

Penyelesaian kredit macet melalui pembelian agunan milik debitur macet = Purchase through bad debt settlement collateral debtor owned loss / Miranti Rizkita Utami

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Abstrak

[Salah satu tugas dan fungsi Bank umum adalah menyalurkan kredit kepada masyarakat. Selain usaha yang dibiayai oleh Bank (first way out), pihak Bank pun meminta jaminan dari debitur (second way out) sebagai dasar pertimbangan dalam memberikan kredit kepada debitur. Dalam hal debitur wanprestasi dengan tidak dapat membayar kewajibannya kepada Bank, maka pihak Bank memiliki hak untuk mengeksekusi agunan kredit milik debitur tersebut. Berdasarkan pasal 12A Undang-undang no. 10 tentang Perbankan yang merupakan pembaharuan dari

Undang-Undang no. 7 tahun 1992, Bank umum dapat membeli sebagian ataupun seluruh agunan milik debitur macet dengan ketentuan harus menjual kembali agunan tersebut paling lambat 1 (satu) tahun setelah pembelian. Ketentuan tersebut menimbulkan beberapa pertanyaan penulis, apakah penyelesaian kredit macet melalui pembelian agunan oleh pihak Bank sudah sesuai dengan tujuan penyelesaian kredit?, Mengapa penyelesaian kredit harus menguntungkan pihak debitur dan pihak Bank? Dan Apakah keuntungan yang di terima debitur dan Bank dengan penyelesaian kredit macet melalui pembelian agunan oleh Bank? Hasil analisa dari penelitian ini menyimpulkan bahwa dalam melakukan penyelesaian kredit harus dapat menguntungkan bagi kedua belah pihak yaitu

debitur dan pihak Bank karena dengan Debitur merasa diuntungkan dengan proses recovery yang cepat, maka memperkecil kemungkinan bertambahnya outstanding kredit debitur pada Bank, dan juga memperkecil kemungkinan terjadinya permasalahan yang diselesaikan secara jalur hukum. Pihak Bank, merasa diuntungkan dengan cepat nya proses recovery maka mengurangi kemungkinan resiko kredit yang terjadi dan juga akan semakin cepatnya pengembalian pencadangan (CKPN). Pembelian agunan kredit macet oleh Bank tidak dapat

diaplikasikan dalam penyelesaian kredit macet di Bank X dan dianggap tidak sesuai dengan tujuan penyelesaian kredit macet yang harus menguntungkan kedua belah pihak, baik Debitur maupun pihak Bank. Pembelian agunan kredit macet oleh pihak Bank dinilai lebih rumit prosesnya dan mengeluarkan banyak biaya, serta dianggap hanya menguntungkan bagi pihak debitur saja, sehingga tidak sejalan dengan tujuan penyelesaian kredit yang harus menguntungkan kedua belah

pihak debitur dan Bank. Dengan dilakukannya penyelesaian kredit macet melalui pembelian agunan oleh pihak Bank, manfaat yang diterima oleh debitur adalah kewajibannya kepada Bank sudah diselesaikan sehingga tidak perlu lagi direpotkan mencari pembeli agunan untuk menyelesaikan kewajibannya kepada Bank. Bagi pihak Bank, penyelesaian kredit macet melalui pembelian agunan oleh

pihak Bank tidak ada manfaatnya karena dirasa lebih banyak kerugiannya antara lain kewajiban menjual kembali agunan tersebut paling lambat 1 (satu) tahun setelah pembelian sementara agunan tersebut dari debitur.;

One of the duties and functions of commercial banks are lending to the public. In addition to efforts financed by the Bank (first way out), the Bank also asked for a guarantee from the debtor (second way out) as a basis for consideration in giving credit to the debtor. In case of default by the debtor is unable to pay its

obligations to the Bank, then the Bank has the right to execute collateral belonging to the debtor. Based on article 12A Law no. 10 of the Banking which is a renewal of the Law no. 7 In 1992, commercial banks may buy some or all of the collateral belonging to the debtor jammed with provision must sell back the collateral no later than 1 (one) year after purchase. Such a provision raises some questions the author, whether the settlement of bad debts through the purchase of collateral by the Bank are in accordance with the purpose of settlement of credit ?, Why should credit settlement in favor of the debtor and the Bank? And Do the benefits received by the debtor and Bank settlement of bad debts through the purchase of collateral by the bank? Results of analysis of this study concluded that in the resolution of the credit should be profitable for both parties that the debtor and the Bank due to the Debtor feel disadvantaged by the process of rapid recovery, then

minimize the possibility of credit outstanding increased debtors at the Bank, and also minimize the possibility of problems which resolved legal channels. The Bank, was in profitable with its fast recovery process that reduces the possibility of credit risk that occurs and will also be more rapid return on reserves (CKPN). Bad credit mortgage purchases by the Bank can not be applied in the resolution of bad loans at Bank X and deemed incompatible with the purpose of settlement of bad debts which should benefit both parties, both the Borrower and the Bank. Bad credit mortgage purchases by the Bank is considered more complicated process and a lot of money, and are considered only benefit to the debtor only, so it is not in line with the purpose of settlement of credit that should benefit both borrowers and the Bank. By doing settlement of bad debts through the purchase of collateral by the bank, the benefits received by the debtor's obligations to the Bank is already completed and thus no longer be bothered looking for buyers of collateral to settle obligations to the Bank. For the Bank, the settlement of bad debts through the purchase of collateral by the bank is useless because it feels more disadvantages include the obligation to sell back the collateral no later than one (1) year after the purchase while the collateral of the debtor, One of the duties and functions of commercial banks are lending to the public. In

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