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The validity of the Decree of Members of the Regional House of Representatives (DPRD) as a Credit Guarantee for the Bank Jatim

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ABSTRACT
Loans are one of the main functions of banks in their operations by asking for the surrender of collateral, problems arise if the decree of appointment of DPRD cannot be qualified as a collateral object. Then the bank must base Article 1b and 1c of the Decree of the Board of Directors of Bank Indonesia N 23/69 / KEP / DIR on February 28, 1991, concerning Credit Provision Guarantees stated that the bank's trust in the debtor's ability to repay the loan in accordance with what was promised. Article 3 The decree stipulates that guarantees can be in the form of goods, projects or claim rights financed with credit, and other items, securities or risk guarantees added as additional collateral. 2) Legal Position of Appointment of DPRD Member Decree Credit agreement at Bank Jatim is a binding guarantee (only as an authentic document that must be fulfilled), which arises because of the underlying agreement.

Keywords: Decree, Credit Guarantee, Bank

1. INTRODUCTION

Summa Theologiae (1265-1274), explains "Aquinas characterizes the commune Bonum as justice and peace of a well-ordered government especially referring to the preservation of certain forms of equality or proper relations among the people.[1] Peace is the right arrangement and there are no disputes and disputes. Justice and peace are thus the conditions of the political community considered as a whole; a just and well-ordered community is the unity of order which is in good condition through politics,[2] and the politics referred to are practical politics from the perspective of Indonesia is the general election.

Direct General Election or People's Party requires high costs is an excess and not the main problem indirect elections[3]. At present many legislative members depart from entrepreneurs who have access to capital,[4] and the problem of high costs in politics so far there has been no research results that suggest otherwise.[5] High costs can be reduced if the mechanism of direct democracy is

[1]Dedeh Maryani and Ruth Roselin E. Nainggolan. *Pemberdayaan Masyarakat*. Deepublish, Yogyakarta: 2019, hal. 11
[2]George Duke. *Loc.Cit*, hal. 88
[3]Miftah Thoha. *Ilmu administrasi publik kontemporer*. Kencana, Jakarta: 2017, hal. 120
[4]Syamsuddin Haris. *Pemilu langsung di tengah oligarki partai: proses nominasi dan seleksi calon legislatif Pemilu 2004*. Gramedia Pustaka Utama, Jakarta: 2005, hal. 233
[5]Miftah Thoha. *Loc. Cit*, hal. 120

implemented more modern with sophisticated information technology.[6] There is no political effort cost economical unless political institutions change systems and attitudes that only require low or no cost or prospective political officials are people with money at their own expense without expecting the disbursement of the state budget.[7]

Money has become an important factor in politics. politics developed into a large industry. Politics and political campaigns both for electing presidents, regional heads or legislators become increasingly expensive. Money is used to help facilitate and strengthen the political messages of candidates to voters. Money is also used to identify voters and target them for mobilization[8].

Law of the Republic of Indonesia Number 2 of 2008 jo. Law of the Republic of Indonesia Number 2 of 2011 concerning Political Parties described in Election Commission Regulation (PKPU) No. 1/2013 Legislative Member Election Campaign Every election participant must have a special election participant account registered with the General Election Commission (KPU). But in practice, candidates for legislative members (DPR) also finance their own campaign activities[9], therefore legislative candidates do not rule out the possibility to access funding from banks or others or after obtaining a decree, continue to access banking funds.

The Law of the Republic of Indonesia Number: 14 of 1967 concerning banking principles in article 24 paragraph (1) states that the Bank does not give credit without collateral to anyone. the value and legality of the guarantee are legally bound, both in the form of a deed under the hand and an authentic deed must be sufficient to guarantee the credit facilities received.[10] Article 1 paragraph 2 of the Law of the Republic of Indonesia Number 10 of 1998 concerning Banking (Yustianti & Roesli, 2018): states that a bank is a business entity that collects funds from the public in the form of deposits and distributes to the public in the form of credit and/or other forms in order to improve people's lives Lots.

Based on this formulation, credit is a form of bank business activities in the context of channeling funds to the public.[1112] The primary function of banks as provided by Article 3 of the Banking Law is to collect and lend community funds including credit[13] based on trust between

[6]Muhammad Aqil Irham. *Demokrasi Muka Dua*. Kepustakaan Populer Gramedia, Jakarta, 2016, hal. 181
[7]Miftah Thoha. *Loc. Cit*, hal. 120
[8]Rusthamrin Haris Akuba. *Presiden Buatan Manusia: Memenangkan Pemilihan Presiden, Pemilihan Legislatif dan Pemilihan Kepala Daerah dengan Pemasaran Politik*. Deepublish, Yogyakarta, 2015.
[9]Rooseno, SH, M. HUM. *"Penelitian Hukum tentang Akuntabilitas Pendanaan Partai Politik dalam Undang-Undang Nomor 2 Tahun 2011."* Badan Pembinaan Hukum Nasional Kementerian HUKUM dan HAM RI, Jakarta, 2014, hal. 49
[10]Thomas Suyatno. *Dasar-dasar perkreditan*. Gramedia Pustaka Utama, Jakarta, 1988, hal. 88
[11]Bustari Muktar. *Bank dan Lembaga Keuangan Lain*. Prenada Media, Jakarta, 2016, hal. 80
[12]Imamul A & Gina HW. *Membuka Cakrawala Ekonomi*. PT. Setia Purna Inves. Bandung. 2007, hal. 151
[13]M. Bahsan, *Hukum Jaminan dan Jaminan Kredit- Perbankan Indonesia*, Rajawali Pers, Jakarta: 2007, hal. 4

providers of financial services (creditors) with service users (debtors) to sell or buy goods or pay loans on non-cash payments or deferred and paid in installments which then bring in credit for creditors and debts for debtors.[14] Lending and borrowing requires the surrender of debt guarantees by the borrower to the general lender [15] called a credit guarantee (collateral)[16].

The term legal guarantee is a translation of the terms security of law, *zekerheid-stellling* or *zekerheidsrechten*. In the Big Indonesian Dictionary, it does not distinguish between the notions of collateral or collateral, which both have the meaning of "dependents". But in Law No. 14 of 1967 and Law No. 10 of 1998 distinguishes the understanding of the two terms. Where in Law No. 14 of 1967 more likely to use the term "guarantee" rather than collateral.[17]

Guarantee perspective of the Decree of the Board of Managing Directors of Bank Indonesia Number 23/69 / KEP / DIR dated February 28, 1991, namely a creditor's confidence, the bank's debtor's ability to repay loans as promised. The law guarantees material rights contain material rights (real right), while individual guarantees contain the principle of personal (personal right). Guarantees are individual, or third party guarantees in the form of insurance (borgtocht). Borgtocht is regulated in B.W. book III Chapter XVII articles 1820 to 1850.[18]

Djumhana further specified two forms of guarantee, as follows:[19]

1) Material Guarantee (material), is this material guarantee relating to mortgages, mortgages, liabilities and fiduciary guarantees.
2) Guarantee immaterial (individual), is related to the guarantor (borg), the responsibility and the guarantee agreement.

"The importance of guarantees in a bank loan agreement is as one means of legal protection for bank security in overcoming risks, so that there is a legal certainty that the debtor customer will repay his loan. The concept of a guarantee law is the existence of a legal relationship between the debtor and the creditor in a loan agreement as a principal agreement and the existence of an object guarantee as an access agreement (additional agreement). In the legislation, the word guarantee is contained in Article 1131 of the Civil Code and Article 1132 of the Civil Code, and in the explanation of Article 8 of Law Number 7 of 1992 and Law Number 10 of 1998 ".[20]

[14]YLBHI, Panduan Bantuan Hukum di Indonesia, 75. Yayasan Obor Indonesia, Jakarta: 2014, hal. 88-89.
[15]Gregoryo Terok. Fungsi Jaminan dalam Pemberian Kredit. *Lex Privatum 1*, no. 5 2013, hal. 5
[16]*Ibid*, hal. 6
[17]Jonaedi Efendi, Ismu Gunadi Widodo, and Fifit Fitri Lutfianingsih. *Kamus istilah hukum populer: meliputi hukum perdata, hukum pidana, hukum administrasi & hukum tata negara, serta hukum internasional dilengkapi penjelasan dan dasar hukum.* Prenadamedia Group, Jakarta: 2016, hal. 41
[18]Sri Mulyani. *Op.Cit*. Hal. 572.
[19]Muhammad Djumhana, *Hukum Perbankan di Indonesia*, PT. Citra Aditya Bakti, Bandung, 2000, hal. 77
[20]Sri Mulyani. *Op.Cit*. Hal. 572.

The bank receives a credit guarantee, considering two criteria[21] first, Marketable means that the guarantee is easy to sell or cashed to pay off debt, second, Secured means that it can be legally bound legally, in accordance with the laws and regulations in Law Number 42 of 1999 concerning Fiduciary Guarantees. In this context the Bank gives credit to the public, both those who have a non-permanent income, for example, entrepreneurs, traders and also gives credit to people who have a steady income, for example, employees, Civil Servants (PNS) including members of the Regional House of Representatives (DPRD).[22]

The bank accepts credit applications for DPRD members by guaranteeing DPRD Decree[23], although not a transferable object (which has a transfer value), but developments in banking practices see the economic side of the letter making it accepted as a credit guarantee, legal problems arise in the future when there are defaults such as the Interim Changes (PAW), death, resigned, dismissed which ended his membership as DPRD.[24] Bank problems arise because of difficulties in executing the DPRD Decree which cannot be executed directly.

On this basis the authors are interested in conducting further research with the title of the study: "The Validity of the Decree of Members of the Regional People's Representative Council (DPRD) as a Credit Guarantee for the Bank of East Java".

The purpose of this article is:

1. Describe and analyze the Decree of Appointment of Members of the Regional House of Representatives as the object of the Bank Jatim Credit guarantee.
2. Describe and analyze the legal position of the Decree on Appointment of Members of the Regional House of Representatives in the implementation of credit agreements at Bank Jatim.

2. RESEARCH METHODS

Type of Research

This research is normative juridical[25] does not contain data and analytic models [26] namely reviewing and analyzing legal materials and legal issues related to the problem under study"[27] by

[21]Irma Devita Purnamasari, *Kiat-Kiat Cerdas, Mudah dan Bijak Memahami Masalah Hukum Jaminan Perbankan*, Kaifa, Bandung, 2011, hal. 19

[22]Ulfia Hasanah, Maryati Bachtiar, and Galuh Dwi Nugroho. Kedudukan Surat Keputusan Pengangkatan Anggota Dewan Perwakilan Rakyat Daerah dalam Pelaksanaan Perjanjian Kredit sebagai Objek Jaminan di Bank Riau. *Jurnal Online Mahasiswa Fakultas Hukum Universitas Riau*, vol. 2, no. 2, Oct. 2015, hal. 4

[23]M. Akbar. Perlindungan Hukum Perjanjian Kredit dengan Jaminan Surat Keputusan Pengangkatan Anggota Dewan Perwakilan Rakyat Daerah Kota Medan (Studi Bank Sumut Pusat). Tesis (tidak dipublikasikan) 2015, hal. 11

[24]Ulfia Hasanah, Maryati Bachtiar, and Galuh Dwi Nugroho. *Op.Cit*, hal. 4

[25]H. Purwosusilo. *Aspek Hukum Pengadaan Barang dan Jasa*. Prenada Media, Jakarta, 2017. hal. 56

[26]Süleyman Uyar. *Contemporary Approaches in Businesses*. Ijopec Publication, Mar 15, 2019. hal. 60

[27]Supianto, *Hukum Jaminan Fidusia: Prinsip Publisitas pada Jaminan Fidusia*. Penerbit Garudhawaca, Jakarta. 2015. hal. 22

examining primary and secondary legal materials or library materials, which are focused on examining the application of the rules or norms in positive law[28]. "The research is trying to solve the problems that arise, while the results to be achieved are in the form of prescriptions about what should be done to overcome these problems. In academic work, the prescription is given in the form of suggestions or recommendations"[29]. From this description it is also included in qualitative research[30]. Qualitative research is research that focuses more on the problem process and meaning/perception, where this research is expected to reveal a variety of qualitative information with careful and meaningful analysis-description, which also does not reject quantitative information in the form of numbers or quantities. In each object the tendencies, thought patterns, irregularities, as well as the appearance of behavior and its integration are seen in genetic case studies[31].

Normative legal research functions to provide juridical arguments when there is emptiness, obscurity and norm conflicts. Furthermore, this means that normative legal research has the role of maintaining critical aspects of legal science as a normative science that is sui generis. Therefore, the theoretical basis used is the theoretical basis found in the level of normative/contemplative legal theory, while empirical legal research uses the theoretical foundation contained in empirical legal theory or theories contained in legal sociology[32].

Problem Approach

Legal research begins by searching for legal materials as a basis for making a legal decision (legal decision making) for concrete legal cases. Legal research is also a scientific activity to provide reflection/assessment of legal decisions that have been made against legal cases that have occurred or will occur. In dynamic modern societies and increasingly complex societal structures, legal decisions are not merely based on normative considerations, but also take into account other non-legal factors[33].

The approach used in normative research will enable a researcher to utilize the findings of empirical law and other sciences for the sake of interest and legal analysis and explanation, without changing the character of law as a normative science[34]. Legal research has several approaches that are used to obtain information from various aspects of the issue being sought for an answer. The

[28]Indra Rahmatullah. *Aset Hak Kekayaan Intelektual Sebagai Jaminan dalam Perbankan*. Deepublish, Yogyakarta, 2015. hal. 23
[29]Supianto. *Op cit*. hal. 22
[30]H. Purwosusilo. *Op cit*. hal. 56
[31]*Ibid*. hal. 56
[32]I. Made Pasek Diantha. *Metodologi penelitian hukum normatif dalam justifikasi teori hukum*. Prenada Media, Jakarta, 2016. hal. 12
[33]Jonaedi Efendi and Johnny Ibrahim. *Metode Penelitian Hukum Normatif dan Empiris*. Jakarta: Prenadamedia Group. 2016. hal. 130
[34]*Ibid*. hal. 130

approach used in legal research is the statute approach, the case approach, the historical approach, the comparative approach, and the conceptual approach.[35]. The approach used in this research is the statute approach. The statute approach is carried out by examining all laws and regulations relating to the legal issues being addressed.

Types of Legal Materials

The data examined in legal science research with empirical aspects are two types of data, namely primary data and secondary data. Primary Data is data sourced from field research that is data obtained directly from the first source in the field, both from respondents and informants[36].

The secondary data is a data sourced from library research that is the data obtained not directly from the first source, but sourced from data that has been documented in the form of Legal Materials[37].

Legal Materials consist of Primary Legal Materials, Secondary Legal Materials, and Tertiary Legal Materials.[383940]:

a. Primary Legal Materials, including:
   1) Basic Rules (1945 Constitution of the Republic of Indonesia);
   2) MPR Stipulation;
   3) Legislation;
      a) Stipulation of the MPR;
      b) Government Act / Regulation in Lieu of Law;
      c) Government Regulations;
      d) Presidential Regulation;
      e) Provincial Regulations; and
      f) District / City Regulations[41].
   4) Unwritten laws such as customary law; and Jurisprudence.

b. Secondary Legal Materials, including:
   1) Draft Law;
   2) Research results;
   3) Opinions of legal experts, legal papers contained in mass media; and
   4) Law books (Text Book), Legal journals.

[35]Peter Mahmud Marzuki. *Penelitian Hukum: Edisi Revisi*. Prenada Media, Jakarta, 2017. hal. 133
[36]I. Made Pasek Diantha. *Op cit*. hal. 192
[37]*Ibid*. hal. 192
[38]Jonaedi Efendi and Johnny Ibrahim. *Op cit*. hal. 173
[39]I. Made Pasek Diantha. *Op cit*. hal. 192
[40]Antonius PS Wibowo. *Penerapan Hukum Pidana Dalam Penanganan Bullying Di Sekolah*. Jakarta: Penerbit Unika Atma Jaya, 2019. hal. 29
[41]Peter Mahmud Marzuki. *Loc Cit*. hal. 138

c. Tertiary Legal Materials, including:

1) Legal Dictionary;

2) Encyclopedia[424344]

Methods of Collection of Legal Materials

In the context of collecting primary legal materials, to facilitate discussion of problems, primary legal materials are arranged or systematically identified by:

1. The gathering is based on the hierarchy of statutory regulations by starting to look for norms at the constitutional level, implementing regulations such as government regulations and local government regulations and others relating to central issues and research issues. Searches like this are often called searches with the snowball system, meaning that they keep rolling from the highest rule to the lowest rule[45].
2. It is important to note whether the rules still apply as positive law or not. This is intended so that researchers do not use rules that are no longer valid, especially in research that uses a statutory approach. If this happens, it will clearly illustrate the negligence or negligence of the researcher and at the same time will be used as a powerful factor to refute the accuracy of the researcher's argument[46].
3. Identification at the level of the law also needs to be sorted out which laws are classified as *lex specialis* or special laws and which are classified as legi generali or general law. Likewise, the division of *lex preori* or old law and *lex posteriori* or new law, *lex superior* or higher law and *lex inferior* or lower legislation governing the same material. This sorting is useful in the future in order to apply the validity of legal adages, in order to ascertain which laws which norms have the force to apply from two laws that have the same material but are in a conflict situation[47].
4. In addition to collecting laws and regulations on central issues, it is also necessary to collect legislation related to the central issue itself. Because of the research's senteral issue concerning "Legal Certainty in the Position of International Treaties which have been Ratified in the National Law Perspective of the Law of the Republic of Indonesia Number 12 of 2011 Regarding the Formation of Legislation", it is also necessary to look for other relevant laws, in addition to the Laws Principal Regarding the Formation of Laws and Regulations.

Secondary Legal Material Collection Namely materials that are closely related to primary legal materials and can help analyze and understand primary legal materials such as books,

[42]Jonaedi Efendi and Johnny Ibrahim. *Op cit*. hal. 173
[43]I. Made Pasek Diantha. *Op Cit*. hal. 192
[44]Antonius PS Wibowo. *OP.Cit*. hal. 29
[45]I. Made Pasek Diantha. *Op cit*. hal. 150
[46]*Ibid*. hal. 150
[47]*Ibid*. hal. 150

research results, scientific journals, legal journals, legal magazines, scientific articles, SEMA, PERMA, and papers seminar results related to research material[48].

Methods of Processing Legal Materials

Primary legal materials and secondary legal materials are processed by sorting materials that have relevance to the issues discussed. Then the materials are selected, analyzed, and grouped according to the sub-sections that are directed to describe the answers to the problems that are the object of this study.[49].

The steps taken include:

a. Legal material inventory;

b. Legal material identification;

c. Systematizing legal materials;

d. Legal material analysis;

c. Design and writing [50].

The series of stages begins with an inventory and identification of relevant sources of legal materials (primary and secondary). The next step is to systematize all existing legal materials. This systematization process is also applied to the principles of law, theories, concepts, doctrines, and other reference materials. The series of stages is intended to facilitate the assessment of research problems. Through this series of stages it is expected to be able to provide recommendations that support the need for reinterpretation and reorientation of understanding of the principles of contract law that reflect equality for the parties[51].

Analysis of Legal Materials

The legal material analysis method used is a qualitative juridical analysis that is by collecting and gathering materials, then arranged in a particular framework, then analyzed according to the means of analysis by interpreting the law, legal construction, and legal arguments[52].

While the analysis of secondary legal materials, in the form of theories about the law in general, including legal materials derived from encyclopedias and public dictionaries and legal dictionaries will be combined with the results of the analysis of primary legal materials earlier, so that a description which contains the answer to the formulation of the problem raised in this paper.

[48]Hono Sejati. *Rekonstruksi Pemeriksaan Perkara di Pengadilan Hubungan Industrial Berbasis Nilai Cepat, Adil, dan Murah*. Citra Aditya Bakti, Yogyakarta, 2018. hal. 65

[49]Kalimatul Jumroh dan Ade Kosasih. *Pengembalian Aset Negara Dari Pelaku Tindak Pidana Korupsi (Studi Undang-Undang tentang Pemberantasan Korupsi dan United Nation Convention Against Corruption 2003)*. CV. Zigie Utama, Bengkulu. 2019. hal. 38

[50]Agus Yudha Hernoko. *Hukum Perjanjian*. Prenada Media, Jakarta, 2019. hal. 43

[51]*Ibid*. hal. 43

[52]Kalimatul Jumroh dan Ade Kosasih. *Op Cit*. hal. 39

3. DISCUSSION

1. Decree on the Appointment of Members of the Regional House of Representatives as the object of guarantee for Bank Credit.

In general, bank credit guarantees can be grouped into three groups, namely movable goods, immovable property, and individual guarantees (debt security). Based on the provisions of Law No. 42 of 1999, movable goods consist of tangible and intangible. Each credit guarantee group consists of various types and names which are sometimes difficult to be explicitly specified. Movable property in the form of tangible goods, for example, are of many types, although they can still be divided into several subgroups, including jewelry, securities, motor vehicles, household equipment, office equipment, heavy equipment, sea and river transportation, transportation equipment air, inventory, merchandise and so on. Immovable property can be in the form of land and objects related (attached) to land such as dwellings, office buildings, warehouses, hotels, and so on. Intangible goods can be in the form of bills, receivables, and the like (but for letters that have prices, it may still need to be confirmed whether included as tangible goods or intangible goods such as savings and current account balances that should be distinguished from billet deposits or certificates of deposit). Meanwhile, debt insurance can be in the form of a personal guarantee (personal guaranty) and a company guarantee (company/corporate/guaranty). Some of the credit guarantee objects as mentioned above are regulated or related to a statutory regulation in force. An example is a land, which is regulated by Law No. 5 of 1992, aircraft are governed by Law No. 5 of 1960.[53]

Decree of the Board of Managing Directors of Bank Indonesia N 23/69 / KEP / DIR dated February 28, 1991, concerning Credit Provision, Article 2, stipulates that banks are not permitted to extend credit to anyone without guaranteeing credit extension as referred to in Article 1b. What is meant by guaranteeing the granting of credit in Article 1b, is the bank's confidence in the ability of the debtor to pay off the loan in accordance with the agreement. The guarantee of credit is obtained by the bank through a careful assessment of the character, ability, capital, collateral, and business prospects of the debtor. Whereas what is meant by collateral in Article 1c SK above, is guarantee material, securities, risk guarantees provided by the debtor to cover repayment of a credit if the debtor cannot repay the loan in accordance with the agreement. Article 3 of the Decree above stipulates that collateral can be in the form of goods, projects or claim rights financed with the credit concerned, and other goods, securities or risk guarantees are added as additional collateral.[54]

Linking the provisions of the rules and regulations governing a credit guarantee object is to

[53]Gregoryo Terok. *Op.Cit*, hal. 8
[54]Thomas Suyatno. *Op.Cit.* hal. 27

clarify the type so that the bank can consider it in accordance with its policy regarding the types of credit guarantee objects that can be received. Clarity on the types of credit guarantee objects, among others, is also required for the possibility of binding in accordance with the applicable guarantee institutions. For each object of credit guarantee submitted by the debtor, an assessment is made by the bank that receives it legally and economically.[55]

Guarantee in granting credit according to Article 2 paragraph (1) Decree of the Board of Managing Directors of Bank Indonesia Number 23/69 / KEP / DIR dated February 28, 1991, concerning Credit Provision, namely the bank's confidence in the debtor's ability to repay loans in accordance with the agreement. A binding guarantee is an accecoir, that is, an accecoir agreement arises (occurs) due to an underlying agreement, namely a credit agreement made between the debtor and the creditor concerned.[56]

Guarantee according to Act Number 7 of 1992 as amended by Act Number 10 of 1998 concerning Banking means that a guarantee is a belief in the intention and ability and ability of the debtor's customers to repay their debts or return the financing referred to as agreed. The use of the guarantee material is to:

1. Giving the right and power to the creditor to get repayment from the collateral if the debtor breaks the promise, namely to repay the debt at the time specified in the agreement.
2. Ensuring that the debtor participates in transactions to finance his business so that the possibility to leave the business or project at the expense of himself or his company can be prevented or at least the possibility to do so can be minimized.
3. Give encouragement to the debtor to fulfill his promises, especially regarding repayment in accordance with the agreed conditions so that the debtor and/or third parties who take part in guarantees not losing the guaranteed glory.[57]

A credit agreement with DPRD Decree guarantees there is no accompanying guarantee institution. Because according to the Civil Code it cannot be classified as objects, namely movable, intangible and tangible and immovable property (also objects/goods are if goods whose ownership rights can be transferred to the ownership and have value, and also in the provisions of the Mortgage Rights Act constitutes a binding of guarantees to immovable property in the form of land or objects related to the land concerned so that in granting credit there is no requirement to bind guarantees in a separate deed, as can be done for guaranteed material for the mortgage, mortgage, fiduciary rights or cassie accounts receivable.

2. Legal Status of the Decree on Appointment of Members of the Regional House of

[55]Gregoryo Terok. *Op.Cit*, hal. 8
[56]M. Bahsan, *Op.Cit*, hal. 133
[57]Ulfia Hasanah, Maryati Bachtiar, and Galuh Dwi Nugroho. *Op.Cit*, hal. 9

Representatives in the implementation of credit agreements at Bank Jatim

Decree of Appointment of Members of the DPRD, cannot be categorized as objects in the object of guarantee, because from the understanding of good objects regulated in Book II of the Civil Code in terms of material concepts explain that objects include tangible and intangible goods which contain provisions concerning objects which include goods and rights. Objects are property objects. Rights can also be property objects, therefore objects and rights are property objects. In juridical sense, things are things that belong to objects. all objects in the legal sense can be traded, can be transferred to other parties and can be inherited.[58]

The implementation of a credit agreement at Bank Jatim that uses a guarantee in the form of a DPRD Decree considers the principle of lending. The form of a credit agreement for granting credit facilities with a DPRD Decree is a credit agreement that uses a standardized form. A standard agreement is an agreement in which all clauses have been standardized, and the other party basically has no chance to negotiate or request changes to the contents of the clause in the agreement.

DPRD Decree as a guarantee is authentic proof of the requirements that must be fulfilled by the debtor, in the application for a credit application for Multi-Purpose Credit (KAG). From the DPRD Decree it is explained that the debtor is a true DPRD member at the DPRD office where the debtor works. Where the provisions regarding this matter have been regulated by the leadership of the Bank of East Java with the Head of the relevant Agency authorized to represent and act for and on behalf of the debtor at the agency concerned.

As a step to secure credit, the payment of salaries from the debtor is preferred through the Bank of East Java. Because the loan agreement only uses the original guarantee in the form of DPRD and debtor decree without additional guarantees or collateral as determined by Bank Jatim. This credit agreement also applies to the provisions of Articles 1131 and 1132 of the Civil Code, namely that all movable and immovable property of the borrower, both existing and new will in the future become a guarantee for all debt obligations arising under this agreement.

The position of the DPRD Decree in this credit agreement can be analyzed is only a condition that must be fulfilled by the debtor as an authentic document and not as a principal or additional collateral, because the bank in terms of the Guarantee clause (collateral) in the provision of credit facilities based on elements of credit provision namely in the form of elements of trust, grace period, degree of risk, and achievement. Because the DPRD Decree guarantee is non-transferable, it provides a weakness for the bank if the debtor defaults on the default due to certain reasons so that the bank, in this case, anticipates by carrying out credit disbursement insurance.

[58]Abdul Kadir Muhammad, *Hukum Perikatan*, Citra Aditya Bakti, Jakarta. 1992,

4. CONCLUSION

1. Decree on Appointment of Members of the Regional House of Representatives as an object of guarantee for Bank Jatim Credit based on Article 1b and 1c of the Decree of the Board of Directors of Bank Indonesia N 23/69 / KEP / DIR dated February 28, 1991, concerning Credit Provision, stating that the bank's confidence in the ability the debtor to pay off the credit in accordance with the agreement. The guarantee of credit is obtained by the bank through a careful assessment of the character, ability, capital, collateral, and business prospects of the debtor. Whereas what is meant by collateral in Article 1c SK above, is guarantee material, securities, risk guarantees provided by the debtor to cover repayment of a credit if the debtor cannot repay the loan in accordance with the agreement. Article 3 of the Decree above, further stipulates that collateral can be in the form of goods, projects or claim rights financed with the credit concerned, and other goods, securities or risk guarantees added as additional collateral.
2. Legal Status of the Decree on Appointment of Members of the Regional House of Representatives in the implementation of a credit agreement at Bank Jatim is the binding of an accreditation guarantee (only as an authentic document that must be fulfilled), which arises (occurs) because of the underlying principle agreement, namely the credit agreement which is made between the debtor and the creditor concerned.

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