

## LEGAL PROTECTION FOR CUSTOMER OF BANKRUPT RURAL BANK (BPR) IN INDONESIA

Selvia Nola<sup>1</sup>, Suci Zalsabilah Basri<sup>2</sup>, Sylvi Nur Hafiza<sup>3</sup>

### Abstract

Protection of rural credit bank customers as consumers is intended so that customers have the right to file complaints and use banking mediation forums to be able to resolve disputes in the banking sector simply, cheaply, and quickly. Customer protection is also needed so that when an unwanted thing occurs, such as bankruptcy, it can be immediately resolved by a legal entity that helps resolve the problem. The research method of this paper uses the method normative research with literature study conducted through books, references, journals, results of previous research, related to the issues under study, namely based on the Banking Law and the Civil Code. Customer legal protection, viewed also from consumer protection laws and forms of customer legal protection, is a guarantee of legal certainty for customers to be protected and to receive correct, clear, and honest services regarding the conditions and guarantees of services provided.

Keywords: bankruptcy; consumer; protection

### Abstrak

Perlindungan nasabah BPR sebagai konsumen dimaksudkan agar nasabah memiliki hak untuk mengajukan pengaduan dan menggunakan forum mediasi perbankan untuk dapat menyelesaikan sengketa di bidang perbankan secara sederhana, murah, dan cepat. Perlindungan nasabah juga diperlukan agar bila terjadi hal yang tidak diinginkan seperti kebangkrutan dapat segera diselesaikan oleh badan hukum yang membantu menyelesaikan masalah tersebut. Metode penelitian menggunakan metode penelitian normatif dengan studi pustaka yang dilakukan melalui buku, referensi, jurnal, hasil penelitian sebelumnya, terkait dengan permasalahan yang diteliti yaitu berdasarkan Hukum Perbankan dan Hukum Perdata. Perlindungan hukum pelanggan, dilihat juga dari hukum perlindungan konsumen dan bentuk perlindungan hukum pelanggan, merupakan jaminan kepastian hukum bagi pelanggan untuk dilindungi dan mendapatkan layanan yang benar, jelas, dan jujur mengenai kondisi dan jaminan layanan yang diberikan.

Kata kunci: bangkrut; konsumen; perlindungan

### Introduction

Every person or business entity that is trying to increase consumptive and productive needs is in dire need of funding, either in the form of credit, considering that the capital owned by a company or individual is usually not sufficient to support an increase in its business. Banking as a financial intermediary institution plays an important role in the national development process.<sup>4</sup> The main business activity of a bank is in the form of withdrawing funds directly from the public in the form of deposits and channelling them back to the public in the form of credit and/or financing, making it full of regulations both through the laws and regulations in the banking sector itself and other related laws. Law Number 8 of 1999 concerning Consumer Protection is also very related, especially in terms of legal protection for

---

<sup>1</sup> Faculty of Law, Universitas Muhammadiyah Yogyakarta, Jl. Brawijaya, Tamantirto Kasihan, Bantul, Daerah Istimewa Yogyakarta | selvia.nola.law18@mail.umy.ac.id

<sup>2</sup> Faculty of Law, Universitas Muhammadiyah Yogyakarta, Jl. Brawijaya, Tamantirto Kasihan, Bantul, Daerah Istimewa Yogyakarta | sucizalsa@gmail.com

<sup>3</sup> Faculty of Law, Universitas Muhammadiyah Yogyakarta, Jl. Brawijaya, Tamantirto Kasihan, Bantul, Daerah Istimewa Yogyakarta | sylvi.nur.law18@mail.umy.ac.id

<sup>4</sup> Wan Hakimah Wan Ibrahim and Abdul Ghafar Ismail, 'Conventional Bank and Islamic Banking as Institutions: Similarities and Differences', *Humanomics*, 2015 <<https://doi.org/10.1108/H-09-2013-0056>>.

bank customers as consumers. Among other things, the existence of a credit or bank financing agreement which is a standard agreement.

Consumers of banking services are better known as customers. Customers in the context of Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking are divided into two types, namely depositors and debtor customers. Depositors are customers who place their funds in a bank in the form of deposits based on a bank agreement with the customer concerned. Meanwhile, debtor customers are customers who obtain credit or financing facilities based on sharia principles or based on bank agreements with the concerned customer.

In banking practice, customers are divided into three, namely: First, depositor customers, namely customers who deposit their funds in a bank, for example in the form of demand deposits, savings, and time deposits. Second, customers who take advantage of bank credit or financing facilities, such as housing loans, murabahah financing, and so on. Third, customers who make transactions with other parties through banks, for example transactions between importers as buyers and exporters abroad using the letter of credit facility.<sup>5</sup>

BPR (Bank Perkreditan Rakyat) is a business entity that collects funds from the public in the form of savings and distributes them to the public in the form of credit or in other forms to improve the standard of living of the people at large. In the banking system in Indonesia, Bank Perkreditan Rakyat is given an important role, namely providing banking services to small businesses or micro enterprises and the informal sector, especially in rural areas. By assisting in providing banking services, especially in providing loans to create independent jobs for small people who work in the informal sector in cities and in rural areas, Bank Perkreditan Rakyat plays a role in helping to create new jobs, equitable business opportunities and even distribution of income in the banking sector itself. as well as other related laws. Based on the background description above, the following problems can be formulated how did the BPR work for customers when the bank was bankrupt? And how is the legal protection for customers when the bank is bankrupt?

### **Research Methods**

In writing a paper on Legal Protection Against Bankrupt BPR Customers, the author conducts normative legal research which refers to the legal norms contained in statutory regulations, this research also analyses based on written law.<sup>6</sup>

### **Discussion**

#### **Bank Perkreditan Rakyat (BPR)**

The term Bank Perkreditan Rakyat (BPR) was first introduced by Bank Rakyat Indonesia (BRI) at the end of 1977. At that time BRI began to carry out its duties as a supervisory bank for village banks, market banks, village banks, employee banks, and other similar banks.<sup>7</sup>

---

<sup>5</sup> Sandra Dewi, 'Prinsip Piercing The Corporate Veil Dalam Perseroan Terbatas Dihubungkan Dengan Good Corporate Governance', *Jurnal Hukum Respublica*, 2018 <<https://doi.org/10.31849/respublica.v16i2.1439>>.

<sup>6</sup> Melisa Setiawan Hotana, 'INDUSTRI E-COMMERCE DALAM MENCIPTAKAN PASAR YANG KOMPETITIF BERDASARKAN HUKUM PERSAINGAN USAHA', *Jurnal Hukum Bisnis Bonum Commune*, 2018 <<https://doi.org/10.30996/jhbbc.v0i0.1754>>.

<sup>7</sup> Fransisca Dewi Shinta and Yunita Hariyati, 'PERJANJIAN PENGKREDITAN BPR', *Mimbar Keadilan*, 2016 <<https://doi.org/10.30996/mk.v0i0.2212>>.

Based on Law No. 10 of 1998 on the amendment of Law No. 7 of 1992 on banking, Bank Perkreditan Rakyat (BPR) is a Bank that carries out business activities conventionally or based on sharia principles, which in its activities do not provide services in payment traffic. BPR legal forms can be in the form of Regional Companies/Cooperatives, Limited Liability Companies, and other forms stipulated by Government Regulations.

The purpose of BPR is to support national development activities in order to increase equality, growth, and national economic stability towards the realization of people's welfare. In addition, BPR's tasks and business activities are<sup>8</sup> collect funds from the community in the form of deposits in the form of time deposits, savings, and or other forms equated with it, provide credit, provide financing and fund placement based on Sharia Principles, in accordance with the provisions stipulated by Bank Indonesia and placing funds in the form of Bank Indonesia Certificates (SBI), time deposits, certificates of deposits, and or savings accounts at other banks. SBI is a certificate offered by Bank Indonesia to BPR if BPR is over liquidity.

BPR has the same function as other banking institutions, namely as an agent of development that is expected to be able to help small entrepreneurs in villages by providing credit assistance. In addition, BPR functions are<sup>9</sup> provide banking services to communities in districts or suburbs that do not have access to commercial banks, helping the government provide education to the community related to the financial sector for the sake of village development, assisting the government in educating the public understanding of formal financial institutions to avoid the practice of loan sharks and helping to create rural entrepreneurs to develop the village economy and open jobs.

BPR activities are much narrower when compared to the activities of commercial banks because BPR is prohibited from receiving current deposits, foreign exchange activities, and insurance. The terms and conditions that must be adhered to by BPR are must not receive funds from the public in the form of giro deposits; must not participate in payment or clearing traffic service activities; may not conduct foreign exchange trading activities; must not carry out insurance business activities; and may not carry out other business activities outside of business activities that have been stipulated in the law.

The form of products that can be issued by BPR is in the form of savings, deposits, and credit. And other forms of products issued by BPR are collecting funds (passive credit) in the form of savings and time deposits; and disburse funds in the form of Farm Loans (KUT), Candak Kulak Loans (KCK), Small Investment Loans (KIK), and Permanent Working Capital Loans (KMKP).

In the end, BPR performance is shown by the rapid development and success of BPR in providing services to Small and Medium Enterprises, such as locations close to the community, simple service procedures and more personal approach and more flexible in providing loans.

---

<sup>8</sup> Shinta Puspita Sari, 'PEMBENTUKAN PENGATURAN TENTANG GOOD CORPORATE GOVERNANCE (GCG) PADA BANK PEMBIAYAAN RAKYAT SYARIAH', *Legal Spirit*, 2018 <<https://doi.org/10.31328/lv.v2i1.755>>.

<sup>9</sup> 'FUNGSI BANK DALAM SISTEM PENYALURAN KREDIT PERBANKAN', *LEX PRIVATUM*, 2014.

## Bankruptcy And Person Entity

Bankruptcy is a condition or circumstance when a debtor is a person or business entity unable to complete payment of debts given from creditors.<sup>10</sup> This situation is actually common in the business world. In Indonesia related to bankruptcy is regulated in Law 37 of 2004 on Bankruptcy and Postponement of Debt Payment Obligations.

According to Law No. 37 of 2004, Bankruptcy is a general confiscation of all the wealth of the Bankrupt Debtor whose management and eradication is carried out by the Curator under the supervision of the Supervising Judge as stipulated in this Law. Curator is a hall of property or individuals appointed by the Court to manage and settle the property of insolvent debtors under the supervision of a Supervisory Judge.<sup>11</sup>

The bankruptcy law originally arose with the aim of protecting creditors by providing legal certainty in completing unresolved receivable debt transactions and is now a trend that is in great demand in the process of resolving debt disputes because many consider the process faster so that the creditor's rights are more assured.

The bankruptcy status has not automatically stated that the Insolvency Debtor has been unable to pay his debts.<sup>12</sup> That is, when the debtor is able to pay off his debt to his creditors, then the Bankrupt Debtor can submit a peace proposal based on Article 144 of Law No. 37 of 2004. If the peace proposal submitted by the Insolvency Debtor is rejected by the creditors, or the Bankrupt Debtor does not submit a peace proposal, then based on Article 178 of Law No. 37 of 2004 the debtor is declared insolvency, or in a state that is unable to pay off his debts to his creditors. The causes of bankruptcy are<sup>13</sup> inability to manage the company becomes a very fatal thing that can bring the company to the brink of bankruptcy; lack of sensitivity to consumer needs and lack of observing the movements of competitors; and stop doing an innovation, the development of information technology today is very fast, trends can appear at any time in accordance with the condition of society at that time. In article 2 paragraph 1 jo. article 8 paragraph 4 of Law No. 37 of 2004 states that the bankruptcy request submitted to the commercial court must be able to meet several conditions, including the debtor who has two or more creditors and does not pay the full payment of at least one debt that has fallen in time and can be billed, is declared bankrupt by the court's decision, either on his own request or at the request of one or more of his creditors; the existence of creditors who provide debt loans to debtors that can be in the form of individuals and business entities; there are several debts that are overdue and billable. The debt may be due to the promise, the acceleration of billing time, sanctions, or fines, as well as the decision of the court and arbitrator; and application for bankruptcy statement from the relevant institution.

With the verdict of bankruptcy statement, since the bankruptcy verdict was read, the debtor loses his right to control and manage the wealth included in the insolvency property.

<sup>10</sup> Marek Herm and others, 'Public Law', in *The Law of the Baltic States*, 2017 <[https://doi.org/10.1007/978-3-319-54478-6\\_2](https://doi.org/10.1007/978-3-319-54478-6_2)>.

<sup>11</sup> Indah Novitasari, 'SELEBGRAM DIKENAKAN PAJAK?', *Jurnal Hukum Bisnis Bonum Commune*, 2020 <<https://doi.org/10.30996/jhbhc.v3i1.3078>>.

<sup>12</sup> Henry N. Pontell, William K. Black, and Gilbert Geis, 'Too Big to Fail, Too Powerful to Jail? On the Absence of Criminal Prosecutions after the 2008 Financial Meltdown', *Crime, Law and Social Change*, 2014 <<https://doi.org/10.1007/s10611-013-9476-4>>.

<sup>13</sup> Ika Yunia Fauzia, 'MENDETEKSI KEBANGKRUTAN SECARA DINI PERSPEKTIF EKONOMI ISLAM', *EKUITAS (Jurnal Ekonomi Dan Keuangan)*, 2017 <<https://doi.org/10.24034/j25485024.y20-15.v19.i1.1758>>.

However, according to article 22 of Law No. 37 of 2004 there are a number of assets that are excluded so that they do not belong to the insolvent property, among others, money given to the Debtor to fulfil an obligation to make a living under the law, and everything that the debtor obtains from his own work as a payroll of a position or service, as wages, pensions, waiting money or alimony money, to the extent determined by the Supervising Judge. The management of this property is turned to the curator with supervision by the supervisory judge, so that everything that affects the insolvency property must be done with the approval of the curator.

### **Legal Protection For Bank Customers Experiencing Bankruptcy**

Legal protection has the meaning of an effort or action given by law in the sense of statutory regulations to protect legal subjects from violations of the rights and obligations of the parties in a legal relationship. Legal protection for customers is protection provided by statutory regulations or positive laws that apply to customers. Legal protection for customers aims to protect the interests of the customers themselves.<sup>14</sup>

The Consumer Protection Act is not the only law that regulates consumer protection in Indonesia. Before the UUPK was passed, basically there were several laws that protect the interests of consumers among others: Articles 202-205 of the Criminal Code, Material Ordinance Hazardous Materials (1949). Law No. 1 of 1995 concerning Limited Liability Companies. Law No. 10 of 1998 concerning Amendments to Law No. 7 years 1992 on Banking, and so on. The existence of Consumer Protection Law is expected to become an umbrella act in the consumer sector without precluding the formation of other laws and regulations whose material provides protection for consumers. The existence of legal protection for customers as consumers in the banking sector is urgent, because in fact the position between the parties is often unbalanced. The interests of consumers, including in this case customers, are detailed in the UN Resolution Number 39/248 of 1985. In the 106th UN General Assembly, which was held on April 9, 1985, it was outlined that the consumer rights in question were protection of consumers from hazards to health and safety; promotion and protection of consumers' social-economic interests; the availability of sufficient information for consumers to give them the ability to make the right choices according to their personal wants and needs; consumer education; availability of effective compensation measures; and freedom to form consumer organizations and give them the opportunity to express their opinions from the moment of the decision-making process related to consumer interests.

In Article 4 Chapter III of Law Number 8 Year 1999 regarding Consumer Protection, states consumer rights. Specifically, consumer rights, especially legal interests, have been included in Law Number 8 of 1999, in that case it is an absolute and legitimate interest for the Indonesian people as consumers. It is unfair for consumers if the interests of consumers are not balanced and are not respected as respected by entrepreneurs. In this context, customers have specific rights, namely as follows<sup>15</sup> the customer has the right to know in detail about the

---

<sup>14</sup> Kasmir, *Bank Dan Lembaga Keuangan Lainnya, PT. Raja Grafindo Persada Jakarta*, 2014.

<sup>15</sup> Iris H.Y. Chiu, 'A New Era in Fintech Payment Innovations? A Perspective from the Institutions and Regulation of Payment Systems', *Law, Innovation and Technology*, 2017 <<https://doi.org/10.1080/1757-9961.2017.1377912>>.

banking products offered. This right is the main right of the customer, because without a detailed explanation from the bank through its customer service, it is very difficult for the customer to choose what banking product suits his/her wishes. What rights will the customer receive if the customer wants to hand over his funds to the bank to be managed. Customers are entitled to receive interest on savings and time deposits products that have been agreed in advance. In banking practice, there is a provision that a customer who will save his funds at a bank is not done free of charge. The customer has the right to receive interest on the funds deposited in the bank.<sup>16</sup>

According to the banking system in Indonesia, protection for customers who deposit funds can be carried out in two ways, namely implicit and explicit protection.<sup>17</sup> Implicit protection is protection provided by effective bank supervision and guidance, which can prevent bank bankruptcy. Whereas explicitly protection is through the establishment of an institution that guarantees public savings, so that if the bank fails, the institution will replace the public funds deposited in the failed bank. In this preventive legal protection, legal subjects are given the opportunity to submit objections or opinions before a government decision takes a definitive form.<sup>18</sup> The goal is to prevent disputes. Preventive legal protection means a lot to government actions that are based on freedom of action because with the existence of preventive legal protection, the government is motivated to be careful in making decisions based on discretion. Repressive legal protection aims to resolve disputes. The handling of legal protection by general courts and administrative courts in Indonesia is included in this category of legal protection. The principle of legal protection against government actions rests on and originates from the concept of recognition and protection of human rights because according to the history of the West, the birth of the concepts of recognition and protection of human rights is directed at limiting and laying out the obligations of society and government.<sup>19</sup> The second principle that underlies legal protection against government actions is the rule of law principle. Regarding the recognition and protection of human rights, recognition and protection of human rights has a central place and can be linked to the objectives of the rule of law.<sup>20</sup> Then based on Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking There are several provisions that can be used to provide legal protection to users of banking services (customers), including the following provision of Information Regarding Possible Risk of Loss Article 29 paragraph (4) of Law Number 10 of 1998 states; bank secrets; and guarantee for Customer Deposits through the Deposit Insurance Corporation.

---

<sup>16</sup> Andika Persada Putera, 'PRINSIP KEPERCAYAAN SEBAGAI FONDASI UTAMA KEGIATAN PERBANKAN', *Jurnal Hukum Bisnis Bonum Commune*, 2020 <<https://doi.org/10.30996/jhbhc.v3i-1.2984>>.

<sup>17</sup> Subaidah Ratna Juita and Dhian Indah Astanti, 'KEWENANGAN OTORITAS JASA KEUANGAN (OJK) DALAM MELAKUKAN FUNGSI PENGAWASAN PADA LEMBAGA PERBANKAN SYARIAH', *Law and Justice*, 2018 <<https://doi.org/10.23917/laj.v2i2.5547>>.

<sup>18</sup> Abdulazeez Y.H. Saif-Alyousfi, Asish Saha, and Rohani Md-Rus, 'The Impact of Bank Competition and Concentration on Bank Risk-Taking Behavior and Stability: Evidence from GCC Countries', *North American Journal of Economics and Finance*, 2020 <<https://doi.org/10.1016/j.najef.2018.10.015>>.

<sup>19</sup> Rebecca Galemba and others, 'Paradoxes of Protection: Compassionate Repression at the Mexico-Guatemala Border', *Journal on Migration and Human Security*, 2019 <<https://doi.org/10.1177/233-1502419862239>>.

<sup>20</sup> World Bank, 'The Worldwide Governance Indicators (WGI) Project', *Rule of Law*, 2015.

In Bank Indonesia Regulation Number 10/10/PBI/2008 concerning Amendments to Bank Indonesia Regulation Number 7/7/PBI/2005 concerning Customer Complaint Resolution, where the form of legal protection provided by BPR to its customers is repressive legal protection, namely legal protection. which aims to resolve disputes. For this reason, BPR as a bank that carries out activities conventionally or based on sharia principles, the BPR bank is required to provide information regarding the possibility of risk of loss in connection with customer transactions made through the bank and the bank is obliged to accept any complaints submitted by customers, or customer representatives related to financial transactions conducted by customers. The complaint can be made in writing or orally, in this case if there is no agreement on the complaint verbally or in writing. Consumers can explain the dispute outside the court or through the court. Out-of-court dispute resolution as referred to in paragraph 1 is carried out through alternative dispute resolution institutions if dispute resolution is not carried out through alternative dispute resolution institutions as referred to in paragraph 2 consumers can submit a request to FSI to facilitate the settlement of complaints by the BPR.

#### **BPR Efforts Made For The Customer In The Event Of Bankruptcy**

In this issue the Bank needs to do rescue attempt or completion so it will not result in losses sustained, usually the customer and the BPR have previously entered into a contract agreement, so that if something happens in the future no party feel disadvantaged.

In accordance with the definition of legal responsibility in the theory of responsibility, if there are parties who feel aggrieved from actions such as negligence, default, acts against the law or criminal acts, then the party that harms the party must be responsible for the losses suffered. The person most responsible for it is the board of directors of BPR itself because the board of directors is the organ that runs the BPR. The definition of the board of directors itself is contained in article 1 paragraph 5 of Law No.1 of 1995.<sup>21</sup>

The responsibility of the board limited liability company (PT) *-director-* itself has been regulated in Law No. 1 of 1995 concerning Limited Liability Companies Article 82, which states "The board of directors is fully responsible for the maintains of the company's interests and objectives of the company and represents the company both inside and outside". In addition, in the Article 85 paragraph 1 and 2 have been mentioned also any obligations to be performed by members of the board of directors, it is "(1) every member of the board of directors shall in good faith and responsibly perform their duties and the interests of the company's business; (2) every member of the directors of the boards is full of responsibility if the person concerned is guilty or negligent in performing their duties in accordance with the provisions referred to in paragraph 1".<sup>22</sup>

In the case of bankruptcy, if the board of directors is proven to be the cause of bankruptcy and if the bankruptcy assets are not sufficient to pay compensation, the board of directors is responsible for all such losses as stipulated in Law No. 40 of 2007 article 104 paragraph 2 "In

---

<sup>21</sup> TRI ARTANTO, 'KREDIT MACET DAN CARA MENGHADAPINYA', *MINDA BAHARU*, 2017 <<https://doi.org/10.33373/jmb.v1i1.1181>>.

<sup>22</sup> *Good Faith and International Economic Law*, *Good Faith and International Economic Law*, 2015 <<https://doi.org/10.1093/acprof:oso/9780198739791.001.0001>>.

the case of bankruptcy as referred to Paragraph 1 occurs because of the fault or negligence of the board of directors and the bankruptcy assets are not sufficient to pay all obligations in the bankruptcy, each member of the board of directors is jointly and severally responsible for all outstanding obligations of the bankruptcy assets". When declared bankrupt, if there is a reciprocal agreement between the debtor and a third party that has not been implemented, the third party can ask the curator for legal certainty on the agreement

### **Conclusion**

According to Law No. 7 of 1992 on banking, Bank Perkreditan Rakyat (BPR) is a bank that carries out business activities conventionally or based on sharia principles, which in its activities do not provide services in payment traffic. BPR legal forms can be in the form of Regional Companies/Cooperatives, Limited Liability Companies, and other forms stipulated by Government Regulations. BPR has the same function as other banking institutions, namely as an agent of development that is expected to be able to help small entrepreneurs in villages by providing credit assistance.

Bankruptcy is a condition or circumstance when the debtor i.e., a person or business entity is unable to complete the payment of debts given from the creditor. This situation is common in the business world. According to Law No. 37 of 2004, Bankruptcy is a general confiscation of all the wealth of the Bankrupt Debtor whose management and eradication is carried out by the Curator under the supervision of the Supervising Judge as stipulated in this Law. Curator is a holder of property or individuals appointed by the Court to manage and settle the property of insolvent debtors under the supervision of a Supervisory Judge.

Protection for debtor customers against the risks they experience in a bank credit agreement can not only be implemented by implementing Article 18 of the Company Law, but also in accordance with Bank Indonesia policies. In early 2002, Bank Indonesia began compiling a blueprint for the national banking system, one of which includes efforts to protect and empower customers. This effort then continued and was poured into Pillar VI in the Indonesian Banking Architecture which covered four aspects, namely customer complaint mechanisms, establishment of independent mediation institutions, transparency of product information, and customer education. The form of legal protection for rural bank customers based on civil law is in the form of preventive protection and repressive protection, namely as follows preventive legal protection is a legal subject who is given the opportunity to submit an objection or opinion before a government decision takes a definitive form. The goal is to prevent disputes. repressive legal protection Aims to resolve disputes, handling legal protection by general courts and administrative courts in Indonesia is included in this category of legal protection.

In the case of bankruptcy, the person most responsible is the board of directors of the BPR itself, because the board of directors is the organ that runs the BPR. The responsibility of the management of a limited liability company - the directors - itself has been regulated in Article 82 of Law No. 1 of 1995 concerning Limited Liability Companies, which states "The Board of Directors is fully responsible for managing the company for the interests and objectives of the company and representing the company both inside and outside the court". In addition, in Article 85 paragraph 1 and 2 it has also been stated what are the obligations that must be carried out by members of the board of directors, these are "(1) every member of the board of directors shall in good faith and full of responsibility carry out their duties for the interests and business of the company; (2) every member of the board of directors is fully

responsible personally if he or she is guilty or negligent in carrying out his or her duties in accordance with the provisions referred to in paragraph 1”.

### **Bibliography**

- ARTANTO, TRI, 'KREDIT MACET DAN CARA MENGHADAPINYA', *MINDA BAHARU*, 2017 <<https://doi.org/10.33373/jmb.v1i1.1181>>
- Chiu, Iris H.Y., 'A New Era in Fintech Payment Innovations? A Perspective from the Institutions and Regulation of Payment Systems', *Law, Innovation and Technology*, 2017 <<https://doi.org/10.1080/17579961.2017.1377912>>
- Dewi, Sandra, 'Prinsip Piercing The Corporate Veil Dalam Perseroan Terbatas Dihubungkan Dengan Good Corporate Governance', *Jurnal Hukum Respublica*, 2018 <<https://doi.org/10.31849/respublica.v16i2.1439>>
- Fauzia, Ika Yunia, 'MENDETEKSI KEBANGKRUTAN SECARA DINI PERSPEKTIF EKONOMI ISLAM', *EKUITAS (Jurnal Ekonomi Dan Keuangan)*, 2017 <<https://doi.org/10.24034/j25485024.y2015.v19.i1.1758>>
- 'FUNGSI BANK DALAM SISTEM PENYALURAN KREDIT PERBANKAN', *LEX PRIVATUM*, 2014
- Galemba, Rebecca, Katie Dingeman, Kaelyn DeVries, and Yvette Servin, 'Paradoxes of Protection: Compassionate Repression at the Mexico-Guatemala Border', *Journal on Migration and Human Security*, 2019 <<https://doi.org/10.1177/2331502419862239>>
- Good Faith and International Economic Law*, *Good Faith and International Economic Law*, 2015 <<https://doi.org/10.1093/acprof:oso/9780198739791.001.0001>>
- Herm, Marek, Kristi Joamets, Marko Kairjak, Tanel Kerikmäe, Helen Kranich, Kaido Künapas, and others, 'Public Law', in *The Law of the Baltic States*, 2017 <[https://doi.org/10.1007/978-3-319-54478-6\\_2](https://doi.org/10.1007/978-3-319-54478-6_2)>
- Hotana, Melisa Setiawan, 'INDUSTRI E-COMMERCE DALAM MENCIPTAKAN PASAR YANG KOMPETITIF BERDASARKAN HUKUM PERSAINGAN USAHA', *Jurnal Hukum Bisnis Bonum Commune*, 2018 <<https://doi.org/10.30996/jhbhc.v0i0.1754>>
- Ibrahim, Wan Hakimah Wan, and Abdul Ghafar Ismail, 'Conventional Bank and Islamic Banking as Institutions: Similarities and Differences', *Humanomics*, 2015 <<https://doi.org/10.1108/H-09-2013-0056>>
- Juita, Subaidah Ratna, and Dhian Indah Astanti, 'KEWENANGAN OTORITAS JASA KEUANGAN (OJK) DALAM MELAKUKAN FUNGSI PENGAWASAN PADA LEMBAGA PERBANKAN SYARIAH', *Law and Justice*, 2018 <<https://doi.org/10.23917/laj.v2i2.5-547>>
- Kasmir, *Bank Dan Lembaga Keuangan Lainnya*, PT. Raja Grafindo Persada Jakarta, 2014
- Novitasari, Indah, 'SELEBGRAM DIKENAKAN PAJAK?', *Jurnal Hukum Bisnis Bonum Commune*, 2020 <<https://doi.org/10.30996/jhbhc.v3i1.3078>>
- Pontell, Henry N., William K. Black, and Gilbert Geis, 'Too Big to Fail, Too Powerful to Jail? On the Absence of Criminal Prosecutions after the 2008 Financial Meltdown', *Crime, Law and Social Change*, 2014 <<https://doi.org/10.1007/s10611-013-9476-4>>
- Putera, Andika Persada, 'PRINSIP KEPERCAYAAN SEBAGAI FONDASI UTAMA KEGIATAN PERBANKAN', *Jurnal Hukum Bisnis Bonum Commune*, 2020 <<https://doi.org/10.30996/jhbhc.v3i1.3078>>

996/jhbhc.v3i1.2984>

Saif-Alyousfi, Abdulazeez Y.H., Asish Saha, and Rohani Md-Rus, 'The Impact of Bank Competition and Concentration on Bank Risk-Taking Behavior and Stability: Evidence from GCC Countries', *North American Journal of Economics and Finance*, 2020 <<https://doi.org/10.1016/j.najef.2018.10.015>>

Sari, Shinta Puspita, 'PEMBENTUKAN PENGATURAN TENTANG GOOD CORPORATE GOVERNANCE (GCG) PADA BANK PEMBIAYAAN RAKYAT SYARIAH', *Legal Spirit*, 2018 <<https://doi.org/10.31328/lv.v2i1.755>>

Shinta, Fransisca Dewi, and Yunita Hariyati, 'PERJANJIAN PENGKREDITAN BPR', *Mimbar Keadilan*, 2016 <<https://doi.org/10.30996/mk.v0i0.2212>>

World Bank, 'The Worldwide Governance Indicators (WGI) Project', *Rule of Law*, 2015