

IMPLEMENTATION OF PAYMENT IN CREDIT INSTALLMENT AFTER DIVORCE ACCORDING TO INDONESIAN LEGAL SYSTEM

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Abstract: *Credit is based on an agreement or loan agreement between the bank and another party that requires the borrowing party to repay the debt after a certain period of time with interest. Implementation of credit installment payments after divorce reality occurs many symptoms that lead to credit problems, in this case the problem that arises is how the implementation of repayment of credit installments after divorce, constraints faced in the implementation of repayment of credit installments after divorce, and attempts to overcome obstacles in the implementation of payments post-divorce credit installments. This of course authorizes a research method that is used namely sociological juridical research methods that relate applicable legislation by looking at the reality in the field. In the case of research carried out that the implementation of credit installment payments after divorce does not go smoothly, many symptoms occur in non-performing loans. Constraints faced, of course, the debtor can not carry out its obligations in carrying out obligations related to credit, therefore efforts can be made in various ways that have provisions that exist in the bank, to overcome the obstacles faced by debtors and creditors. And it is expected that all bank customers who have obligations to financial institutions, especially banks, can maintain trust in achieving the desired goals*

Keywords: *Implementation, Credit Installment, Divorce.*

1. INTRODUCTION: Background

In Law Number 10 of 1998 concerning amendment to Law of the Republic of Indonesia Number 7 of 1992 concerning Banking Article 1 states that Credit is assets in the form of debt to the Bank with repayment within a certain period. Credit is a provision of money that can be equated with that, based on an agreement or agreement between the Bank to borrow and another party that requires the borrower to repay the debt after a certain period of time with interest. Credit installments, also called installment credit, show credit for which principal payments and interest are paid periodically in the same installment amount for a certain period of time. The provision of credit facilities carries the risk of traffic jams. As a result, credit cannot be billed, causing losses incurred by the Bank. In the case of bad loans, the bank needs to save, so that it does not cause losses. The rescue is carried out by providing time or installment relief, especially for loans affected by disaster or confiscation of loans that are intentionally negligent to pay

Credit or financing can be in the form of money or bills whose value is measured by money. then there is an agreement between the bank (creditor) and the credit recipient customer (debtor), that they agree according to the agreement that has been made. The credit agreement covers the rights and obligations of each party, including the period of time and interest that is determined jointly In Law Number 1 of 1974 concerning Marriage Article 1 states that marriage is an inner and outer bond between a man and woman as husband and wife with the aim of forming a happy and eternal family (household) based on the Godhead of the Almighty. From the foregoing understanding it can be said that the main purpose of marriage is to form a happy and eternal family until death separates the married couple on the basis of the Almighty God. (1)

Starting from this marriage will form a family consisting of fathers, mothers and children, where a father acts as the leader of the family and meets all the needs needed by all family members. Mothers act more in the oversight function of children and help husbands meet the needs needed to run a small organization called this family. Between all family members, each other has an inseparable mutual relationship. Obligations of customers (debtors) to pay off debts in the credit agreement they have agreed must be in accordance with the time and amount determined by the bank (creditor). Lately at Bank Nagari Bukitinggi Branch within the last six (6) months the customer (debtor) as debt is no longer fulfilling its obligations in paying debt repayments to the bank (creditor) because the initial customer is bound by the marriage rope , is no longer a legitimate husband and wife based on the power of law and religion in other terms namely Divorce.

Some post-divorce customers also showed concern for bank officers, according to Aprinaldi after the breakdown in their household, the business carried on by this customer showed a decrease in sales which resulted in reduced buying and selling for those whose businesses were selling food, because it did not require a long time to endure the food products they sell because they have a certain period of time. Likewise with customers who have businesses selling clothes, businesses that they run so far lead to bankruptcy because there is no buying and selling them in a day. it happens continuously. Therefore the customer is no longer able to carry out his credit obligations. And in the end there is a lot of credit hiring that is more commonly known as "Bad Credit".

Based on the interview of the writer with the bank marketing officer of Nagari Bukittinggi branch Aprinaldi said that after the divorce the customer is rather difficult to collect credit obligations, he added that credit collection is a bit difficult because after billing to ex-husband and ex-wife, both are looking for various modes to avoid his willingness to meet credit obligations. However, the bank certainly does not remain silent in collecting credit liabilities if they occur, the bank does not allow even to cover up the existence of problem loans, the bank also identifies and detects early the existence of problem loans. Handling of non-performing or expected loans which have the potential to become non-performing loans is carried out early and as soon as possible to minimize the risk of non-performing loans. The bank also will not settle problem loans by adding a credit ceiling to pay off interest arrears on loans. and the bank does not make exceptions in the settlement of problem loans, including problem loans to related parties such as debtors.(2)

In this case, it also causes symptoms of non-performing loans after the damage to the customer's household relationship and the customer's inexperience in managing the business in accordance with the dynamics of the conditions and the development of the situation, as well as disputes between management and employees, then the occurrence of financial misappropriation in the business activities. Aprinaldi, who has served as a marketing officer for Nagari Bank for 3 (three) years, said that customers should have more awareness of their obligations to the bank, because if they neglect these obligations, a significant impact will arise and distress themselves. And be aware of the good will towards all bank officers so that the process to be faced will be easier, will not complicate the situation, the provisions that must be understood should be a benchmark in carrying out credit obligations.

In this case the author would like to further examine how the responsibility of the customer (debtor) to the bank (creditor) as the party who has the right to debt by conducting research on IMPLEMENTATION OF PAYMENT OF POST Divorce CREDIT INSTALLMENT (Case study at Bank Nagari Bukittinggi Branch) In this case the author would like to further examine how the responsibility of the customer (debtor) to the bank (creditor) as the party who has the right to debt by conducting research on IMPLEMENTATION OF PAYMENT OF POST Divorce CREDIT INSTALLMENT (Case study at Bank Nagari Bukittinggi Branch)

2. OBJECT OF RESEARCH : Based on the Description above, the research problems that arise are as follows:

- How is the Implementation of Payment Credit Installment Payment After Divorce According to Indonesian Legal System?
- What Are the Efforts to Overcome Obstacles in the Implementation of Payment in Kredit Insatallment After Divorce According to Indonesian Legal System?

3. Implementation of Payment Credit Installment Payment after Divorce According to Indonesian Legal System:

The provision of credit is one of the main business activities and income for banks, thus the role of credit quality greatly influences the bank's business. Once the importance of the role of credit for banks, credit quality should be maintained in a healthy condition. (3) The quality of credit provided by banks is not always in a smooth state, but there are those who experience problems in the current period. in order to reduce the risk of loss due to the possibility of non-performing loans, the non-performing loan portfolio must be controlled within a tolerable limit whose handling must be managed properly by each credit work unit (SKP).Early handling of non-performing loans is a must for banks to maintain healthy credit quality and with the ultimate goal of maintaining liquidity and increasing bank profitability.

Entering the implementation of post-divorce loan installment payments at the nagari bank Bukittinggi branch, there are things happening and that not all debtors know that the causes of the emergence of problem loans can be grouped into 3 (three) causes, namely bank internal factors, debtor factors and external factors such as the following:

3.1. Internal factors:

- a. The Bank has implemented an overly expansive and aggressive lending policy to pursue high lending and growth targets in a relatively short period of time so that healthy lending procedures are ignored.
- b. The Bank does not spread risk in lending policies

c. Weaknesses in the analysis phase of granting credit,

The completeness and collection of the required data are not in accordance with the needs of aspects assessed such as basic data aspects, legal aspects, management aspects, technical aspects, marketing aspects, financial aspects, collateral aspects, social economic aspects.

3.2. Debt factor

- a. The bad intention of the debtor and intentionally committing acts against the bank with various modes, including the attitude and behavior of the debtor.
- b. Disasters that are experienced directly by the debtor such as a broken household (Divorce)
- c. Management weaknesses in which the capital or financial structure is very weak, financial prospects are not good, lack of experience in managing the business according to conditions and situations that continue to develop.
- d. Weaknesses in the use of credit funds where working capital loans are used for investment, loans are used for consumption only, or loans are used to pay off other loans, and loans are used for other businesses outside the main business, as well as mask loans where these loans are in the name of others .

Constraints in the implementation of post-divorce credit installment payments. In the nagari bank Bukittinggi branch which is a conventional bank, which has its head office located on Jalan Pemuda No. 21 Padang, the writer seeks deeper and sharper information as a benchmark from Mr. Aprinaldi's opinion, so the writer meets Mr. Rickardo as the senior sales representative of the bank who has served 7 (seven) years.

According to Mr. Rickardo about credit which is often a symptom of problems, namely micro credit, namely commercial credit given to 1 (one) applicant with a maximum total ceiling of up to Rp 20,000,000 (twenty million rupiah), this is the highest ceiling in micro credit usually given will be small below that because if you have collateral that collateral is just under 10,000,000, - (ten million rupiah) will have collateral in the form of BPKB (Proof of Ownership of Motorized Vehicles) then that is given by the bank only below that, and can also not use plafound. plafound here is a credit plafound provided by banks based on the provisions of Bank Indonesia Regulation Number 14/22 / Pbi / 2012 on Credit Granting or Financing by Commercial Banks and Technical Assistance in the Context of Developing Micro, Small and Medium Enterprises for loans granted to applicants. specifically for loans that are on credit according to the schedule of the plafound must go down because of the principal installment, then the calculated ceiling is the downward plafound due to the principal installments.

What was stressed by Mr. Rickardo was the frequent occurrence of symptoms of non-performing loans to microcredit. Even though the loan interest issued is the smallest of the other loan interest rates. Therefore, customers should have a very high initiative to carry out their credit obligations. Another thing emphasized by Mr. Rickardo is the lack of willingness of customers to immediately carry out credit obligations on time even though the bank has provided provisions on when to meet the credit obligations to achieve the objectives of each party between the bank and the customer.

Then the thing that is very concerned by Mr. Richardo is that when a bank officer collects credit obligations, the customer cannot be found at all times even though he has previously entered into an agreement to be able to meet with each other to settle credit obligations for a certain period of time. Bank officials certainly are not only certain customers they visit, but many different customers they visit in a relatively short time. As for other reasons they are difficult in carrying out credit obligations, not enough income they get within the agreed time period. in view of their poor condition, customers are unable to meet their daily needs, let alone carry out their credit obligations after their household situation is said to have broken out (divorced). then it is difficult for bank officers who are also human beings to have a social sense to all humans to collect the obligations of these customers in order to carry out their obligations. Same is the case with "L" customers who have a restaurant business after running their own credit obligations because their ex-husband no longer has assets (bankrupt), like it or not "L" customers are constrained in fulfilling their credit obligations and ultimately bad. In the nagari bank Bukittinggi branch which is a conventional bank, which has its head office located on Jalan Pemuda No. 21 Padang, the writer seeks deeper and sharper information as a benchmark from Mr. Aprinaldi's opinion, so the writer meets Mr. Rickardo as the senior sales representative of the bank who has served 7 (seven) years.

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Same is the case with "L" customers who have a restaurant business after running their own credit obligations because their ex-husband no longer has assets (bankrupt), like it or not "L" customers are constrained in fulfilling their credit obligations and ultimately bad. Banks can only conduct credit reconstruction on debtors who have criteria such as debtors (Customers) having difficulty paying principal and interest on loans, debtors (Customers) have good business prospects and are able to meet obligations after the reconstruction credit. Banks can also carry out credit reconstruction in the form of temporary equity participation by following the applicable Bank Indonesia regulations.

In the context of the implementation of credit reconstruction, banks are required to determine the quality of loans against loans that have been restructured by determining credit quality as follows:

a. Credit quality after restructuring is established

1. As high as substandard high for credit which before restructuring is classified as doubtful or bad
2. Quality has not changed for loans which before restructuring were classified as current, special attention or substandard.

b. Credit quality after restructuring

The quality of the credit in question. Being smooth, if not getting arrears for 3 (three) times the period of payment of principal or interest installments in a row in accordance with the loan restructuring agreement. Returns according to credit quality prior to credit restructuring and implementation is not supported by adequate analysis and documentation

c. Quality improvement becomes smooth in terms of the principal installment payment period.

Additional credit as part of the loan restructuring package has good quality if given according to strict procedures and has sufficient construction.

In the context of carrying out credit restructuring, the bank established Allowance for Asset Losses (PPA) for restructured loans and recalculated (accounting) for recognition of income from restructured loans. If the credit restructuring is done by adding credit facilities, the purpose and use of the additional credit must be clear and the additional credit may not be used to pay off the principal arrears or credit interest. Settlement of repayment schedules for principal and interest installments reflects the ability to pay debtors (customers) Credit monitoring that has been restructured is carried out to ensure the implementation of the restructuring decision so that repayments of principal and interest payments in accordance with the schedule agreed in the loan restructuring agreement can be fulfilled by customers (Debtor).

The procedure and method for credit restructuring begins with an application submitted by the customer to the bank to submit a written loan restructuring request to the bank consisting of the latest month's financial statements

containing the balance sheet, profit and loss calculation, and financial ratios. Furthermore, the realization of business volume is the result of sales and purchases or revenues and expenditures of at least the last 6 (six) months, then the planned volume of business in the future should receive a minimum restructuring approval for the next 12 months. The bank will conduct an analysis of credit restructuring, by evaluating the causes of arrears in principal and / or interest on loans based on financial statements, market conditions, and other factors related to the debtor's business, for example on "L" customers whose business does not run as usual because their regular customers who are an ampera restaurant business move to the ex-husband's business subscription who also founded the same business. The bank will also survey the market first before actually providing recommendations for obtaining credit restructuring.

The next effort that can be done by banks to customers in helping to save bad loans (Bad Credit), namely handing over non-performing loans to third parties. The settlement by submitting billing to a third party is done if the efforts made by the bank in accordance with the applicable provisions are unsuccessful or there is no settlement, by means of mediation or deliberation by the bank and customers who have bad credit quality. Before handing over the settlement of problem loans to third parties, the Nagari bank responsible for managing the settlement of problem loans must first prepare and carry out an inventory of problem loans to be submitted for settlement, including credit files and documents and calculation of credit obligations of each debtor which includes.(4) :

- 1) Credit agreement and the order including addendum agreement (changes)
- 2) Credit collateral
- 3) Increase in credit collateral
- 4) Debtor credit accounts
- 5) Calculation of total credit obligations
- 6) Billing documents that have been made.

For the settlement of problem loans that have been submitted to third parties, it also includes a ransom letter of authorization to hand over credit collection to third parties, as well as other documents relating to credit collection to debtors (customers). Settlement of problem loans can also be done by means of collateral auctions if the collections made by banks do not produce the results expected with the aim of accelerating the settlement of problem loans. If the collateral loan has been sold through an auction and the principal has been paid off or there is no interest arrears and fines are still left, then the interest arrears and fines are automatically granted waivers so that the credit is declared in full.

4. Efforts to Overcome Obstacles in the Implementation of Payment in Kredit Insatallment After Divorce According to Indonesian Legal System :

4.1 Minimize Losses And Accelerate The Process of Problem Loans

Installment kredit is a loan whose principal and interest payments are made periodically in the same installment amount for a certain period of time.(6). Settlement of problem loans through collateral auctions is carried out if mediation and deliberation efforts and credit restructuring conducted by banks do not produce the results expected by banks or customers with the aim of accelerating the settlement of problem loans with the provisions: Credit quality is classified as bad according to Bank Indonesia regulations Bank Indonesia Regulation Number : 7/2 / Pbi / 2005 Regarding the Evaluation of the Quality of Public Bank Assets Article 10 and Article 11, the collection efforts have been carried out to the maximum but do not show good prospects of progress which have actually declined, warning letters.

4.2 Save The Bad Loan

The next effort that can be done by banks to customers in helping to save bad loans (Bad Credit), namely handing over non-performing loans to third parties. The settlement by submitting billing to a third party is done if the efforts made by the bank in accordance with the applicable provisions are unsuccessful or there is no settlement, by means of mediation or deliberation by the bank and customers who have bad credit quality. Before handing over the settlement of problem loans to third parties.

4.3 Quality Improvement Becomes Smooth in Terms Of the Principal Installment Payment Period.

Settlement of repayment schedules for principal and interest installments reflects the ability to pay debtors (customers). Credit monitoring that has been restructured is carried out to ensure the implementation of the restructuring

decision so that repayments of principal and interest payments in accordance with the schedule agreed in the loan restructuring agreement can be fulfilled by customers (Debtor). There are several efforts to finish problem credit installment as follow :

a. Effective Efforts To Overcome

Next can be done efforts to provide relief of arrears in interest payments and fines. In order to minimize losses and accelerate the process of problem loans, banks can provide interest payment arrears and penalties relief after considering and assessing the condition / ability of the debtor, collateral for credit and goodwill of the debtor. (5) Then the efforts in Settlement of problem loans through third parties include submission of settlements through prosecutors, district courts, or other institutions such as private auction centers, this is if the customer is unable to complete the efforts to resolve the above therefore the existing legal remedy is a step that is will be carried out by the bank against customers who cannot solve their credit problems, it could be based on illegal acts (KUHP) or the Civil Code.

Efforts undertaken by banks to have several efforts, one of which is credit restructuring, is considered sufficient, but there must be things outside the provisions that can ease customers in solving credit problems because not all customers have good financial management and not all customers who understand the terms of the problem resolution provisions which later will not be burdensome and make the customer more burdened, and the Customer is expected to always maintain his credit so that it is not problematic, so that the customer is not included in the bad record (BI cheking) that is in the customer's data that is not suitable for loans credit because the banking system in Indonesia uses an online system for all banks in the Indonesian region. Customers must be careful in making credit repayment payments, because one of the factors in maintaining bank trust in their customers is the timely repayment of credit obligations. There are methode as follows :

b. Conducting Reconstruction Credit

In the context of the implementation of credit reconstruction, banks are required to determine the quality of loans against loans that have been restructured by determining credit quality as follows:

- a. Credit Quality after restructuring is established
- b. As high as substandard high for credit which before restructuring is classified as doubtful or bad
- c. Quality has not changed for loans which before restructuring were classified as current, special attention or substandard.
- d. Credit quality after restructuring

The quality of the credit in question. Being smooth, if not getting arrears for 3 (three) times the period of payment of principal or interest installments in a row in accordance with the loan restructuring agreement. Returns according to credit quality prior to credit restructuring and implementation is not supported by adequate analysis and documentation

4.4 Responsility Of Bank

The Bank responsible for managing the settlement of problem loans must first prepare and carry out an inventory of problem loans to be submitted for settlement, including credit files and documents and calculation of credit obligations of each debtor which includes.(4) :

- 1) Credit agreement and the order including addendum agreement (changes)
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by banks do not produce the results expected with the aim of accelerating the settlement of problem loans. If the collateral loan has been sold through an auction and the principal has been paid off or there is no interest arrears and fines are still left, then the interest arrears and fines are automatically granted waivers so that the credit is declared in full.

5. CONCLUSION:

Based on the description above, the authors draw some conclusions as follows:

- The implementation of several post-divorce loan installments that cause polemics, however from several parties the author of the interview must begin with the principle of appraisal and the relationship between the debtor as a customer and the creditor on this party is the bank which is based on the relationship that has existed between the bank or other third parties. In general, not only banks have less value, but customers must also have the same sense of responsibility for their obligations, there are 3 influential factors, namely internal (bank), debtor (customer), and external factors. through information obtained from various parties that can be trusted so that the bank can conclude that the customer is in good character and does not complicate the bank in the future. The obstacle often faced by banks is the lack of the customer's ability in management, technical, marketing, and other elements so that the bank feels sure that the business that is / will be running can be managed by the customer. Conversely customers who lack clear information from the bank cannot use the maximum assessment of
- Business undertaken, by not paying attention to current, present and future market values, as well as causing symptoms of problems with credit obligations, the evaluation of capital is unknown through personal analysis or from the bank. Lack of taste

6. RECOMMENDATIONS:

After description above, the author draw some recommendation as follow :

- The implementation of credit installment payments to customers who have credit obligations to banks is expected to always pay attention to the three factors namely internal factors, debtor factors, and external factors need to be highly considered and committed to the end of repayment of debt to the bank and always shows good faith if the time of installment payments credit has matured, because after all the situation the bank also does not want the value of the bank in the eyes of the public is not good for it is expected that both parties to be able to help each other and have good intentions in the implementation of the rescue of credit problems.
- Obstacles to problems that need to be addressed directly both by the bank itself and by customers who have credit problems so that no credit problems occur and also the bank should provide more complete and detailed information to the customer so that the customer knows the provisions of the conditions imposed on him , can reduce the burden and not cause obstacles so that customers if a problem loan occurs later will have other options in solving credit problems faced and also expected to the customer To be able to always control financial management, both his business and personal needs, so as not to occur the accumulation of obligations that must be issued so that it deals with other banks by not damaging trust relationships and continuing.
- Efforts undertaken by banks to have several efforts, one of which is credit restructuring, is considered sufficient, but there must be things outside the provisions that can ease customers in solving credit problems because not all customers have good financial management and not all customers who understand the terms of the problem resolution provisions which later will not be burdensome and make the customer more burdened, and the Customer is expected to always maintain his credit so that it is not problematic, so that the customer is not included in the bad record (BI cheking) that is in the customer's data that is not suitable for loans credit because the banking system in Indonesia uses an online system for all banks in the Indonesian region. Customers must be careful in making credit repayment payments, because one of the factors in maintaining bank trust in their customers is the timely repayment of credit obligations.

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