

**Similarities in the Position of Commercial Banks and Rural Banks
Regarding the Purchase of Collateral by Bad Debtors
(Study of Constitutional Court Decision No:102/PUU-XVIII/2020)**

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Abstrak

Banks operating in Indonesia according to the Banking Law are Commercial Banks and Rural Banks. One of the business similarities between commercial banks and people's credit banks is providing credit. Something related to granting credit is the existence of collateral from the debtor's assets. If the debtor fails to carry out his obligations, the way to handle this problem is that commercial banks can purchase part or all of the debtor's collateral, while Rural Banks cannot. The different treatment or inequality before the law experienced by Rural Banks and Commercial Banks based on the provisions of Article 12 A of Law Number 10 of 1998 concerning Banking makes Rural Banks submit a Judicial Review to the Constitutional Court through constitutional case No: 102/PUU-XVIII/2020. Until the Constitutional Court granted the request for a judicial review of Article 12 A of Law No. 10 of 1998. After the Constitutional Court's decision, Rural Banks have an equal position with Commercial Banks in terms of being able to purchase part or all of debtors' collateral. The AYDA mechanism can be fully followed by BPRs as a solution to dealing with the problem of bad credit risk from debtor customers. In other words, the Constitutional Court's decision has benefits for the banking business sector in terms of handling the risk of debtors' bad credit which is a problem in banking businesses which often closes businesses.

Keywords: Collateral, Credit, Debtor, Bank

A. Introduction

Institutionally, banks operating in Indonesia according to the Banking Law are Commercial Banks and Rural Banks ¹. Commercial Banks are banks that carry out business activities conventionally and/or based on Sharia Principles and in their activities provide services in payment traffic ². Rural Credit Banks are banks that carry out conventional business activities or based on sharia principles whose activities do not provide services in payment traffic. ³ Adapun perbedaan antara Bank Umum dan Bank Perkreditan Rakyat digambarkan dalam tabel perbandingan sebagai berikut:

¹Pasal 5 Ayat 1 UU No 2 Tahun 1997 Tentang Perbankan

²Pasal 1 Angka 3 UU No 10 Tahun 1998 Tentang Perubahan UU No 7 Tahun 1992 Tentang Perbankan.

³ Pasal 1 Angka 4 UU No 10 Tahun 1998 Tentang Perubahan UU No 7 Tahun 1992 Tentang Perbankan.

No.	Usaha Bank Umum (Pasal 6 UU 10 Tahun 1998)	Rural Bank Business (Article 13 Law 10 of 1998)
1.	Collect funds from the public in the form of savings in the form of current accounts, time deposits, certificates of deposit, savings and/or other equivalent forms;	Collecting funds from the public in the form of savings in the form of time deposits, savings and/or other equivalent forms;
2.	Giving credit;	Giving credit;
3.	Issue a debt acknowledgment letter;	Providing financing for customers based on the principle of profit sharing in accordance with the provisions stipulated in government regulations;
4.	Buy, sell or guarantee at your own risk or for the benefit and at the behest of your customers;	Placing funds in the form of Bank Indonesia Certificates (SBI), time deposits, deposit certificates and/or savings at other banks;
5.	Transferring money for both your own interests and the interests of your customers;	
6.	Placing funds with, borrowing funds from, or lending funds to other banks, either by using letters, telecommunication facilities or by bearer money orders, checks or other means of writing;	
7.	Receive payments and invoices for securities and carry out calculations with or between third parties;	
8.	Providing a place to store goods and securities;	
9.	Carrying out custody activities for the benefit of another party based on a contract;	
10	Placing funds from customers to other customers in the form of securities that are not listed on the stock exchange;	
11	Purchase through an auction of collateral, either in whole or in part, in the event that the debtor does not fulfill his obligations to the bank, provided that the collateral purchased must be disbursed as soon as possible;	

12	Carrying out factoring activities, credit card business and trustee activities;	
13	Providing financing for customers based on the principle of profit sharing in accordance with the provisions stipulated in government regulations;	
14	Carrying out other activities commonly carried out by banks as long as they do not conflict with this law and the applicable laws and regulations;	

If you look at the table above, one of the business similarities between commercial banks and rural credit banks is in providing credit. Something related to providing credit is the existence of collateral⁴ from the debtor's assets. If the debtor fails to carry out his obligations, to handle this problem, commercial banks can purchase part or all of the debtor's collateral, while Rural Banks cannot..

Provision ⁵ This is considered unfair by the People's Credit Bank. Different treatment or inequality before the law experienced by Credit Banks as a result of the provisions of Article 12 A of Law 10/1998 makes Rural Banks submit a Judicial Review to the Constitutional Court⁶. That the provisions of the norms of Article 12 A paragraph (1) of Law 10/1998 which regulate that Commercial Banks can purchase part or all of the collateral, either through auction or outside of auction, give rise to potential losses for Rural Banks because of Article 12 A paragraph (1) of Law 10 /1998 gave rise to 2 (two) different (ambiguous) and conflicting interpretations by the implementing agencies of the Banking Law, namely between Bank Indonesia (BI) and the Financial Services Authority (OJK) and the Directorate General of State Assets, Ministry of Finance (DJKN)..

This different interpretation is due to the fact that on the one hand BI and OJK have passed through Bank Indonesia Regulation (PBI) Number 13/26/PBI/2011 concerning Amendments to PBI Number 8/19/PBI/2006 in conjunction with Financial Services Authority Regulation (POJK) Number 33 /POJK .03/2018 dated 27 December 2018, allows Rural Banks (BPR) to take over their customers' bad credit collateral through auctions as do Commercial Banks. Meanwhile, DJKN, through Letter Number S-407/KN.7/2012 dated April 12 2012, only allows Commercial Banks and prohibits BPRs from participating in auctions to take over collateral for their customers' bad loans. This condition means that the BPR cannot take over the collateral through auction, especially if there is no interest in the goods being auctioned because the BPR is hampered and rejected by the auction office as an implementation of the DJKN Letter.. As a result, BPRs are

⁴ Pasal 1 angka 23 UU No 10 Tahun 1998, Agunan adalah jaminan tambahan yang diserahkan nasabah debitur kepada bank dalam rangka pemberian fasilitas kredit atau pembiayaan berdasarkan Prinsip Syariah.

⁵ Sumber sumber hukum dalam arti formal adalah Undang-Undang, Kebiasaan, Keputusan Pengadilan, Traktat atau Perjanjian dan Pendapat ahli hukum terkemuka sebagai sumber hukum tambahan..

⁶ Mahkamah Konstitusi adalah salah satu pelaku kekuasaan kehakiman sebagaimana dimaksud dalam Pasal 24 ayat (2) dan Pasal 24 C ayat (1) – Ayat (6) Undang Undang Dasar Negara Republik Indonesia Tahun 1945.

hampered in their rights to resolve their customers' bad credit. The formulation of the problem in this research is formulated as follows :

1. 1. What are the Similarities in the Positions of Commercial Banks and Rural Banks in Taking Over Collateral Based on Constitutional Court Decision No. 102/PUU-XVIII/2020?
2. 2. Is Constitutional Court Decision No. 102/PUU-XVIII/2020 Beneficial for the Banking Business Sector?

B. Research Methods

The research method used is normative juridical⁷. In normative legal research, several approaches are used, namely the statutory approach, the conceptual approach, the analytical approach, the comparative approach, the historical approach, the philosophical approach (philosophical approach) and case approach⁸. The nature of the research in writing this paper is descriptive. Descriptive research is research that is explanatory in nature and aims to obtain a complete picture (description) of the legal situation that applies in a certain place and at a certain time, or regarding existing juridical phenomena, or certain legal events that occur in society⁹. The data used is primary and secondary data sourced from laws and regulations regarding banking, auctions for debtor collateral as well as Constitutional Court Decision No: 102/PUU-XVIII/2020 and books and journals discussing banking. To collect materials and data, document studies were used, by reading the provisions of existing laws and regulations and linking them to legal theory and expert opinions. Based on a review of primary data, abstraction and reconstruction of the intellectual activities that have resulted in these various written works are then carried out. The abstraction and reconstruction were carried out using the results of a review of secondary data consisting of various literary sources in the legal field, especially those regulating banking.

C. Analysis and Discussion

1. Similarity in the Position of Commercial Banks and Rural Banks After the Constitutional Court Decision

Constitutional case number 102/PUU-XVIII/2020 was filed at the Registrar's Office of the Constitutional Court on November 12 2020 by PT Bank Perkreditan Rakyat Lestari Bali located at Jalan Teuku Umar, Denpasar Bali (hereinafter written by the applicant)¹⁰. The Petitioner submitted a request for review of Article 12 A Paragraph (1) of Law No. 10 of 1998 concerning Banking which reads "(1) Commercial Banks can purchase part or all of the collateral, either through auction or outside the auction based on voluntary handover by the owner of the collateral or based on power of attorney. to sell outside of auction from the owner of the collateral in the event that the debtor customer does not fulfill his obligations to the bank, provided that the collateral purchased must be disbursed as soon as possible" to :

⁷ Rahimah, Rahimah, and Ismail Koto. "Implications of Parenting Patterns in the Development of Early Childhood Social Attitudes." *International Journal Reglement & Society (IJS)* 3.2 (2022): 129-133.

⁸ Johny Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif*, Edisi revisi, Cetakan keempat (Malang: Bayumedia Publishing,2011), hlm.300.

⁹ Pedoman Penulisan Disertasi Program Studi Doktor Hukum, Pascasarjana Universitas Muhammadiyah Sumatera Utara,2022, hlm.24.

¹⁰ Salinan Putusan Perkara Konstitusi Nomor 102/PUU-XVIII/2020 Tanggal 29 September 2021.

- Article 28 D Paragraph (1) of the 1945 Constitution which reads: "(1) Everyone has the right to recognition, guarantees, protection and fair legal certainty as well as equal treatment before the law."
- Article 28 H Paragraph (2) of the 1945 Constitution which reads: (2) "Every person has the right to receive facilities and special treatment to obtain the same opportunities and benefits in order to achieve equality and justice".
- Article 33 Paragraph (4) of the 1945 Constitution which reads (4) "The Indonesian economy is based on economic democracy with the principles of togetherness, fair efficiency, sustainability, environmental insight, independence, and by maintaining balance, progress and unity of the national economy".

That the applicant argued 8 (eight) arguments as reasons for submitting the request for judicial review ¹¹. It is described as follows :

- a. a. The object of the application in the aquo application is an examination of the material content of Article 12 A Paragraph (1) of the Banking Law regarding the meaning of the phrase "Commercial Bank" which in full reads: Commercial Banks can purchase part or all of the collateral, either through auction or outside auction based on voluntary surrender. by the owner of the collateral or based on the power to sell outside of auction from the owner of the collateral in the event that the debtor customer does not fulfill his obligations to the bank, provided that the collateral purchased must be liquidated as soon as possible," is contrary to the 1945 Constitution which can be explained as follows:
 - a. Conflict between Article 12 A Paragraph (1) of the Banking Law and Article 28 D Paragraph (1) of the 1945 Constitution, CHAPTER XA Concerning Human Rights;
 - b. Conflict between Article 12 A Paragraph (1) of the Banking Law and Article 28 H Paragraph (2) of the 1945 Constitution, CHAPTER XA Concerning Human Rights;
 - c. Conflict between Article 12 A Paragraph (1) of the Banking Law and the 1945 Constitution, CHAPTER XIV concerning National Economy and Social Welfare Article 33 Paragraph (4);
- b. That the phrase Commercial Banks in Article 12 A Paragraph (1) also contradicts Article 4 of the Human Rights Law because equality before the law is a Human Right with an absolute character that cannot be violated under any circumstances;
- c. Whereas the losses experienced by the applicant were a result of the enactment of Article 12 A Paragraph (1) of the Banking Law, where the regulations differentiate treatment between Commercial Banks and Rural Banks; This difference only benefits commercial banks, on the other hand it harms Rural Banks, including the applicant, thus violating the principles of social justice for all Indonesian people;
- d. That the provisions of the phrase Commercial Bank Article 12 A Paragraph (1) of the Banking Law do not fulfill provision f, namely the clarity of the formulation of

¹¹Ibid.

Article 5 of the Law on the Establishment of Legislative Regulations (P3)¹². Also not in accordance with Article 6 Paragraph (1) of the P3 Law.

- e. Agreement¹³ credit as a law for the parties who make it, so that the phrase Commercial Banks Article 12 A Paragraph (1) of the Banking Law which is interpreted by the DJKN that Rural Banks are prohibited and only Commercial Banks can take over bad credit collateral through auction is contradictory with the principle of freedom of contract in contract law;
- f. The Petitioner's request for a judicial review is to obtain a protection solution from the state, namely to be able to resolve bad loans even though they have been given restructuring by taking over the building in the same way as a commercial bank. If this protection does not exist, Rural Banks will experience banking problems such as payment failures, a Money Rush and even more extreme cases, namely the liquidation of Rural Banks, causing losses to many Rural Banks, millions of employees and ultimately harming all parties which can damage economic stability. nationally;
- g. That the applicant is not allowed to participate in the auction of collateral for bad debtor customers in order to fight for certainty, justice and legal benefits;
- h. Losses resulting from statutory regulations are the responsibility of the state to overcome losses and resolve legal problems that arise at Rural Banks and customers due to bad credit from customers who are in limbo. In this condition, only the state, through the Constitutional Court, can protect and provide a fair interpretation of the meaning of the phrase "Commercial Bank" in Article 12 A Paragraph (1) of the Banking Law;

The petition submitted by the applicant in the constitutional case reviewing this law is described as follows:

- a. Grant the applicant's request in its entirety;
- b. Declare that the content of Article 12 A Paragraph (1) of Law Number 10 of 1998 concerning Amendments to Law No. 7 of 1992 (State Gazette of the Republic of Indonesia of 1998 Number 182, Supplement to State Gazette of the Republic of Indonesia Number 3472) concerning Banking is contrary to the Law The 1945 Constitution of the Republic of Indonesia and does not have binding legal force as long as the phrase Commercial Bank is not interpreted as Commercial Bank or Rural Bank;
- c. Order this decision to be published in the State Gazette of the Republic of Indonesia as appropriate;

¹²Pasal 5 huruf f UU No 12 Tahun 2011 Tentang Pembentukan Peraturan Perundang-undangan berbunyi : "Dalam membentuk Peraturan Perundang-undangan harus dilakukan berdasarkan pada asas Pembentukan Peraturan Perundang-undangan yang baik yang meliputi : f. kejelasan rumusan;

¹³ Pasal 1240 KUH Perdata menyebutkan tentang perjanjian untuk tidak berbuat sesuatu (tidak melakukan sesuatu perbuatan), bahwa si berpiutang (kreditur) berhak menuntut penghapusan segala sesuatu yang telah dibuat berlawanan dengan perjanjian dan bolehlah ia minta supaya dikuasakan oleh hakim untuk menyuruh menghapuskan segala sesuatu yang telah dibuat tadi atas biaya si berutang (debitur), dengan tidak mengurangi haknya untuk menuntut ganti rugi, jika ada alasan untuk itu. Pasal 1241 KUH Perdata menerangkan tentang perjanjian untuk berbuat sesuatu (melakukan suatu perbuatan), bahwa, apabila perjanjian tidak dilaksanakan (artinya apabila siberutang tidak menepati janjinya), maka si berpiutang (kreditur) boleh juga dikuasakan supaya dia sendirilah mengusahakan pelaksanaannya atas biaya si berutang (debitur). (Vide Subekti, Hukum Perjanjian (Jakarta: Intermasa, 2004) hlm. 37.)

Or, if Your Excellency the Panel of Constitutional Judges at the Constitutional Court of the Republic of Indonesia has a different opinion, the Petitioner requests the fairest possible decision (ex aequo et bono).

Legal considerations of Constitutional Court judges examining constitutional case number 102/PUU-XVIII/2020 relating to the Equality of Position of Commercial Banks and Rural Banks in the Case of Taking Over Collateral¹⁴ and a final and legally binding decision is taken, namely:

- Grant the Petitioner's Application;
- Declaring the phrase "Commercial Bank" in Article 12 A Paragraph (1) of Law 10/1998 concerning Amendments to Law Number 7 of 1992 concerning Banking (State Gazette of the Republic of Indonesia of 1998 Number 182, Supplement to the State Gazette of the Republic of Indonesia number 3790) is contrary to the Law -The Constitution of the Republic of Indonesia of 1945 and does not have binding legal force as long as it is not interpreted as "Commercial Banks and Rural Banks". Thus, Article 12 A Paragraph (1) of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking (State Gazette of the Republic of Indonesia of 1998 Number 182, Supplement to the State Gazette of the Republic of Indonesia Number 3790) which originally read: "Commercial Banks can purchase part or all of the collateral, either through auction or outside of auction based on voluntary handover by the owner of the collateral or based on the power of attorney to sell outside of auction from the owner of the collateral in the event that the debtor customer does not fulfill his obligations to the bank, provided that the purchased collateral must be liquidated as soon as possible ", in full it reads "Commercial Banks and Rural Banks can buy part or all of the collateral, either through auction or outside auction based on voluntary surrender by the collateral owner or based on the power of attorney to sell outside the auction from the collateral owner in the event that the debtor customer does not comply obligations to the bank, provided that the collateral purchased must be disbursed as soon as possible."
- order this decision to be published in the State Gazette of the Republic of Indonesia as appropriate.

2. Benefits of Constitutional Court Decision No. 102/PUU-XVIII/2020 for the Banking Business Sector

BPR and BPRS credit and financing are mostly channeled to the productive sector (working capital credit and investment credit). As of April 2021, the amount of credit and financing distributed to the productive sector is Rp. 57,020,000,000,000,- (fifty

¹⁴ Pasal 1 Angka 14 Peraturan OJK Nomor 29/POJK.03/2019 tentang Kualitas Aset Produktif dan Pembentukan Penyisihan Penghapusan Aset Produktif Bank Pembiayaan Rakyat Syariah Agunan Yang Diambil Alih (AYDA) adalah aset yang dibeli BPRS untuk penyelesaian pembiayaan, baik melalui pelelangan, atau di luar pelelangan berdasarkan penyerahan secara sukarela oleh pemilik agunan atau berdasarkan surat kuasa untuk menjual di luar lelang dari pemilik agunan, dalam hal nasabah telah dinyatakan macet. Bandingkan dengan Pasal 1 Angka 11 POJK Nomor 33/POJK.03/2018 Tentang Kualitas Aset Produktif dan Pembentukan Penyisihan Penghapusan Aset Produktif Bank Perkreditan Rakyat AYDA adalah aset yang diperoleh BPR untuk penyelesaian kredit, baik melalui pelelangan, atau di luar pelelangan berdasarkan penyerahan secara sukarela oleh pemilik agunan atau berdasarkan surat kuasa untuk menjual di luar lelang dari pemilik agunan, dalam hal nasabah telah dinyatakan macet.

seven trillion twenty billion rupiah) Working Capital Credit and Rp. trillion two hundred and twenty billion rupiah) Investment Credit, or 53.44% of the total credit and financing of BPR and BPRS as a whole¹⁵.

Credit and financing channeled to the productive sector have inherent risks¹⁶ which is higher than credit and financing to the consumer sector. This is because the source of returns or payments for credit and financing for the consumer sector generally comes from the debtor's income (salary), which is relatively more certain.¹⁷

Therefore, in channeling credit and financing to the productive sector, a very adequate analysis is needed, both of the capacity and management of the individual debtor's business, as well as the prospects of the economic sector being financed. The high uncertainty of returns or payments for productive sector credit and financing (relative to consumer sector credit and financing), causes BPRs and BPRSs to request additional collateral in the form of collateral as credit risk mitigation, where BPRs and BPRSs will take over and sell the collateral in the event that the debtor experiences failure. to complete or pay off credit and financing that has been distributed by BPR and BPRS¹⁸.

From the perspective of the principle of legal benefit (utility), the meaning of Article 12 A Paragraph (1) of Law 10/1998 before the Constitutional Court decision only made it easier for Commercial Banks and did not make things easier for all banking parties, especially Rural Banks, thus the law became useless for citizens or at least the law has actually eliminated the constitutional rights of citizens and therefore must be cancelled.

Beliefs accepted as the basis of moral utility or the principle of greatest happiness state that an action is judged right if the person doing it tends to intend to increase happiness and the action is judged wrong if the opposite is intended. Happiness is the goal, so the intended action is to achieve pleasure and avoid pain¹⁹.

Mills' theory above received sharp criticism from John Rawls. According to him, the basic structure of society is always marked by inequality. There are those who benefit more and there are those who benefit less. This situation requires fair handling²⁰. Therefore, law, as one of the elements of the basic structure of society, must regulate in such a way based on two principles, namely first, establishing equal freedom for each person to gain access to wealth, income, food, protection, authority, power, self-esteem, rights. -rights and freedoms. Second, the principle of differences and equality of opportunities²¹.

¹⁵ Data Otoritas Jasa Keuangan R.I disampaikan tertulis pada persidangan perkara Konstitusi Nomor:102/PUU-XVIII/2020 diterima Kepaniteraan Mahkamah Konstitusi tanggal 2 Juli 2020 (vide salinan putusan hlm . 83-84).

¹⁶ Menurut Kamus Besar Bahasa Indonesia Inheren adalah 1. Berhubungan erat (dengan); tidak dapat diceraikan;melekat; 2. Yang menjadi sifat.

¹⁷Data Otoritas Jasa Keuangan R.I.,*op.cit.*,hlm.84.

¹⁸ Data Otoritas Jasa Keuangan R.I.,*op.cit.*,.

¹⁹John Stuart Mill, Utilitarianisme Prinsip Kebahagiaan Terbesar diterjemahkan dari Utilitarianism terbitan Longmans,Green&Co Pen: Artika Sari,Editor: Era Ari Astato (Yogyakarta: Basabasi,2020) hlm.12.

²⁰Bernard L Tanya, Yoan N Simanjuntak dan Markus Y Hage, Teori Hukum Strategi Tertib Manusia Lintas Ruang dan Generasi (Yogyakarta: Genta Publishing,2010),hlm.94.

²¹Ibid.

Credit Banks, through the decision of the Constitutional Court, have the same opportunity as Commercial Banks, Sharia Commercial Banks and Sharia Rural Banks (BPRS) in the AYDA mechanism to be able to manage credit risk and sustain their business. The existence of the Constitutional Court as a state institution whose function is to handle certain cases in the constitutional field, in order to safeguard the constitution so that it is implemented responsibly in accordance with the will of the people and democratic ideals. So the existence of the Constitutional Court as a judicial authority is a form of law in obtaining equal opportunities for citizens/legal subjects.

After the decision of the Constitutional Court, Rural Banks benefited from being able to take steps as regulated in Article 12 A Paragraph (1) of Law 10/1998 concerning Banking. The AYDA mechanism can be fully followed by BPRs as a solution to dealing with the problem of bad credit risk from debtor customers. In other words, this decision has benefits for the banking business sector in terms of handling bad credit which is a risk and even has the potential to close the business. However, the implementation of AYDA is still guided by the Financial Services Authority Regulation 33/POJK.03/2018 concerning KAP PPAP BPR. Basically, banks, both Commercial Banks and Rural Banks, have an obligation to always pay attention to the principle of prudence and healthy credit principles as a means of prevention of Non-Performing Loans (NPL/Bad Credit).

D. Conclusion

1. The Constitutional Court stated that the phrase "Commercial Banks" Article 12 A Paragraph (1) of Law 10/1998 must be interpreted as "Commercial Banks and Rural Banks". This decision provides legal certainty and provides equal opportunities for BPRs in participating in collateral auctions for their debtor customers' bad credit.
2. The benefits of the Constitutional Court's decision will be felt by the banking business in general and Rural Banks in particular in terms of obtaining legal certainty in following the AYDA Mechanism which can be fully used by BPRs as a solution to handle the problem of bad credit risk from debtor customers.

E. Reference

- Bernard L Tanya, Yoan N Simanjuntak dan Markus Y Hage, *Teori Hukum Strategi Tertib Manusia Lintas Ruang dan Generasi* (Yogyakarta: Genta Publishing,2010)
- Rahimah, Rahimah, and Ismail Koto. "Implications of Parenting Patterns in the Development of Early Childhood Social Attitudes." *International Journal Reglement & Society (IJRS)* 3.2 (2022)
- John Stuart Mill, *Utilitarianisme Prinsip Kebahagiaan Terbesar* diterjemahkan dari *Utilitarianism* terbitan Longmans,Green&Co Pen: Artika Sari,Editor: Era Ari Astato (Yogyakarta: Basabasi,2020)
- Johny Ibrahim, *Teori dan Metodologi Penelitian Hukum Normatif*, Edisi revisi, Cetakan keempat (Malang: Bayumedia Publishing,2011),
- Kamus Besar Bahasa Indonesia
- Pedoman Penulisan Disertasi Program Studi Doktor Hukum, Pascasarjana Universitas Muhammadiyah Sumatera Utara,2022, hlm.24.

Peraturan OJK Nomor 29/POJK.03/2019 tentang Kualitas Aset Produktif dan Pembentukan Penyisihan Penghapusan Aset Produktif Bank Pembiayaan Rakyat Syariah Agunan Yang Diambil Alih (AYDA)

Rahimah, Rahimah, and Ismail Koto. "Implications of Parenting Patterns in the Development of Early Childhood Social Attitudes." *International Journal Reglement & Society (IJRS)* 3.2 (2022)

Salinan Putusan Perkara Konstitusi Nomor 102/PUU-XVIII/2020 Tanggal 29 September 2021.

Subekti, Hukum Perjanjian (Jakarta: Intermasa,2004)

UU No 10 Tahun 1998 Tentang Perubahan UU No 7 Tahun 1992 Tentang Perbankan.

UU No 12 Tahun 2011 Tentang Pembentukan Peraturan Perundang-undangan

UU No 7 Tahun 1992 Tentang Perbankan

UUD 1945