
**JURIDICAL REVIEW OF PEOPLE'S BUSINESS CREDIT AGREEMENT (KUR) BETWEEN CUSTOMERS AND
PT. REGIONAL DEVELOPMENT BANKS**

Ipmawan Muhammad Iqbal¹, Moh. Indra Bangsawan²¹ Muhammadiyah University of Surakarta (C100190103@student.ums.ac.id)² Muhammadiyah University of Surakarta (Mib136@ums.ac.id)

ABSTRACT

An agreement is an agreement made between one party and another party in written or verbal form to achieve a certain thing. In borrowing money or credit at a bank or non-bank institution, there is a written agreement made by the customer with the creditor. In a government program to help the community in terms of capital to build or continue a business, the government issued a people's business credit program that can assist the community in business capital matters. In the people's business credit agreement, the customer who will enter into the agreement must pay attention to the contents or legal constrictions of the agreement and understand how to resolve disputes between the customer and the bank. This study uses a juridical-empirical research method with interviews with sources involved in people's business credit agreements, so that this research can be useful to the public in order to know the contents of the legal construction of people's business credit agreements and procedures for settling disputes between customers and banks or creditors.

Keywords : agreement, credit, public

INTRODUCTION

Indonesia is a legal state, as stated in the 1945 Constitution in article 1 paragraph (3). In a legal state, everything or human behavior is regulated in law with the aim of not harming other people and creating an orderly and harmonious atmosphere. The legal state implemented in Indonesia is "rule of law" which means the law will be implemented by many people and agreed upon by everyone, not "rule of man" there is one person and the others just walk as "puppets". (Asshiddiqie, 2011)

In the existing laws in Indonesia relating to civil society, there are two types of law, namely criminal law and civil law. Civil law is legal regulations that regulate the relationship between one legal subject and another legal subject which focuses on the personal interests of the legal subject. Civil law is regulated in the Civil Code (KUHPerduta) or what is called burgerlijk wetboek. In the Civil Code there are four books, namely book one about people, book two about objects, book three about agreements, and book four about evidence and expiration. (Meliala, 2015)

In the fourth book in the Civil Code concerning engagements, it regulates one of them, namely regarding agreements. The definition of agreement contained in Article 1313 of the Civil Code which reads "An act by which one or more people bind themselves to one or more people". An agreement is also referred to as a legal event in which someone makes a promise to another person in writing or verbally. (Satrio, 1992) In an agreement there are conditions for the validity of the agreement which can make the agreement valid according to applicable law. Conditions for a valid agreement include, among other things, an agreement between the two parties, the skill of both parties making it, a certain thing, and a lawful cause (causa).

In the agreement there are several types of agreements, one of which is a credit agreement. Before getting to know credit agreements, it would be good for us to know what credit is, credit is an expenditure of money or debt which can be equated with it based on a loan agreement or agreement between the bank and another party which requires the borrower to pay off the debt by paying interest after a certain period of time. Meanwhile, a credit agreement is a legal relationship between a creditor and a debtor

which regulates the rights and obligations of both. In this case, the debtor is the credit recipient or what is called the customer and the credit giver is called the creditor. Credit agreements are regulated in the Civil Code Article 1754. In credit agreements that are not signed by the bank and debtor, there is no such credit agreement. (Hidayat, 2014)

In credit agreements, there are several types of credit agreements, one of which is the people's business credit agreement. People's business credit (kur) is one of the government programs which aims to help the community's economic growth in terms of business capital. In this people's business credit, the government collaborates with several banking institutions and non-bank institutions as distributors for the program. Banking institutions are one of the financial institutions in Indonesia which have a very important role in the sustainability of the economy in Indonesia. (Pratama, 2019) while non-bank institutions are institutions formed by the government with the aim of helping the welfare of society.

In a people's business credit agreement, there are two parties involved in it, namely the credit giver or what is called the creditor and the party who receives the credit or what is called the debtor. Creditors are parties involved in people's business credit agreements who have a role as parties providing financing assistance, while debtors are one of the parties involved in people's business credit agreements as recipients of financing assistance from the giving party.

This research is very important for people who do not know about people's business credit agreements, so researchers will examine the implementation of people's business credit agreements and how to resolve them if there is a dispute between customers and creditors or banks as people's business credit distributors

RESEARCH METHODS

The method used in this research is the Empirical Juridical Method with interview techniques or sociological research which observes behavior from events that occur in society. This type of research is descriptive research which describes in detail and subjectively the forced defense of criminal acts of robbery. The primary data source used is the results of interviews, while the secondary data source is Article 49 of the Criminal Code, books, journals and other literature. The data collection methods used are literature studies and interviews with qualitative data analysis methods by grouping data obtained from interviews and connecting them with library data. (Dimiyati, 2004)

RESULTS AND DISCUSSION

People's business credit agreement

A people's business credit agreement is an agreement made by a customer with a bank or a creditor and a debtor, where the agreement contains the terms and conditions of people's business credit, which is a program from the government to improve the economy of the Indonesian people. In the people's business credit agreement there are several elements and articles. Articles 1 and 2 contain elements of agreeing and acknowledging the agreement. In this element, the creditor is the party who agrees to the credit and the debtor is the party who acknowledges the existence of the credit. Articles 1 and 2 contain the amount of credit agreed and acknowledged by both parties, the creditor and the debtor. In this element there is also the period or term of the credit agreement and also the repayment period and there are also details about the principal debt, interest, provisions and other costs. Article 3 of the people's business credit agreement contains the debtor's agreement and gives full power and authority to the bank to debit the account for installment payments (principal and interest), notary or PPAT fees, insurance premium fees, early or early repayment or other fees. , and blocking one (1) installment. Furthermore, in article 4 of the people's business credit agreement there are guarantees from the debtor to the bank, one of which is that they will not be involved in any case or dispute. Then in article 5 the debtor does not have the right to take into account bills or receivables with bank debtors. Article 6 states that the debtor must

agree that if deemed necessary and based on the bank's consideration, the bank has the right to transfer, either all or part of the rights arising in connection with the provision of credit facilities based on the credit agreement. Then, article 7 states that when undesirable things happen, the debtor is obliged to fulfill the requirements stated in the people's business credit agreement. Article 8 contains the contents of the guarantee which is guaranteed to the bank or what is known as the creditor, the guarantee cannot be transferred to other parties and in this article there are details of the guarantee which is guaranteed to the creditor or bank. Article 9 explains that changes in power of attorney on the part of the debtor cannot be transferred to any party. Meanwhile, article 10 contains correspondence that must be sent to the creditor or debtor at the address stated in the agreement and correspondence is deemed to have been received within five days after being placed in the nearest post or after being sent by the nearest expedition company; If there is a change of address, the change is notified in writing to the other party in the deed of agreement no later than five working days before the change in address in question occurs. Article 11 states that the debtor is subject to all regulations and policies regarding credit at the bank and this article also explains that when the debtor dies, it will be passed on to the heirs listed in the agreement and this article relates it is stated about the agreement to choose a permanent and general legal domicile and usually the parties choose a district court office located in their legal area. Article 12 states that when deviating from what is stated in article 11, the debtor authorizes the creditor to sign a debt acknowledgment deed according to the debit balance in the debtor's account if the debtor is in default. Article 13 contains the conclusion of the agreement which includes the names of witnesses, the parties being employees or staff of the notary who made the agreement and signed by the notary. The articles above constitute the contents of a valid people's business credit agreement and must be witnessed by a notary

Agreement Review

In an agreement that is valid according to law, the agreement must be in accordance with applicable law, because the agreement is something that must be agreed upon by both parties and does not harm either party and must be fair to the parties concerned. (Gumanti, 2012) In people's business credit agreements between customers or so-called debtors and banks or lenders or so-called creditors must be based on applicable laws, the law that regulates people's business credit agreements is the Regulation of the Coordinating Minister Economic Sector Number 8 of 2019. In this law there are clear details regarding people's business credit agreements which are used as a basis for implementing the agreement. (Diana, 2019)

In this law there are several elements that regulate people's business credit, namely, regarding the implementation of credit, credit distributors, credit recipients, and credit guarantors. In implementing the exchange agreement between the customer and PT. Regional Development Bank in terms of its implementation is correct, because customers with PT. Regional Development Banks in their implementation are in accordance with applicable laws. In Article 3 paragraph (1) part a which reads "micro, small and medium businesses" in terms of distributing people's business credit, the debtor has carried out what has been regulated in the law, namely that the recipient of credit is a micro, small and medium business actor.

In terms of interest rates and provisions in people's business credit (kur), the interest rate charged to customers or debtors is 13% which must be borne by customers per year which is charged to customers or debtors and with a provision of 1% of the credit ceiling. In terms of charging interest rates to customers with this figure, the public objected to this interest rate, because the public objected to the interest rate that would be charged every month. (Sari, 2022)

In the period for returning loan funds from the debtor to the creditor, in this case stated in the people's business credit agreement Article 1 hereby, the period for returning funds depends on the agreement between the creditor and the debtor as stated in the agreement and must be carried out by the debtor to prevent default which could harm both the debtor and the creditor. If the debtor defaults, the creditor is obliged to ascertain whether the debtor did so intentionally or unintentionally so that the

action is in accordance with the agreement agreed between the two parties. (Yustisia, 2021)

In terms of guaranteeing the smooth payment of the debtor's debt to the creditor as a distributor of currency funds, the debtor must provide collateral to the creditor who can guarantee all costs of the debtor's debt if something undesirable by both parties occurs. In providing collateral, the debtor submits collateral according to the amount of the debtor's debt and the agreement between the two parties. Generally, the borrowers hand over the land as collateral belonging to the debtor by including the status of the land, certificate of ownership, address of the land and ownership of the land. (Ariska, 2019)

In implementing a people's business credit agreement that is valid according to law, it is mandatory to have a basis for making the agreement, namely the applicable law. In implementing the agreement, you must pay attention to the contents of the people's business credit agreement in order to avoid unwanted things and avoid delays in paying installments from the debtor to the creditor as the credit distributor or what is called a default, because if a default occurs, the debtor must accept the consequences that have been stated. in the agreement.

Resolution Efforts

In an agreement or implementing a people's business agreement, sometimes there are disputes between the debtor or customer and the creditor or bank. Disputes are one of the common problems in human life, when interactions occur there will be reactions, these reactions are one of the causes of disputes which cause problems between the two parties. (Charda, 2017)

In an engagement, there will definitely be interactions that occur between one party and another party, therefore, in an engagement between one party and another party, it is very likely that a dispute will occur between the two parties. In an engagement, there is a common goal to be achieved from the engagement, therefore, in the engagement it is mandatory to have written evidence in order to avoid disputes between the two parties because the written evidence explains that if a dispute occurs between the two, there will be consequences that will be accepted. .

In a people's business credit agreement there are two parties involved in it, namely the creditor and the debtor, where both parties have their respective rights and obligations which have been agreed and written in the agreement with the aim of avoiding very long and unresolved disputes. .

In the process of providing credit to debtors, banks must apply the principle of prudence to debtors. The principle of prudence is based on the good faith of the debtor who will borrow money from the bank and the creditor adheres to this principle not without reason because he is worried that there will be arrears in the debtor's obligations as the party involved. indebted to the bank or what is called a default. (Yustisia, 2021) When a debtor is in arrears in debt payments, the bank or creditor will take action in accordance with the agreement that has been agreed with the debtor and in accordance with applicable laws.

In resolving problems that arise during the implementation of the debtor's obligations to the creditor or bank, the party who feels disadvantaged must take action in accordance with applicable law and in accordance with the agreement with the debtor and must not reduce or increase the agreed consequences.

In disputes over people's business credit agreements between creditors and debtors, generally regarding non-compliance or arrears in installments from the debtor to the creditor, in this case there are several factors, namely internal factors and external factors, in these two factors the bank is obliged to resolve it by seeking information about the business being carried out. by the debtor, in this case it is a weakness on the part of the creditor in monitoring the debtor's business and a weakness in terms of coaching the debtor in credit.

To save the debtor from fulfilling his obligations to pay off the debt to the creditor, the creditor is obliged to do the following things;

1. Approaching customers who are experiencing delays in fulfilling their obligations and looking for solutions so that the obligations can be completed properly
2. The agreement that must be taken by the creditor is in a friendly manner and looking for solutions to

debtors who experience delays in paying off debts.

3. Then, by reducing the interest on debtors, it will be easier to settle your obligations as a debtor.

In the description above, resolving disputes between debtors and creditors is done in a friendly manner and must mutually understand each party's obligations in the people's business credit agreement and can avoid things that are undesirable for both parties.

CONCLUSION

In the implementation of people's business credit agreements, where people's business credit is a program from the government with the aim of improving the community's economy in the field of micro, small and medium enterprises. The implementation of this agreement was carried out well and did not harm either party and was in accordance with the Regulation of the Coordinating Minister for Economic Affairs Number 8 of 2019 which is the basis for implementing people's business credit agreements. The problem experienced by people who want to take advantage of this government program is that many people object to the large interest rates charged by debtors. In an effort to resolve if there is a dispute in the running of the people's business credit between the two parties, it is stated in the agreement, for example there is a default or the debtor dies, then the people's business credit agreement has stated how to resolve it and must be in accordance with the law. applies to its solution.

REFERENCES

1. Asshiddiqie, J. (2011, November). Gagasan negara hukum Indonesia. In *Makalah Disampaikan dalam Forum Dialog Perencanaan Pembangunan Hukum Nasional yang Diselenggarakan oleh Badan Pembinaan Hukum Nasional Kementerian Hukum dan*.
2. Meliala, D. S. (2015). *Perkembangan Hukum Perdata Tentang Benda dan Hukum Perikatan*. Nuansa Aulia.
3. Hidayat, N. (2014). *Tanggung Jawab Penanggung Dalam Perjanjian Kredit* (Doctoral dissertation, Tadulako University).
4. Pratama, D. (2019). *Prosedur Pelaksanaan Kredit Usaha Rakyat (KUR) Pada PT. Bank Nagari Cabang Padang*.
5. Gumanti, R. (2012). Syarat Sahnya Perjanjian (Ditinjau dari KUHPperdata). *Jurnal Pelangi Ilmu*, 5(01).
6. Diana, M., & Kartasmita, P. S. (2019). Modal Sosial, Persepsi tentang Keterlibatan Militer dan Partisipasi Masyarakat dalam pelaksanaan Program Citarum Harum.
7. Sari, N. K., & Imaningsih, N. (2022). Pengaruh Faktor Internal dan Eksternal terhadap Penyaluran Kredit Usaha Rakyat (KUR) bagi UMKM (Studi Kasus Pada PT. Bank Rakyat Indonesia Tahun 2011-2020). *EKOMBIS REVIEW: Jurnal Ilmiah Ekonomi dan Bisnis*, 10(S1), 121-132.
8. Yustisia, A. R., Permadi, I., & Andrijani, I. (2021). Perlindungan hukum bagi bank dalam penyelesaian kredit karena wanprestasi melalui subrogasi.
9. Charda, U. (2017). Model Penyelesaian Perselisihan Hubungan Industrial Dalam Hukum Ketenagakerjaan Setelah Lahirnya Undang-Undang Nomor 2 Tahun 2004. *Jurnal Wawasan Yuridika*, 1(1), 1-23.
10. Satrio, J. (1992). *Perjanjian Pada Umumnya*. CV Citra Aditya Bakti, Bandung.