



## Implementation of Micro Multiple Kredit Binding Without Collateral at PT. Bank Mandiri (Persero) Tbk. Branch Padang

Anesha Tryani; Busyra Azheri; Delfiyanti

Magister of Notary Program, Faculty of Law, Andalas University, Padang, Indonesia

<http://dx.doi.org/10.18415/ijmmu.v8i7.2838>

---

### **Abstract**

Banks are business entities that collect funds from the public in the form of savings and distribute them to the public in order to improve the standard of living of the people at large. In terms of channeling funds, namely through credit to the community, in its development it has undergone changes where initially there were provisions regarding the availability of collateral for credit requested by debtors as regulated in Law Number 14 of 1967, but with the birth of Law Number 7 of 1992 concerning Banking, as amended by Law Number 10 of 1998, no longer explicitly states the obligation to provide collateral for the credit requested by the prospective debtor. Bank Mandiri, Padang Branch as one of the banks that issued a product called Micro Multipurpose Loans without collateral, but faced the risk of customers defaulting or being unable to fulfill their obligations with several problems. This is what will become a problem for the Bank in the absence of collateral that can be used as a guarantee for customer default. Therefore, it is necessary to trace and conduct research on the implementation of binding Micro Multipurpose Loans without collateral and settlement of their repayments in the case of defaulters at Bank Mandiri, Padang Branch. The research method used in this research is the empirical juridical research method, namely the legal research method regarding the enactment and implementation of normative legal provisions in action at any particular legal event that occurs in society. The results of the study conclude that the implementation of collateral-free Micro Multipurpose Loans at Bank Mandiri is carried out by steps of customer prospects, initial investigation and verification, analysis / scoring, credit approval, credit agreements, legal documents, disbursements, and settlement of repayments if the debtor defaults by means of collection persuasive, rescheduling / restructuring, and closing of bad insurance / layoffs and creditors can take credit settlement steps through a lawsuit to the District Court. This is because in general, banks have been given legal protection in accordance with the legal provisions stated in Article 1131 and Article 1132 of the Civil Code.

**Keywords:** *Binding Implementation; Micro Multipurpose Credit; Unsecured; PT. Bank Mandiri Padang Branch*

### **Introduction**

Economic development as part of national development, which is expected to create and turn the Indonesian people towards a just and prosperous society based on Pancasila and the 1945 Constitution.

To maintain and continue sustainable development, the development actors are the government and the community, or individuals or legal entity, requires large funds. Along with the increase in development activities, the need for funding also increases, most of which is needed to meet these needs through lending and borrowing activities.<sup>1</sup>

To be able to realize the national economy, financial institutions such as banks are urgently needed with the aim of supporting the implementation of national development in order to increase equity, economic growth and national stability towards increasing the welfare of the people at large. As a financial institution that carries out its business activities in the field of financial services, banks have the ability to meet the needs of the community in raising funds and providing loans to the public. Financial institutions are business entities that have wealth in the form of financial assets. This wealth in the form of financial assets is used to run a business in the field of financial services, both providing funds to finance productive businesses and consumptive needs.<sup>2</sup>

Bank is one of the business entities formed with the aim of improving the people's standard of living. In order to guarantee legal certainty in the banking sector throughout Indonesia, the government enacted Law Number 7 of 1992 as amended by Law Number 10 of 1998 concerning Banking. The main function and purpose of establishing a bank in Indonesia is as an agent of development / development agent and financial intermediary / financial intermediary. The function of agent of development carried out by state banks is primarily aimed at maintaining monetary stability in Indonesia and as a financial intermediary, it appears in its function as an intermediary for collecting and distributing funds.

Bank is one of the business entities of financial institutions that aims to provide credit and services. The granting of credit is carried out either with own capital or with funds entrusted by a third party or by circulating new payment instruments in the form of demand deposits, whereas according to Article 1 paragraph (1) of Law no. 7 of 1992 concerning Banking as amended by Law no. 10 of 1998 concerning Banking explains that a bank is a business entity that collects funds from the public in the form of savings and distributes them to the public in order to improve the standard of living of the people at large. Therefore, it can be understood that a bank is a business entity that collects funds from the public and distributes them back to the community with the aim of improving the people's standard of living.<sup>3</sup>

In terms of channeling funds, namely through credit to the community, in its development, there was a change where at first there were provisions regarding the obligation or necessity for the availability of collateral for credit requested by prospective debtors which was regulated in Law Number 14 of 1967, but with the birth of Law Number 7 1992 concerning Banking as amended by Law Number 10 of 1998, it is no longer explicitly stated regarding the obligation or obligation to provide collateral for credit applied for by prospective debtors. The enactment of the new law provides a meaning that is not the same as the term "guarantee" according to the 1967 Banking Law. The meaning of "guarantee" according to the old law is given the term "collateral", while "guarantee" according to the amended Banking Law is given the meaning of "belief based on an in-depth analysis of the intention and ability and ability of the debtor customer to pay off his debts or return the financing in accordance with the agreement". This means that the "credit guarantee" referred to in the new Banking Law is not a credit guarantee that has been known as collateral. The term collateral by the newly amended Law is defined as "collateral".

It can be seen from the description above that essentially the distribution of funds to the public is based on belief or trust. The distribution of funds to the public by banks is often known as "Credit". The word credit comes from the Greek, namely "credere" which in Indonesian grammar becomes credit,

<sup>1</sup> <http://www.semanticholar.org/paper/jaminanfidusia> accessed on April 10, 2019 at 17.00

<sup>2</sup> Abdulkadir Muhammad dan Rilda Murniat, 2000, *Segi Hukum Lembaga Keuangan dan Pembiayaan*, PT. Citra Aditya Bakti, Bandung, pg. 25

<sup>3</sup> Djoni S. Gozali dan Rachmad Usman, 2010, *Hukum Perbankan*, Sinar Grafika, Jakarta, pg.281

which means trust. Someone who gets credit means gaining trust. Thus the basis of credit is trust. Trust from the bank can arise when an in-depth credit analysis has been carried out in granting credit by asking for various requirements that must be met by prospective credit recipients.

Customer who will enter into a credit agreement with the bank. However, in its development it can be seen that in order to achieve a high volume of credit in order to get a large profit, banks offer various facilities for the public to obtain credit. In its current development, this convenience gives rise to a product of credit that no longer requires collateral as a condition for granting credit. These products are unsecured loans (hereinafter referred to as KTA) or also known as unsecured loans. KTA is a banking product that provides loan facilities to borrowers without any collateral being used as collateral for the loan. The rules regarding KTA have not been explicitly regulated in the Banking Law, Bank Indonesia Regulations and Financial Services Authority Regulations. Rules regarding KTA are regulated separately in the standard operating procedures of each bank.

Unsecured Loans are loans that are given without being followed by any collateral, both movable and immovable objects and due to the absence of collateral provided by the borrower, the decision to approve the granting of credit is decided based on the prospects of the debtor's ability and the credit history of the prospective debtor personally, or in another term is based on the ability of the borrower to repay the loan. With this Unsecured Credit, it will certainly make it easier for borrowers who want to get credit but do not have collateral to guarantee. Because the loan is given only based on the ability of the debtor without any collateral in it, there is interest given, the interest given is also quite large, this is done as an anticipation of risk due to the absence of collateral in the provision of credit.

This Unsecured Credit does provide convenience for the community because in providing credit it does not require a condition for the existence of a collateral, but on the other hand it raises a problem, namely providing a very high risk to the bank. Where is related to the importance of a guarantee by the creditor, namely the bank for a loan, which is nothing but an effort to anticipate risks that may arise in the grace period between the release and repayment of the credit. Notary as a position, so it is illogical if a notary as an official position can be bankrupt until he loses his position.<sup>4</sup>

However, the bank still has other alternatives to be able to return the funds that have been distributed when a bad credit occurs, namely by handling and resolving bad loans. The handling or settlement of bad loans can be pursued in two ways or strategies, namely credit rescue and credit settlement. What is meant by credit rescue is a step to resolve non-performing loans through renegotiation between banks and borrowing customers as debtors, while credit settlement is a step to resolve non-performing loans through legal institutions.<sup>5</sup> In the settlement of bad loans, there are still several problems which will then affect the legal protection of creditors when bad loans are in a multipurpose micro credit agreement without collateral. In the case of non-performing loans, this unsecured Micro Multipurpose Loan has different stages which are believed to be different in terms of credit rescue and settlement. This is because there is no collateral that can be used as collateral for bad credit or default from the debtor.

### **Research Method**

This research is a juridical-empirical approach. Empirical juridical approach, is legal research on the enforcement or implementation of normative legal provisions (codifications, laws, or contracts) in action on every particular legal event that occurs in society. The implementation in action is an empirical fact and is useful to achieve the goals that have been determined by the State or by the parties to the

---

<sup>4</sup> H.R Daeng Naja, 2005, *Hukum Kredit dan Bank Garansi*, PT. Citra Aditya Bakti, Bandung, pg. 208

<sup>5</sup> Interview with Fadel Sobirin who serves as Micro Credit Sales at Bank Mandiri Padang Branch, April 10 at 10.00.

contract. Implementation in action is expected to take place perfectly if the formulation of normative legal provisions is clear and firm and complete.<sup>6</sup>

## Discussion

### 1. Implementation of Unsecured Micro Multipurpose Loans at Bank Mandiri Padang Branch

Throughout 2020 there were disbursement of 22 debtors with a total credit disbursement value of Rp. 5.7 billion Rupiah. The highest disbursement by number of debtors occurred in December 2020 (12 debtors) and nominally disbursement also occurred in December 2020 (Rp. 3.1 billion Rupiah).<sup>7</sup>

No	Month	Amount Debtor	Amount of Jammed Debtor	% Jammed Debtor
1	Januari	2	0	0.00%
2	Februari	2	0	0.00%
3	Mach	20	1	5.00%
4	April	0	0	0.00%
5	May	0	0	0.00%
6	June	0	0	0.00%
7	July	0	0	0.00%
8	August	0	0	0.00%
9	September	1	0	0.00%
10	October	1	0	0.00%
11	November	2	0	0.00%
12	December	12	0	0.00%
<b>Total 2020</b>		<b>40</b>	<b>1</b>	<b>2.50%</b>

Of the total disbursement throughout 2020 as many as 22 debtors, 1 person became a bad debtor or 4.50% of the total amount disbursed in 2020. The bad debtor came from the disbursement in December 2020 of 1 debtor. In 2020, there was a decrease in credit disbursement, both in terms of the number of debtors and nominal disbursement, this was due to the Covid 19 pandemic conditions where the regulator issued a provision for banks to focus on restructuring special loans for debtors affected by the Covid 19 pandemic.

From the data that the authors get, problem loans or non-performing loans occur because as a form of non-applicability of the legal certainty process and agreements that have been properly agreed upon. According to the Theory of Legal Certainty mentioned by Van Alpedoorn, legal certainty includes two things, namely:

<sup>6</sup> Abdul Kadir Muhammad, 2004, *Hukum dan Penelitian Hukum*, Citra Aditya Bakti, Bandung, pg. 134

<sup>7</sup> Source: Data that has been processed.

- a. Legal certainty is something that can be determined (bepaalbaarheid) from the law, in concrete matters. The parties seeking justice (yustisiabelen) want to know whether the law is in a certain condition or thing, before starting with the case.
- b. Legal certainty also means legal security, which means protecting the parties against the powers of judges. Basically, legal certainty in the law of guarantees can be seen from the agreement or contract made with the bank.

Article 1338 paragraph (1) of the Civil Code states that all contracts or agreements made legally apply as law for those who make them or commonly known as the Pacta Sunt Servanda principle. From this article, it can be concluded that there is the principle of freedom of contract, but this freedom is limited by coercive law. An agreement cannot be withdrawn other than with the agreement of both parties, or for reasons which are stated to be sufficient by law, the agreement is not only binding for things that are expressly contained in it, but also for everything that according to the nature of the agreement, required by propriety, custom, or law or what is commonly known as the principle of good faith, which means that both parties must treat each other based on propriety between polite people without deceit, without deceit, without reason. deceit and not only look at their own interests, but also the interests of others. In this case, if there has been an agreement stated in the juridical aspect, then both parties who make the agreement also have legal protection.

There are 2 (two) types of repayment penalties in Micro Versatile Credit products, namely:

1. Repayment of part of the credit before maturity is permitted, but is subject to a fine of 4% of the outstanding debit balance.
2. Repayment of all loans before maturity is permitted with the following conditions:
  - a. Performed on the due date of monthly installment payments.
  - b. Repayment of all loans before maturity will be subject to a fine of 8% of the debit balance.
  - c. If the date is not the same as the due date for monthly installment payments, the calculation of full repayment before maturity is based on the current period's debit balance plus current interest.

The requirements for granting Micro Multipurpose Credit (KSM) at Bank Mandiri Padang Branch are as follows:

1. Indonesian citizen (WNI) and domiciled in Indonesia
2. Minimum age 21 years, maximum before retirement age when the credit is paid off
3. Has been appointed as a permanent employee for at least 1 year and has a fixed income.
4. Minimum income 3 million
5. Submit documents that must be completed including:
  - a. The original application form is filled out completely and correctly
  - b. Copy of the applicant's ID card that is still valid
  - c. Copy of NPWP (only limit > IDR 50 million)
  - d. Original salary slip / latest income statement (only for Non Payroll)
  - e. Original Decree on the Appointment of Employees from the agency (especially TNI/POLRI)

The mechanism for applying for Micro Multipurpose Loans is as follows:

- a. Applications can be submitted at the nearest branch
- b. Fixed installments until the end of the loan tenor
- c. This program applies to new debtors, takeovers, and top ups.

The benefits offered by Bank Mandiri Padang Branch are as follows:

1. Competitive interest rates
2. Fast process 1 day liquid
3. Low credit fees
4. Credit limit up to IDR 1 billion
5. Term of up to 15 years

Customers who come to the bank to get credit, of course the bank does not immediately give credit just like that. Banks need information about data held by prospective credit recipients. The power is meant for banks to assess the condition and ability of customers, thereby fostering bank confidence in providing credit. The steps for preparing credit from the time the application is submitted until it can be realized must of course go through the process, terms and procedures for credit distribution to become a debtor. The processes and steps in question are:

1. Initiation (initiation)
2. Verification (checking)
3. Analysis / Scoring (analysis / assessment)
4. Credit Approval (credit approval)
5. Credit Agreement (Binding)
6. Legal Documentation
7. Disbursement
8. Monitoring (monitoring)

The process of granting credit must use the Loan Origination System (LOS). Where the Loan Origination System (LOS) is a system developed specifically to support the processing of credit applications required by banks. The technology used to meet this need is electronic workflow technology, which is used in relation to the process of monitoring and controlling various work steps, including the use of digital imaging technology, to reduce delays and inefficiencies that occur due to paper-based workflows. based workflows).

## *2. Settlement of Unsecured Micro Multipurpose Loans in the Case of Default Debtors at Bank Mandiri Padang Branch*

If the debtor's installment payments are still classified as non-current, the bank will take several steps to complete multipurpose micro loans without collateral which are classified as problematic, namely:

### *a. Persuasive billing*

The first stage is to carry out persuasive collections that are carried out intensively for customers who are still prospects and are considered to still have good faith, but have shown symptoms towards non-performing loans, intensive collection must be carried out to customers in order to fulfill all their obligations. Based on this, it is expected that the debtor and the bank will get an agreement on how the debtor concerned pays off the installments of the micro multipurpose credit without any collateral.

### *b. Rescheduling / more to Restructuring*

Based on the circular letter of Bank Indonesia number 26/4/BPPP dated May 29, 1993, rescheduling can be carried out, namely an effort to save credit by changing the terms of the credit agreement with regard to the loan repayment schedule or time period, including the grace period,

including the amount of the installments or the amount of installments. not. The definition of restructuring is an effort to save by changing the terms of the credit agreement or converting all or part of the credit into company equity and bank equity, with or without rescheduling.

### c. Closure of Loss Insurance / Layoffs

The closure of bad insurance / layoffs aims to anticipate bad loans, prospective debtors when binding credit are required to have their insurance coverage terminated and loss insurance. If an agreement is reached between the debtor and the bank regarding the repayment of multipurpose micro credit without collateral, it is hoped that this can be completed by reaching an agreement between the bank and the debtor. Because taking the legal route will require additional costs and will increase the time that is not short which will ultimately burden the debtor because there is an imbalance between the amount of credit received and the costs that must be incurred for the settlement of credit disputes delegated to existing legal channels, both courts and arbitration.

If the debtor customer defaults in terms of not paying his debts, resulting in bad credit, the creditor can take steps to settle the credit through a lawsuit to the District Court. This is because in general banks have been given legal protection in accordance with the legal provisions contained in Article 1131 and Article 1132 of the Civil Code. Where in Article 1131 it is stipulated that all objects of the debtor, both movable and immovable, both existing and new ones that will exist in the future, become dependents for all individual engagements. Meanwhile, Article 1132 stipulates that the objects (which are contained in Article 1131) are joint guarantees for all those who owe them, where the income from the sale of the objects is divided according to the balance, that is, according to the size of the respective receivables, unless there is a Among the debtors there are valid reasons to take precedence.

Settlement of bad loans through a lawsuit to the District Court is considered ineffective and efficient, because it requires a large enough cost even though the amount of debtor credit is not so large compared to the costs incurred to file a lawsuit, and also the process of credit settlement through trial requires a relatively long time.

## **Conclusion**

1. The implementation of the binding of Micro Multipurpose Loans without collateral at Bank Mandiri is carried out with the following steps: Prospect of customer search carried out by Micro Credit Sales (MKS) and accompanied by complete documents, Initial Investigation and Verification to ensure the accuracy and truth of data and documents submitted by the prospective debtor, Analysis/Scoring, Credit Approval, Credit Agreement (Binding), Legal Document, and Disbursement.
2. If the debtor customer defaults in terms of not paying his debts, resulting in bad credit, the creditor can take credit settlement steps through a lawsuit to the District Court. This is because in general banks have been given legal protection in accordance with the legal provisions contained in Article 1131 and Article 1132 of the Civil Code. At Bank Mandiri's Padang Branch, the settlement of the settlement of Micro Multipurpose Loans without collateral if the debtor defaults at Bank Mandiri is by persuasive collection, rescheduling/restructuring, and closing of loss insurance/layoffs. Non-Collateral Multipurpose Micro Loans that are problematic are expected to be resolved with an agreement between the Bank and the debtor. Because taking the legal route will require additional costs and will take a long time in the end it will burden the debtor because there is an imbalance between the amount of credit received and the costs that must be incurred for the settlement of credit disputes that are delegated to legal channels, both courts and arbitration.

### **Suggestion**

1. Credit provided by banks cannot be separated from the risk of becoming non-performing loans, for that in order to minimize the risk of losses suffered by the bank, the bank as a creditor before distributing a credit must carefully apply the precautionary principle in analyzing potential debtors before the credit given.
2. Micro Multipurpose Credit without collateral should be made authentic deed or written agreement in order to strengthen the debtor or creditor and need to increase socialization that Micro Multipurpose Credit without collateral, collateral is not specifically stipulated, but the provisions of Article 1131 of the Civil Code apply. . The article regulates the position of the debtor's assets on the debt engagement. The bank as a creditor will be able to demand repayment of the debtor's debt from all the assets concerned, including assets that will still be owned in the future. Creditors have the right to demand repayment of debts from assets that will be obtained by the debtor in the future.

### **Reference**

- Abdulkadir Muhammad dan Rilda Murniat, 2000, *Segi Hukum Lembaga Keuangan dan Pembiayaan*, PT. Citra Aditya Bakti, Bandung
- Djoni S. Gozali dan Rachmad Usman, 2010, *Hukum Perbankan*, Sinar Grafika, Jakarta.
- H.R Daeng Naja, 2005, *Hukum Kredit dan Bank Garansi*, PT. Citra Aditya Bakti, Bandung.
- <http://www.semanticholar.org/paper/jaminanfidusia> accessed on April 10, 2019.
- Interview with Fadel Sobirin who serves as Micro Credit Sales at Bank Mandiri Padang Branch.

### **Copyrights**

Copyright for this article is retained by the author(s), with first publication rights granted to the journal.

This is an open-access article distributed under the terms and conditions of the Creative Commons Attribution license (<http://creativecommons.org/licenses/by/4.0/>).