

THE PRACTICE OF MAKING COVER NOTES IN DISBURSEMENT OF CREDIT AT PT PNM ULAMM UJUNG BATU

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Abstract: *The use of Cover Note for creditors as a temporary legal umbrella before the terms agreed in Cover Note are fulfilled. The problems that arise from the Notary, among others, are caused by the Notary's carelessness and indecisiveness in checking the certificate. All legal consequences related to Cover Note are the full responsibility of the Notary concerned. Notaries are required to be based on the principle of prudence. Whereas before issuing Cover Note, it first checks the collateral object, so that it can be ensured that the certificate is clean. The notary is responsible for the promises contained in the Cover Note. Banks must also be selective in selecting debtors and notaries as partners.*

Key Words: *Notary, Cover Note, Banking Credit, Responsibility.*

1. INTRODUCTION:

The role and function and position of the Cover Note in the banking world it is very important as a temporary legal umbrella until the process at the Notary/PPAT office is completed and until the collateral object is handed over to the creditor, but the juridical facts are Cover Note not regulated explicitly in the law. Both in Law Number 2 of 2014 regarding Amendments to Law Number 30 of 2004 concerning the Position of Notary Public, Government Regulation Number 37 of 1998 concerning the Position of Making Land Deeds, as well as in Law Number 4 of 1996 concerning Mortgage Rights, as well as the Law Law Number 10 of 1998 concerning Banking. Making Cover Notes carried out because of a need and only serves as a temporary handle for the Bank until the submission of all deeds and guarantees that have been registered. Notary/PPAT as the party that has the capacity to make Cover Notes by including the contents of the Notary's ability/promise to the party who needs the Cover Note.

2. THEORITICAL FRAMEWORK:

a. Habit Theory

Customary law is a rule which, even though it is not written in statutory regulations, is still as strong as written law, especially if the rule receives attention from the government.

b. Legal Responsibility Theory

The concept of legal responsibility relates to legal responsibility for actions taken by a person or group that violate the law.

c. Legal Protection Theory

According to Fitzgerald's theory of legal protection, namely the law aims to integrate and coordinate various interests in society because in a traffic of interests, protection of certain interests can only be done by limiting various interests on other parties.[1]

d. Justice Theory

Justice can only be understood if it is positioned as a state to be realized by law.

3. LITERATURE REVIEW:

The authority of a special PPAT is only to make a deed regarding legal changes specifically mentioned in the appointment.

In notarial terms, the meaning of Cover Note is a statement, namely a certificate issued by a Notary/PPAT who is trusted and relied upon for signatures, stamps and seals in order to guarantee the deeds he has drawn up.[2]

4. METHOD:

The method used in this research is an empirical juridical approach, which is an approach based on field research methods, namely examining the legal provisions that apply and what happens in people's lives.[3]

5. DISCUSSION:

Notary Cover Notes have been widely used in banking practice as a condition for making credit withdrawals as described above. Banking prefers credit with collateral for land which is then bound with mortgage rights, in practice there are still many things that are not desirable from misuse of Cover Notes, such as Notaries/PPATs who have passed the time period for completing the process of installing Mortgage over a certificate that becomes collateral in a bank. There was a discrepancy with the editorial period for the completion of the Mortgage Right listed in the Cover Note.

6. ANALYSIS:

A. Use of Cover Notes as a Basis for Disbursement of Credit at PT PNM ULaMM Ujung Batu

A Cover Note issued by a Notary is a note or a Certificate given by a Notary to a bank where the Cover Note can be used as the underlying by the bank in disbursing credit. This is because it is true that on that date the Notary has carried out his obligations and has a responsibility to the bank to complete the work in accordance with what is stated in the Cover Note.

B. Legal Consequences of Using Cover Notes as a basis for disbursing credit at PT PNM ULaMM Ujungbatu

Legal consequences for the Notary if he fails to implement the Cover Note, the Notary can be held accountable for completing it immediately. Based on the agreement between the two parties, the Notary may request an extension of time to complete the contents of the Cover Note. If there are problems related to the issuance and implementation of the Cover Note, usually the sanction given to the Notary is a moral sanction in the form of a bank's distrust of the Notary because the Notary cannot complete what is contained in the Cover Note as expected. The notary is considered to have failed to fulfill the provisions of Article 1366 of the Civil Code if the negligence is caused by the notary's mistake in carrying out and carrying out the contents of the Cover Note.

C. Responsibilities of Notaries/PPATs for Cover Notes Used as the Basis for Disbursement of Credit at PT Pnm ULaMM Ujung Batu

In fact, the Notary cannot be held responsible for the legal consequences that arise. But the Notary must remain responsible for carrying out the work until it is finished. In principle there is nothing regarding the notary's responsibility for the Cover Note in question, the Cover Note is used as the norm in credit disbursement by banks, while the bank itself carries out the credit disbursement process.

7. CONCLUSION:

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

- 1) Cover Notes are made based on a custom that can be accepted by the public, so they are trusted and considered a binding legal product.
- 2) Legal consequences for the Notary if he fails to implement the Cover Note, the Notary can be held accountable for completing it immediately.
- 3) The responsibility of giving a Cover Note contains the promise of a Notary if later the Mortgage certificate has been issued it will immediately be handed over to the bank within a certain period of time, Responsibility for

the Cover Note made by a Notary is the full responsibility of the Notary, where the Notary must be responsible for fulfilling.

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