

THE EFFECTIVENESS OF LOAN DISPUTE SETTLEMENT PT. BPR SARIMADU (PERSERODA) THROUGH THE BANGKINANG STATE COURT

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Abstract: *Bad loans or problem loans are loans that have difficulty paying off due to intentional factors or elements or due to conditions beyond the ability of the debtor. The main problem is what are the factors causing the bad credit dispute of PT. BPR Sarimadu (Perseroda) at the Bangkinang District Court, how is the effectiveness of the settlement of the bad credit dispute of PT. BPR Sarimadu (Perseroda) at the Bangkinang District Court and how to resolve the dispute over bad loans of PT. BPR Sarimadu (Perseroda).*

Key Words: *Dispute Resolution, Bad Credit, Court.*

1. INTRODUCTION:

The rescue of non-performing loans is a step to resolve non-performing loans through renegotiation between creditors and debtors. The negotiation in question is credit restructuring.[1] Credit restructuring is an improvement effort carried out by the Bank in credit activities for debtors who have difficulty fulfilling their obligations.

In 2020, based on the Regional Regulation of Kampar Regency Number 10 of 2020 concerning *Changes in the Legal Form of the Regional Company of the Sarimadu Rural Bank to become a Regional Company of PT. Sarimadu Rural Bank.*

2. THEORITICAL FRAMEWORK:

a. Legal Effectiveness Theory

Legal effectiveness certainly cannot be separated from analyzing the characteristics of two related variables, namely the characteristics or dimensions of the target object used.[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. Dispute Resolution Theory

The dispute resolution process carried out through the courts or what is often referred to as litigation. The final result of a dispute resolution through litigation is a decision that states a *win-lose solution*.[3]

3. LITERATURE REVIEW:

Ida Bagus Wyasa Putra has the view that agreement and contract are the same term. Wyasa emphasized that the term contract is an absorption term that is absorbed from English, *contract*, which is a term that refers to an agreement, written (*written agreement*) or unwritten (*oral agreement*), which is made by two or more people to regulate ties and commercial bonding materials. among them.[1]

In general, a power of attorney is a one-sided agreement in the sense that the obligation to carry out an achievement lies only with one party, namely the recipient of the power of attorney.[2]

Mariam Darus Badrulzaman argues that the credit agreement is a "Preliminary Agreement" (*voorovereenkomst*) of the delivery of money.[3]

PD. BPR Sarimadu was originally one of the District Credit Boards (BKK) which was established with the Decree of the Governor of Riau No. 609/IX/1986, followed up by the Decree of the Regent of Kampar Number: 41/V/Perek/1987, concerning the District Credit Agency (BKK) in Kampar Regency, located in Ujung Batu.

4. METHOD:

The method used in this study is an empirical juridical approach, namely an approach based on field research methods, namely examining applicable legal provisions and what is happening in people's lives.[6]

5. DISCUSSION:

BPR Sarimadu (Perseroda) Bangkinang initially saw good business prospects for debtors, therefore the bank provided an opportunity aimed at improving credit, namely by restructuring (rescuing) so that debtors could be reclassified into current credit quality or referred to as productive credit which is useful to facilitate the production of debtors. But in reality at PT. BPR Sarimadu (Perseroda) Bangkinang, there are many debtors who are in arrears that exceed the year of credit, namely 60 accounts whose credit quality is bad, in this case the problematic collateral is in the form of SKT, SKGR, SKRPT in 2019. Before submitting to the court PT. BPR Sarimadu (Perseroda) Bangkinang has carried out various ways, namely giving the first warning (1) by notification of arrears, three (3) months after that there is a second warning notification (2), four (4) to six (6) months later given the third (3) warning, and the last one will be given two (2) summons. Because there is no settlement between the debtor and creditor, the bank undertakes a litigation settlement. The procedure for handling requests for execution/*Aanmaning* through the judiciary is not ideal and has to take quite a long time, even though the calculation of bank losses (interest) continues and cannot be deferred so that in general the process for handling executions/*Aanmaning* for bad credit cases cannot be completed in a timely manner. quickly, this can be seen since the enactment of the Mortgage Law, there have been many cases regarding requests for execution/*Aanmaning* to resolve bad credit cases submitted to the District Court which takes quite a long time, on average, it takes up to two (2) years and even some which has been running for more than four (4) years but has not been completed, meaning that the process of resolving bad credit cases in the Court has been going on for a long time. Likewise in the world of practice, unofficial fees are often found in the court environment, these fees are charged by certain parties as sellers of legal services.

6. ANALYSIS:

A. The factors causing the occurrence of bad credit disputes PT. BPR Sarimadu (Perseroda) at the Bangkinang District Court

The factors causing the dispute over the bad credit of PT. BPR Sarimadu (Perseroda) at the Bangkinang District Court was caused by 2 factors, namely from the bank (Internal Factor) while the second factor from the customer side (External Factor). This can happen when a regulation made and promulgated is used as a reference and implemented in a clear and logical manner so that it does not cause multiple interpretations.

B. Efforts to resolve the bad credit dispute of PT. BPR Sarimadu (Perseroda)

Efforts to resolve the bad credit dispute of PT. BPR Sarimadu (Perseroda) is carried out by banking administration, namely *Rescheduling* (Rescheduling) by extending the credit period, extending the installment period, and changing the number of installments, *Reconditioning* (Requirements) which includes lowering interest rates and delaying payments and *liquidation*.

C. The effectiveness of the dispute resolution of bad credit PT. BPR Sarimadu (Perseroda) at the Bangkinang District Court

The effectiveness of the dispute resolution of bad credit PT. BPR Sarimadu (Perseroda) at the Bangkinang District Court, which is still ineffective, because the procedure for handling requests for execution/*Aanmaning* through the judiciary is not ideal and must take a long time, even though the calculation of bank losses (interest) continues and cannot be deferred so that in general the process of handling the execution/*Aanmaning* of bad credit cases cannot be completed in a fast time.

7. CONCLUSION:

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

- 1) The factors causing the occurrence of bad credit disputes PD. BPR Sarimadu at the Bangkinang District Court was caused by 2 factors, namely from the bank (Internal Factors) the cause was the lack of checking the background of the prospective debtor and excessive belief in the debtor, while the second factor from the customer side (External Factors) several contributing factors, namely elements intentional, for example needs and environmental factors, incompetent customers such as lack of business analysis, lack of experience in the circulation of money, and external factors, namely natural disasters, fires and declining incomes.
- 2) Efforts to resolve PD bad credit disputes. BPR Sarimadu is carried out by banking administration, namely *Rescheduling* (Rescheduling) by extending the credit period, extending the installment period, and changing the number of installments, *Reconditioning* (Requirements) which includes lowering interest rates and delaying payments and *liquidation*.
- 3) The effectiveness of PD's non-performing credit dispute resolution. BPR Sarimadu at the Bangkinang District Court, which is still less effective, because the procedure for handling requests for execution/*Aanmaning* through the judiciary is not ideal and has to take quite a long time, even though the calculation of bank losses (interest) continues and cannot be suspended so that in general the process of handling executions /*Aanmaning* of bad credit cases cannot be reached in a fast time, this can be seen since the enactment of the Mortgage Law there have been many cases regarding execution requests /*Aanmaning* to resolve bad credit cases submitted to the District Court takes quite a long time, namely on average On average, it takes up to two (2) years and some even have been running for more than four (4) years but have not been completed, meaning that the process of resolving bad credit cases in the Court has taken a long time.

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