harmonization in Regulation of Heritage Certificate by Notary in Sociolegal Perspective <i>Desi Wulan Anggraini</i> .....	488
Legal Protection of The Wife's Property in Marriage by Making a Marriage Agreement Made in a Notary Provision <i>Nur Ismi Hanifah</i> .....	492
Legal Due To The Implementation Of Absolute Authorization In The Sale And Purchase Agreement Before The Development Of Sale And Purchases <i>Bayun Kismantoro</i> .....	496
Political Laws Notary Honor Assembly <i>Muhammad Wildan Mahindra</i> .....	500
Role of Notary in The Making of Deal of Sale and Buy Agreements to Support National Development <i>Ika Yulia Ningrum</i> .....	506
Legal Due to The Implementation of Public Business Credits with Guarantee of The Rights of Liability Made in Notary <i>Riska Fauziana</i> .....	511
Implementation of Credit Agreement Through Notary Notary And Its Legal Due When Performance Occurs <i>Iqbal Rino Akta Pratama</i> .....	515
Implementation of Court Determination on The Sell and Purchase Process Towards Officials of Land Associates who are Herities Under The Age <i>Zaenal Arifin</i> .....	519
Authority of The Notary Regional Supervisory Assembly to Issue a Client's Document Return Order <i>Adi Candra Saputra</i> .....	524
Implementation of Management and Environment of Damaged Land <i>Agil Aladdin</i> .....	528

# Implementation Of Credit Agreement Through Notary Notary And Its Legal Due When Performance Occurs

Iqbal Rino Akta Pratama

Student of Master of Notarial Law, Faculty of Law, Universitas Islam Sultan Agung (UNISSULA)  
email [iqbalrino4343@gmail.com](mailto:iqbalrino4343@gmail.com)

## Abstract

*The purpose of this research is to know implementation of the credit agreement through the Notary Deed at Bank Jateng Banjarnegara, to find out obstacles and solutions in the credit agreement with the notary deed at Bank Jateng Banjarnegara, as well as to find out the legal consequences of Bank Jateng Banjarnegara when the debtor is in default.*

*In this paper, the writer uses the normative juridical method. The conclusions of this research are 1. Implementation of the credit agreement through the Notary Deed at Bank Jateng Banjarnegara, as outlined in the Credit Agreement (for general credit through a notary deed, while credit for employees through a standard agreement prepared by Bank Jateng Banjarnegara), 2. Obstacles and the solution in the credit agreement with the deed of notary at Bank Jateng Banjarnegara, is a). is located at a distance between the Notary's office and the Bank, especially the Capem and the land office, which is quite far away, the solution is for the notary to provide data information such as specification characteristics in accordance with the collateral to the BPN office by using a telephone that connects the Notary with the BPN office, b). have not changed the name, The solution is The notary must double check and make the certificate back in the name of the current owner or the notary must present the owner of the old certificate to be asked for a signature. 3. The legal consequences of Bank Jateng Banjarnegara when a default debtor occurs is to carry out peaceful credit rescue steps as well as restructuring, and settlement through legal channels.*

*Keywords: Credit Agreement, Notary Deed, Default.*

## A. INTRODUCTION

Lending is a form of bank business activity related to the distribution of bank funds to the public which can be utilized by economic actors to develop and enlarge their businesses, either directly or indirectly, which can help generate income distribution in society. Apart from developing a business, banking credit facilities can also be used by the community to meet their secondary needs, such as for the purchase of houses, electronic goods, vehicles, and others.

The term credit agreement in Act Number 10 of 1998 concerning Banking itself is not mentioned, but we can find the term in Cabinet Presidium Instruction Number 115 / EKA / 10 1966 which is addressed to the banking community. The instruction states that in the provision of any credit, banks are required to use a credit agreement contract.

According to R. Subekti<sup>1</sup> Article 1754 of the Civil Code concerning lending and borrowing has a meaning identical to a bank credit agreement.

Bank Jateng Banjarnegara to develop or improve small businesses provided to small entrepreneurs and fixed income groups with low interest, through a general credit facility. The purpose of providing general credit is so that the wheels of the economy in the Banjarnegara community will turn back and for Bank Jateng Banjarnegara will get profit from its business. The activity of channeling funds to the public through general credit, although it has been carried out on a prudent basis, there is a very high possibility of defaulting debtors, because there are many factors or constraints in payment each month. Policies for settlement of defaulters are

---

<sup>1</sup> R. Subekti, 1985, *Hukum Perjanjian*, PT Intermasa, Jakarta, p. 13



needed so that funds that have been spent can be saved. Given the importance of the problem of settlement of credit against debtors who are in default,

The formulation of the problem is as follows:

1. How is the implementation of the credit agreement through the Notary Deed at Bank Jateng Banjarnegara?
2. What are the obstacles and solutions in the credit agreement with the notary deed at Bank Jateng Banjarnegara?
3. What is the legal consequence of Bank Jateng Banjarnegara when the debtor is in default?

## **B. DISCUSSION**

### **1. Implementation of Credit Agreement through Notary Deed at Bank Jateng Banjarnegara.**

Based on the research results, it can be seen that credit services by Bank Jateng Banjarnegara are provided to people with fixed income and small entrepreneurs. To reduce the risk of loss in lending, a credit guarantee is required. Muhamad Djumhana,<sup>2</sup> explaining that in a credit guarantee agreement, the following must be considered;

- a. Basic collateral consisting of movable and immovable property, and claims directly related to business activities, which are financed by credit.
- b. Additional guarantees can be
  - 1) Personal guarantees or corporate guarantees made in notarial as well as bank guarantees;
  - 2) Immovable property and movable property that are not guaranteed as basic collateral. In general, in the form of land certificates from the Land Office, BPKB and other proof of ownership documents, must be stored in a special, durable file;
  - 3) Borrowing documents that are under the control of the bank to the customer is not allowed if the

borrower is intended for matters of affairs with authorized agencies, the customer can ask the bank for assistance.

Based on the results of the research linked to Article 1 paragraph 11 and Article 29 paragraph 3 of the Banking Law, it can be described that the implementation of the credit agreement through a Notary Deed at Bank Jateng Banjarnegara, is set forth in a Credit Agreement (for general credit through a notary deed, while credit for employees through a standard agreement prepared by Bank Jateng Banjarnegara). A notarized credit agreement deed will be very beneficial for the bank, regarding the strength of its proof, but in practice making a credit agreement with a deed under the hand / standard agreement can also provide a guarantee of execution.

### **2. Barriers and solutions in the credit agreement with a notary deed at Bank Jateng Banjarnegara.**

- (1). Barriers originating from the bank
  - a. Bank officer negligence, insufficient or incomplete documents from the debtor due to negligence of bank officers, due to expired KTP. The notary's solution in dealing with this obstacle is to appeal to bank officers so that in receiving credit application requests from clients, they need more attention to focus on examining formal requirements.
  - b. The head of the credit section concerned was unable to do so. The notary's solution in dealing with this obstacle is to immediately instruct the bank leadership from the branch office to appoint a temporary replacement head of the credit section so that the disbursement of loan funds is not too late.
  - c. The distance between the partner's Notary office and the Central Java Bank office is far (especially Capem). Because the distance between the PPAT Notary Office as a partner of Bank Jateng Banjarnegara, especially

<sup>2</sup> Muhamad Djumhana, 2003, *Hukum Perbankan di Indonesia*, PT Citra Aditya Bakti, Bandung, p. 401

the sub-branches, is quite far, this makes the process of making credit agreements somewhat disturbed. In addition, the distance between the PPAT Notary Office and the Central Java Bank office is quite far from the National Land Agency office which causes time-consuming checking of collateral with Mortgage Rights which causes the process of making the agreement to be delayed to one to two days due to waiting for reports on whether collateral can be used as collateral or not.<sup>3</sup> The PPAT notary's way of dealing with this and shortening the process is by providing data information such as the specification characteristics that match the collateral to the BPN office by using a telephone that connects the Notary with the BPN office.

(2). Barriers that come from a Notary.

- a. There is a lack of thoroughness from the notary. The solution made by the notary in dealing with client requests in making deeds needs to pay more attention to focus on examining formal requirements.
- b. Has not returned the name of the certificate used as the Mortgage and the accuracy of the promise by the debtor customer. Notary's solution before making a credit agreement, the parties concerned in making the agreement must check together about the certainty of the certificate so that there is no finding that the certificate has not been transferred by the time the agreement is made, besides that the parties concerned must actually agree on time that has been determined together.

### 3. The legal consequences of Bank Jateng Banjarnegara when a debtor defaults

The various forms of default known so far are:

- a. The debtor is not performing at all;
- b. The debtor has made a mistake;
- c. The debtor is late in achievement<sup>4</sup>

Operational provisions for handling non-performing loans in accordance with Bank Indonesia Circular Letter Number 26/4 / BPPP dated May 29, 1993 can be reached in several ways, namely;

1. Rescheduling (rescheduling);
2. Requirements of return (reconditioning);
3. Restructuring.

Non-performing credit settlement other than credit administration is through legal channels, including:

1. Through the State Receivables Affairs Committee and the State Receivables Affairs Agency.
2. Through the Judiciary.
3. Through Arbitration or Alternative Dispute Resolution Bodies<sup>5</sup>.

Based on the results of research on data A.3.1), A.5 related to J. Satrio's opinion, it can be described that the debtor's default at Bank Jateng Banjarnegara was not carrying out what had been agreed. Then based on the results of research on data A.5.a, and b, as well as A.5.c, it can be seen that Bank Jateng Banjarnegara took legal action against debtors who were in default, namely through peaceful settlement or restructuring, if it has been maximally attempted through warning I, II, III, and unsuccessful, then through legal channels, if restructuring or peaceful settlement efforts have been maximally attempted and have not been successful.

### C. CLOSING

Based on the description above, it can be concluded that:

- a) The implementation of a credit agreement through a Notary Deed at Bank Jateng Banjarnegara, is set forth in a Credit Agreement (for general credit through a notary deed, while credit for employees is through a standard agreement prepared by Bank Jateng Banjarnegara). A notarized

<sup>3</sup> Results of interviews with Mr. Sgt, Credit Section

<sup>4</sup>J.Satrio, 1992, *Hukum Perjanjian, Perjanjian Pada Umumnya I*, PT Citra Aditya Bakti, Bandung, p. 122

<sup>5</sup>Muhammad, Djumhana, op.cit.,pP. 433

credit agreement deed will be very beneficial for the bank / creditor, regarding the strength of the proof, however in practice making a credit agreement with a deed under the hand / standard agreement can also provide a guarantee of execution.

- b). The obstacles and solutions in the credit agreement with the notary deed at Bank Jateng Banjarnegara, are (a). The distance between the Notary Office and the Bank, especially Capem and the Land Office is quite far. The solution is for the notary to provide data information such as the characteristics of the specifications in accordance with the collateral to the BPN office by using a telephone that connects

the Notary with the BPN office. b). certificates belonging to customers who have not been named, the solution is. The notary must double check and make the certificate back in the name of the current owner or the notary must present the old certificate owner to be asked for a signature.

- c) The legal consequences of Bank Jateng Banjarnegara when a default debtor occurs is to carry out peaceful credit rescue and restructuring, and settlement through legal channels, if peaceful efforts or restructuring have been maximally attempted and have not been successful.

### **BIBLIOGRAPHY**

- Muhamad Djumhana, 2003, *Slavery Law in Indonesia*, PT Citra Aditya Bhakti, Bandung  
J. Satrio, 1992, *Agreement Law (General Agreement)*, PT Citra Aditya Bakti., Bandung  
R. Subekti, 1978, *Agreement Law*, PT Intermasa, Jakarta  
Interview with Mr. Sgt, Credit Section of BPD Banjarnegara