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Effectiveness and Obstacles in Bad Loans Settlement through a Simple Lawsuit at Bank Financial Institutions in the Semarang Region

Moch. Pring Musibatawi
Master of Law Student, Faculty of Law, Universitas Sebelas Maret, Surakarta, Indonesia
Moch. Najib Imanullah
Lecturer, Faculty of Law, Universitas Sebelas Maret, Surakarta, Indonesia

Abstract

This article discusses the effectiveness of simple lawsuits as an effort to settle bad loans at bank financial institutions in the Semarang region through simple civil law instruments, especially on obstacles to settlement of bad loans through simple lawsuits. The results of the discussion of settlement through a simple lawsuit in credit settlement using the theory of the legal system in measuring the effectiveness of the law with a cost and benefit legal economic analysis approach, it is known that credit settlement using a simple lawsuit can potentially lead to reducing bank profits in lending services, so that good internal banking policies are needed, as well as the judiciary which refers more to the cost and benefit analysis.

Keywords: ***Simple Lawsuit; Bad loans; Financial institutions.***

A. Background

The life of the Indonesian people today is growing rapidly, this is also supported by technological advances that can provide easy access to almost all fields which indirectly have also affected the needs of the community itself, both in terms of meeting the main life needs in the form of clothing and housing, as well as to meet their lifestyle needs. Based on what Bachtiar Effendi explained that Indonesian people in trying to meet the needs of life and to support their lifestyle often begins by opening a business or company, which sometimes in starting a business, the capital factor is the most important thing and one of the ways that are done by economic actors in the business sector by providing funds to support its business which done by using credit facilities. Especially at this time, the provision of credit facilities has become a priority or concern of the government by providing equal opportunities to all levels of society to obtain business capital or to facilitate production activities, including through the provision of bank credit.

According to Hermansyah, in the Journal of the Repertorium Volume IV No. July 2 - December 2017, as is known to be related to the implementation of national development in the provisions of Article 4 of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, it is determined that: "Indonesian banking aims to support the implementation of national development in the context of increasing equity, economic growth, and national stability towards increasing the welfare of the people at large". This provision is clear that banking institutions have an important and strategic role not only in moving the wheels of the national economy, but also be directed to be able to support the implementation of national development. Thus Abdul Kholiq Imron and Moch. Najib Imanullah in a journal article argues that this means that banking institutions must be able to act as agents of development in an effort to achieve these national goals and not become a burden and obstacle in the implementation of national development.

Article 1 paragraph (2) of Law Number 10 of 1998 concerning Amendments to Act Number 7 of 1992 concerning Banking states that a Bank is a business entity that collects funds from the public in the form of savings and distributes them to the public in the form of credit and/or other forms in order to improve the standard of living of the people at large. Based on the opinion of Rachmadi Usman, referring to the definition of Bank as mentioned above, in simple terms it can be said that the Bank functions as a "Financial Intermediary" with the main business activities of collecting and distributing public funds or transferring public funds from the Surplus Unit to the Deficit Unit or transferring money from savers to borrowers. Because the funds channeled into credit facilities are also the money from the public, it has become a must for every Financial Institution in carrying out its function as a credit distributor, when referring to Article 2 of Law Number 10 of 1998 concerning Amendments to Law Number 7 In 1992 concerning Banking, it was determined that the Indonesian banking sector in carrying out its business was based on economic democracy by using the principle of prudence.

The precautionary principle as referred to above, when used in the context of the credit distribution process, is in practice carried out before the Bank approves the application submitted by the prospective debtor in order to obtain credit facilities, where the Bank must perform a good analysis of the profile from the prospective debtor and the type of business to be financed. Meanwhile, if it is related to consumptive credit, then it is about the profile of the prospective debtor and the source of income from the prospective debtor itself. With a credit analysis and all its risks, a result will be obtained which if it contains a very large credit risk, the credit application from the prospective debtor will be rejected. On the other hand, if the results of the credit analysis at the beginning of the credit application have the results as expected by the Bank, then the credit application process can be continued by the Parties, in this case, the creditor and the debtor together based on good faith will make a credits agreement. Furthermore, the agreement will be stated in a credit agreement which regulates the rights and obligations of the Parties, such as the obligation of the Creditor to distribute credit at the agreed nominal amount to the Debtor and has the right to get a refund of the funds that have been distributed as agreed by the Parties. Meanwhile, the Debtor is

entitled to a mutually agreed credit and is obliged to return the credit facility that has been disbursed by the Bank in a mutually agreed manner within a certain period of time.

Through credit facilities carried out between the Bank's financial institution and the debtor, is ideally can provide mutual benefits and advantages, both for the bank's financial institution in terms of interest income and for the debtor itself, which if the credit facility received is related to business credit, then the business profit pioneered can get business capital and if the credit facility they receive is related to consumer credit, the debtor will benefit in terms of meeting other needs that are used as the reason for applying for the credit. However, in practice, it is not uncommon for a loan that has been disbursed by a bank financial institution to experience problems in the future, some even fall into the category of bad credit.

The existence of a problem in the credit that has been channeled to the debtor, the Bank as a financial institution, has various ways of handling such as coaching in the form of billing, both in the form of notification through letters and electronic communication media, as well as direct visits to the debtor itself. In addition, the Bank also provides solutions by restructuring credit related to payment methods and extending credit terms. As explained in Chapter I General Provisions Article 1 Number 25 of the Financial Services Authority (Otoritas Jasa Keuangan) Regulation Number 40/POJK.03/2019 concerning Asset Quality Assessment of Commercial Banks, credit restructuring is an improvement effort carried out by Banks in credit activities for debtors who have difficulty fulfilling their obligations. However, in the credit restructuring process, the Bank must still pay attention to the provisions of Article 53 of the Financial Services Authority Regulation Number 40/POJK.03/2019 concerning Asset Quality Assessment of Commercial Banks, where there is a clear limitation that the Bank can only restructure credit to debtors who meet the criteria. There are 2 criteria, first, the Debtor has difficulty paying the principal and/or interest on the credit; Second, the debtor still has good business prospects and is considered capable of fulfilling obligations after the loan is restructured.

At first glance, with the various ways of handling it, a credit can be re-normalized in credit quality, but not infrequently there are still some loans which in the end still fall into the category of bad loans. Related this, Sutarno gave an argument that, so that in solving the problem of bad loans, the Bank was forced to choose the settlement of bad loans through the execution of credit guarantees, as explained about the function of collateral in credit analysis, it is very important, namely to give rights and powers to creditors in obtaining repayment of the proceeds from the sale of the collateral goods if the debtor does not pay off his debts at a predetermined time. Regarding collateral from debtors to creditors, there is a tendency for bank financial institutions regarding assets that can be used as collateral for debts to material guarantees in the form of land, considering that the economic value of land has never decreased yet on the contrary increased every year, especially if the location of the land is in a strategic location and eversince the enactment of Law Number 4 of 1996 concerning Mortgage on Land and Objects Related to Land on April 9, 1996, the binding of the object of collateral for debt in the form of land is fully carried out through a mortgage

guarantee institution. Furthermore, Article 4 jo. Article 27 of Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land determines land rights that can be used as collateral, namely Property Rights; Cultivation Rights; Building rights; Right of Use on State land which according to the applicable provisions must be registered and according to its nature can be transferred; and Ownership of Flat Units.

Irma Devita Purnamasari explained that, as a guarantee for the fulfillment of the debtor's obligations to the creditor, the mortgage has special characteristics and characteristics, namely: 1) Mortgage rights are giving preference rights (droit de preference) or position that takes precedence to certain creditors over other creditors; 2) Mortgage follows where the object is (droit de suite). Even though the land encumbered with the Mortgage Right is transferred to another party or person in any way (sold, inherited, granted, etc.), the mortgage is still attached to the land as long as it has not been abolished (in practice it is known as "*dilakukan Roya*") by The Mortgage Holder. 3) Mortgage cannot be divided unless previously agreed. Mortgage rights cannot be set only attached to a part of the plot of land or part of the house, but attached to the entire part of the land or house. However, it can also be agreed that the Mortgage which burdens several parcels of land can be written off in part in accordance with the proportion of repayment of credit facilities made by the Debtor. In practice, it is also known as *Roya Parsial*; Mortgage can be used to guarantee existing or future debts; Mortgage has Executive Power; Mortgage has the nature of specialty and publicity.

As has been explained regarding the special characteristics and natures of Mortgage, the position of Mortgage for Creditors as Mortgage Holders is able to provide privileged legal protection, in this case providing Preference Rights (droit de preference). In the sense that if the debtor is in default, the creditor holding the Mortgage Right has the right to sell through a public auction the land that is used as collateral according to the provisions of the relevant regulations, with prior rights over other creditors. This priority position certainly does not reduce the preference for state receivables according to the applicable legal provisions.

Article 14 Paragraphs (2) and (3) of Law Number 4 of 1996 concerning Mortgage Rights on Land and Objects Related to Land, states that in the Mortgage Certificate there is head of court decisions "*Demi Keadilan Berdasarkan Ketuhanan Yang Maha Esa*", wherein the presence of these head of court decisions, it has the same executorial power as a court decision which has permanent legal force and is valid as a substitute for the *grosse Acte Hypotheek* as far as land rights are concerned. So, if in the future the Debtor is unable to make payments as agreed or is in breach of contract against the credit agreement, the Creditor can immediately execute the guarantee to take payment of the outstanding receivables by the Debtor without having to file a civil lawsuit against the debtor or it can be done without an execution order from the Head of the District Court (*fiat eksekusi*). With the executorial legal force in the Mortgage Certificate, before 2019, Bank X Regional Semarang prioritizes the settlement of bad loans through an auction for the execution of mortgage rights against credit guarantees with an average completion of approximately 6

months on condition that there is no lawsuit that Opposition filed by the Debtor or other third parties. If there is a lawsuit against the Debtor or other third parties, even up to a cessation trial, it can last for more than 1 year or more. Of course, in a business organization, this is not profitable for the Bank as a creditor, especially as the initial information available, against bad loans which were settled through the Mortgage Execution auction by Bank X Regional Semarang, has the potential to cause new problems in the form of a lawsuit against either the debtor itself or related third parties, which arise after the execution of mortgage rights.

After the issuance of Supreme Court Regulation Number 2 of 2015 concerning Procedures for Settlement of Simple Lawsuits as amended by Supreme Court Regulation Number 4 of 2019 concerning Amendments to Supreme Court Regulation Number 2 of 2015 concerning Procedures for Settlement of Simple Lawsuits, Bank X Regional Semarang in addition to executing rights Depending on credit guarantees as an effort to settle bad loans, the Bank also takes other legal remedies by filing a Simple Lawsuit against the debtor entangled the bad credit, to the legally competent District Court.

The choice of law to resolve problems regarding bad loans at the bank is very influential on the business organization and the soundness of the bank's financial institution and of course, it is also related to the good name of the bank's financial institution itself in the eyes of the public (customers). Through the right choice of a legal settlement, it can have a double effect, in addition to maintaining the health of the bank, it can also provide effectiveness and efficiency in the management of bad credit cases at the bank. Based on the description on the background above, the researchers are interested in researching and studying more deeply about the reasons behind the bank's financial institutions related to the choice of settlement of bad loans made through a Simple Lawsuit, not only through the auction of Mortgage execution. Therefore, based on the description above, the legal issue that will be discussed in this article is "what are the obstacles faced in the process of resolving bad loans at bank financial institutions in the Semarang Region through a Simple Lawsuit?"

B. Obstacles Faced in the Process of Settlement of Bad Loans at Bank Financial Institutions in the Semarang Region through a Simple Lawsuit.

In terms of carrying out efforts to resolve bad or problem loans, certainly, there are obstacles in its implementation. In this case, the author will use the theory of legal effectiveness in analyzing the things that are obstacles in resolving bad loans through civil law instruments, namely simple lawsuits.

According to Soerjono Soekanto, explaining the Legal Effectiveness Theory as a rule is a benchmark regarding appropriate attitudes or behavior. The method of thinking used is a deductive-rational method, giving rise to a dogmatic way of thinking. On the other hand, there are those who view the law as an attitude of action or regular behavior. The method of thinking used is inductive-empirical so that the law is seen as an act that is repeated in the same form, which has a specific purpose. While the legal theory in analyzing the

effectiveness of the law used is the legal system proposed by M. Friedman which measures the effectiveness of the law using three components of the legal subsystem, namely substance, structure, and culture. If the legal effectiveness is analyzed using the legal system theory proposed by M. Friedman related to the settlement of bad loans using a simple civil lawsuit legal instrument, it will be started first from the substance aspect.

The problem with resolving bad loans through a simple civil lawsuit from the perspective of legal substance is that it lies in the instrument of Supreme Court Regulation No. 2 of 2015 in conjunction with Supreme Court Regulation No. 4 of 2019 (hereinafter referred to as PERMA No. 4 of 2019) which is the implementation of the Civil Procedure Code (HIR and RBg). However, if examined more deeply, then PERMA No. 4 of 2019 still have discrepancies with the Civil Procedure Law as regulated in HIR and RBg, especially in terms of: (1) The requirements for the plaintiff and the defendant must be in the same court domicile to be able to use a simple lawsuit mechanism which not in line with the principle of filing a lawsuit in the ordinary Civil Procedure Code which recognizes the principle of *actor sequitur forum rei*, namely that the lawsuit is submitted to a court that controls the legal area where the defendant lives; (2) There is no legal remedy against the judge's decision stating that the lawsuit is not a simple lawsuit at the preliminary examination nor is it in accordance with the principles of proof and the principle of passive judges that has been adopted by the Civil Procedure Code; (3) The inability to file claims for provisions, exceptions, conventions, interventions, replicas, duplications or conclusions indeed shows that the judicial process has become simpler, but on the one hand it also shows that it no longer provides opportunities for the parties in litigation to defend their rights with application petitionsother than that regulated by the PERMA. In addition, in particular, it is not allowed to have exceptions in the response letter wherein the Civil Procedure Code the principle of listening to both parties is known (the principle of *audi et alteram partem*).

Based on the data in the field, the obstacles in filing a simple lawsuit in a default case in the form of bad credit through a simple lawsuit in the District Court are as follows: (a) The provision that the disputing parties must be in the same area and if the plaintiff is different from the domicile the defendant, the plaintiff in filing a lawsuit appoints a proxy who is usually a legal representative. This of course can be a barrier to the principle of efficiency in operating costs for justice seekers who wish to file a simple lawsuit but are domiciled in a different area from the Defendant; (b) In practice it is not easy to determine that the case submitted by the plaintiff is purely a simple case, because there must be a connection with other disputed objects; (c) In a simple lawsuit it is stated that there are no exceptions in the response letter; and (d) PERMA No. 4 of 2019 explains that there are still efforts in objections to make a decision in a simple lawsuit, even though the decision on the objection as stipulated in PERMA No. 4 of 2019, this closes the possibility of an opportunity to file an appeal, cassation or review. So that the settlement of bad debts through a simple lawsuit will still take quite a lot of time and costs and this is not profitable in terms of cost and benefit aspects considering that the economic approach provides a scientific basis for predicting the usefulness of a legal or another regulatory instrument in achieving goals calculated by

analogy "If the price of an item is high or expensive, then the number of people who buy it is predicted to be small". in this case R. H. Coase said This is also based on the theory put forward by Guido Calabresi who wrote "The Costs of Accidents-A Legal and Economic Analysis" which analyzes the costs due to accidents. These costs are primary costs (medicine and damage to goods), another opinion described by Richard A. Posner, that secondary costs (economic costs incurred when failing to compensate victims), and tertiary costs (costs of anticipating losses, primary and secondary costs). So that policymakers need to determine the most appropriate policy legally and economically to minimize accidents and compensate accident victims by considering these costs. Considering that the cost of an attorney for the district court requires a large amount of money and not to mention the addition of the registration fee for the simple lawsuit.

Thus, of course, in terms of costs and benefits, the settlement of bad loans using a simple lawsuit cannot guarantee that the banking world will get a profit. Based on data from the field at Bank X in the Semarang region, Central Java, it was noted that the settlement of bad loans in 2020, especially during this pandemic, increased significantly. Based on the Banking Industry Profile Report for the first quarter of 2020 by OJK, they are as follows:

Credit Quality (Rp T)	Mar 19	Dec 19	Mar 20	Portion (%)	QtQ		YOY	
					Dec 19	Mar 20	Mar 19	Mar 20
Good credit (*lancar*)	4.863	5.190	5.178	90.65	2.45	-0.24	11.89	6.47
- Non Restru	4.751	5.059	5.050	88.41	2.46	0.19	12.15	6.30
- Restru	112	131	128	2.24	1.88	-2.15	1.94	13.85
DPK	295	285	376	6.58	-8.46	31.92	10.82	27.33
Less Good Credit (*kurang lancar*)	16	23	26	0.45	0.34	11.17	-18.78	58.08
Doubtful (*Diragukan*)	24	27	26	0.46	48.95	-3.93	-4.35	10.51
Bad Credit (*macet*)	93	91	106	1.86	-13.08	16.33	8.54	14.42
NPL Nominal %	133	142	158		-3.36	11.61	1.88	19.10
RPL Ratio %	2.51	2.53	2.77		--13	25	-24	26
Loan at Risk (Kual 2 + Restruk Kual 1)	408	443	504		0.80	13.70	8.23	23.61
Loan Ratio at Risk %	7.70	7.89	8.82		-7	93	-24	112
Total Credit	5.291	5.617	5.712		1.68	1.69	11.55	7.95

Source: SPI March 2020

Based on the table above, with the large number of bad loans related to the settlement of bad loans through a simple lawsuit through the courts with costs and benefits, of course it will cost quite a lot and even have the potential to harm banks in terms of economic analysis. Fajar Sugianto explained that, in the concept of economics, a person performs a cost-benefit analysis in making decisions and acting. This is because someone is assumed to be rational to want to produce the maximum benefit. Then, Fajar Sugianto explained considering in the cost-benefit analysis (CBA), an action is assumed when the profit earned is higher than the loss or costs incurred based on it. Based on the table above, with the large number of bad loans related to the settlement of bad loans through a simple lawsuit through the courts with costs and benefits, of course it will cost quite a lot and even have the potential to harm banks in terms of economic analysis. In the concept of economics, a

person performs a cost-benefit analysis in making decisions and acting. This is because someone is assumed to be rational to want to produce the maximum benefit. Considering in the cost-benefit analysis (CBA), an action is assumed when the profit earned is higher than the loss or costs incurred based on it, the costs for settling bad loans using a simple lawsuit have the potential to reduce the profits of banking profits due to the costs of litigation through a simple lawsuit is quite large. Because the costs in the form of judicial operations are still quite large in the condition that the parties to the dispute have different domiciles. Efforts to overcome obstacles in filing a simple lawsuit in a default case in the District Court are to make several improvements (revisions) to PERMA No. 4 of 2019 concerning Procedures for Settlement of Simple Lawsuits, especially regarding legal domicile, use of legal counsel, legal remedies for stipulations the judge who states that the lawsuit is not a simple lawsuit, sorting out the lawsuit carefully.

Meanwhile, in the analysis of the structural aspects of the effectiveness of the settlement of bad loans through a simple lawsuit in the civil realm. The legal structure concerns the law-implementing institutions (institute), the authority of the institutions and personnel (law enforcement officers). One of the subsystems that need attention at this time is the legal structure. This is because the legal structure has a strong influence on the color of legal culture. In this case, the internal structure of banking factors will be analyzed which are the factors causing the occurrence of bad loans and eternal banking in the settlement of bad loans through simple lawsuits. From an internal banking perspective, based on data from the banking field in Semarang, Central Java, Indonesia. .....In analyzing this legal structure related to bad loans banking credit, of course it needs to be analyzed starting from the relevant parties from the account officer (AO) as the department that offers credit to the public to the legal division (Legal Div) and the collection department. Regarding this case, Laily, Muhammad Ichwan Noer explained considering that in the process of granting credit, of course, there is a feasibility analysis of providing credit to prospective debtors. In this analysis, known as the 5C criteria, is an assessment of Character, Capacity, Capital, Collateral, and Condition of Economy. Considering that in the provision of credit it affects Non-Performing Loans in order to assess the Bank's Soundness Level because the 5C Principle Assessment is a procedure that must be carried out by bank officials in terms of credit analysis before making credit decisions and to avoid the occurrence of Non-Performing Loans (bad loans).

Based on field data obtained from the author at Bank X Regional Semarang, Central Java, Indonesia, in 2019-2020 bad loans experienced an increase due to the lack of thoroughness and selectiveness of officers (AO) in the credit analysis process and making decisions on credit realization to debtor candidates. In addition, in terms of internal control, an internal control unit team for the credit department must be formed to analyze whether or not the credit is appropriate carefully. Whereas the cause of bad loans can be caused by the high credit loans given to debtors and also the interest rate of 24%, which is considered too large by the debtor, as well as weak supervision and monitoring from the Account Officer (AO) are the main causes of bad loans. Supervision of AO must also be a concern for the

company because it is still not thorough and not selective when giving approval for credit realization to prospective debtors. In addition, the account officer does not pay close attention to check the truth and originality of documents such as credit application letters, photocopies of identity cards, marriage certificates, family cards, salary slips, and photocopies of guarantee letters. The cause of bad loans also occurred due to fraud between prospective debtors and account officers, so the analysis carried out by AO was only a formality and not objective. So, every credit application received must be analyzed carefully to assess whether or not the credit is appropriate.

So that internal obstacle arises from problems in banking institutions, including the poor performance system of banking institutions. These internal obstacles include:

1) Expansive credit policy;
2) Analysis (appraisal) that is less accurate so that the amount of credit loans is not in accordance with the collateral;
3) Deviations in the implementation of credit procedures;
4) Bad faith from the owner, manager, or employee of the creditor;
5) Weak credit administration and supervision systems as well as weak non-performing credit information systems.

While the external legal structure related to the settlement of bad loans through a simple lawsuit is the regional banking office in Semarang, Central Java, there are 25 branch offices that oversee about 400 units in each district city in Central Java. As is known in Central Java itself, it is known that there are 20 (twenty) District Courts. If a simple lawsuit is filed, it has the potential to harm banks, considering the costs that need to be incurred for court operations if analyzed through the theory of cost and benefit in relation to attorney fees for filing for settlement of bad loans through a simple lawsuit in which the parties have different domiciles, which of course will reduce the percentage of banking profits.

Meanwhile, in the problem of settling bad loans through a simple lawsuit based on the perspective of the legal system culture. Legal culture is a mental attitude that determines how the law is used, avoided, or even abused. Legal structures that are not able to move the legal system will create disobedience to the law. Thus the legal structure that abuses the law will give birth to a culture of twisting and abusing the law. The running of the legal structure is very dependent on the implementer, namely law enforcement officials.[1] Based on interviews with several employees of bank X Semarang, Central Java. The author concludes that banking in resolving bad loans is more likely to choose a judicial institution than other institutions such as Arbitration (BANI). This is because BANI's location is only in Jakarta. So that the policymakers of credit settlement at the bank prioritize the judiciary because its location can be reached by the bank or the debtor.

C. Conclusion: Based on the results of empirical research, it is concluded that the obstacles to settlement of bad loans through a simple lawsuit in the realm of civil law in the

[1] Lutfil Ansori.2017. *Reformasi Penegakan Hukum Perspektif Hukum Progresif*. Jurnal Yuridis Vol. 4 No. 2, December 2017. p 150-151

perspective of the effectiveness of the legal system components of substance, structure, culture which are then analyzed using the theory of an economic approach in the form of cost and benefit can potentially reduce the profits of the banking world in lending services. This is because the operational costs of settlement in the judiciary will certainly require considerable costs. Thus, there is urgently needed for banking policies and judicial institutions in resolving bad loans, either with win-win solutions or efficient and effective policies.

Bibliography:

Books

Bachtiar Effendi. 1993. *Kumpulan Tulisan Tentang Hukum Tanah*. Bandung: Alumni.

Fajar Sugianto. 2013. *Economic Approach to Law*. Jakarta: Kencana.

Irma Devita Purnamasari. 2012. *kiat-kiat cerda, mudah, dan bijak memahami masalah Hukum Jaminan Perbankan*, Bandung: Kaifa

Laily, Muhammad Ichwan Noer. 2014. Analisis Prinsip 5C Terhadap Pemberian Kredit (Kredit Menengah, Kredit Kecil, Kredit Mikro) Dan Kaitannya dengan Non Perfoarming Loan Pada PT. Bank UMKM BPR Jatim Cabang Lumajang. Skripsi. Program Studi Fakultas Ekonomi. Jember.

Rachmadi Usman. 2001. *Aspek Aspek Hukum Perbankan di Indonesia*,.Jakarta: PT. Gramedia Pustaka Utama

Richard A. Posner, Book Review (reviewing Guido Calabresi, The Cost of Accidents: A Legal and Economic Analysis (1970), http://chicagounbound.uchicago.edu/cgi/viewcontent.cgi?article=5309&context=journal_articles

Soerjono Soekanto. 1988. *Efektifitas Hukum Dan Peranan Sanksi*. Jakarta: CV Remdja Karya.

Sutarno. 2003. *Aspek-Aspek Hukum Perkreditan pada Bank*. Jakarta: Alfabeta

Journals

Lutfil Ansori.2017. *Reformasi Penegakan Hukum Perspektif Hukum Progresif*. Jurnal Yuridis Vol. 4 No. 2, December 2017

R. H. Coase, The Problem of Social Cost, Journal of Law and Economics, Vol. 3. (Oct., 1960), accessed on http://www.econ.ucsb.edu/~tedb/Courses/UCSBpf/readings/coase.pdf

Abdul Kholiq Imron, Moch. Najib Imanullah. "*Pembebanan Hak Tanggungan Terhadap Objek Tanah Yang Belum Terdaftar Bersamaan Permohonan Pendaftaran Tanah Pertama Kali"*, Jurnal Repertorium Volume IV No. 2 July - December 2017

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a+tengah&rflfq=1&num=10&ved=2ahUKEwjRqIGg5_3yAhUymeYKHco5BJsQtgN6BAgGEAM#rlfi=hd:;si:;mv:[[-4.328566941796631,115.56839631718749],[-8.834823899999876,105.17532991093749],null,[-6.586810269205676,110.37186311406249],7 accessed on September 14 2021