

The Legal Validity of the Civil Servant Appointment Decree as Collateral in a Credit Agreement

Yohana Veronica Carolin¹⁾ & Abdul Salam²⁾

¹⁾ Faculty of Law, University of Indonesia, E-mail: veronicasyohana@gmail.com

²⁾ Faculty of Law, University of Indonesia, E-mail: kontakdoel@gmail.com

Abstract. *All A Decree on the Appointment of Civil Servants is a decree regarding the appointment of Civil Servants issued by a Civil Service Supervisory Officer who has special privileges in the field of civil law. Banks provide credit services to the public whose implementation requires collateral. The approach method that will be used in this research is the normative juridical approach method. This Civil Servant Decree is not part of a securities, because the owner has special privileges which contain legal certainty that the civil servant will receive a fixed salary. Banks as credit providers at this time need to apply appropriate analysis in providing credit to civil servants and the civil servant's decision letter is used as collateral, where later the loan given will be adjusted to the civil servant's salary and the time period determined by the parties. The research results show that the PNS Decree has permanent legal force because it is in the form of a valid decision but cannot be traded, the PNS Decree has economic value in the form of a guarantee of legal certainty that civil servants will receive a definite salary every month. The bank can also ask for liability by default where the bank can ask for compensation, cancellation of the agreement, and fulfillment of achievements plus interest for existing losses. Banks need to apply the principle of prudence in providing credit to their customers. The good faith of customers in paying off their credit if they are no longer civil servants is an important point in this accountability.*

Keywords: *Agreement; Credit; Validity.*

1. INTRODUCTION

Civil Servants, commonly referred to as PNS (Pegawai Negeri Sipil), are Indonesian citizens who meet specific qualifications and are appointed as State Civil Apparatus employees based on employment agreements for a certain period to carry out government duties as regulated in Law Number 5 of 2014 concerning State Civil Apparatus ("UU ASN").¹ In the execution of their duties as PNS, these selected individuals must undergo competency and qualification tests during recruitment to be accepted and appointed to the "PNS" status. The appointment is carried out by the Personnel Supervisor, as stipulated in UU ASN Article 63 paragraph (2), and upon appointment, the PNS will take an oath as regulated in Article 66. Based on these articles, it can be emphasized that an individual becoming a PNS will receive a Decree of Civil Servant Appointment ("SK PNS") from the authorized official as proof of their employment status.

As social beings in general and legal subjects, each Civil Servant (PNS) undoubtedly

¹ Rahmat Saputra, Legal Politics Reconstruction of the State Civil Apparatus Law Based on Justice Values, KRTHA BHAYANGKARA, Vol. 15 No. 2 2021

has needs in their lives. Therefore, it is highly possible for a PNS to engage in borrowing and lending activities to meet their needs, supporting their economic well-being, and improving their standard of living. Money, economics, and borrowing are inherently connected to "Banks" as one of the economic support institutions. Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 on Banking ("Banking Law") states that Indonesian Banking aims to support the implementation of national development to enhance participation, economic growth, and national stability towards the improvement of the general public.² This is further supported by the recent presence of Law Number 4 of 2023 on the Development and Strengthening of the Financial Sector. In fostering economic growth, banks, as one of the financial institutions channeling funds to the public, actualize lending and borrowing activities, legally known as the "Credit" system.

Not only does obtaining a loan from a bank offer benefits and conveniences, but the credit provided by the bank also carries inherent risks. Therefore, in its implementation, it must adhere to applicable principles and laws. According to the Banking Law, credit is the activity of providing money or claims based on the agreement or loan agreement between the bank and another party, obliging the borrower to repay the debt after a certain period with interest. Due to its inherent risks, the collateral for credit, meaning confidence in the debtor's ability and willingness to fulfill obligations as promised, is a crucial factor that banks must consider. Banks must carefully assess the character, ability, collateral, and business prospects of the debtor. If these elements convince the bank of the debtor's ability, basic collateral may suffice, and the bank is not obligated to request additional security.³ It can also be said that extending credit from the bank to the customer is a matter of trust. There are four essential elements of credit: trust, time, risk, and performance, explained as follows:⁴

1. Trust: Every credit release is based on the bank's belief that the credit will be repaid by the customer or debtor within the agreed-upon timeframe.
2. Time: The release of credit by the bank and the repayment by the debtor do not occur simultaneously; there is a time gap.
3. Risk: Every type of credit release carries the risk of the timeframe for release and repayment; the longer the credit period, the higher the credit risk.
4. Performance: "Results" will be achieved after an agreement between the bank and its debtor regarding credit issuance. Performance and counter-performance occur at that moment.

In the practice, the provision of credit by a bank to its customers certainly requires debt collateral. This collateral is divided based on its source, derived either from the law or from agreements, such as mortgages, pledges, mortgage rights, fiduciary agreements, and debt guarantees. According to the Civil Code, there are two types of collateral: collateral based on property and personal collateral. There are various forms of collateral, including negotiable instruments that carry rights, such as stocks, securities, Civil Servant Appointment Decrees (SK PNS), and others. In the current banking practices, SK PNS can be used as collateral because it is considered to have economic value. However, it should be noted that SK PNS is not a tradable or

² Malayu S.P. Hasibuan, *Basics of Banking*, Jakarta, PT. Bumi Aksara, 2004, page 4.

³ Hermansyah, *Indonesian National Banking Law*, Jakarta, Kencana Prenada Media Group, 2005, page 68.

⁴ *Ibid*, page 57.

transferable asset, creating difficulties for the bank in executing the collateral if there is a default in the loan repayment process.⁵

Currently, the Civil Servant Appointment Decree (SK PNS) is not specifically regulated as either collateral based on property or personal collateral. However, besides these two rights, Indonesian law recognizes the existence of privileges that can take the form of diplomas, Decrees (SK), Retirement Letters, and others.⁶ Many Civil Servants pledge their SK PNS to obtain loans from banks due to the rapidly evolving times and increasing needs. However, the challenge here is that the SK PNS is not a transferable or tradable asset. Despite this, in banking practice, which considers the economic aspect, the document still holds value and can be used as collateral for loans. The debt repayment method for SK PNS collateral involves deducting the debtor's salary in installments each month. As reported by Ekbis.sindonews, banks offer various loan products to Civil Servants, ranging from IDR 5 million to over IDR 1 billion. It's important to note that the loan amount will be adjusted to the monthly salary or income received by a Civil Servant. For example, for a loan of IDR 5 million to IDR 50 million in one state-owned bank, with a one-year tenure and a 4% interest rate, the installment is approximately IDR 4,257,495 per month.⁷ Therefore, based on the explanation, the higher a Civil Servant's salary, the greater the loan they can obtain. Additionally, the chosen tenure or duration will also affect the repayment value. It is crucial to emphasize that the status of a customer who is a Civil Servant still has the possibility of termination, whether honorably or dishonorably, relocation, retirement, death, or other factors that may impact loan repayment.

The SK PNS, being only a legal document, cannot be traded to settle the debtor's debt.⁸ Financial literacy for Civil Servants is necessary, and cases of Civil Servants pledging their SK for living expenses are not justifiable. In this regard, banks should have included relevant provisions in the loan agreement to minimize future risks. Nevertheless, this does not rule out the possibility of Civil Servants breaching their obligations or defaulting on their loans.

On the other hand, we need to consider that banks should also pay attention to the financial condition of the public, not just for the sole purpose of gaining profit from credit products. According to tirtoid, there are three reasons why Civil Servants often fall into debt. Firstly, it is due to an uncontrolled lifestyle. Secondly, there is poor financial management among some Civil Servants. Thirdly, the widespread promotion of credit offered by banks to newly appointed Civil Servants. From the banking perspective, they take advantage because Civil Servants are considered low-risk

⁵ M. Ardian Ilham, Kingkin Wahyuningdiah, M. Wendy Trijaya, *Journal of Responsibility for Credit Agreements with Civil Servant Decree Guarantee*, *Pactum Law Journal*, Vol. 2 No. 01, 2018, page 466.

⁶ J. Satrio, *Law of Collateral Rights*, Bandung, Citra Aditya Bakti, 1993, page 11.

⁷ I. Husni Isnaini, *Civil Servant Wants to Pawn the Decree? This is the Amount of Funds That Can Be Borrowed from Banks*, cited from: <https://ekbis.sindonews.com/read/795101/34/pns-mau-gadaikan-sk-ini-jumlah-dana-yang-bisa-dipinjam-dari-bank-1654927589?showpage=all>, accessed on April 5th, 2023.

⁸ YUDHANA HENDRA PRAMAPTA, *APPLICATION OF PRUDENTIAL PRINCIPLES IN CREDIT GRANTING (Analysis of ASN Decree as Credit Collateral at BPD DIY Branch Ngaglik)* Thesis ISLAMIC UNIVERSITY OF INDONESIA Yogyakarta 2020.

debtors, because of the SK pledged to the bank.⁹ Both customer and bank attention should be heightened regarding the risk mitigation that may occur due to these loans. If a Civil Servant loses their privileges, the bank will face difficulties in executing or seeking accountability.

The existence of retirement age for Civil Servants, as regulated by the Civil Servant Law (UU ASN), also needs to be considered. If a Civil Servant resigns, reaches the end of their employment, or is terminated, their SK PNS automatically becomes invalid. This has implications if they have pledged their SK PNS. Therefore, this study will further explore the legal strength of the SK PNS pledged by Civil Servants in credit agreements and the responsibility of the Civil Servant as a customer in the event of termination of employment.

Based on the background outlined above, this research will formulate two research problems: first, does the Civil Servant Appointment Decree (SK PNS) possess legal validity as collateral in a credit agreement? Then the second research problem, what is the legal responsibility of Civil Servants (PNS) regarding the SK PNS pledged in a credit agreement in the event of termination of employment for the respective Civil Servant?

2. RESEARCH METHODS

The methodological approach to be employed in this research is the normative juridical approach. The normative juridical approach is a legal research method conducted by examining literature or secondary data as the basic material for the research.¹⁰ This research will conduct a review of relevant regulations related to the legal issues at hand, as well as literature and expert opinions related to the issues under the research. Meanwhile, the nature of this research is descriptive-analytical, where the researcher will attempt to describe and interpret the issues discussed, opinions, legal consequences, and the realities that occur in society, leading to a conclusion.¹¹

3. RESULTS AND DISCUSSION

3.1. Legality of SK PNS as Collateral in a Credit Agreement

As outlined in the background above, the Civil Servant Decree (SK PNS) is a document that cannot be bought or sold but can be used as collateral in a credit agreement. Currently, the SK PNS is not specifically regulated as part of tangible collateral or personal guarantees. However, besides these two rights, Indonesian law recognizes the existence of privileges, which can take the form of diplomas, Decree Letters (SK), Retirement Letters, and others.¹² Many civil servants pledge their SK PNS to obtain credit from banks due to the rapid development of the times and increasing needs. However, the problem here is that the SK PNS is not a transferable or tradable object. In banking practice, considering the economic aspect, the document still has added

⁹ Dwi Aditya Putra, Observing the Phenomenon of Many Civil Servants Burdened with Debt by Pawning Decrees, cited from: <https://tirto.id/menilik-fenomena-banyaknya-pns-terlilit-utang-dengan-gadaikan-sk-gBBa>, accessed on April 5th, 2023.

¹⁰ Soerjono Soekanto and Sri Mamudji, Normative Legal Research (A Brief Overview), Rajawali Pers, Jakarta, 2001, page 13.

¹¹ Peter Mahmud Marzuki, Legal Research, Jakarta, Prenada Media, 2005, page 35.

¹² J. Satrio, Law of Collateral Rights, Bandung, Citra Aditya Bakti, 1993, page 11.

value to serve as credit collateral. The repayment of debt secured by the SK PNS is done by deducting the debtor's salary on a monthly basis.

A good and ideal credit collateral is one that easily facilitates the acquisition of credit for those who need it without diminishing the potential of the credit seeker. It provides certainty, meaning that the pledged property is always available for execution, allowing it to be easily liquidated if necessary to repay the debt to the credit recipient. A civil servant or government employee who has been appointed and received a Civil Servant Decree (SK PNS) after taking the oath or pledge issued by the Civil Servant Supervisory Official undoubtedly has specific rights. As regulated in Law Number 51 of 2009 concerning the Second Amendment to Law Number 5 of 1986 concerning Administrative Court Proceedings, which stipulates that:

"Administrative decisions are a written determination issued by a state administrative body or official containing legal administrative actions based on applicable laws and regulations, which are concrete, individual, and final, resulting in legal consequences for an individual or legal entity."

Based on this article, the SK PNS has legal force as an administrative decision or commonly known as a "*beschikking*" that can have legal consequences.

The current development within society involves the utilization of SK PNS as collateral in banks, including as part of credit agreements or loan agreements. In a credit agreement that involves collateral, the fundamental principle that both the creditor and debtor must adhere to is "Trust."¹³ Trust is a belief held by the lender that the loan will be repaid as agreed upon within the specified period. Sultan Remy Sjahdeini opines that customers and banks have a relationship characterized by trust, imposing fiduciary obligations on the bank towards its customers.¹⁴ From the perspective of credit itself, this serves as evidence that the relationship between the bank and the customer is not merely contractual but involves a trust relationship between both parties.

In the Civil Code (Kitab Undang-Undang Hukum Perdata or KUHPerdata), a credit agreement is categorized as a loan agreement regulated in Articles 1754 to 1762. These articles define a loan agreement where one party lends to the other a specific depletable item, with the condition that the second party will return the item to the first party in the same quantity and condition. Collateral in a credit agreement, as stated in Article 2 paragraph (1) of the Decision of the Board of Directors of Bank Indonesia Number 23/69/KEP/DIR/1991 Regarding Collateral for Credit Provision (BI Director's Decree No. 23/69/KEP/DIR/1991), is the bank's confidence in the debtor's ability to repay the credit as agreed.¹⁵ All elements, including the character, capability, capital, and prospects of the debtor's occupation, must be carefully examined.

¹³ Bernadete Sonia Surya Santika Devinawati and Budi Santoso, Practice of Application of the Trust Principle in Unsecured Credit (KTA) to Company Employees, Notary Journal, Volume 15 Number 1 2020.

¹⁴ Anggianti, N.K.D, Journal of Regulation of the Trust Principle in Conducting Financial Transactions at Banks, Udayana Law Faculty Vol. 7 No.02, 2016, page 6.

¹⁵ M. Bahsan, Banking Collateral Law and Banking Credit Guarantee in Indonesia, Jakarta, Raja Grafindo Persada, 2010, page. 50.

In the context of credit collateral, based on its functions, there are two main types:

1. Collateral based on the character and ability of the customer/debtor (First Way Out). This collateral is based on the bank's confidence in the character and ability of the customer/debtor to repay their credit. The funds used come from the business financed by the credit, reflected in the customer's or debtor's cash flow. To gain this confidence, the bank needs to analyse and evaluate the customer's or debtor's traits, character, capabilities, capital, and prospects.
2. Collateral based on the liquidity of the collateral (Second Way Out). This collateral is based on the liquidity of the collateral as an alternative if, at some point, the first way out cannot be used as a means of repaying the credit. The function of this collateral is as a reserve in the application of the principle of prudence.¹⁶

The existence of collateral is a requirement to minimize the bank's risk in disbursing credit, and it should also prioritize the feasibility of the financed business as the main collateral. As an anticipatory measure in retrieving funds disbursed by creditors to debtors, two factors should be considered: secured and marketable.¹⁷ Legally, there is no specific regulation regarding credit collateral in the form of SK PNS (Civil Servant Appointment Decree). However, banks implement this practice with the reasoning that SK PNS collateral is considered to sufficiently represent the ability of customers or civil servants to repay their credit. The SK PNS is not classified as a negotiable instrument because it cannot be used as a means of payment or traded. Nevertheless, SK PNS can serve as authentic evidence that the debtor genuinely works as a civil servant with a definite monthly income.

The law grants flexibility to credit agreements made by parties to determine the content for credit settlement and related clauses. From a legal perspective, SK PNS has legality as a decision document with privileges, similar to a diploma. SK PNS has legal consequences for those who possess it or are involved in it. Since there is no specific applicable legal regulation regarding SK PNS as collateral, the legality of SK PNS regulation in a credit agreement depends on the content of the agreement agreed upon by the bank and the PNS customer. Therefore, the agreement made must be based on civil law that applies according to the valid agreement conditions as regulated in Article 1320 of the Civil Code, namely:

1. Agreement of the parties involved
2. Competence to enter into an agreement
3. A specific subject matter
4. A lawful cause

¹⁶ Multahibun, *Journal of Legal Analysis of Banking Against Credit Agreements with the Guarantee of Teacher PNS Education Certificates*, De Jure Journal, Vol. 1 No. 1, December 2017, page 103.

¹⁷ Johannes Ibrahim, *Comprehensive Review of Commercial and Consumer Credits in Bank Credit Agreements in the Perspective of Law and Economics*, Bandung, Mandar Maju, 2004, page 71.

While credit agreements in practice are usually standardized or written in a format provided by the bank, with certain details left blank such as loan amount, interest rate, duration, and purpose to be filled in by both parties. The granting of credit by the bank to civil servants must be based on the bank's confidence in the debtor's ability and willingness to repay the debt, and it must be carried out based on the principles of sound credit provision and prudence.¹⁸

It is essential to consider credit elements such as trust, agreement, duration, risk, and compensation, which must also be included in the existing credit agreement. A credit agreement containing collateral in the form of SK PNS must have content that ensures the creditor receives payment from the collateral in case of default and provides assurance that the debtor, in this case, the civil servant (PNS), actively participates in the transaction to finance the loan and encourages the debtor to fulfill their performance. Considering that a credit agreement serves as a medium or intermediary between parties with surplus funds and those in need of funds.¹⁹ The banking sector, as a financial institution with a strategic position to improve the community's economy, must implement cautionary principles in providing credit with SK PNS as collateral. As stated in the explanation of the Banking Law, before the signing or closure of an agreement, the bank will provide clear information about the procedures and credit requirements according to the respective bank's regulations.

Based on interviews with the Head of Bank DKI Kota Bandung, Mr. Rudy Harto Amarsakti, it was found that SK PNS can indeed be used as collateral for credit. The system applied in securing SK PNS is through automatic monthly credit deductions directly from the PNS's salary by the treasurer (financial department), where the deduction amount for credit will be adjusted to the PNS's salary. Generally, the deducted amount as a credit installment is 1/3 of the monthly salary. For example, if the PNS's salary is IDR 15,000,000 (fifteen million rupiahs), the installment amount deducted will be IDR 5,000,000 (five million rupiahs).

3.2. Accountability of Civil Servants Facing Non-Performing Loans in Credit Agreements with SK PNS Guarantees

The absence of specific laws governing the accountability of Civil Servants (PNS) who pledge their Appointment Decree (SK Pengangkatan) in credit agreements raises the question of what happens if the PNS is terminated. Fundamentally, the credit facilities provided by banks to their customers are based on the principle of trust. J. Satrio expresses the view that the right of collateral only becomes significant when the wealth owned by a debtor, as the borrowing party, is insufficient to settle all its debts, or in other words, if its liabilities exceed its assets.²⁰ Certainly, in the implementation of a credit agreement, it is undeniable that non-performing loans can occur, possibly leading to non-payment in accordance with the agreed-upon terms.

¹⁸ Ibid, page 104.

¹⁹ Chrystian Mandiri, DISBURSEMENT OF FUNDS FOR THE COMMUNITY THROUGH BANK CREDIT AGREEMENTS, *Lex et Societatis*, Vol. II/No. 7/Ags/2014

²⁰ J. Satrio, *Law of Collateral Rights, Collateral Rights*, Bandung, PT Citra Aditya Bakti, 2004, page 14.

A civil servant (PNS) generally will not face Termination of Employment, as PNS work for the state rather than a specific company. However, it is possible for a PNS to resign or even be terminated dishonorably by authorized officials. This situation can have an impact on the PNS's Appointment Decree (SK Pengangkatan), which serves as collateral if the PNS still has outstanding loans. As previously explained, the legality of an Appointment Decree for a PNS falls under a special category due to the privileges held by the PNS, and the use of these privileges is regulated in the bank's credit agreement. In a bank credit agreement, most clauses are aimed at protecting the creditor in the provision of credit. The termination of a PNS can lead to non-performing loans because the PNS will no longer receive a salary, and the SK PNS is no longer valid.

The occurrence of non-performing loans certainly holds accountability for the borrower, including their assets because these aspects should have been examined and analyzed beforehand by the bank. As long as the debtor's wealth, in this case, the PNS, is sufficient to cover all debts, based on Article 1131 of the Civil Code which states:

"All property of the debtor, whether movable or immovable, whether already existing or subsequently acquired, becomes collateral for all personal obligations."

This implies that the debtor's assets, both existing and future, serve as collateral for their individual obligations.

The creditor, or in this case, the bank, can receive settlement because, in principle, all of the debtor's wealth can be seized to fulfill the debt. Conditions that lead to the inability to fulfill a credit agreement, in this case, fall into the category of default.

Types of default include:

1. Not performing something agreed upon or not fulfilling obligations.
2. Fulfilling what has been agreed upon but not as stipulated.
3. Not in accordance with the agreed deadline.
4. Performing an actions that is prohibited under the agreement.

If default occurs, there are several steps that the bank can take against the customer, as follows:

- According to Article 1243 of the Civil Code, there is a claim for damages, consisting of costs, losses, and interest. The bank has the authority to demand compensation in the form of costs and interest as stipulated in the credit agreement if the agreement is not fulfilled by the debtor or customer.
- Article 1266 of the Civil Code allows the cancellation of the agreement through the court. In this case, the bank has the right to cancel the credit agreement that has taken place.
- Additionally, if there is a credit transfer, this is generally governed by the specific provisions of each respective bank.

Generally, the replacement of damages is the most common scenario where the bank will charge the costs along with the losses that have been accrued. Besides the cancellation of the agreement, another alternative is also possible as regulated in Article 1267 of the Civil Code, which states:

"The party to whom the obligation is not fulfilled may choose: to compel the other party to fulfill the agreement, if it can still be done, or to demand the cancellation of the agreement, with compensation for costs, losses, and interest."

Therefore, based on this article, the bank can request its customer to continue fulfilling the agreement with an additional claim for damages.

Based on the interview results with the Head of Bank DKI Kota Bandung, Mr. Rudy Harto Amarsakti, regarding defaulted loans for civil servants (PNS), it is a rare occurrence.²¹ This is attributed to the automatic salary deduction system from PNS every month. Additionally, the bank establishes a Memorandum of Understanding (MOU) between Bank DKI and the PNS institution. This ensures that the agreement involves not only the PNS and the bank but also the relevant institution with authority.

In providing credit to PNS with the guarantee of SK PNS, the bank, as the creditor, must first make an initial agreement with the relevant institution. At the very least, there should be a declaration letter stating that employees of that institution are taking out loans. This allows the bank to contact the institution where the PNS works for analysis in case of loan default. In a credit agreement, collateral like SK PNS serves as additional security. The primary assurance in a credit agreement is the "Trust" from the creditor to the debtor. The goal of the trust principle is to maintain customer loyalty, both existing and new customers. However, the bank must also exercise caution in managing public funds. Any mismanagement or misallocation may lead to a decrease in public trust in the bank.²²

The importance of good faith from customers in repaying their loans, especially when they are no longer civil servants, is a crucial aspect of this accountability. The bank should also proactively collaborate with relevant institutions where the former PNS worked to assess whether severance pay provided by the government to departing PNS can be utilized to settle outstanding bank loans. The feasibility of this practice warrants further examination. Credit agreements play a significant role in providing legal protection for all parties involved, particularly regarding any privileges. The agreement outlines procedures for dispute resolution if conflicts arise. From a legal standpoint, demanding concrete accountability cannot be done forcefully or directly, as this legal relationship results from an agreement. Therefore, any resolution should be based on the terms stipulated and agreed upon in the contract.

4. CONCLUSION

The Civil Servant Appointment Decree (SK PNS), as part of the privilege, cannot be traded, sold, or transferred. However, the bank, as a financial institution providing credit facilities, sees that SK PNS has economic value as a guarantee of the legal certainty that customers, in this case, PNS, will receive a fixed salary every month. Legally, SK PNS has legal strength because it is a valid decision. However, in the writer's opinion, SK PNS does not qualify as an additional guarantee in a credit agreement. Although the main guarantee is "Trust," considering that SK PNS does not have tangible or negotiable instruments that can be precisely traded, its certainty regarding its value can only be based on the credit agreement itself. A Credit Agreement that includes the guarantee of SK PNS must contain provisions ensuring

²¹ Interview with Mr. Rudy Harto Amarsakti, on November 20, 2023, at 10:30 AM

²² Ismail, MBA, AK, *Banking Management: From Theory to Application*, Jakarta, Prenada Media Group, 2010, page 1.

that the creditor receives repayment from the collateral in case of a breach of promise. Considering that a credit agreement acts as a mediator between parties with excess funds and those in need of funds. The accountability that can be demanded from PNS who resign but still have credit with their SK as collateral can be based on Article 1131 of the Civil Code, where the creditor or the bank can receive payment because, in principle, all the debtor's assets can be seized to fulfill obligations. However, in addition, the bank can demand accountability for breach of contract where the bank can demand compensation, cancellation of the agreement, and fulfillment of obligations plus interest on losses. It is essential to emphasize that the bank needs to apply caution in providing credit to its customers. The importance of good faith by customers in repaying their credit, especially if they are no longer civil servants, is a crucial point in this accountability. The bank needs to implement accurate analysis in granting credit, especially to civil servants.

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