



Volume 5 Issue 2, 2024

E-ISSN: **3025-3993**

This work is licensed under a [Creative Commons Attribution 4.0 International License](https://creativecommons.org/licenses/by/4.0/)

Settlement of Default Disputes in Credit Agreements between Banks BPR (BUMD BIMA) and Customers Using State Attorneys

Uni Apriani¹

¹Master of Notarial Universitas Islam Malang,

Email : aprianiuni@gmail.com

Abstract : The State Attorney is a government apparatus that acts in law enforcement in accordance with Law Number 11 of 2021 concerning Amendments to Law Number 16 of 2004. The problems raised by the author are to determine the Settlement of Default Disputes in Credit Agreements Between BPR Banks (BUMD BIMA)) With Customers Who Use State Attorneys (Studies At the Coastal Bank of Bima City). The research method uses sociological juridical in the form of interviews conducted by the author directly. Based on the results of the study that in its duties and authorities the State Attorney's Attorney has a very important role in law enforcement, however regarding the above provisions, namely Law Number 11 of 2021 concerning the Indonesian Prosecutor's Office, if what is discussed is related to non-litigation settlement of default disputes, then these rules has not been able to accommodate comprehensively related to mediation efforts carried out by JPN, as stipulated in the Law. For this reason, additional rules are needed, namely the provisions contained in the Decree of the Attorney General of the Republic of Indonesia No: Kep.225/A/J/A/3/2003 Regarding Duties and Authority of State Attorney.

Keywords : Duties, Roles, Prosecutor

1. Introduction

The state of Indonesia is a state of law. Therefore, to realize the ideals of a nation requires adequate organization. The rule of law in question is one that upholds truth and justice, and there is no power that cannot be accounted for . States should intervene to implement abstract laws by providing various institutions for this purpose.

The Prosecutor's Office is a government institution that holds law enforcement power in a country and exercises its power based on the law, considering that the Prosecutor's Office always occupies office with the right to very extensive, because it is always assigned to handle such cases. The Public Prosecutor in charge of civil and TUN is also referred to as JPN Based on the Attorney General's Order of the Republic of Indonesia No.: PER-025/A/JA/11/2015 concerning Guidelines for the Implementation of Prosecution, Other Actions and Services in TUN and the public sector. Therefore, prosecutors can also be referred to as JPN, where JPN is a prosecutor who has civil duties and TUN and is appointed based on a special power of attorney to act properly inside and outside the court, which acts as an agent/representative of the state, the community of SOEs/BUMDs and the government. JPN's prosecution based on the Attorney General's Order No.: PER-018/A/JA/07/2014 concerning JAMDATUN Standard Operating Procedures reads: "Gotong royong is JPN's duty in civil cases and state

administration to represent state institutions, government agencies at the central / local government, SOEs / BUMDs based on special powers, both as plaintiffs and defendant, conducted in litigation as well as outside litigation."

In this case, BPR Pesisir Akbar is a Regional Owned Enterprise (BUMD). The Bank's duty in supporting national development is contained in Law Number 10 of 1998 concerning Banking, which states that the Indonesian banking system aims to support its implementation National development in order to realize justice and increase national stability in order to improve welfare. from people. also stated that the banking function in Indonesia, in addition to channeling and collecting public funds, also plays a very important role in encouraging national development. The function of the bank is to be an intermediary for people who are overfunded, for people who lack funds, because Its very important role, banks can be classified as the lifeblood of the national economy.¹

Based on Article IX of the Loan Agreement Number: 200071/BPR/06/2015/11. June 2015 reads paragraph (1) "The debtor gives full power of attorney to PT BPR PESISIR AKBAR in Bima Tente. This can be done immediately if the debtor/credit customer is unable or neglects to pay credit installments (principal + interest) as long as the default frequency is more than (three) times." And paragraph (2) reads: "If the sale of goods/collateral obtains added value from the principal, interest, penalties and other costs , the bank will reimburse the debtor".

With the discussion that has been described, in this case the author is interested in conducting research on the Akbar Bima Coastal BPR. The author chose BPR Pesisir Akbar Bima because the author wants to examine how efforts are made to resolve cases of loan agreement defaults made by BPR clients Pesisir Akbar with the help of the prosecutor's office, whether in accordance with applicable regulations. With this background, the author is interested in making a research paper entitled "Juridical Sociological Analysis of Default Dispute Resolution in Credit Agreements Between BPR Pesisir Akbar (BUMD BIMA) and customers using the District Attorney's Office".

2. Method

The method used is qualitative analysis, this qualitative analysis is descriptive, namely data in the form of words and interviews conducted directly by the author. Qualitative research method is a method that uses in-depth analysis techniques carried out through analysis of default dispute resolution between BPR Pesisir Akbar (BUMD Bima) with clients, using the prosecutor's office of BPR Pesisir Akbar.

¹ Sugiono, Method Research Quantitative Qualitative and R&D, (Bandung: Alfabeta, 2018), Pp 247- 252

3. Discussion

A. Overview of BPR Pesisir Akbar (Bima City)

1) Profile of BPR Pesisir Akbar

BPR Pesisir Akbar is a business entity that collects community funds in the form of savings and distributes them to the community in the form of loans or in other forms to improve living standards. People who carry out traditional business activities or based on sharia principles, which are carried out do not provide transportation services in their activities. BPR plays an important role as a fundraiser and lender to the community. Starting from the desire to help farmers, clerks and laborers to escape the trap of loan sharks (lenders) who issue high-interest loans, then was born People's Credit Institutions. BPR Pesisir Akbar Bima was originally established in 2007 in Bima which is located at Jalan Sultan Muhamad Salahuddin, Panda, Palibelo, Panda, Palibelo, Bima, West Nusa Tenggara. 84173, Indonesia with number of offices branch until 2013, there is 1 head office and 7 cash offices and 2 service offices operating in Bima, West Nusa Tenggara Province.

2) Vision and Mission of BPR Pesisir Akbar

BPR Pesisir Akbar Bima has a vision and mission in accordance with what was designed by PT. BPR Pesisir Akbar, which is as follows :

Vision : Increase the development and progress of people's economic development, especially for coastal and surrounding communities.

Mission :

- a. The collection of funds from coastal communities in the form of deposits in the form of time deposits, savings, or other forms likened to it.
- b. Provide light credit.
- c. Provide financing to customers based on the principle of profit sharing in accordance with the provisions of state laws and regulations.

3) Organizational Structure of BPR Pesisir Akbar

Organizational structure is an arrangement that is formed systematically so that there is a relationship in each position occupied in an organization. The formation of an organizational structure is certainly the result of careful consideration of the responsibilities carried out in accordance with the position in each structure. Achieving goals in an organization is not an easy thing, so a strategy is needed to achieve it. Therefore, in achieving its goals, BPR Pesisir Akbar Bima certainly has an organizational structure that connects 1 (one) position with other positions. Transfer of position or leadership is not an easy thing and cannot be handed over to parties who do not master the field. So that the company becomes systematic, effective and efficient with the formation of an organizational structure, so that the company's vision and mission that have been set can be more easy to achieve.

B. Business run by BPR Pesisir Akbar Bima City

The business carried out by BPR Pesisir Akbar Bima City is by providing services to its customers, PT BPR Pesisir Akbar has several superior products, both savings, credit and time deposits. In savings products in the form of TAMASIR, namely coastal community savings, TIRAM is civil society savings and TAUHID is in the form of Hajj and Umrah savings.

C. Implementation of the Credit Agreement of BPR Pesisir Akbar Bima

1) BPR Pesisir Akbar Bima Credit System

The Akbar Bima Coastal BPR Loan uses the Implementing Bank Loan Scheme operated by the Coastal Community Empowerment, Directorate General of Marine, Coastal and Small Islands, Ministry of Marine Affairs and Fisheries and has been operating for 4 years from 2004 to 2007. So far, 277 microfinance institutions (MFIs) have been established in all coastal areas of Indonesia. This is certainly an encouraging achievement because with the existence of MFIs, coastal communities will find it easier to access funds to increase their business capital. The implementation of the PT BPR Pesisir Akbar Bima Loan Agreement begins by filling out a form and providing a photocopy of personal identity (KTP, SIM or passport). Photocopy of marriage certificate (if married). Photocopy of Family Card (KK). Then an interview was conducted between the debtor and the creditor, then the efforts made by BPR Pesisir Akbar Bima were to conduct a credit analysis for knowing the feasibility of a loan application, whether the loan applicant has the ability and willingness to fulfill his obligations towards paying back the loan offspring. If the credit analysis process is successful, BPR Pesisir Akbar Bima conducts a credit realization credit contract for BPR Pesisir Akbar Bima customers.

2) Rights and Obligations of the Parties Customer Rights

Article 4 Chapter III of Law Number 8 of 1999 concerning Consumer Protection expressly mentions consumer rights, namely:

- a) The right to comfort, safety and security in consuming goods and/or services.
- b) The right to choose goods and/or services and to receive goods and /or services in accordance with the exchange rate and the conditions and guarantees promised.
- c) The right to true, clear and honest information about the condition and guarantee of goods and / or services.
- d) the right to hear his opinions and complaints about the goods and/or services used.
- e) the right to advocacy, protection and appropriate efforts to resolve consumer disputes.
- f) right to consumer advice and information.
- g) The right to be treated or served fairly and honestly and non-discriminatory.
- h) The right to indemnity, indemnity and/or replacement if the goods and/or services received are not in accordance with the contract or are not as they should be.

i) Rights regulated by the provisions of other laws and regulations.

3) Customer Obligations

The customer's obligation in general is to pay attention to the physical form of the bank, which requires monitoring and analysis of important indicators that can detect symptoms of possible problems with the bank. Things that customers need to pay attention to are as follows:

- a) Fill out the form provided by the bank and sign it according to the service requested by the potential customer.
- b) Meet the requirements set by the bank.
- c) Initial deposit of funds required by the bank. In this case, the initial financing varies greatly depending on the type of service requested.
- d) Deposit the initial capital set by the bank.
- e) Submit a checkbook or checking account or savings account.

4) Bank Rights

The rights of BPR Pesisir Akbar are as follows:

- a) Receive a commission for services provided to clients.
- b) Refuse payment if it does not meet mutually agreed conditions.
- c) Auction of collateral in the event that the customer cannot repay the loan given to him by a loan agreement signed by both parties.
- d) Termination of customer accounts is quite common in practice.
- e) Get a checkbook, bilyet giro, passbook, credit card in case of account closure.

D. Settlement in Case of Default in Credit Agreement at BPR Bima City

1) Overview of Debtor Default in BPR Pesisir Akbar Bima City.

In principle, default occurs when the debtor acts negligently or intentionally negligently. Default means not fulfilling the obligations promised in the order if the debtor does not do what he expects by not doing something wrong due to negligence, violating his promise or not doing what is supposed to be done in the contract². From the number of customer data, it is known that BPR Pesisir Akbar Bima defaulted in 2020, with a percentage of 3.38%, 562 people with a total of 19 people. In this case, BPR Pesisir Akbar Bima took extra-judicial and judicial routes with a total of 18 clients that could be settled out of court in the 2020 period. with a total percentage of 3.20%, then for clients who can be resolved through the judicial process to become 1 person in the 2020 Period with a share of 0.18%.

So in this case, the data obtained related to default cases committed by BPR Pesisir Akbar customers was recorded as BPR Pesisir Akbar Bima customers revealed that the arrears solely because of economic factors that cause the financial condition of BPR Pesisir Akbar Customers to decline so that they cannot pay off loans to BPR Pesisir Akbar Bima, then another

² Wirjono Prodjodikoro, *Principle-Principle Law Covenant* Mandar Forward. Bandung, 1993, thing 17

thing that is more specifically the cause of BPR Pesisir Akbar Bima customers making arrears due to the unstable income of the Bima people who generally work as a fisherman, then the factor causing the Akbar Bima Coastal BPR Customer to make arrears is also due to the loan being used as business capital so that the Coastal BPR Customer Akbar also revealed that there was a decrease in the purchasing power of the surrounding community towards the business run by BPR Pesisir Akbar Customers and caused these customers to experience losses that result in arrears in the payment process to BPR Pesisir Akbar Bima.

Therefore, the concrete example of default committed by debtors in BPR Pesisir Akbar Bima is by not carrying out their obligations as debtors and having made promises (default) on the agreement by not performing obligations. As for the position of the case on September 28, 2017, an addendum was carried out number: 201851 / BPR / 19/2017 Rini Rikasari who is domiciled as a debtor received loan of IDR 177,000,000 (One Hundred Seventy Million Rupiah) with a period of 60 (sixty) months until September 28, 2022, Credit Realization Receipt signed by the plaintiff and defendant on September 28, 2017.

Based on the description above, it can be seen that the default dispute committed by Rini Rikasari has met the default category or not. But before talking about default, it would be better to remember the basis for default, namely the agreement. This is in accordance with the provisions of Article 1313 of the Civil Code which regulates an event where a person promises to another person or where two people promise each other to do something. In addition, it also sees the provisions regarding the legal terms of the agreement in Article 1320 of the Civil Code, where each party is obliged to fulfill its responsibilities and has the right to get rewards or achievements from the deal.

If associated with a Rini-Rikasari dispute, the debtor's default (negligence or negligence) can be: 1) not doing what was promised; 2) Fulfilling what was promised, but not as promised; 3) do what was promised but too late; 4) Do something that has been agreed not to do. In this case, the default case committed by BPR Pesisir Akbar An's customer. Rini Rikasari is included in the category of innate, but not as promised.

2) Default Settlement in Lending at BPR Pesisir Akbar Bima

The settlement of default of BPR Pesisir Akbar through the bank through two ways, namely through court proceedings and through non-judicial procedures, court procedures are settlements carried out in court while out-of-court settlement is an out-of-court settlement and is an out-of-court settlement. made so that the parties involved get a fair meeting place to resolve payment defaults more quickly, efficiently and with a guarantee of confidentiality, thus minimizing damage to the bank's image.

In some cases, defaults committed by BPR Pesisir Akbar Bima customers can mostly be resolved by giving (SOMASI) by BPR Pesisir Akbar Bima to customers who do default due to negligence in payments that have

been agreed between BPR Pesisir Akbar Bima and the Customer. Then in this case, the BPR Pesisir Akbar Bima asked for legal assistance to the State Attorney of the Bima State Attorney to avoid possible customer negligence BPR Pesisir Akbar Bima suffered losses.

With the default case committed by BPR Pesisir Akbar Bima Customer, the State Attorney chose an alternative to resolve the default through a non-litigation and litigation process with completion stage, namely;

3) Non-Litigation

In this case, the extrajudicial efforts of PT BPR Pesisir Akbar are in the form of referral efforts to default customers of BPR Pesisir Akbar Bima. Through various negotiation efforts carried out by 19 defaulting BPR Pesisir Akbar customers, it was found that 12 BPR Pesisir Akbar Bima customers reached an agreement after receiving the letter Stern Warning (SOMASI) from BPR Pesisir Akbar Bima, then 7 customers of BPR Pesisir Akbar Bima, who ignored the Firm Reprimand Letter (SOMASI) of BPR Pesisir Akbar Bima and have not found common ground, asked for legal assistance from BPR Pesisir Akbar Bima to the prosecutor's office, which was then issued by the Attorney General's Office into a Firm Reprimand Letter (SOMASI) with procedures Arbitration conducted by a team of prosecutors as arbitrators and persuasive approach. The trick is to conduct a formal interview first, in this effort the Attorney General's Office prioritizes efforts outside the court process rather than the process court, in this case BPR Pesisir Akbar Bima and the Prosecutor's Office mostly settle cases of default by clients of BPR Pesisir Akbar legally. Juridically Wise, thus 6 out of 7 clients of BPR Pesisir Akbar can be resolved through out-of-court procedures by the Attorney General's Office through a mediation process with an agreement to fulfill its obligations as a debtor to creditors, namely BPR Pesisir Akbar Bima. So in this case there is 1 customer of BPR Pesisir Akbar An. Rini Rikasari who in this case did not fulfill her request to fulfill her obligation as a debtor to pay arrears to BPR Pesisir Akbar Bima or a Firm Reprimand Letter (SOMASI) which issued by the Attorney General based on a Joint Agreement (MOU) between BPR and the Raba-Bima Prosecutor's Office Number: 005/PKS/BPR-KEJARI/XI/2020, BPR Pesisir Akbar Bima requested legal assistance from the Raba-Bima State Prosecutor's Office to take over the guarantee at BPR Pesisir Akbar Bima. In the absence of similarities, the prosecutor raised his status to litigation.

Then it was also known that 6 people out of a total of 19 customers of BPR Pesisir Akbar whose defaults were not successfully resolved internally through negotiations by BPR Pesisir Akbar, therefore from BPR Pesisir Akbar asked for help from the State Attorney to resolve the default disputes of the 6 customers by making a special power of attorney which gave power of attorney to State's Attorney to handle the default dispute. This is in accordance with Law Number 11 of 2021 concerning Amendments to Law Number 16 of 2004 concerning the Indonesian Prosecutor's Office, namely

Article 18 which basically states that the Attorney General with special powers or because of his position and position acts as the State Attorney, in the civil and administrative fields of the state and the constitution in all judicial environments, both inside and outside the courts for and on behalf of the state or government, as well as the public interest.³ Considering that BPR Pesisir Akbar is a regional-owned enterprise that is also included in the regional government, so it can be said in cases of default disputes BPR Pesisir Akbar customer, the Attorney General is authorized as a Lawyer Attorney as stipulated in the provisions of the article above.

4) Litigation

Based on the description described above, it is known that the total number of customers who committed defaults was 19 people, with 12 people successfully resolved in negotiation efforts by the Bank Pesisir Akbar himself, and 6 people were successfully resolved in mediation efforts by the State Attorney. However, there was 1 (one) customer on behalf of Rini Rikasari who in the peace effort never heeded the summons of the warrant / reprimand (somasi) given by BPR Pesisir Akbar and the State Attorney. Due to the absence of good faith from Rini Rikasari and the lack of results in non-litigation efforts, the State Attorney raised the status of dispute resolution to the litigation track.

Based on the description above, it is known that the State Attorney has given a subpoena to Rini Rikasari but for these efforts did not get any response, JPN's action has been in accordance with Article 1238 of the Civil Code on the rules for granting summons.

E. Duties and Roles of the State Attorney in Resolving Default Cases of BPR Pesisir Akbar Bima Customers

Role, Function and Authority of the State Attorney in Resolving Default Cases of BPR Pesisir Akbar Bima Customers

The role of the prosecutor's office is regulated in Law Number 11 of 2021 concerning Amendments to Law Number 16 of 2004 concerning the Attorney General of the Republic of Indonesia, precisely Articles 18 and 30C letter f which are essentially states that the Prosecutor's Office has a role and authority in the civil case process, namely mediating in the settlement of civil disputes in the event of default, the Prosecutor's Office, in carry out its duties and authorities in its position as a judicial organ in criminal prosecution, upholding the rule of law as an absolute prerequisite for the implementation of public life, nation, and state. The role of the prosecutor's office is to mediate in the settlement of civil disputes. In this case, BPR Pesisir Akbar is a BUMD so that in accordance with the role, function and authority of the prosecutor's office: "JPN can provide advice to resolve civil disputes involving government agencies, SOEs, and SOEs, whose settlement can be resolved in court or outside the court. For this reason, BPR Pesisir Akbar requested legal assistance from the

³ Article 18 Law Number 11 Year 2021 About Prosecutors Republic Indonesian

Prosecutor's Office to resolve default cases committed by BPR Pesisir Akbar customers.

As for default cases processed by the Bima Prosecutor's Office and transferred to the District Court, the results showed that the Attorney General's Office carried out its function legally, namely providing legal services and prosecution of civil cases, namely default against BPR Pesisir Akbar Bima with the defendant

4. Conclusion

The implementation of the loan agreement at BPR Pesisir Akbar Bima takes place in three stages, in the first stage prospective customers bring the loan application requirements and fill out the form with personal data and attach a photocopy of identity document. Then the second stage is to conduct interviews between BPR Pesisir Akbar and prospective customers. At this stage, BPR Pesisir Akbar will contain several questions related to the type of credit taken by prospective customers as well as the feasibility and ability of prospective customers. This stage is the credit analysis stage conducted by BPR Pesisir Akbar, including credit agreements, SP3K, commitment and credit realization.

1. The steps to resolve the default dispute of BPR Pesisir Akbar customers resolved by the prosecutor's office are carried out in two ways:
2. Non-judicial non-judicial settlement efforts will be carried out by the prosecutor's office with mediation efforts against BPR Pesisir Akbar Bima clients using a persuasive approach where JPN mediators will provide an understanding of the obligations and sanctions of BPR Pesisir Akbar Bima to clients in accordance with applicable regulations. The content of the agreement and the public prosecutor will propose as much as possible to resolve arrears disputes more effectively, namely through mediation and the public prosecutor as arbitrator.
3. Litigation is carried out by the prosecutor, if there is no agreement between BPR Pesisir Akbar Bima and the client, the prosecutor will raise the status to litigation and file a lawsuit in court.

The role of the Prosecutor in the Dispute over Default of BPR Pesisir Akbar is as an organ that provides justice, mutual assistance and civil enforcement, namely the default of BPR Pesisir Akbar's clients who are Bima debtors Pesisir as the debtor of Bima Pesisir Akbar. . In the process of resolving default disputes, the prosecutor's office in accordance with its duties and habits provides legal assistance as an agent of a government agency or. The Public Prosecutor can then represent SOEs/SOEs with a special adult guardianship system as state institutions, central/local governments, or plaintiffs, depending on their duties and authorities. Defendants are committed during judicial proceedings or outside the court.

5. References

Books

H., Sophar Maru. 2011. *Technical Civil Court Practice Handling Cases in Court*. Jakarta: Sinar Grafika.

Miru, Ahmadi. 2007. *Contract Law Contract Drafting*. Jakarta: PT. King Grafindo Persada.

Nazir, Moh. 2014. *Research Methods*. Cet.9. Bogor: Ghalia Indonesia.

Nugroho, Susanti Adi. 2019. *Benefits of Mediation as an Alternative to Dispute Resolution*. Jakarta: Premadia Group.

Rusdiana. 2015. *Conflict Management*. Bandung: Pustaka Setia.

Jusuf, Muhammad. 2014. *Prosecution Law*. Surabaya: Laksbang Justitia.

Soni, et al. 2020. *A Theoretical Review of Social and Legal Conflict Management*. Bantul: Pandiva Books

Sudiarto. 2015. *Negotiation, Mediation, & Arbitration of Alternative Dispute Resolution in Indonesia*. Bandung: Pustaka Reka Cipta.

Wiranatha, I Made. 2006. *Writing Guidelines : Research Proposals, Thesis , and Thesis*. Yogyakarta: Andi.

Journal and Thesis

Agus Kelana Putra et al. *The existence of the Prosecutor's Agency as a state lawyer in law enforcement in the civil and administrative fields*. Unsyiah Journal Vol 1 Number 2. August 2017

Nurdiani, Nina. 2014. *Snowball Sampling Techniques in Field Research*. ComTech, 5(2).

Budiono, Abdul Rachmad. *The role of prosecutors in civil cases is based on Article 30 paragraph (2) of Law No. 16 of 2004 concerning the Attorney General of the Republic of Indonesia*. Journal of Faculty of Law, Universitas Brawijaya. 2015.

Fahrudin, Andi. *Duties and Authorities of the Prosecutor's Office in the Civil and State Administration Fields (Case Study at the West Kalimantan High Prosecutor's Office)*. Thesis of Makassar State University. 2013.

Juristoffel Simanjuntak. *Juridical Study of the Provision of Legal Assistance to State Attorneys in Civil and State Administrative Cases*. Ejournal Unsrat Vol VI Number 1. January-March 2018.

Lukman Hakim. *The authority of state organs in the administration of government*. Journal of the Constitution Vol IV Number 1. January 2011.

Legislation

Constitution of the Republic of Indonesia Year 1945.

Law Number 5 of 1999 concerning the Attorney General of the Republic of Indonesia. Law Number 18 of 2003 concerning Advocates.

Law Number 14 of 2004 concerning the Attorney General of the Republic of Indonesia.

Presidential Regulation of the Republic of Indonesia No. 38 of 2010 concerning Organization and Work Procedures of the Attorney General of the Republic of Indonesia.

Attorney General Regulation Number 040/A/JA/2010 concerning Standard Operating Procedures (SOP) for the Implementation of Duties, Functions and Authorities of Civil and State Administration.

Regulation of the Attorney General of the Republic of Indonesia Number: PER-025/A/JA/11/2015 concerning Guidelines for the Implementation of Law

Enforcement, Legal Considerations, Other Legal Actions and Legal Services in the Civil and State Administrative Fields.

Attorney General Regulation Number: 007/A/JA/08/2016 concerning Amendments to the Attorney General Regulation of the Republic of Indonesia Number PER010/A/JA/06/ 2015 concerning the Strategic Plan of the Attorney General of the Republic of Indonesia for 2015-2019 .

Internet

<https://business-law-binus.ac.id/2018/12/26/penegakan-hukum-masalahnya-apa/>. Retrieved January 2, 2022.

<https://gugumridho.wordpress.com/2012/09/19/independensi-institusi-kejaksaan/>. Retrieved January 26, 2022.