

Implementation of Debtor Law in Force Majeure Credit Financing During The Covid-19 Pandemic

Mila Dianur Wulandari^{1*}, Siti Mahmudah²

^{1,2}Faculty of Law, Diponegoro University, Semarang, Indonesia
miladianurw@gmail.com^{1*}, nuradhim20@gmail.com²

Abstract

The COVID-19 pandemic has had an impact on the economy, especially the people of Kudus Regency. This research uses an empirical juridical approach, namely an approach that examines statutory regulations related to the issues to be discussed, and also takes a field approach to obtain information as supporting material. This research aims to analyze the implementation of the law and the legal consequences for debtors in Force Majeure in credit financing during the COVID-19 pandemic at PT. Bank Rakyat Indonesia Kudus Regency Unit Office. Implementation of law on debtors in Force Majeure credit financing during the COVID-19 pandemic at PT. BRI Kudus Regency Unit Office in accordance with POJK No.11 of 2020, the Bank can provide credit financing restructuring to debtors provided that the debtor is affected by the spread of COVID-19 which results in the debtor having difficulty fulfilling obligations to the Bank.

Keywords: Force Majeure, Credit, Covid-19

INTRODUCTION

Nowadays, banking institutions in the process of providing credit facilities mostly carry out private credit agreements which are then legalized or registered by a notary in accordance with the provisions of Article 1338 paragraph (1) of the Civil Code, which states that "all agreements made legally are valid as law. law for those who make it", except in the case of binding collateral, the services of a notary are required. The agreement will validly apply to all parties concerned in an agreement which gives rise to the rights and obligations of each party.

The importance of the conditions for a valid agreement to be valid can be seen in Article 1320 of the Civil Code. For an agreement to be valid, four conditions are required, namely:

1. They agreed that they bound themselves;
2. Able to make an agreement;
3. Regarding a certain thing; And
4. A legitimate cause.

The conditions for agreeing and being competent for the validity of an agreement are referred to as subjective requirements because they relate to the people or parties involved in the agreement, while the requirements regarding a particular matter and a halal cause are referred to as objective requirements because they relate to the object agreed upon by the people or subjects involved. make an agreement. If a subjective condition is not fulfilled (as agreed by those who bind themselves or are competent to do something) then the agreement can be requested to be canceled by one of the parties. If the objective conditions are not met (regarding a certain matter or a lawful cause) then the agreement is null and void.(Subekti, 2005) A credit agreement creates rights and obligations for the debtor and creditor. The debtor has the right to the loan provided by the creditor and is obliged to provide collateral and pay the loan in full and the interest amount. Meanwhile, the creditor has the right to the guarantee provided by the debtor and returns the guarantee from the debtor after repayment and is obliged to provide a loan to the debtor.

The process of granting rights and carrying out obligations can have obstacles caused or not caused by one of the parties to the credit agreement. As with the emergence of the Corona virus disease 2019 (COVID-19) outbreak which has been designated as a national disaster by KEPRES No.12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona virus disease 2019 (COVID-2019) as a National Disaster. What is referred to as a "National Disaster" as defined in Article 1 paragraph (3) of Law No. 24 of 2007 concerning Disaster Management states that "Non-natural disasters are disasters caused by events or series of non-natural events which include, among other things, technological failure, failure modernization, epidemics and disease outbreaks".

According to POJK No.11 of 2020, banks can provide credit financing restructuring to debtors. However, with the condition that the debtor in question is affected by the spread of Corona virus disease 2019 (COVID-19) either directly or indirectly, which results in the debtor experiencing difficulty in fulfilling obligations to the Bank (conventional commercial banks, including sharia business units, sharia commercial banks, people's credit banks , sharia people's financing bank). The types of debtor businesses that can be given stimulus are those operating in the economic sector, including tourism, transportation, hotels, trade, processing, agriculture and mining.

Then, in the legal act of making a credit agreement that is legally valid in writing, it must fulfill the elements of the agreement, as follows:

1. Legal certainty

Normatively is when a regulation is made and promulgated with certainty because it regulates clearly and logically. Clear in the sense that it does not give rise to doubt (multiple interpretations) and is logical. It is clear in the sense that it forms a system of norms with other norms so that it does not clash or give rise to norm conflicts. Legal certainty refers to

the application of law that is clear, permanent, consistent and consistent, the implementation of which cannot be influenced by subjective circumstances. Certainty and justice are not just moral demands, but factually characterize the law. A law that is uncertain and unwilling to be fair is not just a bad law.

Legal certainty is a guarantee regarding the law containing justice. Norms that promote justice must truly function as rules that are obeyed. According to Gustav Radbruch, justice and legal certainty are permanent parts of the law. He believes that justice and legal certainty must be taken into account, legal certainty must be maintained for the sake of security and order in a country. Finally, positive law must always be obeyed. Based on the theory of legal certainty and the values to be achieved, namely the values of justice and happiness.

Gustav Radbruch put forward 4 (four) basic things related to the meaning of legal certainty, namely:

- a. First, that law is positive, meaning that positive law is legislation.
- b. Second, that law is based on facts, meaning it is based on reality.
- c. Third, that facts must be formulated in a clear way so as to avoid errors in meaning, as well as being easy to implement.
- d. Fourth, positive law must not be easily changed.

2. Elements of Agreement Making

According to Prof. Dr. R. Wirjono Prodjodikoro, an agreement is a legal relationship regarding property between two parties, in which one party promises or is deemed to have promised to do something or not to do something, while the other party has the right to demand the implementation of the promise. According to R. Setiawan, an agreement is a legal act in which one or more people bind themselves or mutually bind themselves to one or more people. Sudikno Mertokusumo defines an agreement as a legal relationship between two or more parties based on an agreement to give rise to legal consequences. Research on the Implementation of Law on Debtors in Credit Financing Force Majeure During the Covid-19 Pandemic is original and accountable research, researchers have compared it with several previous studies which discussed credit financing force majeure during the Covid-19 pandemic. However, this research has a different discussion substance from previous studies.

Desi Syamsiah's research entitled "Settlement of Debt and Receivable Agreements as a Result of Force Majeure Due to the Covid-19 Pandemic". This research examines the Settlement of debt and receivable agreements as a result of Force Majeure due to the Covid-19 pandemic which is carried out by creditors to save debtors from bad installments, including asking debtors to try to pay off their debts by borrowing money from their relatives, but if this solution cannot be resolved then the creditor will ask the debtor to renew the debt and receivable agreement. This new debt and receivable agreement is needed to save the debtor from being dependent on creditors and of course the time limit or grace period so that they do not make another new agreement, is given leeway during the recovery period due to the Covid 19 pandemic(Syamsiah, 2020a).

Yesi Rahmawati, Nor Norisanti, and Faizal Mulia's research entitled "Analysis of Problem Loan Settlement Through Rescheduling to Increase Profitability During the Covid-19 Pandemic in the Cisaat Sharia Savings and Loans and Financing Cooperative (KSPPS). There are several factors that cause problem loans, grouped into 2 (two), namely internal and external factors, which are as follows:

Internal factors in the occurrence of problem loans are caused by bank officials in the process of granting credit and the process of withdrawing credit financing. These internal factors are:

- a. Weaknesses in credit documents;
- b. Weaknesses in credit supervision;

- c. Carelessness on the part of the bank;
- d. Weaknesses in credit policy;
- e. Weakness in the field of grace;
- f. Human resource weaknesses;
- g. Technological weaknesses;
- h. Bank officer fraud;
- i. Weaknesses in customer character;
- j. Weaknesses in customer character; And
- k. Smooth business.

External factors that cause problem loans are caused by the condition of debtors who have received credit from banks. These external factors are:

- a. Negative economic situation;
- b. Adverse domestic political situation;
- c. Politics of other countries; And
- d. Adverse natural disaster situations.

Osgar Sahim Matompo's research entitled "Credit Settlement Due to Natural Disasters from a Legal Protection Perspective". This research discusses legal protection for settlement of bank credit as a result of Force Majeure due to the earthquake in Palu, which creditors can do to save debtors from bad credit, including: reheduling (rescheduling payments), reconditioning (changes in part/entire terms of credit), restructuring (rearranging credit terms), execution of collateral through auction, as well as Bank Indonesia Regulations. This method can be applied when a national disaster occurs (Matompo, 2020). The journal written by this author is different from the journals or studies above. The journal written by this author discusses the implementation of law for debtors in credit financing during the Covid 19 pandemic and procedures for fulfilling credit obligations due to the occurrence of Force Majeure, namely the Covid 19 virus outbreak.

Noorhadi's research entitled "Cooperative Problems in Resolving Problem Loans During the Covid-19 Pandemic". This research discusses cooperative efforts to overcome problem loans during the pandemic, which is the latest review during the pandemic. The weakness of this research is that it only describes efforts within the scope of cooperatives where the scope is not felt to be large.

Based on this description, the author formulated a problem formulation for writing this journal, which is as follows:

1. How is the implementation of the law for debtors in Force Majeure credit financing during the Corona Virus Disease 2019 (COVID-19) pandemic at PT. Bank Rakyat Indonesia (BRI) Kudus City Unit Office?
2. What are the legal consequences for creditors on credit financing agreement debtors during the Corona Virus Disease 2019 (COVID-19) pandemic?

Objective The research is the first to determine the implementation of the law on debtors in Force Majeure credit financing during the Corona Virus Disease 2019 (COVID-19) pandemic at PT. Bank Rakyat Indonesia (BRI) Kudus City Unit Office. The second is to find out the legal consequences of creditors on debtors of credit financing agreements during the Corona Virus Disease 2019 (COVID-19) pandemic.

RESEARCH METHODS

Based on the problems posed, the researcher used a legal research method with a normative juridical approach, namely using the positivist legal concept. This concept views law as identical to written norms created and promulgated by authorized institutions or officials. The research specifications used by the author are descriptive analysis, namely in this research the analysis does not go outside the scope of variables, is deductive, based on general

theories or concepts applied to explain a set of data with another set of data. The sources and types of data used by this journal are primary legal sources, namely related laws and regulations, secondary legal sources in the form of research results related to this journal, and tertiary legal sources such as legal dictionaries, electronic magazines, or the internet.

The data collection technique used in this journal is document study, which is one method of data collection techniques by searching for data in documents or library sources, so data collection activities like this are called document or library source studies. The data analysis method used by this journal uses qualitative data analysis, namely processing and analyzing the collected data into systematic, orderly and structured data. Data analysis in qualitative research takes place interactively, where each stage of the activity does not occur independently. From the results of data analysis, conclusions can be drawn using inductive reasoning. Inductive reasoning is a thinking process in the form of drawing general conclusions on the basis of knowledge about specific things (facts). (Sudek & Taufani, 2020).

DISCUSSION

Implementation of the Law on Debtors in Credit Financing Force Majeure During the Corona Virus Disease 2019 (COVID-19) Pandemic at PT. Bank Rakyat Indonesia (BRI) Kudus City Unit Office

The Civil Code provides an understanding of Force Majeure, namely the situation where the debtor is prevented from giving something or doing something or committing an act that is prohibited in the agreement. From this understanding, it is then adapted to the terminology used, namely a state of coercion. Forced circumstances are defined as an event that occurs beyond the control of one party. The meaning of Force Majeure does not only depend on the details of the events that caused the Force Majeure itself. Furthermore, Force Majeure itself is defined as an event that arises beyond the ability and will of the parties which causes losses to one of the parties. The definition of Force Majeure is a situation that occurs beyond the will of the parties, so that the obligations stated in the agreement cannot be fulfilled. (Hanim & Noorman, 2016).

Article 1338 of the Civil Code states that every agreement must comply with the principle of good faith in its implementation. Due to its binding nature like a law. However, exceptions to this provision are contained in the provisions governing Force Majeure. Namely in Article 1244 and Article 1245 of the Civil Code. The legal system in the Civil Code does not introduce the principles of *Rebus Sic Stantibus* in the realm of contract law, but rather prioritizes the Force Majeure aspect. There are several theories that provide arguments, namely objective theory. This theory is based on the assumption that, an achievement is impossible for everyone, which means it is related to absolute impossibility for everyone. Then subjective theory, which is essentially related to relative impossibility (Hanim & Noorman, 2016).

Implementation of the law regarding Force Majeure on credit financing, there is a policy made specifically for debtor credit where the debtor continues to carry out his credit repayment obligations. Based on the Decree of the President of the Republic of Indonesia Number 12 of 2020 concerning the Determination of the National Disaster for the Spread of Covid-19, as a National Disaster, Covid-19 is directly a temporary forcing situation, so as a temporary condition because Wuhan as the place of origin of the Covid-19 outbreak has been declared safe from the plague. Starting from a relative force situation, the Financial Services Authority Regulation (POJK) Number 11/POJK.03/2020 concerning National Economic Stimulus as a Countercyclical Policy was issued.

For credit financing during the Covid-19 pandemic, customers can apply for credit agreement restructuring, by attaching a letter requesting restructuring affected by the corona pandemic which has been formatted by the bank. The letter contains the customer's identity, the percentage reduction in turnover, and the date and place as well as the applicant's signature.

After all the documents required for the restructuring application, the application will be accepted if there is approval from the BRI City Unit, Branch Office or Headquarters. So the Kupedes Decision Notification Letter (SPPK) was issued. The aspect of default is collided with force majeure or force majeure conditions. And it is at this point that seekers of justice in the banking sector emerge and fight to obtain their rights economically and constitutionally. Default disputes may arise because customers are in arrears in making payments. Even though the customer is in an emergency situation, and is unable to make payments, due to rationalization reasons for reduced and declining income as a result of working from home, workers being laid off or laid off, irrational wage cuts by employers and so on. .

Apart from defaults, there have also been illegal acts allegedly committed by banks in determining OJK balance sheet debits. It is suspected that during the COVID-19 pandemic, bank reports to the OJK remained based on internal banking contracts and regulations. Often customers are not given information and do not even know this, in the form of the amount of outstanding debt which is still calculated based on the principal debt plus interest plus fines. This continues even though the debtor has proposed relaxation in the form of financing restructuring. However, this actually makes customers have a greater burden on the financing they receive. Because the reduction in fines and interest is not significant, it is accommodated fairly by banking institutions. The Banking Law does not explain the legal relationship between providing credit and customers as borrowers. One clear basis for banks regarding the necessity of having a credit agreement is the provisions of Article 1 number 11 of the Banking Law, where it is stated that credit is given based on an agreement or loan agreement between the bank and another party which requires the borrower to pay off the debt after a certain period of time with interest. The rise in cases of bad credit in banks due to natural disasters often puts banks in a dilemma (Wastu, Wairocana, & Kasih, 2017). Normative analysis shows that there is a divergence between the provisions of Article 1245 of the Civil Code, Presidential Decree no. 12 of 2020, President Jokowi's speech regarding relaxation and/or stimulus for banking customers during the COVID-19 pandemic, and PJOK number 11 of 2020. Meanwhile, in empirical analysis, the divergence is in the form of inconsistency on the part of the government, in this case the OJK, in providing stimulus and relaxation .

This is indicated by the relaxation policy being completely handed over to banks. Then the supervision and intervention from the OJK did not work as it should. As a result, the customer suffers a loss, with the enactment of the bank's provisions, that the customer's interest arrears and fines become the principal of the new debt. This has harmed the aspect of justice for customers in force majeure conditions due to the COVID-19 outbreak. On the one hand, banks must think about their fate in order to survive and not violate applicable regulations, but on the other hand, banks are required to provide a sense of humanity to customers who experience a fate that is undesirable to all parties. Furthermore, banking establishments and operations must always follow a set of rules that have been established by the relevant parties as part of official integrity in a country. The Covid-19 pandemic has had a huge impact and disrupted the Indonesian economy, in fact almost all regions affected by the disaster are expected to experience difficulties in carrying out their obligations in accordance with the credit agreement. (Suadi, 2018).

Agreements are not born solely because of an agreement but must also fulfill the legal provisions regarding the legal conditions for an agreement as regulated in Article 1320 of the Civil Code, in other words, whatever the name or form, the agreement cannot ignore the legal rules in force where the agreement was made. by relying solely on an agreement based on the principle of freedom of contract (Priyono, 2018). Likewise, efforts to resolve bad credit are left to the agreement between the debtor and creditor, because there are several criteria for classifying credit quality. Furthermore, to determine the quality of a credit, certain

measurements are given. Bank Indonesia classifies credit quality according to the following provisions:

- a. *Passis* credit that meets the criteria for an industry or business activity that has good growth potential.
- b. *Special Mentionsis* credit that meets the criteria for an industry or business activity that has limited growth potential.
- c. *Substandardis* credit that meets the criteria for an industry or business activity showing very limited growth potential or no growth, low profit generation.
- d. *Doubtfulis* credit that meets the criteria for declining industry or business activities, very small and negative profits.
- e. *Lossesis* credit that meets the business continuity criteria is very doubtful, the industry is experiencing a decline and is difficult to recover, it is very likely that business activities will stop (Adlan, 2016).

Customers will experience obstacles when fulfilling their obligations in accordance with the credit agreement. In the Civil Code Article 1244, it is stated that the debtor must be punished to compensate costs, losses and interest, if he cannot prove that the non-performance of the agreement or the inappropriate time in carrying out the agreement was caused by something unexpected, which was not can be held accountable to him, even though there is no bad faith towards him (Prodjodikoro, 2000). Article 1245 further states that there will be no compensation for losses and interest if, due to compelling circumstances or because of things that happen by chance, the debtor is prevented from providing or doing something that is required or doing something that is prohibited for him. According to POJK No.11 of 2020, banks can provide credit financing restructuring to debtors. However, with the condition that the debtor in question is affected by the spread of Corona virus disease 2019 (COVID-19), either directly or indirectly, which results in the debtor experiencing difficulty in fulfilling obligations to the Bank. With the issuance of the policy in the form of an opportunity given to debtors as customers to rearrange their obligations which are then adjusted to economic conditions.

In implementing the law in credit financing during the COVID-19 pandemic, customers can apply for restructuring of credit agreements to prevent bad credit from arising. Customers can go to the bank or Mantri can go to the customer's house. Then a letter of request for restructuring affected by the corona pandemic is included which has been formatted by the bank. After all the documents required for the restructuring application, the application will be accepted if there is approval from the BRI City Unit, Branch Office or Headquarters. So a Kupedes Decision Notification Letter (SPPK) is issued where the debtor is given a grace period for payment of interest only, and after the grace period is over the debtor returns to pay the principal and interest that should have been paid, but if the debtor is not yet able to pay, then the debtor can apply for stage 2 restruck or the final stage before being declared bankrupt if you are unable to make credit payments again.

A pandemic is a Force Majeure (Overmacht), which is included in the category of emergency, where a forceful situation is caused by an unnatural situation or condition, a special circumstance that is immediate and short-lived, and cannot be predicted long in advance. In this compelling situation, an unexpected event occurs that occurs outside of the debtor's fault after an agreement has been entered into, so that this event prevents the debtor from fulfilling its achievements before being declared negligent, and therefore the debtor cannot be blamed for not bearing the risk of this event. The impact of the spread of Covid-19 has been sufficient to be used by contract-bound parties to postpone obligations. To postpone obligations, be guided by Bank Indonesia Circular Letter Number 26/4/BPPP dated 29 May 1993. This circular letter in principle regulates the rescue of problematic credit, before settlement is carried out through legal institutions or through other alternative bodies.

Based on the Financial Services Authority Regulations, there are at least three things that can be done

- a. *Rescheduling*, is the bank's first attempt to save the credit it provides to debtors. This method is used if it turns out that the debtor is unable to fulfill its obligations in terms of repayment of principal installments and credit interest.
- b. *Reconditioning*, by making partial or complete changes to the terms of the agreement by not providing additional credit and without converting participation. Changes in credit conditions are made by taking into account the problems faced by the debtor in implementing the project or business.
- c. *Restructurisation*, by making changes to the terms in the form of providing additional credit, for example or by converting investments without rescheduling and reconditioning.

Legal Consequences of Creditors to Debtors of Credit Financing Agreements During the Corona Virus Disease 2019 (COVID-19) Pandemic

Force majeure, or Force Majeure, is a reality and fact that must be recognized and accepted by all parties. The Covid-19 pandemic is a force majeure condition based on positive legal provisions, namely the existence of Presidential Decree number 12 of 2020 concerning the Determination of the Corona Virus Disease 2019 (COVID-19) Public Health Emergency. So determining COVID-19 as a non-natural and national disaster is a necessity. The spread of Corona Virus Disease 2019 (COVID-L9) which is extraordinary, is characterized by the number of cases and/or the number of deaths has increased and expanded across regions and across countries and has an impact on political, economic, social, cultural, defense and security aspects, as well as welfare of society in Indonesia.

Based on these developments, the government feels it is necessary to issue a Presidential Decree regarding the Determination of the Corona Virus Disease 2019 (COVID-19) Public Health Emergency. The fields of economics and banking have broad and large implications. Furthermore, the speech of the President of the Republic of Indonesia was dated regarding the relaxation of credit given to banking customers. And followed up by Financial Services Authority Regulation (PJOJK) number 11 of 2020 concerning National Economic Stimulus as a Countercyclical Policy for the Impact of the Spread of Corona Virus Disease 2019. The provisions of the Financial Services Authority (PJOJK) Regulation are one solution to many empirical problems that arise with the existence of the policy the. The economic stimulus policy as a (countercyclical) impact of the spread of coronavirus disease 2019 (COVID-19) is intended to be implemented while still observing the precautionary principle.

Of course, every action must be accountable because the nature of the law is that it is binding on every legal subject, for this reason it is appropriate for the agreement makers to fulfill their obligations to each other because basically in an agreement good faith is very necessary for the implementation of responsibilities and for no one to feel disadvantaged. Sanctions are also a basis for agreement makers not to do things that are detrimental to one of the parties. Regarding the action of delaying the fulfillment of achievements by debtors against creditors for home ownership loans, apart from having to be in accordance with the positive private law norms that apply in Indonesia, the existence of a system due to creditors also takes into account the values and norms that apply in these activities. Agreements made by the parties that fulfill the elements of a valid agreement can basically be canceled by the parties, if in the implementation of the agreement the parties suffer losses, both parties bound by the agreement and third parties who are outside the agreement. The agreement made can be canceled either when the performance has not been carried out, or after the performance has been carried out.

Actions with a good attitude are those that do not conflict with propriety, and are careful to pay attention to the interests of other people. If you look again at article 1365 of the Civil

Code, there are two important factors in unlawful acts, namely the presence of errors and losses. In the event that occurs in the event of a delay in fulfilling the debtor's performance against the creditor regarding credit, if the debtor in bad faith submits a request for credit payment relief even though he is known to not be affected by the Covid-19 situation as stated in the conditions stipulated in applying for the relief, then The debtor's actions can cause losses to the creditor. The existence of bad credit (Non Performing Loans) borne by creditors can cause disruption to the creditor's business activities due to the creditor's inability to carry out their business activities optimally due to the existence of NPLs that should not exist and are borne by them.

In the end, it can be concluded that the debtor's form of responsibility for delays in credit payments to creditors must be carried out in good faith and in accordance with the values and norms, especially those governing an agreement. Apart from that, the form of application for relief in the case of delays in fulfilling achievements by the debtor must be in accordance with the policies that have been established by the Financial Services Authority as a representative of the government which determines regulations in applying for relief by the debtor for a credit agreement. If the debtor does not implement the principle of good faith based on the descriptions above, the debtor can be said to have committed an unlawful act as a result of carrying out the delay in order to gain profit and causing losses to the creditor based on the provisions of Article 1365 of the Civil Code. Of course, every action must be accountable because the nature of the law is that it is binding on every legal subject, for this reason it is appropriate for the agreement makers to fulfill their obligations to each other because basically in an agreement good faith is very necessary for the implementation of responsibilities and for no one to feel disadvantaged. Sanctions are also a basis for agreement makers not to do things that are detrimental to one of the parties.

Gunawan Widjaja gave reasons for canceling an agreement, differentiating them into:

a. Cancellation of the Agreement by One of the Parties to the Agreement.

This unilateral cancellation is related to the failure to fulfill the subjective requirements for the validity of the agreement. A request to cancel the agreement can be made if:

- 1) There is no free agreement from the parties making the agreement, whether due to error, coercion or fraud by one of the parties when the agreement was made (Articles 1321 to Article 1328 of the Civil Code). In this case, the party who feels disadvantaged has the right to request cancellation of the agreement.
- 2) The incompetence of one of the parties in making an agreement and/or not having the authority to carry out certain legal actions (Article 1330 and Article 1331). In this case the incompetent party or his authorized representative has the right to request cancellation of the agreement (Articles 1446 to 1450 of the Civil Code).

b. Agreement is void by law

Regarding this, we will first explain the meaning of "cancel" and the meaning of "null and void" in. Void are:

- 1) Not applicable; invalid: the agreement is declared;
- 2) It didn't happen; postponed; failed: yesterday's meeting was forced, because less than two-thirds of the members attended;
- 3) Not successful; fail.

Thus, void or declared void means that an agreement that was once mutually agreed upon is invalid or did not occur, while null and void is a nullity that occurs based on law, resulting in the legal action in question never occurring. Thus, null and void (void) is a contract that may not be executed or completed at all.

If a contract is declared null and void from the start, it means that all parties must put everything as it was before the contract. A contract is null and void if one of the parties does not have the capacity to perform the contract, is based on a mistake, or is against the law. In

the event that an agreement is declared null and void, a judge is obliged because of his position to declare that an agreement never existed or that a legal agreement existed. As a result of the debtor's actions, the debtor's actions, which can be classified as an unlawful act based on the provisions of Article 1365 of the Civil Code, can also cause the agreement to be null and void. Cancellation applies generally to all parties, in contrast to relative cancellation which has legal consequences only for certain parties. The Legal Basis for an Agreement to be Declared Null by Law states the reasons that can be used as the basis for an agreement being categorized as null and void, namely:

- a. Void by law because the terms of the formal agreement are not fulfilled;
- b. Void by law because the objective conditions for the validity of the agreement are not fulfilled;
- c. Void by law because it was made by a person who is not authorized to carry out legal acts;
- d. Void by law because the conditions for cancellation are met.

The Civil Code regulates nullity by law in several articles, namely:

- a. Article 617 paragraph (1) of the Civil Code states that: "Every deed by which immovable property is sold, gifted, divided, encumbered or transferred must be made in authentic form, subject to threat of invalidity."
- b. Article 1254 of the Civil Code states that: "If an agreement contains conditions that aim to do something that cannot be carried out, or that is contrary to good morality, or even prohibited by law, it is null and void,".
- c. Article 1256 of the Civil Code which states that: "All agreements are void, if their implementation depends solely on the will of the person being bound"
- d. Article 1265 of the Civil Code states that "A void condition is a condition which, if fulfilled, will cancel the agreement and bring everything back to its original state, as if there had never been an agreement."
- e. Article 1335 of the Civil Code states that: "An agreement without cause, or which has been made for a false or prohibited reason, has no force." The definition of "not having power" in Article 1335 of the Civil Code is considered null and void by law.
- f. Article 1337 of the Civil Code states that: "A cause is prohibited, if it is prohibited by law, or if it is contrary to morality or public order."

Based on the descriptions that have been reviewed regarding the concept of the agreement in accordance with the positive law applicable in Indonesia regarding the agreement to postpone the fulfillment of performance by the debtor towards the creditor on the credit agreement, if the contracting party including the debtor does not make an agreement and/or does not implement the agreement based on If a postponement agreement is agreed, then the agreement can be said to be null and void or canceled by law based on private law in Indonesia which regulates it. This is because the credit agreement is classified as a form of agreement based on the provisions of civil law in Indonesia, so if the parties do not fulfill the elements as conditions for the validity of the agreement based on the legal norms applicable in private law then the agreement regarding the agreement to postpone the fulfillment of achievements This is considered contradictory and is included as an unlawful act so that it can give rise to consequences in the form of invalidation of the agreement itself.

CONCLUSION

Implementation of law on debtors in Force Majeure credit financing during the Corona Virus Disease 2019 (COVID-19) pandemic at PT. Bank Rakyat Indonesia (BRI) Kudus City Unit Office in accordance with POJK No.11 of 2020, the bank can provide credit financing restructuring to debtors. However, with the condition that the debtor in question is affected by

the spread of Corona virus disease 2019 (COVID-19), either directly or indirectly, which results in the debtor experiencing difficulty in fulfilling obligations to the Bank.

With the issuance of the policy in the form of an opportunity given to debtors as customers to rearrange their obligations which are then adjusted to economic conditions. In implementing the law in credit financing during the COVID-19 pandemic, customers can apply for restructuring of credit agreements to prevent bad credit from arising. Customers can go to the bank or Mantri can go to the customer's house. Then a letter of request for restructuring affected by the corona pandemic is included which has been formatted by the bank.

REFERENCES

- Amran Suadi. (2018). *Sharia Economic Dispute Resolution*. Jakarta: Prenadamedia Group.
- Desi Syamsiah. (2020a). Settlement of Debt and Receivable Agreements as a Result of Force Majeure Due to the Covid-19 Pandemic. *Legal Standing: Journal of Legal Studies*, Vol. 4, No.1.
- Desi Syamsiah. (2020b). Settlement of Debt and Receivable Agreements as a Result of Force Majeure Due to the Covid 19 Pandemic. *Legal Standing: Journal of Legal Studies*, Vol. 4, No. 1.
- Ery Agus Priyono. (2018). Aspects of Justice in Business Contracts in Indonesia. *Law Reform*, Vol. 14, No. 1.
- Financial Services Authority Regulation (POJK) Number 11/POJK.03/2020 concerning National Economic Stimulus.
- Ida Bagus Gde Gbi Wastu, I Gusti Ngurah Wairocana, & Desak Putu Dewi Kasih. (2017). Legal Strength of Credit Agreements Under the Hand of Rural Banks. *Acta Comitatus*, Vol. 83, No. 1.
- Lathifah Hanim, & Noorman. (2016). Settlement of Bank Credit Agreements as a Result of Force Majeure Due to the Yogyakarta Earthquake. *Journal of Legal Reform*, Vol. 3, No. 2.
- Law of the Republic of Indonesia Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking.
- Muhammad Aqim Adlan. (2016). Settlement of Bad Credit in Banking from an Islamic View Overview of Regulations for Bad Credit Cases Due to Natural Disasters. *An-Nisbah: Journal of Sharia Economics*, Vol. 2, No. 2.
- Noorhadi. (2022). Cooperative Problems in Resolving Problem Loans During the Covid-19 Pandemic. *Qistie*, Vol.15, No. 1.
- Suteki, & Galang Taufani. (2020). *Legal Research Methodology (Philosophy, Theory and Practice)*. Jakarta: Raja Grafindo Persada.
- Oskar Sahim Matompo. (2020). Credit Settlement Due to Natural Disasters Legal Protection Perspective. *Legal Standing: Journal of Legal Studies* Vol. 3, No.2.
- Yesi Rahmawati, Nor Norisanti, & Faizal Mulia. (2022). Analysis of Problem Loan Settlement Through Rescheduling to Increase Profitability During the Covid-19 Pandemic at the Cisaat Sharia Savings and Loans and Financing Cooperative (KSPPS). *Journal of Economics, Business and Accounting*, Vol. 5, No. 2.