LEGAL RESPONSIBILITY IN CONTRACTUAL RELATIONS BETWEEN BANKS AND CUSTOMERS FOR CREDIT AGREEMENTS (DECISION STUDY NUMBER: 964/Pdt.G/2025/PN.Mdn)

JURNAL

Ditulis Untuk Memenuhi Syarat
Mendapatkan Gelar Sarjana Hukum

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LEGAL RESPONSIBILITY IN CONTRACTUAL RELATIONS BETWEEN BANKS AND CUSTOMERS FOR CREDIT AGREEMENTS (DECISION STUDY NUMBER: 964/Pdt.G/2025/PN.Mdn)

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Legal responsibility.

ABSTRACT

This research aims to analyze legal responsibility in contractual relations between banks and customers regarding credit agreements and examine the judge's considerations in Decision Number 964/Pdt.G/2025/PN.Mdn at the Medan District Court. The problem stems from a default in the Home Ownership Credit (KPR) agreement between the debtor and PT Bank Tabungan Negara (Persero) Tbk which resulted in bad credit and demands for repayment of the remaining debt along with the execution of collateral rights dependants. The research method used is normative legal research with a legislative, conceptual and case approach. The results showed that the legal relationship between banks and customers is based on a valid agreement according to the Civil Code and is binding on the parties as law. The panel of judges considered that the debtor was found to have defaulted on the fact that it did not fulfil the obligation to pay the instalments in accordance with the agreement, and was thus punished to pay off the remaining obligations together with interest and fines and to give the creditor the right to execute the security. The ruling reflects the application of the principles of legal certainty and legal protection in the practice of banking credit agreements.

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1. INTRODUCTION

In everyday life the word credit is not a foreign word to our society. The word credit is not only known to people in big cities, but even in rural areas the word credit is very popular. The term credit comes from Greek credere which means trust (truth or faith). Therefore the basis of credit is trust. A person or entity that provides credit (creditor) believes that the recipient of credit (debtor) in the future will be able to fulfill everything that has been promised. The definition of a loan (credit) according to Banking Law Number 7 of 1992 as amended by Law Number 10 of 1998 is the provision of money or bills that can be equated with it, based on an agreement or agreement between the bank and another party which requires the borrower to pay off his debt after a certain period of time with the amount of interest, compensation or distribution of profits.

The contractual relationship between banks and customers in credit agreements is an important aspect of banking law in Indonesia, which is regulated by the principles of treaty law as stated in the Civil Code (KUHPerdata). Credit agreements involve providing funds by banks to customers in exchange for repayment along with interest, where both parties have mutually binding rights and obligations.

According to article 1313 of the Civil Code. "An agreement of consent is an act by which one or more persons bind themselves to one or more other persons." The elements contained in article 1313 of the Civil Code are: a) The existence of an action; b) This action is carried out by two or more people/parties and; c) There is an engagement between two people/parties or more.

A contract or agreement must fulfill the requirements for the validity of the agreement, namely agreement, ability, certain things and a halal cause, as specified in the Civil Law Law. By fulfilling the four conditions for the validity of the agreement, an agreement becomes valid and legally binding for the parties who make it.

In this regard, the agreement carried out is a formal agreement, namely an agreement made in accordance with certain forms, meaning that the agreement must be entered into in writing, such as a credit agreement between the bank and the customer. Thus, the customer as a prospective debtor only has a choice between accepting the entire contents of the clause of the agreement or not being willing to accept part or all of the standard contract.

Prospective customers are not given the opportunity to discuss further the contents or clauses proposed by the bank, in order to get what they hope for, namely getting credit. balanced position.

As a credit provider, banks have a credit risk in the form of bad credit if the debtor is unable or no longer willing to pay installments or interest according to the agreement. This has the potential to cause losses to bank funds. In addition to the risk of bad credit, banks also run the risk of breaking the law if they are found to have intentionally included a clause against the debtor in the credit agreement. For example, the clause that the bank has the full right to freeze or terminate credit unilaterally without prior notification to the debtor.

In treaty law, the theoretical fulfillment of rights and obligations must always be balanced. This means that each agreement must not involve any irregularities in the determination of rights and obligations. All the contents of the agreement must not be mutually detrimental or unilateral; the contents of the agreement must be able to represent the rights and obligations of the parties in a balanced manner.

In bank credit agreements, credit interest is placed as the main source of income, so it is not surprising that the Bank relies on its income from providing credit. The size of a bank's income depends largely on profits from credit interest distributed to debtor customers. Therefore, customers who receive credit must of course agree to pay the interest amount determined by the creditor bank.

The liability of the insurer in the credit agreement is limited to the debt he bears, in which case the position of the insurer is the same as that of the debtor. Therefore, the insurer can be charged to pay the debtor's debt.

According to Hendermin Djarab, resolving bad credit depends on the culture of the community in the case, as currently very effective efforts to resolve bad credit are for the parties to try seriously to resolve the case. In field research, what is usually carried out in resolving bad loans is negotiations carried out by the parties.

The problem in Decision Number 964/Pdt.G/2025/PN.Mdn at the Medan District Court focuses on credit agreement disputes between banks as creditors and customers this case began with the legal relationship between the Home Ownership Credit (KPR) agreement between PT Bank Tabungan Negara (Persero) Tbk as a creditor and the debtor based on the Credit Agreement dated 10 December 2013. In its implementation, the debtor did not fulfill the obligation to pay the installments as agreed even though several subpoenas had been given, so the credit was declared bad. As a result of the default, the bank filed a lawsuit at the Medan District Court to demand payment of all remaining debt along with interest and fines, and asked for the authority to execute collateral in the form of land and buildings that had been encumbered with mortgage rights.

The aim of this research is to legally analyze legal responsibility in contractual relations between banks and customers for credit agreements, especially regarding the implementation of rights and obligations in Decision Number 964/Pdt.G/2025/PN.Mdn at the Medan District Court. In addition, this study aims to examine the form of debtor default, the basis for judge's consideration in granting a creditor's claim, as well as the exercise of the right to security execution under the provisions of civil law and the Mortgage Rights Act, in order to provide legal certainty and protection for the parties to a credit agreement.

2. RESEARCH METHODS

The type of research used is Normative Research or also called doctrinal legal research. Normative legal research is law that is carried out by examining library materials or secondary data, to find truth based on the logic of legal science from the normative side. By using an approach systematics law, legislative approach, and conceptual approach, which is carried out by identifying the main/basic meanings in law, pay attention structure hierarchy of legislation, application of legal norms or rules.

The data sources used in this research are revealed data and secondary data which includes primary legal material, secondary legal material and tertiary legal material. The analysis of this research uses the law of qualitative data analysis, so the data is analyzed qualitatively, where the analyzer starts from the analysis statute approach apart from that, it can also be combined with approach others used in research.

The data collection tools used in this study were with Library studies (library research) by collecting literature study data directly by visiting bookstores, libraries (both on and off the campus of the Muhammadiyah University of North Sumatra), and document studies (documentary research) done by searching via internet media.

3. RESULT AND ANALYSIS

Form of Contractual Relationship Between Banks and Customers in Credit Agreements

The most important and common relationship between banks and customers is a contractual relationship. This applies to almost all customers, whether debtor customers, depositor customers, or non-debtor-non-depositor customers. For the debtor customer, the contractual relationship is based on a contract made between the bank as a creditor (funder) and the debtor (fund borrower).

Guarantees for creditors (Creditors) are vital for the security of refunds given to Creditors and legal certainty. Activities which ultimately require credit facilities in their business require collateral for the provision of credit, for the security of capital and legal certainty for the capital provider. A guarantee is something given to a creditor to provide confidence that the debtor will fulfil the obligations that can be assessed with money arising from an obligation.

The contract law on which banks' relations with debtor customers are based derives from the provisions of the Civil Code provisions on contracts (third book). This is because, according to Article 1338 (1) of the Civil Code, all agreements legally concluded have the same force as the law for both parties.

The basis of the legal relationship between banks and customers is a contractual relationship. Once a customer sets up a contractual agreement with a bank, the agreement that arises is an agreement (agreement). If on a contractual basis it refers to the Civil Code (Civil Code) or Commercial Code (KUHD) then no regulation is found regarding the contractual relationship between banks and depositor customers of funds and the figure (deposit) of funds.

The relationship between banks and customers is based on the two most related elements, namely: law and trust. Based on the two main functions of a bank, namely the function of deploying funds and distributing funds, there are two legal relationships, namely: a) Legal relationship between banks and depositor customers; b) Legal relationship between the bank and the debtor's customer

The agreement entered into by the parties stipulates the admissibility of the legal obligation to be performed by the parties. Agreements binding on the parties apply as law to the parties who make them. This legal relationship occurs due to legal events in the form of agreement actions, for example, buying and selling; rent; debts; and granting power of attorney.

Judging from its form, banking credit agreements generally use standard forms of agreement (standard contracts). In this regard, in practice the form of the agreement has been provided by the bank as a creditor, while many debtors study and understand it well. Such agreements are usually called standard agreements (standard contracts).

Freedom of contract, which is an agreement, implicitly provides guidance that in contracting the party is assumed to have an equal position. That thing occurs in credit agreements between banks and customers of the same position and the same position because the bank and the customer are the subject of the credit agreement. With the implementation of the balance system in credit agreements, it is hoped that fair and balanced contracts will emerge for the parties, but in practice there are still many standard contract models (standard contracts) that tend to be considered one-sided, unbalanced and unfair.

Credit managed with the principle of prudence will place the quality of the Performing Loan credit so that it can provide large income for the Bank. Thus, the success of credit management work units such as the Credit Section, Credit Section or Credit Division in maintaining credit quality in the form of smooth interest and principal payments is a large contribution to the success of a bank.

From the legal relationship formed between banks and customers, there are four basic principles that underlie it as stated by Nindyo Pramono, apart from that, these four basic principles also explain the nature of the relationship between banks and depository customers, namely:

a. Trust principles (Fiduciary Relations Principle)
   The principle of trust is a principle which states that a bank's business is based on a relationship of trust between the bank and its customers. Banks primarily work with funds from the public that are deposited with them on the basis of trust, so each bank needs to continue to maintain its health while maintaining and maintaining public trust in it.
b. Precautionary principle (Prudential Principles)
   The Precautionary Principle is a principle which states that banks in carrying out their functions and business activities are obliged to apply the Precautionary Principle in order to protect public funds entrusted to them.

c. Principle Confidentiality (Secrecy Principle)
   This secrecy is in the bank's own interests because banks need the trust of the public who keep their money in the bank. In contrast to customer deposits where banks are required to maintain customer confidentiality, for credit loans themselves in practice banks do not implement the principle of confidentiality, in fact if a customer makes a loan, the bank will immediately be able to provide information about the debtor.
d. Principle of knowing customers (Know Your Customer Principles)
   The principle of knowing customers is a principle applied by banks to recognize and determine the identity of customers, monitor customer transaction activities including reporting any suspicious transactions.

Relations between banks and depositary customers in banking practice are the construction of legal relationships or lending and borrowing agreements, especially money lending agreements with interest as in Article 1754 Burgelijk Wetboek (WB). The relationship between the bank and the depositary customer is inappropriate if it is a deposit agreement relationship as in Article 1792 Burgelijk Wetboek (WB).

Freedom of contract can create a balance in making agreements because this principle can only achieve its goal, namely bringing about optimal prosperity, if both parties do not have it bargining position. In reality, this often happens so that the state needs to intervene to protect the weak.

Based on the thoughts of Adam Smith and Jeremy Bentham, regarding freedom of contract as a reflection of the development of free market understanding with classical economic theory basing its thinking on the teachings of natural law, the same thing became the basis for Jeremy Bentham's thinking, known as Utilitarianism. Both believe in individualsism as a value and mechanism social and freedom of contract are considered one of the general principles.

The bank credit agreement does not seem like a partnership relationship that requires each other, but it can be seen that the parties are forcing each other's will. For the weak and middle class of economic entrepreneurs, carrying out such agreements is not very demanding, whereas when dealing with the strong economic group of entrepreneurs, the debtor often gives in for the enormous profits he will get later. Whereas in law agreements must be concluded and implemented in good faith in the context of partnership relations and thus only in making and implementing credit agreements.

An agreement between the bank and the customer will create a debt and receivable relationship. Where the debtor has an obligation to pay off all its debts that have been agreed upon by the creditor based on terms and conditions agreed both sides party. Treaty this credit has function as an agreement main thing, namely that the agreement can be void or not other agreements who followed. Besides that, covenant it's used as tools evidence regarding rights limitations as well obligations between creditors and debtors.

In agreement credits are explained regarding the period time, guarantee as well as types of credit given by bank. However, in practice customers have received loans credit from banks don't everything can be returned with term that time agreed. With the problem, the customer has suffered a promise and has not fulfilled his obligations as a debtor against creditors this is called default or breaking a promise.

Judge's Considerations in the Decision 964/Pdt.G/2025/Pn.Mdn

The basis for judges' considerations in handing down court decisions needs to be based on theory and research results that are interrelated so that maximum and balanced research results are obtained in a theoretical and practical order. One effort to achieve judicial legal certainty, where the judge is a law enforcement officer through his decision can be a benchmark for legal certainty.

A judge is required to enforce law and justice impartially. The judge in providing justice must first examine the truth of the incident and relate it to applicable law. After that, the judge can only hand down a decision regarding the incident.

The main topic of this study is civil matters relating to default, the case raised here is the District Court Medan Number 964/Pdt.G/2025/PN.Mdn. The problem in this case stems from the legal relationship between PT Bank Tabungan Negara (Persero) Tbk Medan Branch Office as creditor and Ardaniah as debtor in the BTN Platinum Home Ownership Credit (KPR) facility based on Credit Agreement Number 000032013111000020 dated 10 December 2013. In this agreement, the Defendant obtained a loan of IDR 252,800,000.00 with a term of 15 years and guaranteed a plot of land and buildings that had been encumbered with mortgage rights.

Over time, the debtor does not perform its obligation to pay the instalments as agreed, and is even recorded as being in arrears for a long period of time until the credit is categorized as bad credit. Even though the bank had provided several warning letters (somations), the Defendant still did not pay off his obligations. As a result of this negligence, the bank filed a default lawsuit at the Medan District Court to demand payment of all remaining debt along with interest and fines, as well as asking for the right to execute collateral tied to Mortgage Rights.

Thus, the crux of the matter in this case is the non-fulfilment of the obligation to pay credit instalments by the debtor which gives rise to a dispute of default between the bank and the customer.

In Decision Number 964/Pdt.G/2025/PN Mdn, the Panel of Judges at the Medan District Court considered:

a. Considering that based on evidence from P-1 to P-5 it is proven that there is a legal relationship between debts and receivables as well as a guarantee in the form of a Certificate of Ownership Rights Number 4145 which has been encumbered with Mortgage Rights;
b. Considering that based on P-6 evidence it is proven that the amount of the Defendant's outstanding obligations is IDR 913,438,061.00 (nine hundred thirteen million four hundred thirty-eight thousand sixty-one rupiah);
c. Considering that the Defendant's actions in not carrying out his obligation to pay credit installments as agreed fulfill the elements of default as intended in Article 1238 of the Civil Code;
d. Considering that because the default was proven, the Defendant should be punished for paying all his credit obligations to the Plaintiff and giving the Plaintiff the right to execute collateral in accordance with the provisions of the Mortgage Rights;
e. Considering that other claims such as dwangsom and uitvoerbaar bij voorraad will be considered based on the propriety and applicable legal provisions.

Therefore, the element of default as stipulated in the Civil Code and agreed in the contract has been fulfilled. As for the claim for provisions in the form of a security deposit, the Panel refused because the procedures and the payment of the penalty for the confiscation fee were not met. Thus, the Claimant's claim was considered to be legally well founded and could be granted in part in accordance with the evidence presented at the hearing.

So, a default carried out by a debtor causes a legal effect/legal responsibility/legal sanction that he must accept, there are 4 (four) types, namely:

a. The debtor is required to pay the losses suffered by the creditor or what is called paying compensation;
b. Cancellation of the agreement or also called termination of the agreement;
c. Risk switching;
d. The debtor is obliged to pay the costs of the proceedings if they arrive at the court proceedings, and the debtor is found to have defaulted.

Debt secured by a security right is any debt, whether arising from a debt agreement, such as bank credit debt, or debt arising from another agreement, such as in a sale and purchase where the price has not been paid, but the goods have been handed over to the buyer.

According to Mariam Darus Badrulzaman, with legal consequences, the debtor can bear if the obligation is not fulfilled or it is called a default, which can take the form of compensation or compensation, and interest. Costs are all expenses and real costs that have been incurred by the creditor.

If an agreement has been made under article 1320 of the Civil Code, the consequence is that the agreement applies as law to the parties as contained in 1338 paragraphs (1) of the Civil Code. If one of the parties does not carry out achievements in accordance with what was agreed is called default.

Default is: "Implementation of an agreement that is not timely or carried out inappropriately or not implemented at all." In general, default is: "A situation where a debtor (debtor) does not fulfill or carry out achievements as stipulated in an agreement". Default occurs if one of the parties does not fulfill the obligations set out in the agreement, whether the agreement arises due to the agreement or the law. Default may occur either intentionally or unintentionally. Inadvertently, this default can occur because they are unable to fulfill this achievement or are also forced not to carry out this achievement.

In the implementation of an agreement, if a situation occurs, where the debtor (obligated party) does not carry out achievements (obligations) that are not due to coercive circumstances, the debtor will be asked for compensation.

Likewise, loss is all negative consequences that befall the creditor which result in recklessness of the debtor or real losses obtained or obtained when the agreement has been entered into, which result in a break of promise. Interest is the profit expected but not obtained by the creditor.

There are two ways to determine the starting point for calculating compensation, namely as follows:

a. If the term is not specified in the agreement, compensation payments begin to be calculated from the time the party has been declared negligent, but neglects it.
b. If the agreement has determined a certain period of time for payment of compensation starting to be calculated from the time the specified period is exceeded.

Apart from the default being caused by unforeseen circumstances or beyond the debtor's ability, to be exempt from compensation for losses due to the default, the debtor must not be in bad faith, he is still burdened with paying the loss.

Based on this description, it can be said that the contractual relationship between the bank and the customer in the credit agreement is a legal relationship that places the customer's position very weak, because only the bank

regulates all aspects of the credit agreement on its own terms and the customer is sure that after he signs the credit agreement he is bound by the agreement contained in the agreement.

4. CONCLUSION

By results discussion it can be concluded that the legal relationship between the bank and the customer in the credit agreement is a contractual relationship subject to the principle of freedom of contract and the principle of pacta sunt servanda as stipulated in the Civil Code. In Decision Number 964/Pdt.G/2025/PN.Mdn, the judge stated that the debtor was proven to have committed default because he did not fulfill his obligation to pay installments according to the credit agreement that had been agreed upon. As a legal consequence, the debtor is required to pay off the remaining debt along with interest and fines, and to give the creditor the right to execute the security object of the Mortgage Rights. The ruling confirmed that legal certainty and legal protection were the main basis for the resolution of credit agreement disputes in court.

5. REFERENCES

[1] Abdullah, Thamrin, and Sintha Wahjusaputri. 2018. Banks & financial institutions. Jakarta: Media Discourse Partners
[2] Emirzon, Joni, and Muhamad Sadi Is. 2021. Contract Law. Jakarta: Kencana
[3] Fuady, Munir. 2015. Concept of Civil Law, Cet. 2nd, Jakarta: PT. RajaGrafindo.
[4] Miru, Ahmadi, and Sakka Pati. 2013. Law Engagement: Explanation of the meaning of Article 1233-1456 BW. Jakarta PT. RajaGrafindo Persada
[5] Nurhilmiyah. 2020. Civil Law. Field: CV. Multi Global Makmur
[6] Ramlan, T. E., & Prime, H. S. 2023. Method legal research in the making scientific work. First Printing. Field: UMSUPress.
[7] Suharnoko. 2009. Law of Treaties: Theory and Case Analysis. Jakarta: Kencana
[8] Sutarno. 2003. Legal Aspects Credit to Banks. Bandung: Alphabet
[9] Trisadini, Abd. Shomad. 2017. Law Banking. Depok: Kencana
[10] Abbas, Mohamad Nur Muliatno. "Abuse of internal circumstances standard contract credit agreement bank." Gorontalo Law Review. 2020 : 188-204.
[11] Akbar, Muhammad. "Analysis of Debt Default Acts Receivable." Juripol. (Institutional Journal Ganesha Polytechnic Medan), Vol 5. No. 2. 2022 : 331-340.
[12] Chalim, Fatimah. "The Legal Relationship Between Banks and Fund Depository Customers According to Law Banking." Lex Et Societatis Vol 5. No 9. 2017 : 120-127.
[13] Hamin, Mohammad Wisno. "Protection law for bank customers (debtors) as consumers using bank services against risks in credit agreements bank." Lex Crimen Vol 6. No.1. 2017 : 149-520.
[14] Kermite, Jeany Anita. "Responsibility Bank Contractual in Agreement Credit Linked to Effort Credit Prevention of Bad Links." Lex Privatum Vol 2. No 2. 2014: 155-607.
[15] Lubis, Andi Hakim, and Mhd Hasbi. "Legal Considerations of Judges in Setting a Decision in Criminal Case Trial." Madani: Journal Multidisciplinary Scientific Vol 1. No. ..... 12. 2024 : 356-360.
[16] Lubis, MSY. "Buying and Selling Land Titles Those Burdened with Mortgage Rights", IURIS STUDIA: Journal of Legal Studies, Volume 5. No. 2. 2024: 281-292.
[17] Nuralisha, Marsheila Audrey, and Siti Mahmudah. "Juridical Review Legal Responsibility in Banking Credit Agreement If Default Debtor." AL-MANHAJ: Journal of Islamic Law and Social Institutions Vol 5. No 1. 2023 : 277-290.
[18] Sinaga, Niru Anita, and Nurlely Darwis. "Default and Consequences Within agreement implementation." Partner Journal Management, Vol 7. No. 2. 2015.
[19] Sitti Mutmainnah Mutiara Usup, Berlian Manoppo, Roy Ronny Lembong. (2022). "Bank Existence in the System Credit Distribution for the Community". Lex Privatum, Vol. X No. 1
[20] Medan District Court Decision Letter Number 964/Pdt.G/2025/PN.Mdn
[21] Banking Act No. 7 of 1992 as amended by Law Number 10 of 1998
[22] Heylaw (2024) Legal Risk in Bank and Debtor Credit Agreement from Consumer Protection Aspect, https://heylaw.id/blog/risiko-hukum- in-bank-credit-agreements-and-debtor-of-the-protection-facet consumer Accessed on the 31st october 2025, 19.13 WIB
[23] Kanaidi Ken "Legal Relations of Banks and Customer", https://www.slideshare.net/slideshow/huflower-law-bank-and-customer-material-training-credit-banking/186724173 Accessed on october 30, 2025, 00.01 WIB
[24] Theoretical Foundations, "Principles in banking (Trust, prudence, confidentiality, knowing customers), https://www.landasanteori.com/2015/10/principles-in-banking-trust Accessed February 26, 2026, 22:33 WIB.

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PENA CENDEKIAN INSANI

Number : 1364/PCI/IJCSS/03/2026
Regarding: Letter of Acceptance of Journal Publication Manuscript

The Editor-in-Chief of IJCSS Journal Pena Cendekia Insani explained that:

Authors : **Nora Salsabillah[1], Nurhilmiyah[2]**
Institution : **Faculty of Law, University of Muhammadiyah North Sumatra**
Article Title : **Legal Responsibility in Contractual Relations Between Banks and Customers for Credit Agreements (Decision Study Number: 964/Pdt.G/2025/PN.Mdn)**

Has written an article in the IJCSS journal: International Journal of Cultural and Social Science. After going through the review process, the article was declared accepted and will be published in IJCSS: International Journal of Cultural and Social Science in Vol. 7 Number 2 of 2026.

Thus this statement letter is issued to be used as needed, for your attention and good cooperation we thank you.

Medan, March 3, 2026
Editor,

PENACENDEKIAINSANI

Faisal Muhammad

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Panitia Ujian Sarjana Strata-I Fakultas Hukum Universitas Muhammadiyah Sumatera Utara, dalam sidangnya yang diselenggarakan pada hari Sabtu, 18 April 2026, Jam 08.30 WIB sampai dengan selesai, setelah mendengar, melihat, memperhatikan, menimbang:

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NAMA	**:**	**NORA SALSABILLAH**
NPM	**:**	**2206200047**
PRODI/BAGIAN	**:**	**HUKUM/HUKUM PERDATA**
JUDUL JURNAL	**:**	**TANGGUNG JAWAB HUKUM DALAM HUBUNGAN KONTRAKTUAL ANTARA BANK DAN NASABAH TERHADAP PERJANJIAN KREDIT (Studi Putusan Nomor: 964/Pdt.G/2025/PN.Mdn)**

Dinyatakan:

(A) Lulus Yudisium dengan Predikat Istimewa
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( ) Tidak Lulus

Setelah lulus, dinyatakan berhak dan berwenang mendapatkan gelar Sarjana Hukum (SH) dalam Bagian Hukum Perdata.

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JUDUL JURNAL	:	**TANGGUNG JAWAB HUKUM DALAM HUBUNGAN KONTRAKTUAL ANTARA BANK DAN NASABAH TERHADAP PERJANJIAN KREDIT (Studi Putusan Nomor: 964/Pdt.G/2025/PN.Mdn)**

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Lulus, dengan nilai **A**, predikat **Istimewa**

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Ditetapkan di Medan
Tanggal, 18 April 2026

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JUDUL JURNAL	:	**TANGGUNG JAWAB HUKUM DALAM HUBUNGAN KONTRAKTUAL ANTARA BANK DAN NASABAH TERHADAP PERJANJIAN KREDIT (Studi Putusan Nomor: 964/Pdt.G/2025/PN.Mdn)**
NAMA	:	**NORA SALSABILLAH**
NPM	:	**2206200047**
PRODI/BAGIAN	:	**HUKUM / HUKUM PERDATA**

Jurnal tersebut di atas telah diujikan oleh Dosen Penguji Fakultas Hukum Universitas Muhammadiyah Sumatera Utara pada hari Sabtu Tanggal 18 April 2026.

Dosen Penguji

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Dengan diterimanya Jurnal ini, sesudah lulus dari Ujian Jurnal penulis berhak memakai gelar:

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Disetujui Untuk Disampaikan Kepada
Panitia Ujian Jurnal

Medan, April 2026

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Judul Jurnal : TANGGUNG JAWAB HUKUM DALAM HUBUNGAN KONTRAKTUAL ANTARA BANK DAN NASABAH TERHADAP PERJANJIAN KREDIT (Studi Putusan Nomor: 964/Pdt.G/2025/PN.Mdn)

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Medan, April 2026
Saya yang menyatakan

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NO.	TANGGAL	MATERI BIMBINGAN	TANDA TANGAN
1	04 agustus 2025	Pengajuan Judul	
2	04 agustus 2025	Acc Judul	
3	10 November 2025	Bimbingan proposal	
4	11 November 2025	Acc proposal	
5	08 April 2026	Bimbingan Jurnal	
6	03 Maret 2026	Submit manuskrip ke OJS	
7	03 Maret 2026	Revisi hasil review	
8	03 Maret 2026	LoA dari editor	
9	01 April 2026	Artikel terbit Acc untuk disidangkan	

Mahasiswa dengan data dan judul tersebut di atas, telah melalui proses pembimbingan dan telah dilakukan pemeriksaan terhadap daftar Pustaka, oleh karena jurnal tersebut disetujui untuk diujikan.

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