

## ABSTRAK

### PELAKSANAAN PERJANJIAN KREDIT USAHA RAKYAT (KUR) ANTARA BANK RAKYAT INDONESIA DAN PEMILIK WARUNG KELONTONG (Studi Di Kecamatan Kota Agung Tanggamus Lampung)

Oleh:

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Program Kredit Usaha Rakyat (KUR) hadir sebagai instrumen pembiayaan strategis pemerintah melalui skema penjaminan kredit dan subsidi bunga rendah bagi usaha produktif yang belum *bankable*. Bank Rakyat Indonesia (BRI) sebagai penyalur KUR terbesar di Indonesia menjadi mitra utama program ini khususnya melalui BRI Unit Kota Agung dalam melayani pelaku usaha kelontong di Kecamatan Kota Agung, Tanggamus, Lampung. Dalam tujuan penelitian ini untuk mengetahui pelaksanaan yang masih ditemukan permasalahan berupa meningkatnya rasio kredit bermasalah (*Non-Performing Loan/NPL*) yang berpotensi menghambat keberhasilan program.

Penelitian ini menggunakan jenis penelitian hukum normatif-empiris dengan tipe penelitian deskriptif. Pendekatan yang digunakan adalah pendekatan kualitatif dengan tipe *non judicial case study*. Pengumpulan data dilakukan melalui wawancara secara *purposive sampling* jenis data mencakup data primer berupa hasil wawancara langsung dan data sekunder berupa bahan hukum primer, sekunder, dan tersier. Pengolahan data dilakukan melalui tahapan *editing*, *classifying*, dan *verifying*; selanjutnya dianalisis secara kualitatif-deskriptif untuk menjawab rumusan masalah.

Hasil penelitian menunjukkan bahwa pelaksanaan perjanjian KUR antara BRI Unit Kota Agung dan pemilik warung kelontong telah memenuhi syarat sahnya perjanjian berdasarkan Pasal 1320 KUHPerduta, meliputi kesepakatan, kecakapan, objek tertentu, dan kausa yang yang diperbolehkan dan Peraturan Menteri Koordinator Bidang Perekonomian Nomor 1 Tahun 2023 tentang Pedoman Pelaksanaan Kredit Usaha Rakyat, Pasal 3. Bentuk wanprestasi yang paling dominan ditemukan adalah keterlambatan pembayaran angsuran. Upaya penyelesaian wanprestasi dilakukan melalui mekanisme non-litigasi berupa pendekatan persuasif, surat peringatan bertahap, dan restrukturisasi kredit; mencerminkan penerapan asas itikad baik dalam hukum perjanjian sebagaimana diatur dalam Pasal 1338 ayat (3) KUHPerduta.

**Kata Kunci:** *Perjanjian, Kredit Usaha Rakyat, Wanprestasi.*

**ABSTRACT****THE IMPLEMENTATION OF PEOPLE'S BUSINESS CREDIT (KUR)  
AGREEMENT BETWEEN BANK RAKYAT INDONESIA AND SMALL  
GROCERY STORE OWNERS****(Study in Kota Agung District, Tanggamus, Lampung)**

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*The People's Business Credit (KUR) program is a strategic government financing instrument through a credit guarantee scheme and low-interest subsidies for productive businesses that are not yet bankable. Bank Rakyat Indonesia (BRI), as the largest KUR distributor in Indonesia, is the main partner of this program, specifically through the BRI Kota Agung Unit, serving grocery businesses in Kota Agung District, Tanggamus, Lampung. The purpose of this study was to determine the implementation, which still faces challenges in the form of an increasing ratio of non-performing loans (NPLs), which has the potential to hinder the program's success.*

*This study employed a normative-empirical legal research method with a descriptive approach. The approach employed was a qualitative approach with a non-judicial case study approach. Data collection was conducted through purposive sampling interviews. The data type included primary data in the form of direct interviews and secondary data in the form of primary, secondary, and tertiary legal materials. Data processing was carried out through editing, classification, and verification stages. Subsequently, qualitative and descriptive analysis was conducted to address the research questions.*

*The results of the study indicate that the implementation of the KUR agreement between BRI Unit Kota Agung and the owner of a grocery store has fulfilled the requirements for a valid agreement based on Article 1320 of the Civil Code, including agreement, capacity, certain objects, and lawful causes and Regulation of the Coordinating Minister for Economic Affairs Number 1 of 2023 concerning Guidelines for the Implementation of People's Business Credit, Article 3. The most dominant form of default found is the delay in installment payments. Efforts to resolve defaults are carried out through non-litigation mechanisms in the form of a persuasive approach, gradual warning letters, and credit restructuring; reflecting the application of the principle of good faith in contract law as regulated in Article 1338 paragraph (3) of the Civil Code.*

**Keywords:** *Agreement, People's Business Credit, Default.*