



Settlement of Problem Loans with Cessie Guarantee at Bank Jateng

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ABSTRACT

This research aims to determine the mechanism for resolving problem loans by binding collateral in the form of cession at Bank Jateng, as well as a guarantee binding scheme in the form of cession in the government project credit agreement at Bank Jateng. This research is only limited to examining the implementation of projects funded by the government which are tied to guarantees cession.

This research uses empirical legal research methods, and is descriptive in nature. The types of data used include primary data and secondary data. The data collection techniques used in collecting data in this research were interviews and document study in the form of statutory regulations, books, documents relevant to the research. The data analysis technique uses qualitative data analysis.

The presence of the Covid-19 pandemic as a global outbreak has had an impact on economic activity. This is characterized by the stagnation of various business sectors, especially in terms of implementing government project credit. Of course, this condition causes disruption to banking operational activities, especially in terms of the risk of problematic credit with cessie collateral. Instability and the high number of non-performing loans during the pandemic have created major problems. Responding to these conditions, this article provides an analysis regarding the resolution of problem loans in terms of the concept of implementing government projects tied to a cessie guarantee scheme and referring to OJK regulations regarding restructuring. Settlement of problem loans can be resolved through the restructuring implementation scheme and the concession itself. The collateral separation binding scheme in the government project credit agreement itself can be carried out in 3 (three) ways, namely through (1) prior notification, approval and acknowledgment of the full transfer of receivables to the debtor; (2) hand over the agreement in the form of an authentic deed, and (3) hand over the guarantee directly to the Bank.

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INTRODUCTION

The Indonesian economy cannot be separated from the collaborative role between the government, banks and business actors. It is hoped that collaboration between these parties can be a stimulus for the realization of increased growth and equitable development in each region. One form of collaboration

between these parties is in the development of government projects. The manifestation of government project development can be seen from physical development and the provision of goods or services. For example, work packages for patient food and drink (dry) for Regional General Hospitals, procurement of grain for regional government reserve warehouses, toll road financing, provision of food and drink for basic training for Civil Servant Candidates (CPNS), and so on.

The key to the success of the government's project development is the involvement of the private sector, namely business actors. However, business actors need support from the government, one of which is through funding or credit facilities. Credit facilities to fund government projects in Bank Jateng or other banking institutions are called project credit. Based on Bank Jateng's Internal Regulations, it states that project credit is a working capital credit facility provided to job recipients engaged in physical development and the provision of goods and services (Chandra et al., 2023; Iskanto et al., 2020; Puteri, 2023; Soesetio, 2023).

However, the presence of a pandemic covid-19 in Indonesia has had a huge impact on various sectors including the economic sector, health, so that this impact has had an impact on the implementation of several policies such as the policy for Implementing Restrictions on Community Activities (PPKM), budget reallocation policy, policy refocusing activities, and other policies that focus on accelerating the handling of the Covid-19 pandemic. The impact is felt in none other than the banking sector itself where, as a result of the issuance of this policy, business actors carrying out government project activities will experience the possibility of defaulting on their obligations to the bank and credit problems will become problematic. This is due to project implementation (Agaba & Christine, 2023; Chandra et al., 2023; Iskanto & Yapentra, 2018; Kamaruddin et al., 2022; Samsul et al., 2022).

Based on data recorded for the last 3 (three) years, the recorded non-performing loan ratio at Bank Jateng in 2019 was 2.98%, and this percentage increased in the following year, namely 2020, amounting to 3.52%. Meanwhile, in 2021 the non-performing loan ratio experienced a less significant decline, namely only 3.17%. On the one hand, the Financial Services Authority (OJK) has set a maximum authority limit of 5%. This shows that the percentage figure for the last 3 (three) years is still quite high and close to the maximum authority limit set by the OJK. Therefore, further research is needed regarding cessie binding scheme for non-performing loans in terms of implementing government projects which refers to the Financial Services Authority Regulation (POJK), namely POJK Number 48/POJK.03/2020 concerning amendments to POJK Number 11/POJK.03/2020 on national economic stimulus as a countercyclical policy on the impact of Coronavirus Disease 2019 and is linked to Bank Jateng's Internal Regulations.

METHOD

This article is empirical legal research. Basically, what is researched is secondary data, which is then continued with primary data research in the field. This means that this empirical research is based on existing facts in society in order to observe existing social phenomena and be able to analyze them to find solutions to the problems that arise in these social phenomena. In obtaining the required data, the author processed primary data through direct interviews with the relevant banks, while secondary data was obtained from information or knowledge obtained indirectly. This data is taken from, among other

things, official documents, books, journals, regulations, and research results in the form of reports or other literature that is closely related to the matter to be researched. The nature of this legal research is descriptive research which aims to obtain a complete picture or as accurate data as possible about humans and other conditions or symptoms in order to test certain hypotheses (Soerjono Soekanto, 2014: 9). Statute approach This is complemented by information from the relevant sources, namely Bank Jateng staff/employees. The completeness of data from information from these sources can make it easier for the author to find an understanding of the problems that occur, especially in resolving non-performing loans in terms of implementing government projects that are tied to collateral in the form of cessies at Bank Jateng, and at the same time can also find out the regulations governing this issue. The case discussed in this research is about the mechanism for resolving non-performing loans in the event that the implementation of a government project is tied to collateral in the form of a cessie. This technique for collecting legal materials is carried out by analyzing, reviewing and reading legal materials (primary and secondary) based on the approach used while remaining within the boundaries of the discussion topic being researched.

RESULT AND DISCUSSION

Settlement of Problem Loans with Cessie Guarantee at Bank Jateng. In generally, problematic credit is credit that experiences arrears in interest and principal installments due to various reasons, causing the credit to fall into the category of substandard, doubtful (doubtful) and bad credit (Hendy Herianto, 2013:30). Fulfillment of debtors' obligations to banks regarding credit distribution is often late or not in accordance with the initial agreement made at the beginning of credit distribution. The application of problem loans by banks is based on criteria and indicators of debtor cooperation in resolving (paying off) loans. In detail, the criteria for non-performing loans, includes:

1. The debtor is not cooperative in resolving his credit, for example he never responds to the bank's warnings, both verbal and written, is difficult to find, does not want to answer the bank's summons, does not want to provide complete and correct information to the bank and so on.
2. Debtors do not have good faith to settle their credit, such as not being serious about settling their obligations, not fulfilling commitments that have been made before, often breaking promises to the bank and so on.
3. There are serious internal debtor/business problems that may disrupt the credit rescue process, for example the company's management and organization experience changes that disrupt the smooth running of the business, there are disputes between management or shareholders, there are internal conflicts with workers/employees.
4. There is a decrease in capacity/business income/credit payment sources, which can result in a decrease in the debtor's ability to fulfill credit obligations.
5. There is a possibility that the bank's right to control the credit guarantee will be lost because the credit guarantee is transferred/sold/leased without the bank's knowledge.
6. The business or activity being financed has stopped/closed/bankrupt due to losing competition, mismanagement including factors such as government policies, economic crisis, court decisions, AMDAL violations, natural disasters, disease pandemics and so on.
7. There are irregularities in the granting and/or use of credit based on the results of auditors' examinations (internal and/or external), which can result in protracted credit settlement.

Meanwhile, indicators of debtor cooperation in resolving (paying off) are based on 2 (two) factors, namely; Willingness factors include the ease of contacting/meeting the debtor, the debtor's commitment

to completing the credit, and the debtor's openness in providing information; and Capacity factors include business continuity, availability of payment sources, availability of credit guarantees and/or potential for asset withdrawals, and the strength of binding credit guarantees.

Therefore, credit settlement is one of the bank's efforts to recover problem loans through a certain mechanism based on credit settlement criteria and the results of the assessment of the debtor cooperation indicators above to settle (pay off) the credit. Based on the results of research through previous interviews, it was found that banks first implemented a mechanism for rescuing non-performing loans in terms of the concept of implementing government projects that were tied to collateral in the form of a cession. The restructuring implementation scheme is a mechanism to rescue problem loans. The schemes implemented include: reducing interest rates, extending credit terms, postponing principal payments, postponing interest payments. The restructuring implementation scheme can be implemented if the basic addendum has been approved Credit agreements in implementing government project credit are divided into 2 (two), namely first, there is approval from the government that the project is extended beyond the relevant budget. Second, it has been budgeted for in the following year's government budget.

Table 1. Restructuring of Bank Jateng

Year	2020	2021
Total Debit	16.480	12.132
Total Out Standing	Rp.5,22 Trillium	Rp.4,22 Trillium

Source: Annual Report Bank Jateng

It is recorded that credit restructuring data that is still ongoing from the year above shows that 90% of customers were successfully restructured at Bank Jateng and only 5% failed to save their credit through the credit restructuring scheme at Bank Jateng.

Therefore, if credit rescue through a restructuring scheme was not successful, the bank implemented a mechanism Settlement of credit in the case of implementing government projects by cession binding, namely the transfer of collection rights to the government. Execution of cession guarantees on bills based on calculations from the results of disbursement through collection of the concessioned receivables. Binding execution cession namely by billing the local government for the project in question based on local customs. This was done by cutting Regional Budget funds that came in through Bank Jateng. Basically, these funds are used to organize the implementation of disbursed regional projects or are given through the respective regional banks where the regional projects are implemented. The aim is to cover the shortfall in the debtor's credit account with problems related to the project in question.

Implementation of binding cession done by the bank based on the agreement cession which has been agreed upon by the debtor and known to the local government. The results of the calculation of the collection of the concessioned receivables must be able to pay off all debts according to the length of time the agreement ends, namely after the end of the loan period. If after being used to pay off the debt obligation there is still an excess/residual, then the remaining difference must be returned. On the other hand, if the results of collecting the receivables are not met or are insufficient to pay off the debt, the cession provider is still bound to pay in full the remaining debt that still has to be paid to the bank. This

disbursement of claim rights can be carried out without prior notification from the cession provider, because this has been agreed upon in the agreement cession when the debtor is in default then the bank has the right to exercise its rights and obligations.

However, the problem is solved by binding session in Bank Jateng, the regional government can postpone payments for collections made by the bank, because the government does not participate in signing the legal relationship between business actors (debtors) and the bank. The basic concept of billing can only be carried out if the work ordered in the SPK has been completed and proven by proof of the handover report.

Based on the research results, Bank Jateng implements the scheme for binding collateral in the form of a cessie in the project credit agreement, which includes:

Notification, approval and acknowledgment of the existence of cessie receivables to debtors.

Cessie guarantee notification in the Credit Approval Notification Letter (SP2K). This SP2K is signed and submitted to the bank before the credit agreement and agreement are signed cession. This indicates that the SP2K has been agreed and approved by both parties, so With this being the case, the debtor knows and agrees to be bound by binding the right to collect on his receivables on a cessie basis. Making a Cessie Agreement in the form of an authentic deed

Bank Jateng, as the party receiving the binding (transfer) of the receivable collection rights, stipulates that the cessie agreement deed that is drawn up must be in the form of an authentic deed. The deed must be made, read and signed by an authorized official (notary) with the aim of: written legal means that are binding for the parties in implementing the agreement cessie.

Submission of guarantee as a cession to the Bank. Submission of collateral in the form of tangible objects, namely the original Work Order (SPK). In the process of binding collateral in the form of a cessie, the original SPK must be submitted and guaranteed to Bank Jateng, even though in the legal context what is bound and used as collateral is the receivables, because basically receivables are intangible objects.

CONCLUSION

In resolving non-performing loans in terms of project implementation, the government can implement a restructuring implementation scheme if the basic addendum has been approved. The basic addendum to the credit agreement in implementing government project credit is divided into 2 (two), namely first, there is approval from the Government. government that the project exceeded the relevant budget. Second, it has been budgeted for in the following year's government budget. Cessie binding is the transfer of collection rights to the government based on the contract value in the SPK. The guarantee binding scheme in the form of a cessie in the project credit agreement at Bank Jateng, includes: (1) Notification, approval and acknowledgment of the existence of cessie receivables to debtors, (2) Making a Cessie Agreement in the form of an authentic deed (notary), (3) Submission of guarantee as a cession to the Bank.

Provide recommendations to the government yThis is related to the form of the binding scheme session can run optimally if the government is involved in the process of legal relations between debtors' debts and banks. Therefore, I recommend that the government be involved in signing the deed of agreement cession. In this way, the project credit settlement process is tied to collateral cession This can run well, subject to appropriate billing procedures.

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