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Use Of Cover Note Notary/Ppat As Evidence Of The Right To Give Banking Credit In Banda Aceh

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Abstract: Article 1 paragraph 5 UUHT mentions that, "the granting of the right of liability shall be the certificate of PPAT which contains the granting of the right of liability to a particular creditor as a guarantee for the repayment of its holder". Furthermore, article 1 Figure 1 UUJN mentioned that, "notary is a general official authorized to make an authentic deed and have other powers as intended in this law or under other laws". But in practice, due to the loading of the rights that have not completed the process in Notary/PPAT The cover note is issued notary/PPAT to be a description that the deed is still in the process of completion by notary/PPAT, so that the creditors can directly provide a loan to the debtor on the basis of collateral for the cover note notary/PPAT. This research aims to explain the consequences of the bank credit agreement based on the cover note made by notary/PPAT that can be used as evidence has occurred to load the rights in the Bank credit agreement**.** This type of research approach uses normative juridical type of research, which is research aimed at researching legal systematics, legal synchronisation, legal history, and legal comparisons. The approach used by the authors in this thesis, namely by the approach of legislation (of approach), a case approach (of approaches). Conceptual approach (conseptual approach). Data is collected through the literature research study. Data is analyzed in a qualitative analysis way. The results showed that, due to the law of the Banking Credit agreement based on the cover note, if it can be canceled by the credit agreement bank then the debtor is obliged to return the disbursement of credit facilities given to the debtor, if the credit agreement is not cancelled by the bank, then the credit agreement remains valid so that the debtor remains obliged to fulfill the promised achievement in a , Flowers and others. Paid to the notary before issuing the cover note first checking the object of the warranty, so it is certain that the certificate is in a clean state. Notary is expected to be able to be careful about the warranty object that wants to be tied with the rights and poured in a cover note.

Keywords: Draft, Act Carefully, Making Notarial Deed.

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I. INTRODUCTION

With the progress of the times can not be denied human needs increasingly complex, not only in the big city, but in the village also have the same problem. One of the needs of home and motor vehicles, to have a home and motor vehicle need a big cost, so that many people are difficult to get it in a relatively short time, but most people want to find it instantaneously, so the emergence of programs from the Government and private parties to solve this problem.

With the need for home and motor vehicles that increased to make business fields for property entrepreneurs and motor vehicles, thus bringing up financing programs for homes and vehicles, so that people who want to own houses and vehicles can buy houses and vehicles by means of credit. The credits can be obtained through banking credit financing or leasing so that the public does not have to wait too long to get his desire to have a home and motor vehicle.

One of the tools that have a strategic role in the procurement of funds is a banking institution, which can help fulfill the needs of funds for economic activities by providing money loans, among others, through the banking credit, which is the credit agreement between the creditor as the lender or the credit facility with the debtor as the indebted party. Article 3 and 4 of Law No. 10 year 1998 concerning amendment to Law No. 7 of 1992 on Banking (hereinafter abbreviated to UUP), mentions that the main function of Indonesian banking, namely as the collector and the financier of Masyara-kat which aims to support the implementation of national development towards improving people's welfare. In doing so, banks raise funds from the community in the form of Giro deposits, time deposits, certificates of deposits, savings, and or in other forms likened to it. In this case, the bank also channeled funds from the community by giving credit in the form of banking credit business.

Article 1 paragraph (11) UUP mentions: "Credit is the provision of money or bills that can be likened to it, based on the agreement or borrowing loan agreement between the bank and the other party, which requires the borrower to pay the debt after a certain period of time with the interest."

The most widely used collateral as collateral in the bank's credit agreement is the right to land, either with the status of property, the right to use, the right to use the building, or the right to use. In general, the land has a high value or price and continues to increase, so in this case it is proper if the debtor as the recipient of credit and creditors as a credit facility provider and other related parties obtain protection through a strong assurance rights and can provide legal certainty. Based on the provisions of Article 51 Act No. 5 of 1960 on Basic Agrarian Regulations (hereinafter abbreviated to UUPA), that has been provided a strong assurance rights institution and can be charged to the right to land, namely the right of liability in lieu of the institutions Hypotheek and Credietverband. Over the past 30 years from the start of the Constitution, this agency has not been able to function properly, because there is no law that is complete, as well as the provisions in the regulation is not in accordance with the principle of national land law and less meet the economic needs in the field of crediting.

This guarantee agency has been recognized for its existence through Law No. 4 of 1996 on the Rights of Liabilities (hereinafter abbreviated UUHT) and objects relating to the land and make the interests of debtors and lenders to obtain legal protection from the government.

The right of liability is useful in a credit agreement in the event of a problem later after the agreement has been taken, the lender as the lender will get the guarantee and legal protection for the return of the loan that has been given by the creditors.

The main purpose of this UUHT is the goal, especially to provide legal protection for the creditors when the debtor performs the default. According to UUHT, the right of liability is the right to guarantee that the right to land as referred to in the Constitution follows or not the following other objects, which constitute a unity with the land, for the settlement of certain debts, which give precedence to certain creditors to other creditors. To provide a legal certainty as a form of legal protection, the burden of guarantee of this liability must be registered in the Land Office, in order to fulfill the elements of publicity on the collateral, and make it easier for the third party to control if the transfer of collateral items.

Institutional assurance is important in making and implementing a credit agreement between the debtor and the creditor to ensure the legal certainty of the agreement, which requires the role of notary/PPAT in the credit agreement between the debtor and creditors. Article 1 Figure 1 of Law No. 2 of 2014 on the Department of Notary (hereinafter abbreviated to UUJN) mentions that "notary is a general official authorized to make an authentic deed and has other powers as intended in this law or under other laws".

Thus, the notary public can make a deed of agreement between the creditor and the borrower based on his authority in making an authentic deed contained in article 15 UUJN.

The authentic Act of lending to the bank is important, because it has a proving power to a third party, which is not owned by the deed under the hand. While the deed under the hands has a real weakness, the person whose signature is stated in the deed under the hand may deny the authenticity of the signature.

A deed of agreement is not detached from a treaty and according to Soebekti an "agreement" is "an event in which a person (or party) promises to another person (or party) or where two persons (parties) are pledged to carry out something (Salindeho, 1987).

The agreement is an agreement on two or more parties that raises, modifies, or eliminates the law, then pursuant to article 1313 of the Civil Code that the agreement is an act whereby one or more persons bind themselves to one or more other persons (Fuadly, 2015).

In a treaty must observe the conditions that must be fulfilled to make a treaty, as contained in article 1320 of the Civil Code which mentions that a valid agreement occurred.

One of the agreements made by notary/PPAT is a credit agreement containing debtor's and creditor's responsibilities to the loan given, regarding the term, rights and obligations of the debtor and the rights and obligations of the creditors. In the Credit agreement notary/PPAT also plays a role in the creation of the deed of the right to burden on the land (including other objects that constitute a unity with the land) which is guaranteed by the debtor to the creditors for a guarantee of the repayment of debtor debt for the loan. The licensing of the rights to the land is required in the credit agreement to provide a preferred position to the creditor (preferent creditors) of the other creditors (the concurent creditor).

Thus the process of making a deed of the obligation to the land of its authority can only be done by PPAT pursuant to article 1 paragraph (1) of government regulation number 24 year 2016 on the Department of Land Deed official regulation said: "Land deed official is a general officer authorized to make authentic deeds on certain legal acts regarding land rights or property rights in the unit of the house." An authentic deed is a perfect proof tool. Article 1870 the Civil Code mentions: "An authentic deed gives between the parties and their heirs or the people who got this from them, a perfect evidence of what is in it".

One of the agreements made by notary/PPAT, whether it is a credit agreement or on the deed of the burden of rights, as collateral to the creditors on the distribution of credit to the debtor, takes a relatively long time so that the notary cannot be able to seal the credit or the deed of the obligation to load the land. One solution for the problem notary/PPAT issued a notary/PPAT cover note for the creditors. With the cover note of notary/PPAT, the creditor will be able to synchronize the credit to the debtor, with the contents of the cover note stating that the agreement is still in progress.

The Cover note in the Bank Indonesia dictionary is defined as "a descriptive letter stating about a circumstance under a particular agreement. For example, in a credit agreement, a certificate of land belonging to the debtor is ruled by a notary/PPAT in the process of renaming, if the creditor agrees, can be made a note about it.

Regarding the authority of notary/PPAT in issuing the cover note is not regulated by the UUJN and other legislation on the authority that can be done by notary/PPAT.

The issuance of covernotes by notary/PPAT is binding if the contents of the agreement in the cover note does not contradict the condition of the condition of a valid agreement contained in article 1320 S/d1337 Civil Code and also about as a result of an agreement contained in article 1338 S/d 1341 Civil Code so that the fulfillment of the agreement contained in the cover note can be charged the achievement and can be brought in the judiciary in case of tort.

But in practice, due to the loading of the rights that have not completed the process in Notary/PPAT The cover note is issued notary/PPAT to be a description that the deed is still in the process of completion by notary/PPAT, so that the creditors can directly provide a loan to the debtor on the basis of collateral for the cover note notary/PPAT.

Because the cover note issued by notary/PPAT on the basis of the burden of the dependent rights that have not been completed, in the event of tort made the absence of legal certainty. Article 1338 (1) The Civil Code states that "all agreements made legally valid as laws for those who make it". But in the UUP that remembers that collateral becomes one element guarantees credit giving. And one of them can be land. Land that will be the object of guarantee of the credit agreement must be charged with the rights of the dependents based on authentic deed, therefore the problem of the problematic credit will be constrained if the occurrence of the process of treaty making and the right loading of the rights are not completed and the guarantee is still based on a notary cover note/PPAT.

II. LITERATURE REVIEW

A. Overview of notary Authority, prohibition, and supervision

Based on article 15, the notary Office is outlined by the notary authority to be executed in carrying out its position:

1. Notary authorized to create an authentic deed of all the deeds, agreements and statutes required by the rules of abuse and/or as desired by the interested to be expressed in the authentic deed, guarantee the certainty of the date of the deed, save the deed, give Grosse, copies and quotations of the deed, all in the making of the deed is not also assigned or excluded to other officers or persons.
2. Authorized notary also;
    a. Confirm the signature and set the certainty of the date of the letter under the hand by registering in the special book;
    b. List the letters under the hands by registering in the special book;
    c. Make copies of the original letters under hand in the form of copies containing the description as written and illustrated in the letter concerned;
    d. Authorizing photocopy matches with the original letter;
    e. Provide legal counseling with respect to the making of deed;
    f. Make a deed relating to the land; Or
    g. Make the Deed of pamphlets auction.
3. In addition to the authority referred to in paragraph 1 and paragraph 2, notary has other authorities that are regulated in the legislation.

B. Authority of Land Deed official (PPAT)

The PPAT authority is governed by article 3 PP 24 year 2016 which is a change from PP 37 year 1998, namely:

1. In order to carry out the basic task as Dimaskud in article 2, a PPAT has the authority to make an authentic deed on all legal acts as intended in article 2 paragraph (2) concerning Ha of land and property rights of units located within the area of the work
2. Special PPAT only authorized to make a deed on the act of Law specifically called in the appointment.

Legal action regarding land rights or property rights for units of the unit requiring PPAT deed are:

1. Buy and Sell
2. Swap

3. Grants
4. Entry into the company (Inbreng)
5. Sharing of rights
6. Granting of building rights/rights on land rights
7. Granting of rights
8. Grant of authorization to impose rights

Government regulation Number 24 year 1997 to act that the legal action concerning the land of the soil or property rights to the units of the House evidenced by the deed of PPAT, namely:

1.Buy and sell, Exchange, grant, income into the company to be registered to the land office/city if in Buktika with the deed of PPAT set forth in article 37 paragraph (1).
2.The transition of land or property rights in the unit due to the merger or melting of the company or the cooperative that is precedence with the liquidation of the company or cooperatives that join or melt is evidenced by the deed of Ppat in the or in article 43 paragraph (2).
3.The loading of rights on land rights or property rights in the unit, the loading of the building rights to the property is evidenced by the Ppat deed in the or in article 44 paragraph (1).

C. General review of Covernote made by notary/PPAT

Crediting is a and of business from the vast banking scope and requires professional handling with high moral integrity. Such a thing is not excessive because the root of the credit sense itself is trust, the vocabulary of credit comes from the Roman language, ie from the vocabulary credere which means to believe. Thus, the basis of the relationship between the parties ' creditor activities, must be also based on mutual trust, namely that the creditors who give credit believe that the credit receiver (debtor) will be able to fulfill everything that has been promised, both related to the term or achievement and kotra its achievements (Juliyanto, 2017). Time means that the bank's release of credit by the debtor is not done at the same time, but is separated by the time period, for the risk component means that any credit waiver will be subject to risk within the term between the release of credit and the repayment.

According to these provisions, juridically it can be detailed and described as follows (Muhammad, 1992):

1. Provision of money in debt by the Bank
2. Bills that can be likened to the provision of money as financing, for example home-making financing, vehicle purchases
3. The borrower's obligation to settle the debt in a period of time, accompanied by interest payments,
4. Based on the agreement lending money between the Bank and the borrower with the agreed terms.

When carefully studied conceptually, the concept of credit has always been the following essential elements (Muhammad, 1992):

1.Trust, based on the analysis done to the credit application, the Bank believes that the credit that will be given can be contrary to the agreed terms,
2.Collateral, any credit that will be provided is always paid goods that serve as a guarantee that the credit to be received by the candidate debtor will surely be paid and this increases the trust of the Bank,
3.The term, the return of the credit is based on a certain reasonable period of time, after the term of credit has been settled,
4.Risk, the term of credit repayment contains obstructed risk, or a delay, or the payment of credit repayment, either intentional or accidental, this risk becomes the burden of the Bank,
5.Bank interest, every credit awarding is always rewarded with the interest of the service which is payable by the candidate debtor, and this is the profit received by the Bank,
6.Agreement, all terms of credit and repayment procedures and the consequences of the law and the result of the agreement and set forth in the deed of agreement called credit contract.

D. Overview of Notary-PPAT Covernote in the credit agreement

In the banking world both the conventional Bank and the bank with the sharia system, in the disbursement of credit with the collateral submitted by the creditors, either fiduciary guarantee, mortgage, mortgages or rights of liabilities, will be related to notary-PPAT. The binding of the disbursement of credit to the deed made before the notary, the creditor and the bank will be faced directly with the notary-PPAT which generally becomes a bank partner for the subsequent binding/contract made by Notariil as evidence of the validity of the credit agreement that has taken place.

Covernote's release as a letter of certificate not only occurs under the guarantee law in the form of the rights of liabilities, but also issued by notary/PPAT in other deeds such as pawn, mortgages, fiduciary. The use of Covernote is also often used for other purposes, such as information explaining that it is being filed for drying or land use change permit (IPPT) and also building permit (IMB) if required by other agencies.

Covernote that is used in the world of banking, insurance, agreements and others have a similarity in terms of the contents of Covernote itself that contains a statement that there is something good in the form of completeness of incomplete files or yet can be completed, so it is necessary a temporary information about the work that will be resolved by notary/PPAT.

The granting and loading of the right of dependents must be preceded by a pledge to grant the rights of liability as repayment of debts contained in a separate agreement of the Receivables Payable Agreement and a provision of the right of And must be registered in the local land office at least 7 days after the signing of the Deed of liability granting.

The publication of Covernotes which is a regular certificate issued by a notary who is in fact as well as PPAT, because of their work that is still not completed, or the right of dependents can not be published and registered by a PPAT. Regulatory consequences are required to provide legal certainty that can provide legal protection for both the giver and the recipient of the credit as well as the parties to obtain protection through a strong assurance body and can provide legal certainty to all interested parties.

Covernote is a statement letter made by notary/PPAT where the covernote contains an appointment as contained in the letter of the Declaration called. Contents in the Covernotes, among others, the day of the date, letter number, debtor, creditors, warranty object, the term of the Prosenya and the last is the signature notary/PPAT. Covernote is not regulated anywhere but Covernote has become a reasonable habit in the banking world, where notary/PPAT as a trusted official.

Notary/PPAT In carrying out his profession has the basis of the profession of ethics Code of notary/PPAT which became the foundation of the post in carrying out the profession, both in the administrative and indemnity of the civil law. Notary-PPAT can be further criminally liable if a notary-PPAT is violating the PENAL code in carrying out its duties and positions (Darus, 2017).

E. General review of legal relations between notary-PPAT and Banking

The legitimacy of notary is derived from Notarius ' word for sole and notary for Janak. The notary is the site used by the Romans to name those who do the work of writing. But the notary function in this era is different from the notary function at this time (Ansor, 2009).

Notariat has existed since ancient times, although names or designations, functions and other countries are different from the rest of the country. Human Dinegara-negara Other. The people of old-fashioned countries in ancient times were about writing and have an intelligence of writing and like to record the things that are considered important. Mesopotamia, which is an area where the rivers Euprathes and Tgris (now Iraq and surrounding areas) since furthermore from 4000 years ago already knew the writings or notes of the Treaty, in addition to the instrument of evidence in the form of witnesses or testimonies.

The profession of notary began to enter Indonesia in the beginning of the 17th century, with the combined Dutch Dadang companies to trade in the East Indies known as the VOC with its criminal governor named Jan Pieter Coen, then he signed Melchior Kerchem as the first notary in Jakarta (Batavia) on the stairs; 27 August 1620 and tasked with serving all letters, trade letters, marriage agreements, wills, and other deeds and provisions of the municipality and so on (Rifani, 2013).

Since Indonesia has gained its independence, the automatic Notaric agency has been submitted by and become our legal institution and the arena applies to all groups, as well as those who are subject to customary law no longer have to be subject to the law of eeurope, even the agreement itself may be the minister and the Law of Islam. Thus the notary are loaded in Roman times and scattered in the world, and have been accepted by Indonesia as a national legal institution. By itself, the notary when Indonesia is independent will experience self-development, separated from the notary in Balanda, although essentially comes from the same source of law (Notosoerjo, 1993).

The notary is derived from the word "Nota Literraria" which is a sign or karate that is used to write or describe the phrase given by the speaker. The sign or character in question is a sign used in quick writing. Initially, the official notary is as a general officer assigned by General Power to serve the needs of the public to the authentic evidence that provides civil law certainty, so as long as the authentic evidence is still treated by negate legal system, the office of notary will still need to be needed in the middle of society (Tobing, 1999).

Moreover Habib Adjie also gives an understanding according to the legal dictionary one of Ambtenaren is an official. Openbare Ambtenaren is an official who has a task that is related to the public interest, so it is appropriate if Openbare Ambtenaren interpreted as public officials. Specifically related to Openbare Ambtenaren which translates as General officer interpreted as an officer in the task of creating an authentic deed that serves the public interest, and such qualifications are given to the notary (Nurita, 2012).

Notary Public, in the sense of having authority with the exception, categorizes notary as a public official. In this case public which means law, not public as a public audience. Notary as public official does not mean the same as the public official in the Government of the administration which is the Bdan or the State Administration office, in this case it is distinguished from the products of each public official. Notary as public

official The final product is an authenticity deed related to the provisions of the civil law in the main evidence in the law. The deed does not qualify as a State administrative decision of the Congress, individual, final and does not result in civil law for a person or legal entity because the deed is a formulation of wishes or wills of the parties that are poured in notarial deed made in front of or by notary. In the field of civil law is examined in the public (country)). Public officials in the field of the product government is the decree or decree related to the provisions of the Law of the State Administration that qualifies as a written designation of an individual and final, which raises legal accrual for a person or civil legal entity and a dispute in the administrative law examined by the State Administration court. By Deikian can it is said that notary as a public official who is not an office or State administration agency.

Notary is presented to serve the interests of people who need a proof of authentic deed according to the request in question to the notary public. Thus the notary has the authority to make the deed and the deed he made is an authentic deed as a means of perfect evidence, meaning if used as a tool of evidence in a court hearing does not need to be supported by other evidence tools.

Uatentik Act provides the certainty, order and legal protection of the tools that are authentic evidence of the circumstances, events or legal acts made before certain officials. Notary is a certain position that conducts the profession in legal service to the public who are obliged to obtain protection and assurance to achieve the legal certainty of the relationship between the public and the law expressed with an adagium that is known to the law of Science, where there is a community there is law (Rahardjo, 1983).

III. WHETHER THE LEGAL CONSEQUENCES OF BANKING CREDIT AGREEMENTS BASED ON THE COVER NOTE MADE BY NOTARY/PPAT CAN BE USED AS EVIDENCE HAS OCCURRED TO LOAD THE RIGHTS IN THE BANKING CREDIT AGREEMENT

A. Agreement Covernote Banking Kredir

One of the funds distribution facilities offered by sharia banks is a financing contract or sale contract. In this buying and selling contract, the bank earns a return on the distribution of funds in the form of margins and profits. Margin and profit are calculated from the difference between the selling price charged to the customer minus the price of the bank buying the product or object of the contract.

While the principle for the outcome is used to profit for the bank obtained from the activity of channeling funds to customers through the contract of business cooperation. The agreement between the Sharia bank and the customer of the Murabahah fund is made in accordance with the agreement based on sharia principles. The return form, both profit margins and yield share are also agreed in the promised contract. The treaty was poured out in the form of the agreement by taking into account sharia elements. In providing financing, sharia banks are not merely counting on the profits gained, but also considering the prosperity of the community.

The application of financing by sharia banks must always apply the principles of attention and recognize the customer as stipulated in the Sharia banking law. Completing the principle, sharia banks also applied the 5C analysis and the legal aspects analysis that have been described in the previous chapter, to grant a financing application, in disbursement of Sharia banking murabahah financing, can be provided with or without guarantee. However, the financing that is held without guarantee is greater than the financing held with the guarantee. This is because sharia banks do not have what security if the customer commits to default during the financing agreement process. The Bank does not have an alternate payment source that can be used to cover financing if the customer commits a tort in the form of an inability to pay or pay off.

There is a guarantee in the Murabahah financing contract is also allowed in the Fatwa board of National Sharia Council of Ulama Indonesia No. 04/DSN-, UI/IV/2000 on Murabahah. It is aimed to make serious customers with their orders. In addition, the Bank as the vendor in the Murabahah financing agreement can ask the customer to provide a guarantee that can be held by the bank.

The plaintiff and three of his children got a land and the building of the inheritance proceeds from the plaintiff's wife. Plaintiff came to face a notary Arlina S.H. to request a power act selling from 3 plaintiff's children to the plaintiff. However, because the plaintiff's youngest child is still not old, it requires a guardian letter of authorization for a sell permit so that the new power Sell Act is created on behalf of 2 plaintiff's children.

Furthermore plaintiff intends to sell the land to the defendant I with payments made gradually. Plaintiff and defendant I came to face notary IGM as defendant II to create a buy and sell deed. Defendant II asked the plaintiff to submit the original sertificate of the land and the building to be sold along with the certificate of beneficiary and power of attorney selling from 2 children of the plaintiff. Defendant II also asked plaintiff and defendant I to sign the buy and sell Act number 99 directly on the day, even though payment has not been paid.

The transfer of accounts at the Bank Muamalat Branch Malang, and the remaining Rp 650 million (six hundred fifty million rupiah) paid by Giro. So the total payment is still remaining Rp 1 billion (one billion

rupiah). However, the two-month interval, the payment remains unrepaid. Plaintiff and defendant had made a letter under the hand whose contents mentioned the obligation of defendant 1 no later paid the payment with a penalty. However, defendant I still has not paid off the remaining payment, until on 15 October 2011, plaintiff actually get a notices from a lawfirm acting on behalf of notary IgM alias defendant II. The content mentioned that a plot of land and a building that is a buying and selling object has been made a guarantee and is under the authority of the creditor because of the alliance that was made between defendant I (as the debtor) and the defendant (as creditor). Apparently on 26 August 2011 IGM Notarized alias Defendant II has also sent a statement letter of Covernote to Bank Muamalat Malang Branch as the defendant to complete the management of the Murabahah Akad conducted defendant I to the defendant. In fact, plaintiff felt buying and selling between him and defendant I was not yet valid because the plaintiff has not handed the trust letter of establishment for a sell permit on behalf of the third child plaintiff and a Sertipikat belonging to a plot of land and buildings that are still objects in the name of the late wife plaintiff.

So with all the information above, the plaintiff filed a lawsuit against the law for defendant I and IGM notary as defendant II and considered Bank Muamalat Malang to be inscrutable in providing financing of Akad Murabahah because proved to be obtained by defendant 1 in a way that is unlawful.

B. Legal Consequences of Banking Credit Agreement Based on Cover Note

Covernote relating to the assurance binding agreements issued by the notary generally contains the following things (Widiyono, 2009):

1. Contains the type of document required for the purpose of binding the guarantee. These documents are usually signed by the parties. Any completeness of the documents required for the next management phase. And shows at which level the management of the document has been executed.
2. Notary and pledge to submit original documents of all interests of the agreement to be then given to the bank when the management of any documents or interests related to the agreement has been completed.
3. How long it will take for the management of all documents and the completeness of ratification of the agreement.

In general, there are no standard rules or provisions on how to form or procedures for writing covernotes issued by notary. Usually, a covernote was made and written with a notary letterhead on it. Then include the information and the appointment of the notary in question that becomes the essence or subject of the substance covernote. Substance Covernote is very tentative, that is to adapt to the truth of the process being taken care of. Finally, at the bottom of the covernote was then signed and the notary's own stamp.

The financing in which there is an element of tough conditions (clause precedent), it automatically has a relation also with other officials who are given special authority, such as notary. This is where the covernote role serves as a medium or medium for notary to inform about how far the notary work, as well as to capture how scalable the process of document management and the legal action is done.

Covernote can also be said as evidence for supporters there has been a legal deed justified before the notary. In this case, the legal staff of the bank must also ensure that the legal acts and transactions expressed in the substance covernote is indeed valid, so that the Covernote function is only as a document of boosters and supporters addressed to internal management (Hasan, 2020).

Covernote serves as a handle on the bank's information about transactions and the stages of legal action processed by notary. As a supporting document, the Covernote in the form of an explanation letter is different from the authentic deed that is the authority of notary. As stipulated in article 1868 of the Law of the Civil Code, an authentic deed has a meaning as a deed made in accordance with the provisions of the law and the deed is made by or made in the presence of a general officer who has the authority for it in the place the deed was made. The authentic act is a deed made by the officer authorized for it by the ruler under the stipulation, whether with or without assistance from the parties concerned, noting what is requested to be contained therein by the parties concerned. The authentic deed contained a description of an official describing what was done or seen before him.

Covernote's role becomes important despite having no binding power. Covernote as supporting evidence at the beginning of the disbursement verification process. Covernote is not a tool for the disbursement of Akad. Therefore Covernote has no legal force. Covernote only serves as a light media stating the correctness of ongoing transactions and the legal process that is being done by the notary, and when all the transaction process and legal action is completed, will be submitted by the notary to the parties concerned (Hasan, 2020).

Generally, covernote that appears as a letter containing information issued by the notary occurs in legal acts relating to the granting of guarantees such as right of liability, pawn, mortgages, or fiduciary. Covernote has a function as an important instrument in the implementation of financing disbursement in Sharia bank as a temporary grip for the bank in order to withdraw the demand for financing contract while awaiting the guarantee

binding process is completed. Covernote as a temporary hold for the bank contains a description and pledge from the notary to promptly settle any documents related to the publication of the rights of liability for the land that is used as the object of guarantee. The process of fitting the obligation to wait for binding guarantee deed is also being processed by the relevant notary public. The time period and the validity period of the covernote is also temporary, i.e. only the authentic deed or the legal process promised by the notary is completed.

By the issuance of the covernote, it is intended that the Bank Muamalat as the creditor immediately disburse the financing agreement against the defendant as the debtor. The position of Covernote is as supporting document in disbursement of Akad. In disbursement, covernote domiciled as for the Bank as a creditor that the guarantee that the rights to the dependents is being processed by the notary who issued the Covernote. In this case, the Covernote is issued by notary because the binding rights of dependents require a temporary disbursement of murabahah contract to pay the object immediately thawed.

According to the interviews, the covernotes clearly do not have the legal consequences and legal forces that are binding and can be accounted for legally for debtors and creditors. Covenote is only binding and legal to the notary public as the party that issued the covernote (Hasan, 2020).

In the event of a problem with the object of Akad as well as the warranty object as contained in the ruling number 217/PDT. G/2017/PN. MLG, the position of the bank as creditor is weak because it can not execute the Akad object as Meanwhile, on the other hand, the process of granting the rights by the land Office and the copyright Certificate of the rights to the object of liability has not been completed.

In the case of this ruling in the statement that the covernote made by the notary public is declared not worth the law because it is made by unlawful acts as well as objects of problematic assurance, the impact on sharia banks is that the bank can ask for confiscated collateral for the property of the other beneficiary's customers. Based on article 1320 and article 1338 of the Civil Code, the agreement is grounded in consensualism or the agreement of the parties concerned. Speaking of Murabahah financing, it has an association with the financing aspect itself as well as the binding aspect of the guarantee. Regarding the financing aspect, the financing can be given to anyone, either with collateral and absence of collateral. In this case, the covernotes made by notary are not legal value because they are made by violating the law as well as the collateral object that is guaranteed in the financing is problematic. So that the binding guarantee process cannot be done perfectly. Nevertheless, the financing agreement between the bank and the beneficiary's customers remains lawful and legally valid. In the future, the customer will be able to submit a complaint or the facility in order to fulfill the payment.

However, in other cases, a debtor or a person who has the obligation to perform the achievement in the contract, which can be declared has made default there are 4 (four) kinds of forms, namely: not carrying out the achievement at all; Perform performance, but not as appropriate; Perform achievements, but not in time; Carrying out the conduct prohibited in the contract (Syaifuddin, 2012). Based on this it can be understood that due to the disbursement of credit facilities by the creditors can only be understood to ask the debtor if the debtor does not pay the credit bill at all; Pay the credit bill but not in accordance with the stipulated amount; Pay the credit bill but it is not timely; Do something that is forbidden in the credit agreement. Creditors who suffer losses due to debtors tort can choose various possibilities, among others:

1. Creditors can request the implementation of the agreement, although late;
2. Creditors can ask for damages, ie losses because the debtor does not excel, achievers but not timely, or imperfect achievement;
3. The creditor may request the implementation of the agreement accompanied by indemnity as a result of the contract execution;
4. The creditor may ask the judge that the agreement be cancelled accompanied by indemnity (Setiawan, 2016).

Under the provisions of article 1267 of the civil law that the debtor cannot request the cancellation of a legitimate agreement to the Court if it does not fulfill the achievement stipulated in the agreement. According to the article, it can be noted that due to the disbursement of credit facilities to debtors, the debtor must fulfill its achievement if not carrying out its obligations resulted in the debtor does not have the right to cancel a valid agreement to the.

The disbursement of credit facilities by creditors in practice is newly thawed when it has secured a guarantee where the assurance to provide assurance for the fulfillment of the achievement obtained by the creditors of an achievement that has been given. The disbursement of credit facilities after the guarantee can be understood because the creditors have issued a fee so that if there is no assurance of accomplishment fulfillment can result in losses on the amount of costs incurred.

Debtor in a credit agreement for the sake of ensuring the achievement of creditors can provide guarantees of rights and fiduciary guarantees. Under the terms of the fiduciary law and the statutory rights laws that guarantee the right of the rights and fiduciary warranties in accordance with the provisions of the legislation

shall constitute a direct execution guarantee without court determination. Based on this regard to the legal consequences of creditors that have disbursed credit facilities but the debtor does not fulfill its achievements but has a fiduciary guarantee or guarantees of rights of liability can directly execute a guarantee object to pay a certain amount of agreed agreement that is in the agreement if it does not meet its achievements.

Pursuant to section 1341 of the civil law that the creditor was given the right to prosecute the revocation of legal action by debtor for his property, the claim is known as Actio Paulina. The intent of the prosecution is to allow the debtor's property to be transferred to the other party to the debtor's wealth. According to the article it can be understood that the consequences of creditors that have done the disbursement of credit facilities have the right to demand actio Paulina for the certainty that the debtor's property guarantee can fulfill the achievement in the Credit agreement The debtor's property becomes a guarantee of the fulfillment of the Agreement in accordance with the provisions of article 1131 of the civil law where all material that is owed both moving and immovable, both existing and new will be in the later days to be dependents for all its individual proceedings.

Under the provisions of article 1341 of the Civil law, the creditor to apply for actio Paulina, the receivable SI receivables proves that the person owed at the time of doing the deed knew, that by doing so, he was detrimental to the people who brought him, no matter the person who received the profit also knew it or not. According to the article can be understood that the creditors who have done the disbursement of credit facilities can cancel a transfer of debtor property when it can prove the transfer of the debtor's property to harm the creditor. Creditors who have done disbursement of credit facilities for the certainty of fulfillment of achievements other than having the right to demand actio Paulina can also make a petition for bankruptcy to the debtor. Pursuant to article 2 paragraph (1) of law number 37 year 2004 concerning bankruptcy and postponement of debt payment obligation governs that the main requirement of filing an application for bankruptcy statement is that there are two creditors and there is at least one debt that is due and can be billed. The purpose of the bankruptcy application is to regulate the fair ordinances regarding the payment of bills of creditors the karepa thing can be understood if debtor have many creditors, then the creditors will compete with either halal or not kosher, to get the execution of the bill in advance.

Pursuant to section 1381 of the civil law it can be understood that the credit agreement may be an additional agreement not including the expiration of the agreement. The process of completing the registration of rights that can not be resolved in accordance with the information Covernotes made by notary/PPAT shall not constitute an expiration of the agreement governed by article 1381 of the Civil law.

Pursuant to section 1266 of the Civil Code that the validity of the term void in a legal event does not directly result in the termination of the agreement, but in its cancellation is requested to the court. Based on this, it is understood that the bank as creditor wants to cancel a credit agreement because it cannot be completed by the management of the rights in which it is not in accordance with the covernotes made by the notary/PPAT so that the validity of a term void in the permanent Agreement shall be requested by the cancellation of the court.

Pursuant to section 1265 of the civil law, the legal consequences of a condition void will waive the alliance and bring all things back to its original state, as if there had never been an alliance. The validity of the void requires that the creditor return what has been received, if the intended event occurs. Based on this, it is possible to know that if there is no obligation to be resolved in accordance with the covernotes made by notary/PPAT, so that the condition is fulfilled in the case of a legal agreement against the debtor is to refund the disbursement of credit facilities provided by the bank as creditors.

Based on the above explanation can be deduced if there is no obligation to be resolved in accordance with covernotes made by notary/PPAT that the consequences of the debtor is, as follows:

1. If it can be canceled by the credit agreement Bank then the debtor shall return the disbursement of credit facilities given to the debtor
2. If the credit agreement is not cancelled by the bank, then the credit agreement remains valid so that the debtor remains obliged to fulfill the promised achievement in a credit agreement such as principal debt, interest and others. The completion of the management of the rights of liability only resulted in the object of guarantee in the agreement of the right to not be executed directly or the rights agreement null and void while the credit agreement has not expired

IV. CONCLUSIONS

Due to the law of the Bank credit agreement based on the cover note made by notary/PPAT can be used as evidence of the right to load the liabilities in the Banking credit agreement will eliminate the Alliance and bring everything back to its original state, as if there was never an alliance. The validity of the void requires that the creditor return what has been received, if the intended event occurs. Based on this, it is possible to know that if there is no obligation to be resolved in accordance with the covernotes made by notary/PPAT, so that the condition is fulfilled in the case of a legal agreement against the debtor is to refund the disbursement of credit facilities provided by the bank as creditors.

To be paid to the notary before issuing covernotes first check the warranty, so it is certain that the certificate is covered in net. Notary/Ppat is the department of Pndidikan Hu which is given by the Bank to him, so that the notarial notary to perform the position carefully and permissible Dhanakya-Dhanakya fulfill the promise contained in the Covernote made

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