

## LEGAL PROTECTION AGAINST THE HERITAGES OF DEATH DEBTORS FOR GENERAL GUARANTEE AT BANK : (CASE STUDY OF DECISION NUMBER 111/PDT.G/2021/PN PB

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**Abstract:** *The heir is the person who replaces the position of the heir or the person who gets/receives the inheritance of the heir. The main problem in this study is how is the legal responsibility of the bank to the heirs of the debtor who died for general guarantees at the bank and how is the judge's consideration in deciding the case Decision Number: 111/Pdt.G/2021/PN Pekanbaru regarding legal protection for the heirs of the debtor who died on a general guarantee at the bank.*

**Key Words:** *Legal Protection, Heirs, Bank.*

### 1. INTRODUCTION:

Inheritance is a legal system that regulates the transfer of inheritance from the heir to the heir or the person appointed by him due to the death of the heir. [1] This can be interpreted that there are various kinds of legal relations between members of the community which are close in nature, and with the existence of a legal event, namely the death of a person, it does not result in the loss of these relations, because the law has regulated how the relationship can be saved so that it is in accordance with the stated legal objectives. regulate it from the interests that arise as a result of the existence of the said legal event.

### 2. THEORITICAL FRAMEWORK:

#### a. Legal Certainty Theory

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

#### b. Legal Protection Theory

According to Satjipto Rahardjo, legal protection is to provide protection for human rights (HAM) that are harmed by other people and that protection is given to the community so that they can enjoy all the rights granted by law.[3]

### 3. LITERATURE REVIEW:

According to Subekti, an agreement is an event where a person promises to another person or where two people promise each other to do something. [4]

The definition of credit according to accounting is the provision of cash loan facilities (not based on sharia principles) to customers, both in the form of cash loan facilities (*cash loans*) and non-cash loans (*non-cash loans*).[5]

The definition of a bank according to Abdul Rachman is a type of financial institution that carries out various types of services, such as providing loans, circulating currency, supervising currencies, acting as a place for storing valuable objects, financing the business of companies and others. [6]

According to Salim HS, the guarantee law is the whole of the legal rules governing the relationship between the giver and the recipient of the guarantee in relation to the imposition of collateral to obtain a credit facility.[7]

#### 4. METHOD:

The method used in this study is a normative legal approach, which is an approach focused on studying and researching legal material by referring to legal norms contained in laws and regulations, court decisions and legal norms that exist in society.[8]

#### 5. DISCUSSION:

The consequences of a legal event are any consequences that occur from any legal actions carried out by legal subjects against the law or other consequences caused by certain events which are considered legal consequences by the relevant law. Legal consequences arising from the existence of a legal relationship. A legal relationship that provides rights and obligations that have been determined by law, so that if it is violated it will result, that the person who violates it can be prosecuted before the court.

#### 6. ANALYSIS:

##### A. Bank Legal Liability Against Heirs of Debtors Who Die for General Guarantees at Banks

Legal responsibility to heirs for collateral, namely the bank guarantees the security of the collateral files and guarantees that the collateral files will be returned to the heirs if the heirs have paid off credit, for example, the debtor does not apply for life insurance, but if he already has life insurance, the bank guarantees handing back the collateral to the heirs because all of this has been stated or included in the loan agreement at the time of the credit agreement. Therefore, the legal responsibility is based on the credit contract because the credit contract agreement is a law for the parties involved, namely between the debtor and the creditor. Whereas in the credit clause it is stated that the bank guarantees the security of the guarantee file and if there is a risk of death, the bank will return it to the heirs who are entitled if they have made payment. While the bank has different procedures, namely some are taken immediately, some are waiting for several months or have to wait for the guarantee contract to be completed, for example a loan contract for 3 years, of course in the 3rd year, the guarantee will be returned, this is sounded in the contract agreement clause according to the agreement that has been made.

##### B. Considerations of Judges in Deciding Case Decision Number: 111/Pdt.G/2021/Pn Pekanbaru Concerning Legal Protection for Heirs of Debtors Who Die on General Guarantees at Banks

The judge's considerations in the decision number: 111/PDT.G/2021/PN Pekanbaru, it turned out that the object of the case in the decision was an unlawful act in the form of default between Ifni Sriulina Tarigan as a debtor and Bank BRI Unit Minas as a creditor in the occurrence of a credit agreement on the basis of a Debt Acknowledgment of Rights involving a third party. In his exception, the defendant stated that the lawsuit filed by the plaintiff was lacking in parties, because Martin Sitorus was not included in the lawsuit, so that if included it could clarify the problem, the judge decided only the parties concerned in the occurrence of the credit agreement.

#### 7. CONCLUSION

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

- 1) The legal responsibility of the bank to the heirs of the debtor who dies for general guarantees at the bank, namely the bank is obliged to provide guarantees to the heirs if the debtor dies with a note, for example the debtor has been declared to have passed all loans because not all of the loans are accompanied by insurance soul.
- 2) The judge's considerations in deciding the case for Decision Number: 111/Pdt.G/2021/PN Pekanbaru regarding the legal protection of the heirs of the deceased debtor for general guarantees at the bank, namely the judge rejecting the amount of losses claimed by the plaintiffs.

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