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THE CIVIL LIABILITY OF BANKS IN FICTITIOUS CREDIT AGREEMENT

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ABSTRACT

The existence of fictitious credit cases indicates that banks need to provide more supervision in lending and the prudential banking principle needs to be correctly implemented. This article aims to determine the bank's responsibility to customers whose identities are used without permission in fictitious loans in terms of the Civil Code. The normative method is used in this article. The type of approach used is the statutory approach and the case approach. The legal material collection technique is a literature study from books, laws and regulations, papers, and journals related to the issues discussed. The results of the discussion show that in the provisions of Articles 1365 and 1367 of the Civil Code, the employees of the bank or the bank concerned are required to provide accountability in the form of compensation to bank customers whose identities are used without permission in fictitious credit, in the provisions of Article 1365 of the Civil Code it does not further regulate the amount to be replaced in an unlawful act.

Keywords: *fictitious credit, Accountability, Agreement, Default.*

INTRODUCTION

A credit agreement is an engagement between the debtors (owed) and creditors (the creditor) that causes rights and obligations for all the related parties, where this agreement is usually followed with the understanding of "insurer guarantee." The society cannot be apart from the importance the role of banking in using the bank service as the intermediary, such as lending, saving, and doing other transactions and more specifically to cater the needs of society banking service that is following UU Number 10 the Year of 1998 concerning the Banking.[1] As a part of finance a bank is a fundraising and fund-distributing business entity to society. Because of that, receiving and distributing credit is the bank's primary function for the organisation.[2]

An activity that is giving out credit by a bank, either a commercial bank or a community credit union, is a legal activity for a bank. A bank is said to be a business entity for a fund distributor to the people by giving out credit to debtors. Credit is a fund providing or bills that are formed from either agreement or deal between the parties, namely the bank with the debtor party, that requires the debtor party to pay off or pay their debt with interest transferring that following Article 1 paragraph 11 UU Number 10 the Year of 1998 concerning the Banking.

[1]Undang Undang RI nomor 10 tahun, "Undang-Undang RI No. 10 Tahun 1998 Tentang Perbankan," *Lembaran Negara Republik Indonesia* (1998): 182, http://www.bphn.go.id/data/documents/98uu010.pdf.

[2]A Murdiyanto, "Faktor-Faktor Yang Berpengaruh Dalam Penentuan Penyaluran Kredit Perbankan Studi Pada Bank Umum Di Indonesia Periode Tahun 2006-2011," *Conference In Business, Accounting, And ...* 1, no. 1 (2022): 61–75.

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Thus, credit is one of the types of debt that must be paid back along with the amount of the interest based on the loan agreement in that agreement.[3]

The agreement between the creditors and debtors sometimes causes a breach of contract from the debtor party that does not fulfill their obligation as the debtor and does not continuously operate according to what has been agreed.[4] This agreement is an engagement with a legal relationship and an understanding of right and obligations between all parties. This agreement, having collateral of goods or objects, is usually followed by the insurer grantee. After there is a legal certainty between the creditor and the debtor in applying for and granting credit, the third party as the insurer of the creditor requires a guarantee.[5] Generally, the granting of credit must notify the ability of the creditor to the debtor to fulfill his obligations as a borrower following the agreement that has been agreed upon.

Banks as credit providers to debtor customers must be based on the principle of trust, which has a use for customers following its designation, and the direction of prudence based on good faith towards the requirements related to credit granting. Assessment of the debtor's business, collateral, and the ability of the debtor's business must also be carried out to the bank as a form of support for the debtor in providing credit. The collateral requested for the proposed credit from the creditor will also ask for an insurer's guarantee. There are two guarantees, material guarantees and insurer (person) guarantees, immaterial guarantees.[6] Thus, only the debtor and those directly related can maintain the insurer's guarantee.

A third party (legal entity) guarantees the debtor's indebtedness if the debtor does not fulfill his obligations or defaults. Here, we can see that the insurer's guarantee itself is a third party who is the guarantor of the debtor. This guarantee is born from an agreement between the creditor and a third party in order to carry out the performance of the debtor and to fulfill his obligations. The guarantee can be anticipated if the debtor does not fulfill his obligations. In accordance with Article 1822 of the Civil Code, it is stipulated that the amount of the principal debt only and can be interpreted that the amount of the guarantor or insurer does not exceed the bond that stands alone without any other bond or called the principal bond.

However, along with the times in banking activities, there are often several acts of fraud that result in losses for banks, bank customers, society, and even the state.[7] Fraudulent acts in banks usually involve internal parties (bank employees) along with the bank customers concerned. The aim is none other than to seek profit. Fraudulent acts in banking activities that occur quite often are fraudulent acts in licensing, especially in the field of credit. This fraudulent act is often called fictitious credit. The discussion of "fictitious credit" is not widely found in the literature, but the term fictitious credit is often used in the banking world. Credit can be said to be fictitious if the debtor listed as a credit borrower does not exist, or it can also be that the collateral submitted in the credit loan is not in accordance with the credit agreement. Fictitious credit is also defined as the act of falsifying data.

Fictitious loans can occur due to collusion by internal parties (bank employees) with credit applicant customers by falsifying data from credit applicant customers, such as falsifying personal identity by using fake identification cards or using other bank customer identification cards without the knowledge of the bank customers concerned. At first, no one will know that

[3]Agung Hidayat, Nur Azizah, and Muannif Ridwan, "Pinjaman Online Dan Keabsahannya Menurut Hukum Perjanjian Islam," *Jurnal Indragiri Penelitian Multidisiplin* 2, no. 1 (2022): 1–9.

[4]N. P. Dewintha, S. A. K. W., & Purwanti, "Tanggung Jawab Penanggung Kepada Debitur Wanprestasi Dalam Hal Terjadi Kredit Macet," *Kertha Semaya* 7, no. 5 (2019).

[5]M. Suyatno, H. A., & Sh, *Kepastian Hukum Dalam Penyelesaian Kredit Macet: Melalui Eksekusi Jaminan Hak Tanggungan Tanpa Proses Gugatan Pengadilan* (Prenada Media, 2018).

[6]F. Djamil, *Penyelesaian Pembiayaan Bermasalah Di Bank Syariah* (Sinar Grafika, 2022).

[7]Riadhi Tedi Putra, I Nyoman Putu Budiartha, and Ni Made Puspasutari Ujianti, "Bentuk Perlindungan Hukum Bagi Nasabah Terhadap Pembobolan Rekening Nasabah Oleh Pegawai Bank," *Jurnal Interpretasi Hukum* 1, no. 2 (2020): 181–185.

the credit is fictitious, but when the credit goes bad, it will only be realized that the credit is fictitious.[8]

The party that is greatly harmed in this case is the bank customer whose identification card is used without permission for fictitious credit. The bank customer is harmed both materially and immaterially. The existence of fictitious credit cases indicates that the bank needs more supervision in granting credit and the principle of prudence *(prudential principle banking)* is needs to be implemented properly. As we know, the principle of prudence *(prudential principle banking)* is very important and must be implemented by banks. The purpose of the implementation of the prudential principle *(prudential principle banking)* is no other than so that the bank is always in a healthy state, in other words, so that it is always in a state of *liquidity* and *solvent.*[9]

Based on the above background, many questions arise what are the responsibilities of the insurer to the debtor in the event of bad credit and the obstacles that occur to the fictitious creditor in realizing the insurer's responsibility to the creditor in the debtor's default.

Problems of Research

1. How is the bank's liability to customers whose identity is used without authorization in fictitious credit in terms of the Civil Code?
2. How is the insurer's responsibility for defaulting debtors in the event of bad credit?

The Goals of Article

1. To find out the bank's liability to customers whose identity is used without authorization in fictitious credit in terms of the Civil Code.
2. To find out the responsibility of the insurer for defaulting debtors in the event of bad credit.

Fictitious Credit

Fictitious credit is included in one of the acts of fraud related to bank business activities. Based on the Fraud Risk Manager Association report, a fraud assessment association called the Association of Certified Fraud Examiners (ACFE) defines fraud as the use of one's position or position with the aim of enriching oneself by deliberately misusing organizational resources or assets.[10]

Fictitious credit is closely related to false records, and the provision of rewards from bank customers who obtain facilities from the bank. Fictitious Credit is an act of fraud in the field of credit carried out by internal parties (employees) of the bank by colluding with credit applicant customers, both of whom do not have good faith because the purpose of making fictitious credit is to benefit themselves.[11] In fictitious credit, the required files exist but the customer does not exist. Fictitious credit is because the credit applicant uses a fake identity or the identity of another bank customer without the knowledge of the owner of the identity concerned. In addition to identity forgery, fictitious credit is also found regarding the forgery

[8]Evi Octavia, "ANALISIS PROSES PEMBERIAN KREDIT UNTUK MENGURANGI RESIKO KREDIT MACET DI PT. BANK ARTHA GRAHA INTERNASIONAL TBK BANDUNG.," *Jurnal Akuntansi Bisnis dan Ekonomi* 6, no. 2 (2021): 1719–1738.

[9]Lastuti Abubakar, "Implementasi Prinsip Kehati-Hatian Melalui Kewajiban Penyusunan Dan Pelaksanaan Kebijakan Perkreditan Atau Pembiayaan Bank," *Rechtidee* 13, no. 1 (2018): 62–81.

[10]Risdy Ardiansyah, Etty Mulyati, and Nun Harrieti, "Tindakan Fraud Dalam Hal Rekayasa Pelunasan Kredit Oleh Pegawai Bank Dalam Transaksi Perbankan Dikaitkan Dengan Prinsip Kehati-Hatian," *Jurnal Poros Hukum Padjadjaran* 3, no. 1 (2021): 50–68.

[11]Hasan Ashari and Trinandari Prasetyo Nugrahanti, "APAKAH PELANGGARAN ETIKA MENJADI PENYEBAB TERJADINYA FRAUD DAN KEGAGALAN BANK PERKREDITAN RAKYAT (BPR)?," *Neraca Keuangan : Jurnal Ilmiah Akuntansi dan Keuangan* 15, no. 2 (2020): 1–24.

of credit guarantees.[12] As a result, customers whose identities are used without permission in fictitious loans are severely disadvantaged both in terms of material and immaterial.

Default in the Civil Code

An agreement is considered valid if it has fulfilled the provisions in Article 1320 of the Civil Code, as for the contents of the provisions of Article 1320 of the Civil Code namely, "In order for a valid agreement to occur, it is necessary to fulfill four conditions: 1) Agreement of those who bind themselves; 2) Capacity to make an obligation; 3) A certain subject matter; 4) A cause that is not prohibited.[13] Based on the provisions in Article 1320 of the Civil Code, fictitious credit does not fulfill the conditions specified in Article 1320 of the Civil Code. Fictious Credit is because the credit applicant customer does not use his real identity (fake). Besides that, the collateral submitted is also falsified, and fictitious credit is an agreement that is prohibited because it is classified as an illegal act.

Article 1820 of the Civil Code explains that debt insurers are bonds to bind themselves in a fulfillment agreement where fulfilling the obligations of the debtor (the debtor) with an insurer agreement is an accessor agreement, which is an agreement that follows the main agreement.[14] The agreement to provide a guarantee, the agreement to provide a guarantee is made in writing in a deed of agreement signed by the relevant parties.

Bad Credit

Bad credit or non-performing financing is a financing condition in which there is a deviation from the agreed terms of lending in repaying the financing so that there is a delay, juridical action is needed, or there is a possibility of potential loss. In the financing portfolio, non-performing financing is still the main management because the risk and loss factor of the risk asset will affect the health of the financing portfolio.[15] Non-performing loans can also be defined as loans that are classified as substandard loans, doubtful loans, and bad loans.

In the event of bad credit the bank needs to rescue, so that it will not cause losses. The rescue is done either by providing relief in the form of a period or installments, especially for loans affected by disasters, or by confiscating loans that are deliberately negligent in paying. For loans that are experiencing congestion, rescue should be carried out so that the bank does not suffer losses.[16]

METHODS

The article uses a type of normative method. This type of legal research has the characteristic that law is a rule written in legislation. Law is conceptualized as a rule or norm that is a benchmark for human behaviour.[17] In this article, the types of approaches used are statutory approaches. The legal material collection technique used is a literature study conducted by collecting information from books, laws and regulations, papers, and journals which are related to the issues discussed. Primary data sources utilized in this research pertain to the Indonesian Civil Code concerning bank obligations. Meanwhile, secondary data sources encompass a

[12] Sofia Yunita and Ifrani Ifrani, "PELANGGARAN TERHADAP PRINSIP KEHATI-HATIAN KREDIT DALAM PERSPEKTIF HUKUM PIDANA," *Badamai Law Journal* 4, no. 2 (2020): 201–219.

[13] PERPU, "Pasal 1320 KUHP Perdata. Pasal 18 Undang –Undang Nomor 8 Tahun 1999," in *Undang - Undang Dasar 1945* (Jakarta, 1999).

[14] PERPU, "Pasal 1820 KUHP Perdata. Pasal 18 Undang –Undang Nomor 8 Tahun 1999," in *Undang - Undang Dasar 1945* (Jakarta, 1999).

[15] Heriyaldi et al., "Analisis Solusi Permasalahan Non-Performing Loan Di Koperasi Simpan Pinjam Dan UMKM," *Jurnal Ilmiah Akuntansi dan Keuangan* 2, no. 2 (2020): 314–342.

[16] Eliagus Telaumbanua and Suka'aro Waruwu, "Faktor-Faktor Yang Mempengaruhi Kredit Macet Dan Bermasalah Di Bank Sumut Cabang Gunung Sitoli," *Akuntansi Dan Manajemen Pembnas* 7, no. 2 (2020): 1–16.

[17] Amirudin and Zainal Asikin, *Pengantar Metode Penelitian Hukum*, Edisi Revi. (Jakarta: PT Raja Grafindo Persada, 2016) hlm.118.

diverse range of relevant literature pertinent to this study.[18] In this article, the legal material analysis technique used is qualitative analysis.

DISCUSSIONS

Bank Liability for Customers Whose Identity is Used without Permission in Fictitious Credit Reviewed by the Civil Code

Fictitious credit is included in one of the acts of fraud related to bank business activities. Based on the Fraud Risk Manager Association report, a fraud assessment association called the Association of Certified Fraud Examiners (ACFE) defines fraud as the use of one's position or position with the aim of enriching oneself by deliberately misusing organizational resources or assets.[19] Fictitious credit is closely related to false records, and the provision of rewards from bank customers who obtain facilities from the bank. Fictitious Credit is an act of fraud in the field of credit carried out by internal parties (employees) of the bank by colluding with credit applicant customers, both of whom do not have good faith because the purpose of making fictitious credit is to benefit themselves. In fictitious credit, the required files exist but the customer does not exist. Fictitious credit is because the credit applicant uses a fake identity or the identity of another bank customer without the knowledge of the owner of the identity concerned. In addition to identity forgery, in fictitious credit it is also found that credit collateral is forged.[20] As a result, customers whose identities are used without permission in fictitious loans are severely disadvantaged both in terms of material and immaterial.

An agreement is considered valid if it has fulfilled the provisions in Article 1320 of the Civil Code, as for the contents of the provisions of Article 1320 of the Civil Code, namely, "In order for a valid agreement to occur, it is necessary to fulfill four conditions:

1. Their agreement binds them;
2. The ability to create an engagement;
3. A particular subject matter;
4. A particular subject matter.

Based on the provisions in Article 1320 of the Civil Code, fictitious credit does not fulfill the conditions specified in Article 1320 of the Civil Code. This is because the credit applicant customer does not use his real identity (fake) besides that the collateral submitted is also falsified and fictitious credit is an agreement that is prohibited because it is classified as an illegal act.[21]

In this case, fictitious credit can be classified as an illegal act because fictitious credit has fulfilled the elements of an illegal act regulated in Article 1365 of the Civil Code, while the provisions of the Article are: "Every act that violates the law and brings harm to others, obliges the person who causes the loss because of his fault to compensate for the loss." If further elaborated, the elements of unlawful acts based on the provisions of Article 1365 of the Civil Code are:

1. The act must contain an unlawful element,
2. The act committed causes a consequence, namely harm,

[18] I Sari, "Perbuatan Melawan Hukum (PMH) Dalam Hukum Pidana Dan Hukum Perdata," *Jurnal Ilmiah Hukum Dirgantara* 11, no. 1 (2021).

[19] D. N. Rahmatika, *Fraud Auditing Kajian Teoretis Dan Empiris* (Deepublish, 2020).

[20] Ichsan Ansari, "PENYIDIKAN TINDAK PIDANA PERBANKAN DALAM BENTUK KREDIT FIKTIF PADA BANK PERKREDITAN RAKYAT (BPR) MITRA DANAGUNG (Studi Pada Satreskrim Polres Pesisir Selatan)," *UNES Law Review* 4, no. 2 (2022): 247–267.

[21] Puspa Pasaribu and Eva Achjani Zulfa, "AKIBAT HUKUM IDENTITAS PALSU DALAM AKTA PERJANJIAN KREDIT YANG MELIBATKAN PIHAK KETIGA PEMBERI JAMINAN," *JURNAL USM LAW REVIEW* (2021).

3. The act committed must be based on fault,
4. There is a causal relationship between the act committed and the harm caused.

The provisions of Article 1365 of the Civil Code have a causal relationship between actions and losses. The concept of compensation is known in two areas of law, namely, the concept of compensation for default and the concept of compensation for statutory obligations, including compensation for tortious acts.[22] In tort, there are two forms of compensation, namely:

a. Material damages are losses that the victim actually suffers and the amount can be measured mathematically;
b. Immaterial damages are losses suffered by the victim and the amount cannot be calculated with numbers. Immaterial damages can usually be in the form of suffering pain or pain, fear, loss of pleasure, loss of honour, loss of hope, loss of body parts (disability), and up to causing death, cannot be classified as losses caused by default in the agreement. Immaterial damages can only be charged against unlawful acts.[23]

In the legal context, the word "responsibility" has a relationship with humans as legal subjects, because, with their role as legal subjects humans have rights that they must obtain and obligations that should be fulfilled. From this understanding, responsibility cannot be separated from rights and obligations. Kelsen expressed his opinion regarding the concept of legal responsibility, that a concept that has a relationship with the concept of legal obligation is the concept of legal responsibility. A person is legally responsible for a certain act or that he bears legal responsibility means that the person is responsible for a sanction in the event of an act that is contrary to the law.[24]

Furthermore, in civil law there is liability based on fault and risk, on the basis of this, liability can be divided into liability based on fault (lilability based on fault) liability without fault (lilability without fault) or it can also be called risk responsibility or absolute responsibility.[25]

Based on the provisions of Article 1365 of the Civil Code, bank employees and credit applicant customers must be responsible for their actions, and both must provide accountability to customers whose identities are used without permission in fictitious credit.[26] Based on Article 1365 of the Civil Code, the liability that bank employees must fulfil is liability based on fault (liability without based on fault) because in fictitious credit bank employees deliberately commit unlawful acts and on the basis of the power they have, bank employees make false records such as falsifying data from credit applicants so that the bank can accept their credit applications. The bank employees concerned will receive compensation for the facilities that the credit applicant has obtained. As a result, the bank customer whose identity is used in fictitious credit will bear the risk in the future and this is very detrimental to the customer. Furthermore, based on the provisions of Article 1367 of the Civil Code, the bank is obliged to provide liability without fault (liability without fault) because, in this case, the bank and its employees have a working relationship, namely superiors and subordinates, besides that the bank is also considered negligent in supervising its subordinates. The bank is considered less than optimal in using the principle of prudential principal banking. Therefore, in accordance

[22]Gita Anggreina Kamagi, "Perbuatan Melawan Hukum (Onrechtmatige Daad) Menurut Pasal 1365 Kitab Undang-Undang Hukum Perdata Dan Perkembangannya," *Jurnal Lex Privatum* (2018).

[23]Rai Mantili, "Ganti Kerugian Immateriil Terhadap Perbuatan Melawan Hukum Dalam Praktik: Perbandingan Indonesia Dan Belanda," *Jurnal Ilmiah Hukum DE'JURE: Kajian Ilmiah Hukum* 4, no. 2 (2022): 298–321.

[24]A. P. A. Santoso et al., "PERTANGGUNGJAWABAN HUKUM PERAWAT DALAM TINDAKAN KEPERAWATAN DITINJAU DARI KONSEP SOSIOLOGICAL YURISPRUDENCE," *JISIP (Jurnal Ilmu Sosial dan Pendidikan)* 6, no. 4 (2022).

[25]Tengku Erwinsyahbana and Melinda Melinda, "Kewenangan Dan Tanggung Jawab Notaris Pengganti Setelah Pelaksanaan Tugas Dan Jabatan Berakhir," *Lentera Hukum* 5, no. 323 (2018).

[26]A. A. S. N. Indradewi, "TANGGUNG JAWAB YURIDIS ANALIS KREDIT TERHADAP PENENTUAN REKOMENDASI PENCAIRAN KREDIT NASABAH PADA PT. BANK TABUNGAN NEGARA KANTOR CABANG DENPASAR. ," *Jurnal Komunikasi Hukum (JKH)* 6, no. 2 (2020): 413–426.

with the provisions of Article 1367 of the Civil Code, the bank has responsibility for the actions taken by its employees.[27]

In the provisions of Article 1367 of the Civil Code, it is stipulated that "A person is not only responsible for losses caused by his own actions, but also for losses caused by the actions of those who are his dependents, or caused by goods that are under his supervision" besides that in the provisions of Article 1367 of the Civil Code it is also stipulated that "Employers and people who appoint other people to represent their affairs, are responsible for losses caused by their servants or subordinates in doing the work assigned to those people". Based on this, the bank should be responsible for its employees who have committed unlawful acts, namely fictitious credit.[28]

Based on the provisions of Articles 1365 and 1367 of the Civil Code, bank employees and the bank concerned are obliged to provide liability in the form of compensation to bank customers whose identity is used without permission in fictitious credit, in the provisions of Article 1365 of the Civil Code is not further regulated regarding the amount that must be replaced in tort.

CONCLUSION

The discourse on bank liability in cases of fictitious credit, as examined under the purview of the Civil Code, underscores several salient points. Fictitious credit represents a form of fraudulent activity within the banking domain, wherein internal actors, including bank personnel and credit applicants, engage in a collusive endeavor to secure bank facilities for personal gain. This nefarious practice frequently involves the deployment of counterfeit identities and spurious collateral. Regrettably, fictitious credit fails to meet the requisites stipulated within Article 1320 of the Civil Code for the validation of agreements, thus warranting classification as an unlawful act due to identity falsification, fraudulent collateral, and a conspicuous absence of good faith.

Article 1365 of the Civil Code assumes paramount significance in this context, as it imposes an obligation on individuals who perpetrate acts contravening the law, resulting in offering compensation for the ensuing damages. Fictitious credit, as a form of unlawful activity, falls under the purview of this legal provision, entitling the aggrieved parties to seek redress for both tangible and intangible losses sustained. The overarching concept of responsibility in the legal paradigm is inexorably intertwined with the attendant rights and obligations borne by legal entities, denoting the compulsion to bear punitive measures for actions inimical to the established legal framework.

Within the ambit of civil law, liability is dichotomized into fault-based and risk-based categories, whereby bank personnel are ascribed fault-based liability owing to their deliberate commission of unlawful acts within the framework of fictitious credit. Conversely, the bank institution itself may be subject to liability without fault, predicated upon the extant working relationship with its employees, thereby rendering it accountable for its actions. Article 1367 of the Civil Code elucidates the parameters of responsibility, underscoring the imperative for individuals to assume responsibility not solely for the consequences of their actions but also for the actions of their dependents or those under their direct purview.

In summation, the discourse underscores the legal ramifications incumbent upon banks and their personnel vis-à-vis fictitious credit, a nasty practice engendering potential harm to both the

[27]Dewa Gede Rudy Agustini, Ni Luh Wayan Kori, Pemayun, Cok Istri Anom, "Pertanggung Jawaban Bank Terhadap Nasabah Yang Identitasnya Dipakai Tanpa Izin Dalam Kredit Fiktif," *Jurnal Ilmu Hukum* 5 (2017): 1–17.

[28]Rosalia Alima Utami Rohaedi, "Tanggung Jawab Bank Terhadap Simpanan Deposito Berjangka Yang Tidak Tercatat Dihubungkan Dengan Perlindungan Hukum Nasabah Menurut Undang-Undang Nomor 10 Tahun 1998 Tentang Perbankan," *Jurnal Riset Ilmu Hukum* (2021): 44–51.

material and immaterial interests of aggrieved customers whose identities are illicitly exploited. The Civil Code serves as the legal cornerstone upon which the pursuit of compensation in such instances rests, compelling banks to assume accountability for the actions of their employees in this context, with the quantification of compensation being contingent upon the specifics of individual cases.

Based on the analysis of bank liability in the case of fictitious credit and the relevant legal framework in the Civil Code, several recommendations can be proposed:

1. Enhancing Internal Oversight: Banks should strengthen their internal oversight of activities that have the potential to lead to fictitious credit. Enhancing Internal Oversight includes tighter monitoring of the credit application process, scrutiny of customer identity documents, and an evaluation of the collateral provided. Enforcing stricter policies and procedures can help mitigate the risk of fictitious credit.
2. Improving Legal Awareness and Training: Banks need to provide more in-depth training to employees regarding business ethics, integrity, and a comprehensive understanding of applicable laws. Bank staff must fully comprehend the legal consequences of engaging in illegal actions related to fictitious credit. This awareness can help prevent internal collusion and other unlawful activities.

These recommendations are intended to assist banks in minimizing the risks associated with fictitious credit, ensuring compliance with the law, and maintaining customer trust and the integrity of the banking sector as a whole.

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