



AGREEMENT BETWEEN CUSTOMERS AND PT PEGADAIAN IN TERMS OF GOLD SAVINGS AT PT PEGADAIAN CP. PRINGGAN

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Abstrack

Pegadaian, the trademark of PT Pegadaian (Persero), is a State-Owned Enterprise (BUMN) in accordance with POJK No. 31/POJK.05/2016. Its origins trace back to the Dutch East Indies Government, evolving into PN Pegadaian through Law No. 19 Prp.1960 jo. Subsequently, PN Pegadaian transformed into Jawatan Pegadaian under Government Regulation No. 7 of 1969 and Law No. 9 of 1969. This research underscores the significance of research methods in determining success, adopting a qualitative approach. The agreement on gold savings between customers and PT Pegadaian is governed by the gold savings Act, ensuring compliance with the requirements of Article 1320 of the Civil Code. Gold savings products at Pegadaian CP. Pringgan involve the installment-based sale and purchase of gold deposits. The disbursement process can be executed by printing or selling back gold to Pegadaian after reaching a 5-gram balance.

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I. INTRODUCTION

PT Pegadaian (Persero) is a public entity under BUMN that operates under POJK No. 31 / POJK.05 / 2016 under the Pegadaian brand.

In the era of the Indonesian government, the Pegadaian support system has developed since the Dutch East Indies era. Referring to Law no. 19 Prp.1960 jo, the status of Pegadaian has changed to Public Company (PN) Pegadaian. In addition, according to Indonesian Government Regulation No. 7 March 1969, on 11 March 1969, the Pawnshop District Court changed its location to the Pawnshop Bureau. On 1 August 1969, according to law no. On 9 September 1969, the form of the pawnshop service company was revised with the aim of increasing efficiency and productivity. The transformation led to the establishment of the joint venture company Pegadaian derived from Government Regulation No.1. No.10 of 1990, issued on 10 April 1990.

In 1990, Pegadaian turned into a public company (PERUM) and developed its business products into three activities, namely pawn, trust pawn, and deposit services. PT Pegadaian (Persero), which has the Pegadaian brand, was the first state-owned enterprise to open in Sukabumi on 1 April 1901. PT Pegadaian has spread to 4,400 depots across Indonesia, while its products and services can also be accessed through more than 11,000 resellers.

Pegadaian registered the name and logo as intellectual assets since 2009, extended in 2019 for the next 10 years. The Corporate Secretary of PT Pegadaian (Persero), R. Swasono Amoeng Widodo, explains this in the context of the Indonesian Pawnshop Company and the General Pawnshop Company, as follows:

Gadai is a common practice concept in foreclosure companies in Indonesia.

According to Article 1150 of the Civil Code, a pawn is the right of a person who has a debt to a movable object, whereby the movable object is transferred to the party who owes or has the debt, depending on the wishes of the party concerned.

Pegadaian Public Company

Salim HS (2004:97) explains that this company is a legal entity licensed to provide credit based on the principle of pawn in accordance with Article 1150 of the Civil Law. The goods used as collateral for the pawn must be under the control of the pawn holder, a principle known as the principle of *inbezitstelling*, which is a condition for the implementation of the pawn.¹

PT Pegadaian (PERSERO) is a non-bank entity that provides fast credit services to the public. Factually, Pegadaian has contributed positively to the community's economy, especially for those in the middle to lower economic status groups.

With the motto "Overcoming Challenges Without Obstacles," PT Pegadaian has a main focus on providing Fast and Safe Credit. KCA has a total of 3,249 loans granted to the public, with the hope that all segments of society utilise it for purposes that can boost economic growth.

These economic benefits can be channelled into consumer spending, thereby strengthening aggregate demand and national income. Pegadaian aims to provide certainty to its customers that their debts will be repaid according to the value of the goods used as collateral sanctions.

¹ MUHAMAD, AWAL ARDIANSYAH (2021) *TANGGUNG JAWAB PT. PEGADAIAN TERHADAP BARANG DEBITUR YANG HILANG* <http://eprints.unram.ac.id/21799/>

For example, items that can be turned into collateral include jewellery, gold bars, movable goods, laptops, and other electronic products. By applying a simple application procedure, the loan process can be done quickly, starting from a minimum loan amount of Rp. 50,000, with a loan period of 4 months which can be extended, and repayment can be done at any time. The calculation of rental fees during the loan period will be charged in cash or by transfer to the customer's account.

Perusahaan Umum Pegadaian, regulated by Government Regulation No. 103 Year 2000, is a state-owned enterprise based on Law No. 9 September 1969 on pawnshops. The company is authorised to carry out commercial activities and provide loans based on pawnshop principles. Meanwhile, pawnshops have the following aims and objectives:

1. Channelling contributions to improve the welfare of the community, especially for the lower middle class economy based on the provision and with the principle of pawn and financial services that comply with applicable regulations.
2. To prevent citizens from illegal pawnshop practices, usury and unauthorised lending.²

If the borrower cannot repay the credit within the period agreed in the note, the borrower has the right to request an extension. According to Article 1244 of the Civil Code, if the debtor cannot prove that the contract was not executed or could not be executed on time due to force majeure or unforeseeable causes, compensation for losses, costs, losses, interest, and even compensation is not required. the existence of bad intentions on the part of the debtor.³ A late penalty of 2% (two per cent) must be deposited every period of 7 days from maturity. Pegadaian is also active in supporting and implementing government policies related to economic programmes and national development, especially in providing credit to the public with movable property as collateral.

If a customer defaults twice in a row, where the first arrears fall into the loss category (M) and then the second arrears fall into the special supervision category (DPK), the customer will receive a warning letter or Somasi. If the customer does not respond to the third warning letter within 7 days after receiving the second warning letter, the customer is considered to have defaulted. After default occurs, the customer will carry out execution (forced sale/auction) of the collateral.⁴

As is known, gold is a high-value and liquid investment item that can be converted into currency quickly. Customers can start saving or depositing gold with a weight of 0.01 grams (at

² Bere, Kresensia Lin; Analisis pengaruh suku bunga dan biaya promosi terhadap pendapatan perusahaan umum (perum); 2017; hal 2

³ R. Subekti dan R. Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*, (Jakarta : PT . PraddnyaParamita, 2005), cet.ke XXXI, hal324

⁴ Erna Widyaningsih; Analisis Yuridis Perjanjian Kredit Angsuran Sistem Gadai (Krasida) dan akibat hukum jika terjadi wanprestasi di perum pegadaian cabang tegal botok kabupaten jember; <https://repository.unej.ac.id/handle/123456789/23945>; hal 13

Pegadaian special services), IDR 50,000 (through the Pegadaian digital platform), IDR 70,000 (through the Pegadaian syariah digital platform), or IDR 57,500 (through Pegadaian agents).⁵

II. RESEARCH METHODS

The selection of research methods is the main thing to complete a research. The success of research is highly dependent on the research methods applied.

A researcher is expected to have knowledge and understanding of the research methods used and the overall structure of the research. In this study, the method applied is a qualitative method.

2.1 Research Approach

The discussion approach used is descriptive qualitative analysis because the data obtained does not come in the form of numbers, but in the form of information and narrative sources that are detailed and in-depth. Qualitative data analysis is an analytical method that produces a description of the data, including written or oral responses, as well as real behaviour that is observed and studied thoroughly. This research aims to provide a description of the efforts made by the CP.Pringgan Pegadaian branch office in identifying and overcoming potential problems associated with gold pawning.

2.2 Type of Data

This writing uses primary data generated directly from Pegadaian CP. Pringgan such as closed or in-depth interviews with pawn employees.

2.3 Data Collection

This research is qualitative in nature which includes data collection techniques such as:

i Observation or Field Research

Is to use data collection conducted together, as well as direct observation at the Pringgan Branch Pawnshop.

ii In-depth interview

⁵ Erna Widyarningsih; Analisis Yuridis Perjanjian Kredit Angsuran Sistem Gadai (Krasida) dan akibat hukum jika terjadi wanprestasi di perumpegadaian cabangegalbotokabupatenjamber; <https://repository.unej.ac.id/handle/123456789/23945>; hal 14

That is, using data storage that involves in-depth interviews with sources related to the implementation of the gold pawn system at the Pringgane Branch Pawnshop, including problems that arise and risk handling strategies.

iii Documentation

Data collection through documentation involves recording or writing documents using writings, pictures, or other works. The function of documentation is to support and complement the findings from interview and observation studies, thereby increasing the significance of the research results.

iv Data processing techniques

1 Editing

This step involves a thorough review of all data, with an emphasis on completeness, clarity, and relevance to the research. Researchers evaluate the existence and suitability of data obtained from Pegadaian Pringgane Branch.

2 Organising

This process involves arranging and structuring the research data in accordance with the planned framework. In this context, researchers collect data obtained to form a profile of the Pringgane Branch Pawnshop and describe the implementation of the gold pawn system at the Pawnshop.

3 Finding Results

The latter involves analysing the data that has been obtained from this research to produce conclusions about the validity of the facts or truths revealed. At this stage, the implementation of the gold savings system at Pringgane Branch Pawnshop is analysed.

v Data Analysis Technique

Are steps to sort, organise, and arrange data into patterns, categories, and explanatory units. The aim is that themes can be identified and hypotheses can be formulated in accordance with the implications contained in the data from PT Pegadaian Pringgane Branch.

III. RESEARCH AND DISCUSSION

3.1. How is the arrangement of the Gold Savings Agreement made between the Customer and PT. Pegadaian

Article 1150 of the KUHPerdata explains that PEGadaian is the only place of business in Indonesia that has an official license to give loans to the public using legal guarantees of mortgages. The processes and provisions that have been established by the Agreement involve the following steps:

1. Candidate customers are required to fill in the full form with the inclusion of KTP or ID.
2. Candidates need to give administrative allowance around Rs 10 thousand and also allowance facilities maintenance services for 12 months around Rs 30 thousand.
3. After the process, candidate customers will be given a Gold Savings Book as proof of ownership.
4. To save gold can be with a certain amount, such as 0.01 grams in Pegadaian Outlet, Rs 50 thousand in pegadaian application, Rs 70 thousand on Shariah Digital Payday, or Rs 57.500 in Agen Pegadaaian.
5. If the customer wishes to take physical gold bars, can be made printing orders with the desired weight, like 1 gram, 2 gram, 5 gram, 25 gram, 50 gram, and 100 gram with the amount of printing costs according to the number of pieces selected.
6. The transaction of physical takeover of gold bar can only be done in the office of the branch where the candidate customer opens an account.
7. To take gold, the customer is required to show the Gold Savings Book and also self/KTP identity.

The terms and conditions of the Gold Savings Agreement are as follows:

1. The purchase of gold savings is the process of acquiring gold in cash from the Account Owner, with the amount of price and weight that has been made by Pegadaian.
2. Opening of a Gold Saving Account through the web is the step of opening of the account and also payment of the initial deposit of Gold savings online, and is obliged to comply with the terms and terms that have been agreed.

3. The agreement between the customer and PT. Pegadaian is the same as the formal relationship with the client and Pegadaian, which is stored in the form that must be filled by the customers and obtained the approval of PT. Pegadaian.⁶

3.2. How is the legal relationship between the customer and PT. Pegadaian

The legal rules of gold savings issued by PT PEGadaian are subject to the law in the country of the Republic of Indonesia, making the gold saving as a kind of agreement that must meet the conditions as described in Article 1320 paragraph (1) of the Covenant which states that the validity of an agreement requires the consent of the parties involved.

Therefore, the Customer (Debitor) of Pegadaian (Creditor) must agree to these provisions, and PT. PEGadaian is responsible for ensuring the authenticity of copies of documents and information provided or submitted. Similarly to article 1813 of the Covenant, the authorization ends when the authorisation is revoked with the notice given by the authorizer, or ends with the death, pardon, or bankruptcy of the authoriser in the context of a marriage.

3.3. What is the legal settlement if one of the parties fails to fulfil its obligations under the agreed contract

In the Indonesian Dictionary of Languages (KBBI), late payment is defined as the failure of the parties to an agreement, in particular the parties that entered into a treaty, to fulfil their obligations.

The legal basis for non-performance is Article 1338 of the Covenant, which states that any agreement made in the same way as the law applies as a rule of law for the parties involved. Such agreements cannot be withdrawn, except by mutual agreement or for reasons prescribed by law. The implementation of this agreement must be done in good faith.

If the debtor fails to fulfil his obligations, fails his obligation, or takes action beyond a certain time limit and only for a certain period of time, it is a condition in which he is incapable of fulfilling his obligations to the creditor due to natural disasters, riots, disease outbreaks, war, or the like, and is declared innocent.

When referring to Article 1243 of the Criminal Code, which regulates compensation to the debtor for costs, losses, and interest due to default, the debtor does not fulfil his obligations, neglects his obligations, or takes actions outside a certain time limit and only within a certain period. If the debtor has experienced force majeure, which is a condition when the debtor cannot perform his

⁶ PT.Pegadaian (Persero), <https://bmi.pegadaian.co.id/pages/terms.php,01> Agustus 2017

obligations to the creditor due to natural disasters, riots, epidemics, wars, or the like, and is declared innocent.

Articles 1244 and 1245 of the Civil Code stipulate that the debtor has the right to avoid claims of creditors involving damages, costs, losses, and interest, when unexpected circumstances prevent performance.

The formal relationship with the client and Pegadaian is reflected in the list of files that must be filled in through the customer and accepted by the client. This file list includes requests, orders, or authority to Pegadaian.

In Gold Savings, there is no situation of disadvantage, because this program was created by Pegadaian to make it easier for people to invest or save gold using the money-saving service. Pegadinayan does not require the customer to save or pay a nominal cost that is overwhelming, so that the disobedience of the customer does not have a negative impact on both sides.

IV. CONCLUSION

In this study, entitled "Agreement between Customer and PT Pegadaian in the matter of Gold Savings in Pegadaian CP. Pringgan", it can be concluded that:

1. The Rules of the Gold Saving Agreement between Client and PT pegadayan are governed by the rules of the law of the gold savings established by PT PEGadaian, regulated by the laws of the State of the Republic of Indonesia. Therefore, the holding of gold is a form of agreement and is bound to comply with the conditions laid down in Article 1320 of the Covenant.

2. Gold-saving products in Pegadaian CP. Pringgan is a gold buyer scheme, where customers can buy gold using the appropriate payment system through the application. Pegadaian offered gold bars with a minimum purchase amount of 0.1 grams, and the gold was directly pledged to PEGadaian. Customers have the option to print or receive gold once their savings reach the amount of 5 grams. Proof of ownership of gold is documented in the customer's savings book or newspaper account in the form of gram gold balances. The melting process can be done by printing gold or selling it back to Pegadaian.

BIBLIOGRAPHY

MUHAMAD, AWAL ARDIANSYAH (2021) *TANGGUNG JAWAB PT. PEGADAIAN TERHADAP BARANG DEBITUR YANG HILANG*<http://eprints.unram.ac.id/21799/>

Bere, Kresensia Lin; *Analisis pengaruh suku bunga dan biaya promosi terhadap pendapatan perusahaan umum (perum)*; 2017; hal 2

R. Subektidan R. Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*, (Jakarta : PT . Praddnya Paramita, 2005), cet. ke XXXI, hal 324

Erna Widyaningsih; *Analisis Yuridis Perjanjian Kredit Angsuran Sistem Gadai (Krasida) dan akibat hukum jika terjadi wanprestasi di perum pegadaian cabang tegalbotok kabupaten jember*; <https://repository.unej.ac.id/handle/123456789/23945>; hal 13

Erna Widyaningsih; *Analisis Yuridis Perjanjian Kredit Angsuran Sistem Gadai (Krasida) dan akibat hukum jika terjadi wanprestasi di perum pegadaian cabang tegalbotok kabupaten jember*; <https://repository.unej.ac.id/handle/123456789/23945>; hal 14

Kartini Muljadi dan Gunawan Widjaja, *Seri Hukum Perikatan (Perikatan yang Lahir dari Perjanjian)*, Raja Grafindo Persada, Jakarta, 2003, hal. 92

Herlien Budiono, *Ajaran Umum Hukum Perjanjian dan Penerapannya di Bidang Kenotariatan*, Citra Aditya Bakti, Bandung, 2010, hlm. 73.

D Wirahutama, *Kecakapan Hukum dan Legalitas Tanda Tangan Seorang Terpidana Dalam Menanda tangani Akta Otentik*; <https://ejournal.undip.ac.id>. hal. 119

KUH Perdata, pasal (1332)

KUH Perdata, pasal (1333)

Ahmad Firdaus, *Kebatalan Perjanjian Yang Melanggar Pasal 1337*; <http://lib.unair.ac.id>

R. Subekti, *Aneka Perjanjian*, Bandung, Citra Aditya Bakti, 1995, Hal. 2

H. Yosafat, *Aspek Perlindungan Hukum Dalam Perjanjian Jual Beli*, 2020, hal 1

Pasal 1 angka (9) Undang-Undang No. 10 Tahun 1998 Tentang Perbankan

Peraturan Otoritas Jasa Keuangan (POJK) Nomor 31 Tahun 2016 Tentang Usaha Pergadaian, hal 18-19

Otoritas Jasa Keuangan, "*POJK No. 31/POJK.05/2016 Tentang Usaha Pergadaian, pasal 13 ayat (1) dan (2)*", (internet/online resources), diakses tanggal 12 Maret 2023 melalui

<http://www.ojk.go.id/id/regulasi/otoritas-jasa-keuangan/peraturan-ojk/Documents/Pages/POJK-usaha-pergadaian-/POJK-Usaha-Pergadaian.pdf>.

PT. Pegadaian (Persero), <https://bmi.pegadaian.co.id/pages/terms.php>, 01 Agustus 2017

Ridwan Nurdin, "*Penyelesaian Wansprestasi Dalam Akad Istisna' Pada Usaha Percetakan Di Kecamatan Syiah Kuala (Menurut Perspektif Ekonomi Islam)*," *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah* 4, no. 1 (June 20, 2022): 45, accessed December 10, 2023, <https://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/2021>

Manik, Irawati L. "*Perjanjian Antara Nasabah dengan PT. Pegadaian dalam Hal Tabungan Emas di Pegadaian (Studi Kasus Pegadaian Medan Sunggal)*, 2018"