

Effectiveness of Non-Litigation Bad Debt Settlement at Pematang Jaya Savings and Loan Unit in 2024

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ABSTRACT

Savings and Loans Business by Pematang Jaya Village-Owned Enterprises is a form of business that provides credit to help members and the community who need capital to run their businesses. In this case, the Pematang Jaya Savings and Loans Unit in providing credit cannot be separated from the existence of arrears or what is better known as bad credit carried out by the borrower or beneficiary. The formulation of the problem in this study: 1) How is the Effectiveness of Non-litigation Settlement of Bad Debts in the Pematang Jaya Savings Unit 2) What Factors Cause Obstacles in the Settlement of Bad Debts in the Pematang Jaya Savings Unit. The type of research is by means of a survey, a study that takes samples from the population using interviews and questionnaires as primary data collection tools. The nature of descriptive research is to describe the current state of the subject or object of research based on the facts that appear as they are. In this study, the author took a sample of 10 debtors, of which 8 debtors (80%) had not completed their installments and 2 debtors (20%) had completed their installments. In addition, the credit agreement does not clearly state the procedures for implementing dispute resolution, so this refers to Law Number 30 of 1999 concerning arbitration and alternative dispute resolution outside the courts. Where in this case using a mediation method between debtors and creditors in its resolution by involving the village head as an advisor. In addition, the management of the Pematang Jaya Savings and Loans Unit also formed a collector team to assist in the resolution by visiting the debtor to provide a warning letter regarding the installments that must be paid and have matured or if not, the collateral will be confiscated by the Savings and Loans Unit.

Keyword: Bad Debt, Savings and Loan Unit, Dispute Resolution Non-litigation

1. Introduction

In facing the increasing common interests by strengthening the role of the community and external welfare of the region in the implementation of regional government based on the mandate of the 1945 Constitution, the principle of independence, and the task of assisting the regional government.¹ power, and the ability to conduct and manage government business. One form of government business managed by the village is the Village-Owned Enterprise (BUMDes). The Village-Owned Enterprise, hereinafter referred to as BUMDesa, is a business entity whose entire or most of its capital is owned by the village through direct participation originating from village assets that are separated to manage assets, services, services, and other businesses for the greatest welfare of the village community.²

¹ HAW. Widjaja, *Penyelenggaraan Otonomi Di Indoensia* (PT. Raja Grafindo Persada, 2005).

² Muh Rizaldi Primanandi, Baiq Anggun Hilendri Lestari, and Lalu Takdir Jumaidi, 'Penerapan Sistem Pengendalian Internal Penyaluran Kredit Dalam Hal Mencegah Terjadinya Kredit Macet Pada Badan Usaha Milik

In this case, Riau Province has been designated as a pilot province in the management of Village-Owned Enterprises (BUMDesa) nationally. This is due to the support and good cooperation between the Provincial Government and the Regency Government including Rokan Hulu Regency. Village-Owned Enterprises have been designated by the Indonesian government as one of the central and regional government programs to increase village economic independence and bring benefits and welfare to the entire village community. The village government is tasked with establishing village companies, and capital ownership and management of the company are jointly owned by the village government and the community as a whole. BUMDes is formed through joint deliberation between the village and the village government, and its management is based on the principles of family and mutual cooperation. The establishment of BUMDes as a driving force for the village economy is based on Law Number 32 of 2004 concerning Regional Government and Law of the Republic of Indonesia Number 6 of 2014 concerning Villages and Regulation of the Minister of Villages, Development of Disadvantaged Regions, and Transmigration of the Republic of Indonesia Number 4 of 2015 concerning the Establishment, Management and Administration, and Dissolution of Village-Owned Enterprises.

There are many forms of business that can be done by BUMDes, one of which is a savings and loan business carried out by BUMDesa Pematang Jaya. A savings and loan business is a business that provides credit to help community fund members who need capital to run their business. The word credit comes from the Latin word *credia*, which means "trust". This term means that if someone can get a loan, they have earned their trust. Meanwhile, anyone who puts their trust in the borrower must make every effort to ensure that the money is returned.³ But of course the effort in providing credit is not free from the risk of arrears by the borrower or debtor. This is caused by the failure of the borrower to fulfill his obligation to pay the loan amount, also known as installments, as well as the interest agreed by both parties.

In essence, providing credit is an investment of funds in the form of risk assets. Therefore, every credit provision must first be subject to in-depth analysis and research from various aspects.⁴ Various methods are used by creditors to secure their loan payments, one of which is to direct the credit recipient to hand over goods as collateral for the borrower's obligations. This is referred to as a loan agreement regulated in Article 1754 of the Civil Code. The definition of a loan according to Article 1754 of the Civil Code is an agreement by which one party gives another party a certain amount of goods that are used up due to use, on the condition that the latter party will return the same amount of money with the same type and quality.⁵ Debt collateral is any type of fund determined based on a contract made and agreed between two parties

Desa (Bumdes) Karya Sejati, Desa Sukarara, Kecamatan Jonggat, Kabupaten Lombok Tengah', *Jurnal Riset Mahasiswa Akuntansi*, 2.1 (2022), pp. 85–99, doi:10.29303/risma.v2i1.187.

³ Kasmir, *Manajemen Perbankan* (PT. Raja Grafindo Persada, 2000).

⁴ H.R. Daeng Naja, *Hukum Kredit & Bank Garansi* (PT. Citra Aditya Bakti, 2005).

⁵ Burgerlijk Wetboek, 'KUHP: Kitab UU Hukum Perdata', 2007.

and can be used as collateral to pay the debtor's debt. If the debtor is unable to pay, the creditor can sell the collateral to pay off the debt. If the debtor does not pay the debt within the specified time period, the guarantee function must provide the creditor with the right and authority to obtain the debtor's debt by selling goods as collateral.⁶

In practice at BUMDesa Pematang Jaya If there are arrears in installment payments of 1 (one), 2 (two), or 3 (three) months in the credit granting statement letter at BUMDes Pematang Jaya, a warning letter will be issued to the loan recipient to immediately repay the loan. However, in reality, many debtors do not pay attention to the warning letter. According to Article 1236 of the Civil Code, the debtor is obliged to compensate for costs, losses and interest to the creditor if he makes himself unable to hand over the goods or does not take care of them properly to save them. The procedure for this settlement is based on Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. This activity allows for out-of-court (non-litigation) settlement, which can later be carried out based on an agreement between the disputing parties.

In the case of illegal debt settlement in BUMDesa Pematang Jaya, it is said to use an out-of-court procedure, where the settlement is mediation through a third party, namely a mediator appointed directly by the disputing parties. The mediator plays an important role in the mediation process, organizing discussions, developing agreements, and helping the parties understand that the dispute is not about finding winners and losers, but about how to resolve this problem quickly and correctly.

Another obstacle to dispute resolution through mediation is the difficulty of meeting creditors with debtors and communicating directly with debtors, because debtors consistently reject and ignore creditors' invitations to complete the mediation process. In addition, the weakness of the agreements that bind them also results in the abandonment of the loan settlement process, resulting in periodic bad debts every year. Based on the legal issues and legal problems above, the author feels the need to research the bad debts that occur with the title "Effectiveness of Non-Litigation Bad Credit Settlement at the Pematang Jaya Savings and Loans Unit in 2024."

The previous research was Legal Efforts in Resolving Problematic Credit in BUMDes Mekar Lestari Customers, Hulu Teso Village. However, Erhan Bagus Septio Hadi's research emphasized more on the entire legal efforts process carried out by BUMDesa Mekar Lestari, Hulu Teso Village. Legal Protection for Bumdes Savings and Loans in Cases of Bad Credit Caused by Default by Debtors in Kesimpar Village, Karangasem This study emphasizes more on legal protection for Bumdesa in cases where customers are unable to pay loans or there is a problem with credit. Implementation of Internal Control System for Credit Distribution in Preventing Bad Credit in Karya Sejati Village-Owned Enterprises (BUMDES), Sukaraga Village, Jonggat District, Central Lombok Regency. This study focuses on the role of BUMDesa management in creating an internal system for distributing credit in terms of preventing bad credit.

⁶ Sutarno, *Aspek-Aspek Pada Hukum Perkreditan Pada Bank* (Alfabeta, 2014).

Meanwhile, the research in this paper focuses on the effectiveness of non-litigation settlement efforts from BUMDesa Pematang Jaya in overcoming the problem of bad credit and what inhibiting factors are there.

2. Research Method

This type of assessment can be classified into sociological and observational research. To obtain the required data, the author directly conducted research in the field to obtain facts using data collection methods, namely interviews. The nature of the research that the researcher wrote is qualitative descriptive research, this research the author conducted by describing and explaining according to the facts of descriptive research which aims to collect factual information in detail, then the author identifies problems or examines other conditions and symptoms that exist in society for writing research related to the Effectiveness of Settlement of Bad Credit Using Non-litigation Methods at the Pematang Jaya Savings and Loan Unit in 2024.

3. Result and Discussion

3.1 Effectiveness of Non-Litigation Methods for Settlement of Bad Debts

It can be said that savings and loan activities are part of people's lives today. These activities are carried out on the condition that there is collateral provided by the debtor in the form of goods or objects. Savings and loan activities have been carried out for a long time among the Pematang Berangan village community. Almost everyone has carried out the activity of saving and borrowing money for something needed to support the development of economic activities and to improve their standard of living.⁷

The establishment of Village-Owned Enterprises is based on Law Number 32 of 2004 concerning Regional Government and Presidential Regulation Number 72 of 2005 concerning Villages. The Pematang Jaya Savings and Loans Unit provides savings and loan units that can serve and assist the Pematang Berangan community in their business capital needs and other needs. Based on an interview with Rusdi Hidayatullah as the Head of Pematang Berangan Village in providing loans to the community, there are several requirements that must be met by the loan recipients first, including that they must be members of the Pematang Jaya BUMDesa and are residents of Pematang Berangan village and are shown with proof of identification in the form of an identity card (KTP), if a newcomer must show proof of having lived in Pematang Berangan village for 5 years, then show identity such as an identity card (KTP) and family card (KK), fill out the form and most importantly the collateral that

⁷ Bahsan, *Hukum Jaminan Dan Jaminan Kredit Perbankan Indonesia* (Raja Grafindo Persada, 2008).

will be used as collateral must be in Pematang Berangan village.⁸

From the explanation above, providing collateral is one of the requirements for applying for a loan, where the provision of collateral is stated in the credit agreement letter (SP2K) which contains the rights and obligations of the creditor and debtor who agree to the loan agreement and the provision of collateral. The credit guarantee that is approved and then accepted by the Pematang Jaya Savings and Loans Unit will include several functions, one of which is a guarantee of the return of credit funds if the debtor does not pay off the arrears. Through this, it can be considered in connection with the sale of loan collateral objects made to pay for bad debts. Another function of the credit guarantee is regarding the seriousness of the borrower to repay the loan according to what was promised and to use the money he has properly and carefully. Furthermore, based on research conducted on January 13, 2025, the community who are members of the Pematang Jaya Savings and Loans Unit have provided collateral in accordance with the provisions set.

No.	Respondents	Amount	Percentage
1	Yes, Providing Guarantee	10	100%
2	No Guarantee	-	-
	Amount	10	100%

Data source: Research Processed Data 2025

From the table above, it shows that the respondents' answers regarding the use of land, buildings and movable objects as collateral in the loan application process. As many as 10 members of the Pematang Jaya Savings and Loans Unit answered yes, they had provided collateral with a percentage (100%). This shows that members of the Savings and Loans Unit who have made loans have met the requirements in accordance with the provisions given by the management of the Pematang Jaya Savings and Loans Unit, namely by providing collateral for the loan to be applied for.⁹

Then in carrying out the lending business, the fulfillment of debtor obligations to the bank for credit distribution is often late or commonly called bad debt.¹⁰ Bad debt is a situation where customers, both individuals and companies, are unable to pay their obligations on time. There are several reasons why debtors are in arrears on funds that have been lent, as stated by Ibuk Asmarita as the head of the Pematang Jaya Village-Owned Enterprise Savings and Loans Unit, "Debtors are in arrears on funds that have been disbursed by the Pematang Jaya USP on the grounds that there are other urgent

⁸ Rusdi Hidayatullah, 'Hasil Wawancara Dengan Rusdi Hidayatullah Selaku Kepala Desa Pematang Berangan, Pada Hari Senin, Tanggal 13 Januari 2025'.

⁹ I Putu Utama Putra, I Nyoman Putu Budiarta, and I Wayan Arthanaya, 'PERLINDUNGAN HUKUM TERHADAP BUMDES SIMPAN PINJAM DALAM Jurnal Interpretasi Hukum', 2.3 (2021), pp. 629–34.

¹⁰ Nur Muhammad, 'Agunan Yang Diambil Alih : Sebuah Mekanisme Dalam Penyelesaian Kredit Macet', *JISIP (Jurnal Ilmu Sosial Dan Pendidikan)*, 5.2 (2021), doi:10.58258/jisip.v5i2.1943.

needs or are currently settling other loans outside of the loan to the Pematang Jaya Savings and Loans Unit".¹¹ This is also in accordance with the data obtained by the author based on research conducted on January 13, 2025 to BUMDesa members who experienced obstacles in paying installments or arrears.

Table 1. Responses from Members of the Pematang Jaya Savings and Loans Unit Regarding Obstacles in Loan Settlement

No.	Respondents	Amount	Percentage
1	Yes, Having Constraints	8	80%
2	No Obstacles	2	20%
Amount		10	100%

Data source: Research Processed Data 2025

From the table above, it shows that the respondents' answers about when they were debtors, they had experienced obstacles in resolving loans. As many as 8 BUMDesa members answered yes, they had obstacles with a percentage of (80%) and 2 people answered they did not have obstacles with a percentage of (20%). This shows that in resolving loans, debtors still have obstacles caused by limited funds by the debtor to make installment payments on time. This raises a problem where the agreed settlement must change and be resolved using other alternatives. In resolving savings and loans, it refers to Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution. Dispute resolution is divided into 2 ways, namely dispute resolution through the courts (litigation) and dispute resolution outside the courts. Dispute resolution through litigation is often considered the main way to resolve problems.¹² Although in the litigation process, usually the parties put themselves in opposing positions with each other. So that this litigation process takes a very long time.¹³ In addition, resolving disputes through litigation costs more, which is sometimes not commensurate with the amount of money in dispute, therefore the non-litigation route is the better route to take first.

In the settlement of savings and loans that occur in BUMDesa Pematang Jaya, it is done by following procedures outside the court or non-litigation. Where the debtor and creditor make mediation efforts mediated by the village head as a mediator. To reach an agreement that is beneficial to both parties, namely the debtor and creditor. Steps

¹¹ Asmarita, 'Hasil Wawancara Dengan Kepala Unit Simpan Pinjam Badan Usaha Milik Desa Pematang Jaya, 13 Januari 2025'.

¹² Ni Made Trisna Dewi, 'Penyelesaian Sengketa Non Litigasi Dalam Penyelesaian Sengketa Perdata', *Jurnal Analisis Hukum*, 5.1 (2022), pp. 81–89, doi:10.38043/jah.v5i1.3223.

¹³ Serena Ghean Niagara and Candra Nur Hidayat, 'PENYELESAIAN SENGKETA NON-LITIGASI DITINJAU DARI UNDANG UNDANG NOMOR 10 TAHUN 1998 TENTANG PERBANKAN DAN UNDANG UNDANG NOMOR 30 TAHUN 1999 TENTANG ARBITRASE DAN ALTERNATIF PENYELESAIAN SENGKETA', 7 (2020), pp. 75–99.

to achieve a resolution of problematic credit can be achieved through consultation, negotiation, mediation, conciliation or expert assessment. This step can be taken if the parties are based on good faith. While the settlement of the litigation path is rarely or never used because it is considered not beneficial to both the bank and the debtor because the costs are quite high, the time is long. Therefore, settlement through mediation is a rational choice in resolving problematic credit. Mediation itself is a form of dispute resolution, namely a process of negotiating problem solving where impartial third parties work together with the disputing parties to help reach a satisfactory agreement.¹⁴

In the case of bad credit, the management of the Savings and Loans Unit will send a first warning letter to provide information to the debtor that the installments on the loan made by the debtor to the Pematang Jaya Savings and Loans Unit as the debtor have matured and there are arrears that must be paid. Furthermore, if there is no response to the first warning letter, a final warning letter will be sent again, the contents of which are for the debtor to make payments on the installments that have matured and to mediate with the Pematang Jaya Savings and Loans Unit to get a clear point. This is in accordance with the statement, namely:¹⁵

"We provide a warning letter to debtors who are in arrears in paying installments and invite them to mediate to find a middle ground for the problems that arise, in addition we also send a team of collectors and set up a stake for the confiscation auction of collateral that debtors have given to the Pematang Jaya Savings and Loans Unit."

Pematang Jaya Savings and Loans Unit prioritizes deliberation or negotiation (persuasive steps) with debtors because USP believes that settlement through deliberation or negotiation is the best and safest way for both creditors and debtors to maintain communication and good relations between the Savings and Loans Unit and debtors. Thus, settlement through non-litigation channels is expected to be the best solution between debtors and creditors. The Pematang Jaya Savings and Loans Unit always tries its best to resolve problems that occur between debtors and creditors among the Pematang Jaya village community in a good way and without harming both parties in order to maintain public trust in the village government.

However, in fact, based on research conducted on January 13, 2025, to members of the Pematang Jaya Savings and Loans Unit regarding the follow-up to the solutions provided by the BUMDesa.

¹⁴ Susanti Adi Nugroho, *No Title* (KENCANA, 2019).

¹⁵ Asmarita, 'Hasil Wawancara Dengan Kepala Unit Simpan Pinjam Badan Usaha Milik Desa Pematang Jaya, 13 Januari 2025'.

Table 2. Answers from Members of the Pematang Jaya Savings and Loans Unit

No.	Respondents	Amount	Percentage
1	Yes, It Can Help	2	20%
2	Not Helpful	8	80%
	Amount	10	100%

Data source: Research Processed Data 2025

The data above shows the respondents' answers regarding the solutions provided by the BUMDesa in resolving savings and loan activities that can help the debtor. 2 USP members answered yes, they can help with a percentage (20%) and as many as 8 people answered no help with a percentage (80%). This shows that the Savings and Loan Unit in this case as the creditor cannot provide a solution that is helpful enough for people who have difficulty resolving their loans. The creditor provides a solution in the form of confiscating collateral that has been auctioned, but it turns out that the debtor expects another solution that is more beneficial to each other. Such as providing additional time to pay off their installments. The Pematang Jaya Savings and Loan Unit only provides a warning letter and sends a collection team. In the collection of problematic installments without thinking about other ways that can create good faith from the debtor so that they can pay their installments without having to be warned. In addition, the difficulty of debtors in making installment payments is also caused by their negligence in managing finances related to income and expenses. Where the debtor should be aware that the agreed savings and loan activities use collateral that can be taken over by the creditor at any time, especially if it violates the initial agreement.

Until now, there are still problems with bad debts that have not been resolved properly. If calculated at the beginning of 2025, precisely in January, the bad debt figure was at Rp. 213,000,000, - and no collateral has been confiscated as a replacement. This has caused the level of public trust in borrowing from the Pematang Jaya Savings and Loans Unit to decrease. In addition to the decreasing loan figures every year, the length of the settlement process and the lack of assertiveness of the Pematang Jaya Savings and Loans Unit and the lack of awareness of the borrower or debtor have caused the settlement of savings and loan guarantees at the Pematang Jaya Savings and Loans Unit to be less effective, it seems that it takes a long time to be resolved. As of December 2024, the funds distributed amounted to Rp. 8,538,776,000 to 1,376 beneficiaries.

The problem of bad credit seems to be a problem that always occurs from year to year at the Pematang Jaya Savings and Loans Unit. This is based on data from 2018 to 2024, the largest arrears occurred in 2021 with a total of IDR 228,302,189, - with arrears

originating from 17 debtors. While the least arrears occurred in 2018 with a total arrears of IDR 90,607,033, - originating from 10 debtors. The arrears value that has always increased from the last 7 years provides a clear picture that the current process of resolving savings and loan guarantees at the Pematang Jaya Savings and Loans Unit has not been implemented effectively and there are still problems that have not been resolved even though there was an agreement at the beginning, but in its implementation and the facts in the field that I found were still not running properly.

3.2 Factors Causing Obstructions in Settlement of Bad Debts at Pematang Jaya Savings and Loans Unit

In the settlement of savings and loan guarantees at the Pematang Jaya Savings and Loan Unit, there are certain obstacles that cause delays in the settlement process. The problem that causes delays in the settlement of savings and loans in addition to bad credit is the existence of collateral or collateral that is withdrawn by the debtor on the grounds that he wants to use the goods or objects as collateral in other loans outside the loan to the Pematang Jaya Savings and Loan Unit. Then the other loan causes delays in installment payments to the USP where this will also have an impact on the final settlement of the savings and loan guarantee which causes arrears. The number of places to apply for loans makes debtors negligent so they forget to prioritize which loans must be resolved first. With the factors that cause delays in the settlement of savings and loans, the Savings and Loan Unit, including the village head as an advisor, participates in providing temporary solutions to overcome bad debts that occur. This is in accordance with the statement, namely:

"The solution that we are currently implementing is to make direct deductions from those who receive salaries from the village. The deductions are in accordance with their ability. However, this cannot be applied in the long term while bad debts still occur".

In implementing this solution, it can reduce bad debts that occur in 2023 from Rp.247,000,000,- to Rp.200,000,000,-. However, this value rose again at the beginning of 2024 to Rp.213,000,000, - this causes the need for improvement to find a more effective solution. Therefore, the Pematang Jaya Savings and Loan Unit only issues loan funds according to the needs that are needed and felt sufficient for the debtor. Based on research conducted on January 13, 2025 to members of the Savings and Loan Unit who received loans from the USP Pematang Jaya management.

Table 3. Answers from Members of Pematang Jaya Savings Unit Regarding Fund Applications Received and Processed

No.	Respondents	Amount	Percentage
1	Yes, as needed	10	100%
2	Not as needed	-	-
Amount		10	100%

Data source: Research Processed Data 2025

From the table above shows the respondents about the funds issued by the Pematang Jaya Savings and Loan Unit according to the needs required by the debtor. Then 10 members of the Pematang Jaya Savings and Loan Unit answered yes, as needed with a percentage (100%). This shows that the management of the Savings and Loan Unit always considers and searches for each incoming loan application and determines how much funds to disburse according to the needs of the community at that time. It is not without reason that the USP must do this and only release funds according to the needs of the community. This is because there are still savings and loan activities that have not been properly resolved, causing the Pematang Jaya Savings and Loan Unit to be more careful in issuing loan funds submitted by the debtor.

However, it turns out that even though the Pematang Jaya Savings and Loan Unit has carried out various processes before accepting and providing loans to debtors. In fact, there are still debtors who neglect their obligations to pay installments every month in accordance with the initial agreement. This is what causes delays in the settlement of savings and loans at USP Pematang Jaya. In addition, there are other factors that cause arrears or bad credit, among others.

a) Internal Factors

- 1) Lack of preparation for unexpected things that can happen at any time during the installment payment process. In this case, Pematang Jaya Savings and Loan Unit as the creditor or provider of funds is considered to be less prepared for the worst possibilities that can occur at any time from the savings and loan activities that take place between the creditor and the debtor.
- 2) There is collusion between the creditor and the debtor which causes credit not to be given. There are parties who seem to force the disbursement of these loan funds. Even though it was previously agreed that the loan could not be made.
- 3) The creditor's limited knowledge of the risks that will be faced in the future. Due to the lack of experts in their fields in the management of savings and loan activities at the Pematang Jaya Savings and Loan Unit, there is a lack of understanding of the long-term risks that will be passed.
- 4) There is interference from other parties which is not their authority.

- 5) Lack of communication or weakness in conveying things directly about the causes and consequences of the savings and loan activities to debtors.
- b) External Factors
 - 1) The debtor deliberately does not make payments on time. This is due to the lack of initiative on the part of fund borrowers who can realize that they are making loans.
 - 2) Lack of self-awareness on the part of the debtor to complete the installments. This is a deliberate factor that is often encountered in the settlement of savings and loans.
 - 3) The existence of loans to other creditors which causes the debtor to make payments to other parties first.
 - 4) The uncertain financial situation of the debtor and the absence of savings that can be used. The debtor is not good at managing his finances and there are many other needs that must be met first.
 - 5) There is a disaster that causes the debtor to have difficulty making payments on installments. Such as a disaster that can damage the agreed collateral.

The occurrence of disasters that damage the place of residence and that have a direct impact on the debtor's financial condition such as job loss.

4. Conclusion

Pematang Jaya Savings and Loan Unit makes savings and loan activities one of the mainstay programs to help the community's economy and improve the welfare of the Pematang Berangan village community. With this program, many people feel helped, therefore many people apply for loans for business capital, health and school needs. In the settlement of savings and loan guarantees that occur at the Pematang Jaya Savings and Loan Unit, namely referring to Law Number 30 of 1999 concerning arbitration and alternative dispute resolution. Where in this case using mediation between the debtor and creditor in the settlement by involving the village head as the mediator. The factor that causes delays in the settlement of savings and loan guarantees at the Pematang Jaya Savings and Loan Unit is the lack of community initiative to prioritize installment payments to the Savings and Loan Unit because debtors also make loans to other parties so that installment payments with the Pematang Jaya Savings and Loan Unit are hampered and cause arrears. The arrears caused village officials who received salaries directly from the village government to cover the amount of funds in arrears for the debtors by directly deducting the salaries they received according to their respective abilities.

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