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**JURIDICAL REVIEW OF CREDIT AGREEMENTS WITH GUARANTEES OF RIGHTS TO PRIVATELY OWNED LAND TO PLECIT / MOBILE BANKS**

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**ABSTRACT**

Loans that use Collateral using Land Objects Certificate of Ownership to Bank Plectit / Mobile Bank are a small example of the impact Economic development in Indonesia after the fall of the new order underwent significant changes and changes uncertainly. In this study, researchers used this normative research method which is qualitative and in this research method is more directed to the legal norms contained in various laws and regulations. and what is often used in this research method is for example examining the implementation of agreements in credit, in another sense The research method is a study that is quite in-depth and full of calculations and caution from everything. Then the purpose of the researcher in this case is to study and analyze the validity of a land security that is not based on the debtor's property rights in credit agreements. According to the big dictionary, Indonesian the definition of a plectit bank or mobile bank is a reference to one person or non-bank institution that lends money with a very high interest agreement, then for the collection system it is carried out every day by the account officer, land rights guarante that are not based on the debtor's property rights in the credit agreement and its legal consequences based on Law Number 4 of 1996 concerning Dependent Rights. By providing legal understanding, the community is expected to understand what they can do and apply in the future if there are agreements or cases related to credit with property certificate guarantees, which may result in violence in collection carried out by plectit banks, So that people become victims and perpetrators, can avoid violence. In this case, the property rights holder who makes the land certificate an object of guarantee to the plectit bank can issue a certificate because there is no APHT made by the PPAT party and there is no strong legal clarity from the plectit bank / mobile bank itself

Keywords: credit, property rights, guarantee of land rights

**INTRODUCTION**

Credit that uses mortgage rights using land objects with ownership certificates from Plectit banks or what are usually called mobile banks. is a small example of the impact of economic development in Indonesia after the fall of the New Order experienced significant and uncertain changes. In the current era, the harsh economic crisis experienced by some Indonesian people has caused the economy in daily life to become weak, with the hope that the economy will soon recover is a big hope that must be realized immediately. Therefore, the struggle to increase economic development and people's welfare is very important.

Progress in the activity system of the Indonesian people's economic system is currently increasing with various regulations that have been made by the government, such as increasing the amount of exports and reducing the amount of imports, then enforcing import duties on imported objects and goods, increasing the number of activities in the investment sector, giving micro credit to small, medium enterprises and so on. This has a huge impact on the welfare of society at lower levels and in terms of economic growth both macro and micro. Then on the other hand, the international trade system implemented by the government of the Republic of Indonesia experienced an increase after the inauguration of various international agreements with several developed countries such as China, Malaysia, Singapore and many other countries in Europe, in the free trade sector (Free Trade Market). ).

Indonesia's cash or state income is not only focused on the taxation sector, but there are many broader sectors, namely the mining sector, stock trading and bonds which can improve the economic sector on a micro level. However, the government is more focused on economic activities, namely increasing the independence and existence of small and medium enterprises (MSMEs), so that the government carries out cooperative activities, including savings and loan activities and low interest credit.

This bank plecit activity has actually been going on for a long time, long before the Covid 19 virus outbreak occurred, even from the practice of bank lecit or mobile banking, even from the practice of existing incidents, it shows that the activities carried out by bank plecit have been around for a long time after humans knew about it. and know the means of transaction, in the form of money. Basically, people who have capital and have the desire to multiply the money they have use the general public to work for themselves by making money circulate themselves. The next action was to offer loans to the general public on the pretext of providing assistance, but in practice it burdened the community itself, because the loan which should have been paid in 12 installments was actually returned in 13 installments. Of the many disadvantages that exist, at this Plecit bank there are also advantages, including 1 installment in installments which is said to be a bonus or as a thank you to the customer. The next practice of plecit banks is asking for very large interest rates on profits.

Giving very high interest to creditors has the effect of a very big loss, previously only borrowing 3 million when the calculation becomes 15 or 16 million or even a higher nominal than the money already owed, depending on the nominal and the agreement between the two parties involved. made, don't forget that the bank also violated the initial agreement that had been agreed upon by adding words to the agreement that had a double meaning. Sometimes the behavior of the Plecit bank itself resembles an online loan/loan that is not officially supervised by the OJK (Financial Services Authority) by giving money first and then making an agreement, which has the effect of people being trapped in returning the money, because the money has already been repurposed to make ends meet. daily needs and business capital or so on.

The next method used by Plecit banks is not only charging very high interest, but in practice in society it also often causes things that embarrass creditors and even violence often occurs between account officers and of course this is known by the neighbors of the debtor, and this will cause psychological problems. the debtor is disturbed. Apart from that, the Plecit bank also gives intimidation, either with words or actions, which essentially means that the debtor/person in debt becomes afraid and it is said that the borrower often sells the house, and many other things (Hernoko Agus Yudha, 2010)

The threat that will emerge from the plecit bank's actions can be confirmed that the plecit bank is carrying out illegal practices or illegal banking without supervision from the OJK (financial services authority). The meaning or definition of bank plecit itself is regulated in law no. 10 of 1998 which contains changes to Law No. 7 of 1992 concerning banking. then illegal bank or illegal bank is interpreted as the party carrying out the practice as if he were a bank. In article 46 paragraph (1) article 16 paragraph (1) of the banking law provides rules or restrictions on the actions or activities of illegal banking, namely collecting money from the public in the form of deposits without permission from the leadership of Bank Indonesia,(Law of the Republic of Indonesia Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, 1998).

After that, in practice, Plecit banks do not hoard money in the form of deposits However, they distribute money in the form of lending money accompanied by very large loan interest to their customers. Generally, plecit banks go around with co-workers, subordinates or the fund owners themselves who offer money assistance to people who need it, and can also make offers to people who don't or don't need money, with the pretext that if in the future people need money, they can look for this plecit bank. to borrow the money they need. As if this plecit bank is a good and sincere

person. lend money. This is the beginning of the community/debtors entering the activities of the Plecit bank.

This has led to the emergence of different and inappropriate perceptions by the public regarding the activities in this Plecit bank, as well as giving very high interest which is a big burden for the community coupled with the collection system which is carried out every day. And various other problems that are triggered by the practice of plecit banking that cannot be avoided by debtors due to the existence of agreements that have been established at the time the agreement was made. (PleCit Bank. (2016))

Every individual has goals to achieve in life, one example is to carry out a business, but not all individuals have the same skills. A person as a social creature was created unable to live alone and needs the position of other people. Likewise, when someone wants to build a business and faces various obstacles, for example, such as not having capital (place, money, etc.), this can certainly limit the development of the business. A person who faces the obstacle of not having a place to carry out his business, needs help from another person, namely a person who is willing to share the rights to his land to use as a place of business. Once a party has been found who can fulfill these needs, there needs to be an agreement between the two parties to reach something conventional.

Because the agreement itself is an action carried out by 2 or more parties who bind themselves to an agreement or agreement with several conditions that have been determined together. The agreement can be implemented if both parties fulfill the agreed rights and obligations. Just like Article 1320 of the Civil Code (Civil Code), an agreement is said to be legal if the following 4 provisions are met:

1. Conventions that bind them
2. Skills or expertise to make an agreement
3. The subject of a particular matter
4. Something that is halal or not prohibited

After agreement or agreement between the owner who owns the place (land and building) and the user of the land rights, when carrying out the process of establishing a business, a situation will arise if the capital required is insufficient (here capital is defined in financial terms) and the perpetrator businesses seek loans from several parties, for example family members, relatives, and financial sectors such as banks. However, most business operators, because they require quite a large amount of capital, prefer to take out loans from banks. When making a loan at a bank, there also needs to be a convention or agreement made by the borrower with the bank.

In an agreement, especially a credit agreement, one party functions as a creditor and one of them functions as a debtor. When a debtor executes a credit agreement, the creditor provides conditions that must be agreed to first. In general, the terms of a credit agreement must be accompanied by a guarantee or in other words the credit agreement does not have to be accompanied by a guarantee agreement. In a guarantee agreement, what can be used as collateral are several objects that can be sold and have resale value, such as vehicles, land, jewelry, etc. When someone uses land rights as collateral, they are bound by a mortgage right. Mortgage rights over land and also goods related to land, hereinafter referred to as mortgage rights. Mortgage rights are also security rights which are imposed on land rights including or not including goods or other objects which are an integral part of the land itself, for the purpose of repayment of certain debts, which distribute roles that are focused on certain creditors (who owe) certain creditors. other. This matter is clearly explained in the 1996 UUHT as a form of realization of UUPA orders. As for the nature of land rights, there are 2 types, namely primary nature and secondary nature. According to the definition of (H.Meter.Arba, 2016: 97&126) which divides personal rights to land into 2 categories, including people's rights to land which are primary and secondary, examples of primary land rights include:

1. Right of ownership
2. Usage rights in business
3. Use rights in the building

4. Use rights
5. Rental rights
6. The right to open land
7. The right to take forest products

Other rights apart from this, in HM Arba's book, explains that secondary rights are rights which have a nature that is contrary to the law because it has elements of blackmailing and oppressing people who are in debt, so these must be abolished as soon as possible, an example of a right like this namely land lien rights, profit sharing business rights, agricultural land rental rights. In the main agrarian law code no. 5 of 1960 concerning land rights, these use rights are not used as collateral which are charged with mortgage rights, these rights are property rights (HM), business use rights and building use rights, but after the legalization of law number 4 of 1996 regarding mortgage rights over land and goods related to land, objects on land that are subject to mortgage rights and which are not explained above, but the use rights are included in the object of mortgage rights. Usage rights are rights that are used to use or take the results of land that is controlled directly by the state itself or someone else's land as stated in Article 41 paragraph (1) of the Basic Agrarian Law. The right to use can arise based on the decision of the grantor who is represented directly by an official who has the authority to grant or in an agreement with the land owner, which is not a rental agreement or an agreement regarding land cultivation. Based on the contents of article 42 of the UUPA (poko agrarian law) use rights can only be granted to Indonesian citizens, foreign citizens residing in Indonesia, legal entities formed according to Indonesian law and residing in Indonesia, as well as foreign legal entities that have representative in Indonesia. In Law no. 4 of 1996. Contains mortgage rights, usage rights have been made one of the objects of mortgage rights, with this the conclusion can be drawn that usage rights can be used as collateral in an agreement. Because land use rights according to applicable regulations must be registered and according to their nature they can change ownership and can also be subject to mortgage rights.

However, not all use rights to state land can be encumbered with mortgage rights. Use rights over land that cannot be transferred cannot be used as objects of mortgage rights because they include public use rights, the term of which cannot be determined, such as Use Rights in the name of Religious and Social Bodies and Use Rights in the name of Representatives of Foreign Countries which are still used for the interests of the general public cannot be the object of mortgage rights. The encumbrance of mortgage rights with property rights can be seen in the provisions of the Basic Agrarian Law written in Article 25 which states explicitly that "Ownership rights can be used as collateral for debts by being encumbered with mortgage rights."

This rule is reaffirmed in the rules contained in Article 4 of the Mortgage Rights Law no. 4 of 1996, which in this provision states that apart from a plot of land, buildings, plants and work products that have or will exist as an integral part of the plot of land, whether they belong to the owner of the land rights or not, can also be charged with mortgage rights. . This applies as long as the action is carried out by the owner and the burden is clearly stated in the Deed of Granting Mortgage Rights concerned.

Regarding the imposition of land rights, in the provisions of Article 33 of the Basic Agrarian Law it is written that land with the status of Cultivation Rights can be used as collateral for debt and the rights to the land can be encumbered with Mortgage Rights. Imposition of Mortgage Rights on Building Use Rights, written in the provisions of Article 39 of the Basic Agrarian Law which states that land with Building Use Rights status can be used as collateral for debts with mortgage rights encumbered. Even though it is normatively regulated in law that land rights can be encumbered with mortgage rights, in a credit agreement, the position of the collateral (land rights) that is guaranteed is in the name of another person if the creditor violates the agreement to this day. special discussion.

#### **RESEARCH METHODS**

Research is often defined as a scientific activity that is based on methods or methods, systematics and thinking that must have a goal in the process which aims to be able to deepen the

content of certain legal issues using analytical methods and using quantitative research methods, normative research that is qualitative in nature. In this research method, it focuses more on the legal norms contained in various laws and regulations which are often used in this research method, This is, for example, studying the implementation of agreements in credit, in another sense, the research method is an in-depth study of the material carried out carefully from various facts. In this case relating to Credit with Mortgage Guarantee with Land Objects Certificate of Ownership to Plecit Bank/Mobile Bank, there are several methods used in this research process, including

1. Types of research

Research using normative methods is an explanation that uses existing data and combines it with words or statements and not with numbers. Then the things that must be mentioned are several things such as the principles found in law, legal systematics, level of synchronization, legal comparison and legal history.

2. Approach Method

A method used to resolve or solve a problem in a case, then this research uses methods in the form of juridical-normative, juridical-empirical methods. In this research process, we not only examine it from the normative side, but also examine it from the empirical side in the form of the application of law in society. Then research using empirical juridical methods is research that examines legal events in concreto which will be adjusted to the laws and regulations that have been made and determined and are already in force.

3. Research sites

This research was conducted in the city of Karanganyar, and the location used by the researchers was at the office of the notary & PPAT Yeni Safitri SH which is located at Jalan Captain Mulyadi No. 5, Jungke, District. Karanganyar, Karanganyar Regency, Central Java The reason the author chose the research location at the Yeni Safitri SH Notary & PPAT Office, Karanganyar Regency is because the Yeni Safitri SH Notary & PPAT Office has the task of making land certificates and as an official for legally making land certificates.

a. Data source

In conducting this research the author used several forms and types of data, including:

1) Primary data

Primary data is data obtained directly, using primary data through interviews, observations or reports

2) Secondary data

The use of secondary data is legal material that has binding properties. In this research, primary legal materials were obtained from a review of library materials.

3) Tertiary Legal Materials

Is material that provides information about primary legal materials and secondary legal materials, for example: bibliography

b. Method of collecting data

In this research the author collected the necessary data using the following method:

1) Library research

By using this method, data can be obtained through literature review sourced from books, statutory regulations, research results, published journals, and so on.

2) Field Research

By using this method, data can be obtained through information and opinions from informants or sources who have been determined by the researcher. In this case, the data was obtained through interviews conducted at the Yeni Safitri SH Notary & PPAT Office, Karanganyar Regency and the Ngudi Berkah mobile bank office, Kebakkramat District.

c. Data analysis method

In analyzing the data, all data that has been collected will then be analyzed using descriptive

analytical methods. This method is used to sort data, organize the data to be analyzed using various regulations or norms that have been inventoried as well as field data from interviews which can then be drawn as a more specific or specific conclusion.

## RESULTS AND DISCUSSION

### CREDIT AGREEMENT WITH GUARANTEE OF PRIVATELY OWNED LAND RIGHTS TO BANK PLECIT/KELILING

Credit agreement activities using collateral for individual or private land rights, namely a form of debt and receivable agreement between creditors and debtors where the agreement is carried out based on the will or agreement between the two parties concerned without the creation of a deed granting mortgage rights or APHT by the creditor.

Ngudi Berkah Cooperative, where in the process of assigning mortgage rights there was previously an agreement between the Plecit bank/Account Officer with the owner of the property rights certificate which will be pledged as collateral for credit in the process of granting the first mortgage burden, namely by making a credit agreement from the creditor and debtor. In this credit agreement, APHT is not used by PPAT, therefore if the debtor can make a request for issuance a new certificate if the credit provided is problematic as stated in the basic agrarian law.

As a basic rule regarding agrarian principles in the country of Indonesia, in regulating issues and security rights over land, a rule has been outlined as written in article 51 which reads that "rights and responsibilities that can be imposed on property rights, business use rights and building use rights as stated in articles 25,33,39 are regulated in the law, which further in article 25 of the UUPA states that "property rights can be used as collateral for debts by being encumbered by mortgage rights". Article 22 of the UUPA states that "business use rights can be used as collateral for debts with mortgage rights and article 39 of the UUPA states "building use rights

Very floweryThis amount has the effect of a fairly large loss, previously borrowing 13 million rupiah could be returned 15 million, even much higher than the nominal amount owed, depending on the nominal amount and the agreement between the two parties that was made, don't forget that the bank was also accused of violating the initial agreement that had been agreed with adding words to the agreement that have double meaning. Sometimes the behavior of the Plecit bank itself resembles an online loan/loan that is not officially supervised by the OJK (Financial Services Authority) by giving money first and then making an agreement, which has the effect of people being trapped in returning the money, because the money has already been repurposed to make ends meet. needs, business capital, and so on.

Furthermore, the method used by Plecit Bank does not only involve applying high interest rates, but in its implementation in the field it also embarrasses people who borrow/debtors by charging them to the homes of Plecit Bank debtors. Of course, this will be seen by people around the debtor, and this will disturb the debtor's psychology. Apart from that, the plecit bank also provides intimidation, either verbally or in direct action, which essentially means that the debtor/borrower becomes afraid and often the creditor or person in debt sells valuable assets or property, etc. (Hernoko Agus Yudha, 2010)

That plecit banks or mobile banks carry out illegal practices or illegal banking without being supervised by the OJK (financial services authority). The meaning of bank plecit is not contained in statutory regulations. In Law no. 10 of 1998 concerning Amendments to Law No. 7 of 1992. concerning Banking, hereinafter referred to as the Banking Law, illegal/illegal banks are defined as parties who carry out practices as if they werebank. In Article 46 paragraph (1) jo. Article 16 paragraph (1) of the Banking Law provides limits on illicit/illegal banking activities, namely, collecting money from the public in the form of deposits without the permission of Bank Indonesia Leadership (Law of the Republic of Indonesia Number 10 of 1998 concerning Amendments Based on Law Number 7 of 1992 concerning Banking, 1998).

## CONCLUSION

In the country of Indonesia there are no regulations that specifically regulate plecit banks or mobile banks. In law number 10 of 1998 concerning amendments to law number 7 of 1992 concerning banking, illicit banks or illegal banks are defined as parties who carry out practices which are as if as if they were a legitimate bank. The rules contained in article 46 paragraph (1) article 16 paragraph (1) of the banking sector provide restrictions on actions for illegal banks, namely collecting funds from the public in the form of deposits without the knowledge or permission of the leadership of Bank Indonesia. In the research, the author provides legal knowledge to the public and provides an explanation of how the law relates to the legal conditions for a credit agreement guaranteed by a title certificate to a plecit bank/mobile bank and how the risks arise when a holder of land rights makes or applies application for the issuance of a new certificate of ownership, and a person who is considered an adult and a person who can sign an agreement so how the agreement can be declared valid/absolute. By providing an understanding of the law, it is hoped that the public will understand the things that they can do and apply in the future if there are agreements or cases related to credit secured by property rights certificates. In this case, the property rights holder is the one who makes the land certificate the object of collateral to Plecit Bank. can issue new certificates because there is no APHT made by the PPAT and there is no strong legal clarity from the plecit bank / mobile bank itself. From the explanation outlined above, it can be concluded that the debtor gets legal protection from the consumer protection law regarding the provisions contained in article 4c of Law No. 8 of 1999, where consumers have the right to correct, clear and honest information. regarding the condition and guarantee of goods and/or services. This is what is usually violated by business actors and is compounded due to low consumer understanding and the higher position of business actors. This is one example of many things that are detrimental to debtors as consumers

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