



# Settlement of Banking Credit Facility Disputes Through a Simple Lawsuit (Case Study Case Number 9/Pdt.G.S/2021.PN.Pin)

**Muhammad Fadil Tahir** 

Faculty of Law, Indonesian Muslim University,

**Hasbuddin Khalid** 

Faculty of Law, Indonesian Muslim University,  
<https://orcid.org/0009-0007-3234-4173>

**Sudirman Sunusi** 

Faculty of Law, Indonesian Muslim University,

**Anisah Daeng Tarring** 

Faculty of Law, Indonesian Muslim University,  
<https://orcid.org/0009-0000-8670-3062>

Corresponding author's email:

<mailto:Fadhiltahir21@gmail.com>

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#### Abstract

This study aims to analyze the mechanism for resolving bank credit facility disputes through a simple lawsuit in the District Court of Pinrang and to understand the form of responsibility carried out by the debtor to the creditor in resolving bank credit facility disputes through a simple lawsuit in the District Court of Pinrang. This research is

empirical research, namely research that is conducted directly into the field in order to obtain complete data regarding the mechanism for resolving bank credit facility disputes through a simple lawsuit in the Pinrang District Court. The results of the study show that the settlement of bank credit facility disputes through a simple lawsuit with case number 9/Pdt.G.S/2021/PN.Pin at PT. BANK MEGA.Tbk. Choose the path of dispute resolution through the path of peace. In practice, when the debtor makes bad credit, PT. BANK MEGA.Tbk, can execute on the basis of an agreement. The execution was carried out by: First, it was carried out by subpoena three times. Second, the execution is carried out directly under the hands of the object that is the object of collateral without going through a lawsuit in a district court. Third, direct execution through a public auction where the results of the auction are taken to pay off the payment of receivables. Direct executions can be carried out without involving the court. If underhand sales reach the highest price that benefits the parties, then the fiduciary guarantee dispute resolution is relevant to the applicable law.

**Keywords:** Dispute settlement; kredit; simple lawsuit;

### **Abstrak**

Penelitian ini bertujuan untuk menganalisis mekanisme penyelesaian sengketa fasilitas kredit perbankan melalui gugatan sederhana di pengadilan negeri pinrang dan memahami bentuk tanggungjawab yang dilakukan oleh debitur terhadap kreditur pada penyelesaian sengketa fasilitas kredit perbankan melalui gugatan sederhana di Pengadilan Negeri Pinrang. Penelitian ini adalah penelitian empiris, Hasil penelitian menunjukkan bahwa penyelesaian sengketa fasilitas kredit perbankan melalui gugatan sederhana dengan Nomor perkara 9/Pdt.G.S/2021/PN.Pin di PT. BANK MEGA.Tbk. Memilih jalan penyelesaian sengketa melalui jalur perdamaian. Pada paktiknya ketika debitur melakukan kredit macet

pihak PT. BANK MEGA.Tbk, dapat melakukan eksekusi atas dasar kesepakatan. Eksekusi yang dilakukan dengan cara: Pertama, dilakukan dengan somasi sebanyak tiga kali. Kedua, eksekusi dilakukan secara langsung penjualan dibawah tangan atas benda yang menjadi objek jaminan tanpa melalui gugatan ke pengadilan negeri. Ketiga, eksekusi langsung lewat pelelangan umum dimana hasil pelelangan tersebut diambil untuk melunasi pembayaran piutang. Eksekusi langsung bisa dilakukan tanpa melibatkan pengadilan. Jika dengan cara penjualan dibawah tangan mencapai harga tertinggi yang menguntungkan para pihak, maka penyelesaian sengketa jaminan fidusia sudah relevan dengan aturan hukum yang berlaku.

**Kata kunci:** Penyelesaian sengketa; kredit; gugatan sederhana;

## A. Introduction

Settlement of non-performing banking credit disputes in the General Courts (District Court, High Court and Supreme Court) has taken a long time. After being decided at the District Court level, the banking sector must face the legal action of Appeal, Cassation or Judicial Review submitted by the debtor, so that the banking sector must wait for the bad credit dispute to have a court decision with permanent legal force (In-kracht) so that it can carry out its execution.<sup>1</sup> The backlog of cases at the Supreme Court reached ± 30 thousand case files and were examined by 49 Supreme Court Justices, so that many Supreme Court decisions seemed "as is" without being supported by comprehensive legal considerations. This is caused by the high workload of our Supreme Court Justices so that the Supreme Court Judges are less focused on examining each case. Logically, this will certainly affect the quality of decisions from the Supreme Court itself.<sup>2</sup>

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<sup>1</sup> Syapri Chan, "Penyelesaian Sengketa Kredit Macet Perbankan," *Jurnal Normatif* 1, no. 1 (2021): 6–17.

<sup>2</sup> Arman Tjoneng, "Gugatan Sederhana Sebagai Terobosan Mahkamah Agung Dalam Menyelesaikan Penumpukan Perkara Di Pengadilan Dan Permasalahannya," *Dialogia Iuridica* 8, no. 2 (2017): 93–106.

According to Law no. 48 of 2009 concerning Judicial Power, in Article 2 paragraph (4) states that justice is carried out simply, quickly and at low cost. The principle of simplicity, speed and low cost is the most basic judicial principle of the implementation and administration of justice which leads to effective and efficient principles and principles.<sup>3</sup> The simple principle is that the examination and resolution of cases is carried out in an efficient and effective manner. Simple can also be interpreted as a process that is not convoluted, not complicated, clear, straightforward, non-interpretible, easy to understand, easy to carry out, easy to apply, systematic, concrete both from the perspective of justice seekers and from the perspective of law enforcers who have There are very diverse levels of qualifications, both in terms of educational potential, socio-economic conditions, culture and so on.<sup>4</sup> However, in practice simple principles are only interpreted as mere administrative matters without any understanding that simple principles must be the soul and motivational spirit of law enforcement which is implemented comprehensively at every level and institution.<sup>5</sup>

As regulated in Article 1338 of the Civil Code, a credit agreement is a bond between creditors and debtors and is a law for them so that it must be obeyed by the parties and their respective obligations. Disobedience to the law made is called default, neglect, or broken promise.<sup>6</sup> In the development of modern banking, the definition of credit is not limited to lending to customers alone or traditional credit, but is broader and provides flexibility in the credit it provides.<sup>7</sup> This can be seen from the definition of credit coverage contained in the attachment to the Guidelines for Preparing Bank Credit Policies, where credit is not limited to the provision of credit facilities which are usually recorded in credit items in assets on the bank's balance sheet, but also includes the purchase of securities accompanied by a note

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<sup>3</sup> Nia Sari Sihotang, "Penerapan Asas Sederhana, Cepat Dan Biaya Ringan Di Pengadilan Negeri Pekanbaru Berdasarkan Undang-Undang Nomor 48 Tahun 2009 Tentang Kekuasaan Kehakiman" (Riau University, 2016).

<sup>4</sup> M Usrin, "Analisis Yuridis Asas Peradilan Sederhana Cepat Dan Biaya Ringan Dalam Sistem Peradilan Pidana," *Solusi* 16, no. 1 (2018): 60–65.

<sup>5</sup> Usrin.

<sup>6</sup> Ahmad Yani and Gunawan Wijaya, *Seri Hukum Bisnis, Jaminan Fidusia* (Jakarta: Radja Grafindo Perkasa, 2000), halaman 2.

<sup>7</sup> Riana Hapsari, "Penerapan Prinsip 3r (Restructuring, Reschedulling, Reconditioning) Dalam Implementasi Peraturan Otoritas Jasa Keuangan Nomor 11/Pojk. 03/2020 Tentang Stimulus Perekonomian Nasional Sebagai Kebijakan Countercyclical Dampak Penyebaran Coronavirus Disease 2019," " *Dharmasisya*" *Jurnal Program Magister Hukum FHUI* 1, no. 4 (2022): 33.

purchase agreement or credit agreements, purchasing other securities issued by customers, collecting bills for factoring and providing bank guarantees, which include acceptance, endorsement and initialization of securities.<sup>8</sup>

As is known above, a bank is a financial intermediation institution. In general, banks are established with the authority to accept money deposits and lend money. In carrying out its activities, banks offer various products containing community support activities, ranging from money saving services, money transfer economic services, and also money lending services known as credit.<sup>9</sup> Community funds collected in large amounts and over a long period of time are the main source for banks to distribute back to the community in the form of credit. Banks serve financing needs and launch payment system mechanisms for all economic sectors.<sup>10</sup>

Simple can also be interpreted as an event that is clear, easy to understand and not complicated. The fewer and simpler the formalities that are required or required in court proceedings, the better.<sup>11</sup> There are too many formalities that are difficult to understand, or regulations that have different meanings (dubieus), thus allowing for various interpretations, not guaranteeing legal certainty and causing reluctance or fear to proceed before a court.<sup>12</sup> Providing credit facilities as stated in a credit agreement by a bank to debtors is not without risk, because risks may occur, especially because debtors are not obliged to pay their debts in full or in cash, but the debtor is entrusted with trust by law in the credit agreement.<sup>13</sup> Risks that generally occur are failure or delays in repayment of credit (credit risk), risks arising from market movements (market risk), risks due to banks being unable to fulfill their maturing obligations (liquidity risk), and risks

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<sup>8</sup>Mohammad Djomhana, *Hukum Perbankan di Indonesia*, (Bandung: Citra Aditya Bakti, 2000), page 268.

<sup>9</sup>Bustari Muktar, *Bank dan Lembaga Keuangan Lainnya*, (Prenada Media, 2016).

<sup>10</sup>Baadariyah Harun, *Penyelesaian Sengketa yang Bermasalah*, (Yogyakarta: Pustaka, n.d.).

<sup>11</sup>Efa Laela Fakhriah, "Mekanisme Small Claims Cortt dalam Mewujudkan Tercapainya Keadilan yang Sederhana, Cepat dan Berbiaya Rendah," *Mimbar Law-Faculty of Law, Gadjah Mada University* 25, no. 2 (2013): 258-70.

<sup>12</sup>Sihotang, "Penerapan Prinsip Sederhana, Cepat dan Biaya Ringan di Pengadilan Negeri Pekanbaru, Based on Law Number 48 of 2009 concerning Judicial Power."

<sup>13</sup>Ervira Sekar Langit and Erny Herlin Setyorini, "Perlindungan Hukum Terhadap Debitur Cidera Janji dalam Perjanjian Home Credit dengan Jaminan Hipotek," *Bureaucracy Journal: Indonesia Journal of Law and Social-Political Governance* 2, no. 2 (2022): 777-93.

due to weaknesses in the juridical aspect. caused by legal demands, absence of supporting legislation (legal risk).<sup>14</sup>

As regulated in Article 1338 of the Civil Code, a credit agreement is a bond between creditors and debtors and is a law for them so that it must be obeyed by the parties and their respective obligations. Disobedience to the law made is called default, neglect, or broken promise.<sup>15</sup> In the development of modern banking, the definition of credit is not limited to lending to customers alone or traditional credit, but is broader and provides flexibility in the credit it provides. This can be seen from the definition of credit coverage contained in the attachment to the Guidelines for Preparing Bank Credit Policies, where credit is not limited to the provision of credit facilities which are usually recorded in credit items in assets on the bank's balance sheet, but also includes the purchase of securities accompanied by a note purchase agreement or credit agreements, purchasing other securities issued by customers, collecting bills for factoring and providing bank guarantees, which include acceptance, endorsement and initialization of securities.<sup>16</sup> Simple can also be interpreted as an event that is clear, easy to understand and not complicated. The fewer and simpler the formalities required or required in court proceedings, the better. There are too many formalities that are difficult to understand, or regulations that have varying meanings (dubious), thus allowing for various interpretations, not guaranteeing legal certainty and causing reluctance or fear to proceed before a court. Based on the background that has been stated, the author conducted research with the title Settlement of Banking Credit Facility Disputes through Simple Lawsuits (case study case number 9/Pdt.G.S/2021/PN.Pin).

## B. Method

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<sup>14</sup> Yani and Wijaya, *Seri Hukum Bisnis, Fiduciary Guarantees*, page 2.

<sup>15</sup> Oting Supartini and Anis Mashdurohatun, "Akibat Hukum Akta Perjanjian Kredit Yang Dibuat Oleh Notaris Dengan Jaminan Hak Tanggungan Serta Kepastian Hukum Dan Keadilan Bagi Para Pihak," *Journal of Legal Reform* 3, no. 2 (2016): 200-215.

<sup>16</sup> Djumhana, *Hukum Perbankan di Indonesia*, page 368.

The type of research used is empirical research. Empirical research is a legal research method that focuses research on the reality of law in society, or functions to see the law in a real sense and examine it as law in society (law in action). The population in this research is the Pinrang District Court office. And the method used is the purposive sampling method, which is a way of collecting data first by determining certain criteria by the researcher. The purposive sampling method is to determine a number of samples representing the existing population, whose categories have been determined by the researcher himself.

## C. Result & Discussion

### a) Mechanism for Settlement of Banking Credit Facility Disputes Through a Simple Lawsuit Case Number 9/Pdt.G.S/2021/PN.Pin

Simple Claims or Small Claim Court is a procedure for examining civil lawsuits with a material claim value of a maximum of IDR 500 million which are resolved using simple procedures and evidence.<sup>17</sup> The difference between a simple lawsuit and a lawsuit in general is that the value of material losses is more specifically determined in a simple lawsuit, namely a maximum of IDR 500 million. Meanwhile, in ordinary civil lawsuits, the amount of material losses is not limited. In addition, this simple lawsuit is examined and decided by a single judge within the scope of general judicial authority. Based on Supreme Court Regulation (perma) no. 4 of 2019 was issued to improve Perma No. 2 of 2015 which aims to speed up the process of resolving cases according to the principles of simple, fast, low-cost justice. The issuance of this Perma is also a way to reduce the volume of cases in the Supreme Court and is adopted from the small claims court justice system, one of which is implemented in London, England.<sup>18</sup> A simple lawsuit is filed in cases of breach of contract and/or unlawful acts with a material claim value of a maximum of IDR. 500 million. Cases that are not included in simple claims are cases where dispute resolution is carried out

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<sup>17</sup> Nevey Varida Ariani, " Gugatan Sederhana dalam Sistem Peradilan di Indonesia," P-ISSN Legal Research Journal 1410 (2018): 5632.

<sup>18</sup>Ummul Khair Mukhlis, " Kewenangan Eksekusi Hak Tanggungan Bank Syariah Berdasarkan Surat Edaran Mahkamah Agung Nomor 4 Tahun 2016" (Faculty of Sharia and Law, UIN Syarif Hidayatullah Jakarta, n.d.).

through special courts regulated in statutory regulations. The requirements for a simple lawsuit are based on Article 4 of Perma No. 4 of 2019 as follows:

- a) The parties in a simple lawsuit consist of a plaintiff and a defendant, each of whom cannot have more than one, unless they have the same legal interests.
- b) A simple lawsuit cannot be filed against a defendant whose place of residence is unknown.
- c) The plaintiff and defendant in a simple lawsuit are domiciled in the same jurisdiction of the Court.
- d) The plaintiff and defendant are required to attend each hearing in person with or without being accompanied by a legal representative.

In simple lawsuit cases, it is not mandatory to be represented by a lawyer or advocate as in ordinary civil lawsuit cases. However, the parties (plaintiff and defendant) with or without legal counsel are required to attend the hearing in person. The Simple Lawsuit Regulation does not prohibit using the services of an attorney. In Article 4 paragraph (4) Perma 4/2019 there is the phrase "with or without being accompanied by a legal representative". So, the parties may use the services of an attorney or not. However, if the plaintiff/defendant uses the services of an advocate, they may suffer losses because it is feared that the value of the lawsuit will not be commensurate with the costs of the attorney's services. Based on the case that occurred at the Pinrang District Court with case number 9/Pdt. G.S/2021. PN Pin. Which was held on Thursday 21 October 2021. The Pinrang District Court trial which was held openly to the public which examined and adjudicated small claims cases had come to appear. PT. MEGA BANK. Tbk, BANK MEGA BANTU PINRANG BRANCH OFFICE, Jalan Jenderal Sudirman, Macorawalie Village, Watang Sawitto District, Pinrang Regency, South Sulawesi Province in this case gives power of attorney to IWAN KURNIAWAN, SH., MH., et al, Litigation Legal Officer PT Bank Mega, tbk, based on a special letter dated 31 August 2021 which was registered at the clerk's office of the Pinrang District Court on September 14 2021 under Register No. 77/Pendf/SK/Pdt/2021, as plaintiff. File a lawsuit against Muh. Al Azhar, born in Makassar on 25 November 1990, is a private worker who lives at Jalan Sultan Hasanuddin No.1 Mall



Pinrang Sejahtera Toko Al-Azhar, Kelurahan Jaya, Watang Sawitto District, Pinrang Regency, South Sulawesi, hereinafter referred to as defendant 1. Defendant 2 on behalf of Asmarini was born in Pinrang, on March 5 1991, lives at Jalan Hasanuddin No. 1 Pinrang Sejahtera Mall Al-Azhar Store, Jaya Village, Watang Sawitto District, Pinrang Regency, South Sulawesi. Defendant 1 on behalf of Muh. Al Azhar and Defendant 2 Amarini appointed as legal representatives to Rudy., S.H., M.H. Based on a special power of attorney dated September 23 2021 which was registered at the Pinrang District Court clerk's office on September 27 2021.

The Parties each stated that they were willing to end the dispute between them as stated in the plaintiff's lawsuit letter on September 10 2021 which was received and registered at the Pinrang District Court clerk's office on September 13 2021 under register number 9/Pdt.G.S/2021/ PN Pin, by means of peace or mediation and for this reason the parties have entered into an agreement based on a written peace agreement dated 21 October 2021. Muh. Al Azhar and Asmarini, whose address is Pinrang Sejahtera Mall Number 1, Jaya Village, Sawitto District, Pinrang Regency, South Sulawesi Province, are the first parties. Then PT. BANK MEGA, Tbk whose address is Jl. Gen. Sudirman No.156 Macorawalie Village, Watang Sawitto District, Pinrang Regency, South Sulawesi Province, represented in this case by Muhammad Taufik Syarifuddin who acts in his respective position as regional asset recovery officer, Based on power of attorney no: 106/DIRBM-LI/ 21, stamped on 31 August 2021, hereinafter referred to as the second party.

The first and second parties explained and stated in advance that the second party had filed a simple lawsuit against the first party through the Pinrang District Court as registered in the civil case register no. 09/pdt.G.S/2021/PN.Pin (hereinafter referred to as Simple Lawsuit). The first party acknowledges that the total amount owed to the second party is 393,515,689.51- (three hundred and ninety-three million five hundred and fifteen thousand six hundred and eighty-nine rupiah and fifty-one cents) which is the accumulation of the principal debt, interest and penalties as of 07-28-2021. The first party and the second party have agreed to make peace

to resolve the problem between the first party and the second party (hereinafter referred to as the parties) in accordance with the applicable procedures and provisions and then the parties agree to make peace in court. Based on these rights, the parties hereby agree to implement this settlement with the following terms and conditions:

- a) That the first party is willing to repay the credit it has received from the second party in the amount of Rp. 100,000,000 (one hundred million rupiah).
- b) That the payment for repayment of the first party credit facility will be made in stages as follows: The first stage on October 29 2021 is IDR. 20,000,000. The second stage on 29 November 2021 amounted to IDR 40,000,000. The third stage on 29 December 2021, amounted to IDR 40,000,000
- c) That the agreed amount is the value agreed upon by the parties after removing interest and fines as well as cutting the principal (cut loss) from all obligations to the second party.
- d) That after the first party has completed the above, the second party is obliged to return the credit facility debt guarantee to the first party.

The Parties agree to submit this Peace Agreement to the Pinang District Court through the Civil Case Examining Judge No:09/Pdt.G.S/2021/PN.Pin as a basis for making a Peace Decision which is binding on the Parties and has permanent legal force (inkracht). That if the First Party does not make settlement payments in accordance with this Settlement agreement, then the Parties shall declare as follows:

- a) This Peace Agreement is considered null and void and thus the obligations of the First Party to the Second Party return to their original state, namely. amounting to IDR 393,515,689.51- (Three Hundred Ninety Three Million Five Hundred Fifteen Thousand Six Hundred Eighty Nine Rupiah Fifty One Cents) which is the accumulation of the principal debt, interest and fines as of 07-28-2021, where the amount of interest and late fines will continue to increase over time if the First Party has not made payment.

- b) The Second Party has the right to use its preferential rights as the holder of mortgage rights to conduct an auction of the First Party's debt collateral through the Parepare City State Property and Auction Service Office (KPKNL).

That all costs arising subsequently related to this peace settlement will be borne by the Second Party. Thus, this Peace Agreement was made and signed by the Parties on the date as stated at the beginning of this Peace Agreement by the Parties, with sufficient stamp duty and having legally valid evidentiary force. After the contents of the peace agreement were made in writing on October 21 2021 and read to both parties parties, then they each explain and declare that they agree to the entire contents of the peace agreement without any coercion from any party. Then the Pinrang District Court handed down the following decision: The Pinrang District Court which tried the small claims case in the first instance in the case between: PT. BANK MEGA, Tbk Cq. BANK MEGA PANTU PINRANG BRANCH OFFICE, Jalan Jenderal Sudirman, Macorawalie Village, Watang Sawitto District, Pinang Regency, South Sulawesi Province, in this matter gives power of attorney to IWAN KURNIAWAN, SH., MH., et al, Litigation Legal Officer PT Bank MEGA, Tbk, based on a Special Power of Attorney dated 31 August 2021 which was registered at the Registrar's Office of the Pinrang District Court on 14 September 2021 under Register No.77/Pendf/SK/Pdt/2021, hereinafter referred to as the plaintiff.

Against Muh. Al Azhar as defendant I, born in Makassar, November 25 1980, is a private worker, domiciled at Jalan Sultan Hasanuddin No.1 Mall Pinang Sejahtera Toko AL-AZAR, Kelurahan Jaya, Watang Sawitto District, Pinrang Regency, South Sulawesi, Then Asmarini , as defendant 2. He was born in Pinrang, March 5 1991, lives at Jalan Sultan Hasanuddin No.1 Mall Pinrang Sejahtera Toko AL-AZAR, Kelurahan Jaya, Watang Sawitto District, Pinrang Regency, South Sulawesi. Defendant 1 and Defendant 2 are collectively referred to as the Defendants in this case granting power of attorney to RUDIY, S.H., M.H., Advocate and Legal Consultant Rudi Yusuf whose office address is at BTN Sekkang Mas Blok Q 9, Bentengnge Village, Watang Sawitto District, Regency Pinrang. Based on the Special Power of

Attorney dated 23 September 2021 which was registered at the Registrar's Office of the Pinrang District Court on 27 September 2021 under Register No. 77/Pendf/SK/Pdt/2021. The District Court read the letters relating to this case, read the peace agreement between the parties, heard both parties in the case and considered that from the Peace Agreement the parties agreed to settle the case in peace. Considering that the matters agreed upon by the parties do not conflict with the laws and decency that apply in society, therefore the Peace Agreement is based on law. Considering, that the Peace Agreement binds the parties to comply and implement in accordance with Article 1338 of the Civil Code. Considering, that because the parties agreed to peace and in the peace agreement it was agreed that the costs of the case would be the burden of the Plaintiff, the costs of the case in this case were borne by the Plaintiff.

Bearing in mind, Article 154 RBg and Article 15 paragraph (3) of Supreme Court Regulation Number 2 of 2015 in conjunction with Supreme Court Regulation Number 4 of 2019 concerning Procedures for Settlement of Simple Claims and other relevant Legislation, adjudicating; Punish both parties to comply with and implement the contents of the peace agreement that has been agreed upon above; Sentenced the Plaintiff to pay court costs of Rp. 450,000.00 (four hundred and fifty thousand rupiah). This was decided and pronounced in a hearing open to the public at the Pinrang District Court on Thursday, October 21 2021 by Rio Saliawan, S.H, assisted by Syamsir Musa, Substitute Registrar and attended by the Attorneys for the Plaintiff and Defendants;Perincian biaya

Registration	: 30.000.00
Blaya process/ATK	: 50.000.00
Court summons	: 320.000.00
PNBP court summons	: 20.000.00
Duty stamp	: 10.000.00
Editorial	: 10.000.00
Leges	: 10.000.00 +

Amount: 450,000.00 (four hundred and fifty thousand rupiah)

### **A. Debtor's Liability towards Creditors According to Decision with Case Number 9/Pdt.G.S/2021/ON.Pin**

Based on the results of mediation carried out through a simple lawsuit, the Creditor and Debtor have agreed that the first party, namely Muh. Al Azhar and Asmarini are willing to repay the credit they have received to the second party, namely PT. Bank Mega, Tbk amounting to Rp. 100,000,000 (one hundred million rupiah). That the payment of repayment of the first party credit facility will be carried out in stages as follows:

- a) The first stage on October 29 2021 is IDR. 20,000,000.
- b) The second stage on November 29 2021 is IDR 40,000,000
- c) Third Stage on December 29 2021, amounting to IDR 40,000,000.

That the agreed amount is the value agreed upon by the parties after removing interest and fines as well as cutting the principal (cut loss) from all obligations to the second party. After the first party has completed the above, the second party is obliged to return the credit facility debt guarantee to the first party. Settlement of non-performing banking credit disputes in general courts (District Court, High Court and Supreme Court) has so far taken a long time. After being decided at the district court level, the banking party must face the legal action of appeal, cassation, or judicial review (PK) submitted by the debtor, so that the banking party must wait for the bad credit dispute to have a court decision that has permanent legal force (in-kracht) so that can carry out its execution. Based on Law no. 48 of 2009 concerning judicial power, Article 2 paragraph (4) states that justice is carried out simply, quickly and at low cost.<sup>19</sup> Asas sederhana, cepat dan biaya ringan adalah asas pradilan yang paling mendasar dari pelaksanaan dan pelayanan administrasi peradilan yang mengarah pada prinsip dan asas efektif dan efisien.<sup>20</sup> The simple lawsuit mechanism means that the

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<sup>19</sup> Chan, "Penyelesaian Sengketa Kredit Macet Perbankan."

<sup>20</sup> Raymond Ali, "Pembaruan Kaidah Hukum Penghentian Penuntutan Dalam Sistem Peradilan Pidana Di Indonesia Reformasi Hukum Masa Penuntutan Dalam Sistem Peradilan Pidana Di Indonesia" (Universitas Hasanuddin, 2021).

parties do not conflict with the laws and regulations that apply in society, therefore the peace agreement is carried out based on the law. Furthermore, the debtor is responsible for repayment of the credit he has received.

## **D. Conclusion**

Based on the discussion in the previous chapter and the research results obtained by the author, the author closes the results of this research by concluding that the resolution of banking credit facility disputes is through a simple lawsuit case number 9/Pdt.G.S/2021/PN.Pin at PT. BANK MEGA Tbk, and chose the path of resolving disputes through peace. In practice, when a debtor has bad credit, PT BANK MEGA Tbk can execute it on the basis of an agreement. The execution was carried out in the following ways: First, it was carried out by summons three times. Second, the direct execution of private sales of the objects that are the object of collateral without going through a lawsuit to the district court. Third, direct execution through a public auction where the proceeds of the auction are taken to pay off the receivables. Direct execution can be carried out without involving the court.

If by selling privately, the highest price is achieved which is profitable for the parties, then the resolution of the fiduciary dispute is relevant to the applicable legal rules. The plaintiffs and defendants are advised to conduct mediation regarding settlement outside of court before bringing the dispute to court. Banking institutions are required to register fiduciary guarantees with the Ministry of Law and Human Rights so that creditors are protected from losses resulting from debtors' defaults. Debtors should not neglect to make a fiduciary guarantee deed with a notarial deed and also register it at the office of the Ministry of Law and Human Rights. Debtors as law-abiding and honest customers, customers must respond positively to every bank effort to supervise agreements.

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