

## Legal Protection of Banks that Give Business Capital Credit Without Collateral

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### ABSTRACT

This research aims to analyze legal considerations for business credit without collateral and analyze legal protection for banks that provide business credit without collateral. The research method used in this research is normative juridical. The results of the research show that business credit providers have legal protection if business credit without collateral is carried out through preventive protection, which of course requires a formula based on the contents of credit agreement that has been determined and must be implemented if a default occurs. There is a need for the contents of agreement to be precise so it can be binding and stated in the credit agreement, which of course has also been agreed upon by all parties; legal protection, which is considered repressive; as a reference in taking steps if there is a risk of loss from the business carried out by the capital provider; and the need for an institution to Alternative Dispute Resolution in the Financial Services Sector (LAPS Financial Services Sector) is an institution that resolves disputes in the financial services sector outside of court. If the credit repayment stage is problematic, it is necessary to resolve it without harming both parties based on the amount of credit given is not a large amount. So, an Alternative Financial Services Sector Dispute Resolution Institution (Financial Services Sector LAPS) is needed to resolve disputes through face-to-face meetings before a mediator or arbitrator, electronic media, or document inspection.

**Keywords:** protection; banking; without collateral.

### INTRODUCTION

Banking in Indonesia is a fairly dominant source of financing for entrepreneurial activities. A bank is a financial institution that is present in society to distribute funds collected from the community and returned to the community in the form of credit. Credit is the most important business activity, because the largest income from banking business comes from credit business activities, it is in the form of interest and fees. Financial institutions are institutions that provide financial services to their customers. Usually, these institutions are regulated by financial regulations from the government.<sup>1</sup>

Economically, a credit will realize its function if it is good for the debtor, creditor, or society and has an impact on a better process, where for the debtor or creditor, it will bring progress. Meanwhile, this progress can be explained if they get profits and increase welfare, while for the country, it means an increase in tax value.<sup>2</sup>

The government carries out policies in the world of banking, it is channeling funds to the community, especially small entrepreneurs and weak economies. Distribution of funds can be carried

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<sup>1</sup> Muhammad Djumhana, *Hukum Perbankan di Indonesia*, PT. Citra Aditya Bakti, Bandung: 2000, p. 34.

<sup>2</sup> Mandala Harefa, "Masalah dan Tantangan Implementasi Program Kredit Usaha Rakyat di Propinsi Sulawesi Selatan dan Jawa Tengah", *Kajian*, Vol. 20 No. (2015), pp. 343 - 366

out by providing credit through predetermined conditions, such as guarantees to guarantee the certainty of repayment of debts from debtors to creditors if one day the debtor defaults.

Regarding collateral, in essence, the use of the words guarantee and collateral are the same. However, in practice, in the banking world, these words are given a distinction.<sup>3</sup> Regarding collateral as additional collateral, it is expressly stated in Article 1 Point 22 of Law Number 4 in 2023, concerns about Development and Strengthening of the Financial Sector, which states that "Collateral is additional collateral submitted by the Debtor Customer to the Bank in the context of providing credit or financing facilities based on sharia principles". The word guarantee contains the meaning of a sense of trust or confidence from the bank regarding the ability of credit recipient to carry out obligations. Meanwhile, collateral is interpreted as goods or objects that have a price or have an economic side, which is used as additional collateral from the credit recipient's debt.

In providing credit, the most important factor is collateral, where the collateral submitted to the first party (bank) can have an impact on the trust of the first party (credit provider) in the customer. Regarding the function of collateral policy in practice, usually if the collateral has a function that is in line with the function of guarantee, it can be understood that the function of collateral is, among others:<sup>4</sup>

- 1) Give the bank the right and power to obtain repayment of the collateral if the credit recipient defaults, it is when making repayment of the debt within the time specified in the agreement;
- 2) Providing guarantees so the debtor has a role in the transaction to finance his business, so it is possible to stop his business or project by causing losses to himself or his company. It can be prevented, or the possibility of doing as mentioned can be minimized;
- 3) Providing encouragement to debtors to fulfill their promises, especially regarding the process of paying them back with agreed terms, so the credit recipients and/or other parties who also provide collateral do not experience the loss of assets that have been guaranteed by the bank.

Providing business capital without collateral actually carries various risks for the capital provider. Risks that may be accepted by capital providers include customers who may become defaulters, customers who suddenly disappear, misuse of credit, and customers who are declared dead. Based on this risk, the first party may not carry out executions or activities to confiscate collateral from customers. It is based on the absence of collateral in providing business capital without using collateral, with the result that returning the credit becomes late, so the first party cannot do anything.<sup>5</sup>

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<sup>3</sup> Ibrahim, M. Y., "Penilai Agunan Hak Cipta dalam Perbankan di Indonesia", *CERMIN: Jurnal Penelitian*, Vol. 4 No. 1 (2020), pp. 202-216.

<sup>4</sup> Nugraha, P. G. S. C., & Mahendra, G. S., "Eksplorasi Algoritma C4. 5 dan Forward Feature Selection untuk Menentukan Debitur Baik dan Debitur Bermasalah Pada Produk Kredit tanpa Agunan (KTA)", *JST (Jurnal Sains dan Teknologi)*, Vol. 9 No. 1, (2020), pp. 39-46.

<sup>5</sup> Alwi Muarif Sembirin dan Nurul Jannah, "Penerapan Prinsip 5c pada Pembiayaan Murabahah di SUMUT Syariah KCP HM Yamin", *Jurnal Ilmu Komputer, Ekonomi dan Manajemen (JIKEM)*, Vol. 2 No. 2, (2022), pp. 2990-3004

Based on the problems above, in the activity of channeling business capital without using collateral, you need to know that in the banking law that has been in effect to date, there are not still specific regulations regarding the provision of credit without collateral. The Financial Services Authority (OJK), as a banking regulator and supervisor, does not yet have a policy for regulating credit without using collateral. So, there are several questions regarding the protection that banks as lenders will receive if they experience this condition. Therefore, attention is needed because each lender is considered to be one of the parties who is at risk of all the consequences of the actions from the loan recipient. Credit distribution activities that do not use collateral actually have a legal vacuum that does not regulate them. There is a need for regulations in the form of a system for disbursing credit more carefully (*prudent*) and trustworthy, it is also the methods used in the collection process. Apart from that, there is also a need to focus on the process of distributing several loans without collateral by placing greater emphasis on several precautionary principles with the aim of preventing *non-performing loans* (NPL) and fraud (embezzlement of funds).

This research aims to analyze legal considerations for business credit without collateral and analyze legal protection for banks that provide business credit without collateral.

## METHODS

The research method used in this research is normative juridical. This method is one of methods used in the research process and is based on secondary materials, or what is usually called library materials. Apart from that, there is an analysis process regarding legal protection for the first party who provides business capital without collateral. So, the objects that will be used in the analysis process include a qualitative approach, it is a method that has a reference based on legal norms that have been established by statutory regulations.

## DISCUSSION

### Implementation of the Precautionary Principle in Business Credit Without Collateral

Business credit can be given by banks or other institutions, but for banking institutions that are able to provide business capital, it will be done with conditions that are not easy. Providing business capital can sometimes have a process, that is considered easy and has the impression of being forced based on the process of disbursing credit, which is aimed at the community without going through detailed research with the use of time in the administration and in the decision-making process carried out before disbursing the credit.<sup>6</sup>

There are principles that banks actually need to pay attention to that are based on Banking Economics which are carried out right before giving credit to each customer in the form of five factors that are applied in giving credit, referred to as the *Five C's Credit*, they are character, *Capacity* (ability),

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<sup>6</sup> Perwirasari, D. P., & Ikrardini, Z., "Penerapan Prinsip Kehati-hatian dalam Penyaluran Kredit Usaha Rakyat Non Agunan Ditinjau dari Sisi Hukum Perikatan", *Jurnal Dialektika Hukum*, Vol. 2 No. 2 (2020), pp. 148-172.

*Capital* (capital), *Condition of Economic* (atmosphere of economic development), and *Collateral* (guarantee).<sup>7</sup>

The aim of implementing the 5C principles is so the bank can have knowledge about its prospective customers in the form of an identity profile based on the customer's characteristics. Apart from that, the 5C principle is also used as a way to analyze each customer in order to consider whether or not they are eligible to provide business capital and prevent the bank from experiencing losses.<sup>8</sup>

Apart from that, there is another opinion from Johannes Ibrahim, explaining the various relationships between collateral and providing credit through the following two factors:<sup>9</sup>

- a. *Secured*, has the meaning of a credit guarantee by carrying out binding in a formal juridical manner that is adjusted based on law or statute. In the future, if an act of default occurs on the part of debtor, the credit provider also has the legal power to carry out the execution.
- b. *Marketable*, means that every guarantee that will be executed will be sold, or the guarantee must be cashed in order to pay off the debtor's debt.

*Banking prudential principles*, also known as the principle of prudence, are one of the most general principles and have been used by several banks. By having a supervisory process that includes in-depth bank supervision activities in the form of all activities based on the main benchmark, it is the principle of prudence. It should be noted that this process is considered a repressive measure or cannot be used as a prevention of bankruptcy, liquidation, or even freezing of business activities and will place banks under special supervision. It occurred in 2004. At that time, several banks experienced bankruptcy due to robbery from inside, which the supervisors discovered too late. So several studies have expressed doubts about the effectiveness of implementing the precautionary principle (*prudential regulation*) and the work ability of supervisors.<sup>10</sup> Apart from that, there is an alternative approach by implementing openness regulations, or what is called sunshine regulation. The main aim of these regulations is to increase the abilities of customers and other stakeholders in the bank supervision process. It has also become an important part of every banking activity in Indonesia.

Each bank can implement several provisions if the customer can be trusted by providing business capital. In the process of knowing whether the customer can be trusted to obtain credit by

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<sup>7</sup> Purwahid Patrik dan Kashadi, *Hukum Jaminan edisi Revisi dengan UUHT*, Fakultas Hukum Universitas Diponegoro, Semarang:2003, p. 92.

<sup>8</sup> Putu Vista Viani dan I Ketut Westra, "Pengaturan Kebijakan Kredit Tanpa Agunan di Indonesia", *Jurnal Kertha Semaya*, Vol. 10 No. 1 2021, p. 1-13. <https://doi.org/10.24843/KS.2021.v10.i01.p01>

<sup>9</sup> Johannes Ibrahim, *Cross Default dan Cross Collateral sebagai Upaya Penyelesaian Kredit Bermasalah*, PT. Refika Aditama, Bandung: 2004, p. 71.

<sup>10</sup> Lindryani Sjojfan, "Prinsip Kehati-Hatian (Prudential Banking Principle) dalam Pembiayaan Syariah sebagai Upaya Menjaga Tingkat Kesehatan Bank Syariah", *Pakuan Law Review*, Vol. 1 No. 2, 2015.

following several principles in providing business capital by carrying out analysis, these principles include:<sup>11</sup>

- a. The Principle of Trust: Based on credit, there must be a sense of mutual trust. In carrying out the credit granting process, you are required to have a sense of trust in the credit giver by providing benefits to the credit recipient with the belief that the debtor is able to return the funds.
- b. Prudential Principle: It is expected not to cause bottlenecks in financing, so that providing credit will be accompanied by financing. It is also necessary to carry out analysis activities by considering all related factors. So the supervision will be needed when crediting occurs.
- c. The principle of synchronization (*matching*): It includes synchronization activities that will be carried out by looking at loans and *assets* or *income* from each credit recipient.
- d. The Principle of Valuta Equivalency: which is based on avoiding fluctuations in currency by carrying out a process of searching for equivalence of currency obtained from credit or financing carried out with the money obtained from credit.
- e. Principle of Comparison between Loans and Capital: This process requires that each loan and all capital must have the same ratio or have insignificant differences.
- f. Loan and Asset Comparison Principle: This process requires that each loan and all assets have the same ratio or have insignificant differences.
- g. Principle 5C, by carrying out obligations taking into account the debtor, they are: a) *Character* (personality), b) *Capacity* (ability), c) *Capital* (capital), d) *Condition of economy* (economic conditions), and e) *Collateral*.

Providing credit without using collateral is actually very contrary to the 5C principles, which are used as credit principles. With the collateral assessment process as a consideration for credit, if there is a problem in the payment process for each credit, the collateral will be confiscated to replace credit that has not been repaid. So credit and collateral rules are considered important things to apply in resolving any problems in the credit payment process.

Apart from that, it is also necessary to have a credit agreement as a consensual agreement involving the giver and recipient of capital in the process of credit or debt activities, with the obligation of each recipient for the capital to pay every loan that has been given by the provider of capital based on the agreement that has been made by both parties. The rules regarding the relationship between each credit are contained in Book III of the Civil Code concerning engagements.

Both parties involved in credit activities have a bond in accordance with the legal side based on the credit agreement. So, the process of analysis carried out juridically by involving investors and candidates who will receive capital includes an analysis of completeness from all the requirements of the agreement based on Article 1320 of the Civil Code, which contains the word agreement by involving the giving parties and candidates who will receive capital, able to make agreements regarding matters that are considered halal.

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<sup>11</sup>Widyanti, Y. E., "Perjanjian Baku Ditinjau dari Prinsip-prinsip Pemberian Kredit dan Tolak Ukur Perjanjian Baku Agar Mengikat Para Pihak", *Pamator Journal*, Vol. 4 No. 1, 2011, p. 100.

### **Legal Considerations for Business Capital Credit Without Collateral**

Each bank financial institution has a position that is considered strategic in the national economic sector, so it is expected to be able to have a role in the means of mobilizing all public funds effectively and efficiently based on being one of distributors from all funds expected for productive activities, it is also being able to provide support for every national development that will one day be aimed at equalizing every development through its results, economic growth, and national stability, improving every community's standard of living. This implementation is in accordance with the definition of a bank in Article 1 point 2 of Law from the Republic of Indonesia Number 4 in 2023 that concerns about the Development and Strengthening of Financial Sector, which states, "A bank is a business entity that collects funds from the public in the form of savings and distributes them to the public in the form of credit or financing and/or other forms in order to improve the standard of people living."

In fact, in credit activities using collateral, there are several uses, including:

- a. Provides rights and powers aimed at banks to be able to obtain repayment of credit with collateral based on the debtor not keeping promises, being unable to make regular repayments, or payments based on the period specified in the making of the agreement.
- b. Providing guarantees so that the debtor takes a role in financing his business, with the aim that if the party decides to leave his business, he will certainly feel a loss and the possibility of preventing the company he owns will be minimized.
- c. Providing motivation to the debtor not to default on what has been agreed, regarding several conditions that have actually been agreed between the debtor and the third party as guarantor, so the assets that they own are not lost even though they have been used as collateral.

There is a legal basis used in the process of providing credit without using collateral, which is contained in Law Number 10 in 1998 that concerns about Banking (Banking Law). Article 8 paragraph 1 states, "In providing credit or financing based on Sharia Principles, Commercial Banks are required to have confidence based on an in-depth analysis of the debtor's intentions and ability to pay off their debt or return the financing in accordance with what was agreed."

In addition, there are several limitations in the credit agreement process proposed by Sutan Remmy Syahdeini by providing a specific definition, which is an agreement agreed by the creditor, it is the bank, and the debtor, it is the customer, by containing the agreed method and period of time for repaying the debt in installments and getting interest distribution in the form of rewards or sharing the proceeds from these profits. So that in the process of providing credit without using collateral, of course, it has a lot of risks, it is determined that all wealth in the form of assets he owns or will have will be used as one of the guarantees to meet paying his credit debt.

Every credit must have several risks, which can be minimized by implementing the principles of healthy credit. Each bank is expected to be able to carry out an analysis process by looking at the

ability of each debtor to pay each debt. Furthermore, the bank is also expected to carry out review activities and assess, and also bind the collateral that has been provided by the debtor in order to fulfill the terms and conditions that have been implemented.

### Legal Protection for Banks that Distribute Credit Without Collateral

The banking world that has developed in the Indonesian region has a dynamic nature, always rapidly changing, along with the development of society when using banks as a way to meet every need they have. The regulations that have been established by banks in Indonesia are considered corridors, including the enactment of Law Number 10 in 1998 that is concerning Banking (Banking Law) as amended by Law Number 4 in 2023 that is concerning the Development and Strengthening of the Financial Sector. The regulation contains that in business activities, the precautionary principle must be used by the bank in risk management.

Subekti once said that honesty is the embodiment of good faith in every agreement. Where when there are people who have good intentions, they will give full trust to their opponents, with honest assumptions and do not cover up bad things because later it will conclude some difficulties. This is one of the initial allegations in the process of procuring any agreement, one of which is the working capital credit agreement without collatera.<sup>12</sup>

Accountability is used as one of the demands from credit officers in terminating positions and personal; all credit that has problems can be minimized. It is also important to know that credit without collateral has a big risk; therefore, every asset owned by the debtor is counted as movable. Even if it is not already owned or will be owned, it will be used as collateral in the credit debt repayment process.<sup>13</sup>

Law is enforced as a norm in the social field, with the task of framing it in terms of patterns that have a variety of forms. The law is also included in the various social lives of various communities. In this configuration, it is possible to understand that the laws that have been in force and their implementation have influenced various aspects.<sup>14</sup>

The main problem is how each form of legal protection is intended by creditors as credit providers by having working capital without collateral and how the law acts as a useful tool for human restrictions in regulating each community's life by implementing it, which is dependent on social aspects, things This is in accordance with the opinion expressed by W. Friedman: *"The self-sufficiency of law is an illusion. It is, to use a well-known phrase by Moltke, a dream, but not even a beautiful one."* Law is enforced as one of the norms in the social field, where in the process of development, it is not only determined by the law itself but is dependent on the society in which the law exists.<sup>15</sup>

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<sup>12</sup>R. Soebekti, *Hukum Perjanjian*, Intermasa, Jakarta: 2001, p. 45.

<sup>13</sup>Asril, J., "Kredit Macet dalam Perspektif Kejahatan Perbankan", *Jurnal Ilmiah MEA (Manajemen, Ekonomi, & Akuntansi)*, Vol. 4 No. 1 (2020), pp. 417-433.

<sup>14</sup>I Komang Surya Wibawa, "Karakteristik Ilmu Hukum sebagai Norma Sosial dalam Menjalankan Kehidupan Bermasyarakat", *e-Journal Komunitas Yustisia Universitas Pendidikan Ganesha Program Studi Ilmu Hukum*, Vol. 4 No. 3, (2021), pp. 951-958

<sup>15</sup>Hidayatullah, S., Alam, S., & Martono, B. S., "Perlindungan Hukum terhadap Debitur Wanprestasi dalam Pemberian Kredit tanpa Agunan (Studi Kasus: Putusan Pengadilan Tinggi DKI Jakarta Nomor 238/PDT/2018/PT. DKI)", *PEMANDHU*, Vol. 1 No. 1 (2020), pp. 29-37.

In the transaction process, an agreement is made together with a bond that contains legal implications regarding both parties having an obligation to submit and comply with what has been previously agreed upon. Based on Law Number 7 in 1992 that is concerning Banking, as amended by Law Number 10 of 1998, in Article 1 Number (11) it is stated that credit is a provider of money or even comparable bills based on an agreement. regarding loans between banks and other parties by having to carry out obligations between borrowers by paying their debts in predetermined installments until they are paid off within a certain agreed time and interest. Article 1338, paragraph (1) of the Civil Code (KUHPerdata) also states that all agreements or contracts made are valid and valid as laws intended for those who make them with the principle of *Pacta Sunt Servanda*. Based on this article, it can be seen that there is a principle of freedom of contract, but of course this freedom still has legal limitations with a coercive nature. The parties involved in making the agreement must obey the law with a coercive nature. The agreement cannot be withdrawn or canceled as long as both parties have an agreement to cancel it or it is based on the law. Apart from that, the agreement is not only for binding things that are considered firm but also applies to things that are in the nature of an agreement; you are required to always comply. It can be said to be good faith, with the meaning that both parties are based on polite obedience and without any lies or deceit, or without any deceit, without any subterfuge, and without selfishness, where they are not only looking at their own interests but also looking at the interests of other parties. In addition, there is still an agreement that is based on juridical aspects and has legal protection for both parties.

Each agreement is not only used as a bond regarding matters that are expressly contained in the agreement but is also intended by its nature to be required to carry out compliance, customs, or laws; this is stated in Article 1339 from the Civil Code. Therefore, the agreement also has completeness in the form of rules contained in the law and in customs; apart from that, every obligation must be obeyed and heeded. In addition, there are three sources of norms in the agreement in the form of laws, customs, and even compliance norms. In addition, Article 1338, paragraph 3, in the Civil Code states that every agreement must be executed in good faith. The norm is one that contains very important arrangements in treaty law. And in the process of implementing it, judges have the power to supervise the implementation of agreement. It is hoped that there will be not violations of compliance or justice. So it can be interpreted that the judge has power even if he deviates from what has been agreed upon by all parties. So if paragraph 1 (one) of Article 1338 in the Civil Code can be used as a condition or even demand in determining legal certainty, then paragraph 3 (three) of Article 1338 in the Civil Code can be considered a demand for justice.

The discussion regarding collateral is related to the provisions of articles 1131 and 1132 in the Civil Code. Based on these two articles, it discusses debts that already have special privileges. Article 1131 in the Civil Code states that every object owned by the debtor, whether movable or not, which has been owned or will be owned, will be used as collateral for each individual's agreement. Continued in Article 1132 is the content that every object can be used as collateral jointly for the

person who owes it, and when the object is sold, an equal distribution will be made, including the amount of the debt, unless there is a reason that can take precedence.<sup>16</sup>

Meanwhile, in the part of credit that does not have collateral, where the bank does not have provisions regarding collateral or does not use collateral, it will be based on Articles 1131 and 1132 of the Civil Code, where every asset of the debtor is used as collateral based on the amount of money that should be paid as debt. There are consequences based on the debtor's default; the bank will also carry out execution based on Articles 1131 and 1132 in the Civil Code. Using the two articles above, the creditor can carry out an assessment regarding the economic value of the assets as a whole along with all valuables owned by the debtor with a stamp of default, which is considered a repayment of outstanding credit.<sup>17</sup>

However, there are still several articles that should be added to make the credit settlement process easier. The design determined based on the contents of the credit agreement includes: (1) if there is a situation where the provisions in the agreement that have been determined are not fulfilled or the interest in the agreement is not paid, the installments or credit experience a bottleneck due to which the debtor is deemed no longer able to pay off all the debts owed. then his business can be used as collateral until it is confiscated in order to pay off the debt he has. (2) As an implementation of the precautionary principle, the bank collaborates with insurance companies by providing credit life insurance in anticipation of the death of a debtor customer, so as not to burden the heirs and to anticipate bad credit. (3) Debtors are also not permitted to transfer business or debts to third parties without permission from the bank.

## CLOSING

Based on the analysis that has been discussed, it can be concluded that capital providers have legal protection if they provide business capital without collateral, which can be done through preventive legal protection, which of course requires a formula based on the contents of credit agreement that has been determined and must be implemented if there are delays in credit payments. where it is considered not to be a provider of capital. There is a need for the contents of the agreement to be precise so that it can be binding and stated in the credit agreement, which of course has also been agreed upon by all parties; legal protection, which is considered repressive; as a reference in taking steps if there is a risk of loss from the business carried out by the capital provider; and the need for an institution to Alternative Dispute Resolution in the Financial Services Sector (LAPS Financial Services Sector) is an institution that resolves disputes in the financial services sector outside of court. Article 3 in the Financial Services Authority Regulation Number 61/Pojk.07/2020 that is concerning Alternative Dispute Resolution Institutions in the Financial Services Sector states that "LAPS in the Financial Services Sector functions to provide integrated dispute resolution services in the financial services sector.". If the credit repayment stage is problematic, it is necessary to resolve

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<sup>16</sup> Satrio, A., Kartikasari, R., & Faisal, P., "Eksekusi Harta Debitor Pailit yang terdapat di Luar Indonesia Dihubungkan dengan Pemenuhan Hak-Hak Kreditor", *Ganesh Law Review*, Vol. 2 No. 1, 2020, pp. 96- 108.

<sup>17</sup> Siswandi, Lambang, "Kreditur dan Debitur dengan Hak Perlindungan Hukum dalam Perjanjian Kredit tanpa Agunan", *DiH: Jurnal Ilmu Hukum*, Vol. 15 No. 1, 2019, pp. 87- 94.

it without harming both parties based on the amount of credit given is not a large amount. So an Alternative Financial Services Sector Dispute Resolution Institution (Financial Services Sector LAPS) is needed to resolve disputes through face-to-face meetings before a mediator or arbitrator, electronic media, or document inspection.

Capital owners should also implement the precautionary principle, balanced with the implementation of the 5C principles, as part of the analysis when providing business capital. This is based on the 5C principles, which are the first step when carrying out prevention if risks or losses occur based on the business capital that has been provided. to recipients of capital. When providing business capital, procedures for providing business capital are required to prioritize family feelings. If there is a problem that can actually be resolved through deliberation and a good relationship between the bank and the customer.

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### **Legislation**

Kitab Undang-Undang Hukum Perdata.

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