

## Increasing People's Legal Literacy Regarding Collaterals and Risks

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### Abstrak

**Peningkatan Literasi Hukum kepada Masyarakat tentang Jaminan dan Resiko**

Maraknya kembali aksi meresahkan tentang penarikan objek jaminan secara sepihak oleh kreditur, membuat masyarakat menjadi resah dan takut untuk melakukan pembiayaan berbasis jaminan kebendaan. Aktifitas pengabdian masyarakat ini berujuan untuk meningkatkan literasi masyarakat terkhusus ibu-ibu TP PKK RT 06/03 Desa Sumbersekar terkait jaminan dan risikonya. Kegiatan pengabdian dilakukan dengan metode sosialisasi. Hasil kegiatan pengabdian menunjukan bahwa terdapat peningkatan pemahaman hukum masyarakat perihal jaminan dan risikonya, dan membuat masyarakat lebih berhati-hati dalam memilih bentuk jaminan yang akan digunakan dalam perjanjian dan memahami risiko terhadap perjanjian penjaminan yang dilakukan antara masyarakat dan perusahaan pembiayaan.

### Abstract

The resurgence of troubling actions about unilateral withdrawal of collateral objects by creditors, makes people restless and afraid to carry out financing based on treasury collaterals. This community service activity aims to improve community literacy, especially the mothers of TP PKK RT 06/03 Sumbersekar Village regarding collaterals and risks. Service activities are carried out by the socialization method. The results of the service activities show that there is an increase in the understanding of community law regarding collaterals and risks and makes the community more careful in choosing the form of collateral to be used in the agreement and understands the risks to the collateral agreement carried out between the community and finance companies.



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## BACKGROUNDS

The community's need for funding in terms of meeting daily consumption needs and managing a business is increasing as the economy improves. Funding needs of course can be met in one way, namely through borrowing and borrowing money. Today's digital era makes access to financing easier (Kusumawati et al., 2017). Before the digital era, financing known to the public based on Presidential Decree No. 61/1988 included *leasing, factoring, venture capital/capital ventures, securities trading, credit card business and consumer financing.* (Rahmat, 2003). The existence of the current digital era has given birth to a touch of technology in the existing financing business field, so the term *financial technology / fintech* was born.

Fintech is basically broader than financing, the scope of the field is wide. Currently, the services that fintech can provide include virtual accounts, electronic money, lending, aggregators, financing and other online financial transactions (Rizal et al., 2019). Focusing on the field of financing, the types of financing provided include peer to peer lending, supply chain finance and crowdfunding (Risna Kartika, 2020). *Peer to peer* lending adalah salah satu layanan fintech yang saat ini sangat marak di masyarakat. 70% pengguna fintech memakai layanan peer to peer lending (Risna Kartika, 2020). Based on data from the Financial Services Authority (OJK), as of April 2021, 146 fintech companies that provide peer to peer lending have been registered. (OJK, 2021). *Peer to peer lending* is a "Technology platform that digitally brings together borrowers who need capital with lenders who expect competitive returns." (Meline, 2018).

In society, this peer-to-peer lending service is referred to as online lending. Smartphones, which are almost owned by all telephone users in Indonesia, make online loans very close to the public. According to research conducted by previous researchers, online loans can be one of the solutions to business capital problems, especially for start-ups and other small companies (Meline, 2018; Risna Kartika, 2020). The conveniences provided such as a simple, practical application process because it only uses a telephone, and a very fast disbursement period make online loans very attractive to the public, and are used by more than half of fintech service users (Meline, 2018). In essence, in the current era, people can easily get financing facilities both conventional and digital-based.

In financing, collateral is often needed. The collateral requested by the creditor basically functions as an effort to minimize risk (risk management) both credit and operational risk (Pradipto, 2021). In addition, the collateral required by creditors is a tangible form of application of prudential principles and sound banking principles (Mulyati & Dwiputri, 2018). Meanwhile, from the debtor's aspect, the collateral can function as a form of discipline and good faith in the implementation of the financing agreement which is the principal agreement between the debtor and the creditor.

Broadly speaking, there are 2 types of collaterals, namely treasury collaterals and individual collaterals (Mulyati & Dwiputri, 2018). Both still exist in practice, today. An

example of an individual collateral is a person (third party) who voluntarily makes himself a collateral for repayment of creditor receivables (Prasetyawati & Hanoraga, 2015). While examples of treasury collaterals are land, motorcycles, cars, stocks, and others.

Members of the Sumbersekar Village PKK TP Mobilization team are community members who are often involved in debt receivables and financing agreements such as consumer credit, *leasing* to online loans / *peer to peer lending*. Against the agreement, they must include the goods they have as collateral. Several bad cases occurred, including collateral items (motorbikes) taken at home, and there were even cases taken while driving on the road.

Based on the results of an interview with the Head of the Sumbersekar Village PKK TP, Mrs. Riati Asyari, the bad experiences that have occurred regarding the forcible taking of collaterals, and the low understanding of collaterals, made the Sumbersekar Village PKK Mobilization Team (TP PKK Sumbersekar Village) feel the need to be educated about collaterals and risks.

The solution offered is to increase the literacy of the village PKK TP sumbersekar regarding the types and risks of laying collaterals in various financing models. Efforts to increase literacy are carried out to create a law-savvy society (Hidayah & Wicaksono, 2020). So that increasing literacy has a role as an effort to mitigate the bad risks that will be obtained after laying collaterals.

## METHOD

To achieve the goal, activities are carried out by the method of extension. Counseling is a communication activity that manages information with the aim of changing attitudes (Suprpto, 2009). While legal counseling is legal counseling is "Realizing a better legal awareness of society so that every member of society realizes and lives his rights and obligations as a citizen and embodies a legal culture in attitudes and behaviors that are aware, obedient, and obedient to the law and respect human rights" (Solang, 2011). Based on its nature, the legal counseling carried out is direct or better known as direct legal counseling (Suprpto, 2009).

Community service activities are carried out in RT 06/03 Sumbersekar Village, with the target of TP PKK RT 06/03 Sumbersekar Village.

## RESULTS AND DISCUSSION

Efforts to increase literacy are concretely carried out by providing legal counseling. Legal counseling is "Realizing a better legal awareness of society so that every member of society realizes and lives up to his rights and obligations as a citizen and embodies a legal culture in attitudes and behaviors that are aware, obedient, and obedient to the law and respect human rights" (Solang, 2011).

The material that will be delivered in the counseling includes:

1. Types of financing in general;
2. Introduction to the Law of Collaterals;
3. Miscellaneous Warranties;
4. The risks in the laying of collaterals depend on the type;
5. Tips for safely financing and laying collateral.

Counseling will be conducted on December 12, 2022. The presentation of the material starts from: *First*, an understanding of financing. Financing is funding provided by another party (called a creditor) to a requesting party (called a debtor) for the purpose of supporting investment or the fulfillment of a thing planned either alone or by the institution (Ilyas, 2015). Financing is provided in the form of an agreement. Concretely, there are various kinds of financing agreements, including leasing/ *leasing*, factoring, credit agreements, and so on. In addition, there is also sharia-based financing, such as mudharabah agreements, musyarakah financing, *qard* loans or bailouts etc. (Ilyas, 2015).

*Second*, the presentation continued by discussing the introduction to the law of collaterals. However, in order for the material to be more easily understood, the service explained the urgency of the collateral in a financing agreement. As for the urgency of collaterals, it is divided into urgency in micro and macroeconomic scale. In microeconomic scale, collateral serves to increase the opportunity for a debtor to get financing proposed by a financing company / bank (Nugroho & Hernoko, 2021). As for macroeconomic scale, collaterals can make a country's economic stability stable.

*Third*, the presentation continued by discussing various kinds of collaterals. Collaterals based on their classification, are divided into 2 (two) namely general collaterals and special collaterals. General collaterals are all assets / objects belonging to the debtor which under the provisions of Article 1131 of the Civil Code become collateral for every bond both currently existing and future. Article 1131 of the Civil Code is a legal protection provided by law to creditors, for the repayment of creditors' receivables, if the debtor defaults. In addition, the next classification is a special collateral. A special collateral is "A collateral in the form of the appointment or delivery of certain goods specifically as a liability for the repayment of the debtor's obligations to certain creditors that only apply to that particular creditor" (Islami, 2021). Special collaterals are divided into individual collaterals and treasury collaterals.

An individual collateral is "a collateral that only has a direct relationship with the collateralizing party." (Yunianti & Budhisulistiyawati, 2020). The individual collateral that is the collateral is the person. There are 3 (three) parties, in an individual collateral, namely the guarantor, the collateral (debtor) and the recipient of the collateral (creditor). If the debtor cannot fulfill his achievements in financing, then the beneficiary of the collateral / creditor can collect the guarantor to participate in paying off the collateral debt / debtor.

A treasury collateral is a collateral with a material object. The treasury collateral is defensible against anyone's claim, and is transferable. Treasury collaterals are classified

by the nature of objects, that is, movable objects and immovable objects (Gozali, 2021). Treasury collaterals for movable objects include liens and fiduciaries, while treasury collaterals for immovable objects include mortgages and Mortgage Right.

Furthermore, it is explained about the definitions of a kind of treasury collateral. A lien is a right acquired by a person who owes a debt for a movable item, which is handed over to him by a debtor or by another person on his behalf, and which gives power to the debtor to take repayment of the goods in a prejudicial manner from another debtor, with the exception of the cost of auctioning the item and the costs that have been incurred to save it (Gunawan, Febri, Raha B., 2022). Fiduciary is the right of collateral over movable objects both tangible and intangible and immovable objects, especially buildings that cannot be encumbered with Mortgage Right, for which the object of collateral remains under the control of the debtor (Soegianto et al., 2019). Then, Mortgage Right are all agreements with the object of collateral of something related to land, as referred to in the Mortgage Right Act. (Hidayah et al., 2020; Puspasari et al., 2020; Zahra & Wiryani, 2021). Finally, mortgage is a collateral of the treasury of immovable objects other than land and buildings, as referred to in book II of the Civil Code (Jaminan et al., 2022).

Fourth, the presentation continued with a discussion of the risks in the laying of collaterals depending on the type. To facilitate the understanding of partners, explanations are used through the following table:

**Table 1 Types of Collaterals and Risks**

Collateral	Object	Mastery	Risk
Individual	Person; Bank; company	There is no concept of mastery of objects	The guarantor is obliged to pay off the debtor's collateral debt, up to personal wealth
Pawn	Movable objects such as Cars, Motorcycles, securities, etc.	Lender	The object can be sold by the creditor freely because the pledge object has been in the hands of the creditor, provided that the debtor is injured janj.
Fiduciary	Movable objects such as Cars, Motorcycles, securities, etc.	Debtor	The fiduciary object can be auctioned off by the creditor without the need for a court determination/judgment, When the debtor is injured janj.
Mortgage	The ship > 20m <sup>3</sup> ; Train; Airplane	Debtor	The mortgage object can be auctioned by the creditor without the need for a court

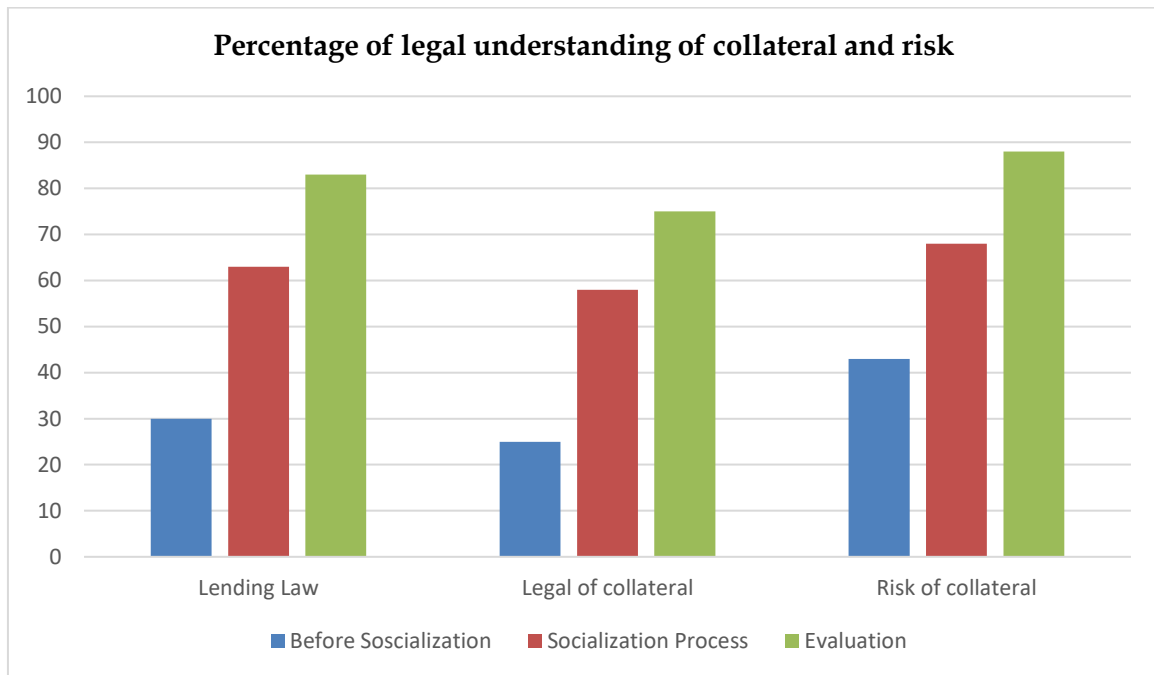


			determination/judgment, When the debtor is injured janj
Mortgage Right	Proprietary; Business Use Rights; Building Use Rights; Right to Use	Debtor	The object of Mortgage Right can be auctioned by creditors without the need for a court determination/decision, When the debtor is injured janj

*Fifth*, socialization is continued by discussing c. Tips provided include: 1) understand in advance the characteristics of the financing to be proposed; 2) to determine what collateral to use, ensure that the collateral is not in dispute or even bound as collateral in other financing; 3) Track *record* of finance companies. Do not finance and place collateral in finance companies that have a poor track record in the execution of collateral objects, for example, using violent means, or committing terror and defamation against debtors to debtor relations and colleagues; 4) Make sure you understand your rights and obligations as a debtor and collateral provider, during the financing installment process; 5) Don't mess with collateral objects. If you have first mortgaged the motorbike to a pawn institution, then don't occasionally BPKB then you fiducinate. If such fraud is committed, there is an ancama pindana regarding fraud; 6) Try not to go into debt in order to avoid all risks of financing and execution of the object of the collateral.

Finally, the devotees of the activity gave oral and random questions to the participants of the socialization activity. Questions given about the material of the activities that have been presented. Questions are given with the aim of knowing whether there is an increase in understanding from before participating in socialization, and after following socialization. The results of the question and answer showed an increase in legal understanding of collaterals and risks.





**Figure 1. Percentage of legal understanding of collateral and risk**

It is hoped that with this socialization, the participants of the activity can avoid the legal consequences of the execution of collaterals due to the injury of promises made as the debtor.

## CONCLUSION

The socialization carried out on TP PKK partners RT 06 RW 03 Sumbersekar Village is an effort to increase legal literacy regarding collaterals and risks, in order to avoid negative impacts due to financing whose payment process is not smooth / stuck. The results of the question and answer showed an increase in legal understanding of collaterals and risks.

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