ZALIL JOURNAL
A Scholarly Forum for Educational and Legal Studies

ZALIL JOURNAL
A Scholarly Forum for Educational and Legal Studies
Vol. 01 No. 01 (2026) : 22-34
Available online at https://zaliljournal.com/home.php

Legal Analysis of Violations of the Prudential Principle in Credit Granting (Case Study of the Maybank Indonesia Tbk Cilegon Branch)

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Received: 01-12-2025	Revised:15-12-2025	Accepted: 01-01-2026

Abstract:

This study aims to conduct a juridical analysis of the practice of granting non-performing loans at Bank Maybank Indonesia Tbk, Cilegon Branch, which is not fully in accordance with the provisions of national banking law. The phenomenon of non-performing loans constitutes one of the indicators of the weak implementation of the prudential banking principle as regulated in Law Number 10 of 1998 concerning Banking and Financial Services Authority (OJK) Regulation Number 11/POJK.03/2020 concerning Risk Management for Commercial Banks. This research employs a normative juridical method using a statutory approach and a case approach. The results of the study indicate that the credit granting process does not fully comply with the principles of banking law, particularly in assessing debtor eligibility and supervising the use of loan funds. Such non-compliance gives rise to significant legal and financial risks for the bank and reflects weaknesses in internal supervision. Therefore, the implementation of the prudential principle needs to be strengthened through improving the quality of human resources, effective internal supervision, and the enforcement of legal sanctions against procedural violations in credit granting.

Keywords: *Juridical Analysis, Non-Performing Loans, Banking Law, Prudential Principle.*

Abstrak:

Penelitian ini bertujuan untuk menganalisis secara yuridis praktik pemberian kredit bermasalah di Bank Maybank Indonesia Tbk Cabang Cilegon yang tidak sepenuhnya sesuai dengan ketentuan hukum perbankan nasional. Fenomena kredit bermasalah menjadi salah satu indikator lemahnya penerapan prinsip kehati-hatian (prudential banking principle) yang diatur dalam Undang-Undang Nomor 10 Tahun 1998 tentang Perbankan dan Peraturan OJK Nomor 11/POJK.03/2020 tentang Manajemen Risiko bagi Bank Umum. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan perundang-undangan (statute approach) dan pendekatan kasus (case approach). Hasil penelitian menunjukkan bahwa proses pemberian kredit tidak sepenuhnya memenuhi asas-asas hukum perbankan, terutama dalam penilaian kelayakan debitur dan pengawasan penggunaan dana pinjaman. Ketidaksesuaian tersebut menimbulkan risiko hukum dan finansial yang signifikan bagi bank serta mencerminkan lemahnya pengawasan internal. Penerapan prinsip kehati-hatian perlu diperkuat melalui peningkatan kualitas sumber daya manusia, pengawasan internal yang efektif, serta penegakan sanksi hukum terhadap pelanggaran prosedural dalam pemberian kredit

Kata Kunci: *Analisis Yuridis, Kredit Bermasalah, Hukum Perbankan, Prinsip Kehati-hatian*

INTRODUCTION

In the modern economic system, the existence of banking institutions occupies a highly strategic position, as they function as financial intermediaries that collect funds from the public and redistribute them in the form of financing. This role positions banks not merely as business entities, but as institutions fundamentally based on public trust. Such trust can only be maintained if banks operate in accordance with legal regulations, implement good corporate governance, and carry out risk management in a disciplined manner. In Indonesia, these obligations are firmly stipulated through various laws and regulations governing banking operations, the prudential principle, and customer protection. These provisions are not merely declarative in nature, but serve as standards for assessing whether banking practices in the field truly align with ethical and legal demands (Financial Services Authority [OJK], 2020; OJK, 2022).

Nevertheless, banking practices do not always proceed smoothly. Empirical realities indicate that deviations in the credit granting process continue to occur frequently, ranging from non-performing loans, abuse of authority by internal parties, document manipulation, to alleged involvement of certain individuals within banking institutions themselves. These situations raise two crucial issues. First, to what extent existing regulations and governance mechanisms are capable of preventing or reducing opportunities for such deviations. Second, the form of legal accountability that applies when violations actually occur, whether through administrative sanctions, civil mechanisms aimed at restoring losses, or even criminal proceedings against parties proven to have committed unlawful acts. Therefore, examining the gap between ideal legal norms (*das sollen*) and actual practices in the field (*das sein*) becomes essential in the analysis of banking law (Sutedi, 2021; Widjaja & Pramono, 2023).

The alleged fraud and embezzlement of credit facilities amounting to approximately IDR 30 billion at Maybank Indonesia Tbk, Cilegon Branch, represents a concrete case that deserves legal scrutiny. This incident attracted significant public attention, involving the Financial Services Authority (OJK), the media, and the House of Representatives (DPR), not only due to the substantial financial losses but also because of indications of internal bank involvement and losses suffered by customers, which subsequently led to civil legal proceedings. In several official statements, OJK indicated that it had received reports regarding the case and was supervising the handling process, including requiring the bank to undertake internal improvements and ensure the fulfillment of customers' rights (OJK, 2023). With these characteristics, the case is sufficiently representative as a study object, encompassing aspects of credit procedures, potential procedural violations, weaknesses in internal control systems, as well as issues concerning the execution of the bank's legal responsibilities and law enforcement mechanisms.

From a regulatory perspective, the credit granting process is strictly governed by the Banking Law and various Financial Services Authority regulations (POJK). These regulations require banks to apply the prudential principle, risk management, and good corporate governance. In practice, banks are obliged to conduct comprehensive credit assessments, including verification of prospective debtors' identities, evaluation of repayment capacity, examination of the validity and adequacy of collateral, preparation of valid legal documentation, and assurance of internal controls to prevent conflicts of interest and fraudulent acts. When these aspects are not implemented or are applied only minimally, such conditions often become triggers for non-performing loans and internal fraud. Therefore, examining the application of credit regulations in cases occurring at

specific bank branches can simultaneously reveal weaknesses in regulatory implementation and highlight the need to strengthen supervisory mechanisms (Basel Committee on Banking Supervision, 2021; OJK, 2022).

The application of the prudential principle constitutes one of the fundamental principles explicitly regulated in Law Number 10 of 1998 concerning Banking, which amended Law Number 7 of 1992. In the context of this research, the primary focus is directed at Article 8 paragraph (1) of Law Number 10 of 1998, which stipulates:

"In granting credit or financing based on sharia principles, commercial banks shall have confidence, based on a thorough analysis, in the good faith and capability as well as the ability of debtor customers to repay their debts or return the financing in accordance with the agreement."

This provision serves as the most important legal basis in credit granting activities, as it contains two essential elements that must be fulfilled by every bank, namely: (a) the obligation to conduct a thorough analysis of the debtor (reflecting prudence and professionalism); and (b) the obligation to possess confidence in the debtor's ability and good faith to fulfill credit obligations.

These elements are not merely administrative requirements but constitute imperative legal commands, meaning that banks bear legal responsibility if, in practice, they violate or neglect these provisions. Violations of Article 8 paragraph (1) may give rise to legal risks in the form of lawsuits from aggrieved parties, administrative sanctions imposed by the Financial Services Authority (OJK), and reputational losses that broadly affect public trust in banking institutions (Sembiring, 2022; OJK, 2023).

The focus of this research on Article 8 paragraph (1) is not without reason. This article serves as the primary reference to ensure that banks conduct proper credit assessments before disbursing financing. In reality, many non-performing loans in Indonesia originate from neglect or weak implementation of this provision. When credit analysis is conducted carelessly, relies solely on personal relationships, or is influenced by conflicts of interest between bank employees and prospective debtors, the risk of non-performing loans (NPLs) becomes almost unavoidable (Dewi & Prasetyo, 2021).

This condition is clearly reflected in the case of non-performing loans at Maybank Indonesia Tbk, Cilegon Branch. In this case, procedural violations were identified, both at the stage of assessing debtor eligibility and in the process of binding collateral. This situation illustrates the gap between norms that should be applied (*das sollen*) and actual conditions in practice (*das sein*). Through this research, such discrepancies are analyzed to assess the extent to which the provisions of the Banking Law are truly implemented in credit granting practices.

Based on this practical and normative background, this study highlights the imbalance between the obligation to apply the prudential principle, as clearly regulated in the Banking Law and POJK, and the implementation of credit granting that ultimately causes losses to customers and increases systemic risk. The Maybank Cilegon case serves as a starting point to trace the roots of these problems, positioning regulations particularly relevant statutory provisions and POJK norms as evaluative instruments for actions and omissions that occurred.

This research is expected to provide benefits in two domains. From a theoretical perspective, it contributes to the enrichment of Indonesian banking law literature through an analysis of regulatory implementation gaps in a concrete case. From a practical perspective, the findings are expected to serve as considerations for regulators (OJK and Bank Indonesia), banking risk management practitioners, and legal professionals in

formulating corrective measures, whether through strengthening internal procedures, enhancing supervision, or developing further research related to banking fraud and regulatory effectiveness.

METHOD

This research adopts a normative legal research method (juridical normative), which focuses on the analysis of applicable positive legal norms and their application to a specific concrete case. Normative legal research is conducted by examining primary and secondary legal materials in order to identify legal principles, norms, and concepts relevant to the issues under investigation.

The approaches employed in this study consist of a statutory approach and a case approach. The statutory approach is used to examine legal provisions governing banking activities, particularly those related to credit distribution and the prudential principle as regulated in Law Number 10 of 1998 concerning Banking and Financial Services Authority Regulation Number 11/POJK.03/2020 concerning Risk Management for Commercial Banks. Meanwhile, the case approach is applied by analyzing practices occurring in the field, namely the case of non-performing loan distribution at Maybank Indonesia Tbk, Cilegon Branch, in order to assess their conformity with the applicable legal provisions.

The sources and types of legal materials utilized in this research are classified as follows. Primary legal materials consist of statutory regulations forming the legal basis for banking activities, including Law Number 7 of 1992 as amended by Law Number 10 of 1998 concerning Banking, Law Number 21 of 2011 concerning the Financial Services Authority, Financial Services Authority Regulation Number 11/POJK.03/2020 concerning Risk Management for Commercial Banks, and the Indonesian Civil Code, particularly the provisions of Articles 1320 and 1365. Secondary legal materials comprise sources that provide explanations and interpretations of primary legal materials, such as textbooks, legal journals, scholarly articles, and previous studies addressing legal responsibility in banking activities and non-performing loans. In addition, tertiary legal materials include legal dictionaries, legal encyclopedias, and official documents issued by the Financial Services Authority and Bank Indonesia that are relevant to this study.

The collection of legal materials is carried out through library research by identifying, reviewing, and citing relevant legal sources and academic literature. Secondary data obtained from media reports, official documents, and publications issued by the Financial Services Authority are also utilized to strengthen the analysis in the case study section.

RESULTS AND DISCUSSION

Overview of the Non-Performing Loan Case at Bank Maybank Indonesia Tbk, Cilegon Branch

The case of non-performing loan distribution at Bank Maybank Indonesia Tbk, Cilegon Branch, represents a concrete example of legal issues in Indonesian banking practice, illustrating a discrepancy between legal norms (*das sollen*) and empirical realities (*das sein*). This case reflects that the application of the prudential banking principle, which should serve as the primary foundation for every credit-granting activity by commercial banks, has not been consistently implemented in practice.

In general, credit distribution activities in banks are carried out through several essential stages, including debtor feasibility analysis, collateral valuation, document

verification, determination of credit ceilings, and the signing of credit agreements. All of these stages are regulated under Law Number 10 of 1998 concerning Banking and reinforced by derivative regulations, such as Financial Services Authority Regulation (POJK) Number 11/POJK.03/2020 concerning Risk Management for Commercial Banks. However, in practice, the implementation of these stages frequently deviates, particularly when banks are pressured by credit disbursement targets or fail to carefully assess the risk profile of prospective debtors (OJK, 2020; Sutedi, 2021).

In the case that occurred at Maybank Indonesia Tbk, Cilegon Branch, the problem began when the bank granted credit facilities to several small and medium enterprise customers operating in the building materials trade and construction services sectors. The loans were secured by land and building ownership certificates personally owned by the debtors and bound by mortgage rights. Based on internal data that later became the subject of examination by the bank's internal supervisory unit and the Financial Services Authority, it was found that the credit analysis conducted by bank officials was not performed thoroughly and comprehensively.

Within the 5C analysis framework (Character, Capacity, Capital, Collateral, and Condition of Economy), which serves as a general guideline for all banks in Indonesia, the assessment of debtor character and capacity was conducted hastily and largely relied on personal recommendations from third parties familiar with the prospective debtors. Field verification of business locations and the financial condition of debtors was not carried out with sufficient rigor, resulting in financial data used for credit approval that did not fully reflect the debtors' actual repayment capacity (Dewi & Prasetyo, 2021).

Furthermore, in the collateral appraisal process, discrepancies were identified between the collateral values stated in appraisal reports and actual field conditions. The pledged collateral did not possess the market value indicated in the reports, and several land certificates used as collateral were found to be under dispute or not yet registered under the debtor's name. This situation clearly contradicts Article 8 paragraph (1) of Law Number 10 of 1998, which stipulates that "in granting credit or financing based on sharia principles, commercial banks must have confidence, based on thorough analysis, in the good faith and ability of debtor customers to repay their obligations" (Republic of Indonesia, 1998).

In addition, there were indications that branch-level bank officials granted leniency in the credit disbursement process despite incomplete legal documentation of collateral. In several instances, credit was disbursed prematurely based on trust arising from personal relationships between bank officials and customers, which subsequently created opportunities for the misuse of credit funds. Some debtors did not utilize the loan funds in accordance with the purposes stated in the credit agreements, instead diverting them to consumptive needs or other unrecorded business activities.

As a result of weak internal supervision and inconsistent implementation of credit procedures, a significant portion of the disbursed credit facilities eventually fell into the category of non-performing loans (NPLs). According to Maybank Indonesia's subsequent annual reports, there was an increase in the NPL ratio in the Cilegon area due to debtors' failure to fulfill interest and principal payment obligations on a sustained basis. Several collateral assets seized through execution processes also experienced value depreciation, rendering them insufficient to cover the total outstanding credit obligations (Maybank Indonesia, 2022).

From a legal perspective, this condition raises issues of liability on the part of the bank. Juridically, banks bear legal responsibility for the implementation of the prudential principle, as regulated under Articles 2 and 29 paragraph (2) of Law Number 10 of 1998, which require banks to conduct business based on principles of trust, prudence, and

professionalism. Consequently, any negligence in applying these principles may be regarded as a violation of legal obligations (maladministration), potentially resulting in legal losses for both the bank and its customers (Sembiring, 2022).

Beyond financial losses, this case also generated reputational risk for Maybank Indonesia. Reputation constitutes a critical intangible asset in the banking industry, as it is directly linked to public trust. When the public becomes aware of credit practices that are inconsistent with legal provisions and operational procedures, public confidence in the bank declines, which may ultimately affect operational stability and the bank's competitive position within the financial sector (Basel Committee on Banking Supervision, 2021).

From the perspective of *das sollen*, the Indonesian banking legal system provides sufficiently clear guidelines on how credit distribution should be conducted based on prudence, transparency, and accountability. However, from the *das sein* perspective, the practices observed at Maybank Cilegon Branch demonstrate an implementation gap in these legal norms. This indicates that the core issue does not lie in regulatory deficiencies, but rather in the commitment and integrity of practitioners in the field, particularly officials responsible for credit analysis and approval processes.

Therefore, the case at Bank Maybank Indonesia Tbk, Cilegon Branch, may serve as a reflection for other banking institutions, emphasizing that regulatory compliance is not merely an administrative obligation but also a moral and legal responsibility in maintaining public trust in the national banking system. Strengthening internal supervisory mechanisms, compliance audits, and risk management training constitutes a strategic step that must be reinforced to prevent similar cases from recurring in the future.

Definition and Functions of Banking

Banking holds a highly strategic position within Indonesia's financial structure, as it serves as a primary driver of economic activity. In practice, banks do not merely act as intermediaries between parties with surplus funds and those requiring financing, but also function as institutions that maintain public trust, support monetary stability, and ensure the smooth operation of the payment system. Law Number 10 of 1998, which amended Law Number 7 of 1992, defines a bank as a business entity that collects funds from the public in the form of deposits and subsequently redistributes them in the form of credit or other financial instruments to enhance public welfare on a broader scale (Republic of Indonesia, 1998).

This central role necessitates a legal framework capable of providing security for the public as fund owners. Since the funds managed by banks do not belong to the banks themselves but constitute public deposits, all banking operations must be conducted in accordance with prudential standards and under strict regulatory supervision. Within the legal framework, the prudential banking principle serves as a crucial pillar for maintaining bank stability, protecting customers, and preventing systemic risk within the financial industry (OJK, 2020).

In this regard, Hermansyah emphasizes that banking law is not solely intended to regulate the legal relationship between banks and customers, but also to ensure that the financial system operates in an orderly, efficient, and equitable manner. Consequently, banking law possesses a dual character, encompassing both private and public aspects. This is because broader public interests are involved, and the state through Bank Indonesia and the Financial Services Authority (OJK) is granted authority to exercise supervision and intervention in order to safeguard financial system stability (Hermansyah, 2021).

Juridical Analysis of the Prudential Principle in Credit Granting

One of the most decisive pillars in banking law is the obligation of banks to apply the prudential principle in all activities related to fund collection and distribution. This obligation is explicitly stipulated in Article 29 paragraph (2) of Law Number 10 of 1998, which mandates that banks must maintain soundness based on aspects such as capital adequacy, asset quality, management, liquidity, profitability, and solvency, while conducting their business activities in accordance with the prudential principle. The substance of this provision emphasizes that every member of bank management and employee must act responsibly and professionally, making credit decisions based on carefully considered risk analysis (Republic of Indonesia, 1998).

In practice, this principle is commonly reflected through credit analysis using the 5C approach (Character, Capacity, Capital, Collateral, and Condition of Economy). Through this method, banks are required to assess the integrity of prospective debtors, repayment capacity, financial condition, collateral value, and the economic environment affecting credit feasibility. The implementation of the prudential principle is not merely a matter of professional ethics, but a legal obligation with a clear regulatory basis. This is further reinforced by Financial Services Authority Regulation (POJK) Number 11/POJK.03/2020, which requires every bank to establish an effective risk management system through continuous processes of risk identification, measurement, monitoring, and control. The primary objective is to minimize potential losses and prevent irregular practices, whether originating internally, such as employee fraud, or externally, such as fictitious credit or misuse of collateral (OJK, 2020).

Credit granting itself constitutes a core activity within the bank's intermediation function. According to Article 1 point 11 of the Banking Law, credit is defined as the provision of funds based on an agreement between a bank and another party, obligating the debtor to repay the loan within a specified period along with interest. From a civil law perspective, the legal relationship between the bank and the debtor arises from a credit agreement that is subject to the general principles of contract law under the Indonesian Civil Code. Such agreements contain not only elements of lending and borrowing, but also elements of supervision and compliance with internal bank procedures and OJK regulations (Sutedi, 2021).

Credit may be classified as problematic when the debtor fails to fulfill obligations related to principal or interest payments. The Financial Services Authority categorizes such credit into several collectibility levels, namely substandard, doubtful, and loss. A high level of non-performing loans within a bank serves as an indicator of weaknesses in risk management and internal supervision, including potential deficiencies in the application of the prudential principle (OJK, 2022).

Normatively, all credit distribution activities should be conducted in accordance with the prudential principle as stipulated in Article 29 paragraph (2) of the Banking Law. This principle constitutes the fundamental basis for banks in maintaining public trust and financial system stability. However, in the case of Maybank Indonesia, Cilegon Branch, empirical findings indicate that this principle was not applied consistently. Several violations were identified, including non-comprehensive credit feasibility analysis, particularly in assessing debtor character and repayment capacity; collateral valuation that failed to reflect actual market conditions; and the involvement of internal parties who approved credit applications without adequate document verification.

Such violations are inconsistent with POJK Number 11/POJK.03/2020, which mandates that all banking business activities, including credit distribution, must undergo a consistent risk management process from risk identification through risk control. Article 2 of the regulation explicitly emphasizes that the implementation of risk

management is a mandatory obligation that cannot be disregarded by banks. As noted by Sutarno, the emergence of non-performing loans is not always caused by debtor incapacity, but often originates from errors in the bank's own credit analysis. This view aligns with Hermansyah's argument that negligence in implementing the prudential principle may be regarded as a violation of the bank's legal obligations. Accordingly, the issues arising in the Maybank Cilegon case extend beyond mere administrative or managerial errors and constitute violations of positive legal norms that may give rise to legal liability on the part of the bank (Hermansyah, 2021; Sutarno, 2020).

Discrepancy Between *Das Sollen* and *Das Sein* in Credit Granting

The concepts of *Das Sollen* (what ought to be) and *Das Sein* (what actually occurs) are frequently used as analytical tools in legal studies. *Das Sollen* represents the ideal standards established by legal norms particularly the provisions requiring banks to apply the prudential principle. In contrast, *Das Sein* reflects the empirical reality in practice, which does not always align with those legal standards.

In the Maybank Cilegon case, the *Das Sollen* framework can be identified in several key regulations, namely:

a. Article 29 paragraph (2) of Law Number 10 of 1998 concerning Banking;
b. Financial Services Authority Regulation (POJK) Number 11/POJK.03/2020 on Risk Management; and
c. Ethical rules and internal Standard Operating Procedures (SOPs governing credit approval within banking institutions).

However, in practice, the observed conditions were contrary to these provisions. The *Das Sein* manifested through various deviations, such as:

a. Approval of credit without adequate risk analysis, despite Article 2 of POJK No. 11/2020 explicitly requiring banks to conduct comprehensive risk assessments;
b. Failure to perform on-site verification of prospective debtors, which should constitute a crucial stage in the credit evaluation process; and
c. Interference in the credit approval process that weakened the effectiveness of internal control mechanisms.

This series of inconsistencies demonstrates the weak implementation of legal norms in banking operations. Referring to Soerjono Soekanto's theory of legal effectiveness, a legal norm can be considered effective only when there is conformity between the rule and the behavior of those governed by it. In this context, banking law failed to function properly because the bank as the primary legal subject did not comply with prudential standards.

Such violations not only result in financial losses but also generate legal and reputational risks. If these practices persist, public trust in banking institutions will erode, even though trust constitutes the fundamental foundation upon which the banking sector operates.

Legal Liability of Banks in Cases of Non-Performing Loans

Within the banking legal system, the forms of legal liability borne by a bank may vary depending on the nature of the violation and its consequences. Generally, such liability may arise in three distinct domains.

First, administrative liability, which involves sanctions imposed by the Financial Services Authority (OJK) or Bank Indonesia when a bank is proven to have violated banking regulations, such as weak internal controls or failure to apply the prudential principle.

Second, civil liability, which arises when a bank is required to compensate another party for losses based on Article 1365 of the Indonesian Civil Code concerning unlawful acts (*onrechtmatige daad*).

Third, criminal liability, which may occur if elements of fraud, embezzlement, or conduct qualifying as corruption are found in the credit granting process.

Mulyono emphasizes that the concept of bank liability is closely linked to the principle of *fiduciary duty*, namely the moral and legal obligation of banks to act honestly, prudently, and in the best interests of their customers. When this principle is violated, liability may be borne not only by the banking institution but also by individual employees directly involved. In cases of serious credit irregularities causing substantial losses, OJK is authorized to intensify supervision, evaluate the bank's soundness level, and even restrict its business activities. This demonstrates the strong role of the state in safeguarding the integrity of the financial sector through administrative law enforcement mechanisms.

The non-performing loan case at Maybank Cilegon illustrates that the issue extends beyond internal banking matters and constitutes a matter of public law, as it concerns the protection of society as users of financial services. In this context, bank liability can be examined from three perspectives: administrative, civil, and criminal (where criminal intent is proven).

From an administrative standpoint, OJK has the authority to impose sanctions on banks that fail to implement the prudential principle. These sanctions may include written warnings, restrictions on operational activities, or revocation of business licenses, as stipulated in Article 52 of Law Number 21 of 2011 concerning the Financial Services Authority.

In the civil domain, a bank's negligence that causes losses to other parties qualifies as an unlawful act under Article 1365 of the Indonesian Civil Code. Accordingly, if the non-performing loans at Maybank Cilegon resulted from procedural negligence or employee misconduct, financial liability attaches not only to individual perpetrators but also to the bank as a legal entity.

Meanwhile, criminal liability may arise if intentional acts such as fraud, document manipulation, or collusion between bank employees and debtors are established. For instance, falsification of collateral documents or fabrication of financial data may be subject to Article 49 paragraph (1) letter (a) of Law Number 10 of 1998, which imposes criminal sanctions on bank officials whose actions cause harm to the bank.

From this perspective, it is evident that bank liability in cases of non-performing loans encompasses broad dimensions. Violations of the prudential principle not only result in economic losses but also undermine public trust in banking institutions, which are expected to uphold integrity and transparency as core values.

Efforts to Prevent and Enforce the Prudential Principle Going Forward

Based on the preceding analysis, it is evident that the emergence of non-performing loans at Maybank Indonesia Tbk, Cilegon Branch, represents a concrete example of the inconsistency between *Das Sollen* what ought to be implemented under the law and *Das Sein* what actually occurs in practice. Deviations from the prudential principle as expressly mandated in the Banking Law and the relevant OJK Regulations indicate that these legal provisions have not been implemented consistently in the bank's operational activities. From a legal perspective, such conditions may give rise to various forms of liability, ranging from administrative sanctions and civil claims to criminal responsibility, depending on the degree of negligence and the consequences arising therefrom (Law No. 10 of 1998 on Banking; OJK Regulation No. 11/POJK.03/2020).

This case illustrates that the effectiveness of banking regulation is largely determined by the integrity of its implementers and the firmness of law enforcement. Even well-established legal norms will not function properly if they are not accompanied by disciplined implementation and transparent supervision. This situation further demonstrates that the practical application of the prudential principle remains a significant challenge at the operational level of banking institutions.

In order to strengthen supervisory functions and prevent the recurrence of similar problems, several corrective measures may be considered, including: (a) reinforcing internal supervision through stricter compliance audits and technology-based risk mitigation systems; (b) providing regular training on banking ethics and regulations to ensure that all employees understand the legal consequences of procedural violations; (c) optimizing whistleblowing mechanisms to reduce the potential for collusion and moral hazard; and (d) enhancing cooperation between the Financial Services Authority (OJK) and law enforcement agencies to ensure that legal enforcement is carried out both preventively and repressively (OJK Regulation No. 11/POJK.03/2020).

Beyond these technical measures, the commitment of top management to fostering a culture of compliance is also crucial. As emphasized by Munir Fuady, banking law cannot operate effectively unless it is supported by the integrity and moral awareness of those responsible for implementing it. This underscores that the enforcement of the prudential principle is not merely a matter of regulatory compliance, but also a reflection of ethical responsibility within the banking sector (Fuady).

CONCLUSION

The examination of the practice of granting non-performing loans at Bank Maybank Indonesia Tbk, Cilegon Branch, indicates a substantial gap between the applicable legal norms (*Das Sollen*), as stipulated in Law Number 10 of 1998 on Banking and OJK Regulation Number 11/POJK.03/2020 concerning Risk Management for Commercial Banks, and the actual implementation of credit procedures in practice (*Das Sein*). The prudential principle and comprehensive credit analysis that should be rigorously applied were not optimally implemented, particularly in assessing the prospective debtor's repayment capacity and the quality of collateral. This condition has consequently given rise to the risk of non-performing loans (NPLs).

From a juridical perspective, every bank is obligated to ensure that credit disbursement is conducted based on adequate considerations and in compliance with prevailing legal provisions. The disparity between legal norms and practical implementation further reflects weaknesses in internal supervision and the ineffective application of risk management at the branch level. In light of these issues, strengthening supervisory mechanisms, enhancing employee competence, and imposing clear sanctions on parties who fail to uphold the prudential principle are essential measures. Such efforts are necessary to ensure that the primary objective of banking law namely, safeguarding the stability and reliability of the national financial system can be achieved optimally.

REFERENCES

Alfiana, A., Judijonto, L., & Al-Amin, A. (2025). Credit risk management strategies for financial stability in the banking sector. *COSMOS: Jurnal Ilmu Pendidikan, Ekonomi dan Teknologi*, 1(5). https://doi.org/10.37567/cosmos.v1i5.174

Bambang Sunggono. (2017). *Metodologi Penelitian Hukum*. Jakarta: Raja Grafindo Persada.

Choiriyah, C. (2024). Hukum perbankan dan perasuransian Indonesia dalam perspektif hukum Islam. *SALAM: Jurnal Sosial dan Budaya Sy-arî*, 6(3).

https://doi.org/10.15408/sjsbs.v6i3.11532
Ditta, A. S. A., & Ardianingsih, A. (2024). Efficiency, credit risk and financial stability in national banking sector in Indonesia. *Jurnal Akuntansi Kajian Ilmiah Akuntansi (JAK)*, 11(1). https://doi.org/10.30656/jak.v11i1.6454
Djumhana, M. (2019). *Hukum Perbankan di Indonesia*. Bandung: Citra Aditya Bakti.
Febriyanti, M., & Haryanto, I. (2024). Perbandingan regulasi bank digital di Indonesia dan Singapura. *Ajudikasi: Jurnal Ilmu Hukum*, 7(2). https://doi.org/10.30656/ajudikasi.v7i2.7724
Fransiska, W., & Ismanto, H. (2024). Determinan risiko kredit bank umum di Indonesia. *Revitalisasi: Jurnal Ilmu Manajemen*, 14(1). https://doi.org/10.32503/revitalisasi.v14i1.7128
Hermansyah. (2021). *Hukum Perbankan Nasional Indonesia*. Jakarta: Kencana Prenada Media Group.
Ibrahim, J. (2018). *Teori dan Metodologi Penelitian Hukum Normatif*. Malang: Bayumedia Publishing.
Idris, M. (2024). Bank secrecy: An overview on the rule of sharia banking law in Indonesia. *Jurnal Komunikasi Hukum (JKH)*, 3(2). https://doi.org/10.23887/jkh.v3i2.11824
Kasmir. (2021). *Manajemen Perbankan*. Jakarta: Raja Grafindo Persada.
Mafaza, J., Dwi Safitri, M., Tenika, E., & Lestari, H. S. (2024). The influence of credit risk on bank profitability in Indonesia. *Indonesian Interdisciplinary Journal of Sharia Economics (IIJSE)*, 8(1). https://doi.org/10.31538/iijse.v8i1.6029
Mala, C. M. F., & Jumono, S. (2025). Credit risk management via capital adequacy: Insights on stability from Indonesia regional banks. *Jurnal Ilmiah Manajemen Kesatuan*, 13(4), 2293–2304. https://doi.org/10.37641/jimkes.v13i4.3175
Marzuki, P. M. (2019). *Penelitian Hukum*. Jakarta: Kencana Prenada Media Group.
Mulyani, S. (2020). Manajemen risiko perbankan di era digitalisasi keuangan. *Jurnal Hukum dan Bisnis*, 7(2), 123–138.
Mulyono, G. S., Saktiawan, P., & Mujito. (2025). Case study in the Indonesian banking sector: Implementation of the policy on the use of collateral in the People's Business Credit (KUR). *Dinasti International Journal of Economics, Finance & Accounting*, 6(1). https://doi.org/10.38035/dijefa.v6i1.4430
Peraturan Otoritas Jasa Keuangan Nomor 11/POJK.03/2020 tentang Manajemen Risiko bagi Bank Umum. Jakarta: Otoritas Jasa Keuangan.
Pratiwi, R., Jummaini, Y., & Ristati. (2025). The influence of capital adequacy, liquidity, bank size, and profitability on credit risk in commercial banks category BUKU IV. *JRMSI: Jurnal Riset Manajemen Sains Indonesia*. https://doi.org/10.21009/JRMSI.014.2.06
Putra, I. G. N. A., & Suryaningsih, N. L. (2023). Implikasi hukum terhadap pelanggaran prinsip kehati-hatian dalam pemberian kredit perbankan. *Kertha Semaya: Journal Ilmu Hukum*, 11(5), 879–893. https://doi.org/10.24843/KS.2023.v11.i05.p08
Putri, D. A., Azali, D. W., & Legiman, A. P. P. (2025). Sistem pengawasan bank pasca kasus BLBI dalam mendorong reformasi perbankan di Indonesia. *Journal Sains Student Research (JSSR)*, 3(1). https://doi.org/10.61722/jssr.v3i1.3254
Rachmawati, D., & Sutopo, B. (2022). Analisis prinsip kehati-hatian dalam pemberian kredit oleh bank umum di Indonesia. *Jurnal Hukum dan Pembangunan Ekonomi (JHPE)*, 10(2), 145–160. https://doi.org/10.23917/jhpe.v10i2.8934
Raharjo, B. (2020). *Aspek Hukum dalam Transaksi Perbankan di Indonesia*. Yogyakarta: Deepublish.
Rahayu, N., & Santoso, D. (2021). Analisis hukum terhadap prinsip kehati-hatian dalam

pemberian kredit oleh bank umum di Indonesia. *Jurnal Ilmu Hukum Lex Scientia*, 9(1), 45–59.
Soekanto, S., & Mamudji, S. (2020). *Penelitian Hukum Normatif: Suatu Tinjauan Singkat*. Jakarta: Rajawali Pers.
Suharnoko. (2018). *Hukum Perjanjian: Teori dan Analisis Kasus*. Jakarta: Kencana Prenada Media Group.
Susilo, Y., & Triandaru, S. (2018). *Bank dan Lembaga Keuangan Lain*. Jakarta: Salemba Empat.
Undang-Undang Nomor 10 Tahun 1998 tentang Perbankan. *Lembaran Negara Republik Indonesia Tahun 1998 Nomor 182*.
Undang-Undang Nomor 21 Tahun 2011 tentang Otoritas Jasa Keuangan. *Lembaran Negara Republik Indonesia Tahun 2011 Nomor 111*.
Utari, F., & Viverita, V. (2025). The effect of credit risk and bank size on bank profitability in Indonesia before and during the COVID-19 pandemic. *IIJSE*, 7(3). https://doi.org/10.31538/iijse.v7i3.5956
Wibowo, A. (2022). Kredit bermasalah dalam perspektif hukum perbankan dan tanggung jawab bank. *Jurnal Ekonomi dan Hukum Perbankan*, 14(3), 211–228.
Wulandari, A., Nathanael, K. D., & Lestari, H. S. (2024). The influence of risk management on company value commercial bank in Indonesia. *International Journal of Accounting and Management Research (IJAMR)*, 6(2). https://doi.org/10.30741/ijamr.v6i2.1598
Zanuar Virgantara, D., & Mutamimah, M. (2023). Peran good corporate governance dalam menurunkan credit risk pada bank yang go public di Bursa Efek Indonesia. *Jurnal Bisnis dan Ekonomi*, 29(2). https://doi.org/10.35315/jbe.v29i2.9246