
Unwritten Agreement Between the Disposer and the Debtor
(Case Study at Boyolali Market)

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ABSTRACT

The presence of a plecit bank at the Boyolali Traditional Market can provide a solution for traders who need funds. unreasonable/inappropriate, the collection system tends to be rough which of course is not in accordance with the operational standards of Bank Indonesia and/or the Financial Services Authority (OJK). So that this journal will analyze the position of plecit banks and regarding the legal force of unwritten agreements according to Indonesian civil law. Research is used with empirical juridical methods where data is obtained based on research in the field by conducting interviews and observations.

Keywords: Plecit Bank, Unwritten Agreement

INTRODUCTION

Humans as social creatures will always need help and assistance from other people. It has become an instinct that in social life, citizens will help each other or cooperate with one another. In fact, no human being can live alone, everyone needs each other, especially regarding the fulfillment of daily human needs in life in a community environment (Kurnia, 2021). Human life in society cannot be separated from the existence of a series of life needs, both basic needs and additional needs. Therefore, in order to fulfill their needs, people will work to earn wages which will later be used to fulfill their daily needs. However, in reality on the ground, often in daily life an emergency situation suddenly arises that requires funds immediately or unexpected needs also suddenly arise even though the community does not have financial reserves or savings. When faced with such conditions, people often need additional emergency funds which can be used to finance sudden needs. This was then captured by a number of parties who then opened up credit provider services to the public. In the midst of these uncertain economic conditions, credit institutions are starting to emerge that offer loans of funds to people who need fresh funds.

One real example of an emergency that occurred was during the Covid-19 pandemic, where all activities were carried out from inside the house, business activities were quiet, including buying and selling at the market, which was also stopped. In addition, there is a policy from the central government regarding the Implementation of Community Activity Restrictions (PPKM), where all outdoor activities are minimized in such a way. Of course, this situation is a major blow to everyone, especially those who depend on daily business activities such as market traders. At that time, many market traders went out of business because they were unable to survive amidst the uncertainty of the situation which forced everything to stop. The economy is falling even though on the other hand these traders need funds to just survive.

Likewise, what has happened recently, in the midst of people starting to be haunted by the threat of an economic recession, is that everything is predicted to be difficult, especially in the economic sector. In the midst of these difficult economic conditions, one of the people who will experience a bad impact are market traders. For market traders who need funds to cover their emergency or occasional needs, sometimes they need a loan to cover their needs. However, it cannot be denied that they need a loan that is fast, not complicated and gets the money immediately. In the practice of life in traditional markets, the presence of private banks or the existence of renters is not something foreign to market traders. Plecit

Bank can be a solution for several traders who need fresh funds with easy conditions and get money quickly, although the interest is definitely very high when compared to borrowing from financial institutions such as banks.

Informal institutions such as Plecit banks can be used as a shortcut for a number of people, especially market traders, to quickly meet their emergency needs by lending credit to institutions that do not have a permanent legal entity. In fact, it is very easy to apply for credit, just using a National Identity Card (KTP) accompanied by light collateral such as an original marriage certificate or original family card, even some private banks do not require collateral, the funds can be disbursed the same day (Azhar, 2021). For some traders, the existence of the Plecit Bank is able to provide the quickest solution to their difficulties, even though the payment mechanism does not make sense, because if the debtor is negligent in returning the money, then the Plecit Bank will double the bill on the next bill accompanied by exorbitant interest. So the more the principal and interest on the loan is not paid, the more it will multiply. The main source of funds for this Plecit bank is the personal funds of the owner/renter, which are then lent to a number of people at very high interest rates. In the practice of the presence of plecit banks among traditional market traders, the mechanism is carried out very simply, there is no written agreement or written agreement between the fund releaser and the debtor. The conditions, as previously explained, are only an Indonesian resident card (KTP) accompanied by collateral or not, depending on the creditor. Disbursement of funds is very fast and easy.

In the midst of the widespread practice of plecit banking in several traditional markets, for example in Boyolali Market, there are consequences where the presence of plecit banking will give rise to the assumption that illicit or illegal banking practices have occurred. In Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, hereinafter referred to as the Banking Law, an illegal bank is defined as a person or party who carries out practices as if they were a bank. According to Article 46 paragraph (1) in conjunction with Article 16 paragraph (1) of the Banking Law, restrictions are given regarding illegal banking practices, where illegal banks are only allowed to collect savings funds from the public or in the form of savings, but in practice plecit banks do not collect funds but instead throwing or lending funds to several communities in need (Sonia, 2021).

The presence of a plecit bank at the Boyolali Traditional Market, for example, although on the other hand it can provide a solution for traders who need funds, on the other hand the presence of a plecit bank which is categorized as an illegal bank or illegal bank actually creates new problems, such as an unreasonable interest charging system. and not in accordance with Bank Indonesia standards, a billing system that also tends to be rude and not in accordance with the operational standards of Bank Indonesia or the Financial Services Authority (OJK), as well as credit procedures that are not based on written agreements so that they are prone to abuse by certain parties, especially from the creditor side (Sonia, 2021). So based on this, the position of the Plecit bank, on the other hand, is to provide assistance or solutions, but on the other hand, it can actually create new problems that can ensnare debtors, especially in the process, there is no written agreement, where the absence of a written debt and receivables agreement will have an adverse impact on both parties. party.

As far as research has been carried out by researchers, there are no statutory regulations that strictly regulate this plecit bank, but several studies have contributed regarding the existence of plecit banks in society, one of which is quite common in Boyolali Market. The first research was a journal written by Azhar Alam with the title "Elements of Usury in the Differences in the Concept of Credit Loans between Moneylenders and Plecit Banks". This research was conducted in 2021, where in this journal the author provides a description and analysis regarding the differences between loan sharks and private banks in the concept of usury in credit loans. The second research was written by Ida Kurnia in a journal entitled "Legal Aspects of Plecit Banks and Their Problems" which was written in 2021. This journal explains plecit banks from a legal perspective and also analyzes the problems that arise from the practice of plecit banks. The existence of both types of research which both wrote about plecit banks then inspired researchers to make an analysis of plecit bank practices based on studies at Boyolali Market in terms of the absence of

written agreements between debtors and creditors. Based on these provisions, the next research will present any analysis that arises in this legal research, under the title "UNWRITTEN AGREEMENT BETWEEN MONEY RELEASERS AND DEBTORS (CASE STUDY IN BOYOLALI MARKET)."

RESEARCH METHODS

Legal research in this case is a collection of methods, systematics, certain activities that are interrelated with the aim of studying several legal phenomena which are then analyzed to obtain legal facts that are used to solve problems that arise. In order for research to be as expected by researchers, it is necessary to have appropriate and appropriate methods so that the results are not far from the initial objectives (Amiruddin, 2017). The approach in this research uses empirical juridical methods, meaning that this research will discuss data obtained based on research in the field by conducting interviews and observations with sources related to this research. Then it is linked to literature studies which contain principles, theories and also applicable laws and regulations related to the research carried out (Beni, 2019). In the empirical juridical aspect, the researcher will carry out research by conducting a study based on legal regulations on the reality in society, then as a reinforcement of the study it will also be connected with several legal theories and literary literature related to the practice of providing loans to a number of Boyolali Market traders which are not based on a written agreement between the fund releaser and the debtor.

RESULTS AND DISCUSSION

An agreement is an act in which one or more people bind themselves to one or more other people (based on Article 1313 of the Civil Code). An agreement is an agreement, although there are also verbal (not written) agreements/agreements, which are often found in society, which may also not cause major losses for those who make the agreement/agreement. In civil law, especially contract law, also provides freedom to contract/enter into agreements as long as the agreement/agreement is still on the right track. An unwritten agreement is a valid agreement as in the study of civil law as long as it is made not in conflict with Article 1320 of the Civil Code (KUHPer) which states that "One of the conditions for the validity of an agreement is that it is necessary for those who are binding themselves to agree. For a valid agreement to occur, four conditions need to be met, namely:

1. Their agreement is binding, there must be approval or agreement of the parties making the agreement. There must be no coercion or pressure, but the agreement must be based on one's own will;
2. The capacity to make an agreement, based on the Civil Code, those who are not capable of making an agreement/agreement are those who are minors, people who are placed under guardianship, and women who are married in cases determined by law and in general all people who it is prohibited by law to make certain agreements;
3. A particular subject matter is the object of the agreement, such as performance (giving something, doing something, or not doing something as stated in Article 1234 of the Civil Code);
4. A cause that is not prohibited (a halal cause), must not conflict with the law, must not conflict with decency or public order (Jessica, et.,al, 2021).

Then this article is supported by Article 1338 of the Civil Code which states that "All agreements made legally are valid as law for those who make them. In Article 1320, which the author previously mentioned, there is no provision that requires an agreement to be made in writing. So, it can be seen that an unwritten agreement/agreement between the promise makers is legally binding (*pacta sun servanda*). However, in terms of handling debt and receivable agreements (releasing money with debtors) Article 1866 of the Civil Code itself regulates evidence in civil law, namely (Nur, 2018):

1. Written proof;
2. Evidence with witnesses;

3. Estimates;
4. Confession;
5. Oath

Based on the foregoing, if a money lender wants to argue that there is a debt agreement that is not written (oral), then the money releaser (plecit bank) can submit witness evidence that can explain the existence of an unwritten debt agreement (oral). the. However, unfortunately, witness evidence alone is not enough to prove an event/agreement. A minimum of two witnesses are required, or one witness with the addition of other evidence such as a confession from the opposing party who made the agreement to complete the minimum limit of evidence in the civil case itself (Ahmadi, 2020). Proving civil cases is very important so that the judge's assessment of the evidence will be closely related to the provisions of evidence based on the existing and/or proposed evidence. According to Achmad Ali and Wiwie Heryani, there are five types of evidentiary power or evidentiary power of evidence, namely: 1. Perfect, complete evidentiary power (volledig bewijskracht); 2. The strength of the evidence is weak, incomplete (onvolledig bewijskracht); 3. Partial evidentiary power (gedeeltelijk bewijskracht); 4. Determining evidentiary power (beslissende bewijskracht); and 5. Strength of proof of resistance (tegenbewijs or kracht van tegen bewijs) (Achmad, 2005).

CONCLUSION

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