

Resolving Bad Credit for Blacklisted MSMEs at PT Bank Rakyat Indonesia Gondosari Kudus Unit

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Received: 18/11/2023

Revised: 22/01/2024

Accepted: 01/03/2024

Abstract

Many credit capital is used as a way to develop a business or start a business. However, there are quite a few that can save credit from various problems. So there needs to be a solution concrete way to overcome the problem of blacklisted bad credit. The main problem of this research is about the policy of the Bank Rakyat Indonesia Gondosari Kudus Unit in resolving bad credit for blacklisted MSMEs and how to implement the policy for resolving bad credit for blacklisted MSMEs. This research uses empirical juridical methods. This study aims to determine Implementation of policies for resolving bad credit for MSMEs that are blacklisted and how the policy of the Indonesian People's Bank, Gondosari Kudus Unit regarding resolving bad loans of blacklisted MSME debtors. Resolving blacklisted bad credit can be done by submitting a credit agreement restructuring application. Furthermore, settlement can also be done through the Bank Indonesia Dispute Resolution Agency. The last is settlement through court. Settlement through court is the stage of resolving bad credit which is carried out through legal channels.

Keywords

Bad Credit; MSME; Black list

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1. INTRODUCTION

Community welfare is characterized by good economic value. In the business world, someone needs capital from internal and external sources. Internal capital sources start from one's own ability to have the strength to build a business with the capital one has, however internal capital sources are still unable to meet the desired capital needs so external capital sources are needed. One way to do this is to submit a credit application to the bank. Basically, the most basic function of banking, both conventional and sharia, is as an intermediary institution, namely accommodating parties who have excess funds to later distribute them to parties who need funds. This function is also carried out by banks to help channel funds to small and medium businesses. (Muhammad, 2000) The definition of banking can be found in Article one paragraph (1) of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning banking which provides an explanation of banking that banking is everything that



concerns banks including institutions, business activities and how to carry out business activities, while the definition of a bank is stated in article one paragraph (2) that a bank is a business entity that collects funds from the public in the form of savings and conveys them to the public in the form of credit and/or other forms in order to improve the standard of living of many people. .

One of the functions of a bank is lending. The definition of credit is stated in Law Number 7 of 1992 article one paragraph (2) that credit is the provision of money or bills that can be equivalent to it, based on an agreement or loan agreement between the bank and a person or legal entity which requires the borrower to pay off the debt. after a certain period of time with interest. Currently, banking institutions in the process of providing credit facilities mostly use private credit agreements which are then legalized and registered by a notary. Based on the provisions of Article 1338 paragraph (1) of the Civil Code (hereinafter referred to as the Civil Code), which states that agreements made legally apply as law for the parties who make them. Therefore, the rights and obligations that appear in the agreement must be implemented by the debtor and creditor. In this way, credit agreements are expected to help debtors to develop their welfare and be able to pay loans and interest to creditors at the time specified in the agreement, however, there are quite a few debtors whose obligations are stopped or hindered by their inability to pay or return loans from creditors. That debtor incompetence is one of the causes of bad credit. Bad credit is a condition where debtors, both individuals and business entities, are unable to pay the installments or debts they owe to lenders on time. Bad credit also occurs in MSMEs, some even say that bad credit is blacklisted, namely credit that is in arrears in principal payments and interest payments exceeding 270 days from the due date. The blacklist in question is a customer who commits a criminal act or acts against the law when carrying out banking transactions.(Son, 2023)

Based on Roscoe Pound's balance of interests theory(Martinelli, 2023)There needs to be a balance between the parties which is realized in an agreement that can be seen in the rights and obligations of the parties, so the credit giver and credit recipient must reflect the balance in order to be able to realize the objectives of providing credit. If there is a credit failure, it is necessary to have provisions that can protect the interests of the parties. In Article one number 11 of Republic of Indonesia Law no. 10 of 1998 concerning Banking, credit is formulated as the provision of money or bills that can be equivalent to it, based on an agreement or loan agreement between other parties' banks which requires the borrower to pay off the debt after a certain period of time. Bad credit debtors are considered to have reneged on their promise to pay interest and/or master credit that is due, resulting in late payments or no payments at all. It can be said that problem credit includes bad credit, however, not all problem credit is bad credit.

Bad credit indicates a default by the debtor. What is classified as a default is that the debtor is completely unable to pay the credit installments or the interest, pays part of the credit installments or the interest, the payment of the installments is not a problem, the debtor has paid a small portion of the

installments. Even though the debtor is less than paying one installment, his credit is classified as bad credit and he pays the credit in full or with interest after the agreed period ends. This does not include debtors who pay in full after extending the credit period approved by the bank at the debtor's request, because there has been a change in the mutually agreed agreement. Thus, according to legal protection theory, there must be protection of the interests of the parties, which is realized or manifested in regulations regarding bad credit. Bad credit can occur due to internal or external factors, so when resolving bad credit you must pay attention to these factors so that a balance of interests is achieved.

Research from Kristiantoro (Kristiantoro, 2006) researching the resolution of problem loans in credit agreements at banking institutions with collateral rights and what factors cause problematic credit to occur in the credit agreement as well as the execution of mortgage rights if the debtor defaults on the credit agreement. Research from Rosmilia examines the procedures and implementation of providing credit to PT. Bank Rakyat Indonesia (Persero) Tbk. Semarang Pattimura Branch, factors that cause credit problems at PT. Bank Rakyat Indonesia (Persero) Tbk. Semarang Pattimura Branch and the problem credit resolution pattern implemented by PT. Rakyat Indonesia (Persero) Tbk. Semarang Pattimura Branch. (Rosmilia, 2009.)

Juridical Study of Bank Rakyat Indonesia Policy, Gondosari Unit, Kudus Regency, resolves the problem of bad credit for debtors, especially in MSMEs that are on the blacklist, as an effort to resolve bad credit and recover on behalf of the blacklisted debtors. Then it becomes a consideration as to what kind of settlement will be implemented so that the resolution of bad credit for MSMEs can be structured. Based on this, what is different from previous research is knowing and analyzing the policies of Bank Rakyat Indonesia, especially in the Gondosari Kudus Unit regarding the settlement of blacklisted MSMEs with bad debts and the implementation of policies for resolving bad debts of blacklisted MSMEs.

Based on what the author has explained above, the focus of the problem that the author will analyze is pImplementation of policies for resolving bad credit for MSMEs that are blacklisted and how the policy of the Indonesian People's Bank, Gondosari Kudus Unit regarding resolving bad loans of blacklisted MSME debtors.

2. METHOD

The research method used in this research is empirical research. The approach in this research is empirical juridical which attempts to link applicable legal norms with the realities that exist in society. Research in the form of empirical studies seeks to discover the process by which law works. (Soekanto, 1984)

The source of legal material in this research is to use primary data obtained directly from the public through interviews, namely obtaining information by asking directly to authorized sources to provide answers regarding bank policies in resolving blacklisted bad loans at the Gondosari unit of the Indonesian People's Bank. Kudus on October 26 2023. Apart from that, secondary data was also used which came from library materials, namely journals and books as well as regulations related to law.(Subayo, 2006)The analysis technique used is descriptive analysis which aims to provide a clear, systematic and comprehensive picture of everything related to problem solving according to the title. The theory used in this research is the theory of legal protection and balance of interests

3. FINDINGS AND DISCUSSION

3.1. Policy of Bank Rakyat Indonesia Gondosari Kudus Unit Regarding Settlement of Bad Credit for MSME Debtors Who Are Blacklisted

Bad credit is one of the problems in banking companies. Currently, banking institutions in the process of providing credit facilities mostly use private credit agreements which are then legalized and registered by a notary. Based on the provisions of Article 1338 paragraph (1) of the Civil Code (hereinafter referred to as the Civil Code), which states that agreements made legally apply as law for the parties who make them. Therefore, the rights and obligations that appear in the agreement must be implemented by the debtor and creditor. However, along the way, many things often happen that make the debtor unable to make credit payments, so that payments are in arrears and become bad credit. Bad credit is credit that is classified as non-current payments made by the debtor in question.

This also happened at the BRI Gondosari Kudus Unit where there was a problem, namely that many customers who had businesses in the form of Micro, Small and Medium Enterprises (MSMEs) experienced delays in payments, causing bad credit. The bad credit that occurred at MSME customers of BRI Gondosari Kudus caused customers to be blacklisted, namely credit that was in arrears in principal payments and interest payments exceeding 270 days from the due date. Apart from having an impact on BRI Gondosari Kudus, this also has an impact on the customers themselves, where customers who are blacklisted mean that the customer is considered a customer who has a bad track record, making it possible that they will not be able to apply for other credit. The bad credit that occurred at BRI Gondosari Kudus could occur due to several reasons, where these results show that the business experienced by the interviewee experienced financial difficulties due to the factor of the insufficient number of buyers for the pempek business because pempek food was not liked by the people in Gondosari Kudus. Furthermore, minimarket entrepreneurs from other sources who have a trading business of buying and selling goods experience quite tight competition with other modern minimarkets that already have big names so they have difficulty selling goods and products that have

been purchased become dead stock which has piled up in the warehouse and cannot be sold because it has expired. .

Bad credit needs to be resolved with good resolution. To reduce losses and maintain customer trust in the bank, bad credit settlement must be carried out appropriately and efficiently. To resolve BRI Bank's bad credit, debtors can choose several steps to take. All these options can be adapted to different types of banks, so the mechanisms for resolving bad debts are also different. The results of interviews with the Head of the BRI Gondosari Kudus Unit showed that BRI Gondosari Kudus has a policy of giving customers 180 to 270 days to make principal and interest installment payments. If a customer cannot pay the principal and interest installments within 270 days, the customer's status is in bad credit. BRI Gondosari Kudus gives priority to customers who have bank loans in the form of People's Business Credit (KUR) with an amount under IDR 500 million to get a 100% interest-free policy, so customers only need to make principal installment payments.

BRI Gondosari Kudus Unit has several stages of resolving bad credit that can be carried out by customers. These stages include voluntary settlement, mandatory settlement, settlement through the Bank Indonesia Dispute Resolution Agency (BPSK), and settlement through court. The first stage, voluntary settlement, is a top priority step for banks along the Belt and Road to resolve bad loans. At this stage the customer must complete it voluntarily by applying for restructuring or extending the credit term. Customers can submit a restructuring request by attaching the required documents such as proof of income, financial reports and other related documents. Handling with voluntary settlement is the handling of bad credit which is prioritized by BRI Gondosari Kudus by implementing the 3R principle (rescheduling, reconditioning, restructuring). The application of the 3R principle is carried out in an effort to save bad credit by taking into account all the risks that will be faced by the Bank itself. In accordance with the meaning of good credit, it is credit that is growing, healthy and profitable. This must be upheld by each AO in carrying out its duties.(Rifanti, 2019). The implementation of procedures for handling bad credit using the 3R principles at BRI Gondosari Kudus is as follows:

a. Rescheduling (rescheduling)

Rescheduling is an attempt to make changes to several credit agreement terms relating to the repayment schedule/credit period including the grace period, including changes to the installment amount.(Zakiyah, 2021)If necessary with additional credit.

- 1) Visiting debtors who are in trouble as a family.
- 2) Collecting deposit arrears
- 3) Provides the opportunity to determine the payment time according to the debtor's capabilities with a time limit of 3-7 days.

Rescheduling carried out if the debtor is unable to pay off the credit installments that are due, but from the evaluation results the bank knows that the prospect of the debtor's financial condition in the future is not worrying. The time for extending the due date in rescheduling credit repayment should not be too long. This is because extending the credit repayment due date for too long can reduce the level of seriousness in handling problem loans.

b. Requirements for return (reconditioning)

Reconditioning is the bank's attempt to save the credit it provides by changing some or all of the conditions (requirements) that were originally agreed upon with the debtor and the bank which are then stated in the credit agreement. (Rusydah Bariroh, 2022) These changes are not limited to changes in the installment schedule and/or credit period, but the credit changes are without providing additional credit or without converting all or part of the credit into company equity.

- 1) Extending the repayment period with the condition that interest arrears are added to the credit principal.
- 2) Interest collection at the end of repayment.

The forms of reconditioning can be:

- 1) Changes in interest rates
- 2) Changes in the procedure for calculating interest
- 3) Providing relief from interest arrears
- 4) Providing fine relief
- 5) Providing fee/fee relief
- 6) Changes in the capital structure of customer companies
- 7) The bank participates in customer capital

c. Restructuring

Credit restructuring is an effort made by banks in credit business activities so that debtors can fulfill their obligations. (Pritama, 2023) This restructuring can take the form of reducing credit interest rates, reducing credit interest arrears, reducing credit principal arrears, extending credit terms, adding credit facilities, taking debtor assets based on applicable regulations and conserving credit as a temporary capital investment in the debtor company. The restructuring procedures at the BRI Gondosari Kudus Unit are:

- 1) Issuance of summons to debtors who have defaulted in more than 3 installments.
- 2) Giving a warning letter, if the debtor does not heed the summons.
- 3) Allowance for Debt from the balance sheet.
- 4) Auction of assets that serve as collateral when the debtor applies for credit.

The procedures carried out in the restructuring procedure according to the interview results are carried out in stages, namely:(H. Agus Raharjo, 2023)

- 1) Granting a Summons Letter
- 2) Giving a Warning Letter
- 3) Allowance for Accounts Receivable
- 4) Asset Auction

These results confirm that BRI Bank's restructuring procedures (SOP) were implemented appropriately by BRI Gondosari Kudus. The procedure for implementing gradual restructuring carried out by Bank BRI Gondosari Kudus is to give debtors the opportunity to resolve their bad debts before the Asset Auction occurs in the second stage. The second stage, forced settlement, is carried out if the customer cannot make a voluntary settlement. At this stage, BRI Bank will take collective action such as confiscating collateral or auctioning customer assets. BRI Bank can also sell collateral if customers cannot pay credit within the specified time period.

The third stage, settlement through the Bank Indonesia Dispute Resolution Agency (BPSK), is the stage of resolving bad credit which is carried out through a dispute resolution institution. Customers can submit a request for settlement through BPSK if they feel that BRI Bank's actions are unfair or not in accordance with the agreed agreement. The fourth stage, settlement through court, is the stage of resolving bad credit which is carried out through legal channels. Customers can file a lawsuit in court if they feel that BRI Bank's actions are unfair or legally detrimental to customers.

A credit agreement is an agreement between the bank as creditor and the customer as debtor. This agreement was made based on an agreement based on Article 1338 of the Civil Code. This agreement becomes problematic when the debtor experiences problems in paying credit installments resulting in bad credit. Article 1238 of the Civil Code regulates the system for determining debtors in breach of contract (default).

According to the provisions of Article 1313 of the Civil Code, an agreement is an act by which one or more people bind themselves to one or more other people. The conditions for the validity of an agreement according to Article 1320 of the Civil Code are:

1. They agreed to bind themselves.
2. The ability to create an engagement.
3. A certain thing.
4. A legitimate cause.

Two the first condition can be called a subjective condition because it concerns the person or subject entering into the contract. Meanwhile, the last two conditions are called objective conditions because they relate to the contract itself or the subject of the dispute. According to Svekto, an agreement is an

event where someone makes a promise to another person, or two people promise to do something to each other. This event created a relationship called an alliance between the two

(Subekti, 2005) According to another legal expert, namely Mariam Darus Badruzaman, an agreement is a legal relationship regarding property between two parties, in which one party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of that promise. (Badruzaman, 1992)

The credit agreement is a derivative of the debt-receivable agreement, while the debt-receivable agreement is a derivative of the loan and borrowing agreement regulated in Chapter XIII Article 1754 to Article 1769 of the Civil Code. Credit is the distribution of funds in the form of loans given to borrowers with the principle of trust and then the borrower is obliged to return the loan and interest to the lender according to the time, amount or other things that have been mutually agreed upon.

In credit, it cannot be separated from the risks that will occur, namely problematic credit. Problematic credit is a situation where debtors, whether individuals or companies, are unable to pay bank credit on time. In the banking world, problem loans are better known as Non-Performing Loans. This term may sound foreign to ordinary people, but it is very important for banks to protect their Non-Performing Loans. This is because Non-Performing Loans are an indicator in assessing the performance of a bank. If Non-Performing Loans are low, then the bank is considered healthy. If Non-Performing Loans are high, then the risk borne by the bank is also high. (Kashmere, 2017) The assessment of credit classification, whether non-problematic or problematic, is carried out quantitatively or qualitatively, where the quantitative assessment is seen from the debtor's ability to make credit installment payments, both loan principal installments and/or interest, while the qualitative assessment can be seen from the prospects. business and financial condition of the debtor. (Sutojo, 1995)

If credit problems arise, the bank must resolve the credit. Settlement of problem loans is all administrative actions carried out by banks as creditors to help or save problem loans so that credit can be continued, one of which is credit restructuring. Credit restructuring is an effort made by the Bank to increase credit activities for debtors who experience difficulties in carrying out their obligations. Banks do this work with the aim of reducing non-performing loans. However, not all problem loans can be helped by restructuring. (Suradi, 2012)

Credit restructuring is an improvement effort carried out by banks in credit activities for debtors who have difficulty fulfilling their obligations. (Sihotang, 2019). Apart from that, credit restructuring or rescheduling has other meanings, namely changing credit terms which involve additional bank funds, changing part/all of the interest arrears into new credit principal, or changing part/all of the credit into bank investment or receiving additional investment from partners. other. From a development perspective, small, medium and micro businesses are the largest business groups. Apart from that, this

group has proven to be resistant to various economic crises. Therefore, it is very necessary to strengthen small, medium and micro business groups that involve many groups. Problematic credit (bad credit) is a situation where a customer is unable to pay part or all of his debt to the bank as promised. Problematic credit according to Bank Indonesia regulations is credit that is classified as Substandard (KL), Doubtful (D) and Loss. (M). (Suhaimi, 2021) Meanwhile, the assessment or classification of a credit into a certain level of credit collectibility is based on quantitative and qualitative criteria. (Soeparmono, 2005)

Based on Article 55 paragraph (1) PBI No. 14/15/PBI/2012 concerning Assessment of Commercial Bank Asset Quality, banks are required to have written policies and procedures regarding restructuring. This shows that restructuring regulations must be formulated and standardized in the form of banking laws and regulations, so that detrimental obstacles do not arise such as clashes of opinion and misunderstandings between debtors and creditors during the implementation of restructuring. Policies regarding reorganization must also be approved by the Supervisory Board and, at least in accordance with Article 55(2) and (3), by the Board of Directors. The Supervisory Board is obliged to actively monitor the implementation of credit restructuring policies and the established policies and procedures are an inseparable part of the bank's risk management policy as regulated in applicable Bank Indonesia regulations.

The policy of BRI Gondosari Kudus is to give customers up to 280 days to make principal and interest installment payments. If a customer cannot pay the principal and interest installments within 280 days, the customer's status is in bad credit. BRI Gondosari Kudus gives priority to customers who have bank loans in the form of People's Business Credit (KUR) with an amount under IDR 500 million to get a 100% interest-free policy, so customers only need to make principal installment payments.

3.2. Implementation of Policies on Resolving Bad Credit for Blacklisted MSMEs

Bad creditor in sharia banking terms, it can be called Non-Performing Financing (NPF), which is a risk faced when the rate of return on funds that have been distributed experiences obstacles. These obstacles are due to a decrease in debtor performance and capacity in fulfilling credit or financing payment obligations. The credit restructuring/relaxation policy is one of the solutions taken by the bank so that debtor customers can continue to pay/fulfill its obligations, and the bank as the affected creditor also continues to obtain its rights. However, when a customer has gone through restructuring and is still unable to pay according to the agreement, the next stage can be carried out by BRI Gondosari Kudus.

The second stage, forced settlement, is carried out if the customer cannot make a voluntary settlement. At this stage, BRI Bank will take collective action such as confiscating collateral or auctioning customer assets. BRI Bank can also sell collateral if customers cannot pay credit within the specified time period. Selling customers' personal assets or borrowing funds from relatives and friends are ways that BRI Gondosari Kudus customers can make payments.

Based on the results of interviews with sources from both BRI Gondosari Kudus, represented by the Unit Head and from two BRI Gondosari Kudus customers, the results showed that the implementation of the policy on resolving bad credit for MSMEs that were blacklisted was carried out by BRI Gondosari Kudus customers selling their personal assets, such as private vehicles or land. Apart from that, customers also borrow funds from relatives and friends to be able to pay off their bad credit at BRI Gondosari Kudus.

The third stage after the second stage cannot be carried out by the customer is to carry out a settlement through the Bank Indonesia Dispute Resolution Agency (BPSK). This stage is the stage of resolving bad credit which is carried out through a dispute resolution institution. Customers can submit a request for settlement through BPSK if they feel that BRI Bank's actions are unfair or not in accordance with the agreed agreement. The fourth or final stage is settlement through court. Settlement through court is the stage of resolving bad credit which is carried out through legal channels. Customers can file a lawsuit in court if they feel that BRI Bank's actions are unfair or legally detrimental to customers.

The implementation of the policy for resolving bad credit for blacklisted MSMEs is that Bank BRI will take collective action such as confiscating collateral or auctioning customer assets. BRI Bank can also sell collateral if customers cannot pay credit within the specified time period. This was confirmed by Bank BRI Gondosari Kudus, represented by the Unit Head and two BRI Gondosari Kudus customers. The results showed that the implementation of the policy on resolving bad credit for MSMEs that were blacklisted was carried out by BRI Gondosari Kudus customers selling their personal assets such as private vehicles and land. Apart from that, customers also borrow funds from relatives and friends to be able to pay off their bad credit at BRI Gondosari Kudus.

4. CONCLUSION

Implementation of the policy for resolving bad credit through stages from the bank. The first stage involves submitting a restructuring of the credit agreement by the customer to the bank. It is hoped that the first stage will be able to resolve bad debts voluntarily in order to be able to pay the arrears. Then the second stage, if in the first stage the customer cannot do it voluntarily, then the bank will use coercion by carrying out collective actions such as confiscating collateral or auctioning customer assets. The third stage after the second stage cannot be carried out by the customer is to carry out a settlement through the Bank Indonesia Dispute Resolution Agency (BPSK). This stage is the stage of resolving bad credit which is carried out through a dispute resolution institution. Customers can submit a request for settlement through BPSK if they feel that BRI Bank's actions are unfair or not in accordance with the agreed agreement. The fourth or final stage is settlement through court. Settlement through court is the stage of resolving bad credit which is carried out through legal channels.

In providing policies, it needs to be emphasized that the agreement can reflect the theory of legal protection and the balance of interests between MSME actors who borrow capital and banks that provide loans. Legal protection for each party is very important in a credit agreement as the principle of the agreement has principles, one of which is the principle of legal certainty. Providing relief has the impact of resolving bad credit and blacklisted bad credit fairly and can balance the interests of each party with the aim of achieving the achievement of a credit agreement. From various stages in resolving bad credit, especially bad credit blacklisted by MSME players. It should be noted that a credit agreement is an agreement agreed upon by those who make it. Requires those who make them to maximize their achievements, especially MSME players, to be able to resolve bad credit problems voluntarily. If the first stage is to carry out restructuring voluntarily and complete the credit, the MSME player can get back on his feet by applying for another credit to make his business even better.

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