

## **KEWENANGAN *LENDER NON AGENT* DALAM MELAKUKAN UPAYA HUKUM TERKAIT PERJANJIAN KREDIT SINDIKASI**

**(Studi Kasus Perjanjian Kredit Sindikasi Oleh  
Bank BNI Jakarta Pusat)**

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### **ABSTRAK**

Penelitian ini bertujuan untuk mengetahui, memahami, dan menganalisis tugas dan wewenang Bank BNI dalam kedudukannya sebagai *lender non agent* serta dalam hal pembayaran angsuran oleh debitur (*borrower*) kepada kreditur (*lenders*) yang dilakukan tanpa melalui *agent bank* dalam Perjanjian Kredit Sindikasi.

Penelitian ini merupakan penelitian yuridis-empiris. Penelitian yuridis-empiris menggabungkan antara penelitian kepustakaan dan penelitian lapangan. Keseluruhan data yang telah diperoleh kemudian diolah dan dianalisis dengan metode kualitatif dan disajikan dalam bentuk deskriptif.

Hasil penelitian menunjukkan bahwa dalam kewenangan yang dimiliki *lender non agent* yaitu memberikan fasilitas kredit sesuai dengan komitmen, melakukan monitoring, mendapatkan *fee*, menjadi pihak pemohon dalam mengajukan upaya hukum apabila terjadi wanprestasi, serta dapat melakukan perubahan mata uang kredit berdasarkan persetujuan debitur. Pembayaran harus dilakukan melalui *agent bank* karena apabila dilakukan secara langsung dapat melanggar prinsip kesetaraan dan tertib administrasi.

**Kata Kunci :** Perjanjian, Kredit Sindikasi, Kewenangan

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## **THE AUTHORITY OF NON AGENT LENDER IN CONDUCTING LEGAL REMEDY RELATED TO SYNDICATED LOAN AGREEMENT**

**(Case Study Syndicated Loan Agreement by**

**Bank BNI Jakarta Pusat)**

**Alldino Yoga Debina<sup>3</sup>, Ninik Darmini<sup>4</sup>**

### **ABSTRACT**

The purpose of this research is to discover, understand, and examine the duty and the authority of Bank BNI as the non-agent lender additionally when there is an installment payment by the borrower to the lender that is conducted without the involvement of bank agent in syndicated agreement.

This research is a juridical-empirical research. Juridical-empirical research is a combination between library research and field research. All of the data that have been collected were processed and analyzed with qualitative methods and served in a descriptive form.

The result of the research shows that non-agent lender have the authority to give a committed loan facility, monitoring, obtain fee, act on behalf of the applicant in requesting legal remedy in the event of breach of contract and could also change the loan currency as long it is agreed by the creditor. Payment shall be made through bank agent if it is conducted directly could violates equality principle and an order administration.

**Keywords :** Agreement, Syndicated Agreement, Authority

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