

## IMPLEMENTATION OF CREDIT AGREEMENT WITH CIVIL SERVANT APPOINTMENT DECREE GUARANTEE

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### ABSTRACT

*This study analyzes the legal review of credit agreements secured by the Appointment Decree of Civil Servants as collateral. The research method used is qualitative juridical normative with a statutory approach. The findings indicate that banks need to assess the repayment capacity of potential borrowers according to their ability, mainly when the SK PNS is used as loan collateral. The certainty of the civil servant's basic salary and the provision of a Salary Deduction Power of Attorney are key factors that assure the bank of the civil servant's ability to repay the credit debt.*

**Keywords:** *Kredit; Collateral; Appointment Decree of Civil Servants*

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### INTRODUCTION

In general banking practice, credit agreements are made in a standard or written agreement in the form of a blank or form. The form is given to each credit applicant, the contents of which are not discussed, but after being read by the credit applicant, the bank only asks for the customer's opinion on whether they can accept the terms and conditions in the form or not. In contrast, the blanks in the credit agreement such as the amount of the loan, the amount of interest, the credit term, and the purpose of using the credit are things that cannot be filled in before there is an agreement from both parties. The contents of the credit agreement that have been determined in advance in a particular form that has been standardized indicate to us that the credit agreement in banking practice is a standard agreement.<sup>1</sup>

The risk of unsecured credit cannot be taken lightly cumulatively the risk level remains high, especially since the requirements are straightforward and generally without any collateral at all (collateral according to the definition of the Banking Law), although in practice, "collateral" is still requested. Still, the collateral is not an item, either movable or immovable, for example with a guarantee of a Civil Servant Appointment Decree. Moreover, the economic and security conditions significantly affect it, for instance in, the impact of the increase in Fuel Oil (BBM) and also the impact of the issue of an increase in the Basic Tariff Electricity (TDL). This is what causes obstacles in the debtor's efforts to pay off his debt and if in the future there is bad credit, it can be used as a reference to pay off their debts and if there is a bad debt, in the future what can the bank use as a basis to be able to get their money back. In the debtor's efforts to

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<sup>1</sup>Salim HS, *Perkembangan Hukum Jaminan Di Indonesia* (Jakarta: PT. Raja Grafindo Persada, 2007).

pay off their debts, and if in the future there is a bad debt, so what can the bank use as a basis to be able to get their money back.<sup>2</sup>

Criminal, civil, and administrative law all fall under a banker's duties. Given the breadth of a banker's legal obligations, the law requires them to always act responsibly and adhere to the concept of prudence; this issue needs more focus more focus in the future. In the long term, bank executives may start to plan for the success of their institutions when faced with the problem of improving performance in the face of competition in the modern and global banking industry. On the other hand, bank managers may forget the need to be prudent when running their institutions because of the pressure to move quickly when faced with promising commercial opportunities. Banks should refrain from lending money to companies that are high risk, especially those whose risks cannot be controlled so that they do not have to bear the burden of inadequate credit facilities. This is because if a loan is approved but defaults for various reasons (both internal and external), the lender who provided the loan may face legal consequences from the relevant authorities. In particular, those working in state-owned banks should pay attention to this and consider it.<sup>3</sup>

Based on the background that has been described, the research problem formulation can be formulated as follows: Banking efforts to secure against credit with collateral in the form of problematic Civil Servant Appointment Decrees. Settlement if there is a problematic credit with a guarantee of a Civil Servant Appointment Decree if one of the parties defaults.

## METHOD

The researcher uses qualitative research. This research is in the form of normative juridical, namely a study that emphasizes the use of library materials as a source of research. This study does not use observation or interviews with respondents. The approach used in this study is the statute approach method. The statute approach examines the legislation and regulations related to the legal issues being handled.

## ANALYSIS AND DISCUSSION

### Banking Efforts to Secure Against Credit by Guarantee of Problematic Civil Servant Appointment Decree

Banking institutions aim to support the implementation of Indonesia's economic development. In this effort, banks carry out their main function, namely collecting funds from the community and channeling them back to the community. Distributing funds to productive communities is one means of achieving economic development.

One way banks distribute funds is by providing credit to the public. The public, can enjoy the credit service, including those with fixed incomes and retired civil servants. The credit in question is in the form of money provided by the bank to consumers based on a loan agreement, which is often called a credit agreement.<sup>4</sup>

The implementation of credit provision is usually associated with various requirements, including the maximum credit amount, credit term, credit interest rate, method of credit fund

<sup>2</sup>N. I. Yuniarti, "Efektivitas Jaminan Perorangan (Personal Guarantee) Dalam Menunjang Penyelesaian Kredit Bermasalah Di Bank BRI Cabang Surakarta Dan Bank BNI Syariah Cabang Surakarta," *Jurnal Privat Law* 8, no. 1 (2020).

<sup>3</sup>D Afrilia, "Analisis Yuridis SK Pegawai Negeri Sipil (PNS) Yang Dijadikan Alat Penjaminan Dalam Perjanjian Kredit Perbankan Ditinjau Dari Perspektif Hukum Perdata," *INNOVATIVE: Journal of Social Science Research* 3, no. 4 (2023).

<sup>4</sup>Eva Sartika Siregar, "Analisis Yuridis Terhadap Pemberian Kredit Dengan Jaminan SK Pegawai Oleh PT. BRI (Persero) Kantor Cabang Iskandar Muda, Medan" (Universitas Sumatera Utara, 2009).

withdrawal, credit repayment schedule, and credit guarantee. These are usually stated in the credit agreement provided by the bank so that the debtor only has the option to accept or reject. The bank as a business entity that provides credit to the debtor, is obligated to make security efforts so that the credit can be paid off by the debtor concerned.

The debtor is obliged to sign a Credit Agreement issued unilaterally by the bank, taking into account statutory regulations and invitation of related banking sectors, to further increase the level of trust between banks and government employees.

Based on Article 4 Numbers 1 and 2 of the Credit Agreement, it is stated as follows: 1) The selected bank will receive repayment of salary allowances and other income of the borrower, including pension, under its authority with a Power of Attorney. 2) After being transferred, fired, or dismissed from work, the borrower must pay off his debt to the bank without delay. If the borrower continues to ignore the bank's warning, the bank will try to settle his debt under applicable legal requirements. Furthermore, according to Article 5 of the Bank Credit Agreement, to ensure proper loan repayment, the borrower must provide the following documents to the bank:

- a. power of attorney to debit savings accounts and/or monthly salary/pension income deposited directly into a bank account in the amount of the loan installment;
- b. Identity card;
- c. Employee Appointment Decree;
- d. Final Ranking Decision;
- e. Periodic Evaluation Decision.

All debt obligations arising from this agreement are the borrower's responsibility, both now and in the future, under the conditions of articles 1131 and 1132 of the Civil Code, which relate to movable and immovable property belonging to the borrower.<sup>5</sup>

To secure credit guaranteed by a problematic Civil Servant Appointment Decree (SK PNS), the banking party can take the following steps:

- a. **Verification of Validity of SK** Check with the relevant agencies to ensure that the PNS Decree is genuine and valid;
- b. **Risk Analysis** Conduct a more in-depth risk analysis of the applicant, including credit history and ability to pay;
- c. **Implementation of Know Your Customer (KYC) Principles** Collect complete information about the applicant and their financial background;
- d. **Credit Limitation:** Setting limits on the amount of credit that can be granted based on a risk evaluation of existing collateral;
- e. **Credit Insurance:** Using credit insurance to protect the bank from potential losses if the applicant defaults;
- f. **Supervision and Monitoring** Conduct regular monitoring of borrowers to ensure that they remain able to meet their payment obligations;
- g. **Withdrawal Terms** Establish strict disbursement terms, including specific conditions that must be met before funds are disbursed;
- h. **Education and Socialization:** Educate customers about the risks and obligations associated with credit guaranteed by a Civil Servant Decree.

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<sup>5</sup>M. Bahsan, *Hukum Jaminan Dan Jaminan Kredit Perbankan Indonesia* (Jakarta: Rajawali Pers, 2012).

## Settlement if There is a Credit Problem with a Letter Guarantee Decision on Appointment of Civil Servants if One of the Parties Defaults

Any credit with a high risk when the debtor fails or has difficulty fulfilling previously agreed commitments is considered a problem credit. Problem credit that is less than smooth, questionable, or problematic to collect is a problem credit. In most cases, financial problems caused by management or external parties are the root cause of credit problems. Things that can be done to resolve problem credit with a guarantee of a Civil Servant Appointment Decree (SK PNS):<sup>6</sup>

- a. Warning and consultation: The bank can issue warnings and invite customers to hold discussions to resolve the issue peacefully;
- b. Submission of credit insurance claim: Bank can submit claim from credit insurance;
- c. Direct billing: Banks can bill customers directly;
- d. Breach of contract lawsuit: The bank can file a lawsuit with the District Court if negotiations and billing letters do not produce results.

It reads Article 4 of the SPH, which contains the Source of Payment and Collateral in the credit for payment of loan installments and/or for the settlement of all loans owed to the bank in the form of principal, interest, fines and other fees, the debtor must submit and transfer to the bank:

- 1) All rights are owed in the form of salary/wages and/or other rights as an employee/worker whose appointment and rank/group/position are explained in a) the First Employee Appointment Decree, and b) The Final Rank Determination Decree. So that the bank has the right to receive salary/wages and/or other rights in question to be calculated with the outstanding loan;
- 2) All rights owed in the form of pension money as a pensioner whose pension membership is stated in the Pension Decree. So, that the bank has the right to receive the pension money in question, which is to be calculated with the loan owed. For this purpose, the debtor submits a Power of Attorney for Deduction;
- 3) Income and other rights belonging to the debtor.

Granting credit requires a bank belief's based on a thorough analysis of the good faith and ability and capability of the debtor customer to repay his debt in accordance with the agreement. This is in accordance with what is regulated in Article 8 paragraph (1) of the Banking Law, which shows that the main element of a bank granting credit to the public is the bank's belief and trust in the debtor's ability to repay his loan.

The bank's confidence and trust in the credit agreement with the guarantee of the Civil Servant Decree arises from the submission of the Power of Attorney for Salary Deduction debtor's. The letter provides certainty of repayment and makes it easier for the bank to receive installments of credit debt payments according to the promised time.<sup>7</sup> Civil servants work for the government or state and are paid according to applicable laws and regulations. In addition to being given a basic salary, civil servants are also given periodic and notable salary increases.

If there is a problematic credit with a guarantee of a Civil Servant Appointment Decree (SK PNS) and one of the parties is in default, several resolution steps can be taken:

<sup>6</sup>(Hartini,(et.al), 2008)

<sup>7</sup>H. R. M. Anton Suyatno, *Kepastian Hukum Dalam Penyelesaian Kredit Macet Melalui Eksekusi Jaminan Hak Tanggungan Tanpa Proses Gugatan Pengadilan* (Jakarta: Kencana, 2016).

- 1) **Renegotiation:** Attempting to negotiate between the bank and the debtor to find a mutually beneficial solution, such as credit restructuring or payment rescheduling;
- 2) **Mediation:** Involve a neutral third party to help resolve disputes and find a solution;
- 3) **Law enforcement:** If negotiations do not produce results, the bank can take legal steps by filing a lawsuit in court to demand payment of the debt;
- 4) **Execution of Guarantee:** If the debtor fails to fulfill the obligation, the bank can execute the existing collateral. In this case, the bank must follow the applicable legal procedures to transfer the collateral;
- 5) **Submission to Relevant Agencies:** If the PNS SK is proven to be problematic, the bank can apply to the agency that issued the SK to obtain clarification or further action;
- 6) **Settlement Through OJK:** If necessary, the bank can report this problem to the Financial Services Authority (OJK) for guidance and assistance;
- 7) **Debtor Education:** Educate debtors on of the consequences of default and the importance of maintaining payment obligations.

## CONCLUSION

Based on the results obtained from this study, it can be concluded that the first is that Bankers need to assess the payment capacity of potential customers according to their abilities, mainly if the Civil Servant Appointment Decree can be used as collateral for loans at the bank with certainty regarding the basic salary of Civil Servants and the submission of the Salary Deduction Power of Attorney is one of the factors that convinces the bank that Civil Servants can pay off credit debts. With these steps, banks can better manage risks related to credit with problematic Civil Servant Decrees as collateral. Banks also need to implement various proactive steps to minimize risks, such as verifying the validity of the Decree, in-depth risk analysis, and implementing the Know Your Customer (KYC) principle. In addition, restrictions on the amount of credit, the use of credit insurance, and regular monitoring of debtors are also essential. With a comprehensive and disciplined approach to risk management, banks can protect assets and ensure operational sustainability despite potential problems related to credit guaranteed by SK PNS. The conclusion for resolving problematic credit with a guarantee of a Civil Servant Appointment Decree (SK PNS) if one party defaults is as follows: In a situation of default, it is essential for the bank and debtor to immediately negotiate to find a mutually beneficial solution, such as credit restructuring. Legal steps can be taken if negotiations fail, including executing collateral according to applicable procedures. Mediation and submission to relevant agencies can also be alternative solutions. Educating debtors about the consequences of default is very important to prevent future problems. With a careful and legal approach, problem-solving can be achieved effectively.

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