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Legal Responsibility for Misuse of Notary Covernotes By Banks in Disbursement of Credit Based on Notary Covernotes

Mutiara Ramadhani

Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, E-mail: mutiaramdh@gmail.com

Abstract. *This study discusses the legal liability for the misuse of notary covernotes by banks in credit disbursement. Notary covernotes in banking are often used as a basis for credit disbursement before all formal requirements for collateral binding are met, particularly Mortgage Rights. However, the existence of covernotes is not explicitly regulated in laws and regulations, thus causing legal problems if used as a basis for credit disbursement and potentially harming the bank when the debtor defaults. This study aims to analyze the forms of bank losses due to credit disbursement based on covernotes, the legal consequences of such credit disbursement, and the form of notary legal liability for covernote misuse by banks. The research method used is normative juridical with a statutory and conceptual approach. Primary, secondary, and tertiary legal materials were obtained through literature studies and analyzed qualitatively using descriptive-analytical methods. The results of the study indicate that credit disbursement based on covernotes can cause financial losses and legal risks for banks because the collateral does not have executorial power. Legally, a covernote is not an authentic deed and does not have binding force like a notary deed. The notary's liability for misuse of covernotes can in principle be in the form of administrative, civil and ethical code liability as long as there is evidence of negligence or unlawful acts in its issuance.*

Keywords*: Bank; Credit Disbursement; Legal Responsibility; Notary Covernote; Prudential Principle.*

1. Introduction

Banking in Indonesia plays a crucial role in the economic process within society. Banks are considered intermediaries between those with excess funds and those in need. This function is evident in the banks' activities, which collect funds from the public in the form of deposits and redistribute them in the form of credit or other financing to improve the community's standard of living. Banking is also defined as everything related to banks, including institutions, business activities, and the methods and processes used to carry out these activities. These provisions are affirmed in Article 1, number 2, and number 1 of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking.[1]

Credit is a crucial instrument of monetary policy in Indonesia, as increased credit within the community impacts national economic growth. As creditors, banks must have confidence in the debtor's ability and good faith to fulfill their obligations under the agreed credit agreement. Therefore, before granting credit, banks must conduct a thorough analysis of prospective debtors to avoid risks that could result in losses for the bank and the national economy.[2]This risk can arise when the debtor is unable to fulfill his obligation to pay the debt according to the agreed time.

In granting credit, banks are required to apply the principle of prudence as stipulated in Article 2 and Article 8 paragraph (1) of the Banking Law. This provision emphasizes that banks in carrying out their business are required to apply the principle of prudence and must have confidence based on an in-depth analysis of the debtor's ability to repay their debts. The application of this prudence principle is carried out through credit analysis based on the 5C principle, namely Character, Capacity, Capital, Collateral, and Condition of Economy. In addition to the 5C principle, the 4P and 3R principles are also known as guidelines for banks in determining credit approval.

The credit risk that arises in granting credit makes collateral a crucial element in debt transactions. Collateral provides the creditor with assurance that the loaned funds will be repaid according to the agreement. The most frequently used collateral is a mortgage on land. This collateral aims to provide legal protection to the bank in the event of default by the debtor. Salim HS states that collateral law is a set of legal provisions governing the legal relationship between the lender and the borrower of collateral in relation to credit facilities.[3]Therefore, the existence of collateral is an important factor in providing confidence to the bank regarding the debtor's repayment of the loan.

The process of granting credit secured by a mortgage is inseparable from the role of notaries and land deed officials (PPAT). Notaries are essential to the public because their authority is closely related to civil legal acts, particularly in the preparation of authentic deeds. In credit granting matters, in addition to drafting credit agreements and collateral binding deeds, notaries also often issue a certificate known as a covernote. Covernotes are typically issued when the

[1]Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, Article 1 number 1 and number 2.
[2]Kasmir, Fundamentals of Banking, Revised Edition, Jakarta: PT RajaGrafindo Persada, 2014, p. 95.
[3]Salim HS, Development of Guarantee Law in Indonesia, Jakarta: PT RajaGrafindo Persada, 2017, p. 6.

collateral binding administrative process has not yet been completed, but the bank still wishes to disburse the loan to the debtor.[4]

The problem that arises is that the existence of covernotes is not expressly regulated in the authority of notaries as stated in Article 15 of Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary Public. In this provision, the authority of notaries only includes the preparation of authentic deeds, authentication of signatures, bookkeeping of private letters, legalization, waarmerking, and other authorities granted by law.[5]However, the covernote is still used by banks as a temporary reference for the credit disbursement process before all collateral binding documents are completed.

*Cover note*A cover note is understood as a letter of confirmation that the processing of certain documents is still ongoing. A cover note is used as a temporary assurance for banks that the process of land registration, issuance of a Certificate of Ownership (SHM), or binding of Mortgage Rights is being completed by a Notary/PPAT. The use of a cover note arises from banking needs so that credit disbursements can still be made to debtors deemed eligible for credit facilities even though the collateral documents are not yet fully completed. However, the use of a cover note often gives rise to legal issues when the credit has been disbursed, but the collateral binding process is not completed or even the debtor is in default. Therefore, banks experience difficulties in executing the collateral object because the perfect Mortgage Right has not yet been created.

Based on the above description, it can be understood that the use of notary covernotes in banking raises issues regarding the legal status of covernotes, the legal consequences of credit disbursement based on covernotes, and the form of notary liability in the event of misuse of covernotes by the bank resulting in losses. These issues are important to examine considering that covernotes are not an authority expressly regulated in the Notary Law, but in fact are often used as a basis for credit disbursement by banks.

2. Research Methods

The research method used in this study is empirical legal research with a sociological juridical approach conducted through field research and library research. The research approach uses a qualitative method by examining the provisions of laws and regulations related to banking, guarantees, notary positions, and the use of notary covernotes in credit disbursement issues and connecting them with facts that occur in the field. This research is descriptive analysis with an emphasis on the analysis of the use of notary covernotes by

[4]Habib Adjie, Indonesian Notary Law: Thematic Interpretation of Law No. 30 of 2004 concerning the Position of Notary, Bandung: Refika Aditama, 2015, p. 32.
[5]Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary, Article 15.

banks in credit disbursement and connecting them with provisions of laws and regulations, legal theory, and expert opinions. The research data consists of primary data through interviews with Notaries/PPAT in Pekanbaru and the Bank Panin Pekanbaru Branch, as well as secondary data consisting of primary legal materials including the Civil Code, Law Number 10 of 1998 concerning Banking, Law Number 2 of 2014 concerning Notary Positions, and other regulations related to guarantees and notaries, secondary legal materials include books, journals, research results, expert opinions, and other literature. Data collection was conducted through literature studies, interviews, and a review of legal materials related to the research. Data analysis used qualitative descriptive methods with deductive conclusion-drawing techniques.

3. Results and Discussion

3.1. Forms of Bank Losses Due to Credit Disbursement Based on Notary Covernotes

Bank lending is fundamentally based on the principles of trust and prudence. In the banking world, credit disbursements are often made even though the collateral binding process has not yet been completed, particularly for collateral in the form of land rights that are still in the process of being transferred, transferred, certificate split, or mortgage registration. In such cases, banks typically request a notary/PPAT to issue a cover note as a certificate confirming that the collateral processing process is ongoing and will be completed within a certain timeframe.[6]

The use of covernotes in banking is not expressly stipulated in the Notary Law, but rather has evolved as a banking custom. A covernote is simply a written statement from a notary stating that a particular document or process is still in the final stages. Therefore, a covernote is not an authentic deed and does not have the same enforceable power as an authentic deed or mortgage certificate.[7]

Bank losses begin to arise when credit has been disbursed to the debtor based on a covernote, but the collateral binding process is not completed as promised in the covernote. In this case, if the debtor defaults, the bank cannot immediately execute the collateral object because the Mortgage Right has not been fully created. As a result, the bank's position is no longer a preferred creditor, but only a concurrent creditor as stipulated in Articles 1131 and 1132 of the Civil Code.[8]

Article 1131 of the Civil Code stipulates that:

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[6]Dewi Rachmayani and Agus Suwandono, 2017, "Notary in Credit Agreements from the Perspective of Guarantee Law", Acta Diurnal Jurnal Hukum Kenotariatan dan Ke-PPAT-An, Vol. 1, p. 73.

[7]Gusti Ayu Putu Wulan Pradnyasari and I Made Arya Utama, 2019, "The Legal Position of Notary Covernotes Regarding Bank Legal Protection in Credit Agreements", Acta Comitas: Journal of Notary Law, Vol. 3, No. 3, pp. 446-457.

[8]Article 1131 and Article 1132 of the Civil Code.

"All the debtor's property, whether movable or immovable, whether existing or new, becomes collateral for all personal obligations."

Furthermore, Article 1132 of the Civil Code states:

"The object becomes a joint guarantee for all those who have credit with it; the income from the sale of the object is divided according to the balance, that is, according to the size of each debt, unless there are valid reasons among the creditors for priority."

This provision indicates that without a perfect mortgage, the bank loses the privilege of priority in the settlement of its receivables. This is the primary disadvantage for banks resulting from credit disbursement based on a notary's covernote.[9]

Based on the author's interview with Reymond Febriadi, SH, the Legal Officer of Panin Bank, Pekanbaru Branch, it was explained that the use of covernotes can pose significant risks for banks if a loan defaults while the mortgage binding process is still ongoing. In this case, the bank cannot enforce the collateral because the mortgage certificate has not yet been issued, thus weakening its legal position.[10]

In addition to causing losses in the form of loss of preferential rights, the use of covernotes can also cause financial losses for banks. Disbursed loans have the potential to become non-performing loans (NPLs) if the debtor fails to fulfill their obligations. In this case, banks can only pursue litigation through default lawsuits or bankruptcy proceedings, which are time-consuming and costly.[11]

The problem becomes more complex if the covernote issued by the notary contains information that does not reflect the actual situation. In some cases, covernotes are even used as a means to expedite loan disbursement even though the collateral does not meet legal requirements.[12]This can be detrimental to the bank because credit disbursement is based on invalid information.

One example of a case is the case decided by the Supreme Court Number 3801 K/Pid.Sus/2022 regarding alleged corruption in working capital credit facilities at Bank BRI Pangkalpinang involving Notary Gemara Handawuri.[13]In this case, covernotes were used in the credit disbursement process for several debtors, resulting in state financial losses. This case demonstrates that misuse of covernotes can seriously impact the security of bank credit distribution.

Furthermore, there was a case in Pekanbaru, decided through Decision No.

[9]Novy Dyah Rahmanti, 2020, "What's Wrong With SKMHT?", Recital Review, Vol. 2, No. 1, p. 59.
[10]Interview with Reymond Febriadi, SH, as Legal Officer of Panin Bank Pekanbaru Branch, December 12, 2025.
[11]Trisadini Usanti, 2023, "Notary Public's Obligation Regarding Bank Secrecy Post Law Number 4 of 2023 Concerning Financial Sector Development and Strengthening", Law, Politics and Sociology, Vol. 11, no. 3.
[12]Kadir, Rahmiah, Farida Patittingi, and Nurfaidah Said, 2019, "Notary's Accountability in Issuing Covernotes", Mimbar Hukum, Vol. 31, No. 2, pp. 191-204.
[13]Supreme Court Decision Number 3801 K/Pid.Sus/2022.

51/Pid.Sus-TPK/2022/PN.Pbr, involving Notary Dewi Farni Djafar and Bank BNI. In this case, a cover note was used in a loan disbursement application with contents that did not reflect the actual situation, resulting in billions of rupiah in state losses.[14]This case shows that the use of covernotes without the principle of prudence can open up opportunities for abuse of authority and criminal acts in the banking sector.

Thus, it can be understood that the forms of bank losses due to credit disbursement based on a Notary's covernote include the loss of the bank's position as a preferred creditor, the inability to execute the collateral object directly, increased risk of bad credit, financial losses due to debtor default, and the emergence of potential disputes and criminal acts if the covernote contains incorrect information.[15]Therefore, the use of covernotes in credit disbursement matters must continue to be implemented with the principle of caution by both the bank and the Notary/PPAT.

3.2. Legal Consequences of Using Notary Covernotes in Credit Disbursement and Notary Liability

The use of covernotes in bank loan disbursement issues has various legal consequences, particularly if the collateral binding process cannot be completed in accordance with the contents of the covernote issued by the Notary. Essentially, a covernote is simply a statement stating that a particular document or process is still in the process of being finalized. A covernote is not an authentic deed and does not fall within the Notary's authority as stipulated in Article 15 of Law Number 2 of 2014 concerning the Position of Notary.[16]

A cover note serves as a form of assurance for the bank to disburse credit to the debtor before the mortgage is issued. However, if the collateral binding process fails and the loan has already been disbursed, legal consequences will arise for the bank, the debtor, and the notary who issued the cover note.[17]

Legally, failure to complete the Mortgage Right agreement does not automatically void the credit agreement. This is because the Mortgage Right agreement is an accessory agreement, while the credit agreement is the principal agreement.[18]So, the cancellation or incompleteness of the additional agreement does not cancel the main agreement.

Article 1381 of the Civil Code states that:

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[14]Pekanbaru District Court Decision Number 51/Pid.Sus-TPK/2022/PN.Pbr.

[15]Hasna Fitri Nabilah, Noor Saptanti, and Anti Mayastuti, 2024, "The Forms of Notary Public Responsibilities Regarding False Statements in Land Deed Making", International Journal of Educational Research and Social Sciences, Vol. 5, no. 2, p. 237.

[16]Law of the Republic of Indonesia Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of Notary.

[17]Khamisdan, 2023, Practice of Making Covernotes in Credit Disbursement at PT. PNM UlaMM Ujung Batu, Thesis, Master of Notary Program, Andalas University, Padang, pp. 81-82.

[18]Habib Adjie, Understanding and Implementing Covernotes, Legalization, and Waarmerking in the Implementation of Notary Duties, (Refika Aditama, Bandung, 2022), p. 3.

“The obligation is extinguished due to payment, due to an offer of cash payment followed by storage or deposit, due to renewal of debt, due to debt set-off or compensation, due to a mixture of debts, due to debt release, due to the destruction of the goods owed, due to cancellation or annulment, due to the coming into force of a void condition, and due to the lapse of time.”

Based on these provisions, failure to complete the Mortgage Right registration process as stated in the covernote is not a reason for the cancellation of the credit agreement, unless the parties expressly make it a condition for cancellation in the credit agreement.[19]

Article 1266 of the Civil Code states:

"A void condition is always considered to be included in a reciprocal agreement, should one party fail to fulfill its obligations. In such a case, the agreement is not legally void, but cancellation must be requested from a judge."

These provisions indicate that if the bank wishes to cancel the credit agreement due to failure to complete the collateral binding as promised in the covernote, then the cancellation must still be requested through the court.[20]

Another legal consequence is that the bank cannot directly enforce the collateral because the mortgage has not yet been fully established. Under these circumstances, the bank can only pursue a regular civil lawsuit against the debtor. This weakens the bank's position because it lacks the preferential rights afforded by the creditor holding the mortgage.[21]

In addition to creating legal consequences for the bank and the debtor, the use of a cover note also creates legal liability for the notary. This liability arises if the contents of the cover note are found to be inconsistent with the actual situation or if the notary is negligent in carrying out what is stated in the cover note. According to Hans Kelsen, legal liability relates to a person's obligation to bear sanctions for actions that violate the law.[22]

In the context of a covernote, a notary is personally responsible for the information provided. This aligns with the theory of fautes personalles, which states that responsibility rests with an official whose error causes harm to another party.[23]Therefore, if the covernote contains incorrect information and results in losses for the bank or other parties, the notary can be held accountable civilly or criminally.

In civil law, the Notary's liability can be based on Article 1365 of the Civil Code which stipulates:

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[19]Article 1381 of the Civil Code.
[20]Article 1266 of the Civil Code.
[21]Gusti Ayu Putu Wulan Pradnyasari and I Made Arya Utama, 2019, “The Legal Position of Notary Covernotes Regarding Bank Legal Protection in Credit Agreements”, Acta Comitas: Journal of Notary Law, Vol. 3, No. 3, pp. 446-457.
[22]Hans Kelsen, 2014, General Theory of Law and State, Nusa Media, Bandung, p. 95.
[23]Jaya Kesuma, 2020, "The Duties and Liabilities of Notaries as Public Officials in Criminal Law Perspective", International Journal of Latin Notary, Vol. 1, No. 1.

"Every unlawful act that causes loss to another person requires the person whose fault it is that caused the loss to compensate for that loss."

In addition, Article 1366 of the Civil Code states:

“Everyone is responsible not only for the damage caused by his actions, but also for the damage caused by his negligence or carelessness.”

These provisions indicate that a notary can be asked for compensation if his/her error or negligence in issuing a covernote causes losses to the bank or other parties.[24]

Criminal liability may arise if the covernote is made intentionally to contain false information. In such a case, the Notary's actions can be classified as a criminal act of document forgery as regulated in Article 263 paragraph (1) of the Criminal Code which states:

"Whoever makes a false letter or falsifies a letter that can give rise to a right, obligation or release from debt, or which is intended as evidence of something with the intention of using or ordering another person to use the letter as if its contents were true and not falsified, is threatened if the use can cause a loss, due to the falsification of the letter, with a maximum prison sentence of six years."

If a Notary is proven to have intentionally provided false information in the covernote, then in addition to being subject to criminal penalties, the Notary can also be dishonorably dismissed from his position in accordance with the provisions of the Notary Position Law and the Head of BPN Regulation Number 1 of 2006 concerning the Regulations on the Position of PPAT.[25]

Based on the results of the author's interview with Asep Sudrajat as a Notary in Pekanbaru, it was explained that the covernote was basically born from a relationship of trust between the bank and the Notary.[26]Therefore, if problems arise due to the covernote, the notary is fully responsible for the contents and information provided. In such cases, the notary may even be required to compensate the creditor for any losses incurred if proven to have committed an error or negligence.

Therefore, it is understandable that the legal consequences of using a cover note in credit disbursement include weakening the bank's legal position if the mortgage is incomplete, the inability to directly enforce the guarantee, and the potential for disputes and financial losses. Furthermore, the notary who issues the cover note also bears personal legal responsibility for the contents of the

[24]Baiq Jhifya Aurelie Mauliza, H. Zainal Asikin, and Aris Munandar, 2025, "Notary's Responsibility for the Deed of Power of Attorney to Sell (Analysis of Decision Number: 20/PK/PID/2020.PN.Bali)", International Journal of Judicial Law, Vol. 4, no. 3, p. 70.

[25]Hasna Fitri Nabilah, Noor Saptanti, and Anti Mayastuti, 2024, "The Forms of Notary Public Responsibilities Regarding False Statements in Land Deed Making", International Journal of Educational Research and Social Sciences, Vol. 5, no. 2, p. 237.

[26]Interview with Asep Sudrajat, Notary Public of Pekanbaru City, December 17, 2025.

cover note, including civil, criminal, and moral liability as a public official trusted by the public.[27]

4. Conclusion

Credit disbursement based on a notary's covernote creates a weak legal standing for banks because the covernote is neither an authentic deed nor a material guarantee that grants executorial rights. The use of a covernote as the basis for credit disbursement causes banks to potentially suffer material and legal losses if the collateral binding process, particularly the Mortgage Right, is not completed as agreed. In the event of a debtor's default, the bank cannot directly execute the collateral object, thereby losing its position as a preferred creditor and only becoming a concurrent creditor. Furthermore, the use of a covernote can also lead to increased non-performing loans, legal disputes, and financial losses for the bank. The legal consequences of using a covernote in credit disbursement indicate that the covernote only functions as an administrative statement and cannot be used as a perfect basis to guarantee legal certainty in the credit relationship between the bank and the debtor. Notaries are essentially not responsible for the bank's decision to disburse credit, but notaries can be held accountable civilly, administratively, or criminally if the issuance of the covernote is proven to contain errors, negligence, or inaccurate information that causes losses to other parties. The government and lawmakers need to establish clearer regulations regarding the status and limits of covernote use in banking and notarial activities to provide legal certainty for the parties. Banks are also expected to not use covernotes as the primary basis for credit disbursement and continue to prioritize the principle of prudence by ensuring that collateral binding has been fully fulfilled before credit is disbursed. Furthermore, notaries must also be more careful and professional in issuing covernotes so that the contents of the covernote do not give rise to interpretations as if it has the legal force of collateral. Furthermore, this study is expected to serve as a reference material for further research that discusses the relationship between the use of covernotes, legal protection for banks, and notary responsibilities in credit disbursement.

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