



CREDIT AGREEMENTS FOR BANKS USING GUARANTEED LETTERS APPOINTMENT OF CIVIL SERVANTS

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ABSTRACT

Credit agreement with the guarantee of the decree of civil servants and any factors that become obstacles in non-performing loans at PT. Regional Development Bank of Riau Kepri (Persero) Batam branch. The results showed that civil servants' decrees could be used as a legitimate guarantee in banking law. The principle of credit law, which is based on the fulfillment of the requirements and completeness of the identity data of prospective debtors, both the provision of a period for debt repayment and the last is the submission of guarantees for the appointment of civil servants, all of which must be original. Credit settlement with a guarantee letter of appointment of civil servants who are in trouble (stuck) is the first holding of deliberations with the debtor to meet the elements of good faith if the debtor mutation is requested or confirmed in advance to the office/institution where the debtor works for the transfer of funds to the repayment of credit with the guarantee of the decree on the appointment of civil servants.

***Keywords:** Bank Credit Agreement, Guarantee Letter of Appointment, Government employees*

INTRODUCTION

Every human being is constantly faced with all kinds of needs. Therefore, humans always hope to be able to meet all these needs. National development implemented in Indonesia today aims to improve people's living standards and realize fair and equitable welfare in all sectors as mandated by Pancasila and the Constitution of the Republic of Indonesia in 1945.

Along with the Times, human needs are not only limited to necessities such as board, food, and clothing but are now increasing to a wide variety of health, education, and even entertainment, and to meet them, of course, costs that are nominally assessed are in the form of money.

In meeting these needs, humans are often faced with limitations; not all have the ability/income that is "decent." To get around it, one of the ways to go is by borrowing and borrowing money. Borrowing money has been around for a long time. The community has made money lending activities to meet the needs and support economic activities.

In practice, this activity can be carried out among fellow citizens individually and also by financial institutions, among others, banking institutions, financing institutions (finance), and savings and loan cooperatives. Financial institutions have strategic value in the economic life of society. This institution is intended as an intermediary for those who have excess funds (surplus of funds) with those who lack or need funds (lack of funds), so the role of the actual financial institution is as a public financial intermediary (financial intermediary). In the context of credit, the term guarantee is often confused with the term collateral; the term guarantee is as stated in

Article 2 Paragraph (1) of the decree of the Board of Directors of Bank Indonesia number 23/169/KEP/DIR on credit guarantees, that what is meant by Credit Guarantee is a bank's confidence in the debtor's ability to pay off credit by the agreement. As for the provisions of Article 1 point 23, what is meant by collateral is an additional guarantee submitted by the debtor customer to the bank to provide credit facilities or credit financing based on Sharia principles.

The guarantee given can be in the form of objects that, according to the law, are classified as immovable goods, such as land and buildings, and can also be in the form of objects that, according to the law, are classified as movable goods, such as motor vehicles, machinery, stocks of goods and others. In order for a guarantee to be accepted, there are criteria, including:

- a. Have economic value in a sense that can be valued with money and can be cashed;
- b. Ownership can be transferred;
- c. Have a juridical value in that the collateral can be owned ideally under the law, where the bank has the right to take precedence over the liquidation of the collateral.

Banks, in practice, prefer guarantees in the form of immovable objects such as land because the land is generally easy to resell, the price is relatively high, has proof of rights, difficult to darken, can be burdened with liabilities, and is also easy to execute.

To minimize the risks that will be faced, before giving credit, the bank must gain confidence in the ability of the customer/debtor to pay off the credit by the agreement. To obtain such confidence, the bank must carefully assess the character, capital capability, collateral, and prospects of the customer/debtor's business.

Credit assessment by banks can be done in various ways that have become the standard assessment of each bank. Usually, the assessment criteria that banks must carry out to make a profit are carried out with 5C analysis, including Character, Capacity, Capital, Collateral

Assessment of this Collateral can be viewed from two aspects as follows:

- a. Economic terms, namely the economy of the goods to be pledged;
- b. Juridical aspect, whether the guarantee meets the juridical requirements to be used as collateral.

5) Condition of Economic

To get an idea of the economic conditions need to be researched matters such as:

- a. Government regulations;
- b. The political and economic situation of the world.

The demand for credit is not only needed by people with a fixed income but also by people with a fixed income, such as civil servants (PNS). Civil servants such as teachers, the Indonesian National Army (TNI), and employees of other government agencies, although earning a fixed income because of the increasingly diverse needs and means to meet these needs, depend only on salary/monthly income. As a result, it is not uncommon for them to look for other sources to meet their needs.

One way to fulfill this desire is to apply for a loan to the bank. The provision of credit facilities by banking and non-banking institutions is ideally based on financial factors covered in three pillars: business prospects, performance, and the ability of prospective debtors. Tempting loans offered by banks that are devoted to civil servants (PNS), do not need land or houses as collateral, do not need vehicles, do not need field surveys, do not need various kinds of

troublesome requirements to be able to get credit, guarantees submitted only using a sheet of Civil Servant appointment decree.

This differs from the general credit given to the community or business actors, which must use several collaterals. The decree on the appointment of civil servants is given to a candidate for civil servants who have been declared eligible to be appointed a civil servant after passing the CPNS test.

Head of Public Relations of the Ministry of Administrative Reform and Bureaucratic Reform (Kemen PAN-RB) Suwardi explained why this decree could be valuable. "First, of course, as evidence that the person applying for a loan is a true civil servant. For the bank, it is important because there is a guarantee that the person concerned can repay the loan," the second reason is the meaning of the decree for the owner. SK PNS functions as a complete requirement to apply for a pension. Without the decree, the civil servant concerned cannot apply for a pension.

According to the provisions of the law in Indonesia, SK PNS is not included in material security and individual security but as a privilege (privilege) whose form can be in the form of diplomas, decrees, pension letters, and others. In the world of credit, certain banks can accept it as a credit guarantee because of the need and the economic side attached to the civil servant decree.

On the other hand, there are also some problems with the civil servant decree, with specific requirements and generally without collateral. However, in practice, it is still a "requested" guarantee," but the guarantee is not an item. This is what will cause obstacles in the creditor's efforts to collect the debt if, in the future, the debtor experiences terrible debts. In addition, considering that the SK PNS is also not transferable/transferable, it will cause difficulties for the bank when executing bad loans in the credit repayment period.

According to Subekti, a good guarantee must be able to provide a sense of security for creditors and debtors, for the conditions of a good guarantee are:

- a. Guarantees that can quickly assist the acquisition of credit for those in need;
- b. Not weaken the position of the debtor to continue its business;
- c. Provide certainty to creditors, in the sense that at any time, the collateral is ready for execution or easy to cash out.

Lending by banks to Civil Servants who use SK PNS guarantees must pay attention to matters that convince the bank that the credit recipient can pay and has good intentions. In addition, the bank may add specific requirements such as collateral or other guarantees. Giving credit to Civil Servants can become non-performing and bad loans. This condition was influenced by several things, including the negligence of the treasury to cut the salaries of Civil Servants because they were fired or dismissed before retirement and the presence of dual credit.

Banking institutions, in providing credit services for people who need it, of course, always strive to provide the best banking services to their customers. Including PT. Bank Pembangunan Daerah Riau Kepri, which is one of the commercial banks owned by the regional government of Riau Province and Riau Islands Province (Kepri) as well as the Level II Regional Government of Riau Province and Kepri. As a bank, of course, PT. Bank Pembangunan Daerah Riau Kepri also collects funds from the community and channels them back to the community. One of the credit programs offered by PT. Bank. This credit aims to meet the consumptive needs of civil servants who need it, and the repayment of this credit is made with a payroll deduction system carried out by the civil servant work unit concerned. How to obtain credit is also relatively easy and straightforward, namely only with the guarantee of the decree on the appointment of civil servants.

The reason why PT. Bank Pembangunan Daerah Riau Kepri quickly provides this credit facility even though only with the guarantee of the decree is a Memorandum of Understanding

(MoU) has been done before with the local government agencies where the bank is given the power to be able to make salary cuts to civil servants who perform credit agreements with banks. Thus, the bank quickly collects its receivables. However, it still needs to rule out the possibility of a problem in implementing credit agreements with the decree of civil servants

Research results and discussion

Legal arrangements for Bank credit agreements that use the guarantee of the decree on the appointment of civil servants

Law No. 10 of 1998 on amendments to Law No. 7 of 1992 on Banking (Banking Law) as follows:

“Credit is the provision of money or bills that can be equated with it, based on an agreement or loan agreement between a bank and another party that requires the borrower to pay off his debt after a certain period by providing interest.”

Then what is meant by a credit agreement is a credit agreement between the creditor and the recipient. Any credit that has been approved and agreed upon between the creditor and the recipient of the credit must be outlined in the form of a credit agreement. The agreement made is a rapprochement of Will, of their own accord, without any coercion from any party. The principle in Article 1338 of the Civil Code explains that the agreement by both parties is significant and robust in meaning because the agreement cannot be withdrawn unilaterally or for reasons determined by law. By taking into account the complexity of procedures, mechanisms, instruments, and problems, it is very reasonable and not excessive if the definition of credit provided by Bank Indonesia is also very broad, as stated in the guidelines for the preparation of Bank credit policies (PPKPB), namely:

“The definition of credit intended in the Bank's Credit Policy is not limited to the provision of credit facilities that are commonly recorded in credit items on assets in the bank's balance sheet, but also includes the purchase of other securities issued by customers, collection of bills in the context of factoring, and the provision of bank guarantees, including acceptance, endorsement, and aval of securities.” The broad definition of credit describes the scope of economic and financial transactions in which the creditor delivers a value to the debtor and vice versa. The debtor promises to return it at a predetermined time in the future. The value submitted is money, services, goods, or financial claims, such as bonds or commercial paper.

The primary and first element of credit is the element of trust. The other element is a support of the first and foremost element, in the sense that the element is helpful in the framework of a thorough consideration in obtaining or obtaining confidence and trust for the occurrence of a relationship or legal engagement in the field of credit. In this study, the supporting guarantee is the decree (SK) of civil servants (PNS) which is now called the State Civil Apparatus (ASN). Banks provide credit with guarantees. SK PNS believes that the guarantee is sufficient to describe the customer's ability to pay off the credit provided. We all know that PT. Bank Pembangunan Daerah Riau Kepri (Persero) is a regional-owned enterprise (BUMD). In a narrower sense, PT. Bank Pembangunan Daerah Riau Kepri (Persero) is under the supervision of the local government. So it is with civil servants. According to Article 1 of Law No. 43 of 1999 on amendments to Law No. 8 of 1974 on personnel matters are:

“Civil servant is any citizen of the Republic of Indonesia who has fulfilled the specified requirements, appointed by the competent authorities and entrusted with other state duties, and is paid based on applicable laws and regulations.”

So when a customer who is a civil servant (PNS) applies for credit to the PT, Bank Pembangunan Daerah Riau Kepri greatly facilitates the Bank to build trust in the debtor who is a civil servant because both the Bank as a creditor and the civil servant as a debtor are under the same supervision and auspices of the government so that the guarantee of SK PNS is enough for the Bank to provide credit.

In the bank credit agreement that uses the guarantee of the decree on the appointment of civil servants (SK PNS) in PT. Bank Pembangunan Daerah Riau Kepri is called Kredit Aneka Guna (KAG). Kredit Aneka Guna is a credit in which the principal guarantee or source of credit returns is from the salary income of civil servants every month by submitting a power of attorney to the Bank to deduct salary/pension or debit savings accounts for credit installments.

To further increase the level of trust of the Bank as a creditor to civil servants as debtors, the debtor is obliged to sign a letter of credit agreement issued by the Bank unilaterally by taking into account the applicable laws in the banking sector. As stated in the Credit Agreement Article 4 Number 1 and 2 issued by PT. Bank Pembangunan Daerah Riau Kepri stated that:

- 1) The source of credit repayment is the allowance for salary and other income, including pension from the borrower based on a power of attorney submitted to PT. Bank Pembangunan Daerah Riau Kepri,
- 2) If the borrower is transferred/transferred to another place / dismissed from work, the borrower must immediately complete his debt obligations to PT. Bank Pembangunan Daerah Riau Kepri (Persero), and when after getting a reprimand from PT. Bank Pembangunan Daerah Riau Kepri (Persero), then the borrower remains negligent of its obligations, then PT. Bank Pembangunan Daerah Riau Kepri (Persero) will make every effort to resolve it according to the provisions of applicable law.

In addition, Article 5 of the credit agreement issued by PT. Bank Pembangunan Daerah Riau Kepri (Persero) stated that to guarantee credit repayment as it should, the borrower submits to PT. Regional Development Bank of Riau Kepri (Persero), in the form:

- a. Power of attorney to debit a savings account and set aside a sum of money in the number of credit installments from salary/retirement income the borrower receives every month.
- b. Taspen Card
- c. Employee Card
- d. Employee Appointment Decree
- e. Last Rank Decree
- f. Periodic Decree.

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attorney to debit a savings account and set aside a sum of money in the number of credit installments from salary/retirement income the borrower receives every month.

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Decree.
Decree.

The provisions of articles 1131 and 1132 of the Civil Code also apply to the agreement that has been agreed upon by the two parties, namely:

“Offering property both movable and immovable, both existing and new ones that will exist in the future, will be borne for all debt obligations arising under this agreement.

This agreement also applies to the following conditions:

- a. The Borrower, at this moment, declares that he will not make withdrawals on blocked savings for any reason as long as this credit has not been paid off and, at this moment, gives full power

of attorney to the Bank to be able to calculate the balance of the savings with credit installments at any time if the credit is in arrears.

- b. As long as the credit has not been declared paid off by the Bank, the borrower will not ask for retirement, except for something that is no longer possible to work. For this reason, the borrower will notify the Bank in writing and appoint PT. Riau Kepri Regional Development Bank (Persero) is a place for pension payments.

Factors That Become Obstacles in Non-Performing Loans Using Guaranteed Letters of Appointment of Civil Servants

Based on the results of the author's research at PT. Riau Kepri Regional Development Bank (Persero) obtained data regarding sources of credit default, with a population of 19 defaulting debtors (As of June 2018); three samples were taken with the main criteria of the problem, namely:

- a. Because the institution where the debtor works are merged, causing a mutation or change of assignment.
- b. Because the treasurer of salaries uses it.
- c. Due to retirement, which can be caused by early or advanced retirement.

The efforts made by PT. Riau Kepri Regional Development Bank regarding the existence of bad loans mentioned above, among others, namely:

1. Bad Credit Due To The Fact That The Institution Where The Debtor Works Is Melted Down.

Due to the fact that the institution where the debtor works is melted down. Changes in the personnel structure caused the transition process from the old agency to the new agency. The debtor, in this case, is responsible for the following:

- a. Notify PT. Bank Pembangunan Daerah Riau Kepri about the task's move or mutation/transfer.
- b. Pay off the remaining kag loan entirely before moving or transferring/transferring tasks.
- c. Still settle obligations in installments according to the original agreement, and: Notify PT. Bank Pembangunan Daerah Riau Kepri about the task's move or mutation/transfer. Pay off the remaining kag loan completely before moving or transferring/transferring tasks.

Still settle obligations in installments according to the original agreement, and:

1. Settle arrears first (if any) before being mutated.
2. Active and take the initiative to deposit their credit installments to the branch office of pt. Bank pembangunan daerah riau kepri, recipient of the delegation, if the unit / department or agency where the mutation has not made deductions from his salary, and if the branch office of pt. Bank pembangunan daerah riau kepri asal (lender), as well as branch offices of pt. Bank pembangunan daerah riau kepri, the recipient of the delegation, has not completed administering credit on behalf of the debtor concerned.
3. Active and initiative in providing information regarding all matters relating to the move, mutation/transfer of the task until the deduction can run according to the provisions.

If the debtor does not carry out the responsibility referred to above, then PT. The Riau Kepri Regional Development Bank will send a warning letter to the agency where the debtor has changed assignments/transfers and immediately meet with the debtor to pay off his debts.

2. Bad Loans Are Caused Due To Treasurer's Salary.

In the provision of credit KAG, in accordance with the department/function or duties, the salary

treasurer is responsible for:

- a. Responsible for providing detailed data on monthly salaries and salary changes or components of the employees/debtor agencies concerned.
- b. Responsible for providing data regarding the details of the next monthly salary with details of the KAG PT credit deduction amount. Riau Kepri Regional Development Bank, from the debtor concerned.
- c. Responsible for standard salary deductions every month without exception, as KAG installments for receiving salaries from employees or debtors receiving KAG facilities from PT. Riau Islands Regional Development Bank.
- d. Responsible for routinely, without exception depositing salary deductions as KAG installments to PT. Riau Kepri Regional Development Bank every month.

If the salary treasurer carries out his duties and responsibilities properly, good credit is maintained in this KAG. Then the power of attorney/power of attorney, made between the debtor or an agency employee receiving the KAG to the salary treasurer, can be revoked because of the matter in question. Moreover, in this case, the salary treasurer must fully account for his actions to overcome bad credit. The salary treasurer is responsible for re-administering the misappropriated credit so that the debtor is not disadvantaged in providing this KAG facility.

3. Bad Credit Caused by Retirement or Early Retirement.

For debtors in KAG who will retire, a period to repay the loan will be given, namely 1 () year MPP (Retirement Preparation Period). This means that within 1 (one) year before the debtor retires, he must be able to pay off his debt or loan.

Advanced retirement is a retirement application that is made before retirement. In the event of a credit breakdown due to retirement or the person concerned applies for early retirement, the Bank will include the credit as a Kresun (Retirement Credit). So that they can continue their credit, even though it has changed to a pension loan. With the provision that is taking the pension through PT. Riau Kepri Regional Development Bank or Post Office. Moreover, the term of credit or loan must be paid off when the person concerned is 75.

In general, in addition to the settlement efforts mentioned above. Steps taken by banks in carrying out credit management to maintain the quality of productive assets and to overcome problem loans, banks can take two ways or strategies, namely by saving credit and credit settlement. The steps or efforts taken are in the form of the following:

a. Rescheduling

1. Extending the Credit Term.

In this case, the debtor is given relief in the credit period, for example, extending the credit period from 6 months to 1 year so that the debtor has longer to repay the loan.

2. Extending the Installment Period.

Extending installments is almost the same as the credit period. In this case the credit installment period is extended.

b. *Reconditioning*

By changing various existing requirements such as:

1. Capitalization of interest, namely interest as the principal debt.
2. Postponement of interest payments until a specific time.

If a delayed interest payment is delayed until a specific time, only interest can be postponed, while the loan's principal must still be paid as usual.

1. Lower Interest Rates.

The decrease in interest rates will affect the number of installments that are getting smaller, which will help relieve customers.

2. Interest Exemption.

The exemption from interest rates is given to customers, considering that the customer will be able to repay the loan again.

3. Restructuring

- a. By increasing the number of credits
- b. Increasing equity is done by depositing cash or additional money from the owner.

4. Combination

It is a combination of the three types above.

CONCLUSION

In the bank credit agreement that uses the guarantee of the Civil Servant Appointment Letter, the legal arrangements contained in the said credit agreement can be formulated or concluded as follows:

First, Legal Regulations Concerning Banking (Law No. 10 of 1998 concerning amendments to Law No. 7 of 1992). Second, legal arrangements regarding the principal of employment (Article 1 of Law Number 43 of 1999 concerning amendments to Law Number 8 of 1974). Third, legal arrangements on the principle of Article 1338 of the Civil Code Fourth, legal arrangements on the principle of Article 1131 of the Civil Code Fifth, legal arrangements on the principles of Article 1132 of the Civil Code. Sixth, legal arrangements are based on Article 1313 of the Civil Code. Seventh, legal arrangements are based on Article 1320 of the Civil Code; furthermore, legal arrangements on guidelines for preparing bank credit policies (PPKPB).

Legal Arrangements Article 4 Number 1 on the Credit Agreement issued by PT. Riau Kepri Regional Development Bank Legal Arrangements Article 4 Number 2 on the Credit Agreement issued by PT. Riau Islands Regional Development Bank. Legal Arrangements Article 5 on the Credit Agreement issued by PT. Riau Islands Regional Development Bank.

Regarding the emergence of non-performing loans in PT. Riau Kepri Regional Development Bank (Persero), several obstacles become the first: Bad Credit Caused by Agencies Melted / Transferred Tasks / Transfers. In this case, PT. Riau Kepri Regional Development Bank will coordinate with the Branch Office of PT. Riau Kepri Regional Development Bank Recipient of Delegation, from the institution where the debtor transferred assignment/transfer, to administer credit from the debtor concerned.

Furthermore, bad credit is caused by the treasurer's salary. Suppose the salary treasurer does not heed the warning from the creditor. In that case, the bank will impose sanctions by revoking the power of attorney/authorization letter between the debtor and the salary treasurer concerned. Moreover, the last one is Bad Credit Caused by Retirement/Early Retirement. The bank will provide a credit period of 1 (one) year MPP (Retirement Preparation Period) for debtors who

will retire. 1 () year before the debtor concerned retires, must immediately be able to pay off his debts/loans.

SUGGESTION

From the conclusions described, the authors can provide suggestions as follows:

A. We recommend that the arrangements contained in the credit agreement issued by the PT. The Riau Kepri Regional Development Bank, which is burdensome to the debtor, is removed to create a fair, balanced, and mutually beneficial credit agreement for both contracting parties. This contract agreement should open up opportunities for the debtor to negotiate the contents of the contract because the agreement is an act by which one or more people bind themselves to one or more people. The aim is to create freedom for the parties to contract to achieve justice and equality of rights and obligations of each party.

B. In deciding on an agreement to grant credit, a selection of prospective debtors should be carried out correctly and thoroughly, whether it is by credit principles to secure the credit provided to minimize the factors that cause bad credit at PT. Regional Development Bank Riau Kepri Batam. To overcome the problem of bad credit, PT. The Riau Kepri Batam Regional Development Bank needs to carry out credit control techniques that have been used continuously. If necessary, these control techniques are improved for the further development of the credit business in the future. Furthermore, in applying control techniques to overcome bad credit problems, PT. The Riau Kepri Batam Regional Development Bank conducts continuous supervision to reduce the number of bad loans that occur effectively.

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