

PERBANDINGAN PENYELESAIAN *NON PERFORMING LOAN*
PINJAMAN MELALUI *PEER TO PEER LENDING* DI INDONESIA
DAN AMERIKA SERIKAT

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ABSTRAK

Tujuan penelitian adalah untuk mengetahui dan menganalisis (1) Mengidentifikasi dan Menganalisis penyelesaian *non performing loan* pada layanan *Peer to Peer (P2P) Lending* di Indonesia dan di Amerika Serikat, (2) Mengkaji dan merumuskan mengenai proses penyelesaian *non performing loan* yang ideal diterapkan pada layanan *Peer to Peer (P2P) Lending* di Indonesia

Penelitian ini menggunakan metode Normatif, Penelitian Normatif yaitu penelitian yang difokuskan dalam penelaahan data sekunder, dan data sekunder tersebut berupa peraturan-peraturan perundang-undangan, literatur-literatur hukum, hasil penelitian dan karya ilmiah di bidang hukum, serta jurnal-jurnal hukum.

Hasil dari penelitian ini menunjukkan bahwa (1) Terdapat perbedaan penyelesaian sengketa *Non Performing Loan* atau *default* Pinjaman *P2P Lending* antara Amerika Serikat dengan Indonesia, antara lain: Pertama, Pendekatan pengaturan *P2P Lending* di Amerika Serikat *Lending* dikategorikan sebagai sekuritas atau efek sehingga tunduk pada *Securities Act*. Kedua; dalam hal terjadi *Non Performing Loan* pada *P2P Lending* di Amerika Serikat menggunakan mekanisme penagihannya harus tunduk pada *Fair Debt Collection Practices Act* (FDCPA). Ketiga; Amerika Serikat telah memiliki mekanisme APS seperti *Financial Industry Regulatory Authority (FINRA)*³, *JAMS Mediation, Arbitration and ADR Services*⁴, *American Arbitration Association (AAA)*⁵ yang telah digunakan sebagai *choice of forum* dalam hal terjadi *default* atau NPL pinjaman melalui *P2P Lending*. (2) Pengaturan penyelesaian NPL dalam *P2P Lending* di Indonesia yang ideal adalah penyelesaian sengketa secara sederhana, cepat, dan biaya terjangkau sebagaimana diwajibkan dalam Pasal 29 POJK No. 77 Tahun 2016. Sehingga penggunaan Alternatif Penyelesaian Sengketa (APS) atau non litigasi (diluar pengadilan) perlu didorong untuk diterapkan dalam penyelesaian *Non Performing Loan* Pinjaman *P2P Lending* di Indonesia.

Kata kunci: Penyelesaian, *Non Performing Loan*, *Peer to Peer Lending*

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SETTLEMENT COMPARISON OF NON PERFORMING LOAN PEER TO PEER LENDING IN INDONESIA AND UNITED STATES

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ABSTRACT

The research objective is to find out and analyze (1) Identify and Analyze the settlement of non-performing loans in Peer to Peer (P2P) Lending services in Indonesia and in the United States, (2) Review and formulate the process settlement of non-performing loan that is ideally applied to services Peer to Peer (P2P) Lending in Indonesia

The study uses the Normative method, namely research that is focused on the study of secondary data, and the data in the form of laws and regulations, legal literature, the results of research and scientific work in the field of law, and legal journals

Results of the study indicate that (1) There are differences in the settlement of disputes Non Performing Loan or defaults in P2P Lending between the United States and Indonesia, as follows: First, approach in regulates of P2P Lending in United States is categorized as securities that are subject to the Securities Act. Second; in the event of a Non Performing Loan at P2P Lending in the United States using its collection mechanism, it must comply with the Fair Debt Collection Practices Act (FDCPA). Third; The United States already has an Alternative Dispute Resolution mechanism in the event of a default on P2P Lending through Financial Industry Regulatory Authority (FINRA), JAMS Mediation, Arbitration and ADR Services, the American Arbitration Association (AAA). (2) The ideal arrangement for settlement of Non-Performing Loan is the dispute resolution in a simple, fast, and affordable manner as required by Article 29 POJK No. 77 of 2016. Therefore, the use of Alternative Dispute Resolution (APS) or non-litigation (outside the court) must be encouraged to be applied in the settlement Non-Performing Loan P2P Lending in Indonesia.

Keywords: Settlement, *Non Performing Loan*, *Peer to Peer Lending*

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