

## **Juridical Review Of Power Of Attorney For Implementing Liability Rights (Skmht) As A Media For Binding Guarantee In The Credit Take Over Process In Banking Companies**

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### **ABSTRACT**

with the aim of producing library materials and an overview of the validity period of the SKMHT and the Legal Consequences of the issuance of the Power of Attorney to impose Mortgage Rights (SKMHT) in the Take Over process. By using the type of normative legal research and sociological or empirical legal research.

**Keywords: Juridical Review, Power of Attorney, Imposing Mortgage, Take Over Credit.**

### **preliminary**

The development of the banking world, especially in the aspect of lending in the small and micro banking segment, is very competitive. Currently, all are competing to serve credit in the small and micro segment, because it is considered that the small and micro banking segment is very profitable, so that is what makes the competition for prospective customers ( debtors) both those who have never been customers of a bank, or prospective debtors who are currently still customers at other banks, the cause is the relatively stagnant development of the target market, on the other hand the development of financial institutions both banking and non-banking is very fast, Therefore, it is unavoidable that there will be a process of taking over customers from one bank to another. Therefore, several banking institutions operating in the micro segment are currently making internal regulations and credit policies which essentially prevent customers with good historical loans from leaving/ repay the loan facility, so that it is also not uncommon to be an obstacle in the take over credit process at a bank, especially for secure loan credit facilities (credit facilities with loans), where someone who is currently a secure loan credit customer from bank A, he want to move to become a secure loan credit customer at bank B by way of bank B paying off the credit facility at bank A, because bank B will take over the

collateral in bank A, it means that when bank B disburses the credit facility by paying off the existing credit at bank A, the collateral to be pledged is still in the bond of loading at bank A, while bank B has made the same binding guarantee through a Power of Attorney to Charge Mortgage.

The type of research used in this research is normative legal research. Normative research is used to find the law for a case in concreto, which is an attempt to find out whether the law is suitable to be applied and used to resolve a case. Therefore, the type of research carried out in this study is normative regarding the legal consequences that arise with the issuance of a Power of Attorney to impose Mortgage which is not and or becomes a Deed of Granting Mortgage.

### **Legal Consequences for Issuance of Power of Attorney to Imposing Mortgage Rights (SKMHT) which was continued as a Deed of Granting Mortgage Rights (APHT)**

If the Power of Attorney for Imposing Mortgage (SKMHT) is continued to be used as a Deed of Granting Mortgage (APHT), then the functions and legal consequences arising only apply until the issuance of the Deed of Granting Mortgage (APHT), then the legal consequences that occur will turn into consequences. insurance law, where the legal consequences are caused by the issuance of the Deed of Granting Mortgage Rights (APHT). The legal consequences that occur due to the binding of collateral with the Deed of Granting Mortgage (APHT) are, among others, as stated in Law number 4 of 1996 concerning Mortgage.

or Power of Attorney to impose Mortgage exists because the loan facility is at a certain ceiling where according to the Bank's internal rules the binding of collateral does not need to be charged with Mortgage, so that as a medium for binding the collateral it is carried out through a Power of Attorney for Imposing Mortgage, it is based on article 15 paragraph (5) The Mortgage Law which states: "The provisions as referred to in paragraphs (3) and (4) do not apply in the event that a Power of Attorney to impose Mortgage is granted to guarantee certain credits stipulated in the applicable laws and regulations." Where according to article 15 paragraph (5) above,

that the enactment of the Power of Attorney to impose Mortgage is to adjust the credit period (tenor) given by the creditor (Bank) to the debtor.

## Conclusion

The period of 1 (one) month, this SKMHT is for registered guarantees, this SKMHT is needed because at the time of granting the guarantee credit in the transfer process or the guarantee is still in another bank due to the granting of credit with a Take Over process. months, this SKMHT is for collateral that has not been registered (certificate process). The time period is according to the credit tenor provided by the bank. This SKMHT applies to certain credit ceilings according to the bank's internal rules. Regarding the legal consequences of the issuance of the Power of Attorney to impose Mortgage Rights (SKMHT) cannot be separated from the type of validity period of SKMHT, because if SKMHT will become a Deed of Granting Mortgage (APHT) then the legal consequences are the nature and provisions attached to APHT including the executorial nature. If the SKMHT is valid for the credit period,

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