

SETTLEMENT OF FINANCING DEFAULT AT BMT UGT NUSANTARA BATUURIP SUB-BRANCH JEMBER

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Abstract :

In line with rapid economic progress, in the world of banking. The main function of banking is as a collector and distributor of public funds. BMT UGT Nusantara distributes funds to the community in the form of financing products. The development of financing can cause problems that must be addressed and resolved. The author is interested in researching financing problems that are in accordance with Islamic banking science. The researcher's curiosity at the heart of the problem is the causes of financing problems at BMT UGT Nusantara and what is the solution to solving financing problems at BMT UGT Nusantara. Research Objectives 1. To find out what are the factors of default in financing at BMT UGT Nusantara head of Batuurip Jember. 2 To find out how to resolve defaults in financing at BMT UGT Nusantara head of Batuurip Jember. The approach taken in this research uses qualitative research, with a case study type of research. Data collection techniques using observation, interviews and documentation, to find out directly from the researcher's location how defaults on financing products are resolved at BMT UGT Nusantara Capem Batuurip. This research concludes that the resolution of defaults that occur at BMT UGT Nusantara Capem Batuurip is by being billed regularly once a week, given a time slot/extension of time, given capital back if collateral allows, and finally the sale of collateral or assets that are guaranteed.

Keywords : Default, Financing, BMT UGT Nusantara Capem Batuurip

INTRODUCTION

The role of financial institutions in today's modern economy is very important, especially for those business people who use a lot of financial services. According to the Decree of the Minister of the Republic of Indonesia No. 792 of 1990,(Sumargo, n.d.) financial institutions are given restrictions as all entities whose activities are in the financial sector, raise funds, and distribute them to the public, especially to finance company investments. In addition to financing

corporate investment, financial institutions also carry out consumption activities and distribution activities for goods and services. In general, in Indonesia financial institutions are divided into two, namely non-bank financial institutions (LKSNN) and bank financial institutions (LKB). (Nurfitri, 2016)

The Financial Services Authority (OJK) noted that the risks faced by financial institutions are still at a safe level. Chairman of the OJK Board of Commissioners, Wimboh Santoso said that in terms of risk, OJK assesses that the risks faced by financial services financial institutions are still at the level *manageable*. It can be seen from the number of non-performing loans that have fallen. *Rasio Non Performing Loan (NPL) gross* The banking industry position in June 2018 was recorded at 2.6790, down from May (2.7900). Meanwhile, *Non-Performing Financing (NPF)* of finance companies was recorded at 3.15 percent. This figure is a slight increase from May's position of 3.12 percent. (Nurfitri, 2016)

Default is caused by non-performance of obligations in the agreement due to the debtor's fault either due to intentional or negligence. Rights and obligations arise due to the existence of an engagement in a valid agreement according to article 1320 of the Civil Code. In fact, the settlement of this case was resolved through criminal law channels, namely the Criminal Act of Fraud (Article 378 of the Criminal Code). Default can turn into a Criminal Act of Fraud if it fulfills the elements of using deception, a series of lies, false names, and false circumstances with the intention of self-benefit (Adati Andarika, 2018)

Meanwhile, in the financial world, default is also defined as an act of 'default' according to Wikipedia. Where default describes a situation in which a debtor is unable to fulfill his obligations in accordance with the debt receivable agreement he made. For example, not making installment payments or repaying the principal in accordance with the agreement, including violating credit terms as stipulated in the contract.

The agreement as a means to regulate the exchange of rights and obligations is expected to take place properly, fairly and proportionately according to the agreement of the parties. Especially in commercial agreements, both Based on the formulation of the definition of the agreement that has been put forward, it can be concluded that the agreement consists of: There are parties; there is an agreement between the parties; there are achievements to be performed, there are certain forms of oral or written; there are certain conditions as the content of the agreement; There are goals to be achieved. (Ramadhan, 2012)

Elements of default in force majeure include, natural disasters, objects lost due to accident, objects lost or stolen, and so on. Another cause of default is the negligence of one of the parties. The party as the perpetrator of the agreement commits actions that harm the other party as a result of negligence or intentional violation of the agreement. The fatal cause of default is that one of the parties

deliberately violated the agreement. The parties do things that are contrary to the original agreement. There are several factors that occur in BMT UGT Nusantara Capem Batuaurip: first, the lack of customer understanding of the products in BMT. Second, the lack of customer awareness in carrying out their obligations. Third, the decline in the customer's economy. Fourth, the lack of facilities at BMT.(Ilmiah, 2017)

Financing is initial support for the needs or trade of certain goods / assets / services whose mechanism generally involves three funding parties, certain providers of goods / assets / services and parties who utilize certain goods / assets / services.

RESEARCH METHOD.

This research is descriptive qualitative, qualitative descriptive research is a research method that is intended to describe, describe, or explain the state of an object under study as it is, in accordance with the situation and conditions at the time the research is conducted. This research is a type of field research. Field research or often called field research research, this study aims to study intensively about the background of the current situation and environmental interactions of a social unit of society.

DATA PRESENTATION

The presentation of this data is a revealing part of the description of the data and findings obtained using the methods and procedures described as in chapter III. As previously explained that this study uses data collection techniques through observation, interviews, documentation and field notes as tools to support research. The following will be presented research data that refers to the focus of the problem.

1. Causes of default at BMT UGT Nusantara Capem batuaurib

Based on research that has been conducted by researchers on BMT UGT Nusantara Capem Batuaurib. The cause of default in BMT UGT Nusantara Capem Batuaurib is a natural disaster or negligence committed by. The following is exposure to data on factors causing default

This was expressed directly by Mr. Fathoni Hasbulloh as Chairman of BMT UGT Nusantara Sub-Branch batuaurip as follows: *"In this case, there are many causes of intentional and unintentional defaults such as natural disasters, lost objects when stolen or intentional actions by customers.*

This was also expressed by Mr. Mansur AOAP (Analysis and Billing), namely:

"There is also what is deliberately done by the customer to default one of the parties deliberately violates the agreement. The parties do things that are contrary to the original agreement.

From several interviews, it shows that the default occurred due to an accidental element by customers who made financing at BMT UGT Nusanrata, a sub-branch of batuaurib.

As stated by Mrs. Sumarni as a customer or member of BMT UGT Nusantara Batuaurib Sub-Branch who has a shop business, namely:

"I have been a customer or member of BMT for quite a long time from, initially I applied for financing to increase my business capital and after I received the capital loan, thank God I felt quite well helped. But after Covid-19, my business has decreased.

My capital loan is Rp. 20,000,000 rupiah with an avanza car guarantee and with installments for 24 months or 2 years with a percentage of 2.4% with financing installments with principal and services. And the monthly installments that I have to pay are: principal: Rp. 833.333 + Margin: Rp. 480.000 = Rp. 1.313.333

In addition, Mrs. Karni also revealed as a customer or member of BMT UGT

Nusantara Batuurib Sub-Branch who has a basic food store business, namely:

"Alhamdulillah, I feel quite helped by the financing provided by BMT to my basic food business, at first I was quite developed, but with the disaster my business decreased.

My capital loan is 50,000,000 rupiah guaranteed by building certificates and in installments for 36 months with a percentage of 2.5% with financing installments using principal and services. And the monthly installments that I have to pay are: principal: Rp. 1.388.888 + margin: Rp. 1.250.000 = Rp. 2.638.888

In addition, Mrs. Dewi also revealed as a customer at BMT UGT Nusantara Bembantu Batuurib Branch which has a basic food store, namely:

"Alhamdulillah, with the financing made by BMT for my business to grow, but the Covid-19 caused my business income to decrease.

My capital loan is Rp. 20,000,000 rupiah with a car guarantee and with installments for 24 months or 2 years with a percentage of 2.4% with financing installments with principal and services. And the monthly installments that I have to pay are: principal: Rp. 833.333 + Margin: Rp. 480.000 = Rp. 1.313.333

In addition, Mrs. Rusmiati also revealed as a customer at BMT UGT Nusantara Bembantu Batuurib Branch who has a chip business, namely:

With the capital I got from BMT, my business was selling well in the market, but due to the Covid-19 disaster, my business declined. My capital loan is 10,000,000 with bicycle guarantee and with 12 months installments with a percentage of 2.8% with mangin funding installments only. And monthly installments, namely: mangin: Rp. 280,000. and the principal is paid in full due time.

From the interview with the customer above, the cause of default at BMT UGT Nusantara Capem batuurib was caused by the Covid outbreak which caused the business they developed to experience a decrease in income so that they could not take away the capital loan carried out at BMT UGT Nusantara sub-branch batuurib.

2. Default settlement at BMT UGT Nusantara capem batuurip

BMT UGT Nusantara Sub-Branch Batuurip has several default resolution strategies. This was expressed directly by Mr. Fathoni Hasbulloh as Chairman of BMT UGT Nusantara Sub-Branch batuurip as follows:

Default settlement carried out by BMT is by regularly billing, due rations, giving back funds, selling guarantees.

This was also expressed by Mr. Mansur AOAP (Analysis and Billing), namely:

It can be done by regularly paying to nasahah, giving due rations, giving funds back if collateral is possible, and can be done by selling collateral.

As stated by Mrs. Dewi as a customer or member of BMT UGT Nusantara Capem Batuurip who has a grocery store business, namely:

"BMT employees who are assigned to bill my house come to my house regularly every week." every month that I have to pay is usually Rp. 1,313,333. because BMT employees bill regularly every week, I get relief by paying Rp. 323,333 every week.

In addition, it was also revealed by Mrs. Rusmiati as a customer or member of MBT UGT Nusantara Batuurip who has a chip business, namely:

I was given a period of 3 months to pay my principal loan of Rp. 10,000,000 by BMT for 3 months, if I cannot pay off my tanggungan when it is due then my guarantee will be auctioned.

In addition, it was also revealed by Mrs. Sumarni as a customer or member of MBT UGT Nusantara Batuurip who has a grocery store business, namely:

I am given a period of time to pay my installments that are delayed by BMT, if I cannot pay off my installments when due then my guarantee will be auctioned.

In addition, it was also revealed by Mrs. Karni as a customer or member of MBT UGT Nusantara Batuurip who has a grocery store business, namely:

To pay off my loan, I was given an extension of time by BMT, my insurance which was originally 36 months or 3 years was extended to 48 months or 4 years with a percentage of 2.6% with payment installments using principal and services. And

the monthly installments that I have to pay are: principal: Rp. 1,041,666 + margin: Rp. 1,300,000 = 2,341,666."

From the interview with the customer above, BMT UGT Nusantara capem batuurip has several strategies to solve default problems that occur with one of them being billing regularly every week.

FINDINGS AND DISCUSSION

1. Factors Causing Default at BMT UGT Nusantara Capem Batuurip

The first point of the cause of default is the negligence of one of the parties. The debtor or customer can be blamed for committing actions detrimental to other parties as a result of negligence or intentionality. Another cause of default is the existence of coercive conditions or the term force majeure. This factor occurs when one party is unable to fulfill obligations due to conditions beyond its control. The inability to fulfill the agreement is not at the whim of the perpetrators, so they are not to blame. Elements of default in force majeure include objects lost or stolen, objects destroyed by accident, natural disasters, and so on.

Based on the results of the research that the factors of default in financing products at BMT include from the external (Customer) including: Customer dies, Customer is sick, income has decreased, member bankruptcy, debtor is able to pay but difficult to pay, while internally (BMT Party) itself is; less optimal in analyzing financing such as capacity (customer business capability), determination of payment periods, lost guarantees, activation of savings.

Based on existing theories and research results, there is a synchronization between the two about the cause of the default of BMT UGT Nusantara capem Batuurip. This synchronization can be seen from the changes made by customers, both intentional and unintentional.

2. Default settlement at BMT UGT Nusantara Capem Batuurip

settlement of defaults on financing products, namely by means of intense billing, given SP, namely SP1 within two months, SP2 within 3 months, and SP3 within 6 months, after a warning letter is held to the customer if you do not get an answer from the customer, deliberation will be held, namely with the option of Rescheduling (additional time) and re-contract, However, if the customer has been given additional time but cannot pay, based on the agreement of both parties the customer to give up the guarantee to be sold to cover the installments.

Based on the results of research research, the settlement of defaults carried out by BMT UGT Nusantara capem Batuurip is by billing once a week regularly to each customer, extending time or tajak due, giving funds back if collateral allows, and finally by selling collateral.

Based on existing theories and the results of research, researchers have a discrepancy among their concerns about the settlement of defaults at BMT UGT Nusantara capem Batuurip. This synchronization can be seen from the way the default is resolved.

CONCLUSION

Based on the discussion described earlier, it can be concluded as follows:

1. The factors of default in financing products at BMT include from External (Customer) including: Customer dies, Customer is sick, Income decreases, Member bankrupt, Debtor is able to pay but difficult to pay, while internally (BMT Party) itself, namely; less optimal in analyzing financing such as capacity (customer business capability), determination of payment periods, lost guarantees, activation of savings.

2. settlement of defaults on financing products, namely by means of intense billing, given SP, namely SP1 within two months, SP2 within 3 months, and SP3 within 6 months, after a warning letter is held to the customer if you do not get an answer from the customer, deliberation will be held, namely with the option of Rescheduling (additional time) and re-contract, However, if the customer has been given additional time but cannot pay, based on the agreement of both parties the customer to give up the guarantee to be sold to cover the installments.

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