AL RISALAH: Jurnal Ilmu Syariah dan Hukum

VOLUME 26 NO 2, NOVEMBER 2026
P-ISSN: 2252-8334 / E-ISSN: 2550-0309
This work is licensed under a Creative Commons Attribution 4.0 International License
https://doi.org/10.24252/al-risalah.v26i2.70139

The Legality of Ceiling Engineering in the Restructuring of Non-Performing Loans: An Analysis of the Principles of Good Faith and Unlawful Acts in Supreme Court Decision No. 143 PK/Pid.Sus/2013

Erma Zahro Noor[1*], Hafid Ainul Yakin[2]
[1]*E-mail: erma.zahro@narotama.ac.id*
[2]*E-mail: ainulyakinhafid7@gmail.com*
[1,2]*Universitas Narotama, Indonesia*
*corresponding author

Article history:
Received in revised form: 08 June 2026
Acceptance date: 06 July 2026
Available online: 26 July 2026

Keywords:
Unlawful Act; Loan Restructuring; Plafondering; Good Faith Principle.

How to Cite:
Noor, E. Z., & Yakin, H. A. (2026). The Legality of Ceiling Engineering in the Restructuring of Non-Performing Loans: An Analysis of the Principles of Good Faith and Unlawful Acts in Supreme Court Decision No. 143 PK/Pid.Sus/2013. Al-Risalah Jurnal Ilmu Syariah Dan Hukum, 26(2).
https://doi.org/10.24252/al-risalah.v26i2.70139

License:
Copyright (c) The authors (2026)

This work is licensed under a Creative Commons Attribution 4.0 International License.

Abstract

This study aims to analyze the legality of unlawful acts in the practice of non-performing loan restructuring through the plafondering method and to examine the application of the principle of good faith based on Supreme Court Decision Number 143 PK/PID. SUS/2013. This research is motivated by the increasing complexity of loan restructuring practices, where plafondering may function either as a legitimate credit rescue mechanism or as a means of concealing non-performing loans. Previous studies have primarily focused on the effectiveness of loan restructuring, debtor protection, or corruption issues, while limited attention has been given to the legal boundaries of plafondering from the perspectives of good faith, unlawful acts, and prudential banking principles. Accordingly, this study offers a novel perspective by integrating those three legal frameworks through an analysis of judicial reasoning in Supreme Court Decision Number 143 PK/PID. SUS/2013. This research employs normative legal research using statutory, conceptual, and case approaches. Legal materials consist of primary, secondary, and tertiary legal sources, which are analyzed qualitatively through statutory interpretation and ratio decidendi analysis. The findings indicate that the plafondering method cannot be categorized as an unlawful act when implemented in accordance with prudential banking principles, applicable banking regulations, and objective assessments of the debtor's business feasibility. Conversely, when used to conceal non-performing loans, conducted without adequate credit analysis, or accompanied by abuse of authority, such practices violate the principle of good faith under Article 1338 paragraph (3) of the Indonesian Civil Code and fulfill the elements of an unlawful act. This study contributes to the development of Indonesian banking law by providing legal parameters for distinguishing legitimate business judgment from unlawful restructuring practices and offers practical guidance for banks, regulators, and law enforcement agencies in evaluating the legality of credit restructuring policies.

INTRODUCTION

Banking is one of the main pillars in the national economic system because it carries out an intermediation function through the collection of public funds and its redistribution in the form of credit. This function has a strategic role in encouraging economic growth, increasing investment, expanding business opportunities, and maintaining the stability of the national financial system. In practice, credit disbursement activities are inseparable from various risks, especially *non-performing loans* (NPLs), which can affect the bank's health level and disrupt financial sector stability. Therefore, every bank is required to apply the *prudential banking principle* in every stage of granting and managing credit as a form of protection for public funds entrusted to banks.[1]

Non-performing loans are one of the problems that have consistently been of concern to regulators and banking industry players. Although Indonesia's banking NPL ratio in recent years has shown a relatively restrained trend, the risk of default remains a major challenge, especially in the face of global economic dynamics, a slowdown in the real sector, and increasing complexity of business activities. One of the steps commonly taken by banks to rescue non-performing loans is credit restructuring, which is an effort to readjust credit conditions so that debtors still have the ability to meet their obligations. Restructuring is essentially a legal and business instrument that aims to maintain a balance between the interests of banks as creditors and debtors as recipients of credit facilities.[2]

In practice, credit restructuring can be carried out through various methods, such as *rescheduling*, *reconditioning*, *restructuring*, and adding credit facilities. One of the methods that has developed in banking practice is plafondering, which is the provision of a new credit ceiling or additional credit facilities to debtors as part of the settlement of non-performing loans. Normatively, this method is not a prohibited action as long as it is carried out based on the analysis of business feasibility, debtor payment ability, and remains guided by the principles of prudence and good corporate governance. However, in practice, *the ceilingering* method is often used in a deviant manner to cover the quality of non-performing loans, improve the bank's health reports pseudo-accurately, or provide benefits to certain parties so that it has the potential to cause losses to banks and state finances.[3]

---

[1]Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking; Financial Services Authority, *Indonesian Banking Statistics 2024* (Jakarta: OJK, 2025).

[2] Financial Services Authority, Financial Services Authority Regulation Number 40/POJK.03/2019 concerning Asset Quality Assessment of Commercial Banks.

[3] Decision of the Supreme Court of the Republic of Indonesia Number 143 PK/PID. SUS/2013.

This legal issue received serious attention in the Supreme Court Decision Number 143 PK/PID. SUS/2013, which adjudicated the practice of credit restructuring through *the plafondering* method at one of the regional development banks. The decision shows that the credit restructuring policy, which is basically part of *business judgment*, can turn into an unlawful act if carried out through abuse of authority, is not based on adequate credit analysis, and is contrary to the provisions of laws and regulations and the principle of prudence. Thus, the ruling becomes an important precedent in determining the boundary between legitimate business policies and actions that give rise to legal liability, both in the civil and criminal realms.

Studies on credit restructuring have actually been conducted by many researchers. Phen (2024) research focuses more on the relationship between bad loans in state-owned banks and corruption crimes due to state financial losses.[4] Research by Aristiani and Yuliawan (2024) examines the effectiveness of credit restructuring as an economic rescue policy during and after the Covid-19 pandemic.[5] Meanwhile, the research of Lubis and Budhiawan (2025) focuses on the implementation of credit restructuring in the settlement of bank credit agreements. These studies have made significant contributions to the development of banking law, but still place credit restructuring as a credit rescue instrument in general and have not specifically examined the practice of *ceilinging* as a form of restructuring that has the potential to contain elements of unlawful acts based on the analysis of court decisions.[6]

Based on the study, there is a research gap in the form of limited research that specifically analyzes the relationship between the practice of *ceilingering*, the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code, the principle of banking prudence, and the construction of unlawful acts based on the Supreme Court Decision Number 143 PK/PID. SUS/2013. Most previous research has been more oriented towards the effectiveness of credit restructuring, debtor protection, and aspects of corruption, so it has not provided a comprehensive analysis of the limits of the legality of using *the ceilingering* method in credit restructuring practices.

Based on these conditions, the **novelty** of this research lies in the analysis of the legality of the practice of *ceilingering* as a form of credit restructuring which is studied through the perspective of unlawful acts, the principle of good faith, and the principle of

[4] S. Phen, "Analysis of Bad Loans in State-Owned Commercial Banks Included in the Crime of Corruption of State Financial Losses" (2024);
[5] N. Y. Aristiani and I. Yuliawan, "Juridical Analysis of Credit Restructuring during the Pandemic and Post-Pandemic as an Effort to Settle Bad Loans" (2024);
[6] R. E. Lubis and A. Budhiawan, "Implementation of Credit Restructuring for the Settlement of Banking Credit Agreements" (2025).

banking prudence by making the Supreme Court Decision Number 143 PK/PID. SUS/2013 as the main case study. This approach is expected to be able to make a conceptual contribution to the development of Indonesian banking law as well as provide guidelines for banks, regulators, and law enforcement officials in determining the limits of legal liability for credit restructuring policies.

Based on this description, this study examines two main problems, namely: (1) how is the validity of the decision made by the Branch Head of the Central Java Regional Development Bank in the practice of credit restructuring through *the ceilingering method* based on the Supreme Court Decision Number 143 PK/PID. SUS/2013; and (2) how the application of the principle of good faith in the practice *of plafondering* is reviewed from Article 1338 paragraph (3) of the Civil Code

METHODS

This research is *normative legal research* that is oriented to the study of legal norms, legal principles, doctrines, and court decisions related to the practice of restructuring bad loans using the *ceilingering* method. Normative legal research was chosen because the problems studied focused on the analysis of legal arrangements, the application of the principle of good faith in credit agreements, and judges' legal considerations in Supreme Court Decision Number 143 PK/PID. SUS/2013. Through this approach, the research is directed to find legal arguments regarding the limits of the legality of bank officials' actions in restructuring credit and its legal implications for the concept of unlawful acts in civil law and banking law.[7]

The approach used in this study consists of several approaches. First, the statute *approach*, namely by examining various provisions of laws and regulations that regulate banking, credit restructuring, agreements, the principle of good faith, and unlawful acts, including the Civil Code, Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking, Law Number 4 of 2023 concerning Development and Strengthening The Financial Sector, as well as various Financial Services Authority Regulations governing asset quality assessment and bank credit restructuring.[8]

Second, the *conceptual approach*, which is by examining various concepts, theories, and doctrines that have developed in law regarding unlawful acts (*onrechtmatige daad*), good

[7] Peter Mahmud Marzuki, *Legal Research*, Revised Edition (Jakarta: Kencana, 2021), pp. 55–58.
[8] Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking; Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector; Financial Services Authority Regulation Number 40/POJK.03/2019 concerning Asset Quality Assessment of Commercial Banks.

faith principle, *prudential banking principle*, *fiduciary duty*, as well as the concept of credit restructuring in the Indonesian banking legal system. This approach is used to build an analytical framework for the legality of *the practice of ceilingering* based on the views of legal experts and the development of banking legal theory.

Third, the *case approach*, namely through an analysis of the Supreme Court Decision Number 143 PK/PID. SUS/2013 as the main object of the research. This approach is used to identify the judge's legal considerations (*ratio decidendi*) in assessing the validity of the actions of bank officials who carry out credit restructuring using *the plafondering method*. The analysis of the verdict was carried out by connecting legal facts, the application of legal norms, and the judge's arguments on the principle of prudence and the principle of good faith in banking activities so that an understanding of the limits of legal liability of bank officials in making credit restructuring policies was obtained.[9]

The legal materials used in this study consist of primary legal materials, secondary legal materials, and tertiary legal materials. Primary legal materials include laws and regulations, Supreme Court Decision Number 143 PK/PID. SUS/2013, as well as various regulations related to banking activities and credit restructuring. Secondary legal materials are in the form of law books, scientific articles in national and international journals, results of previous research, and opinions of experts relevant to the object of research. The tertiary legal materials include legal dictionaries, language dictionaries, legal encyclopedias, and various other sources that provide explanations of primary and secondary legal materials.

The technique of collecting legal materials is carried out through library ***research***, which is by searching, inventorying, and reviewing various relevant legal materials through laws and regulations, court decisions, scientific literature, legal journals, and official documents related to credit restructuring and *ceilingering* practices. All legal materials are then classified based on their relevance to the formulation of the research problem to facilitate the analysis process.

The analysis of legal materials was carried out qualitatively using a descriptive-analytical method. The analysis begins through the inventory and systematization of legal materials, then the interpretation of the applicable legal provisions is carried out by connecting them to legal doctrine and judges' considerations in the decisions that are the object of the research. Furthermore, all the results of the analysis were systematically compiled to obtain legal arguments regarding the validity of credit restructuring

[9] Johnny Ibrahim, *Normative Legal Research Theory and Methodology*, Revised Edition (Malang: Bayumedia Publishing, 2022), pp. 300–308.

practices through *the ceilingering method* and the application of the principle of good faith in banking activities. Through this method, it is hoped that conclusions will be obtained that are able to answer the formulation of the problem as well as provide recommendations for the development of banking law in Indonesia.

RESULTS AND DISCUSSION

1. The Validity of Credit Restructuring Practices through the *Ceilingering Method* Based on the Supreme Court Decision Number 143 PK/PID. SUS/2013

Credit restructuring is one of the legal instruments provided to banking institutions to maintain the quality of productive assets while minimizing the increase in *non-performing loans*. The policy is an implementation of the bank's intermediation function which is not only profit-oriented, but also maintains financial system stability through the rescue of debtors who still have business prospects. Therefore, credit restructuring is not a form of eliminating debtors' obligations, but rather a readjustment of credit conditions so that these obligations can still be fulfilled according to the debtor's ability.[10]

In national banking practice, credit restructuring can be carried out through several mechanisms, namely *rescheduling*, *reconditioning*, *restructuring*, or a combination of these three methods. One form of restructuring that is developing in practice is the *plafondering method*, which is the provision of new credit facilities or the addition of a credit ceiling to debtors as part of the settlement of non-performing loans. This method is basically not prohibited by laws and regulations as long as it is carried out based on the results of the analysis of business feasibility, debtor payment ability, and meets the principle of prudence as stipulated in banking regulations.[11]

The *prudential banking principle* is a fundamental principle in the implementation of bank business activities. This principle requires that every credit grant or restructuring is carried out through a thorough analysis of the debtor's character, capacity, capital, collateral, and business conditions (*five principles of credit analysis* or *5C*). The application of these principles aims to prevent the occurrence of credit risks that can disrupt the bank's health level while protecting the interests of the public as depositors of funds. Thus, every credit restructuring decision is not solely a business judgment, but also a legal action that must be accountable administratively, civilly, or criminally if it is carried out illegally.[12]

---

[10] Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking.
[11] Financial Services Authority Regulation Number 40/POJK.03/2019 concerning Asset Quality Assessment of Commercial Banks.
[12] Rachmadi Usman, *Aspects of Banking Law in Indonesia* (Jakarta: Gramedia Pustaka Utama, 2022), pp. 245–252.

Problems arise when credit restructuring is no longer used as a credit rescue instrument, but as a means to hide the quality of non-performing loans. This condition is known in practice as plafondering, which is the provision of new credit facilities that are used to pay off old loans so that administratively the quality of credit appears smooth, even though the debtor's economic ability has not undergone significant changes. Such practices have the potential to cause financial information that does not reflect actual conditions (*window dressing*), thus contrary to the principles of transparency and good *corporate governance*. From the perspective of banking law, these actions not only increase the risk of bank losses, but can also cause state financial losses if carried out on government-owned banks or regional development banks.

This problem is the subject of consideration in the Supreme Court Decision Number 143 PK/PID. SUS/2013. In this case, the Head of the Central Java Regional Development Bank Branch provided credit restructuring facilities through *the ceilingering* method to the debtor without being supported by an adequate business feasibility analysis and without paying attention to the debtor's ability to pay objectively. The new credit facility provided is actually used to pay off previous credit obligations so that credit quality appears to improve administratively, even though the debtor's financial condition remains problematic. Based on the facts of the trial, this action caused financial losses and was considered a form of abuse of authority in the implementation of credit policies.[13]

The Supreme Court's consideration shows that a credit restructuring policy cannot be assessed solely on the basis of the formal authority of bank officials. The judge emphasized that every credit decision must meet both procedural and substantial aspects. The procedural aspect is related to compliance with the bank's internal provisions and banking regulations, while the substantial aspect is related to the existence of a business feasibility analysis, debtor prospects, and rational belief that the credit facility can be returned. When these two aspects are not met, the restructuring policy loses its legal legitimacy and turns into an action that is contrary to the principle of prudence.

According to the author, these legal considerations show that the legality of a restructuring action is not determined by the form of the policy, but by the process and purpose of its implementation. In other words, the *plafondering* method is not an act that automatically violates the law. This method is still justifiable if it is used as part of a restructuring that meets all legal requirements, is based on an objective analysis, and aims to save loans that still have prospects for settlement. On the other hand, if it is used to

[13] Decision of the Supreme Court of the Republic of Indonesia Number 143 PK/PID. SUS/2013.

manipulate the quality of assets, avoid recording non-performing loans, or provide profits to certain parties without an adequate basis for analysis, then such actions are contrary to the principle of prudence and can qualify as abuse of authority.

The analysis is in line with the research of Lubis and Budhiawan (2025) which states that credit restructuring is a legitimate credit rescue instrument as long as it is carried out based on risk analysis and internal bank procedures. However, the study has not elaborated specifically on the legality of *the ceilingering* method as a form of credit restructuring.[14] Meanwhile, Aristiani and Yuliawan (2024) focus more on the effectiveness of credit restructuring during and after the Covid-19 pandemic as an effort to maintain national economic stability without discussing the legal consequences if restructuring is carried out through abuse of authority.[15] Phen (2024**)** also highlights the relationship between bad loans and corruption in state-owned banks, but the discussion is more oriented towards the aspect of criminal liability rather than the legality of restructuring actions from the perspective of civil law and banking law.[16]

The comparison shows a fundamental difference with this study. Previous research generally places credit restructuring as an instrument for economic rescue and the settlement of non-performing loans. On the contrary, this study places the practice of *ceilingering* as the main object of analysis by focusing on the limits of the legality of the actions of bank officials based on the principles of prudence, good corporate governance, and legal considerations in the Supreme Court Decision Number 143 PK/PID. SUS/2013. Thus, this study provides a new perspective on the legal parameters that can be used to distinguish legitimate business policies (*legitimate business judgment*) from abuse of authority that has implications for legal liability.

Based on the results of the analysis, it can be emphasized that the validity of the practice of credit restructuring through *the ceilingering* method is determined by the fulfillment of the principle of prudence, analysis of the debtor's business viability, compliance with the bank's internal procedures, and the purpose of restructuring that is truly directed at saving credit. On the other hand, if the method is used to conceal non-performing credit, pseudo-improve the quality of assets, or is carried out through abuse of authority, then the act loses its legal legitimacy and can qualify as an act contrary to the law.

---

[14] R. E. Lubis and A. Budhiawan, "The Implementation of Credit Restructuring for the Settlement of Banking Credit Agreements," *Journal of Law* (2025).
[15] N. Y. Aristiani and I. Yuliawan, "Juridical Analysis of Credit Restructuring during the Pandemic and Post-Pandemic as an Effort to Settle Bad Loans," *RechtsVinding* Journal (2024).
[16] S. Phen, "Analysis of Bad Loans in State-Owned Commercial Banks Included in the Crime of Corruption of State Financial Losses," *Journal of Law* (2024).

2. Application of the Principle of Good Faith in the Practice *of Ceilingering* Reviewed from Article 1338 Paragraph (3) of the Civil Code

The *good faith principle* is one of the fundamental principles in Indonesian treaty law which is the basis for each party in exercising its rights and obligations. Article 1338 paragraph (3) of the Civil Code (KUHPercivil) emphasizes that every agreement must be implemented in good faith. These provisions show that the validity of an agreement is not only determined by the fulfillment of the legal conditions of the agreement as stipulated in Article 1320 of the Civil Code, but also by the way the parties carry out the content of the agreement honestly, appropriately, and without harming the interests of other parties.[17] In the legal relationship between banks and debtors, the principle of good faith has a very important function because credit agreements are legal relationships based on trust (*fiduciary relationship*) so that they require honesty, openness, and responsibility from both parties.

In banking practice, the application of the principle of good faith is not only charged to the debtor as the party receiving the credit facility, but also to the bank as an institution that has the authority to analyze, approve, and supervise the use of credit facilities. The bank's position as an intermediary institution that collects public funds requires it to carry out all business activities based on *prudential banking principles*, transparency, accountability, and *good corporate governance*. Therefore, any credit restructuring decision should be based on an objective assessment of the debtor's capabilities and business prospects, not solely driven by administrative interests to improve the quality of bank assets or the personal interests of certain officials.[18]

Conceptually, the principle of good faith has two dimensions, namely subjective good faith and objective good faith. Subjective good faith is related to the inner state of a person who acts honestly and without the intention of harming others. Meanwhile, objective good faith is related to the standards of propriety, fairness, and appropriateness that apply in society and in business practices. In the context of banking, the application of objective good faith is more dominant because every credit policy must meet the standards of professionalism, compliance with regulations, and the principles of prudence that have been set by regulators. Thus, even if a bank official considers that the restructuring policy taken is aimed at saving credit, the action can still be considered

[17] Article 1338 paragraph (3) of the Civil Code; Subekti, *The Law of Treaties* (Jakarta: Intermasa, 2019), pp. 41–44.
[18] Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking; Law Number 4 of 2023 concerning the Development and Strengthening of the Financial Sector.

contrary to the principle of good faith if it objectively ignores the procedures, risk analysis, and applicable legal provisions.

The application of the principle of good faith has become very relevant in the practice *of ceilinging*. In principle, the provision of additional credit facilities to debtors cannot be viewed as an unlawful act if it is based on the results of an analysis that shows that the debtor still has good business ability and payment prospects. In such conditions, *plafondering* is actually a form of implementation of the bank's intermediation function to save the debtor's business activities while minimizing the bank's potential losses. However, if a new credit facility is provided without an adequate feasibility analysis, is used only to repay old credit, or is intended to hide the non-performing credit status so that the asset quality report appears to be better than the actual condition, then the action no longer reflects the performance of the agreement based on the principle of good faith.

This condition is evident in the Supreme Court Decision Number 143 PK/PID. SUS/2013. Based on the judge's legal considerations, the provision of credit facilities through *the ceilingering* method is carried out without the support of an adequate analysis of the debtor's ability to fulfill his obligations. The new credit provided is not directed to support business development or improve the debtor's ability to pay, but rather is aimed at closing previous credit obligations so that credit quality looks smooth in bank administration. This situation shows that the purpose of restructuring has shifted from a credit rescue function to a means of hiding the condition of non-performing loans.[19]

According to the author, the Supreme Court's consideration reflects the application of the principle of good faith in an objective sense. The judge not only assesses whether or not there is formal authority of bank officials to provide restructuring facilities, but also assesses whether the authority is exercised in accordance with the standards of propriety, professionalism, and the principle of prudence that characterize banking business activities. Thus, the principle of good faith is positioned as a parameter to test the legality of the actions of bank officials, so that any policy that is formally within the scope of its authority can still be declared contrary to the law if its implementation does not meet the standards of propriety and professionalism.

The analysis shows that the principle of good faith has a close relationship with the doctrine of *abuse of power*. In banking law, the authority possessed by bank officials is not absolute authority, but authority limited by laws and regulations, internal policies of banks, and the principle of prudence. Therefore, the use of authority that deviates from the purpose of its grant can eliminate legal protection for the official concerned. In other

[19] Decision of the Supreme Court of the Republic of Indonesia Number 143 PK/PID. SUS/2013.

words, the principle of good faith serves not only as a moral guideline, but also as a juridical measure in determining whether or not legal actions taken by bank officials are legal.

The findings of this study are in line with the research of Lubis and Budhiawan (2025) which states that credit restructuring must be carried out based on the agreement of the parties, adequate risk analysis, and compliance with the bank's internal procedures. However, the study has not linked the principle of good faith with the limits of the authority of bank officials in *the practice of ceilinging*.[20] The research of Aristiani and Yuliawan (2024) also emphasized the importance of the principle of prudence in the implementation of credit restructuring during the pandemic, but the focus of the study is more directed at the effectiveness of restructuring policies as an instrument of economic recovery, rather than on analyzing the abuse of authority in the provision of credit facilities.[21] Meanwhile, Phen's (2024) research focuses on criminal liability due to abuse of authority in granting credit, so it has not yet elaborated on the relationship between the principle of good faith in civil law and the practice of credit restructuring through *the ceilingering* method.[22]

The comparison shows that this study has novelty because it places the principle of good faith not only as a principle in treaty law, but as an instrument for testing the legality of credit restructuring policies. This approach shows that violations of the principle of good faith can be an early indicator of abuse of authority, violations of the principle of prudence, and even unlawful acts in banking activities. Thus, the existence of Article 1338 paragraph (3) of the Civil Code not only has a normative function in the contractual relationship between the bank and the debtor, but also provides a basis for the judge to assess whether the actions of the bank official are still within the corridor of legitimate authority.

Based on the results of the analysis, it can be emphasized that the application of the principle of good faith in the practice of *ceilingering* must be interpreted as the obligation of banks and debtors to carry out credit restructuring in an honest, professional, transparent manner, and in accordance with the principle of prudence. The practice *of ceilingering* which is carried out based on business feasibility analysis, compliance with regulations, and the purpose of saving credit is a form of implementation of the principle

[20] R. E. Lubis and A. Budhiawan, "The Implementation of Credit Restructuring for the Settlement of Banking Credit Agreements," *Journal of Law* (2025).
[21] N. Y. Aristiani and I. Yuliawan, "Juridical Analysis of Credit Restructuring during the Pandemic and Post-Pandemic as an Effort to Settle Bad Loans," *RechtsVinding* Journal (2024).
[22] S. Phen, "Analysis of Bad Loans in State-Owned Commercial Banks Included in the Crime of Corruption of State Financial Losses," *Journal of Law* (2024).

of good faith. On the other hand, if the method is used to hide non-performing loans, manipulate the quality of assets, or is carried out through abuse of authority, then the action is contrary to Article 1338 paragraph (3) of the Civil Code and loses its legal legitimacy as a legitimate credit restructuring policy.

CONCLUSION

Based on the results of the research and discussion, it can be concluded that the practice of credit restructuring through *the plafondering* method is basically one of the mechanisms for saving non-performing loans that are allowed in the Indonesian banking legal system. The validity of its implementation is not determined by the form of restructuring used, but by the fulfillment of *prudential banking principles*, compliance with the provisions of laws and regulations, internal bank procedures, and the existence of an objective analysis of business prospects and the ability of the debtor to fulfill its obligations. Based on the analysis of the Supreme Court Decision Number 143 PK/PID. SUS/2013, the practice *of ceilingering* loses its legal legitimacy if it is used to hide the quality of non-performing loans, is carried out without an adequate feasibility analysis, or is accompanied by abuse of authority by bank officials. In such a condition, the action is no longer a legitimate *business policy*, but can be qualified as an act that is contrary to the law because it violates the principles of prudence and good banking governance.

Furthermore, the application of the principle of good faith as stipulated in Article 1338 paragraph (3) of the Civil Code is a juridical parameter that determines the validity of the implementation of credit restructuring through *the ceilingering method*. This principle requires banks and debtors to carry out their rights and obligations honestly, professionally, transparently, and in accordance with the purpose of saving credit. From the perspective of banking law, the principle of good faith not only has a function as a principle in the implementation of agreements, but also serves as a benchmark for assessing the use of authority by bank officials. Therefore, *the practice of ceilingering* which is carried out based on adequate risk analysis, regulatory compliance, and credit rescue orientation is the implementation of the principle of good faith. On the other hand, if the method is used to manipulate the quality of assets, cover up non-performing loans, or benefit certain parties through abuse of authority, then the action is contrary to Article 1338 paragraph (3) of the Civil Code and meets the characteristics of unlawful acts that can give rise to legal liability for the bank officials concerned.

REFERENCES

Books:

Ali, Achmad. *Menguak Tabir Hukum Suatu Kajian Filosofis dan Sosiologis*. Jakarta: Toko Gunung Agung, 2002.

Fuady, Munir. *Perbuatan Melawan Hukum: Pendekatan Kontemporer*. Bandung: Citra Aditya Bakti, 2020.

Hermansyah. *Hukum Perbankan Nasional Indonesia*. Edisi Ketiga. Jakarta: Kencana, 2023.

Ibrahim, Johnny. *Teori dan Metodologi Penelitian Hukum Normatif*. Malang: Bayumedia Publishing, 2022.

Marzuki, Peter Mahmud. *Penelitian Hukum*. Edisi Revisi. Jakarta: Kencana, 2021.

Muhammad, Abdulkadir. *Hukum Perdata Indonesia*. Bandung: Citra Aditya Bakti, 2020.

Subekti. *Hukum Perjanjian*. Jakarta: Intermasa, 2019.

Usman, Rachmadi. *Aspek-Aspek Hukum Perbankan di Indonesia*. Jakarta: Gramedia Pustaka Utama, 2022.

Widjaja, Gunawan, dan Ahmad Yani. *Hukum Perbankan*. Jakarta: RajaGrafindo Persada, 2021.

Legislation:

Undang-Undang Dasar Negara Republik Indonesia Tahun 1945.

Undang-Undang Nomor 7 Tahun 1992 tentang Perbankan.

Undang-Undang Nomor 10 Tahun 1998 tentang Perubahan atas Undang-Undang Nomor 7 Tahun 1992 tentang Perbankan.

Undang-Undang Nomor 4 Tahun 2023 tentang Pengembangan dan Penguatan Sektor Keuangan.

Peraturan Otoritas Jasa Keuangan Nomor 40/POJK.03/2019 tentang Penilaian Kualitas Aset Bank Umum.

Journals:

Admiral. "Iktikad Baik dalam Pelaksanaan Restrukturisasi Kredit." *Jurnal Kajian Ilmu Hukum* 1, no. 1 (2022): 25–39.

Ananda, Feni, dan Risky Budianto. "Does Loan Restructuring Policy Affect Credit Risk? The Case of Indonesian Banking Firms." *Bilancia: Jurnal Ilmiah Akuntansi* 10, no. 1 (2025).

Aristiani, N. Y., dan I. Yuliawan. "Analisis Yuridis terhadap Restrukturisasi Kredit pada Masa Pandemi dan Pasca Pandemi sebagai Upaya Penyelesaian Kredit Macet." *Jurnal RechtsVinding* 13, no. 2 (2024).

Lubis, R. E., dan A. Budhiawan. "Pelaksanaan Restrukturisasi Kredit terhadap Penyelesaian Perjanjian Kredit Perbankan." *Jurnal Hukum* 9, no. 1 (2025).

Marwah, Rifaatul Mardhahiswana, Aulia Rifai, Muhammad Aswan, dan Novytha Sary. "Good Faith in Successive Credit and Sharia Financing Restructuring: Comparative Regulatory Approaches in Indonesia and Japan." *Justicia Islamica* 23, no. 2 (2026).

Phen, S. "Analisa Kredit Macet Pada Bank Umum Milik Negara Termasuk Dalam Tindak Pidana Korupsi Kerugian Keuangan Negara." *Jurnal Ilmu Hukum* 18, no. 1 (2024).

Prasetyo, Budi Prana, dan Ariawan Gunadi. "Tinjauan terhadap Pelaksanaan Restrukturisasi Kredit Perbankan." *Jurnal Hukum Adigama* 4, no. 1 (2021).

Sunaryo, Deni, Dhany Isnaeni Darmawan, Anisya Dwi Wulandari, Melynda Anggraini, dan Melda Dwi Rahma. "Fundamental Principles of Risk Management in Restructuring, Reorganization, and Liquidation of Non-Profit and Profit-Oriented Companies." *International Journal of Management Research and Economics* 3, no. 1 (2025).

Sutono, Joko, dan Ancella Anitawati Hermawan. "Implementation of Credit Risk Management Basel Principles (Evaluation Study of an Indonesian Commercial Bank)." *Owner: Riset dan Jurnal Akuntansi* 8, no. 2 (2024).

Tahir, Muhammad Auzan. "Implementation of Credit Restructuring on Agreements Based on the Principles of Contract Law." *Dinasti International Journal of Education Management and Social Science* 7, no. 1 (2025).

Zakiyah, Ninik. "Implikasi Hukum Penyelamatan Kredit Bermasalah melalui Restrukturisasi di Indonesia." *Journal of Judicial Review* 23, no. 1 (2021)