

SETTLEMENT OF CIVIL DISPUTES BETWEEN CUSTOMERS WITH BANK THROUGH BANKING MEDIATION (Case Study of Bank Al Washliyah Medan)

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Keywords	Abstract. A conflict can originate from the engagement or outside the engagement. Conflicts originating from the engagement arise when one of the parties to the agreement defaults or denies the contents of the agreement. One party views that the contents of the agreement must be fulfilled, the other party views that the provisions or contents of the agreement can be denied. So according to the title I researched, namely "Civil Dispute Resolution Between Customers and Banks Through Banking Mediation" who conducted a case study at Bank Al-Washliyah Medan. The problems discussed in this study are what causes banking disputes at Bank Al Washliyah Medan? What is the procedure for resolving disputes between customers and banks through the banking mediation process at Bank Al Washliyah Medan? And how is the legal protection for bank customers through mediation at Bank Al Washliyah Medan?. This research method uses normative legal research which is legal research conducted by examining library materials or secondary data. The data collection technique was carried out by interview and documentation, then to analyze the data used a qualitative approach, namely by analyzing the data in depth and then interpreting it.
Dispute Resolution, Customer, Bank, Mediation.	
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1. INTRODUCTION

In general, a civil dispute is a civil case that occurs between the disputing parties in which it contains a dispute that must be resolved by both parties. Civil cases (applications for determination) which do not contain disputes are not included in the definition of disputes because the application for determination of a right is intended to strengthen the existence of the applicant's rights. Many civil disputes occurred and became a crucial issue with the sustainability of the civil pattern in Indonesia. These things show that civil law can be said to always have an impact which is a problem faced by both the community and the government that regulates and designs and oversees the legislation itself. On one side, Civil disputes can be interpreted as horizontal conflicts that are experienced by many people, one of which is civil disputes between customers and banks. The emergence of a dispute stems from a conflict caused by a conflict or difference in the interests of one party with another party. In social life, each individual has interests that are different from one another, sometimes these interests conflict with each other and can lead to disputes. In order to attract customers to deposit funds in the bank, there are several activities aimed at attracting customers' attention such as holding sweepstakes, offering prizes, promoting attractive advertisements, offering interest, and more attractive fees.

Banking institutions as one of the financial institutions have a strategic value in the economic life of a country. The institution is intended as an intermediary between parties who have excess funds with parties who lack funds. Therefore, banks will be engaged in credit activities, and the various services provided, banks serve financing needs and launch mechanisms payments for all sectors of the economy. Banking law is a collection of regulations the person who regulates the activities of a bank financial institution covering all aspects, in terms of its essence and existence, as well as its relationship with other areas of life. Banking law is because it forms a complex whole, consisting of parts that are related to each other, and these parts work together to achieve the main goal of the unity.

Banking is one of the pillars in Indonesia's economic development. The milestones in the birth

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of the Banking Law began to be ratified since the enactment of Law Number 14 of 1967 concerning Banking Principles which was amended by Law Number 7 of 1992 concerning Banking and subsequent amendments were made with the enactment of Law Number 10 of 1998 concerning Amendments Based on Law Number 7 of 1992 concerning Banking.

In carrying out the function of banking institutions as intermediaries for parties who have excess funds with parties who lack funds, it creates a legal relationship between banks and customers. Connection⁷⁰This intertwined person can cause a friction which if not resolved can turn into a dispute between the customer and the bank. Disputes can occur because there is no common ground between the disputing parties. This dispute can occur because of a feeling of dissatisfaction where there are parties who feel aggrieved and then this feeling of dissatisfaction becomes an unresolved conflict of interest, causing a conflict. To maintain relationship⁷⁰the relationship between the bank and the customer, it is not an exaggeration if the banking world must in such a way maintain the trust of the public by providing protection⁷⁰public interest, especially the interests of the customers of the bank concerned. In other words, in order to avoid the possibility of public distrust of the banking world, which is currently intensively expanding to find and attract customers, protection⁷⁰legal advice for customers against the possibility of loss is very necessary. In the implementation of banking business activities, customers' rights often cannot be implemented properly, causing friction between customers and the bank which is indicated by the appearance of customer complaints. If this customer complaint cannot be resolved properly by the bank, it has the potential to become a dispute or dispute which in the end will be able to harm the customer and or the bank.

In the banking world, a simple, fast and cheap dispute resolution is needed. Banking as one⁷⁰okum⁷⁰at financial services which are the heart or motor of the economy⁷⁰okum⁷⁰and which relies on public trust (fiduciary financial institutions). To implement the vision and mission in order to protect the interests of customers, Bank Indonesia has issued various regulations. One of the protections for customer rights issued by Bank Indonesia through Bank Indonesia Regulation (PBI) Number: 8/5/PBI/2006 concerning Banking Mediation.

As amended by Bank Indonesia Regulation Number 10/1/PBI/2008 concerning Amendment to Bank Indonesia Regulation Number 8/5/PBI/2006 concerning Banking Mediation. Banking Mediation is one of the⁷⁰okum⁷⁰ative dispute resolution offered by the bank in resolving disputes or disputes that occur between banks and customers. The presence of banking mediation can basically bridge the interests of banks and customers so that they can resolve problems⁷⁰okum that's going well.

The existence of this banking mediation institution is a form of protection for consumers. This is a policy step that will be implemented by Bank Indonesia (BI) as contained in the Indonesian Banking Architecture. Umbrella⁷⁰The law on banking mediation is still being questioned by various experts⁷⁰okum. In addition, the independence of Bank Indonesia as the executor of the banking mediation function is still being questioned until the formation of an independent banking mediation institution.

2. METHOD

Research comes from the words re and search, which can mean looking back. The intended search is a search for correct (scientific) knowledge, because the results of this search will be used to answer certain problems. In other words, research is a search effort that has educational value. The type of research used is a combination of normative juridical research. Normative juridical research is legal research conducted by examining library materials or secondary data. The data analysis used in this study is qualitative analysis, namely data processing techniques carried out in order to describe or discuss research results with conceptual and theoretical analysis approaches.

3. RESULTS AND DISCUSSION

In Indonesia, there is a very important (significant) development in terms of the development of regulations governing banking business activities, namely the issuance of Law Number 7 of 1992 concerning Banking which began to use the principle of profit sharing as regulated in Article 1 paragraph (12) concerning the definition of credit. This law is the gateway to starting the use of sharia

principles in banking business activities in Indonesia, it's just that it still uses unclear (implicit) sentences, namely using the phrase "reward or profit sharing".

After the amendment to Law Number 7 of 1992, namely the issuance of Law Number 10 of 1998 concerning Banking, which more clearly (explicitly) mentions financing based on sharia principles as regulated in Article 1 paragraph (12) and (13) regarding the definition of Financing Based on Sharia Principles and Sharia Principles. Thus, in the banking world, Indonesia uses two banking systems (dual banking system), namely conventional banks that use interest in their business activities and Islamic banks that use sharia principles with a loss and profit sharing system.

According to Law Number 10 of 1998, a bank is a business entity that collects funds from the public in the form of savings and distributes them to the public in the form of credit and/or other forms in order to improve the standard of living of the people at large. While the function. The main function of the bank is to collect funds from the public and channel them back to the community for various purposes or as a financial intermediary. Banking disputes are disputes between consumers and financial service institutions in banking activities. Basically disputes and disputes in various business activities are something that is not expected because it will cause harm to the disputing parties. However, sometimes disputes cannot be avoided due to misunderstandings, violations of laws, broken promises, conflicting interests and or losses to one of the parties.

In Bank Indonesia regulations a dispute is defined as a problem submitted by a customer or customer representative to a banking mediation provider, after going through the complaint settlement process by the bank as regulated in Bank Indonesia Regulation concerning Settlement of Customer Complaints. The definition contains a subjective element, namely a dispute between the customer and the bank, but is not clear about the objective element. Article 8 number (4) of the Bank Indonesia Regulation has only obtained a little clarity regarding the objective element of the dispute, namely the civil dispute. Meanwhile, Article 6 provides a limit on the value of the object of dispute, namely a maximum of Rp. 500,000,000,- there is relatively no significant debate about a pure civil dispute as an object of mediation.

Several causes of banking disputes must be considered carefully by the parties. The parties who will enter into an agreement must be careful and clearly understand the formulation of the contract or agreement to be made, so that disputes between the parties can later be avoided. According to Amran Suadi, the dispute occurred because the contract agreement was not implemented due to:

1. The parties are less careful or less careful when conducting preliminary negotiations.
2. Does not have the expertise to construct norms
3. a definite, fair, and efficient contract.
4. Less able to observe the potential risk that will occur or consciously allow the potential to occur.
5. Not honest or trustworthy.

The relationship between the bank and the customer is contained in a contractual relationship which is based on contract law. When a customer establishes a contractual relationship with the bank, the bond that exists is on the basis of an agreement. When viewed in the context of structure, banks and debtor customers have an equal position. A contractual relationship is a relationship according to the agreement and in accordance with the agreed contract. Where this relationship is based on a contract between two or more parties involved in cooperation which results in an agreement or agreement between parties that has legal force.

The role of mediation in banking disputes between customers and banks is to achieve equality between the parties to the conflict, which can be resolved internally. The focus of mediation is the interest of each party, for example: the disputing parties are business people, so the focus is business interest. The decision makers in mediation are the parties themselves, the mediator does not take the role of deciding and the solution is non-confrontational, where the parties communicate together to reach an agreement, focusing on how to solve the problem by paying attention to their respective interests. respectively..

According to Bank Indonesia regulation Number 8/5/PBI/2006, Banking Mediation is an alternative settlement involving a mediator to assist the disputing parties to reach a settlement involving

a mediator to assist the disputing parties to reach a settlement in the form of a voluntary agreement. of part or all of the disputed issues.

Matters that can be submitted in Banking Mediation are:

- 1) The customer or the customer's representative may submit an attempt to resolve the dispute through mediation to Bank Indonesia if the customer is dissatisfied with the settlement of the customer's complaint;
- 2) Disputes that can be submitted for settlement are civil disputes arising from financial transactions that have a financial claim of a maximum of Rp. 500,000,000 (five hundred million rupiah). The customer cannot file a financial claim resulting from an immaterial claim;
- 3) The submission of dispute resolution does not exceed 60 (sixty) working days from the date of the complaint settlement letter submitted by the bank to the customer;
- 4) The implementation of the mediation process since the signing of the mediation agreement until the signing of the deed of agreement by the parties is carried out within 30 working days and can be extended for the next 30 days based on the customer's agreement with the Bank;
- 5) The deed of agreement may contain a complete agreement, partial agreement, or non-achievement of agreement or disputed cases.

There is a Mediation process from the Bank to the customer through deliberation, discussing how the solution will be resolved. Bank Al-Washliyah continues to hold a deliberation process first and indirectly through legal channels if consensus deliberation can resolve disputes. If the deliberation process cannot answer the problem, then it is with a heavy heart to resolve it through the existing legal process. In resolving disputes through Mediation, this is a form of meeting before being processed through applicable legal procedures. Looking for a point where to resolve the dispute proportionally so as not to cause harm between the Bank and the Customer and not burdensome even though it is basically problematic and burdensome what are the consequences of the financing. If not resolved then the only way must be completed to the dependents. The settlement of banking disputes through Mediation Regulations and Procedures Number 07/LAPSPI-PER/2015, from the aspect of mediation that no agreement is reached, is stipulated in Article 18, the paragraphs of which are as follows:

- a. The mediator declares the mediation has ended without settlement and immediately reports the matter in writing to the management with copies of the parties, if: (a) After the lapse of time as referred to in Article 12, the mediation fails to reach an amicable settlement; (b) The mediator knows that in the dispute being mediated, it turns out to involve assets or assets or interests that are clearly related to other parties who are not parties to the mediation, so that it is impossible to make a peace that will be carried out properly; (c) One or more parties withdraw from mediation; (d) Mediation assesses that there is no good faith from one or more parties in mediation.
- b. Based on the circumstances as referred to in paragraph (1), the task of the mediator is completed, and then the dispute can be continued in other dispute resolution processes in accordance with Lex Privatum Vol. VI/No. 10/Dec/2018 43 agreements/agreements between the parties.
- c. Especially for mediation that goes through the LAPSPI arbitration as referred to in Article 6, the Management immediately submits a notification to the sole arbitration/arbitral tribunal that the mediation has been completed without reconciliation, with the intention that the single arbitration/arbitral tribunal can resume the arbitration process.
- d. In the event that mediation fails/does not succeed in obtaining a peace agreement, then all statements, confessions, documents, data, facts, correspondence, records and information that appear and are obtained during the mediation process are deemed to have never existed and cannot be used as evidence. in arbitration and district courts.

At the end of this case the court tried or decided that the court granted the plaintiff's claim in part with the versteek, declared that the confiscation was valid and valuable for the object in the form of a plot of land covering an area of 108 m (one hundred and eight square meters) and the building thereon, and declared that Defendants I and II had defaulted. and sentenced to pay the debt to the plaintiff as a form of debt repayment, then sentenced to pay fines/sanctions, pay lawyers, and pay court fees as a form of debt repayment.

4. CONCLUSION

In line with this, it can be concluded that legal protection still refers to the applicable laws, meaning that Bank Al-Washliyah is not arbitrary in resolving disputes, especially customers without paying attention to applicable laws and always providing tolerance for customers by providing opportunities for customers to seek a way out as long as the customer is productive and has good intentions.

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