LEGAL SPIRIT

E-ISSN : 1978-2608 Volume 9, (2), 2025

Legal Liability In Banking Credit Agreements Against Defaulting Debtors In Indonesia

Daniel Mubarach

Faculty of Law, Economic Law, University of Indonesia, email: dnlmubarach@gmail.com

ABSTRACT

Humans are social creatures who depend on mutual assistance to achieve their goals. Effective communication is essential to convey one's thoughts and emotions to others. Relationships can also form between individuals and financial institutions such as banks, where individuals have the opportunity to request loans and credit. However, borrowers often fail to fulfill their obligations and as a result face fines for late payments. The lack of self-confidence resulting from these lies makes it more difficult for a person to face the legal consequences of their actions. This investigation focuses on the legal consequences of bank credit agreements and the legal obligations that arise if the debtor fails to pay. This article seeks to explain the procedures required to recover a failed debit transaction and the legal obligations that arise as a consequence. The research methodology used combines a normative juridical approach and descriptive elements. The findings of this research are based on legal interpretations of banking laws and the legal responsibilities involved in resolving issues related to failed debit card payments. Mediation is an alternative to direct negotiations between disputing parties, which aims to facilitate resolution. Suppose the mediation process is unsuccessful in resolving the dispute. In that case, the next action is to hand the case over to a judge to be resolved according to the agreement between the parties. Mediation is an alternative to direct negotiation between the parties to a dispute, which aims to facilitate settlement. If the mediation process fails to resolve the dispute, the next course of action is to refer the case to a judge for resolution in accordance with the parties' agreement.

Keywords	*Legal Liability; Banking credit; Default*
Cite This Paper	Mubarach, D. (2025). Legal Liability In Banking Credit Agreements Against Defaulting Debtors In Indonesia. Legal Spirit, 9(2).
Manuscript History: *Received:* April 30, 2024 *Accepted:* June 9, 2025 *Corresponding Author:* Daniel Mubarach, dnlmubarach@gmail.com	Legal Spirit is *Licensed under a Creative Commons Attribution-ShareAlike 4.0 International License* **Indexed:** **Layout Version:** V8.2024

PRELIMINARY

Humans are a social entity that relies on the cooperation of 1ts members to achieve its goals. Communicating in interpersonal relationships is essential for expressing thoughts and feelings that develop as a result of intellectual engagement. Since humans are social beings, they need to understand their place in society. The creation of vows and oaths is an integral part of human life. To the extent that the actions of one or more persons affect another person or persons, the agreement falls within the scope of the Criminal Code (KUHP). All parties must have their respective consent to carry out the agreement by the requirements of Article 1320 of the Criminal Code.[1]

Each party to a contract may forget or be unable to fulfill the obligations promised to the other party, this situation is known as default. Default is the inability of all parties to a contract, either due to the terms of the agreement or the law, to carry out the performance or obligations agreed by the parties.[2]

In the context of everyday social life, a contract is more than just an exchange of words between two people.[3] When it comes to borrowing money, individuals and banks can also agree. The financial system in many countries relies heavily on the performance of banking institutions. People bring their money to banks for deposit for various reasons. In terms of moving money from savers to borrowers, the banking industry acts as a "financial intermediary", collecting and allocating funds from the general public.

Article 1 paragraph 2 of Banking Law Number 10 of 1998 defines a bank as "a business entity that collects funds from the public in various forms, including credit, and other forms, intending to improve the standard of living of the community in general" 3 In Article 1 point 11 of Law Number 10 of 1998 concerning banking, it is explained that banking in its activities aims to meet the needs of the community in the form of loans, namely credit. Credit can be defined as the act of providing funds, bills, or similar forms of obligation based on agreements or agreements to provide credit loans between a bank and another party. In this agreement, the party who borrows the funds must repay the debt within the agreed period.

Referring to the Article, it can be concluded that credit is a form of lending and borrowing agreement involving banks as lenders (creditors) and customers as credit recipients (debtors). The bank provides credit to customers with an agreement regarding the period of payment to be made in full by the agreement. The agreement between the bank and the customer will create a relationship involving debt. In this context, the debtor (customer) must repay all debts that have been agreed with the creditor (bank) based on the terms and conditions that have been agreed by both parties. This credit agreement serves as the main agreement that can cancel or override other related agreements.[4]

In addition, this agreement serves as evidence that outlines the limits of rights and obligations between creditors and debtors. In a credit agreement, there are provisions regarding the terms, collateral, and types of credit provided by the bank. However, in practice, not all customers who borrow credit from banks can return it according to the agreed period. When customers fail to fulfill their promises and do not fulfill their obligations as debtors to creditors, this is referred to as default or breach of promise.[5]

METHOD

This normative legal research relies on primary and secondary data relevant to the research topic.[6] Secondary data involves official documents, books, as well as research results such as reports, and the like. In addition, primary legal data, in the form of District Court Decision Number 54/Pdt.G/2021/PN.Soe, was also used in this research. Secondary data sources were obtained from books and journals related to the research topic, namely "Legal Responsibility in Banking Credit Agreement against defaulting debtors."

---

[1] D.Y Witanto. (2015). *Hukum Jaminan Fidusia dalam Perjanjijan Pembiayaan Konsumen*, Bandung: CV. Mandar Maju, 31

[2] Abdulkadir Muhammad. (2010). *Hukum Perdata Indonesia*. Jakarta: Citra Aditya Bakti, 234

[3] Alvito Raihandany Karim. (2024). Analisis Pilihan Hukum Kontrak Internasional ditinjau dari Core Convention HCHH Principle on Choice of Law International Comercial. Causa: Jurnal Hukum dan Kewarganegaraan, 2 (24), 1-12

[4] Marsella Chintya Fatmawati. (2023). Perlindungan Konsumen dalam Perjanjian Kredit Perbankan Sesuai dengan Prinsip Proporsionalitas menurut Hukum Indonesia. SYARIAH: Jurnal Ilmu Hukum, 1(2), 351-358

[5] Riko Kurnia Putra, et.al. (2016). Gugatan Wanprestasi Atas Putusan Akta Perdamaian di Pengadilan Negeri Semarang Putusan Nomor 436/Pdt.G/2014/PN Smg, Diponegoro Law Journal. 5 (3), 1-21

[6] Lexy J. Moleong. (2007). *Metodologi Penelitian Kualitatif.* Bandung: PT Rosdakarya, 28

In conducting the analysis, this research applies a qualitative approach that focuses on normative aspects with a descriptive analysis method. A descriptive approach is used to describe data as comprehensively as possible about individuals and related phenomena. The main purpose of this approach is to obtain an accurate picture based on the data that has been obtained and connect information to achieve a deeper understanding.6 This research uses a data collection method in the form of a literature study, which aims to explore the theory of the study based on relevant laws, principles, doctrines, and legal rules from primary legal materials and secondary legal materials.[7]

RESULT AND DISCUSSION

The Overview of Default Practice

"Default" is a term derived from the Dutch language, where "wan" means " and "achievement" refers to "obligation." Therefore, "default" can be interpreted as non-fulfillment of obligations or poor performance.[8] According to A bdul Kadir Muhammad, default refers to an act that does not fulfill the obligations that should be undertaken in an agreement, both agreements arising from agreements and those regulated by law.

Mariam Darus Badrulzaman explains that the legal consequences of default can befall the debtor if he does not fulfill his obligations. These consequences can be in the form of reimbursement of costs, compensation for losses, and payment of interest.[9] Costs refer to all real expenses that have been incurred by the creditor. Losses include the negative consequences experienced by the creditor due to the debtor's negligence or the actual losses that arise when an agreement is breached, such as a default. Interest is the profit expected by the creditor but not received due to the debtor's default.

The elements of default are regulated in Article 1320 of the Civil Code. First, there is a valid agreement. Second, there is a mistake that can be caused by negligence or intent. Third, there is a loss caused by the mistake. Fourth, sanctions in the form of an obligation to pay compensation. Fifth, default can lead to cancellation of the agreement, transfer of risk, and payment of court costs if the matter is brought to court. Default emphasizes the debtor's failure to fulfill his obligations.

Article 1313 explains that an agreement is an act in which one or more people bind themselves to one or more other people. In other words, an agreement creates mutually binding obligations between the parties involved. In the context described in the background, this agreement covers the relationship between banking institutions as creditors and individuals or legal entities as debtors. A credit agreement is a type of agreement that often occurs when a customer, acting as a borrower, agrees with a banking institution.[10]

The origin of the word "credit" comes from the Latin word "credere," which means "to believe." In the context of a credit agreement, the creditor is the party that provides credit or loans, and is related to the borrower, the debtor. As time goes by, Lending occurs because people need access to additional funds, both in their daily lives and in the business world. In a loan agreement, the loaned goods or funds are considered the property of the borrower and must be returned in the same form to the lender. This is due to the "real" nature of the credit agreement, which means that the transfer of money by the bank as the creditor to the customer as the debtor 1s important in the credit agreement.

---

[7] Jonaedi Efendi and Prasetijo Rijadi. (2022). Metode Penelitian Hukum Normatif dan Empiris: 2nd ed. Jakarta: Prenada Media, 194

[8] William Andrew Sectionardo, Putra Hutomo, & Iran Sahril. (2024). Kepastian Hukum Pelaksanaan Putusan Verstek Terkait Wanprestasi Perjanjian Kredit Perbankan Terhadap Debitor yang Tidak Diketahui Keberadaannya. Jurnal Hukum to-Ra, 10(1), 1–17.

[9] Mariam Darus Badrulzaman. (2001). Kompilasi Hukum Perikatan, Bandung: PT. Citra Aditya,28

[10] Marsheila Audrey Nuralisha and Siti Mahmudah. (2023). Tinjauan Yuridis Tanggung Jawab Hukum dalam Perjanjian Kredit Perbankan Apabila Debitur Wanprestasi. Al-Manhaj: Hukum dan Pranata Sosial Islam, 5 (1). 277-290

Juridical Review of Legal Regulations Related to Credit Agreements in Banking

An individual can be said to have defaulted in an agreement if he fails to fulfill the agreed-upon performance. Based on Article 1238 of the Civil Code, it is stated that "The debtor is negligent if he has been declared negligent by warrant or by a deed of the same kind, or by his agreement if he stipulates that the debtor must be deemed negligent by the lapse of the specified time." Thus, if a summons or in *gebreke stelling* has been made by the creditor or bailiff three times and the debtor ignores it, it can be considered that the debtor has defaulted. However, if the summons are ignored, the creditor has the right to take the matter to court.[11] Somasi itself, by Article 1238 of the Civil Code, can be done in three forms, namely:

a A warrant: This is a form of subpoena granted by a judge in the form of an order. In this case, the bailiff will verbally inform the debtor when he must fulfill his performance. This process is called "bailiff exploit."
b Deed: A deed of subpoena can be either an underhand deed or a deed made by a notary public.
c Through the agreement itself: A subpoena can be implied in the agreement, i.e. when the creditor has specified in the agreement when the default is deemed to have occurred.

According to Law Number 10 of 1998, Article 1, point 11, the definition of credit is as follows: Credit is the activity of providing money or bills equivalent to money, based on borrowing and lending agreements or agreements made by banks and various other parties, which require the borrowing party to make debt repayments after a certain period with interest payments.

In a credit agreement, there are important elements, the first of which is the provision of money or bills that can be considered equivalent to the provision of money. This provision is made by the bank, which has the authority to provide funds after obtaining approval to provide a certain amount of funds, which is then referred to as the initial credit amount or credit ceiling.

The second element includes the lending agreements that banks enter into with various other parties. This agreement is manifested in the form of a credit agreement, and it is the provision that governs the relationship between the debtor and the creditor. The third element is the existence of an obligation to repay the debt, which requires the borrower to pay and return the loan obtained from the creditor by the terms agreed by both parties.

The fourth element involves a certain period, which has been determined in the credit agreement which is a period that must be followed by the parties. The fifth element is the provision of credit interest, which is a form of money loan given at a certain interest rate set by the bank as a creditor. According to Law No. 13/1968 on Central Banks, banks must promote sound development in credit matters and at the same time are responsible for supervising such credit matters. Therefore, the bank is authorized to set various quantitative limits in the field of credit.

The regulation also clarifies that banks, in granting liquidity loans, must accept repossessions, take collateral in the form of securities, and accept acceptances under conditions set by the bank, as stipulated in Article 32 paragraph (2). Before granting credit, banks are required to analyze the ability of debtors to fulfill their obligations by the agreed agreement. After credit is granted, banks will monitor the use of credit, as well as the ability and compliance of debtors in paying according to their obligations.[12]

Banks also must review, assess, and secure collateral or guarantees, as stipulated in Article 8 of Law Number 10 of 1998. The regulation of bank credit has been regulated in Law

[11] Pamela Cleopatra Sajow and Tommy F. Sumakul. (2022). Kajian Yuridis Debitur yang Melakukan Wanprestasi Dalam Perjanjian Kredit Dengan Pembebanan Hak Tanggungan. Lex Privatum, 9 (1), 172-182
[12] Trianda Lestari, et.al. (2024). Analisis Kasus Wanprestasi Antara Debitur Dan Kreditur Terhadap Perjanjian Pinjaman Kredit Bank Studi Kasus Putusan (Nomor 5/PDT.G.S/2023/PN.BTG). Terang: Jurnal Kajian Ilmu Sosial, Politik Dan Hukum, 1(1), 126–137

No. 10 of 1998, which replaced Law No. 7 of 1992 regarding Banking. Article 1 point 11 of Law Number 10 of 1998 explains that credit is the provision of money based on an agreement between the borrower and the bank, which requires the borrower to repay the debt after a certain period with interest payments.

Legal Liability in Credit Agreements Against Defaulting Debtors

Legal responsibility can be defined as an obligation that must be assumed if there is a claim, determination of guilt, or case that can be imposed on someone. Responsibility also includes obligations that must be carried out as a result of the actions or requests of other parties. According to the Legal Dictionary, responsibility refers to a person's obligation to do what is required by another party. The concept of rights is also related to the concept of obligations, where rights and obligations are interrelated.[13]

The concept of responsibility is also closely related to the concept of legal obligation. Thus, a person is considered legally responsible when he or she is a party who is liable for its legal obligations and can be sanctioned if its actions violate applicable regulations. Under civil law, liability can be divided into two types, namely liability based on fault and liability without fault, also known as risk lability or absolute liability. This principle of liability implies that a person is liable if he or she commits a mistake that causes harm to another party. In addition, the principle of risk liability implies that the individual is not required to prove his or her fault, but is directly held responsible for the risks of his or her actions or endeavors.[14]

Hans Kelsen in his theory of legal responsibility states that a person will be subject to legal responsibility for certain actions he takes or for legal responsibility relating to a particular subject. In other words, a person will be legally responsible if his actions violate the law. Kelsen then divides responsibility into several types, namely: 1. Individual responsibility, in which a person is responsible for his own offense. 2. Collective responsibility, where an individual is responsible for the wrongs committed together with other individuals. 3. Faultbased liability, in which an individual is lable for an offense intentionally committed with the purpose of causing harm. 4. Absolute liability, where an individual is liable for an offense committed unintentionally and without considering committing the act. Thus, Kelsen outlines that legal responsibility can vary depending on the type of offense and the nature of the act committed by the individual.

The concept of responsibility in law can be divided into two notions that refer to liability, namely: 1. Liability, which is a general legal term with a broad meaning, is used to indicate the existence of mghts and obligations. Liability covers situations in which a person must take responsibility for concrete events that occur and that may result in losses, threats, violations of the law, costs, or other burdens. 2. Responsibility, which refers to a person's ability to account for an issue against an obligation. Responsibility includes decision-making, ability, and proficiency. In addition, responsibility also includes the obligation to comply with existing regulations, make repairs, or provide compensation for losses that may arise from these actions.

Mediation of Default Cases in Banking Agreement

In handling defaults in the banking sector, generally both parties will undergo a mediation process as the first step in the settlement. Mediation is a stage in resolving disputes where a mediator supports the two disputing parties to reach an agreement. The mediator does not have the authority to decide or make decisions in the resolution of the dispute; it is up to the two disputing parties to reach an agreement during the mediation process. The main objective of mediation is to end the dispute between the disputing parties

[13] Satjipto Rahadrjo. (2005). *Ilmu Hukum*, Bandung: PT. Citra Aditya Bakti, 55
[14] Feibe Engeline Pijoh, et.al. (2023). Due to Legal Liability in Banking Credit. Proceedings of the Unima International Conference on Social Sciences and Humanities, 698, 1764-1771

with the help of a neutral third party. Mediation seeks to maintain an equal position between the two parties, so that neither party loses or wins in the resolution of the dispute.[15]

The benefit of mediation is to reach an agreement that is fair and mutually beneficial to all parties involved in the resolution of the dispute. Even if mediation is unsuccessful and the parties have not reached an agreement, mediation still provides benefits by allowing the parties to clarify the source of their dispute and reduce the level of conflict between them. In Indonesia, legal regulations allow for dispute resolution through mediation.[16] Law No. 3/1999 on Arbitration and Alternative Dispute Resolution allows parties to end disputes through alternative resolution based on good faith, avoiding litigation in courts, both religious courts and district courts. In addition, Supreme Court Regulation No. 2 of 2003 Article 2 mandates that in cases filed at the court of first instance, the parties must try to reach peace or through mediation with the help of a mediator before entering into litigation.

Mediation is usually divided into two tracks, namely mediation that takes place in court (litigation) and mediation outside the court (non-litigation). Mediation in court, in accordance with Supreme Court Regulation No. 1/2016, requires the parties involved in a case to follow the settlement procedure through mediation. Banking mediation is an effort to resolve bank-related disputes with the help of a mediator from an independent banking mediation institution.[17]

However, not all banks have independent banking mediation institutions, so banking mediation is currently generally conducted by Bank Indonesia, which is the main bank in Indonesia. In the case of Case No. 54/Pdt.G/2021/PN.Soe, default occurred because Defendant did not fulfill the promise agreed upon in the agreement with Plaintiff. In this case, default took the form where the Defendant was completely unable to fulfill the promised performance. The Plaintiff has filed a lawsuit with the Soe District Court and this lawsuit has been recorded under register number. However, if the mediation is unsuccessful, then both parties will proceed to resolve the dispute through a trial process.

This lawsuit involves an agreement between the Plaintiff, which in this case is PT Bank Rakyat Indonesia Soe Branch Office, and the Defendants, namely Anireda Kosat and Marthen Luther Edison Tse. The agreement was set out in several written documents, including a Letter of Acknowledgment of Debt dated September 18, 2014, which was later amended by a Letter of Change of Rights (SPH) also dated September 18, 2014. In addition, there is a Statement of Collateral Surrender dated September 19, 2014, and a Power of Attorney to Sell Collateral dated September 18, 2014. In the agreement, it was stated that the Defendants had received a credit facility of Rp 70,600,000 (Seventy Million Six Hundred Thousand).

The principal of the loan was to be repaid by the Defendants every month, including principal and interest installments of Rp 1,294,300 (One Million Two Hundred Ninety-Four Thousand Three Hundred Rupiah) in one lump sum. However, the Defendants did not fulfill their obligations, as they did not pay the loan installments since January 02, 2018, resulting in arrears on their loan for Rp 7,011,800 (Seven Million Eleven Thousand Eight Hundred Rupiah). In response to the arrears, Plaintiff has made regular collection efforts to Defendant, including through direct visits to Defendant's residence, as recorded in the Customer Visit Report (LKN), and by sending collection letters/warning letters to Defendant. In the Debt Acknowledgement Letter Agreement No. 473101005495106, the Defendant was supposed to pay the principal installments of the loan along with the interest within 120 months since the signing of the Debt Acknowledgement Letter on September 18, 2014.

As a result of the nonfulfillment of this obligation, the loan granted to the Defendant is considered a bad debt. This contractual relationship is based on the provisions set out in the

[15] Uni Apriana. (2024). Settlement of Default Disputes in Credit Agreements between Banks BPR (BUMD BIMA) and Customers Using State Attorneys. International Significance of Notary, 5 (2), 1-11

[16] Dhelfyan Hargianto, et.al. (2022). Penyelesaian Sengketa Non-Litigitasi Kasus Wanprestasi Jual Beli Tanah Melalui Mediasi Persidangan. Proceeding of Conference on Law and Social Studies. 1 (3). 1-8

[17] Ferroka and Rineke Sara. (2021). The Use of Mediation as an Alternative in Banking Dispute Resolve. Proceedings of the 1st International Conference on Law, Social Science, Economics, and Education. 6 (3). 1-7

Civil Code (KUHPerdata) in the third book, as explained in Article 1338 paragraph (1), which states that all legal agreements have the same force as the law for both parties. Therefore, from this legal relationship, legal responsibilities arise between creditors and debtors. Liability arises as a result of an intentionally unlawful act, which harms another person. In the context of this case, the Defendant, who was a banking customer involved in the credit agreement, must be held responsible for his actions that harmed the Plaintiff, in this case, the bank. This liability arises as a result of an agreement between the two parties, where Plaintiff and Defendant have agreed to resolve the matter by the provisions contained in the credit agreement, as agreed by both.[18]

However, in carry out these obligations (achievements), the debtor cannot fulfill the obligations agreed upon by both parties. The bank will send warning letters up to three times.[19] If after receiving the warning letter the debtor does not respond or does not fulfill the summons, and if the debtor does not show good faith to settle the credit, then the creditor, in this case the bank, will conduct a location survey according to the debtor's domicile address to collect information about the delay in credit payments from the debtor. The second option is if the creditor believes that the debtor has good intentions to meet the payment obligations, the bank will make an offer through a credit rescue program by restructuring or rescheduling the obligation. Rescheduling can be applied to debtors who have good intentions but have difficulty paying principal or interest installments according to the predetermined period.

The third settlement involves changing part or all of the agreement between the bank and the debtor. These changes must be tailored to the root of the problems experienced by the debtor. These changes often involve a reduction in interest rates, which will reduce the costs that must be paid by the debtor, so that the debtor only needs to pay the principal along with current interest. With the capitalization of outstanding interest, the unpaid interest is integrated into the principal of the loan. In addition, interest payments can be postponed until the debtor is deemed able to repay the obligation by the agreement, after which interest payments will be made when the debtor is deemed to have the ability to repay.[20]

CLOSING

Credit is the act of providing money based on an agreement between the borrower and the bank, intending to pay off the debt within a certain period of tre and by paying interest. In credit agreements between banks and customers, problems often arise when debtors are unable to fulfill their obligations, resulting in legal liability. When these problems arise, banks provide several options to debtors who show goodwill to fulfill these obligations. Legal liability refers to the obligations that must be fulfilled if the debtor makes a mistake.

Banks often try to resolve these issues through mediation. However, if mediation does not result in an agreement, then both parties will decide to resolve the issue through a trial process. Through mediation or trial, they hope to reach an agreement that will govern the legal responsibilities of both parties. In one of the cases Number 54/Pdt.G/2021/PN.Soe, the final settlement was carried out through trial after mediation did not reach an agreement. The trial process resulted in several agreements that regulate the obligations that must be fulfilled by the debtor as his legal responsibility.

[18] Zulkifli, et.al. (2024). Tinjauan Hukum Putusan Pengadilan Tinggi Jambi Nomor 38/Pdt/2023/Pt Jmb Terhadap Penanganan Kredit Macet Dan Eksekusi Jaminan Fidusia Pada PT. Pegadaian. Jurnal Darma Agung, 32 (2), 591-601

[19] Rahmad Nauli Siregar. (2024). Legal Protection Against Home Ownership Credit Debtors with the Flexibility of Banking Policies in Credit Agreements without the Creditor's Permission. Journal of Law and Sustainable Development, 12(1), 1-18

[20] Timotius Patrick Sianturi. (2024). Legal Position of Syndicated Creditors in Submitting Claims on Debtors in the Application Process for Postponement of Debt Payment Obligations (PKPU) and the Legal Impact. Jurnal Ilmu Sosial dan Pendidikan (JISIP), 8 (1), 1-9

BIBLIOGRAPHY

Books

Badrulzaman, Mariam Darus. (2001). Kompilasi Hukum Perikatan, Bandung: PT. Citra Aditya.

Efendi, Jonaedi and Prasetijo Rijadi. (2022). Metode Penelitian Hukum Normatif dan Empiris: 2nd ed. Jakarta: Prenada Media.

Moleong, Lexy J. (2007). *Metodologi Penelitian Kualitatif.* Bandung: PT Rosdakarya.

Muhammad, Abdulkadir. (2010). *Hukum Perdata Indonesia*. Jakarta: Citra Aditya Bakti.

Witanto, D.Y. (2015). *Hukum Jaminan Fidusia dalam Perjanjijan Pembiayaan Konsumen*, Bandung: CV. Mandar Maju.

Rahadrjo, Satjipto. (2005). *Ilmu Hukum*, Bandung: PT. Citra Aditya Bakti.

Journal Manuscript

Apriana, Uni. (2024). Settlement of Default Disputes in Credit Agreements between Banks BPR (BUMD BIMA) and Customers Using State Attorneys. International Significance of Notary, 5 (2), 1-11.

Fatmawati, Marsella Chintya. (2023). Perlindungan Konsumen dalam Perjanjian Kredit Perbankan Sesuai dengan Prinsip Proporsionalitas menurut Hukum Indonesia. SYARIAH: Jurnal Ilmu Hukum, 1(2), 351-358.

Ferroka and Rineke Sara. (2021). The Use of Mediation as an Alternative in Banking Dispute Resolve. Proceedings of the 1st International Conference on Law, Social Science, Economics, and Education. 6 (3). 1-7

Hargianto, Dhelfyan, et.al. (2022). Penyelesaian Sengketa Non-Litigitasi Kasus Wanprestasi Jual Beli Tanah Melalui Mediasi Persidangan. Proceeding of Conference on Law and Social Studies. 1 (3). 1-8.

Karim, Alvito Raihandany. (2024). Analisis Pilihan Hukum Kontrak Internasional ditinjau dari Core Convention HCHH Principle on Choice of Law International Comercial. Causa: Jurnal Hukum dan Kewarganegaraan, 2 (24), 1-12.

Lestari, Trianda, et.al. (2024). Analisis Kasus Wanprestasi Antara Debitur Dan Kreditur Terhadap Perjanjian Pinjaman Kredit Bank Studi Kasus Putusan (Nomor 5/PDT.G.S/2023/PN.BTG). Terang: Jurnal Kajian Ilmu Sosial, Politik Dan Hukum, 1(1), 126–137.

Nuralisha, Marsheila Audrey, and Siti Mahmudah. (2023). Tinjauan Yuridis Tanggung Jawab Hukum dalam Perjanjian Kredit Perbankan Apabila Debitur Wanprestasi. Al-Manhaj: Hukum dan Pranata Sosial Islam, 5 (1). 277-290.

Pijoh, Feibe Engeline, et.al. (2023). Due to Legal Liability in Banking Credit. Proceedings of the Unima International Conference on Social Sciences and Humanities, 698, 1764-1771.

Putra, Riko Kurnia, et.al. (2016). Gugatan Wanprestasi Atas Putusan Akta Perdamaian di Pengadilan Negeri Semarang Putusan Nomor 436/Pdt.G/2014/PN Smg, Diponegoro Law Journal. 5 (3), 1-21.

Sajow, Pamela Cleopatra and Tommy F. Sumakul. (2022). Kajian Yuridis Debitur yang Melakukan Wanprestasi Dalam Perjanjian Kredit Dengan Pembebanan Hak Tanggungan. Lex Privatum, 9 (1), 172-182.

Sectionardo, William Andrew, Putra Hutomo, & Iran Sahril. (2024). Kepastian Hukum Pelaksanaan Putusan Verstek Terkait Wanprestasi Perjanjian Kredit Perbankan Terhadap Debitor yang Tidak Diketahui Keberadaannya. Jurnal Hukum to-Ra, 10(1), 1–17.

Sianturi, Timotius Patrick. (2024). Legal Position of Syndicated Creditors in Submitting Claims on Debtors in the Application Process for Postponement of Debt Payment Obligations (PKPU) and the Legal Impact. Jurnal Ilmu Sosial dan Pendidikan (JISIP), 8 (1), 1-9.

Siregar., Rahmad Nauli (2024). Legal Protection Against Home Ownership Credit Debtors with the Flexibility of Banking Policies in Credit Agreements without the Creditor's Permission. Journal of Law and Sustainable Development, 12(1), 1-18.

Zulkifli, et.al. (2024). Tinjauan Hukum Putusan Pengadilan Tinggi Jambi Nomor 38/Pdt/2023/Pt Jmb Terhadap Penanganan Kredit Macet Dan Eksekusi Jaminan Fidusia Pada PT. Pegadaian. Jurnal Darma Agung, 32 (2), 591-601.