

Conference Paper

Problems and Settlement of Transfer of Accounts Receivable Through Cessie Against Bad Credit

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Abstract.

Cessie is a method of solving loan problems for default debtors. Through Cessie there is a transfer of receivables originating from debtors to new creditors. However, the legal facts that occurred, in the process of implementing the Cessie also experienced legal problems. Therefore, this writing with an empirical juridical approach will identify other legal problems that arise in Cessie and analyze the legal settlement of Cessie problems that occur in state-owned banks. Based on the studies that have been done, it is concluded that the legal problems that occur are creditors who secretly transfer their receivables through a Cessie to other new creditors, even though this is normatively justified in Article 613 of the Civil Code. However, in fact, the debtor's denial and non-approval often occur, causing new problems with new creditors. The settlement efforts made by BUMN Banks in this problem are by giving a warning letter to the debtor.

Keywords: Cessie, bad credit, accounts receivable

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1. INTRODUCTION

Cessie is the process of transferring and/or assigning receivables in the name as in Article 613 of the Civil Code, which is then transferred using an authentic or private deed.[1] As a component of the type of assignment of Cessie, apart from contract law [2], property law also applies, which specifically describes the relationship with the transfer of mortgage rights. Problems occur when the mechanism for buying and selling receivables does not comply with applicable regulations, which can burden one of the parties. Implementing a cessie generally requires a shorter duration but quickly affects the funds obtained by the bank so that the circulation of funds can be carried out at that time.[3] The existence of an agreement to transfer Cessie receivables, which is made through an authentic or private deed, is binding and does not give rise to any legal

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consequences for the debtor if the debtor does not notify the transfer of receivables or the debtor does not acknowledge or accept the writing.

The form of resolution that is often used for bad credit problems carried out by Bank X is by transferring receivables via cessie. The transfer of receivables via cessie to a third party is hereinafter referred to as a new creditor. The position of the new creditor replaces the old creditor. The handover of these receivables causes the transfer of all obligations and rights of the old creditor to the new creditor. During one year, Bank X received eleven transfers of receivables via cessie. Bank X always uses cessie in handling receivables problems. Bank X considers that cessie is the safest way to resolve bad debts [4]. Based on this, the author wants to know what problems arise regarding transferring receivables through bad credit. And how is the problem of transferring receivables via cessie resolved?

2. METHODOLOGY

The following type of research is empirical juridical research. Empirical juridical research relies on applicable laws and regulations to explain the problems in the field to be researched [5]. The following research is descriptive in nature. Descriptive research aims to obtain as accurate information as possible about people, places, or other symptoms [6]. The aim is mainly to strengthen the hypothesis to support strengthening old theories or developing new theories [7]. Data obtained or sourced from interviews with one of the sources who is an employee of Bank X. Mr. Maulan Robbiedien is an employee of Bank Complement existing data through collecting information by reading books, articles, magazines, the internet, and the Civil Code.

3. RESULTS AND DISCUSSIONS

3.1. Problems of Transferring Receivables Through Cessie

Banks always implement the transfer of receivables via Cessie to overcome bad credit [8]. According to the Recovery and Asset interview results at Bank X, he explained that several cases occurred in transferring receivables via Cessie, including the debtor who did not accept the transfer of receivables via Cessie. The case of transferring receivables via Cessie began with a debtor who owed Bank X by pledging his house certificate. The debtor agrees with the Bank's creditor in accordance with the agreed credit agreement that the debtor will pay the debt in accordance with the agreement in the agreement in

the agreed installments. However, when in the middle of the road the debtor does not pay his debt in accordance with the credit agreement agreed at the beginning, things like this cause the debtor to default and bad credit which will make it difficult for the debtor himself to make loans to other banks.

Bank X has issued three written Warning Letters. The warning letter contains a warning that the debt payment is due. However, the debtor did not respond to the warning letter. Therefore, Bank X transferred the receivables via cession. Starting from this, Bank X offered the debtor's receivables to Bank In this case, there is a transfer of receivables via cession from Bank X (cedent) to a new creditor (cessionary). The process of transferring these receivables is outlined in a cession deed which has been made before a notary. By signing the cession deed, all the rights and obligations of the first creditor (cedent) are transferred to the new creditor (cessionaire) along with the debtor's certificate, which has been used as collateral.

After the receivables are transferred to the new creditor (cessionaire), the debtor still does not pay according to the invoice. The cessionary then sends three warning letters asking the debtor to make payments and/or discharge the debt transferred to the new creditor (cessionary) from the first creditor (cedent). However, when Warning Letter III was given, the debtor did not accept that a cession had been carried out and an auction would be held; in the end, the debtor filed a lawsuit against the panel of judges to thwart the cession. Then the panel of judges offered the debtor and cessionary to mediate in the settlement. Meanwhile, Bank However, Bank X is under Article 613 of the Civil Code. However, I was unsuccessful during the mediation process between the debtor as the plaintiff and the cessionary as the defendant. The debtor persisted in his claim that he wanted to thwart the Cession. Ultimately, the result of the debtor's lawsuit regarding this claim was completely rejected by the judges because the cessionary (defendant I) and cedent (defendant II) were correct in carrying out their obligations.

3.2. Causes of Problems with Transferring Receivables Through Cession

In the last year, the Bank's transfer of receivables through Cession was due to the debtor being in default and unwilling to pay off his debt due to several factors, one of which was the lack of economic needs experienced. Bank X provides credit through mortgages and borrowing money or credit. The transfer of receivables via Cession is not only due to KPR but also in the form of credit. The following table relates to the factors of transfer of receivables through Cession at Bank X Malang Branch Office for 1 year.

Bank X rarely carries out executions through court assistance or litigation. However, the debtor often carries out executions with the help of the court because the debtor does not accept the transfer of receivables through the Cessie. During the year, 5 debtors filed lawsuits against the Bank. However, Bank X, which is always the second defendant, always wins in court. This aligns with the provisions of Article 613 of the Civil Code.

3.3. Settlement of Transfer of Receivables Through Cessie

Based on the evidentiary hearing with evidence provided by the cessionary in the form of a Deed of Sale and Purchase Agreement for Receivables and a Deed of Transfer of Rights on Bills (Cessie), that Bank The judge said that the cessionary and Bank entirely by the panel of judges. The two pieces of evidence provided by the defendant at the trial were in the form of receivables and rights to collect receivables from Bank law in the form of holding an auction [9]. At the same time, the debtor takes legal action in the form of litigation [10] and non-litigation [11]. name the debtor.

The valuation of the object for which the guarantee will be made must exceed the debt given because, in the creditor agreement, it cannot exceed 70% of the value of the guarantee. Due to this, it is to prevent a decrease in the value of the collateral object and the costs of the execution process. When carrying out an auction sale, the debtor's principal debt must be in accordance with what the debtor has paid, and the debtor must understand the calculation of the debt added to interest and other costs.

4. CONCLUSION AND RECOMMENDATION

The procedure for transferring receivables via cessie at Bank X Malang Branch Office is carried out in writing as an authentic deed before a notary. This has been regulated in Article 613 of the Civil Code. The existence of the cessie at Bank The cessie problem often occurs at banks and related problems regarding debtors who do not accept that an auction will be held on the objects they guarantee.

The legal consequences of transferring receivables via cessie because the cessie must be made in the form of an authentic deed is one of the main requirements for transferring receivables via cessie. The settlement carried out by the State Savings Bank Malang Branch Office was through an auction process because this was the final result of the transfer of receivables through Cessie. Meanwhile, legal efforts taken by the debtor can be carried out by means of litigation and non-litigation. Litigation is

assistance from the court by suing the creditor, while non-litigation is without assistance from a third party by means of mediation or negotiation.

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