



Credit Restructuring Efforts for Micro, Small and Medium Business Debtors at pt. Bank Bri Unit Gianyar (Case Study at CV. Angga Sari Garmen)

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Abstract - Development in the economic field is the main driver of development, micro-enterprises play an important role in development and economic growth, this happens not only in developing countries but also in developed countries. The formulation of the problem in this study is: 1. How is the implementation of credit restructuring for MSME debtors at Bank BRI Gianyar Unit Office?, 2. What are the legal consequences for MSME debtors if the restructuring efforts are not successful? The research method used is a type of normative legal research. The most important part of developing micro-enterprises is business loans obtained from credit obtained from a bank. In an agreement, the debtor sometimes defaults. The problem in this study is the occurrence of default on credit agreements. Default or non-fulfillment of the agreement can occur either intentionally or unintentionally. Parties who commit defaults can occur because they are indeed unable to fulfill these achievements or are also forced to carry out these achievements.

Keywords: Agreement, Credit, Restructuring.

I. INTRODUCTION

Indonesia is a developing country which is currently carrying out development in various fields guided by the 1945 Constitution paragraph (4) namely, protecting the entire nation and all of Indonesia's bloodshed, promoting public welfare, educating the nation's life, and participating in carrying out world order, peace immortality and social justice. If one looks at the development of banks in developed countries, the income earned is quite balanced between interest on credit and non-credit. In addition, the financial statements at the bank are balanced and do not experience inequality [Darus, \(2014\)](#).

Therefore, in an orderly society, every human being as a member of society must pay attention to the norms or rules that apply in order to create a peaceful and modest society, as well as development in society can take place, because without the support of a conducive situation it is impossible for development to be carried out. Improving the standard of living of the Balinese people is the goal of the existence of a bank, where a bank is a "business entity that collects funds from the public in the form of savings and distributes them to the community in the form of credit and/or other forms in order to improve the standard of living of many people [Sutedi, \(2017\)](#).

Development in the economic sector is the main driver of development, but economic development must be accompanied by efforts to strengthen each other, be linked and integrated with development in other fields. For example, development in the field of economics and law must have a reciprocal relationship. The reciprocal relationship in question is an example of building a micro business that can be utilized as one of the developments in continuing the domestic economy.

Micro businesses play an important role for the development of a region, not only in developing countries but also in developed countries. In building a micro business, business capital is needed which is obtained through certain parties, such as obtaining credit from a bank.

In lending and borrowing money, it is preceded by an act by which one or more people bind themselves to one or more people, which in this case forms a legal action or can be called an agreement. Where in the loan agreement the money must be agreed on the rights and obligations of both parties. In the operation of a bank, a set of rules is needed that provide boundaries for parties in non-bank banking transactions (2013).

However, it is common knowledge that no matter how conscientious the bank is in extending credit based on the principle of prudence and trust in the debtor, in reality the credit extended by the bank is experiencing bad credit or default. There are several studies that are similar to current research, the first is research from [Adi Winardi, \(2021\)](#) with the title "analysis of the credit restructuring program for MSME debtors affected by Covid-19 at BRI KCP Cihampelas Bandung" where the results of his research show that the implementation of the credit restructuring program for MSME debtors those affected by Covid-19 at the BRI Cihampelas Sub-Branch Office were carried out correctly or on target, namely BRI KCP Cihampelas identified MSME debtor customers who submitted a credit restructuring program for MSME debtors who were affected by Covid-19. The second is from [Satria Pratama, \(2019\)](#), entitled "efforts to restructure dipt. the regional development bank of the Gianyar branch "where the results of his research show that the efforts made by the Regional Development Bank of the Gianyar Branch in dealing with problem loans are by holding credit restructuring. Among the six types of restructuring that exist, the Regional Development Bank of the Gianyar Branch uses an effort to extend the credit period. Likewise with MSMEs in Gianyar Regency, namely CV Angga Sari Garmen, which runs their business using credit facilities from Bank BRI Gianyar Unit. Since the decline in the number of tourists in Bali was caused by Covid-19 CV. Angga Sari Garmen was also affected. Making it difficult to pay off or pay off credit at the Bank, therefore the government provides policies for MSMEs affected by Covid-19 by obtaining credit restructuring from the Bank. The purpose of this study is to determine the credit restructuring efforts for debtors of micro, small and medium enterprises at pt. bank bri gianyar unit Based on the background above, the authors are interested in conducting research with the title "CREDIT REEXTRUCTURING EFFORTS FOR MICRO, SMALL AND MEDIUM BUSINESS DEBTORS AT PT. BANK BRI GIANYAR UNIT (Case Study at CV. Angga Sari Garmen).

Formulation of the problem

From the background above the authors formulate the problem as follows:

1. How is the implementation of credit restructuring for MSME debtors at Bank BRI Gianyar Unit Office?
2. What are the legal consequences for MSME debtors if the restructuring efforts are not successful?

II. METHOD

1.1.1 Research Methods and Problem Approach

In this study the authors used normative research methods, namely by examining written law from various aspects [Muhammad, \(2014\)](#). Normative legal research is a process to find a rule of law, legal principles, or legal doctrines to answer the legal issues at hand. With a statutory approach and a conceptual approach related to the problems in this study, to obtain comprehensive results this study was also supported by interviews from CV. Angga Sari Garmen and BRI Unit Gianyar Bank. Where the statutory approach is an approach taken by examining all laws and regulations that are related to the legal issues being handled.

1.1.2 Data Analysis Techniques

After all legal materials have been collected, both field data and library data are classified qualitatively and systematically according to the problems and analyzed with relevant theories, then conclusions are drawn to answer the problems. The legal material is presented in an analytical descriptive manner.

III. RESULT AND DISCUSSION

Implementation of Credit Restructuring for Micro, Small and Medium Enterprises Debtors at Bank BRI Gianyar Unit

The definition of micro, small and medium enterprises has been stated in Law Number 20 of 2008 concerning Micro, Small and Medium Enterprises. Mikro business is a production business owned by individuals and/or legal entities that meet micro business standards. Small business is an independent productive economic enterprise carried out by individuals or legal entities, not subsidiaries or branches that are directly or indirectly owned, controlled, or owned by the media or companies, not by subsidiaries or branches of companies that comply with this. required by law for small business standards.

The purpose of people's business credit is:

- a. To increase access to financing for MSMEs that carry out productive and viable business activities but are not yet bankable to the Executing Bank.
- b. Achievement of accelerated development of the real sector and empowerment of UMKMK in the framework of poverty alleviation/alleviation.

In the provisions of article 1234 of the Civil Code which states that: Every engagement is to give something, to do something, or not to do something. The agreement to lend and borrow money between the bank as a creditor and the borrower as a debtor within a certain period of time that has been mutually agreed upon and will pay off the debt with interest, compensation or profit sharing will be set forth in the Bank Credit Agreement. Bank credit agreements are not specifically regulated in the Civil Code, but include anonymous agreements in the Civil Code. Some legal experts are of the opinion that a bank credit agreement is essentially a loan agreement as stipulated in the Civil Code.

In connection with this, R. Subekti stated "in whatever form the bank credit agreement, everything that essentially occurs is a loan agreement as stipulated in the Civil Code Article 1754 with article 1769" [Subekti, \(2005\)](#).

Based on the understanding of the lending and borrowing agreement above, the party receiving the loan is obliged to return the goods borrowed in the same quantity and of the same quality within a certain period of time to the party providing the loan. The provisions in the loan agreement are the same as the provisions in the credit agreement.

The procedure for granting credit to MSMEs by PT Bank BRI Gianyar Unit goes through the following stages:

1. Request for credit, granting credit can be done by way of a request from a prospective debtor or an offer from the bank.
2. Submission of proposals, submission of proposals must be accompanied by other required documents. The credit agreement should contain: company history, purpose of taking credit, amount of credit and period of time, how to apply for credit repayments, credit guarantees. Furthermore, this proposal is accompanied by the required files such as: company establishment deed, company establishment deed, proof of identity (KTP) of managers and credit applicants, TDP (company registration), NPWP (taxpayer identification number), balance sheets and reports profit and loss for the last 3 years, a photocopy of a certificate used as collateral for credit, a list of income for individuals and a family card (KK) for individuals.
3. Investigation of loan files, the next stage is an investigation of the documents submitted by the credit applicant. The goal is to find out whether the file submitted is complete according to the requirements set.
4. Assessment of credit worthiness, in assessing whether or not a credit is disbursed, it is necessary to carry out a credit assessment. Assessment of a credit worthiness

can be done by using 5C. 5C in investigating loan files, namely: Character, Capacity, Capital, Collateral, Condition of Economy.

5. Interview First, this stage is an investigation of the prospective borrower by dealing directly with fellow borrowers.
6. On-site inspection (On the Spot), after obtaining confidence in the validity of the documents from the results of investigations and interviews, the next step is to conduct a review of the location that is the object of credit.
7. The second interview, the results of the field survey were matched with the documents from the first interview in the second interview. This interview is a file repair activity, if there may be deficiencies when it is carried out on the spot in the field.
8. Credit Decision
 - a. After carrying out various assessments starting from the completeness of the documents as well as the validity and authenticity of the documents as well as an assessment covering all aspects of the credit feasibility study, the next step is a credit decision [Kasmir, \(2022\)](#).
9. Signing of the Credit Agreement, before the credit is disbursed, the prospective customer first signs the credit agreement, then binds the credit guarantee with the agreement letter deemed necessary.
10. Realization of credit, after the credit contract is signed, the next step is to realize the credit.

Until now, banking institutions are still dominant as a source of investment and credit financing. To get credit, you must first enter into a credit agreement. The existence of guarantees is required in Law Number 10 of 1998 which is called collateral. The definition of collateral in Article 1131 of the Civil Code is called a general guarantee, namely: all movable and immovable property of the debtor, both existing and future, becomes collateral for the debtor's individual agreements.

Everyone who enters into an agreement certainly wishes that the agreement ends well and satisfies both parties, but the reality is not always like that, where one party cannot fulfill its obligations. If conditions like this occur, the most important thing for the policy of the credit agreement is the guarantee issue which is a measure of the ability of the credit recipient. Legal guarantees have a function to cover debts, because guarantees are a means of protection for creditors, namely certainty or repayment of the debtor's debt or the implementation of an achievement by the debtor.

In order to support the government to move the real sector, PT Bank BRI Gianyar Unit is one of the implementing banks that serves the provision of People's Business Credit (KUR) which has been established on 5 November 2007 by the President of the Republic of Indonesia. And then a circular letter was issued containing an explanation of the provisions for the implementation of the Kupedes KUR, hereinafter referred to as the Micro KUR.

Kur Micro is a working capital loan with a total exposure of up to RP. 5,000,000.- (five million rupiah) given to individual micro businesses served by the BRI Gianyar Unit, which the guarantor asks for the borrower. In the implementation of Micro KUR credit, the debtor, before giving credit to the debtor, first conducts a credit analysis. This is very important for creditors, because credit analysis is carried out to determine the level of ability and willingness of debtors to repay their credit to creditors.

In the KUR Micro credit agreement in PT. Bank BRI Gianyar Unit, if the debtor defaults or defaults, the creditor will make an initial approach to the debtor so that he wants to pay off the loan payment. If the efforts made by the creditor are not successful, then the creditor in accordance with the provisions of the circular letter will submit a claim to the guarantor, in this case the insurer. If the efforts made by the creditor are not successful, then the creditor in accordance with the provisions of the circular letter will submit a claim to the guarantor, in this case the insurer.

In practice, the micro business credit agreement in PT. Bank BRI Gianyar Unit if the debtor defaults or defaults and in the agreement there is no additional collateral, in

accordance with Circular Letter No: S.8-DIR/ADK/02/2008 dated 20 February 2008 concerning KUR Kupedes which underwent changes in the circular letter Nose : S.8a-DIR/ADK?02 2008 dated 24 April 2009 as well as several letters of explanation regarding the provisions for the implementation of KUR Kupedes, hereinafter referred to as KUR Micro.

Based on the circular letter, the provision of Micro KUR loans is guaranteed by the guarantor in this case as the insurance party, which later if the debtor defaults will be covered by the insurance by 70% of the credit platform and by the bank by 30%.

Legal Consequences for MSME Debtors If Restructuring Efforts Are Unsuccessful

Based on Article 1313 of the Civil Code it is stated that an agreement is an act in which one or more people bind themselves to one or more people. This creates a legal relationship between the two parties which will later lead to an agreement.

The terms of an agreement according to the provisions of Article 1320 of the Civil Code are:

1. Agree those who bind themselves
2. The ability to make an agreement
3. A certain thing
4. A lawful cause.

According to Julius Antonius (credit examiner) PT. Bank BRI Gianyar Unit, in the micro people's business credit agreement with PT. Bank BRI Gianyar Unit, also gives rise to rights and obligations which are described as follows:

1. The obligation of the creditor (PT Bank BRI Unit Gianyar) is to provide credit loans to debtors by first conducting an analysis and guided by the principles of 5 C and 4 P. The rights of the creditor (PT Bank Unit Gianyar), namely:
 - a. demand the return of credit that has been given to the debtor in accordance with the agreed agreement.
 - b. according to the guarantee according to the agreement if the debtor defaults or defaults.
2. Obligations of the debtor, namely: to pay off the debt to the creditor in accordance with the terms and timeframe already in the agreement. The right of the debtor is to receive money on a loan or credit from the creditor, to be able to return the money in stages according to the agreement.
3. The guarantor's obligations are; provide guarantees to creditors if the debtor defaults as long as the guarantor conditions are met.

The act of default has consequences for the rights of the aggrieved to sue the party who committed the default to provide compensation. This default action can occur because:

1. Deliberation;
2. Negligence;
3. No Error (no intention or negligence)

Efforts are being made to overcome default problems so that both parties wish in the credit agreement with follow-up by means of the 3R, namely: Rescheduling, Reconditioning, Restructuring, combination, and confiscation of collateral.

According to Ica Maharani, the Credit division of PT. Bank BRI Gianyar Unit, legal consequences if bad credit occurs, the bank should make legal efforts such as identifying bad credit as early as possible, carrying out credit rescue and infesting billing. If with these efforts the debtor is still unable to repay the debt, the next settlement is carried out by deliberation to reach a consensus to find a way out that both parties want.

If the rescue of bad credit or non-performing loans through restructuring fails, and the customer is still stubborn, the bank can take the final step, namely with Repossessed Collateral (AYDA). However, any form of credit restructuring will definitely have drawbacks and obstacles in its implementation. Usually the constraints faced are the need for costs such as sales tax, deed fees, and transfer of collateral certificate names in the form of land and buildings. The tax fee for buying and selling land is quite large, so who should pay it. Before the creditor takes over the debtor's collateral regarding arrears in payment and gives

a warning letter. The final step that can be taken is to provide a subpoena through the District Court.

CONCLUSION AND SUGGESTIONS

Conclusion

Based on the discussion of the research problems as presented above, it can be concluded as follows:

- a. At PT. Bank BRI Gianyar Unit Office in providing Micro KUR loans to debtors is guaranteed by a guarantor of 70% of the credit platform and 30% from the bank if the debtor defaults and there is no additional guarantee in accordance with the provisions of Circular Nose: S.8a-DIR/ADK/02 /2008. However, after the guarantee is given by the guarantor to the creditor, later the right to collect the repayment of the debtor's debt is transferred to the guarantor (subrogation), so that the debtor still has the obligation to pay off his debt.
- b. Debtors who are unable to repay their debts in the event of bad credit by identifying as early as possible the occurrence of bad credit and intensifying collection by taking into account the 5 C principles which consist of character, capacity, capital, collateral and conditions, conduct deliberations to reach a consensus by explaining one of the efforts to find The way out that both parties want (win-win solution) is the 3R (Rescheduling, Reconditioning, and Restructuring). The legal consequences for MSME debtors if the credit restructuring fails to pay off are: First, the restructured credit will return to the status of bad credit or non-performing loans. Second, the provisions regarding the rights and obligations of creditors and debtors in the credit restructuring agreement are also amended by renewing the credit restructuring agreement.

Suggestion

Suggestions that the author can give are:

- a) PT. Bank BRI Gianyar Unit in paying KUR Micro credit if the debtor defaults, it is recommended to apply the principle of specialization, namely the appointment of collateral objects specifically for use as collateral, both movable and immovable objects and clearly described in the agreement to avoid the presence of concurrent creditors.
- b) For legal certainty and positioning PT. Bank BRI Gianyar Unit is in an advantageous position in financing Micro KUR loans, there must be a special appointment of collateral objects so that the executorial rights over collateral objects can minimize bad loans caused by default debtors.

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