

Legal aspects of changes in the calculation of the marisa national saving banks of marisa branch interest calculation methods

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Abstract

Banks as legal entities must also pursue profits. And one source of bank income is the interest on loan loans that have been channeled to customers. And if the bank's revenue target is threatened because the value of the rupiah weakens or floats, the bank is basically allowed to raise lending rates as long as it does not exceed the limit set by the government in this case the Financial Services Authority ... But the facts that occur in this case are not in context changes or adjustments in loan interest rates with rupiah value. But the change in the method of calculating credit interest rates from the type of effective calculation becomes an annuity calculation. So that changes in the method of calculating interest rates should not be done without an agreement from both parties. The Marisa Branch National Pension Savings Bank has carried out defaults since the first credit agreement, changes to the second credit agreement, and arrived at a change in the third credit agreement for changes in interest rates. Thus, of course this has legal consequences that must be borne by the party who defaults, in this case the National Pension Savings Bank. Then the actions of the bank are included in the category of actions that cause losses to debtors due to default of creditors (BTPN), so that the legal consequences can be by canceling the agreement along with guri change or by fulfilling the agreement accompanied by compensation.

Keywords: Bank; profit; calculation; economic

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DOI:
<https://doi.org/10.35326/volkgeist.v3i2.127>

1. Introduction

One of the country's economic activities that has a function to support the economy is the economy in the banking world. To be able to realize a sound banking system, the factors of supervision and control of the bank, both those carried out by Indonesian banks and the banks concerned. So the bank must be able to maintain its business continuity well so that it can be said to be a healthy bank.

One of the activities in the world of banking is lending. Various principles regarding healthy lending have been introduced in almost all countries, including in Indonesia. In Indonesia, healthy credit problems have even been regulated in Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking.

The parties, in this case the bank as the creditor and the customer as the debtor, are certain in the provision of credit facilities by the bank to the bonded customer in a contract agreement. Where this contact binds the interests of both parties. The interests of the bank as a creditor, namely how the repayment of debts on offer can be settled by the customer as a debtor, along with the interest. Whereas the interests of the debtor are obtaining loans from the bank for business capital or other economic needs.

As explained above, the provision of credit facilities is in the interests of the parties bound in a credit agreement contract. Not only in terms of the obligation to pay off the principal loan, but also the agreement to repay the debtor's loan interest as a customer. This is one of the sources of bank income, namely interest on loans. So, there is often a dispute between the bank and the customer because of an error in calculating the loan interest rate.

One of the cases in which the interest rate calculation dispute occurred was a dispute between the customer on behalf of Mr. Harun Husain and the Marisa Branch Office National Pension Savings Bank. On May 31, 2011, the debtor in this case Mr. Harun Husain received a credit facility from the Marisa Branch Retired National Savings Bank as stated in the credit agreement Number: 0000974-SPK-7308-0511 dated May 31, 2011 along with all terms and conditions for credit facilities. which is one unit and is an inseparable part of the credit agreement with a credit ceiling of Rp. 1,500,000,000, - with an interest rate of 12% flat per year, the method of calculating the interest rate is equaled to the effective interest calculation of 20.3100% per year. The credit period is 60 months from 05 July 2011 to 05 June 2016 and the installments are Rp. 40,000,000 per month.

After almost two years of credit, banks and debtors agreed to enter into an agreement to amend the credit agreement with Number: 7001470-ADDPK-7308-0413 on May 1, 2013. This is because the debtor subscribed to the loan principal. Until 31 May 2011 up to 1 May 2013 the two years of credit went up, the debtor added the amount of the loan until finally returning to the ceiling of Rp 1,500,000,000 (salu billion five hundred million rupiah) with a flat rate of 12.00 per year, the method of calculating interest rates is equaled to the interest calculation effectively. With a period of 60 months starting on May 1, 2013 up to May 1, 2018 with a monthly installment amount of Rp. 40,000,000 (forty million rupiah) per month. And was secured with credit guarantees in this agreement, namely 4 (four) plots of land, 2 (two) buildings, and 1 (one) piece of the type of Honda type Jazz minibus vehicles in 2011.

Last on the third change with the credit agreement: 5002428-ADDPK-7308-0816 dated August 23, 2016, with a ceiling of Rp. 1,015,778,507, - with interest rates of 10.8% flat per year, the method of calculating interest rates is equaled with effective interest calculation of 17.8068% effective per year, a credit period of 84 months from August 23 2016 to September 7 2023 and installments of Rp. . 21,234,595, - per month with the same guarantee above.

On August 30, 2017, the debtor in this case Mr. Harun Husain submitted a letter requesting a review of the calculation of credit interest rates. The problem in calculating this loan interest rate is based on the credit facility agreement that the loan interest rate to be used is flat type interest rates per year or equalized to the effective interest calculation. But in the description of the calculation of the details of the installment schedule it turns out that the interest rate used is the interest rate for the annuity type. Whereas in the deed of agreement made in the form of underhanded deed that has been legalized by the notary on behalf of Boki Bahmi's mother. SH has never mentioned the calculation of interest rates by annuity. As long as the customer in this case the debtor in the name of Mr. Harun Husain feels aggrieved over the changes in the calculation of the loan interest rate. From the description of the above case, the author raised the following problem formulation, namely: Can the National Pension Savings Bank make changes to the interest rate calculation method without an agreement from the customer (debtor)?

What is the legal effect of changing the method of calculating credit interest rates without an agreement from the debtor.

2. Method

The type of research that will be used in this study is the type of normative research. Where the author will conduct secondary data collection by approaching primary legal material in the form of legislation, secondary legal material, and approaching the case. Besides that, it collects other supporting data that can clarify the description of the case in this study, so that it can answer the more scientific formulation of the problem in this study..

3.1.Can the National Retirement Savings Bank Party Make a Method of Changing the Interest Rate without an Agreement from the Customer

Funds collected by banks are funds from the community in this case from customers, as well as in terms of channeling funds in the form of credit loans also from the community. So the credit given to the community is from the community as well, so the real task of the bank is to turn money around. But in carrying out these tasks, it is not uncommon for banks to get their own problems caused by bad credit.

Credit is one form of channeling funds to the public for various forms of financing needs in accordance with customer needs. But not infrequently the customer as a debtor experiences bad credit due to (Salim.H.S, 2007: 137):

1. The economic condition of the customer
2. The debtor's ability to repay his debt is very low
3. Guarantee value is smaller than the principal and interest debt
4. Business customers go bankrupt
5. Credit received by customers is misused
6. Customer business management is very weak
7. The development of creditors towards customers is very lacking

If there is bad credit, of course this will also affect banking business activities in this case the bank acting as a creditor. This is because one source of income from the banking business is the result of calculating the customer's loan interest rate. So if there is bad credit, it will certainly affect the bank and this is what the banks fear. By that, banks always use the principle of prudence in providing credit to customers.

The problem of bad credit is a problem originating from customers, in this case the debtor. But it does not rule out the possibility that credit problems are also born from the creditors themselves in this case the bank.

Perpetual problems that have occurred that are the source of the problem from the bank are disputes regarding the method of calculating loan interest made by the Marisa Branch of the National Pension Savings Bank. This dispute occurred between one of the customers of the Marisa Branch Office National Pension Savings Bank. On May 31, 2011, the debtor received the credit facility from the Marisa Branch Retired National Savings Bank as in the credit agreement Number: 0000974-SPK-7308-0511 dated May 31, 2011 along with all terms and conditions for the provision of credit facilities which constitute a single unit and an inseparable part of the credit agreement with a credit ceiling of Rp. 1,500,000,000, - with an interest rate of 12% flat per year, the method of calculating the interest rate is equaled to the effective interest calculation of 20.3100%

per year. The credit period is 60 months from 05 July 2011 to 05 June 2016 and the installments are Rp. 40,000,000 per month

The credit agreement has been amended several times and finally with a credit agreement: 5002428-ADDPK-7308-0816 (second reconstruction) on August 23, 2016, with a ceiling of Rp. 1,015,778,507, - with interest rates of 10.8% flat per year, the method of calculating interest rates is equaled with effective interest calculation of 17.8068% effective per year, a credit period of 84 months from August 23 2016 to September 7 2023 and installments of Rp. . 21,234,595, - per month

There is also a guarantee in this credit agreement, namely:

- A plot of land and buildings in accordance with SHM Number: 133 Prosperity in the name of Said Husain located in Suka Makmur Village, Kec. Patilanggio, Kab. Pohuwato
- A plot of land and buildings in accordance with SHM Number: 153 / Suka Makmur on behalf of Harun Husain located in Suka Makmur Village, Kec. Patilanggio, Kab. Pohuwato
- A plot of land in accordance with SHM Number: 154 / Suka Makmur on behalf of Harun Husain, located in Suka Makmur village, Kec. Patilanggio, Kab. Pohuwato
- A piece of land in accordance with SHM Number: 1975 / Motolohu, on behalf of Harun Husain, located in Motolohu Village, Kec. Patilanggio, Kab. Pohuwato
- Vehicles of the 2011 Jaazz type minibus of the brand according to BPKB Number: 172903S2 An. Harun Husain.

On August 30, 2017, the debtor submits a letter requesting a review of credit interest rates. The problem in calculating this loan interest rate is based on the credit facility agreement that the loan interest rate to be used is flat type interest rates per year or equalized to the effective interest calculation. But in the description of the calculation of the details of the installment schedule it turns out that the interest rate used is the interest rate for the annuity type. Whereas in the deed of agreement made in the form of underhanded deed that has been legalized by the notary on behalf of Boki Bahmi's mother. SH has never mentioned the calculation of interest rates by annuity. As long as the customer in this case the debtor feels aggrieved over the changes in the calculation of the loan interest rate

Based on the chronology of the above case, the most important problem points according to the author are changes in the calculation of credit interest rates made by the National Retirement Savings Bank which is actually not in accordance with what has been agreed on by both parties in the form of underhanded deeds.

Continue from that, based on the data the author obtained from the BPSK Regency. Pohuwato regarding the results of the response of the Marisa Branch of the National Retirement Savings Bank on November 29, 2017 for complaints from the debtor on August 30, 2017, in the response letter Concerning the Principal Case Number 9 explained that

- Loan interest rates have been described in Article 1 of the loan agreement: 5002428-ADDPK-7308-0816 (second recurization) dated August 25, 2016 that:
- Interest rates: 10.80% flat per year the method of calculating interest rates is compared with the calculation of the interest effectively

- In the installment schedule that has been agreed and signed by the complainant (debtor) it has been determined and agreed that:

Loan Principal: Rp. 1,015,778,507

Duration: 84 months (7 years)

Effective interest rate: 10.80% per year

Installment amount: Rp. 21,234,595, - per month that must be paid by claimants every 07 starting from October 7, 2017 to September 7, 2023

Based on the data the author obtained from the bank's response letter that the actual interest rate for the loan principal is Rp. 1,015,778,507 if using the effective interest calculation, the interest rate is 17.8068% per year and so if the interest rate is annuity. But under the loan agreement the hand is written using flat interest rates and will be calculated based on the method of calculating interest effectively.

From the quote from the bank's response letter above, it can be understood that the calculation of loan interest rates uses a flat interest rate of 10.80% per year and the calculation method uses the interest calculation method effectively. So it can be understood that the actual flat rate and effective interest rates are different even though the amount of credit is the same. For example, if the principal is Rp. 1,000,000,000 (one billion rupiah) of flat interest is 12.80% per year, so it is possible to use an effective interest rate to increase the interest rate to 15.80% per year. The amount is not the same as the interest rate even though the main loan is the same, namely 1 billion rupiah

The further question to answer the problem statement above is whether the National Bank Pension Pension Bank Marisa may make changes to the calculation of loan interest rates?

One example of a bank that makes adjustments or changes in interest rates is Maybank, which was formerly called Bank Internasional Indonesia. Where on the official website page it was announced that changes in the calculation of interest rates could have occurred and were carried out by the bank. This happens because of the rupiah currency with floating loan rates so that the adjustment adjusters need to be increased by 0.25% - 0.50%. And this applies to customers who have received credit facilities and customers who will apply for a new credit facility (file: /// C: /Users/user/Music/Performasi%20Suku%20Bunga.html. Accessed on March 20, 2018).

From the example above, the bank is basically able to change the loan interest rates both for customers who have received credit facilities and customers who will apply for new credit facilities. This change is influenced by the rupiah and if the rupiah declines, the bank will certainly conduct a proper audit or not if an interest rate adjustment is made to maintain the health of the bank. So, banks are required to assess the bank's soundness on a quarterly basis and one of the audited factors is capital regarding the ability of the bank to maintain the need for additional capital derived from profits. Then one of the ways the bank stays healthy is by raising credit interest rates.

Banks as legal entities are certainly also pursuing profits. And one source of bank income is the interest on loan loans that have been channeled to customers. And if the bank's revenue target is threatened because the value of the rupiah weakens or floats, the bank is basically allowed to raise lending rates as long as it does not exceed the limit set by the government in this case the Financial Services Authority. changes or adjustments in loan interest rates with rupiah value. But the change in the method of calculating credit interest rates from the type of effective calculation becomes an annuity

calculation. So that changes in the method of calculating interest rates should not be done without an agreement from both parties

3.2. What are the Legal Effects of Changing Credit Interest Rate Calculation without the Agreement of the Debtor.

In the first credit agreement Number: 0000974-SPK-7308-0511 dated May 31, 2011 along with all the terms and conditions for the Granting of Credit Facilities which are one entity and are an integral part of the credit agreement (SKUPK) with a ceiling of Rp. with an interest rate of 12% flat per year, the interest rate calculation method is equated with an effective interest calculation of 20.3100% per year. With a credit period of 60 months from July 5, 2011 to July 5, 2016 and a loss of Rp. 40,000,000 per month:

Setelah hampir dua tahun berjalanya kredit, antara pihak bank dan debitur bersepakat untuk melakukan perjanjian perubahan terhadap perjanjian kredit dengan Nomor: 7001470-ADDPK-7308-0413 pada tanggal 01 Mei 2013 dimana substansi yang paling pokok dalam perjanjian perubahan tersebut terdapat pada bagian Resital (pertimbangan) huruf B yang berbunyi: *“oleh dan antara BANK dan DEBITUR telah saling setuju untuk menambah jenis/menambah jumlah plafond/mengubah angsuran/jangka waktu/mengubah jaminan FASILITAS KREDIT menjadi sebagaimana akan diatur dibawah ini”*.

From May 31, 2011 to May 1, 2013, approaching two years of ongoing credit, the debtor adds to the amount of credit until finally returning to the ceiling of Rp 1,500,000,000, - with a flat interest rate of 12.00% per year, the interest rate calculation method is equated with interest calculation effectively. With a period of 60 months starting on May 1, 2013 up to May 1, 2018 with monthly installments of Rp. 40,000,000 per month. In addition, it is added with credit guarantees as mentioned in the background and in the explanation of the answer to the problem statement above.

After 3 years of credit running after the 2nd change, the bank and debtor will again make changes to the credit agreement and finally with the credit agreement Number: 5002428-ADDPK-7308-0816 dated August 23, 2016, with a ceiling: Rp. 1,015,778,507, interest of 10.8% flat per year, the method of calculating interest rates is equated with effective interest calculation of 17.8068% effective per year with a period of 84 months from August 23, 2016 to September 7, 2023 and installments of Rp. 21,234,595, - per month with the same guarantee on the change in the second agreement.

One more year after the amendment to the third credit agreement, the debtor submitted a request for a review of interest rate calculations, feeling that the bank had mistakenly calculated interest rates and calculated interest rates that had never been promised. Where the method of calculating the agreed interest rate is to use a flat rate of 12.00% flat per year which will be calculated using the effective interest rate calculation method. However, the fact received by the debtor after seeing the details of the payment precisely uses a method of calculating annuity interest rates that have not been agreed upon.

From this case, if a comparison is made between the method of calculating annuity rates and the effective interest type calculation method by calculating the monthly installments of credit based on the latest agreement:

Loan Principal: Rp. 1,015,778,507

Duration: 84 months (7 years)

Effective interest rate: 10.80% per year (0.90% per month)

The amount of installments: not settled per month and the longer the rate decreases because the installment of the monthly interest decreases every time the installments

Total installments: Rp 1,404,313,785.93 (one billion four hundred four million three hundred thirteen thousand seven hundred eighty five comma Ninety three rupiahs)

Bring it if you use the annuity rate calculation method, namely:

Loan Principal: Rp. 1,015,778,507

Duration: 84 months (7 years)

Annuity interest rate: 10.80% per year (0.90% per month)

Installment amount: IDR 17,285,569, - per month

Total installments: IDR 1,452,021,408.06 (one billion four hundred fifty two million twenty one thousand four hundred eight point zero six rupiah)

If analyzed the comparison between the calculation of credit interest and the effective method with the annuity method above, then of course the calculation of interest by using an effective method is more beneficial to the consumer compared to using the calculation of the annuity interest. This can be seen in the total installments for 84 months or for 7 years for the calculation of the effective interest of Rp. 1,404,313,785.93 while for the calculation of the annuity interest Rp. 1,452,021,408.06. So there is a Rp. 1,452,021,408.06 - Rp. 1,404,313,785.93 = Rp. 47,707,622.1. Thus if the interest calculation is done, the annuity is clearly very detrimental to the consumer in this case the debtor because if calculated from the results of the above breakdown divided by 84 months, then the average consumer must translate to around IDR 567,947, - per installment of the total installments that should be based on an agreement

Furthermore, from the response letter from the National Pension Savings Bank in section number 9, it was explained that:

- Interest rates: 10.80% flat per year the method of calculating interest rates is compared with the calculation of the interest effectively
- In the installment schedule that has been agreed and signed by the complainant (debtor) it has been determined and agreed that:

Loan Principal: Rp. 1,015,778,507

Duration: 84 months (7 years)

Effective interest rate: 10.80% per year

Installment amount: IDR 21,234,595, - per month

From the results of the response letter above, it is understood that the bank has been wrong in setting the amount of installments per month. Because the method of calculating credit interest rates with an effective method cannot be determined the amount of installments per month. This is because every installment uses an effective calculation of the interest installments decreases while the principal installments are fixed. So that the monthly installments cannot be set at IDR 21,234,595 per month. And if it is set to 84 months, the total amount to be paid by the debtor is IDR 21,234,595, - 84 84 months = IDR 1,783,705,980.

From the brief explanation above, it can be concluded that the Marisa Branch National Pension Savings Bank has carried out defaults since the first credit agreement, changes to the second credit agreement, and arrived at a change in the third credit agreement for changes in interest rates. Thus, of course this has legal consequences that must be borne by the party who defaults, in this case the National Pension Savings Bank. So that there are 4 four possibilities for applying the legal consequences of defaults carried out by the bank, namely:

1. Cancellation of contract only;
2. Cancellation of contracts accompanied by compensation;
3. Contract fulfillment only;
4. Compliance with contracts accompanied by compensation

4. Conclusion

Banks as legal entities must also pursue profits. And one source of bank income is the interest on loan loans that have been channeled to customers. And if the bank's revenue target is threatened because the value of the rupiah weakens or floats, the bank is basically allowed to raise lending rates as long as it does not exceed the limit set by the government in this case the Financial Services Authority. changes or adjustments in loan interest rates with rupiah value. But the change in the method of calculating credit interest rates from the type of effective calculation becomes an annuity calculation. So that changes in the method of calculating interest rates should not be done without an agreement from both parties

The Marisa Branch National Pension Savings Bank has carried out defaults since the first credit agreement, changes to the second credit agreement, and arrived at a change in the third credit agreement for changes in interest rates. Thus, of course this has legal consequences that must be borne by the party who defaults, in this case the National Pension Savings Bank. Then the actions of the bank are included in the category of actions that cause losses to the debtor due to default of creditors (BTPN), so that the legal consequences can be by canceling the agreement along with guri change or by fulfilling the agreement accompanied by compensation

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