ABSTRAK

Nuri Permatasari. 2026. *Penyelesaian Kredit Macet Dengan Pengajuan Gugatan Sederhana Diikuti Perdamaian (Studi Kasus: Penetapan Pengadilan Negeri Ngawi Nomor 20/Pdt.G.S/2024/PN.Ngw)*. Skripsi. Program Studi Hukum, Fakultas Hukum, Universitas PGRI Madiun. Pembimbing (I) Nizam Zakka Arrizal, S.H., M.Kn., Pembimbing (II) Dr. Indriyana Dwi Mustikarini, S.H., M.H.

Pengajuan Gugatan Sederhana berdasarkan PERMA Nomor 4 Tahun 2019 dan Pasal 271 *Reglement op de Rechtsvordering* (*Rv*) terbukti menjadi instrumen litigasi yang efektif dalam mendorong debitur untuk segera melunasi seluruh kewajibannya melalui perdamaian di luar persidangan, sehingga hakim mengabulkan pencabutan gugatan oleh penggugat karena sengketa telah selesai sebelum pemeriksaan pokok perkara dimulai.Penelitian ini bertujuan untuk menganalisis secara yuridis pelunasan dan penyelesaian kredit macet melalui mekanisme gugatan sederhana dalam perkara Penetapan PN Ngawi Nomor 20/Pdt.G.S/2024/PN.Ngw dengan menelaah kesesuaian praktik penyelesaian sengketa dengan ketentuan hukum acara perdata serta menilai efektivitas penerapannya dan mengkaji secara teoritis terkait pencabutan gugatan yang terjadi akibat adanya kesepakatan damai di luar persidangan, khususnya dalam aspek kepastian hukum serta kekuatan mengikat dari perdamaian yang tidak dituangkan dalam bentuk akta perdamaian. Metode yang digunakan adalah metode penelitian yuridis empiris dengan sifat deskriptif analisis menggunakan pendekatan analisis dan pendekatan kasus. Teknik pengumpulan data menggunakan wawancara dan dokumentasi dan teknik analisis data menggunakan analisis kualitatif. Hasil penelitian ini adalah pertama terdapat pengakhiran perselisihan antara kreditur, yaitu Bank BRI Kantor Cabang Ngawi sebagai Penggugat dengan nasabah atau kreditur. Kedua, adanya perdamaian di antara para pihak di luar pengadilan dan Tergugat, sehingga Majelis Hakim mengabulkan pencabutan Gugatan Sederhana. Pencabutan gugatan secara formil hukum acara sudah sesuai dengan prinsip kesepakatan para pihak. Namun, dari sisi efektivitas perlindungan hukum, para pihak melewatkan keuntungan mekanis dari PERMA Nomor 2 Tahun 2015 jo. PERMA Nomor 4 Tahun 2019 tentang Gugatan Sederhana tentang Gugatan Sederhana, yaitu opsi untuk mengesahkan perdamaian tersebut menjadi *acta van dading* yang berkekuatan eksekutorial langsung di hadapan hakim. Saran dalam penelitian ini adalah P Bank BRI Kantor Cabang Ngawi sebaiknya memperbarui standar prosedur penyelesaian kredit macet di tingkat cabang, majelis hakim sebaiknya dapat menerapkan asas peradilan cepat, sederhana, dan biaya ringan secara substansial, bukan sekadar administratif penyelesaian perkara.

Kata Kunci: Kredit Macet, Gugatan Sederhana, Perdamaian

ABSTRACT

Nuri Permatasari. 2026. *Resolution of Non-Performing Loans through the Filing of a Small Claim Lawsuit Followed by a Settlement (Case Study: Ngawi District Court Determination Number 20/Pdt.G.S/2024/PN.Ngw). Undergraduate Thesis. Law Study Program*, *Faculty of Law* University PGRI Madiun. *Advisor* (I): Nizam Zakka Arrizal, S.H., M.Kn., *Advisor* (II): Dr. Indriyana Dwi Mustikarini, S.H., M.H.

The filing of a Simple Lawsuit based on PERMA Number 4 of 2019 and Article 271 of the Reglement op de Rechtsvordering (Rv) proved to be an effective litigation instrument in encouraging the debtor to immediately pay off all his obligations through an out-of-court settlement, so that the judge granted the revocation of the lawsuit by the plaintiff because the dispute had been resolved before the examination of the subject matter began. This study aims to provide a juridical analysis of the repayment and settlement of non-performing loans (NPLs) via the small claim procedure, specifically regarding Ngawi District Court Determination Number 20/Pdt.G.S/2024/PN.Ngw by examining the alignment of dispute resolution practices with civil procedural law, assessing the effectiveness of this application, and theoretically analyzing the withdrawal of the lawsuit following an out-of-court settlement, particularly concerning legal certainty and the binding force of a settlement not formalized as a acta van dading. The study employs an empirical-juridical research method with a descriptive-analytical nature, utilizing both analytical and case-based approaches. Data collection involved interviews and document analysis, while data analysis was conducted qualitatively. The result of this study is the resolution of the dispute between the creditor, specifically Bank BRI Ngawi Branch Office as the Plaintiff and the customer or debtor. An out-of-court settlement was reached between the parties, leading the panel of judges to grant the withdrawal of the Small Claim lawsuit. Formally, under procedural law, the withdrawal of the lawsuit aligns with the principle of mutual agreement between the parties. However, regarding the effectiveness of legal protection, the parties missed out on a procedural advantage offered by Supreme Court Regulation (PERMA) No. 2 of 2015 (in conjunction with PERMA No. 4 of 2019) on Small Claims: the option to have the settlement ratified as an acta van dading, a settlement agreement with immediate executory force, before the judge. This study suggests that the Bank BRI Ngawi Branch Office should update its standard operating procedures for resolving non-performing loans at the branch level, and that the panel of judges should substantively apply the principles of a judicial process that is swift, simple, and low-cost, rather than treating these merely as administrative aspects of case resolution.

***Keywords**: Non-performing Loan, Small Claim Suit, Settlement.*