

THE LEGAL STRENGTH OF ASSET VAN DADING AS PROBLEMED CREDIT SETTLEMENT THROUGH A SIMPLE ASSOCIATE PROCESS (Case Study at the West Pasaman District Court)

¹Supriadi, ²Prof. Dr. Busyra Azheri, ³Dr. Yussy Adelina Mannas

¹Master Of Notary Student, ²Master Of Law Lecture, ³Master Of Law Lecture
Faculty Of Law, Andalas University, Padang, West Sumatera, Indonesia

¹Email – supriadihukum16@gmail.com

Abstract: Credit is one of the bank products that is needed by the public. Some people need credit to fulfill their needs in carrying out their life activities, it's just that the risk that banks as creditors may face is bad credit, Supreme Court Regulation Number 4 of 2019, the value of material losses is Rp.500,000,000 (Five hundred million rupiah). Settlement with a simple lawsuit can only be used in cases of broken promise (default) and / or acts against the law (PMH).

Key Words: Van Dading Deed, Credit, Simple Lawsuit.

1. INTRODUCTION:

The number of non-performing loan cases that were resolved through a simple lawsuit process at the West Pasaman Class II District Court from 2016 to February 2021 were 71 cases, of which 71 cases that were processed at the West Pasaman Class II District Court all resulted in the *VAN DADING* Deed (Deed). Reconciliation), however, not all credit problems between the litigants can be resolved based on what has been agreed according to the contents of the Deed of Peace (Deed of *Van Dading*) which has been approved by the parties.

Article 1858 of the Civil Code provides a very strong legal position regarding peace, in addition, Article 130 of the HIR stipulates that the peace deed is valid and will be carried out as an ordinary judge's decision, and an appeal cannot be appealed against this decision. In other words, against the peace agreement that has been stipulated in the form of the decision, no more legal remedies can be taken against it.

2. THEORITICAL FRAMEWORK:

a. Theory of Agreement

According to Riduan Syahrani that: "The agreement of those who bind themselves contains that the parties who make the agreement have agreed or there is an agreement of will or consent to the will of each party which is carried out by the parties without coercion, error and fraud".[1]

b. Legal Certainty Theory

According to Sudikno Mertokusumo, legal certainty is a guarantee that the law is carried out, that those entitled by law can obtain their rights and that decisions can be implemented.[2]

c. Theory of Justice

In his book *General Theory of Law and State*, is of the view that law as a social order can be declared fair if it can regulate human actions in a satisfactory way so that they can find happiness in it.[3]

3. LITERATURE REVIEW:

Banks can collect funds from the public directly from customers. Banks are institutions that are trusted by people from various circles in placing their funds safely. Basically, banks have a role in two sides, namely collecting funds directly from people who are in excess of funds (surplus units), and channeling funds directly to people who need funds (deficit units) to meet their needs, so the bank is called a bank. Financial Depository Institutions.

An agreement by which both parties, by surrendering, promising or withholding an item, terminate a case that is currently dependent or prevent a case from arising.

Basically, dispute resolution can and is usually carried out in two ways, namely dispute resolution through litigation institutions (through court) and dispute resolution through non-litigation (outside court).

5. METHOD:

The method used in this research is a normative juridical approach, namely *alibrary research*, which is a method of collecting data by studying books, laws and regulations, and writings related to this research.[4]

6. DISCUSSION:

Credit is one of the bank products that are needed by the community. Some people need credit to meet their needs in carrying out their life activities or to develop their business, it's just that the risk that may be faced by banks as creditors is bad credit.

To guarantee the repayment of the debt that has been given, the bank requires the customer to provide and provide guarantees in the form of movable or immovable objects that give the bank the right and power to get repayment by selling/auctioning the goods if the customer does not pay the debt. at a predetermined time or in other words the customer is negligent.[5]

There are many ways to resolve problems between the parties, namely by means of prior deliberation which is known as part of the cultural roots of the Indonesian nation and has become a characteristic of the nation, furthermore the parties or one of the disputing parties can also choose another way. by conducting conventional dispute resolution through the courts or through alternative dispute resolution, the dispute resolution method (business) when viewed from the point of view of the process can be done through litigation which is a dispute resolution mechanism through the courts using a formal legal approach, or non-litigation which is a a dispute resolution mechanism outside the court and does not use a formal legal approach.

7. ANALYSIS:

A. Deed (Van Dading Deed) as a Settlement of Non-Performing Loans through a Simple Lawsuit Process (Case Study at the West Pasaman District

Peace Court) who persists in resolving credit problems through a simple lawsuit is one of the answers for banks to file a lawsuit with a quick settlement and a simple lawsuit, somewhat lighter in accordance with the principle of simple, fast, low cost to open wide access to justice.

B. Legal Actions That Can Be Taken If One of the Parties Does Not Implement the Deed of Peace (Deed of Van Dading) at the West Pasaman District Court

Legal action that can be taken if one of the parties does not carry out the contents of the Deed of Peace (Deed of *Van Dading*) in the settlement of non-performing loans through the Simple Lawsuit process, then the legal consequences that arise are the implementation of the contents of the peace deed by force by the court, the plaintiff can apply for execution to the head of the court. After knowing the explanations above, it can be concluded that the legal consequences arising from default on the decision of the peace deed are to directly request an execution request from the head of the court to force the party in default to carry out the contents of the peace deed.

8. CONCLUSION:

From the discussion as explained earlier, several conclusions can be drawn, including:

- 1) The legal force attached to a Deed of Peace (Deed of *Van Dading*) as a Settlement of Non-performing Loans through a Simple Lawsuit Process (Case Study at the West Pasaman District Court) is binding and has the same legal force as a court decision which has permanent legal force, and cannot be appealed or appealed.
- 2) Legal action that can be taken if one of the parties does not carry out the contents of the Deed of Peace (Akta *Van Dading*) in the settlement of non-performing loans through a simple lawsuit process (Case Study at the

West Pasaman District Court) is a legal consequence that arises from default on the decision of the peace deed is that it can directly request an execution request to force the party who is in default to carry out the contents of the peace deed.

REFERENCES:

1. Riduan Syahrani, 2000, *Seluk Beluk dan Asas-asas Hukum Perdata*, Alumni, Bandung, page 214.
2. Sudikno Mertokusumo, 2007, *Mengenal Hukum Suatu Pengantar*, Liberty, Yogyakarta, page 160.
3. Hans Kelsen, 2011, "*General Theory of Law and State*", diterjemahkan oleh Rasisul Muttaqien, Bandung, Nusa Media, page 7.
4. Soerjono Soekanto, Sri Mamudji, 2003, *Penelitian Hukum Normatif, Suatu Tinjauan Singkat*, PT. Raja Grafindo, Jakarta, page 23.
5. Sutarno, 2004, *Aspek-aspek Hukum Perkreditan Pada Bank*, Alfabeta, Bandung, page 6.