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Legal Analysis of Legal Protection and Legal Remedies of Creditors Against The Use of Fake Debtor Identities in Banking Credit Distribution

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Abstract. *This study examines the forms of legal protection for creditors and the legal liability of debtors regarding the use of false identities in banking credit distribution. The rapid development of the banking sector has provided convenience in credit applications, yet it also introduces various legal risks, notably the falsification or use of fake identities by prospective debtors to obtain credit facilities. The primary issues analyzed include the forms of legal protection available to creditors and the legal accountability of debtors using false identities. This research employs a normative juridical method utilizing statutory and conceptual approaches. The legal materials consist of primary, secondary, and tertiary legal sources analyzed through a descriptive-qualitative method. The findings indicate that legal protection for creditors is divided into preventive and repressive measures. Preventive protection is implemented through the application of prudential principles, credit analysis based on the 5C principles (character, capacity, capital, collateral, condition of economy), identity verification, and checks through the Financial Information Services System (SLIK). Repressive protection is provided through civil remedies (lawsuits for breach of contract or unlawful acts) and criminal law mechanisms against the perpetrators. Furthermore, the legal liability of debtors using false identities is multi-layered and comprehensive, encompassing civil liability, criminal accountability (such as fraud and document forgery under the Criminal Code), and accountability under the Personal Data Protection Law when utilizing another party's identity without authorization.*

Keywords: *Banking Credit; Debtor's Legal Liability; Fake Identity; Legal Protection.*

1. Introduction

Article 1 Paragraph (3) of the 1945 Constitution of the Republic of Indonesia affirms that Indonesia is a state based on law. Legal certainty, justice, and protection for all legal subjects are guaranteed when all activities in social, national, and state life, including in the economic and banking sectors, are carried out in accordance with applicable legal provisions. This principle guarantees this.

The need for public funding continues to increase in line with national economic development. Economic growth has enabled communities to meet their basic, secondary, and tertiary needs. However, not all members of society have the financial capacity to fully cover these needs.

To meet basic needs without neglecting the desire to keep up with the latest technological trends, people often need to reassess their spending priorities when faced with limited funds. This is where financial institutions play a crucial role, helping people finance their needs. In the financial world, there are two main types of organizations: banks and non-bank financial institutions. Bank credit facilities significantly support people's economic activity, the use of which has increased due to these conditions.[1]

In such conditions, the existence of financial institutions becomes crucial as a means of providing financing to the public. Financial institutions function to collect funds from those with excess funds (surplus units) and distribute them to those in need (deficit units). Through this intermediary function, financial institutions play a role in increasing investment activity, facilitating the flow of money, encouraging business growth, and supporting national economic development.[2]

Banks are one of the financial institutions that play a strategic role in the Indonesian economy. Banks act as intermediaries by collecting funds from the public in the form of deposits and channeling them back to the public in the form of credit or other financing. Credit distribution is one of the primary activities of banking because, in addition to generating profits for the bank, it also provides access to financing for the public to meet both consumptive and productive needs, which is ultimately expected to improve public welfare and national economic growth.[3]

Both directly and indirectly, non-bank financial institutions such as insurance

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[1]Jamal Wiwoho. The Role of Banking and Non-Banking Financial Institutions in Providing Justice to the Community. Legal Issues. Vol. 43 No. 1. 2014. P. 88
[2]Kashmir, Banks and Other Financial Institutions, pp. 7–10.
[3]Hermansyah, Indonesian National Banking Law, Revised Edition (Jakarta: Kencana, 2018), pp. 59–66.

companies, pawnbrokers, pension funds, mutual funds, and finance companies raise capital by selling securities to the general public. Companies involved in financing goods and services without raising funds directly from the general public are known as finance companies.[4].

Financial institutions are required to comply with all relevant laws and regulations when conducting financing activities to support national economic growth. The Financial Services Authority (OJK) oversees the regulations that financing companies in Indonesia must comply with. One such regulation is OJK Regulation No. 35/POJK.05/2018, which governs the business activities of financing companies. The primary objective of this regulation is legal protection for all parties involved in financing relationships, which also seeks to ensure transparency and operational resilience of financial businesses.

Finance companies operate in the form of consumer financing. Consumer financing is defined as the provision of funds to consumers to purchase goods or services such as food and clothing, with payments made over a specific period, as stipulated in Article 1, number 7 of Presidential Regulation Number 9 of 2009 concerning Financing Institutions. This scheme eliminates the need for consumers to provide all the funds for a purchase at once, making it easier for them to meet both their consumptive and productive needs.

Essentially, consumer credit and financing are based on the relationship between creditor and debtor. Based on trust, good faith, and legal certainty, this relationship creates rights and obligations that must be fulfilled by all parties involved. Therefore, the credit analysis process by creditors is highly dependent on the accuracy of the prospective debtor's identity and data. A binding agreement is defined as an act in which one or more individuals bind themselves to one or more others, as stipulated in Article 1313 of the Civil Code (KUH Perdata). As a result of this agreement, the parties are legally bound to each other, whether to do something, provide something, or not do something. Through this type of agreement, each party acquires new rights and obligations. Based on Article 1320 of the Civil Code (KUHPerdata), an agreement can only be considered valid if it meets the following four requirements: the parties have the legal capacity to enter into the agreement, there is a clear object of the agreement, and there is a lawful cause.

The principle of freedom of contract, as stated in Article 1338 paragraph (1) of the Civil Code, is the basis for consumer financing as a form of agreement, as long as the agreement meets the requirements for a valid agreement. Book III of the Civil Code adheres to an "open system", which means that anyone is free to make a contract with another party and determine the procedures for its

[4]Aden Ependi, et.al. Education of Banking and Non-Banking Financial Institutions. Journal of Entrepreneurship and Community Innovations. Vol. 3 No. 1. 2024. Pg. 2-3

implementation, both in writing and verbally. In general, there are two types of agreements recognized in the Civil Code: named agreements (nominate) and unnamed agreements (innominate).[5]

When two or more people freely agree to terms and conditions without the intervention of a third party, an agreement is formed. In implementing a consumer financing agreement, the parties are expected to maintain a good relationship and carry out their respective duties in accordance with their rights and obligations.

Essentially, the creditor-debtor relationship is the foundation for offering credit and consumer financing. Based on trust, good faith, and legal certainty, this relationship creates rights and responsibilities that must be fulfilled by all parties involved. A creditor's creditworthiness analysis relies heavily on the accuracy of the information and identity data provided by the prospective debtor.

"However, in these activities, the phenomenon of data falsification by debtors often occurs, such as deliberately changing or hiding their financial or personal information to obtain loans or credit with more favorable terms. In Article 1 paragraph (1) of Law No. 27 of 2022 concerning Personal Data Protection, what is meant by personal data is about individuals who are identified or can be identified individually or combined with other information, either directly or indirectly through electronic or non-electronic systems.

Preventive protection in providing credit includes establishing credit application requirements, such as valid and verifiable debtor identity, administrative and financial documents, proof of ability to pay, the purpose of the credit, and collateral documents, if required. These provisions are in line with Article 8 of Law Number 10 of 1998 concerning Banking, which requires banks to have confidence based on an in-depth analysis of the debtor's faith, ability, and capability to repay their obligations. This assessment includes the debtor's character, ability, capital, collateral, and business prospects.

Analyzing the characteristics of potential customers is crucial. Banks should avoid potential borrowers who provide false identities, falsify documents, provide inaccurate information, have a poor payment history, lack sufficient financial capacity, use credit inappropriately, or provide collateral with unclear ownership. This review is part of the prudential banking principle, which aims to minimize the risk of non-performing loans.

Philosophically, the act of forgery is no longer in accordance with the values of Pancasila, particularly the Second Principle, Just and Civilized Humanity, which implies that everyone is obliged to act honestly, in good faith, and respect the

[5]Salim HS. Contract Law: Theory and Techniques of Contract Drafting. Jakarta: Sinar Grafika. 2017. p. 1

rights and interests of others in every legal relationship. The use of false identities by debtors to obtain credit facilities is an act that is contrary to the values of civilized humanity because it is done through deception that is detrimental to the creditor. Therefore, the state, through legal instruments, is obliged to provide legal protection to the injured party and guarantee the creation of justice, legal certainty, and benefits in the implementation of banking activities. This legal protection is an implementation of the values of Pancasila as the foundation of the state and the source of all sources of law in the national legal system.[6]

Advances in banking services have made it easier to apply for and disburse credit. While this convenience increases the efficiency of banking services, it also poses various legal risks. One common risk is the use of false identities by prospective borrowers when applying for credit. These false identities can be achieved by using falsified documents, inaccurate data, or the identities of others to obtain credit from banking institutions.

Using a false identity when applying for credit is inherently unlawful and potentially detrimental to the creditor. In banking practice, credit is granted based on the prudential banking principle and on trust in the accuracy of the data and documents submitted by the prospective borrower. If the data used is proven to be inaccurate or contains elements of forgery, the creditor may suffer both financial and legal losses, particularly if the borrower fails to fulfill their obligations as stipulated in the credit agreement.

Falsification of data by debtors has significant legal implications, particularly in relation to credit and debt contracts. Creditors extending loans typically rely on accurate and honest information from debtors to assess risk and determine credit terms. From a civil law perspective, the use of false identities in credit agreements raises issues regarding the validity of the agreement and the legal liability of the parties.

In addition to civil legal consequences, the use of false identities by debtors in credit applications also has criminal implications. From a criminal law perspective, using false identities to obtain credit facilities constitutes an act of deception or the use of fraudulent documents to gain personal or other benefits, which can result in losses for the creditor. Such actions not only violate the principle of good faith in contractual relationships but also undermine public trust in the banking system as a financial intermediary institution.

Problems can arise if the agreement in a credit agreement is obtained through a flawed will, for example due to error, coercion, or fraud. Article 1321 of the Civil Code stipulates that an agreement is void if it is given through error or obtained

[6]Kaelan, Pancasila Education, Revised Edition (Yogyakarta: Paradigma, 2016), pp. 120–123.

through coercion or fraud. In the context of credit, the use of a false identity or the provision of deliberately falsified information by the debtor may be related to fraud that influences the creditor's will in granting approval to the credit agreement.

The existence of a defect in will is in principle related to the subjective requirements for the validity of an agreement so that the legal consequence is that the agreement can be canceled at the request of the party whose interests are harmed. This is different from the failure to fulfill the objective requirements of the agreement. If an agreement does not have a specific object or has a prohibited cause, then the legal consequence is that it is null and void. Article 1335 of the Civil Code states that an agreement without a cause or made based on a false or prohibited cause has no force, while Article 1337 of the Civil Code determines that a prohibited cause is a cause that is prohibited by law or is contrary to morality or public order.

With the enactment of Law Number 1 of 2023 concerning the Criminal Code since January 2, 2026, the provisions regarding forgery of documents have been updated. Article 391 paragraph (1) states that any person who makes or forges a document that can give rise to a right, obligation, or debt relief, or which is intended as evidence of something, with the intention of using or ordering another person to use it as if it were true and not forged so that it can cause harm, shall be punished with a maximum imprisonment of six years or a maximum fine of category VI. Furthermore, Article 391 paragraph (2) also stipulates that any person who intentionally uses a forged document as if it were true, if its use can cause harm, shall be punished with the same criminal threat. This provision provides a clearer legal basis for the use of fake identity documents in various legal relationships, including in banking credit agreements.

However, the existence of these criminal provisions does not fully address the issue of legal protection for creditors. Criminal law enforcement is essentially aimed at imposing sanctions on perpetrators of criminal acts, while losses suffered by banks as creditors are not immediately recovered through criminal proceedings. In practice, banks must still pursue various legal protections, including civil mechanisms based on credit agreements, criminal reporting of alleged identity fraud, and administrative measures in accordance with banking regulations. Therefore, there is a close relationship between preventive legal protection through the application of the principle of prudence and repressive legal protection through dispute resolution mechanisms and criminal law enforcement.

Based on the above description, legal protection and creditor legal protection against the use of false debtor identities in bank credit distribution is an important issue to be studied. Therefore, the author wants to conduct research related to the title of Legal Analysis of Creditor Legal Protection Against the Use of False Debtor Identities in Bank Credit Distribution. This study is necessary to determine the form of legal protection available to creditors, the settlement mechanisms that can be taken, and the effectiveness of applicable legal regulations in providing legal certainty and protection for banking institutions in carrying out their intermediary function.

2. Research Methods

This research uses a normative juridical research type, namely legal research conducted by examining library materials or secondary data.[7]Normative legal research is used to analyze positive legal norms governing legal protection, creditor protection, and fraudulent identity. Normative research also allows researchers to interpret statutory provisions.

3. Results and Discussion

3.1. Legal Protection for Creditors Against the Use of False Identities by Debtors in the Banking Credit Distribution Process

The legal relationship between a bank as creditor and a customer as debtor is essentially born from a credit agreement. This agreement creates rights and obligations for each party: the bank is obligated to provide credit facilities in accordance with the agreement, while the debtor is obligated to repay the funds received within the agreed-upon payment terms and conditions.[8]The legal liability of perpetrators who use false identities to obtain credit facilities can be divided into several forms, including civil liability, criminal liability, and liability related to personal data and collateral.

From the perspective of contract law, a credit agreement as an agreement must fulfill the provisions of Article 1320 of the Civil Code (KUHPerdata), namely the existence of an agreement between the parties, the capacity to make a contract, a certain matter, and a lawful cause.[9]Therefore, the identity of the parties in a credit agreement has a very important position because it is related to certainty regarding who the legal subjects are who bind themselves to the contractual relationship.

The use of false identities by debtors in the credit application process raises legal issues because banks grant loan approvals based on information provided by the prospective debtor. Information regarding a prospective debtor's identity, employment, income, address, and financial situation are all factors considered by banks in determining creditworthiness. If such information proves to be inaccurate, the bank's decision to grant credit may be based on circumstances

[7]Soerjono Soekanto, Introduction to Legal Research, (Jakarta: UI Press, 1986), p. 52.

[8]Munir Fuady, Contemporary Credit Law, Bandung: PT Citra Aditya Bakti. P. 5
[9]R. Subekti, Contract Law, Jakarta: PT Intermasa.

that are not in accordance with reality.

This situation demonstrates that the use of false identities is not only an administrative issue but can also impact the validity and enforceability of the legal relationship between the bank and the party applying for credit. If the identity used is that of another person, it is necessary to distinguish between the person named on the credit document and the person actually applying for and receiving the credit facility.

In Indonesia, there are several laws and regulations and systems that can be used as guidelines for legal protection for creditors in the initial stages of providing credit through the application of the principle of prudence. Law Number 7 of 1992 concerning Banking as amended by Law Number 10 of 1998 stipulates that in providing credit, banks must have confidence based on a thorough analysis of the debtor's good faith, ability, and capability to repay their debts as agreed.[10]

These provisions indicate that banks are not permitted to grant credit solely based on trust or one-sided information from prospective borrowers. Banks must conduct an analysis of prospective borrowers before granting credit. The explanation of Article 8 of the Banking Law states that when granting credit, banks must conduct a thorough assessment of the borrower's character, capabilities, capital, collateral, and business prospects.[11]

In banking practice, this principle is known through the 5C analysis, namely character, capacity, capital, collateral, and condition of the economy.[12]Of the five elements, character has a close relationship with the issue of using fake identities because it is related to the assessment of the character, honesty and good faith of prospective debtors.

According to Hermansyah, the principle of prudence is one of the important principles in banking activities that must be implemented in order to maintain public trust and bank health.[13]Therefore, the application of the principle of prudence in providing credit can also be seen as a form of preventive legal protection for banks as creditors.

In cases of false identity use, the application of the principle of prudence should include checking and verifying the identity of the prospective debtor. This verification can be done through identity verification, review of supporting documents, address and employment verification, credit history checks, and

[10]Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, Article 8 paragraph (1).
[11]Explanation of Article 8 of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking.
[12]Kasmir, Banks and Other Financial Institutions, Jakarta: Rajawali Pers.
[13]Hermansyah, Indonesian National Banking Law, Jakarta: Kencana.

other procedures stipulated in the bank's internal policies.

Thus, if the bank has carried out the verification process fairly and in accordance with applicable provisions, but the prospective debtor has succeeded in using a false identity through engineering that could not have been reasonably known during the credit granting process, then the bank's position as a creditor has a stronger basis for legal protection.

Conversely, if a bank fails to carry out the verification process it should, it needs to be analyzed to determine whether there was negligence on the part of the bank in applying the principle of prudence. This is important because protecting creditors does not absolve the bank of its obligation to adhere to the principle of prudence.

In addition to implementing the prudential principle, creditor protection can be achieved through audits of debtor information. One such instrument used in the Indonesian banking system is the Financial Information Services System (SLIK), operated by the Financial Services Authority.

SLIK is an information system managed by the OJK to support the implementation of OJK's duties and functions in the field of supervision and regulation of the financial services sector and to assist financial services institutions in conducting risk management and assessing debtor quality.[14]

The information contained in SLIK can be used by banks as a source of information in analyzing potential borrowers. However, SLIK information cannot be viewed as the sole basis for determining whether a credit application will be approved. The Financial Services Authority (OJK) considers borrower information a source of information that should be used in conjunction with other information in the credit analysis process.[15]

This becomes crucial in cases of false identity theft. Someone can use the identity of another person with a good credit history, so that administrative audits based on that identity can give the impression that the prospective debtor has a good credit record.

Therefore, SLIK audits must be conducted in conjunction with comprehensive identity verification. Banks need to ensure that the person applying for credit truly represents the identity they claim to possess. Thus, SLIK serves as a risk mitigation tool, while identity verification ensures the alignment of administrative identities with the actual legal entity.

Legal protection for banks can also be provided through provisions outlined in

[14]Financial Services Authority, Financial Information Services System (SLIK), OJK.
[15]Financial Services Authority, Guidelines for Preparing Debtor Reports for the Financial Information Services System (SLIK).

credit agreements. Credit agreements generally contain an obligation for the debtor to provide accurate data and documents to the bank. This obligation to provide accurate information is related to the principle of good faith in contract law. Article 1338 paragraph (3) of the Civil Code stipulates that agreements must be executed in good faith.[16]

According to Subekti, the implementation of an agreement does not only concern what is expressly agreed upon by the parties, but must also pay attention to propriety and good faith in its implementation.[17]

Thus, when a debtor intentionally provides a false identity to the bank, this action can be seen as an act that is contrary to the obligation to act in good faith in a contractual relationship.

The clause requiring the debtor to provide accurate data also serves as evidence for the bank. If it is later discovered that the identity or documents provided are fraudulent, the clause can be used to strengthen evidence of a breach of the debtor's obligations under the credit agreement.

The use of false identities by debtors resulting in losses to banks can be analyzed from a civil law perspective. One basis that can be used is the provisions regarding unlawful acts as stipulated in Article 1365 of the Civil Code.

Article 1365 of the Civil Code stipulates that any unlawful act that causes loss to another person requires the party whose fault caused the loss to compensate for the loss.[18]According to Munir Fuady, an unlawful act basically requires the existence of an act, an unlawful nature, error, loss, and a causal relationship between the act and the loss that arises.[19]

If a debtor intentionally uses a false identity to obtain credit and this action results in a loss to the bank, their actions can be analyzed based on the elements of the unlawful act. However, the application of Article 1365 of the Civil Code must still be concretely proven based on the facts and evidence in the case.

In addition to a lawsuit for unlawful acts, banks can also use contractual relationships as a basis if a valid credit agreement exists and the debtor fails to fulfill its obligations. In such cases, the issue can be analyzed based on the concept of default.

Thus, there are two possible legal perspectives: the contractual relationship between the bank and the debtor and the unlawful act committed by the perpetrator using the false identity. Determining the appropriate legal basis must

[16]Civil Code, Article 1338 paragraph (3).
[17]R. Subekti, Contract Law, Jakarta: PT Intermasa.
[18]Civil Code, Article 1365.
[19]Munir Fuady, Unlawful Acts: A Contemporary Approach, Bandung: PT Citra Aditya Bakti.

consider the facts regarding how the false identity was used, who signed the agreement, who received the funds, and how the bank's losses occurred.

The use of false identity in credit applications can also have criminal consequences if the act fulfills the elements of a criminal act as regulated in laws and regulations.

From the perspective of legal protection for creditors, criminal law enforcement has a repressive function because it can be used to hold perpetrators accountable who use false identities to obtain credit facilities illegally.

An equally important issue is the legal standing of the party whose identity the perpetrator is using. If a person never applied for credit, never signed a credit agreement, or never received credit funds, proof must be provided as to whether that person is truly a party to the contractual relationship with the bank.

The basic principle of contract law requires agreement from the binding parties. Article 1320 of the Civil Code places agreement as one of the subjective requirements for a valid contract.[20]Therefore, if a person never gives consent to enter into a credit agreement, then his position cannot simply be equated with that of the perpetrator who uses his identity.

This demonstrates that legal protection in cases involving the use of false identities must be provided in a balanced manner. The bank, as the creditor, must be protected against losses resulting from the perpetrator's actions, while the true identity holder must also be protected from being burdened with obligations based on agreements they never entered into.

3.2. What are the legal responsibilities of debtors who use fake identities to obtain bank credit facilities in the future?

From the perspective of Debtor Law in the perspective of Banking Law The use of false identity in obtaining banking credit facilities is an act that has legal consequences because from the beginning the prospective debtor has provided false information to the bank. Identity is an important part of the credit granting process because the bank must know for sure the party submitting the credit application, assess the character and capabilities of the prospective debtor, and ensure that the party submitting the credit is the party who will truly be responsible for the credit payment obligations.

In a credit relationship, the debtor has an obligation to provide accurate information and documents to the creditor. This obligation is part of the implementation of the agreement based on the principle of good faith as

[20]Civil Code, Article 1320.

regulated in Article 1338 paragraph (3) of the Civil Code (KUHPerdata). Therefore, the use of a false identity from the credit application stage indicates a problem with the debtor's good faith in forming a contractual relationship with the bank.

Munir Fuady explained that credit basically contains an element of trust, namely the creditor's trust that the debtor will fulfill his obligations according to the agreement.[21]Thus, when a prospective debtor uses a false identity from the outset, the element of trust that is the basis of the credit relationship is disrupted because the creditor makes decisions based on incorrect information.

Using a fake identity can also affect the results of a credit analysis. The 5Cs principle used in credit analysis includes character, capacity, capital, collateral, and economic condition.[22]The element of character is crucial in this matter because it concerns the prospective debtor's character, honesty, and good faith. If someone intentionally uses another person's identity to obtain credit, this action could indicate bad faith even before the credit agreement was formed.

Thus, the legal responsibility of debtors who use false identities does not only arise after a default occurs, but can arise from the time they provide false identities or documents to obtain credit facilities.

Under the Criminal Code, the primary legal responsibility for using false identities to obtain credit can be analyzed through criminal law. Currently, national criminal law uses Law Number 1 of 2023 concerning the Criminal Code (KUHP), which came into effect on January 2, 2026.[23]

The act of using a false identity in a credit application can be qualified as a criminal act of fraud if it fulfills all the elements stipulated in Article 492 of Law No. 1 of 2023. This provision stipulates that any person who with the intention of unlawfully benefiting himself or another person by using a false name or false position, using trickery or a series of lies, inducing people to hand over goods, giving debt, making a debt acknowledgement, or writing off receivables, can be punished for fraud with a maximum imprisonment of 4 years or a maximum fine of category V.[24]

This provision is directly relevant to the use of false identities to obtain bank credit. In a credit relationship, banks essentially provide facilities in the form of debt to debtors. If someone uses a false name or identity to convince a bank to provide credit, the element of giving credit in Article 492 can be an important part of the legal analysis of the act. The National Legal Development Agency also

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[21]Munir Fuady, Contemporary Credit Law, Bandung: PT Citra Aditya Bakti, 1996, pp. 6–7.
[22]Munir Fuady, Contemporary Credit Law, Bandung: PT Citra Aditya Bakti, 1996, pp. 25–27.
[23]Law Number 1 of 2023 concerning the Criminal Code, Article 624
[24]Law Number 1 of 2023 concerning the Criminal Code, Article 492.

explains that Article 492 of Law No. 1 of 2023 covers the use of false names or false positions to induce people to provide debt.[25]

Therefore, if it can be proven that the perpetrator had the intention from the start to gain illegal profits by using a false identity and through this trick the bank was encouraged to provide credit facilities, then his actions can be analyzed as a criminal act of fraud.

In addition to fraud, the use of fake identities can also be related to the crime of document forgery if the perpetrator creates, alters, or uses fake documents in the credit application process. Article 391 of Law No. 1 of 2023 stipulates that anyone who falsely creates or falsifies a document that can give rise to rights, obligations, or debt relief with the intention of using the document as if it were genuine, if the use can cause harm, can be punished with a maximum of 6 years' imprisonment or a maximum fine of category VI.[26]

This provision also applies to parties who use letters whose contents are incorrect or letters that are falsified as if they were true if their use could cause losses.[27]Thus, if a false identity is realized through the use of a fake ID card, falsified identity documents, fake certificates, or other incorrect credit supporting documents, then criminal liability can be analyzed based on the provisions on document forgery.

In this context, a distinction must be made between using another person's identity without altering the document and creating or falsifying an identity document. The former is more closely analyzed under the provisions of fraud if it meets the elements of Article 492, while the latter can raise additional issues regarding document forgery under Article 391.

Thus, a series of actions can potentially give rise to more than one legal consequence, depending on the method and facts that can be proven in the investigation and trial process.

In addition to criminal liability, using a false identity to obtain credit can also give rise to civil liability. The primary basis for this is the provisions regarding the validity of an agreement, as stipulated in Article 1320 of the Civil Code.

Article 1320 of the Civil Code determines four conditions for a valid agreement, namely agreement of the parties, capacity to make a contract, a certain thing, and a lawful cause.[28]In the context of using fake identities, the main issue lies in whether there is a valid agreement between the bank and the person using the

[25]National Legal Development Agency, Criminal Acts of Fraud, which explains the application of Article 492 of Law No. 1 of 2023
[26]Law Number 1 of 2023 concerning the Criminal Code, Article 391 paragraph (1).
[27]Ibid., Article 391 paragraph (2).
[28]Civil Code, Article 1320.

fake identity and whether the party listed in the agreement is truly the party giving the consent.

If someone uses another person's identity without the identity owner's consent, the actual identity owner cannot be considered the party providing the agreement in the credit agreement. This is important to distinguish between the party named in the agreement and the party actually performing the actions and receiving the benefits from the credit.

On the other hand, for perpetrators who use fake identities, their actions can give rise to issues regarding flawed will and the validity of contractual relationships because the bank provides credit approval based on incorrect information.

In addition to the provisions of Article 1320 of the Civil Code, Article 1338 paragraph (3) of the Civil Code requires that agreements be carried out in good faith.[29]The use of a false identity from the credit application stage is fundamentally contrary to the obligation to act in good faith because the debtor hides his true identity and provides false information to the creditor.

Civil liability can also be based on unlawful acts as stipulated in Article 1365 of the Civil Code. This provision states that any unlawful act that results in harm to another person requires the person whose fault caused the harm to compensate for the loss.[30]

Thus, if the use of a false identity causes the bank to suffer losses, for example in the form of uncollectible credit, collection costs, court settlement costs, or other economic losses, then the perpetrator can be held responsible for compensating for the losses as long as the elements of the unlawful act can be proven.

The use of another person's identity to obtain credit facilities is also closely related to Law No. 27 of 2022 concerning Personal Data Protection. Law No. 27 of 2022 regulates the types of personal data, the rights of personal data subjects, the processing of personal data, the obligations of personal data controllers and processors, prohibitions on the use of personal data, and criminal provisions related to personal data protection.[31]

In the credit application process, data such as full name, Population Identification Number, address, date of birth, telephone number, and financial data can be part of the personal data processed by financial services institutions.

Unlawful use of another person's personal data for unlawful gain can give rise to

[29]Civil Code, Article 1338 paragraph (3).
[30]Civil Code, Article 1365.

[31]Law Number 27 of 2022 concerning Personal Data Protection.

liability under the Personal Data Protection Act. Therefore, if a perpetrator uses another person's National Identification Number (NIK), name, address, or other personal data to make a credit application as if they themselves own that identity, this action should be analyzed not only as a credit issue but also as a potential violation of personal data protection provisions.

Accountability under the Personal Data Protection Act is unique because it provides protection for personal data subjects. Therefore, if a person's identity is used without authorization, the owner of that identity essentially has a legal interest in obtaining protection and redress for misuse of their personal data.

In the context of this research, the use of fake identities becomes increasingly complex when the perpetrator obtains the victim's personal data from another party and then uses that data to apply for credit. This situation can create legal issues between the perpetrator, the owner of the personal data, and the financial services institution.

Therefore, the perpetrator's responsibility can be cumulative, namely responsibility to the creditor for causing losses due to credit obtained illegally and responsibility to the data owner if his personal data is used without permission.

Furthermore, in the practice of providing credit or financing, creditors can request collateral as a means of mitigating the risk of the debtor defaulting on their obligations. One form of collateral recognized in Indonesian law is fiduciary collateral, as regulated by Law Number 42 of 1999 concerning Fiduciary Collateral.[32]

Fiduciary guarantees provide the fiduciary recipient with the right to guarantee certain objects as collateral for debt repayment.[33]Therefore, if credit facilities are obtained using a false identity and then the debtor provides a certain object as fiduciary collateral, the issue of false identity can affect the validity and implementation of legal relations related to the collateral.

The debtor's responsibility extends beyond the obligation to pay loan installments, but also to the accuracy of the information provided to the creditor regarding the collateral. If the debtor provides false information regarding the ownership or status of the collateral, this action can result in additional legal consequences.

In the event of a breach of promise, creditors can obtain protection through the fiduciary guarantee mechanism in accordance with the provisions of Law No. 42 of 1999. However, the implementation of the fiduciary guarantee must pay

[32]Law Number 42 of 1999 concerning Fiduciary Guarantees.
[33]Ibid., Article 1 number 2.

attention to the Constitutional Court Decision Number 18/PUU-XVII/2019 which provides meaning to Article 15 paragraph (2) and paragraph (3) of the Fiduciary Guarantee Law.[34]

The decision essentially states that if there is no agreement regarding the breach of promise and the debtor objects to voluntarily handing over the collateral object, then the execution must follow the mechanisms and procedures as in the execution of a court decision that has permanent legal force.[35]

Thus, the use of a false identity does not allow a creditor to ignore legal procedures in enforcing a fiduciary guarantee. The perpetrator's liability must still be distinguished from the mechanism for executing the collateral object.

Referring to OJK Regulation No. 22 of 2023, which regulates consumer and public protection in the financial services sector, this regulation stipulates, among other things, the obligations of Financial Services Business Actors to maintain the confidentiality and security of consumer data and/or information.[36]

Article 19 of POJK Number 22 of 2023 states that consumer data and/or information for individuals includes, among other things, full name, Population Identification Number, address, date of birth and/or age, telephone number, mother's name, and other data submitted or given access to PUJK.[37]

These provisions are relevant to the use of fake identities because the data used by perpetrators to obtain credit is data related to a person's identity.

However, POJK No. 22 of 2023 primarily regulates the obligations of financial services providers (PUJK) to protect consumers, rather than being the primary basis for criminalizing debtors who use false identities. Therefore, this provision is used in this study to demonstrate that the financial services system has an obligation to safeguard consumer data and information, while the perpetrator's liability is still analyzed based on the Criminal Code, the Civil Code, and the Personal Data Protection Law.

In the case where the perpetrator uses another person's data, protection for the identity owner becomes important because that person may suffer losses, including the emergence of credit records that they never created, demands for payment, collection, or disruption to their reputation and legal relationship with financial services institutions.

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[34]Constitutional Court Decision Number 18/PUU-XVII/2019.
[35]Law Number 42 of 1999 concerning Fiduciary Guarantees, Article 15 as interpreted based on Constitutional Court Decision Number 18/PUU-XVII/2019.
[36]Financial Services Authority Regulation Number 22 of 2023 concerning Consumer and Community Protection in the Financial Services Sector, Article 19 paragraph (1).
[37]Ibid., Article 19 paragraph (2).

Thus, the use of fake identities can give rise to complex legal liability relationships because it involves at least three parties, namely the perpetrator of the fake identity use, the identity owner who is the victim, and the bank or financial services institution as the party providing the credit facility.

Developments in financial technology and the digitalization of banking indicate that the use of fake identities will become increasingly diverse. In the future, forgery will not only involve physical documents, but can also involve digital data manipulation, the use of other people's identities, electronic document manipulation, account misuse, or the use of other people's personal data.

Therefore, a more comprehensive approach to debtor legal liability is necessary. There are at least four forms of liability that can be imposed on debtors, namely:

1. Contractual liability, in the form of an obligation to fulfill credit agreements and pay obligations that arise;

2. Civil liability, in the form of compensation for losses if the actions cause losses to the bank;

3. Criminal liability, if the use of a false identity fulfills the elements of a criminal act, including forgery of documents or other relevant criminal acts; and

4. Responsibility under the law on personal data protection, if the identity or personal data of another party is used without permission and fulfills the elements of a violation under the Law on Personal Data Protection.

This approach aligns with developments in financial services sector regulations. The Financial Services Authority (OJK) has issued POJK No. 22 of 2023 concerning Consumer and Public Protection in the Financial Services Sector, which took effect on December 22, 2023, replacing POJK No. 6/POJK.07/2022.[38]The POJK strengthens regulations regarding the behavior of financial services business actors, consumer rights and obligations, data and information protection, and supervision of the financial services sector.

Although the OJK Regulation is primarily intended to regulate consumer protection and the behavior of financial services providers, these developments demonstrate a trend in financial sector regulation toward improving identification accuracy, data security, transparency, and strengthening legal protection mechanisms. In this context, debtors cannot be viewed solely as having consumer rights, but also as having an obligation to provide accurate information to banks.

[38]Regulation of the Financial Services Authority of the Republic of Indonesia Number 22 of 2023 concerning Consumer and Public Protection in the Financial Services Sector. This Regulation takes effect on December 22, 2023, and revokes Regulation Number 6/POJK.07/2022.

Therefore, stronger mechanisms are needed in the future to ensure that the identities used in the credit granting process truly represent the legal subjects. Banks can increase the implementation of digital identity verification, biometrics, population data matching, credit history checks, and electronic document validation. Furthermore, debtors who intentionally manipulate their identities must face legal consequences proportionate to the type and severity of the error.

Based on this description, it can be analyzed that using a false identity to obtain bank credit facilities is an act with multiple legal consequences. This act cannot be viewed solely as a violation of bank administrative procedures, as identity is a crucial element in determining who the legal subject is in a credit relationship.

If the use of a false identity is done intentionally from the outset to obtain credit, there is an element of intent that can strengthen the debtor's legal liability. If the bank suffers losses as a result of this action, the debtor can be held responsible for recovering those losses. If the false identity is realized through falsified documents or the use of incorrect documents, this act also has the potential to meet the criminal provisions regarding document forgery under the National Criminal Code.

Furthermore, if the identity used is someone else's, such actions can have legal consequences for the party whose identity is used. Therefore, legal protection is necessary not only for banks as creditors, but also for identity holders whose data is misused.

From a future legal perspective, debtor liability should apply the principle of accountability, meaning that every party providing information in the credit granting process must be accountable for the accuracy of that information. This principle is crucial because modern credit systems increasingly rely on digital data and information.

Thus, it can be stated that the legal responsibility of debtors who use false identities to obtain banking credit facilities in the future must be directed at cumulative and proportional responsibility, namely responsibility based on contractual relationships, unlawful acts, criminal law, and protection of personal data in accordance with the character of their actions.

This accountability is not solely aimed at punishing debtors, but also aims to provide protection to banks as creditors, recover losses incurred, provide legal certainty regarding credit relationships, and prevent identity misuse in the digital banking system.

Based on this analysis, the use of false identities to obtain bank credit facilities in the future should be viewed as an act that has the potential to give rise to multi-layered legal liability, as long as each element of responsibility can be proven.

Therefore, the increasing development of technology in the credit granting process actually demands increased standards of honesty, prudence, and accountability from debtors in providing data and information to banks.

4. Conclusion

Based on the results of research and discussion regarding legal protection for creditors and the legal responsibility of debtors regarding the use of false identities in obtaining banking credit facilities, the following conclusions can be drawn: 1. Legal protection for creditors against the use of false identities by debtors is carried out in a preventive and repressive manner. Preventive protection is implemented through the application of prudential principles, credit analysis based on the 5C principle, verification of the identity and documents of prospective debtors, information checks through the Financial Information Services System (SLIK), and the inclusion of the debtor's obligation to provide accurate data in the credit agreement. If the use of a false identity has caused losses, the creditor can obtain repressive legal protection through civil lawsuits based on breach of contract or unlawful acts and through criminal law mechanisms against the perpetrator. However, protection for creditors must still be balanced with protection for the true owner of the identity, especially if the identity owner never gave consent, signed the agreement, or received the credit facility. 2. The legal liability of debtors who use false identities is multi-layered. From a criminal perspective, such actions can be classified as fraud and, if accompanied by the use or creation of false documents, can also fulfill the elements of the crime of forgery as stipulated in the Criminal Code. From a civil perspective, the use of false identities can lead to a defect in the agreement's formation, violate the principle of good faith, and give rise to an obligation to compensate for losses under the provisions of unlawful acts if the bank suffers losses. Furthermore, if the identity used is another person's personal data, the perpetrator can also be held accountable under the Personal Data Protection Law. From a future banking law perspective, debtor accountability must be directed towards a comprehensive approach by implementing the principle of accountability, namely that every party applying for credit is obliged to be responsible for the accuracy of their identity and the information provided. As the digitalization of banking services develops, it is necessary to strengthen identity verification systems through biometric technology, population data matching, electronic document validation, and increased supervision by financial services institutions. Thus, enforcing legal responsibility against debtors who use fake identities is not only aimed at imposing sanctions, but also protecting banks as creditors, the owners of the identities who are harmed, maintaining legal certainty in credit relations, and preventing identity misuse in the digital banking system in the future. 3. Appeal Based on these conclusions, it is recommended that banks strengthen their prudential principles and identity verification systems through document verification, SLIK (Indonesian National Identity

System), population data, and biometric technology. Debtors should provide accurate identity and information and be responsible for all data submitted when applying for credit. Furthermore, increased oversight and coordination between relevant institutions is needed to prevent identity theft and provide legal protection to creditors and affected identity holders.

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