



## Credit Agreement Due To The Corona-19 Pandemic (Study of Wonosari District Court Decision Number 3/Pdt.G.S/2020)

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### ABSTRACT

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The corona pandemic as a delay in credit payments, the determination of the non-natural disaster Covid-19 as a national disaster through Presidential Decree 12/2020 does not automatically become the basis for parties in commercial agreements to declare themselves in a state of force majeure. In-depth study of case by case analysis by paying attention to the clauses in an agreement becomes the benchmark for determining the state of force majeure. As a result of parties who did not fulfill their achievements in the credit agreement during the Covid-19 period. The suspension of liability occurs when a force majeure event is temporary. When the condition of the obstacle has recovered, for example the export ban is lifted again, then the obligation of the seller returns to recover to hand over the exported goods. Agreement resulting from the corona 19 pandemic in the perspective of presidential decree no. 12 of 2020 concerning the determination of non-natural disasters (Wonosari State Court Decision Study Number 3/Pdt.G.S /2020) in agreements usually also regulates the consequences of a force majeure event, for example whether to postpone an agreement or can be used as a condition for canceling an agreement.

### 1. Introduction

The first Covid-19 was reported in Indonesia on March 2, 2020, totaling two cases. March 31, 2020 data shows that there are 1,528 confirmed cases and 136 deaths. The mortality rate for Covid-19 in Indonesia is 8.9% (eight point nine percent), this figure is the highest in Southeast Asia, namely 5.11 (five point eleven percent) as of March 30, 2020, there were 693,224 cases and 33,106 deaths throughout world. Europe and North America have been at the

epicenter of the Covid-19 pandemic, with cases and deaths already surpassing China. The United States ranks first with the most Covid-19 cases with the addition of 19,332 new cases on March 30, 2020 followed by Spain with 6,549 new cases. Italy has the highest mortality rate in the world, namely 11.3% (eleven point three percent). The first step taken by the Indonesian government was in the form of physical distancing against restrictions on a person's activities aimed at suPPressing the spread of Covid 19, thereby disrupting all community activities. The reduced activity also has an impact on economic activity. Likewise in the business world, during the Covid-19 pandemic like this it greatly disrupted the continuity of credit agreements. The existence of this condition can be used as a debtor to deny an agreement that has been agreed upon with the creditor on the grounds that the situation is forcing (*force majeure*).

The Covid-19 pandemic has also become a point of debate between business actors who are bound by the agreement. Debtors who have contractual obligations make the pandemic state an excuse to free themselves from their obligation to fulfill their achievements, there are even some business actors who make the pandemic state the reason for cancellation of existing agreements. Especially when the government issued several legal umbrellas for handling Covid-19, including Government Regulation in Lieu of Law No. 1 of 2020 concerning State Financial Policy and Financial System Stability for Handling the Corona Virus Disease 2019 (Covid-19) Pandemic and / or in the context of facing threats that endanger the national economy and / or financial system stability and Presidential Decree No. 12 of 2020 concerning the Determination of Non-Natural Disasters of the Spread of Corona Virus Disease 2019 (Covid-19) as a National Disaster.<sup>1</sup>

Presidential Decree (KePPres) Number 12 of 2020 regulates that non-natural disasters caused by the spread of Covid-19 are declared as national disasters. National disaster management due to Covid-19 is carried out by the Task Force for the Acceleration of Handling Covid-19 in accordance with Presidential Decree Number 7 of 2020 concerning the Task Force for the Acceleration of Handling Covid-19 as amended by Presidential Decree No.9 of 2020 concerning Amendments to Presidential Decree Number 7 of the Year 2020 concerning the Task Force for the Acceleration of Handling Covid19 through a synergy between ministries / agencies and local governments. Governors, regents / mayors are given the mandate as Chairperson of Clusters in the regions and in establishing policies in their respective regions, they must

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<sup>1</sup> Dona Budi Kharismai. (2020). Pandemi Covid-19 Apakah Force Majeure?. Jurnal Media Pembinaan Hukum Nasional. 1 (1). PP. 1.

pay attention to policies from the Central Government. Presidential Decree No. 12tahun2020 takes effect on 13 April 2020.<sup>2</sup>

The determination of the status of a national disaster has consequences on the responsibility of the Central Government and Regional Governments. The central government is responsible for, among other things, reducing disaster risk, protecting the community from the impact of disasters, ensuring the fulfillment of the rights of people affected by disasters in a fair manner and in accordance with minimum service standards, budget allocation for disaster management from the State Budget (APBN), budget allocation for management in a ready form. use, and maintain authentic archives / documents. Regions are also responsible for allocating the Regional Budget (APBD) for disaster management.<sup>3</sup> Legal problems arising from the Covid-19 pandemic. For example, in the business agreement sector, Covid-19 is a force majeure reason for not carrying out the agreement. Or, as a result of the conditions that occurred, namely, business activities globally also received a huge impact due to the outbreak of Covid-19.<sup>4</sup> Several policies taken by the government can have an impact on disrupted business relationships and even have legal implications, it is estimated that many businesses cannot carry out the agreement properly, in other words due to the existence of Covid-19 this has resulted in postponement of the implementation of agreements in various business fields, such as banking, implementation of agreements. construction and other agreements. Another condition is failure to comply with an agreement or known as default, can be justified by law if the party can prove that there is an obstacle that cannot be avoided or it is called "force majeure".<sup>5</sup>

The spread of Covid-19 has worsened human health, undeniably affected the business transaction sector, weakened the economy, and even almost stoPPed. This condition also results in hampering the performance of an agreement, because the business does not run smoothly. This pandemic phenomenon has caused the implementation of an achievement by the parties to the agreement to be hampered or even impossible to implement at all. In the context of civil law, agreements must be obeyed by the parties and become laws for the parties who make them.

As in decision Number 3 / Pdt.G.S / 2020 / PN Wno, this case began when the Plaintiff and Defendant agreed to make and sign a credit agreement with the Credit Agreement Number No. 0814 / KA / IV / 2018. And legalized by Notary Aris Wicaksono, SH., M.Kn with number: 449 / L / IV / 2018 dated April 12, 2018. The Defendants have received a loan facility from the Plaintiff

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<sup>2</sup> Putu Bagus Tutuan Aris Kaya. (2020). Kajian Force Majeure Terkait Pemenuhan Prestasi Perjanjian Komersial Pasca Penetapan Covid-19 Sebagai Bencana Nasional. Jurnal Kertha Semaya. 8 (6) PP. 892-893.

<sup>3</sup> Muhammad Yasin, hukumonline.com 11/01/2021, 11.09 Wib.

<sup>4</sup> <https://dmagz.id/tokoh/pendapat-dari-segi-hukum-legal-opinion-terkait-dengan-akibat-pandemi-covid-19-terhadap-perjanjian/diakses> tanggal 11 September 2020.

<sup>5</sup> *Ibid.*,

in the amount of Rp. 320,000,000 (Three Hundred Twenty Million Rupiah). The terms agreed in the agreement between the Plaintiffs and the Defendants, namely the value / amount of the loan / credit facility of Rp. 320,000,000 (Three Hundred Twenty Million Rupiah). The loan is given for a period of 60 (sixty) months, starting from 12 April 2018 to 12 April 2023. The total monthly installments of principal and interest are IDR 8,853,400 (Eight Million Eight Hundred Fifty Three Thousand Four Hundred Rupiah) until the end of the agreement. The installments are paid before or at the latest on the 12th (twelfth) of each month until the end of the agreement. A penalty for late installments of 0.3% (zero point three percent) per day until the time of settlement is calculated from the debit balance, less the interest obligation that has not been paid (Article 11). Guarantee submitted by the debtor to the creditor (Article 6) and clauses debtor default (Article 8). Another case of the financing agreement between the Plaintiff and the Defendant in accordance with the terms and conditions, which was agreed upon in this financing is 1 (one) unit of Toyota Cabalyab 40 EM / T.01 by way of credit.

## 2. Method

A study cannot be said to be research if it does not have a research method because the purpose of research is to reveal a truth systematically, methodological and consistent.<sup>6</sup> A study cannot be said to be research if it does not have a research method because the purpose of research is to reveal a truth in a systematic, methodological and consistent manner.<sup>7</sup> This research belongs to the type of normative legal research.<sup>8</sup> This type of research was chosen because the study in this research is a study of legal science, therefore it must be studied from the legal aspect. so that according to the type and nature In this research, the data sources used are secondary data consisting of primary legal materials and secondary legal materials consisting of books, scientific journals, scientific works, and articles that can provide explanation of the primary law of material.<sup>9</sup> This study uses a statutory approach and uses data analysis in the form of qualitative analysis. Normative legal research is research on library materials (secondary data) that are relevant to the problem to be analyzed, both in the form of primary legal materials,

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<sup>6</sup> Taufik Hidayat Lubis, Ismail Koto, (2020). Diskursus Kebenaran Berita Berdasarkan Undang-Undang Nomor 40 Tahun 1999 Tentang Pers Dan Kode Etik Jurnalistik DE LEGA LATA: Jurnal Ilmu Hukm Volume 5 Nomor 2 PP. 234

<sup>7</sup> Erwin Asmadi dk. (2021). Efektivitas Pemanfaatan Teknologi Informasi Dalam Persidangan Perkara Pidana Selama Pandemi Covid-19. DE LEGA LATA: Jurnal Ilmu Hukum Volume 6 Nomor 2 PP. 468

<sup>8</sup> Ahmad Fauzi & Ismail Koto. (2021). Tanggung Jawab Pelaku Usaha terhadap Konsumen Terkait dengan Produk Cacat. Journal of Education, Humaniora and Social Sciences (JEHSS) ISSN2622-3740 (Online) Vol 4, No. 3. PP. 1495

<sup>9</sup> Ismail Koto, Erwin Asmadi. (2021). Pertanggungjawaban Hukum Terhadap Tindakan Malpraktik Tenaga Medis di Rumah Sakit. Vol. 4 No. 2 PP.184

secondary legal materials, and tertiary legal materials.<sup>10</sup>

### 3. Result & Analysis

#### 3.1 Corona Pandemic as a Delay in Credit Payments

Failure to fulfill contractual obligations or in default does not apply if the party who fails to meet the performance can prove that there is an obstacle that cannot be avoided, such as a natural disaster. Covid-19 is a global pandemic causing many business actors not to carry out their obligations. He made the incident an excuse as a force majeure not to carry out the agreement. Even so, using the Covid-19 excuse to claim a force majeure without government policies is difficult to implement.

The presence of Presidential Decree No. 12/2020, which is used as the basis for canceling civil contracts, in this case a business contract or agreement, is a mistake. According to him, in the agreement law, there are provisions regarding force majeure that can be used as an excuse to cancel the contract. However, this speculation is wrong. Besides that, it has also caused unrest, not only in the business world but also for the government. He also emphasized that the status of Covid-19 as a non-natural disaster cannot be directly used as a reason for cancellation of contracts due to force majeure or coercive circumstances. Certain debtors, both individuals and corporations, must present their personal limitations and constraints in fulfilling their obligations as a result of the Covid-19 PSBB situation. Whereas for debtors who have regular and regular income or are in a capable condition, the PSBB Covid-19 condition cannot be categorized as having force majeure for them.

The allowance of up to 1 (one) year refers to the restructuring period as stipulated in POJK Stimulus. The installment concession referred to is more aimed at small debtors. informal sector, micro business, daily income workers who have a credit payment obligation to run their productive business. For example, an informal worker who has a certain type of home ownership bill or a simple home program, a food stall entrepreneur who is forced to close because of the work from home policy. Relaxation with postponement of principal payments of up to 1 (one) year can be given to priority debtors. Within the 1 year period, the debtor can be given a postponement / scheduling of principal and / or interest for a certain period of time in accordance with the agreement or bank / leasing assessment, for example 3, 6, 9, or 12 months. The postponement period policy given is closely related to the impact of Covid-19 on debtors, including the period of business recovery and progress in handling / reducing the Covid-19 outbreak.

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<sup>10</sup> Soerjono Soekanto dan Sri Mamudji. (2003). *Penelitian Hukum Normatif, Suatu Tinjauan Singkat*. Cetakan Keenam. (PP. 14). Jakarta: RadaGrafindo Persada.

Regarding the huge impact of Covid-19 that has been felt in various lines of life, especially in the economic sector. Likewise, the Financial Services Authority (OJK) by issuing the Financial Services Authority Regulation No. 11 / POJK.03/2020 Concerning National Economic Stimulus as a Counter-cyclical Policy on the Impact of Corona Virus Disease 2019 (POJK 11/2020). This policy appears to address many complaints about difficulties in accessing credit or providing financing for online taxi drivers, online motorcycle taxis, taxi drivers, MSME entrepreneurs and temporary workers and victims of layoffs through credit relaxation.

Covid-19 that has hit the economy, especially in the business world, is used as an excuse by business actors not to fulfill their achievements or obligations because of events that are beyond their capabilities. This resulted in many business contracts being automatically changed and even canceled. The current spread of Covid-19 has generated public speculation, especially business people who consider the Presidential Decree Number 12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona Virus Disease 2019 (Covid-19) as the legal basis for force majeure. The reason for a force majeure in an agreement, in this case a business contract that occurred during the Covid-19 period.

OJK's authority is not only to supervise the banking sector but also to supervise other financial services sector companies ". then followed up on the government's appeal by issuing a Countercyclical policy. The Impact of the Spread of Covid-19 for financing companies. Thus, it can be said that there is relaxation or relaxation for consumers affected by COVID-19. In addition, "OJK functions to organize a system of regulating and supervising all activities in the financial services sector, both in banking sector institutions, which are integrated into the capital market. non-bank financial services sector such as financing".<sup>11</sup>

OJK Regulation No. 111 / POJKE.103 / 2020 "regarding the Financial Services Regulatory Authority on the Economy of National Stimulus as a Policy for the Countercyclical Impact of the Spread of Corona Virus Disease 2019, which debtors, including MSMEs, receive special treatment to meet difficulties for business obligations because the affected debtor is Covid- 19 deployments. The implementation of policies to support economic growth stimuli for certain borrowers is valid until March 31, 2021. Based on POJK No. 11 / POJK.03 / 2020, debtors can request renegotiation from creditors by requesting a postponement or postponement. Thus the coercive state does not abolish the obligation, but only in the framework of postponing it until the coercive state ceases to exist. The government is trying to provide relief in the form of delaying credit installment payments for six months. This relief refers to

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<sup>11</sup> Putra, I.W., Dharmakusuma, A.A., & Kasih, D.P. (2018). Peranan Otoritas Jasa Keuangan Dalam Mengawasi Lembaga Keuangan Non Bank Berkaitan Dengan Sektor Asuransi Di Bali. Kertha Semaya. 6 (3). PP. 30.

Government Regulation in Lieu of Law (PerPPu) number 1 of 2020 concerning State Finances and Financial System Stability for Handling the Covid-19 Pandemic. The government program by imposing relief in the form of postponement of installment payments greatly helps the community's economy and legal certainty for debtors and creditors as well as the business world in general.

The Covid-19 pandemic has a major impact on all sectors of people's lives. Apart from its impact on the health sector, the economic sector is one of the most affected by this pandemic. In an effort to curb the spread of Covid-19, the government created a Large-Scale Social Restriction policy. During this policy, almost all community activities stopped and as a result had a major impact on economic performance. Chairman of the Covid-19 Handling Team and National Economic Recovery, Airlangga Hartarto explained that there was a contraction in the Indonesian economy and growth decreased by 5.32 percent. Bank Indonesia predicts that Indonesia's economic growth this year will be depressed at the level of 2.1 percent, while under normal conditions it will be able to grow to reach 5.02 percent.

### **3.2. As a result of parties who do not fulfill their achievements in the credit agreement during the Covid-19 period**

The Covid-19 pandemic has caused people to limit their social activities and even limit their economic activities because economic activities that require physical interaction between humans pose a risk of Covid-19 transmission. This situation causes economic activity to decrease apart from being caused by the PSBB regulations and the government's recommendation to carry out activities as much as possible without physical interaction between humans (physical distancing). Due to reduced economic activity, the economic capacity of the community is also reduced, which causes people to be very selective in prioritizing their consumption. Only the basic needs of food are the priority for public consumption and this is also in accordance with the government's recommendation not to carry out activities outside the place of residence or that have physical interaction between humans if it is deemed not urgent. The basic need for food is the most important and basic need because it is a necessity for sustaining life.

Article 1245 of the Civil Code reads: "It is not necessary to replace costs, losses and interest, if due to an overmacht or due to an accidental situation, the debtor is unable to provide or do something that is required, or because of the same things he has committed the same act. forbidden. "In theory, force majeure can be divided into 2, namely absolute and relative. Force majeure absolute is a condition in which it is impossible for a debtor to perform an achievement at all. Meanwhile, relative force majeure is a condition in which it is possible for a debtor to make achievements but at a great cost. To protect the interests of the parties and ensure the debtor to continue to fulfill his

contractual obligations, contract negotiations are important to do. The parties can rearrange what are the things to protect the interests of the parties in responding to Covid-19. Of course, by still heeding the principle of consensualism, the principle of freedom of contract, the principle of good faith and the principle of proportionality in contract renegotiation, it will give birth to new contracts as an effort as well as the best middle way for the parties.

In this matter, the government in making new policies in dealing with the Covid-19 outbreak is expected to provide clearer regulations and to consider the capacity of banks. It is also hoped that the debtor will not take advantage of the situation by not paying the installments which have become his obligation to the banking sector. Debtors must also have the awareness to pay the installments that have become their obligations if they are deemed capable and do not experience difficulties in fulfilling their obligations to the Bank or other financial institutions. Because in fact the Covid-19 outbreak has had a direct and indirect impact on all sectors of the economy. Fulfillment of achievements can be interpreted as an obligation to fulfill achievements accompanied by responsibility. If you look at Article 1234 of the Civil Code, it states that: Every engagement is to give something, to do something, or not to do something. The provisions of Article 1234 of the Civil Code can be concluded that achievement is something that can be demanded. Policies related to the engagement during the Covid-19 pandemic are returned to the parties who made the engagement.

During the Covid-19 pandemic the government issued Presidential Decree No. 12 of 2020 concerning Determination of Disaster in the Spread of Corona Virus Disease 2019 (Covid-19) as a National Disaster. The policy was issued to regulate the situation in the country to remain conducive. The impact of the Covid-19 pandemic is very broad and touches on several important sectors in the country, one of which is the economic sector. When the Covid-19 pandemic occurred, the wheels of the economy were hampered. The community cannot carry out activities outside the home freely. Many companies have laid off their employees, of course many companies have canceled contracts against other parties. This is very unsettling for business people, because the government issued a policy of the Covid-19 pandemic as a national disaster, which means the country is in a state of force majeure.<sup>12</sup>

For business actors who have debt, running a business during the Covid-19 pandemic by bearing losses causes the business actor's debtor assets to decrease. Because based on Article 1131 of the Civil Code, the debtor's assets are collateral to settle debtor's debts, then continuing business activities by bearing losses creates issues that can be held accountable by creditors in implementing credit agreements that the business actor does not protect himself so as to avoid more losses that cause assets. the business actor is

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<sup>12</sup> Riza Fibriani. (2020). Kebijakan Hukum Pembatalan Kontrak Dalam Keadaan Force Majeure Pandemi Covid-19 Di Indonesia. 10 (2). PP. 212.



reduced. The term "already knows that there will be losses but these activities are still carried out and continued", so that the debtor is considered not carrying out the credit agreement in good faith. To explain this issue the debtor can explain that his actions are based on fiduciary duty and business judgment rule, namely for the benefit of the debtor company and based on rational business calculations.

This government appeal was followed by the issuance of a number of legal umbrellas including Government Regulation Number 21 of 2020 concerning Large-Scale Social Restrictions in the Context of Accelerating Handling of Corona Virus Disease 2019 (Covid-19), Presidential Decree Number 11 of 2020 concerning Determination of Public Health Emergencies for Corona Virus Disease 2019 (Covid-19), Regulation of the Minister of Health of the Republic of Indonesia Number 9 of 2020 concerning Guidelines for Large-Scale Social Restrictions in the Context of Accelerating Handling of Corona Virus Disease 2019 (Covid-19). Finally, through Presidential Decree Number 12 of 2020 concerning the Designation of Non-Natural Disaster for the Spread of Corona Virus Disease 2019 (Covid-19) as a National Disaster.<sup>13</sup>

### **3.3. Position of Credit Agreement Due to Corona Covid-19 Pandemic (Study of Wonosari District Court Decision No.3 / Pdt.G.S / 2020)**

The Covid-19 pandemic has had such a huge effect on the Indonesian economy, including in terms of credit or financing to banking and non-banking financial institutions. The Covid-19 pandemic is an unexpected thing, so debtors cannot be held accountable for their inability to fulfill the achievements caused by the Covid-19 pandemic. In the case of the Covid-19 pandemic which prevents debtors from fulfilling achievements, this is of course a casuistic nature and requires a comprehensive approach in assessing it, because not all debtors in a pandemic state like now experience obstacles in fulfilling achievements. For example, in a banking credit agreement, a debtor who has a business in the tourism sector will certainly be prevented from fulfilling his achievements because his business cannot run in the pandemic era, another thing with a debtor who is engaged in the medical device business, which during this pandemic period is actually growing due to increasing market demand.

This case started when the Plaintiff with Defendant I and Defendant II agreed to make and sign a credit agreement with Number No. 0814 / KA / IV / 2018 and has been legalized by Notary Aris Wicaksono with number: 449 / L / IV / 2018 dated April 12, 2018. Defendant I and Defendant II have received a loan facility from the Plaintiff of Rp. 320,000,000 (three hundred and twenty million

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<sup>13</sup> Peni Jati Setyowat. (2021). *Akibat Hukum Pandemi Covid-19 sebagai Bencana Alam Non Medis dalam Menetapkan Force Majeure di Indonesia*. Fakultas Hukum Universitas Muhammadiyah Purwokerto. 21 (1). PP. 3.

rupiah). The terms agreed in the credit agreement between Plaintiff and Defendant I and Defendant II, among others, are the amount of a loan / credit facility of Rp. 320,000,000 (three hundred and twenty million rupiah). The loan is given for a period of 60 (sixty) months, starting from April 12, 2018 to April 12, 2023.

As of March 12, 2019, Defendant I and Defendant II have defaulted / broken their promises to the Plaintiff because they did not fulfill the terms of the credit agreement that had been agreed. Principal: Rp. 261,458,004 Interest: Rp. 47,221,331 Fines: Rp. 63,540,168 plus Total Liabilities of Rp. 372,219,503 7. Whereas due to the default of Defendant I and Defendant II becoming non-performing loans, the Plaintiff suffered a loss which affected the Plaintiff's income in carrying out banking operations. With the default made by the defendant, it resulted in losses to the plaintiff, namely the plaintiff must establish a reserve for earning assets (PPAP), where the PPAP reduces the profit of the company in addition to not paying loan interest.

Consideration of the Judge, Considering that between the Plaintiffs and the Defendants have been bound by a Credit Agreement Civil No. 0814 / KA / IV / 2018 dated April 12, 2018, in which both parties are obliged to fulfill their respective obligations. transfer of an amount of money with respect to the installment obligations made by the Defendants, but in proving the letter does not prove that the Defendant has paid the predetermined obligations as in the period of the agreement, in this case the Defendants have performed their achievements, but only partially and part of it was carried out too late, with partially performing achievements and partially carried out too late, this was also in a state of default, related to the denials of the Defendants stating that the Defendants who did not register received Civil Warrants from the Defendant could not be represented. being negligent in implementing the Credit Agreement Number. 0814 / KA / IV / 2018. Therefore, the Defendants who have never received the agreement letters from the Defendant cannot be declared negligent in the implementation of the credit agreement Number. 0814 / KA / IV / 2018 because a claim for default of an Agreement can only be made if the debtor has been given a warning that he has neglected his obligations. On the rebuttal, the Defendants cannot prove their arguments, but the rebuttal is refuted from the evidence presented by the Plaintiff.

Considering, that in relation to the health condition and the state of the epidemic experienced globally, it is not a legal reason to make changes to an agreement or agreement that has been agreed upon, but it returns to the wishes of the Parties to make changes to an agreement that has been agreed upon, with POJK No. 11 /POJK.03/2020 Regarding National Economic Stimulus as a Countercyclical Policy The impact of the Coronavirus Disease 2019 Spread is an aPPeal that has the character of being able to take policies, this norm is not imperative (compelling), so it cannot also force the Plaintiff to obey these provisions, because the covid -19 outbreak is an epidemic that is experienced globally, so that economic problems are faced at every level.

As a result of default, the creditor may demand reimbursement of costs, losses and interest (vide. Article 1243 of the Civil Code), in this case the agreement is defined that what is meant by the cost itself is expenses or costs that have been clearly / expressly incurred by the party. , loss can be defined as loss due to damage / loss of goods and / or property belonging to one party caused by the negligence of the other party (vide. Article 1246 of the Civil Code).

Decision analysis, an agreement according to Article 1313 of the Civil Code is an act in which one person / more binds himself to one person / more. From this incident arose a legal consequence between two / more people called an agreement in which the rights and obligations of each party in the agreement must be valid, namely having fulfilled the legal requirements of the agreement as in Article 1320 of the Civil Code, which is that the agreement in the agreement is made based on the principle of freedom of contract / freedom. of contract. An agreement made by the parties that fulfills the validity of the agreement, basically can be canceled by the parties, if in the implementation of the agreement it causes the parties to suffer losses, both the party bound in the agreement and the third party outside the agreement. can be canceled either when the achievement has not been made, or after the achievement has been made.

After signing the agreement, each party has rights and obligations. The obligation that must be fulfilled by the debtor is the payment of credit installments that have been agreed upon, provided that if it is not carried out by the debtor, the creditor has the right to give a warning or sanction that has been stated in the contents of the agreement, such as the withdrawal of assets or payment of fines according to how long it does not take. pay credit that should be paid to creditors. Because what the debtor should do if he is unable to pay is to ask for permission to request that he cannot pay at any time of the month. So that the creditor knows that there are obstacles such as the current Covid-19 problem. Because it is stated that there must be tolerance for creditors against creditors issued by the government.

The Covid-19 pandemic has a major impact on all sectors of people's lives. Apart from its impact on the health sector, the economic sector is one of the most affected by this pandemic. In an effort to curb the spread of Covid-19, the government created a Large-Scale Social Restriction policy. As long as the policy lasted, almost all community activities stoPPed and the consequence had a major impact on economic performance. The Defendant was declared in default, the legal consequence of the default was the cancellation of the agreement, and the Defendants also did not request to extend the time to fulfill their achievements, and also because of this. The judge viewed that the Defendants were unable to complete their achievements, hence the credit agreement No. 0814 / KA / IV / 2018 which was made between the Plaintiff and Defendant I and Defendant II deserves to be canceled, on this consideration it is aPPropriate under the law for the fourth petitem of the Plaintiff's lawsuit to be granted. The Judge is of the opinion that justifying the

Plaintiff's reason, that the Defendant has stopped making payments since the installment the 30th due on January 25, 2020 to the Plaintiff, not because of Covid-19, because in January 2020 in Indonesia the judge's decision had not been disturbed by the Covid-19 decision in accordance with what had been agreed in the credit agreement.

#### **4. Conclusion**

A suspension of liability occurs when a force majeure event is temporary. If the constraint conditions have recovered, this new debt agreement is needed to save the debtor from dependence on creditors and of course the time limit or grace period so that he does not make new agreements again, is given leeway in the recovery period due to the Covid-19 pandemic. The agreement due to the corona pandemic 19 in the perspective of Presidential Regulation Number 12 of 2020 concerning Determination of Non-Natural Disasters (Study of Wonosari District Court Decision Number 3/Pdt.G.S/2020) in the agreement usually also regulates the consequences of a force majeure event, for example whether to postpone an event. agreement or can be used as a condition for the cancellation of an agreement.

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The government is expected to firmly provide certainty to the Bank that the policy must be implemented, and provide clear, detailed and simplifying requirements for debtors if it is necessary to allow leniency in the payment of credit installments. For the Government, that the impact of Covid-2019 as it is known has a significant impact on the economy in Indonesia, both for business actors, private employees, and other people who do not have regular income. Therefore, legal protection for the community is needed in various fields in the economic sector

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