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RESTRUCTURING OF BANKING CREDIT AS A SAFETY EFFORTS TO IMPROVE CREDITS THAT ARE MADE IN NOTARY

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Abstract:

The method used in this study is a normative juridical approach supported by empirical jurisdiction, because in addition to using secondary data as a reference, the authors also conducted research on primary data in the field as a reference in finding answers. The results of this study finally provide the answer that the implementation of debtor loan restructuring in a bank as an effort to avoid the occurrence of bad credit at the Bank can be achieved by reducing loan interest rates, extending credit / rescheduling period, reducing loan interest arrears, reducing loan principal arrears, the adition of credit facilities, conversion of credit into temporary capital participation, postponement of payment of the credit period (grace period) and combination of credit. In adition, the Notary's authority in the implementation of debtor loan restructuring as an effort to save bad credit is to make an act authentic deed which is the basis of legitimate rights as the legal basis for the transfer of a guarantee belonging to the debtor to the bank legally.

Keywords: Restructuring, Credit, Banking, Bad Credit and Notary

1.INTRODUCTION

The development of social life has increased the intensity and complexity of legal relations which must receive protection and certainty based on evidence that clearly determines the rights and obligations of each legal subject. Legal administration activities are needed to realize the protection, certainty and order of the law. This is also intended to avoid the possibility of a flawed legal relationship and detrimental to legal subjects and society.

The position of notary was born because people needed it since the days of ancient Rome, the era of Latin notary in North Italy, then developed in France, the Netherlands and finally in Indonesia. This position is not a position that is deliberately created and then socialized to the public. It is against this background that the notary is appointed as a public official in charge of serving the community. Notaries are appointed and dismissed by the State represented by the Government through the Minister of Law and Human Rights (Menkumham) of the Republic of Indonesia who is in charge of notary affairs.

At the beginning of the birth of the notary office, it was clear that the essence of being a public official (private notary) was given the authority by the general power to serve the public's need for authentic evidence that provides certainty for civil law relations. Notaries prepare, create and authenticate (ratify) legal documents or regulate the rights and obligations of the parties. So as long as authentic evidence is still needed by the state legal system, the position of a notary will still need its existence in the community. Deeds made before a notary are authentic evidence, the most perfect evidence with all its consequences.

This means that if someone submits an authentic deed to the judge as evidence, the judge must accept and consider what is written in the deed an event that has actually occurred, and the judge may not order additional evidences.

Every credit channeling has the risk of congestion, so Bank officials and officers must uphold the principle of prudence. Before credit becomes bad, the Bank needs to make a rescue so that it will not cause a loss. One of the safeguards against bad credit or non-performing credit that can be done is credit restructuring, which is the Bank's action against debtors.

Restructuring according to Bank Indonesia Regulation Number 7 of 2005 Article 1 number 23 is an effort to make improvements made by banks in lending activities for debtors experiencing difficulties in fulfilling their obligations. Credit restructuring is generally aimed at saving non-performing loans (substandard credit, doubtful credit and bad credit).

Bad credit can be caused by internal or external factors. Internal factors that cause bad credit are expansive credit policies, irregularities in the implementation of editing procedures, bad faith from owners, managers or bank

employees, and weak bad credit information systems. Meanwhile, the external factors causing bad credit are the failure of the debtor's business, the utilization of an unfair banking competition climate by the debtor, as well as the decline in economic activity and high credit interest rates.

The experiences of banks due to the recent bad credit have spurred the banking sector to be more careful in regulating the allocation of credit funds. Credit plans are prepared more carefully, the analysis of credit applications is more focused and credit security is encouraged, in addition to improving the customer development system.

In some cases, there are banks that make agreements under hand, others prefer to make notarial / authentic deeds. This is because banks as financial institutions want to have strong evidence because if something goes wrong, such as bad credit, the public money that is deposited in the bank can be returned. Even though the law of engagement is known as the principle of freedom of contract, including the freedom to make an act, it turns out that just like in an agreement, the freedom of a person in making deeds is also limited by the legislators. (Kohar, 1983). The role of a notary in this case is needed because it has the authority to take administrative legal actions. The notary will write down the results of the agreement between the creditor and the debtor in the deed of credit rescue (restructuring) so that the debtor can pay the bill to the creditor.

The credit agreement must be made with due regard to all legal aspects of the agreement and the legal terms of an agreement. If the credit agreement made is proven that it does not comply with the legal principles of the agreement / engagement, and does not fulfill the legal requirements of an agreement, the credit agreement "can be canceled and / or declared" null and void ".

Starting from the background of the problem, the writer formulates the following problems in thesis writing:

1. How is the implementation of debtor credit restructuring in a bank?
2. What is the authority of the notary in implementing debtor credit restructuring as an effort to save bad debts?

2.FRAMEWORK

Along with the development of society in general, legal regulations have also developed. The continuity of the development of legal science besides depending on methodology, research activities and social imagination is also determined by theory.

In research, theory is needed as material to describe the problems being studied. The theoretical framework is a legal theory that will be used as the basis for research that has been developed by legal experts in various studies. Fred N. Kerlinger explains that in essence theory is a set of concepts, limitations and propositions that present a systematic view of phenomena by detailing the relationships between variables in order to explain and predict the phenomenon.

The explanation is done by pointing out in detail the certain variables which are related to certain other variables. A legal research must pay attention to the scope, analysis and legal approaches related to legal theory, because legal theory is a whole statement that is interrelated, with respect to the conceptual system of legal rules and legal decisions, and the system is for the most part positivated.

The theoretical foundations used in this research include:

1. Authority Theory

In juridical terms, authority is the ability given by laws and regulations to cause consequences because of law. Meanwhile, authority is formal power that comes from powers given by law or legislative from executive or administrative power. Within the authority there are powers (rechtsbe voegdheden). Authority is the scope of public legal action, the scope of governmental authority, not only includes the authority to make government decisions (bestuur), but includes authority in the context of carrying out duties and granting authority and distribution of authority primarily stipulated in statutory regulations.

Authority is often equated with the term authority. According to Soedjono Soekanto (1982), the difference between authority and authority is that any ability to influence other parties can be called authority, while authority is the power that resides in a person or group of people who have support or get recognition from the community.

Authority theory relates to the source of authority from the government in carrying out legal actions in relation to public and private law. The basic component of law is that the legal basis of authority must always be designated and the law implies a standard of authority, namely a general standard (all types of authority) and a special standard (for certain types of authority).

Authority must be based on existing legal provisions, so that this authority is a legitimate authority. Thus, officials in issuing decisions are supported by this source of authority.

In Article 15 point 1 of the Law on the Position of Notary, which states that Notaries are Public Officials who are authorized to make authentic deeds and other powers contained in Article 15 paragraph 2 and 3 of the Law on the Position of Notary Public and to serve the public. The provision of credit from banks to debtors, apart from having to be based on an element of trust, must also be based on the existence of a written credit agreement and generally bound by a notary deed so that legal certainty is guaranteed. Banking Law Number 10 of 1998, Article 8 paragraph 2 clearly and expressly requires Banks to enter into written credit agreements with their customers.

2. Dispute Resolution Theory

Dispute is a translation from English, namely dispute or lawsuit or conflict or legal action. Richard L. Abel interpreted A dispute is a public statement regarding inconsistent claims against something of value.

In the context of contract law, the definition of a dispute is a dispute that occurs between parties who agree and there is a violation of the agreement that has been stated in a contract, either in part or in whole. In other words, there has been a default by the parties or one of the parties. Default can occur if the debtor:

1. If it does not meet the achievement at all
2. Not cash fulfills the achievement
3. Too late to meet achievements
4. False achievement.

The theory of dispute resolution is a theory that studies and analyzes the category or classification of disputes or classifications of disputes or conflicts that arise in society, the factors that cause disputes and the methods or strategies used to end the dispute. This theory was developed and put forward by Ralf Dahrendorf, Dean G. Pruitt, Jeffrey Z. Rubin, Simon Fisher, Laura Nader, and Harrt F. Todd Jr. The scope of dispute resolution theory includes the types of disputes, factors that cause disputes to arise, and strategies in dispute resolution.

Dispute resolution can be done through a court known in procedural law. Dispute settlement through court (litigation) is a pattern of dispute resolution that occurs between the disputing parties where the dispute resolution is resolved by the court. The verdict is binding. The settlement of disputes can be settled outside the court, namely through negotiation, mediation, conciliation and arbitration.

Settlement of business disputes, including settlement of credit in case of problems or defaults at state-owned banks and private banks, can be done through non-litigation channels (out of court) or better known as ADR (Alternative Dispute Resolution) or APS (Alternative Dispute Resolution). Dispute resolution through ADR / APS has begun to become a model among business actors and has been regulated in Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.

Out-of-court business dispute resolution was chosen because the judicial process in Indonesia is considered inefficient and effective because it takes a long time, is expensive, the procedure is convoluted, there is no guarantee of confidentiality, the decisions are win-lose, can damage the good relations of the parties, the results of the decisions are difficult to execute, tend to be more in favor of the ruling elite and big investors, still fertility of the judicial mafia and others. Therefore, it is necessary to strive to settle customer disputes with banks for customers simply, cheaply and quickly through the implementation of banking mediation so that their rights as customers can be maintained and fulfilled properly. If a business dispute is resolved through the ADR / APS arbitration model, the parties choose their own law and choose an arbitrator who will examine the case, whereas if using the negotiation, mediation and conciliation model, the parties can determine their own dispute resolution procedures based on the agreement of both parties .

Alternative dispute resolution according to Article 1 point 10 of Law Number 30 Year 1999 is a dispute resolution institution or difference of opinion through a procedure agreed upon by the parties, namely settlement outside the court by means of consultation, negotiation, mediation, consolidation or expert judgment. According to Bank Indonesia regulation or PBI Number 8/5 / PBI / 2006 concerning Banking Mediation, in the general explanation section, efforts to resolve disputes between customers and banks can be carried out through negotiation, conciliation, arbitration mediation, as regulated in Law No. 30 of 1999, as well as through the judiciary.

3.RESEARCH METHODS

In conducting research, it cannot be separated from the use of research methods. Because any research must use a method to analyze the problems raised. The research method describes a research design that includes procedures or steps that must be taken, research time, data sources, and in what way the data is obtained and processed / analyzed.

The approach method used in this research is normative juridical supported by an empirical juridical approach. Normative juridical research is a method that is carried out by obtaining secondary data as a basis for research which comes from literature studies related to the problems under study. The empirical juridical approach is the procedure used to solve research problems by examining secondary data then continued by conducting research on primary data in the field. Primary data is data obtained directly by the object.

Date analysis is the stage that determines the quality of the results of a study. The data obtained in this study will be analyzed qualitatively using secondary data obtained from various libraries in the form of books, articles and laws and regulations, as well as literature sources. Others relating to the object of research. Based on searches and research that the author has conducted regarding the title raised in this thesis, the authors find studies that are similar but different in different discussions and problems, including:

a. Research conducted by VIDYA PERDANA PUTRI, Postgraduate Program at Jayabaya University Jakarta, in 2017 with the title "Legal Protection Against Debtors in the Process of Restructuring the Bad Credit Settlement Agreement", the formulations of the problems raised were:

1) How is the settlement of problem loans by PT Bank Negara Indonesia (Persero) Tbk through the restructuring process?
2) How is the legal protection for debtors related to the settlement of problematic credit agreements?

This thesis describes the problematic credit settlement process through restructuring at the bank and there is no research related to the role of the notary in the restructuring process, so this thesis is only a basic reference for the author;

b. Research conducted by RINA PURNAMASARI, Postgraduate Program at Jayabaya University Jakarta, in 2015 with the title "Covernotes Issued by Notaries Associated with Work Done Not on Time", the formulations of the problems raised were:

1) What is the legal force of the deed made by the Notary in making standard contracts on the deed of credit agreement in banking?
2) What is the responsibility of the notary if in implementing the standard contract on the credit agreement deed, the debtor is in default?

This thesis describes the legal force of the bank credit agreement deed made by a notary and what the responsibilities are if the deed is default by the debtor.

c. Research conducted by FEBRIYANTI DWI PUTRI, Sriwijaya University Postgraduate Program, in 2016 with the title "Status of Sharia Banking Deeds Made by Notaries According to Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 Challenging the Position of Notary Public", the formulation of the problem raised is:

1) Does the Notary deed in the field of Sharia Banking which includes the sentence "Bismillahirrahmanirrahim" at the beginning of the deed contradicts the Law on Notary Position?
2) What is the position of the Notary deed in the field of Sharia Banking which includes the sentence "Bismillahirrahmanirrahim" at the beginning of the deed if it is related to the deed making authority?

This thesis explains how the position of a notary deed in Islamic banking which includes the sentence "Bismillahirrahmanirrahim" at the beginning of the act and whether the sentence contradicts the Law on the Position of Notary Public.

4.RESULTS AND DISCUSSION

A. Restructuring as a Banking Constructive Step to Avoid Bad Credit at Bank BTN

There are two ways to handle non-performing loans, namely through credit rescue and credit settlement. Credit rescue is a step to solve problem loans through re-negotiation between the bank (creditor) and the customer (debtor). Credit settlement is a step towards solving problem loans through legal institutions. Legal institutions in this case are the State Receivables Affairs Committee and the Directorate General of State Receivables and Auctions, judicial bodies and arbitration or alternative dispute resolution bodies. Regarding the rescue of non-performing loans, it can be carried out by referring to Bank Indonesia Regulation Number 14/15 / PBI / 2012 concerning Assessment of Commercial Bank Asset Quality before it is resolved through the legal institution Tendesius restructuring by banks against bad debtors based on the Circular of the Director of Bank Indonesia No. 26/22 / Kep / Dir yo. Bank Indonesia Circular Letter No. 26/4 / BPPP dated May 29, 1993, credit facilities can be grouped into several criteria, namely current credit, substandard credit, doubtful credit, and bad credit. It should be noted that in the non-performing loan category, there are loans that are substandard, doubtful credit, and bad credit. However, it is possible that current credit can be categorized as non-performing credit.

Planning and implementing debt restructuring basically depends on the agreement between the debtor and the creditor in rearranging the debt payment agreement. There is not a single provision in the Law that regulates in detail the methods debtors and creditors must implement in implementing debt restructuring. In practice, various types of debt restructuring implementation methods are widely used by the public. The simplest method of debt restructuring to be implemented is by rescheduling or rescheduling, which is a change in credit terms which only concerns changes in the payment term. By rescheduling their debt payments, the creditor provides concessions for the debtor to pay his debts that are due by postponing the due date. If the payment is made in installments, the creditor prepares a new loan installment schedule where the amount of the payment obligation for each installment can be adjusted to the development of the debtor's financial liquidity. Thus, the debtor is expected to be able to pay off outstanding debts without sacrificing the smooth running of his company's business.

Terms of return or reconditioning, namely changing part or all of the terms of the credit agreement. Changing these terms is not limited to only the payment period, but also concerns any conditions as long as there is no additional kredit or convert all or part of the credit into the company's equity.

Based on Bank Indonesia Regulation Number: 7/2 / PBI / 2005 dated January 20, 2005 concerning Assessment of Commercial Bank Asset Quality (State Gazette of the Republic of Indonesia of 2005 Number: 5 Supplement to State Gazette of the Republic of Indonesia Number: 4471) which in practice is regulated in a Bank Circular Indonesia (SEBI) Number 7/3 / DPNP dated January 31, 2005, new provisions for determining credit quality have been enacted, with the following main provisions:

1. Factors that must be considered in determining credit quality include:

a. Business Prospects, the assessment of business prospects is based on an assessment of the following components.

1) Potential for business growth;
2) Market conditions and debtor's position in competition;
3) Quality management and manpower problems;
4) Support from groups or affiliates;
5) Efforts made by the debtor in order to preserve the environment.

b. Debtor performance, an assessment of debtor performance is based on an assessment of the following components:

1) Profit;
2) Capital structure;
3) Cash flow;
4) Sensitivity to market risk.

c. Ability to pay An assessment of the ability to pay is based on an assessment of the following components.

1) Accuracy of principal and interest payments;
2) Availability and accuracy of debtor financial information;
3) Complete credit documentation;
4) Compliance with credit agreements;
5) Appropriateness of the use of funds;
6) Fairness of sources of payment of obligations.

Article 8 PBI Number 7/2 / PBI / 2005 states that the aforementioned determination of credit quality does not apply to earning assets extended by each bank up to an amount of Rp. 500,000,000.00 (five hundred million rupiah) to any debtor or project same. Furthermore, in the general explanation it is stated that in order to increase bank credit, especially in certain regions which according to the assessment of Bank Indonesia requires special handling to promote economic development in the region concerned, shall be granted relief from the requirements for assessing the quality of provision of funds, namely only based on the accuracy of payment. The same relief is also provided for small business loans and provision of funds up to. IDR 500,000,000.00 (five hundred million rupiah).

Non-performing loans are all loans that have a high risk because the debtor has failed or is facing problems in fulfilling predetermined obligations. Non-performing credit can be defined as a credit condition in which the debtor is unable to pay part or all of his obligations to the bank as agreed, or there is a potential indication that part or all of his obligations will not be able to be repaid by the debtor.

Based on the level of risk, Credit Under Special Supervision (KDPK) is divided into:

1. Loans with current collectibility and special attention (performing loans).
2. Non-performing loans with collectibility of substandard, doubtful and non-performing loans.

Loans that need special attention are performing loans that have weaknesses which, if not corrected, can result in a decrease in the ability of the debtor to meet their obligations on time, these types of loans must be included in the collectability in special attention (DPK) according to applicable regulations, and requires special attention from the management to immediately determine corrective actions so as not to become a Non Performing Loan (NPL).

Detection of non-performing loans can be carried out systematically by developing an early recognition system in the form of a list of events or symptoms that are thought to cause a loan to develop into non-performing loans. This is because after the implementation of credit realization and the passage of time, the quality of a credit can change from current collectability to credit requiring special attention, substandard credit, doubtful credit, or even bad credit. The practical approach taken by BTN in managing non-performing loans is to detect the potential for non-performing loans early so that there will be more opportunities for alternative corrections for BTN in preventing losses as a result of lending which will affect the quality of Earning Assets.

Based on the results of interviews conducted, even though BTN has implemented sound credit procedures and terms and has taken anticipatory actions in the implementation of credit distribution, in 2018 there were still loans restructured. Even so, the debtor still has good intentions to continue running the credit. This means that restructuring is one of the debtors' options if the debtor's credit conditions start to falter and as an effort to save credit. Some of the reasons for the restructuring of the credit are as follows:

1. Loss of accounts receivable.
2. Mismanagement in managing the company.
3. Force Majeure.

Settlement efforts made by BTN in terms of bad credit, whether caused by bad trade receivables, force majeure, or mismanagement are resolved in accordance with the provisions of the Internal Guidelines for Credit Implementation at Bank BTN, namely first of all by carrying out credit rescue through:

a. Restructuring efforts.

Credit restructuring is an effort to make improvements made by banks in credit activities that are experiencing difficulties in fulfilling their obligations. These efforts include rescheduling, restructuring and reconditioning, for example by extending the credit period, providing grace period for payment, lowering credit interest rates, and so on. Credit restructuring can be given if the customer is in good faith. Customers with good faith in resolving non-performing loans can be measured their willingness and ability to pay from the form of customer behavior, including:

1. The customer is willing to be invited to discuss in order to complete his credit.
2. Customer is willing to provide correct financial data.
3. The customer gives permission to the bank to examine the financial statements.
4. The customer is willing to take part in the non-performing loan rescue program and carry out the steps given by the bank.

b. Foreclosed Collateral (AYDA)

Based on PBI No. 14/15 / PBI / 2012, one of the efforts that banks can make, namely by way of Foreclosed Collateral (AYDA). AYDA Based on Article 1 number 15 PBI No. 14/15 / PBI / 2012 are assets obtained by the bank, either through auction or outside the auction based on voluntary delivery by the collateral owner or based on the power to sell outside the auction from the collateral owner in the event the debtor does not fulfill his obligations to the bank. Collateral that is used as the object of credit collateral must:

1. Equipped with valid legal documents;
2. Bound in accordance with the prevailing laws and regulations so as to give preference to the Bank; and
3. Covered by insurance with banker's clause which has a term of at least the same as the period for binding the collateral.

The Banking Act stipulates the possibility of a bank being a purchaser of collateral in the context of solving non-performing loans, namely in Article 12A of the Banking Law:

1. Commercial banks may buy part or all of the collateral, either through an auction or outside the auction based on voluntary handover by the collateral owner or based on the power to sell outside the auction from the collateral owner in the event that the debtor customer does not fulfill his obligations to the bank, provided that the collateral purchased must be cashed immediately.
2. Provisions regarding the procedure for purchasing collateral and its disbursement as referred to in paragraph (1) shall be further regulated by a government regulation.

c. Execution of Object Collateral

One of the efforts to settle non-performing loans is by executing the collateral object if based on credit re-evaluation, the customer's business prospect does not exist and / or the customer is not cooperative to save credit with credit restructuring efforts or credit restructuring efforts do not bring results to smooth the credit back. The settlement of non-performing loans by executing the collateral object will be carried out by the bank on the condition that the collateral object is borne by the guarantee institution in accordance with the procedures stipulated by law.

The execution of the collateral object is adjusted to the collateral institution that burdens the collateral, namely pledge guarantee, mortgage guarantee, mortgage guarantee, and fiduciary guarantee. The execution of mortgage guarantees is regulated in Article 1155 of the Civil Code, execution of mortgage guarantees is regulated in Article 1178 of the Civil Code, execution of mortgage rights is regulated in Article 20 of Law Number 4 of 1996, while the execution of fiduciary guarantees is regulated in Article 29 of Law Number 42 of 1999 (UUJF).

d. Settlement through Litigation or Nonlitigation Channels

1. Settlement through District Court

The settlement of problem loans through district courts is basically avoided by banks due to the efficiency of time, energy and costs incurred. Settlement through district courts begins with a subpoena made by the bank to debtors who are in default. Evidence of subpoena made by the bank is used as evidence to file a suit for default if after three summons the debtor has not fulfilled his obligations. Attempts to bring a lawsuit to the district court on the basis of default are efforts made by the bank when:

a) From the beginning, the debtor did not have good faith in completing his obligations
b) Collateral is not legally bound completely, so the bank only has a position as a concurrent creditor.
c) The collateral value after execution does not cover all obligations of the debtor and the debtor does not want to pay off the remaining debt so that the bank must file a civil suit by filing for seizure of the debtor's general guarantee.

2. Settlement by Arbitration

Arbitration comes from Latin, which is from the word arbitrare which means the power to settle a case according to policy. Meanwhile, according to Abdulkadir Muhammad, arbitration is a private judicial body outside the general court, which is known specifically in the corporate world. Arbitration is a trial that is voluntarily selected and determined by the parties to the dispute. Likewise, Sudargo Gautama stated that arbitration is a way of resolving private judges who are not bound by various formalities, are fast in making decisions because in the last institution and are binding which are easy to implement because they will be obeyed by the parties.

B. Authority and Role of Notary on Credit Restructuring

According to Heryanto in a book written by Habib Adjie, a notary in carrying out his profession must play 4 (four) functions, namely:

1. Notary as an official who makes deeds for parties who come to him, whether in the form of party deeds or deeds of relaas.
2. Notary as a judge in determining the distribution of inheritance.
3. Notary as legal counselor by providing information for parties in terms of making deeds.
4. Notary as an entrepreneur who, with all his services, tries to maintain his clients or relations so that his office operations can continue.

Andhy Fauzi Barasa explained that the role and authority of a notary as a legal counselor is related to the implementation of AYDA, namely, the notary provides information for interested parties in terms of making authentic deeds. The notary must be able to provide legal considerations for the parties who come to him regarding the making of deeds and provide an explanation of the Law to the parties concerned. In addition, notaries are also required to be

able to make legal discoveries in the event that there are no regulations regarding legal actions in the civil sector for which the evidence is to be requested in the form of an authentic deed.

In line with this, Andhy Fauzi Barasa added that the role of notaries in the restructuring process is very tendesius with the theory of authority, related to the source of authority from the government in carrying out legal actions in relation to public law and private law. The basic component of law is that the legal basis of authority must always be designated and the law implies a standard of authority, namely a general standard (all types of authority) and a special standard (for certain types of authority). Notaries as public officials are officials sent by the government to carry out most of the legal actions in Indonesia, including in this case restructuring activities in banking credit agreements. In addition, the notary's authority in restructuring must be based on the existing legal provisions (constitution), so that the notary's authority is a legitimate authority. Thus, the official (organ) in issuing a decision in this case is the restructuring supported by the said source of authority.

Based on Government Regulation Number 24 of 1997 concerning Land Registration in conjunction with PMA / KBPN No. 3 of 1997 concerning Implementation of Government Regulation Number 24 of 1997 which stipulates the form of deeds of transfer and transfer of land rights, does not regulate the form of deeds issued to carry out transfer of rights regarding purchases while collateral. Therefore, the role of a notary public is needed to make authentic deeds as evidence related to the implementation of the process of taking over assets / collateral belonging to the debtor by the bank.

The notary also acts as an official who makes deeds for parties who come to him, whether in the form of party deeds or deeds of relaas. In the implementation of AYDA, the deed made by a notary is a partij deed, where the partij deed is a deed made by the interested parties before a notary. In this case, the notary is obliged to write down what is the will of the parties regarding the legal actions they have committed into an authentic deed. In order to legally transfer a collateral belonging to a debtor to a bank, it is necessary to legally base the rights as the legal basis for the transfer of an object. It is not enough for a bank to just issue a letter stating that it has taken over credit collateral because a letter issued by a bank like this cannot be used to transfer collateral to the property of the bank. In order to obtain evidence of the settlement of bad credit between the parties, namely through the takeover of the debtor's assets by the bank, evidence is drawn up by the competent official, in this case a notary deed.

Deed is writing that is intentionally made to prove an event or a certain legal relationship. Evidence of an event or the existence of a certain legal relationship is required in a dispute or case before a judge or court. The theory of dispute resolution is a theory that studies and analyzes the category or classification of disputes or classifications of disputes or conflicts that arise in society, the factors that cause disputes and the methods or strategies used to end the dispute. This theory was developed and put forward by Ralf Dahrendorf, Dean G. Pruitt, Jeffrey Z. Rubin, Simon Fisher, Laura Nader, and Harrt F. Todd Jr. The scope of dispute resolution theory includes the types of disputes, factors that cause disputes to arise, and strategies in dispute resolution.

Furthermore, in the civil relationship the parties deliberately made evidence in relation to the possibility of needing evidence at a later date. Notary deed is a written evidence which in a civil case is the first arrangement of evidence. As stated in Article 1866 of the Civil Code, evidence consists of:

1. Written evidence
2. Evidence with witnesses
3. Prejudices
4. Confession
5. Oath

Authentic deeds are the main choice because authentic deeds provide between the parties and their heirs or people who get rights from them, a perfect proof of what is contained therein as regulated in Article 1870 of the Civil Code. This is in line with perfect evidence which means that it does not require the addition of other proofs, in itself it is sufficient and binding evidence, in the sense that what is stated in the deed must be believed to be the truth until proven otherwise. In taking over, a right base is needed in the form of a collateral sale and purchase deed between the creditor as the buyer and the debtor as the seller. The sale and purchase deed is a legal basis for transferring the debtor's property in the form of collateral to the creditor. For collateral for immovable property in the form of land and buildings attached to it, the sale and purchase deed is drawn up by the Official for Making a Land Deed (PPAT) while for collateral which is movable property, the sale and purchase certificate is drawn up by a Notary Public.

5.CONCLUSION

1. Implementation of debtor credit restructuring in a bank as an effort to prevent bad credit at the bank can be pursued in a familial manner. Family efforts can be made by giving warning letters I, II, III, contacted by telephone, checking directly to the place of business and through agreement forums with credit restructuring efforts, for example by lowering credit interest rates, extending credit terms / rescheduling, reducing arrears of loan interest, reduction of loan principal arrears, additional credit facilities, converting credit to temporary equity participation, postponing payment of loan principal / interest (grace period) and credit combinations. This choice is based on prior analysis in order to be effective in re-launching credit so that customers can improve the quality of their credit payments until it is paid off and customers can still maintain their good name in the banking world, so that they are not constrained later when customers want to apply for credit again.

2. The authority of the notary in implementing debtor credit restructuring as an effort to save bad debts is by making authentic deeds which constitute legal rights grounds as the legal basis for the legally transfer of a debtor's collateral to the bank. To take over or compensate credit collateral, deeds are required for the interests of the bank and the debtor, namely:
   a. Deed of Sale and Purchase from the debtor or collateral owner to the bank.
   b. Sale and Purchase Agreement (PPJB) between the debtor and the creditor or their proxy.
   c. Vacancies Agreement between debtors and creditors
   d. Power of Attorney to Sell / Release the Rights of the Parties between the debtor and creditor
   e. Debtor's statement
   f. Debt Settlement Agreement with Collateral Delivery of Collateral between the debtor and / or collateral owner and the bank.

6.Suggestions

1. To prevent bad credit at a bank, bank officers and officials should always control or visit their customers, by communicating on an ongoing basis with customers, greatly helping to reduce the incidence of bad credit because as early as possible we can find out what is the problem with the business. - the debtor's business and then the bank can quickly take actions or steps so that the debtor does not get worse with his situation. As much as possible carry out credit restructuring according to the criteria that have been determined in order the restructuring proceeded as expected so there was no repeat restructuring in one credit.
2. The restructuring process in order to improve loans should be carried out with a more in-depth analysis and participate in finding permanent solutions, in order to assist the debtor in facing challenges that hinder his business.

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