

Analysis of Verstek's Verdict in Acts of Default on Credit Agreements Made by Debtors Against PT. BANK PAN Indonesia Tbk (Decision Study Number: 16/Pdt.G/2022/PN-Tjk)

Baharudin¹ Okta Anita² Fadian Akbar Wisnugraha³

Faculty of Law, Universitas Bandar Lampung, Bandar Lampung City, Lampung Province,
Indonesia^{1,2,3}

Email: baharudin@ubl.ac.id¹ okta.anita@ubl.ac.id² fadianakbar886@gmail.com³

Abstract

Banks are financial institutions whose main business is providing credit and services in payment traffic and money circulation, while the results of this study are the first factors that can cause defaults at PT. Bank Pan Indonesia Tbk Study Decision Number 16/Pdt.G/2022/PN-Tjk. due to negligence on the part of the debtor due to financial factors, factors of family problems or factors of work problems that make the debtor negligent in paying the credit, and secondly is the basis for the judge's consideration in imposing the Verstek Decision in default on the credit agreement committed by the debtor against PT. Bank Pan Indonesia Tbk Study Decision Number 16/Pdt.G/2022/PN-Tjk is in accordance with the legal sources in force in Indonesia, namely the Civil Code and Regulation voor de Buitengewesten, therefore the judge's consideration is appropriate and correct because it does not conflict with existing laws apply.

Keywords: Verstek Decision, Default, Credit Agreement



This work is licensed under a [Creative Commons Attribution-NonCommercial 4.0 International License](https://creativecommons.org/licenses/by-nc/4.0/).

INTRODUCTION

Improving the standard of living and welfare of the entire community is one of the goals of the Indonesian people in carrying out national development in stages. Therefore, economic development is a support for national development which aims to increase income, welfare, purchasing power, standard of living and self-reliance of the community so that the results of development will be realized through policies, one of which is in the field of banking credit. In order to realize a just and prosperous Indonesian society based on Pancasila and the 1945 Constitution, the implementation of national development must pay attention to harmony, harmony and continuity between the elements of equitable development, economic growth and national stability.

With this economic growth, it is difficult for people to meet their needs. To meet these needs, many people take shortcuts by applying for loans to financing institutions such as banks. Credit by banks is carried out by applying the precautionary principle. The precautionary principle is carried out through accurate and in-depth analysis through proper distribution, good supervision and monitoring, agreements that are legal and fulfill legal requirements, as well as binding strong guarantees accompanied by regular and complete credit documentation. Banking institutions are one of the financial institutions that act as intermediaries for parties who need funds for a business activity. Banking institutions are engaged in credit activities, providing various services, serving financing needs and launching payment system mechanisms for all sectors of the economy. The impact of these activities positions the bank as one of the financial institutions that serves as the main source of funds for financing development and business activities.

Bank is a financial institution whose main business is providing credit and services in payment traffic and money circulation. Where is the function and purpose of the bank in the context of the national economic life of the Indonesian nation, one of which is as a financial

intermediary with the main business activities of collecting and channeling public funds from surplus units to deficits or transferring money from savers to borrowers. The world of banking as a sector that also determines economic growth also participates in development, in the form of providing services, namely in the form of credit.

It is clearly stated in Law Number 10 of 1998 in conjunction with Law Number 7 of 1992 concerning Banking which explains that Indonesian Banking aims to support the implementation of national development in the context of increasing, equity and national stability towards increasing the welfare of the people at large, so it is very clear that In addition to being a collector and distributor of public funds, the banking function in Indonesia also has a role in enhancing national development. The definition of credit in Law Number 10 of 1998 in conjunction with Law Number 7 of 1992 concerning Banking, as stated in Article 1 number 11, namely Credit for the provision of money or bills that can be equated with it, based on a loan agreement or agreement between the bank and other parties who oblige the borrower to pay off the debt after a certain period of time with the amount of interest.

The provisions of Article 1 point 3 of Bank Indonesia Regulation Number 4/7/PBI/2002 concerning Prudential Principles in the Context of Credit Purchases by Banks from the Indonesian Bank Restructuring Agency also state that Credit is the provision of money or bills that are equivalent, based on approval or a loan agreement between a bank and another party that requires the borrower to repay the debt after a certain period of time with interest, including:

1. Purchase of customer securities equipped with a Note Purchase Agreement (NPA);
2. Takeover of bills in the long term.

The credit agreement is included in the innominate agreement so that its power is not specifically regulated in the Civil Code. However, legal scholars have different opinions, on this matter which in outline the credit agreement can be divided into two namely that the credit agreement, the arrangement refers to Book III of the Civil Code and the credit agreement the arrangement is subject to the Banking Law. The subject of the credit agreement is the creditor who is entitled to the achievement and the debtor who is obliged to the achievement. This is in line with what is regulated in Article 1234 of the Civil Code that achievement can take the form of giving something, doing something or not doing something. Banks in carrying out their activities in providing credit cannot avoid problem loans, because this is a problem that cannot be avoided by the bank. But this must be minimized in order to maintain liquidity and increase company profitability.

PT. Bank Pan Indonesia Tbk. In dealing with bad credit by carrying out a way of filing a default lawsuit against its customers who experience delays in installment payments for the two Car Ownership Credit facilities until they become bad loans. Whereas on the appointed day of trial, the Plaintiff was present at the attorney, furthermore the Defendant was not present at the trial and did not order his legal representative or proxy to appear before him, even though he had been legally and properly summoned, as stated in Article 146 R.Bg., 3 (three) times in a row based on Relas Summons Number 16/Pdt.G/2022/PN Tjk, January 31 2022, February 18 2022 and March 11 2022, the Defendant is deemed not to have used his opportunity and rights by both that the Panel of Judges has given, thus the Defendant has waived his rights in terms of answering and proving.

Because the time period and formalities of summons according to law have been duly respected and the lawsuit is not against the law and is justified, the Defendant who has been duly summoned but does not appear before the court and does not order another person to appear as his representative, must be declared absent and the lawsuit was granted in part with

a verstek decision, with the gist of the ruling as follows: Declaring that the Defendant had been duly summoned but not present, granted the Plaintiff's lawsuit in part with verstek, stating the Credit Agreement Number: 14/KPM/PAN-BDL/482 July 21 2014 binding agreement between the Plaintiff and the Defendant is valid and has binding legal force, declared the Defendant to be in Default/Default on the Credit Agreement Number: 14/KPM/PAN-BDL/482 dated 21 July 2014, sentenced the Defendant to pay a debt of Rp. 282,837,947.95 (two hundred eighty two million eight hundred thirty seven thousand nine hundred and forty seven rupiah ninety five cents).

RESEARCH METHODS

This research uses the type of normative juridical legal research, namely by examining various literature that is not limited by time and place, as well as examining various literature in the form of books, the results of previous research and laws and regulations both printed and online related to the problems studied. To answer the existing problems, this study used 3 (three) research approaches, namely, the statutory approach, the conceptual approach, and the comparative approach.

The types and sources of legal materials used in this study consist of primary, secondary and tertiary legal materials. Collection of legal materials is carried out by identifying and inventorying positive law rules, researching library materials (books, scientific journals, research reports), and other sources of legal materials that are relevant to the legal issues being studied. Legal materials that have been collected are then classified, selected and ensured that they do not conflict with each other, to make it easier to analyze and construct them.

RESEARCH RESULTS AND DISCUSSION

Factors That Can Cause Defaults at PT. Bank Pan Indonesia Tbk Study Decision Number 16/Pdt.G/2022/PN-Tjk.

M.J. Christo Arjanto, as Main Director of Pt. Bank Pan Indonesia Tbk explained globally that the factors that could lead to default at PT. Bank Pan Indonesia Tbk, there are various and various factors that cause defaults:

1. Have a business condition of the company, which is caused by the decline in general economic conditions and business fields in which they operate.
2. There is mismanagement in the management of the company's business operations, or due to a lack of experience in the business fields they handle.
3. Family problems, such as divorce, death, prolonged illness or wastage of funds by one or several members of the debtor's family.
4. The emergence of events beyond the control of the debtor, for example natural disasters and wars.
5. The bad character of the debtor (who from the beginning had planned not to return the credit).

Based on the results of the interviews from the description above, according to the debtors, the causes of errors and negligence on the part of the debtor did occur because of the debtor's negligence due to financial factors, family problems or work problems that made the debtor negligent in paying the credit. Based on the results of interviews conducted by the author with M.J. Christo Arjanto, as Main Director of PT. Bank Pan Indonesia Tbk, it can be concluded that the causal factors that often occur in default in the agreement for two-wheeled motorized vehicles with fiduciary guarantees at Pt. Bank Pan Indonesia Tbk Branch, Bandar Lampung namely:

1. Minimal ability means where the debtor is unable to pay credit because the debtor has problems or constraints in the ability to pay. For example, the debtor experiences bankruptcy in his business or is laid off from the debtor's office.
2. Changing address means that the debtor deliberately avoids the creditor because he has not been able to pay credit or indeed due to work factors he has to change address.

Based on the analysis above, according to the author, the creditor has carried out and followed the steps in accordance with the existing procedures, but due to negligence on the part of the debtor, a default occurs and the debtor must also comply more with the procedures agreed between the creditor and the debtor so as not to cause default.

Basic Considerations of Judges in Imposing Verstek Decisions in Acts of Default in Credit Agreements Made by Debtors Against PT. Bank Pan Indonesia Tbk Study Decision Number 16/Pdt.G/2022/PN-Tjk.

Based on the results of interviews with the author Raden Ayu Rizkiyati, as a Judge at Class 1 A District Court Tanjung Karang said that the Judge's consideration in Decision Number 16/Pdt.G/2022/PN-Tjk. explained that the examination of cases by judges must pay attention to evidence, because the results of this evidence will later be used as material for consideration in deciding cases. Proof is a very important stage in examination at trial. The purpose of proof is to obtain certainty that an event/fact that is proposed actually happened, in order to obtain a correct and fair judge's decision. The judge will not be able to pass a decision before it becomes clear to him that the event/fact actually happened, that is, the truth is proven, so that there appears to be a legal relationship between the parties.

The following are the considerations of the panel of judges in deciding and adjudicating Decision Number 16/Pdt.G/2022/PN-Tjk. as follows:

1. The judge's first consideration is the intent and purpose of the Plaintiff's lawsuit in essence as in the Plaintiff's lawsuit, namely: That on July 26, 2013, the Defendant obtained a car ownership credit facility (KPM) in the amount of Rp.406,603,000.00 (four hundred six million six hundred and three thousand rupiahs) and bound by Credit Agreement Number 13/KPM/PANBDL/561, and to guarantee the debt, the Defendant has pledged 1 unit of car with BPKB number K-03209227 F, Mitsubishi Brand, Type Pajero Sport 2.5 HP, No. Police BE 1231 J, Year 2013, Pearl White, No. Frame: MMBGYKH40DD010210, No. Engine 4D56UCEG6797, STNK Name MULYADI HUSEN, Address Gili Sari, RT.003, RW.003, Kelurahan. Cape Flower, District. South Abung, Regency. North Lampung, and has attached Fiduciary Rights based on Fiduciary Certificate No: W9.00051206.AH.05.01 TAHUN 2016 Dated 16 April 2016.

Based on the main explanation of the plaintiff's argument in the lawsuit, the panel of judges must find the problem to be proven in this case regarding:

- a. Is the Credit Agreement Number 14/KPM/PAN-BDL/482 dated 21 July 2014, between the Defendant and the Plaintiff, with collateral in the form of 1 (one) unit of Mitsubishi/Mirage 1.2l Exceed car, Year 2014, metallic red color, on behalf of STNK Mulyadi Husen, with frame number MMBXTA03AEH022216, engine number 3A92UBL9298, police number BE2334 JH, BPKB number K06138543 F, is legal according to the law?
- b. Is it true that the Defendant has committed a Default/Breach of Promise, because he did not carry out his obligations as a Debtor to continue paying installments of Rp.4,662,348 (four million six hundred sixty two thousand three hundred and forty eight rupiah) for 36 months, as referred to in Credit Agreement Number: 14/KPM/PANBDL/482 dated 21 July 2014?

2. The second consideration of the panel of judges is Article 283 R.Bg. The plaintiff is obliged to prove the arguments in the lawsuit, because the defendant who from the beginning of the trial was never present, and did not order his legal representative or attorney to appear before him, even though he had been legally and properly summoned, according to the law the defendant is considered to have waived his right to use rebuttals against the arguments outlined by the Plaintiff, so that all the arguments presented by the Plaintiff must be considered true and proven, and the Plaintiff's demands deserve to be granted as long as the reasons are according to law and are not against the law, which will be considered by the Panel of Judges.
3. The judge's third consideration is the documentary evidence submitted by the Plaintiff above, related to the provisions of Article 1313 of the Civil Code, Article 1320 of the Civil Code and Article 1338 paragraph 1 of the Civil Code, where the Plaintiff and the Defendant have made an agreement regarding the acquisition of a car ownership credit facility (KPM). received by the Defendant from the Plaintiff in the amount of Rp.145,913,706.00 (one hundred forty five million nine hundred thirteen thousand seven hundred six rupiah) with a term of 36 (thirty six) months, as stated in the Credit Agreement Number 14/KPM/PAN-BDL/482 dated July 21 2014, which is not a prohibited cause, the Plaintiff and Defendant are obliged to comply with and implement the agreement in accordance with the Law, thereby proving the Credit Agreement Number 14/KPM/PAN-BDL/482 dated July 21 2014, between the Defendants and the Plaintiff, with collateral in the form of 1 (one) unit of Mitsubishi / Mirage 1.2l Exceed car, Year 2014, metallic red color, on behalf of S TNK Mulyadi Husen, with Frame Number MMBXTA03AEH022216, Engine Number 3A92UBL9298, Police Number BE2334 JH, BPKB Number K-06138543 F is legally valid.
4. The judge's considerations will then be considered regarding whether it is true that the Defendant has committed a Default/Breach of Promise, because he did not carry out his obligations as a Debtor to continue paying installments of Rp.4,662,348 (four million six hundred sixty two thousand three hundred and forty eight rupiah) for 36 months, as referred to in the Credit Agreement Number: 14/KPM/PAN-BDL/482 dated 21 July 2014.
5. The consideration of the fifth judge is that based on Article 1238 of the Civil Code it is stated: The debtor is negligent if he has been declared negligent by a warrant or by a similar deed, or for the sake of his own words, if this stipulates that the debtor must be deemed negligent by passing the specified time and based on Article 1243 of the Civil Code states: Reimbursement of costs, losses and interest due to non-fulfillment of an agreement begins to be required, if the debtor, even though he has been declared negligent, remains negligent in fulfilling the said agreement, or if something that must be given or done can only be given or done within a time beyond the allotted time.
6. The consideration of the sixth judge is the evidence of the letter submitted by the plaintiff above, associated with the provisions of Article 1234 of the Civil Code, then Article 1238 of the Civil Code and Article 1243 of the Civil Code, it is proven that the Defendant has committed an act of Default/Breach of Promise, namely not doing what was promised he will do, because he does not carry out his obligations as a debtor to continue to pay installments of Rp.4,662,348 (four million six hundred sixty-two thousand three hundred and forty-eight rupiah) for 36 months, as referred to in the Credit Agreement Number: 14/KPM /PAN-BDL/482 dated July 21 2014, in which case the Defendant was given a written warning (subpoena) because he had been negligent in carrying out his obligations;
7. The consideration of the seventh panel of judges is b Article 149 R.Bg., and based on SEMA Number 9 of 1964, because the timeframe and formalities of summons according to law have been duly heeded and the lawsuit is not unlawful and has reason, the Defendant who has

summoned properly but did not appear before the court and did not order another person to appear as his representative, must be declared absent and the lawsuit granted in part with verstek, because the Plaintiff's lawsuit was partially granted with verstek, and the Defendant was on the losing side, the court costs fully borne by the Defendant;

8. The judge also considered Article 1234 of the Civil Code, Article 149 R.Bg. as well as laws and other regulations related to this case, the panel of judges rendered the following decisions:
- a. Declare that the Defendant has been duly summoned but is not present;
 - b. Granted the Plaintiff's lawsuit in part with verstek;
 - c. Declare that the Credit Agreement Number: 14/KPM/PAN-BDL/482 dated 21 July 2014 which is binding between the Plaintiff and the Defendant is valid and has binding legal force;
 - d. Declare the Defendant in Default/Default on the Credit Agreement Number: 14/KPM/PAN-BDL/482 dated 21 July 2014;
 - e. Sentence the Defendant to pay a debt of Rp. 282,837,947.95 (two hundred eighty two million eight hundred thirty seven thousand nine hundred forty seven rupiah ninety five cents) with the details as follows:
 - 1) Principal Debt of the Defendant in the amount of IDR 88,043,519.79 (eighty eight million forty three thousand five hundred and nineteen rupiahs and seventy nine cents);
 - 2) Interest Payable by the Defendant in the amount of Rp.20,899,438.48 (twenty million eight hundred ninety nine thousand four hundred thirty eight rupiah and forty eight cents);
 - 3) Defendant's fine payable of IDR 173,894,989.68 (one hundred seventy three million eight hundred ninety four thousand nine hundred eighty nine rupiah sixty eight cents);
 - 4) Punish the Defendant to pay court costs in the amount of Rp.495,000.00 (four hundred ninety five thousand rupiah);
 - 5) Rejecting the Plaintiff's claim other than and the rest; Sentenced the Defendant to pay court costs in the amount of Rp.495,000.00 (four hundred ninety five thousand rupiah);
 - 6) Rejecting the Plaintiff's claim other than and the rest

Based on the descriptions above, the author can analyze that the basic considerations of the Judge in imposing a verstek decision in the act of breach of credit agreement by the debtor against PT. Bank Pan Indonesia Tbk Study Decision Number 16/Pdt.G/2022/PN-Tjk based on 4 (four) Articles in the Civil Code, namely:

1. First, Article 1313 of the Civil Code which states that an agreement is an act by which one or more people bind themselves to one or more other people.
2. Second, 1320 of the Civil Code, the conditions for a valid agreement include: the agreement of those who are bound by themselves, the ability to make an agreement, a certain subject matter and a cause that is not prohibited.
3. Third, based on Article 1338 paragraph 1 of the Civil Code, it is written that: Agreements made legally apply as laws for those who make them.
4. The fourth Article 1243 of the Civil Code states: Reimbursement of costs, losses and interest due to non-fulfillment of an agreement is obligatory, if the debtor, even though he has been declared negligent, remains negligent in fulfilling the said agreement, or if something that must be given or done can only be given or done within the specified time.

In the event that the Judge decides on the case of the Plaintiff's lawsuit with Verstek by considering that based on Article 149 R.Bg, and based on SEMA Number 9 of 1964, because the time period and formality of summons according to law have been properly heeded and the lawsuit is not unlawful and has reason, then the Defendant who has been duly summoned but does not appear before the court and does not order another person to appear as his representative, must be declared absent and the lawsuit is partially granted with verstek.

Thus, the author can argue that the basis for the judge's consideration in imposing a verstek decision in the breach of credit agreement by the debtor against PT. Bank Pan Indonesia Tbk Study Decision Number 16/Pdt.G/2022/PN-Tjk is in accordance with the legal sources in force in Indonesia, namely the Civil Code and Regulation voor de Buitengewesten which are legal instruments that regulate the procedures for conducting a trial for civil cases, which valid outside the islands of Java and Madura. Therefore the judge's consideration is appropriate and correct because it does not conflict with applicable law.

CONCLUSION

Based on the results of the research and discussion in the previous chapter, the following conclusions can be drawn: Factors That Can Cause Defaults at PT. Bank Pan Indonesia Tbk Study Decision Number 16/Pdt.G/2022/PN-Tjk. due to negligence on the part of the debtor due to financial factors, family problem factors or work problem factors that make the debtor negligent in paying the credit. Basic considerations of the Judge in imposing the Verstek Decision In the act of default on the credit agreement committed by the debtor against PT. Bank Pan Indonesia Tbk Study Decision Number 16/Pdt.G/2022/PN-Tjk is in accordance with the legal sources in force in Indonesia, namely the Civil Code and Regulation voor de Buitengewesten, therefore the judge's consideration is appropriate and correct because it does not conflict with existing laws apply.

The suggestions that the author can convey are as follows: Suggestions for the public/debtor to comply more with the procedures that have been agreed upon between the creditor and the debtor, and do not push too hard if you do not have stable finances so as not to cause default. Suggestions for law enforcers, especially in this case, are advocates/lawyers to be more thorough and thorough in filing lawsuits, especially if the case being handled is in the form of a Property Rights dispute, as Lawyers we must be detailed and know the history and history of the object of dispute so that mistakes will not occur. in a lawsuit that will be submitted to the Court because if it is not careful it will cause you to experience losses both materially and immaterially.

BIBLIOGRAPHY

- Abdulkadir Muhammad. 2012. *Hukum Acara Perdata Indonesia*. Citra Aditya Bakti, Bandung.
- Ahmadi Miru. 2007. *Hukum Kontrak dan Perancangan Kontrak*, Rajawali Pers, Jakarta.
- Astiko. 2016. *Manajemen Perkreditan*. Andi Offset. Yogyakarta.
- Fahmi, Irham., Yovi Lavianti Hadi, 2010. *Pengantar Manajemen Perkreditan*. Edisi Pertama, Penerbit Alfabeta, Bandung.
- Herziene Indonesische Reglement (HIR), Reglement Buitengewesten (RBg), dan Reglement of de Rechtsvordering (Rv).
- Ikatan Bankir Indonesia. 2015. *Mengelola Bisnis Pembiayaan Bank Syariah*. Gramedia Pustaka Utama, Jakarta.
- Kasmir. 2012. *Pemasaran Bank*. RajaGrafindo. Jakarta.
- Kitab Undang Undang Hukum Perdata.
- Kitab Undang-Undang Acara Hukum Perdata.

- Lilik Mulyadi. 2002. Hukum Acara Perdata: Menurut Teori dan Praktik Peradilan di Indonesia cetakan IV. Djambatan, Jakarta.
- M. Yahya Harahap. 1996. Segi-Segi Hukum Perjanjian. Alumni. Bandung.
- Mudrajad Kuncoro, Suhardjono. 2011. Manajemen Perbankan, Teori dan Aplikasi. Indeks Kelompok Gramedia, Jakarta.
- Muhamad Djumhana. 2012. Hukum Perbankan di Indonesia. Citra Aditya Bakti. Bandung.
- Mukti Arto. 2004. Praktek Perkara Perdata pada Pengadilan Agama. Pustaka Pelajar, Yogyakarta.
- Peraturan Bank Indonesia Nomor 11/1/PBI/2009 tentang Bank Umum.
- Peraturan Bank Indonesia Nomor 4/7/PBI/2002 tentang Prinsip Kehati-hatian dalam Rangka Pembelian Kredit oleh Bank dari Badan Penyehatan Perbankan Nasional.
- Peraturan Otoritas Jasa Keuangan Nomor 11/POJK.03/2020 tentang Stimulus Perekonomian Nasional sebagai Kebijakan Countercyclical dampak Penyebaran Coronavirus Disease 2019 (COVID-19).
- Peraturan Otoritas Jasa Keuangan Nomor 38/POJK.03 2019 tentang Perubahan atas Peraturan Otoritas Jasa Keuangan Nomor 32/POJK.03/2018 tentang Batas Maksimum Pemberian Kredit dan Penyediaan Dana Besar Bagi Bank Umum.
- Peraturan Otoritas Jasa Keuangan Nomor 48/POJK.03/2020 tentang Perubahan atas Peraturan Otoritas Jasa Keuangan Nomor 11/POJK.03/2020 tentang Stimulus Perekonomian Nasional sebagai Kebijakan Countercyclical dampak Penyebaran Coronavirus Disease 2019 (COVID-19).
- R. Soepomo. 1994. Hukum Acara Perdata Pengadilan Negeri. Pradnya Piramita, Jakarta.
- Retnowulan Sutantio dan Iskandar Oeripkartawinata. 2009. Hukum Acara Perdata: Dalam Teori dan Praktik. Mandar Maju, Bandung.
- Salim. 2001. Pengantar Hukum Perdata Tertulis (BW). Sinar Grafika. Jakarta.
- Tami Rusli. 2017. Pengantar Ilmu Hukum. Universitas Bandar Lampung (UBL) Press, Bandar Lampung.
- Thamrin dan Sintha Wahjusaputri. 2018. Bank dan Lembaga Keuangan, Edisi 2. Mitra Wacana Media, Jakarta.
- Undang-Undang Dasar Negara Republik Indonesia 1945 (Hasil Amandemen).
- Undang-Undang Nomor 10 Tahun 1998 jo Undang-Undang Nomor 7 Tahun 1992 Tentang Perbankan.
- Undang-Undang Nomor 24 Tahun 2004 sebagaimana pasalnya telah diubah dan ditambah dengan Undang-Undang Nomor 7 Tahun 2009 tentang Lembaga Penjamin Simpanan.
- Wirjono Prodjodikoro. 2012. Asas-asas Hukum Perjanjian, Sumur Pustaka, Bandung.
- Zainal Asikin. 1996. Pengantar Hukum Perbankan Indonesia. RajaGrafindo Persada. Jakarta.
- Zulfi Diane Zaini, & Syopian Febriansyah. 2013. Aspek Hukum dan Fungsi Lembaga Penjamin Simpanan. Keni Media. Bandung.