

Legal Renewal Related to Law Number 10 of 1998 Concerning Amendment to Law Number 7 Year 1992 Concerning Banking Regarding Customer Adult Age Limit

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Abstract. Bank is a business element that gathers assets from the general population as stores and disseminates them to the general population as credit or potentially different structures to work on the way of life of individuals at large, and debt holder client is a legitimate relationship in view of a commitment in light of an understanding or arrangement as expressed in Article 1320 of the Common Code are 4 (four): 1. Concur with the people who tie themselves, 2. Abilities to make a commitment, 3. Something specific and 4. A legal reason. Individuals who have a lawful relationship with the bank are called contributors and borrower clients. Regulation Number 10 of 1998 concerning Revisions to Regulation Number 7 of 1992 concerning Banking as the legitimate reason for banking in Indonesia (lex specialist) is unable to accommodate to resolve inconsistencies in the application of the age limit so political encouragement is needed so that all stakeholders, especially banks in Indonesia, especially banking supervisors in Indonesia as well as the legislature in Indonesia, can set the equivalence of the adult age limit for bank customers clearly and clearly because the law is dynamic and constitutes social engineering.

Keywords: society; adult age limit; equality; justice

1 Introduction

Bank is a business substance that gathers assets from the general population as investment funds and conveys them to people in general as credit or potentially different structures to work on the way of life of individuals at large, banks capability as delegates, specifically to gather assets from contributors and circulate them as credit to general society, for this situation borrower clients. The client is the party who utilizes the administrations of the bank. Clients are separated into 2 (two) in particular 1). Storing Clients are clients who place their assets in a bank as stores in light of a bank concurrence with the client concerned. 2). Indebted person Client is a client who gets a credit or supporting office in light of sharia standards or its comparable in view of a bank concurrence with the client concerned.

In doing lawful relations among banks and contributors, it depends on 4 (four) fundamental standards of good bank the board. The 4 (four) standards are:

1.1 Fiduciary Principle

The rule of trust is a standard which expresses that a bank's business depends on a relationship of trust between the bank and its clients. Banks in gathering and overseeing public subsidizes should be founded on the guideline of trust. Bank clients share their assets with be kept in the bank in a portfolio and oversaw securely and truly, which whenever is mentioned back, the bank can give it. Regularizing, trustee relations are unequivocally expressed in Article 29 of Regulation Number 10 of 1998 concerning Changes to Regulation Number 7 of 1992 concerning Banking (Banking Regulation). Banks predominantly work with public finances stored in banks since trust, each bank needs to keep on keeping up with its wellbeing and keep up with public confidence in it.

1.2 Confidential Principle

The principle of bank secrecy is very important to be maintained in the banking industry because it is the soul of the banking industry. The main purpose of the bank applying the precautionary principle is that the customer obtains an adequate level of protection and legal guarantee for the customer's trust given to the bank to manage the funds they have deposited. Normative, this principle is accommodated in Article 40 Paragraph (1) of the Banking Law, namely: "Banks are required to keep information about their depositing customers and their deposits confidential, except in cases as referred to in Article 41, Article 41A, Article 42, Article 43, Article 44, and Article 44A" Article 40 contains a subjective element relating to matters that must be kept confidential by the bank, and an objective element, namely customer deposits.

1.3 Prudential Principle

The Banking Law does not clearly state the meaning of the precautionary principle. Article 2 of the Banking Law only states that: "Indonesian banks in carrying out their business are based on the principle of economic democracy by using the principle of prudence. Article 44A" Article 40 contains a subjective element relating to matters that must be kept confidential by the bank, and an objective element, namely customer deposits.

1.4 Know Your Customer Principles (Know Your Customer)

The guideline of Know Your Client, hereinafter alluded to as KYC, is a rule that is applied by banks to notice and figure out the personality of clients and screen client exchange exercises, including detailing thought dubious exchanges. The motivation behind carrying out KYC is to perceive the profile and character of client exchanges so that banks can distinguish thought dubious exchanges early. Ill-advised KYC standards can bring about banks managing

banking gambles with connected with the appraisal of people in general, clients or bank exchange accomplices against the bank concerned, to be specific Functional Gamble, Legitimate Gamble, Credit Focus Hazard, and Reputational Chance.

This preparatory standard requires the bank to continuously be cautious in completing its business exercises, as in it should constantly be predictable in executing regulations and guidelines in the financial area in view of impressive skill and completely pure intentions. This preparatory guideline is the standard of chance control through the steady utilization of guidelines. While the reason for applying the preparatory rule is banking steadiness which is applied as the 5 C idea as the fundamental idea of banking in credit examination by and large, including:

1. Character, the Bank must find out the characteristics of the prospective debtor, this is mainly related to the willingness of the prospective debtor to carry out his obligations. Banks always want loans to be returned in full on time. For this reason, the bank will only provide credit to prospective debtors who have a high commitment to the credit approval made.
2. Capacity, the Bank seeks to determine the management's ability to operate or manage its business so that it can fulfill all its obligations to the bank on a regular and timely basis. This capacity shows the real ability of the company to realize the plans that have been made.
3. Capital (capital), the Bank sees that this aspect of capital includes the financial structure of prospective customers including paid-in capital, profit and other financial structures. Based on this aspect of capital, the bank can measure the amount of capital of the prospective debtor itself associated with the credit that will be given if the prospective debtor will complete a job or project, the greater the amount of own capital indicates the level of risk that will be borne by the prospective debtor.
4. Condition (condition), the Bank sees this aspect including analysis of domestic as well as regional and international economic conditions. This aspect includes aspects of economy, politics, security and/or changes in statutory provisions (legal certainty).
5. Collateral (collateral), this aspect is an assessment of the guarantee provided by the prospective debtor as a credit security provided by the bank to the debtor's customer. The assessment of this guarantee aspect includes the tendency of the value of the guarantee in the future and the level of ease of converting it into cash (marketability).

All bank activities are full regulatory business activities. In practice, the bank as a financial institution treats depositors differently from debtor customers, especially in relation to the maturity of a third person in relation to the bank. To become depositors, in practice, the basis used by banks for Indonesian citizens (WNI) is personal identification / Identity Card (KTP), Driver's License (SIM) and for foreign citizens (WNA) are Passports and Temporary Resident Permit Cards (KTP). KIMS), Limited Stay Permit Card (KITAS) / Permanent Stay Permit Card (KITAP). If referring to the requirements for ownership of an ID card in Indonesia, it is when a person is 17 (seventeen) years old. Different treatment of debtor customers in practice apart from having an ID card, debtor customers must have documents stating that they are mature enough as in the Civil Code (KUHPperdata), namely the age of 21 (twenty-one) years where a person is an adult and can enter into an engagement in the form of the legal act of borrowing and pledging something to the bank. This situation suggests that banking in Indonesia is unfair in treating an adult when taking legal action with banking in Indonesia. Article 28 D Paragraph 1 of the 1945 Constitution of the Republic of Indonesia "everyone has the right to recognition, guarantee, protection, and legal certainty that is fair and equal treatment before the law," where

when a bank wants to collect bank funds it tends to be more lax in the application of maturity or skills while for the distribution of third party funds to debtor customers banks tend to be very strict in the application of adult regulations.

Basically, everyone has the right to manage their assets, where in the economic rules, what is meant by assets include debts. In managing assets, including carrying out business activities, while one must always be consistent in implementing the laws and regulations in banking based on professionals in the bank, it turns out that there are obstacles, in this case there is a difference in the application of the provisions of the adult age. Where the determination of the adult age limit and the capability to act is still based on the rules that have been in effect since the colonial era, currently the evolution of the younger generation is very fast and causing the age limit as regulated in the Civil Code can no longer be used. This situation in banking practice in Indonesia causes the following problems:

1. What is the adult age limit for depositors and debtor customers in banking practices in Indonesia.
2. What are the problems that arise for banks due to differences in the application of the adult age limit for depositors and debtor customers.
3. What is the solution to solving the problem of differences in the application of the adult age limit for bank customers in fulfilling a sense of justice related to Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking

2 Research Method

This examination utilizes a standardizing legitimate exploration technique since it is pointed toward getting objective regulation (lawful standards), in particular by exploring lawful issues and pointed toward acquiring emotional regulation (privileges and commitments). The examination is a prescriptive examination that is concentrating on the motivation behind the law, upsides of equity, the legitimacy of law and order, legitimate ideas, and lawful standards in regards to contrasts in setting the grown-up age limit for bank clients that happened between Regulation Number 10 of 1998 concerning Revisions of Regulation Number 7 of 1992 concerning Banking and the Common Code (KUHPperdata) as well as other pertinent guidelines that are straightforwardly or in a roundabout way connected with banking exercises in Indonesia.

This examination utilizes a reasonable methodology, to be specific the perspectives and principles that have created in the study of regulation. By concentrating on these perspectives, it is trusted that legitimate understandings, lawful ideas, and legitimate standards are applicable to the main things in need of attention. This concentrate likewise utilizes a legal methodology. The regulations and guidelines utilized in this study are rules connecting with the age furthest reaches of adulthood and the essential legitimate material utilized in this study is the Common Code (KUHPperdata).

3 Research Results

Table 1. Table of Application of The Adult Limitation Based on Legislation [Primary Data Processed on November 26, 2021]

NO	LEGISLATION	DESCRIPTION
1	Customary law	The criteria for the adult age limit of each region and custom are different, this is much influenced by factors of belief or religion in a certain place. Customary law does not focus on age issues, customary places the criteria for competence as the ability to carry out legal relations, while adulthood is defined as the ability to live independently.
2	Islamic Law Compilation Sharia Economic Law Compilation	Article 98 Paragraph (1) "The age limit for a child who is able to represent himself or as act an adult is 21 (twenty-one) years, as long as the child is not physically or mentally disabled or has never been married. Article 2 Paragraph (1) "A person is deemed to have the ability to carry out legal actions if he has reached the minimum age of 18 (eighteen years or has been married)"
3	State Law of the Republic of Indonesia Number 16 of 2019 concerning Revisions to Regulation Number 1 of 1974 concerning Marriage concerning changes in as far as possible for marriage.	Equality in the application of the minimum age limit for men and women to get married is 19 (nineteen) years .
4	Civil Code (KUHPperdata)	Article 330 of the Civil Code "A person is considered an adult if he is 21 (twenty one) years old or has been (ever) married"
5	Law of the Republic of Indonesia Number 13 of 2003 concerning Business	Article 1 number 26 Notice a kid is each individual younger than 18 (eighteen) years of age, so as far as possible for completing lawful activities as a work understanding.

		Candidate who is 18 (eighteen) years of age or currently wedded
6	State Law of the Republic of Indonesia Number 30 of 2004 concerning the Position of Notary	Article 39 and Article 40 To appear before a Notary with a purpose related to the duties of a Notary, it is required that the person is at least 18 (eighteen) years old or married, including the witnesses who are witnesses to the Notary's duties and present before the Notary are also at least 18 (eighteen) years old or already married .
7	State Law of the Republic of Indonesia Number 12 of 2006 concerning Citizenship of the Republic of Indonesia.	Article 4 letter h An Indonesian resident is a kid conceived out of legitimate union with an unfamiliar mother who is perceived by an Indonesian resident dad as his kid and the affirmation is made before the youngster is 18 (eighteen) years of age or unmarried. Article 9 The application for citizenship can be submitted by the applicant if one of the requirements is fulfilled, one of which is 18 (eighteen) years old or married. This law assumes that 18 (eighteen) years is the age a person has been able to carry out the rights and obligations as an Indonesian citizen
7	State Law of the Republic of Indonesia Number 23 of 2006 concerning Population Administration	Article 63 Paragraph 1 Occupants of Indonesian Residents and Outsiders who have Extremely durable Stay Licenses who are 17 (seventeen) years of age or have been hitched or have been hitched are expected to have a Personality Card (KTP)
8	Round Letter of the High Court of the Republic of Indonesia Number 07 of 2012 Dated 12 September 2012.	The child's age limit is in accordance with the Juvenile Court Act and the Child Protection Act, which is 18 (eighteen) years .
9	Round Letter of the Priest of Agrarian Undertakings and Spatial Preparation/Top of the Public Land Organization Number 4/SE/I/2015 concerning Grown-up Age	The scope of this circular contains the age limit for adults who can take legal actions in the context of land services is

	Cutoff points With regards to Land Administrations.	at least 18 (eighteen) years old or already married.
10	Regulation Number 11 of 2020 concerning Position Creation, related to Unofficial law of the Republic of Indonesia Number 8 of 2021 concerning Organization's Approved Capital and Enrollment of Foundation, Alteration, and Disintegration of Organizations that Meet the Rules for Miniature and Private companies	Declare Indonesian Citizens at least 17 (seventeen) years old

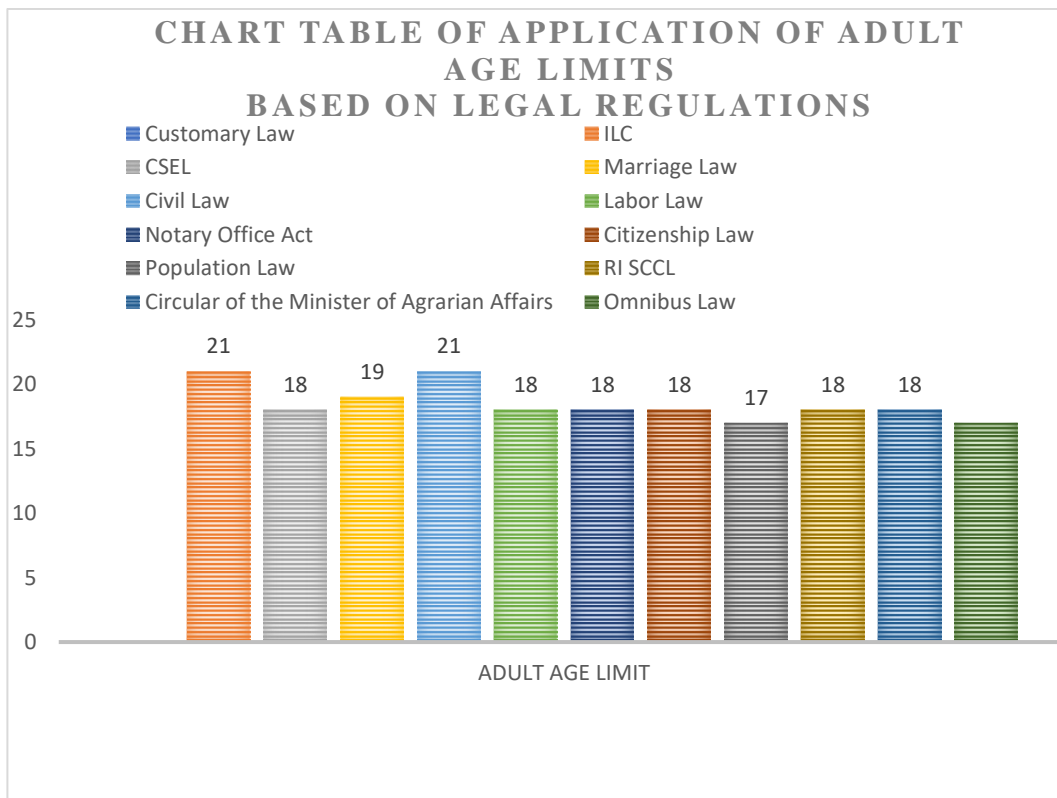


Fig. 1. Chart Table of Application of Adult Age Limits Based on Legislation

Along with legal developments, particularly in the realm of civil law, the age limit of 21 (twenty-one) years as an adult age limit is a determinant for being able to carry out legal actions and is not absolute. The form of amendments to Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 in relation with Banking or banking supervisors, in this case the Financial Services Authority (OJK) is issuing Financial Services Authority Regulations

concerning the Adult Age Limit for Bank Customers, namely 18 (eighteen) years. This is also supported by the following:

1. Maturity with the ability and authority to act can be separated. That is, a person who is not yet an adult based on Article 330 Burgerlijke Wetboek (BW), If there is a law or condition that determines that person can perform a certain act, the legal action can be accepted (the principle of *lex specialis derogate generalis* applies).
2. From Engelbrecht, in his footnote Article 330 Burgerlijke Wetboek (BW) it is known that before the enactment of Burgerlijke Wetboek (BW), the adult age in the Netherlands is 24 (twenty-four) years, however, in the New Burgerlijke Wetboek (BW) - Netherlands now (1992) it is known that his adult age is 18 (eighteen) years.
3. Law is dynamic, adapted to the development of society, and even tends to be a means of social engineering.

3.1 Analysis of the Age Limit of Bank Customers in Fulfilling a Sense of Justice in relation to Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking.

Legal theory in this study occupies an important position to provide a means to better understand the problem under study, legal theory itself studies the theoretical and general meanings of law. The legal theories used by researchers in research are as follows:

- a. **The theory of legal entities**, legal entities solely made by the state, theory of legal entities, can be collected into two groups, namely: 1) theories that seek to eliminate the problem of legal entities, among others by returning the matter to the people in this is the community, who are banking customers in Indonesia. 2) Another theory that wants to maintain a legal entity, namely the theory of juridical reality of legal entities in this case banking is an Indonesian legal entity bank (BBHI)
- b. **Legal Equality Theory**, this theory is often known as equality before the law in the simple sense that everyone is equal before the law, as stated in Article 27 Paragraph (1) this means that everyone is treated equally before the law moves within the legal umbrella. which is generally accepted (general) and single.
- c. **According to Thomas Hobbes**, equity is a demonstration that can be supposed to be fair assuming it has been founded on a concurred arrangement. From this assertion, it very well may be reasoned that equity or a feeling of equity must be accomplished when there is an understanding between the two gatherings who guarantee. The understanding here is deciphered in a wide structure, not just an arrangement between two gatherings who are going into a business contract, renting, and others. Legitimate security requires a spot or spot in its execution which is frequently alluded to for the purpose of lawful security. The method for lawful security are partitioned into two sorts, to be specific as follows:
 1. Means of Preventive Lawful Security, In this preventive legitimate assurance, lawful subjects are permitted to record complaints or suppositions before an administration choice gets a conclusive structure. The objective is to keep questions from happening. Preventive legitimate assurance is significant for government activities in view of opportunity of activity since with the presence of preventive lawful security the public authority is urged to be cautious in pursuing choices in view of prudence. In Indonesia, there is no guideline in regards to preventive legitimate assurance.

2. Repressive Legitimate Assurance Means, Severe lawful insurance intends to determine questions. The treatment of legitimate assurance by the General Courts and Regulatory Courts in Indonesia has a place with this classification of lawful security. The standard of legitimate assurance against government activities rests and starts from the idea of acknowledgment and security of common freedoms on the grounds that as indicated by history from the west, the introduction of ideas with respect to the acknowledgment and insurance of basic liberties is aimed at the constraints and setting down of local area commitments and government. The second rule that underlies legitimate shields against demonstrations of government is law and order. Related with the acknowledgment and assurance of common freedoms, the acknowledgment, and insurance of basic liberties have the principal place and can be connected to the goals of law and order.

4 Discussion

Omnibus regulation is a strategy or idea of making guidelines that joins a few standards with various administrative substances into one guideline under one lawful umbrella. Guidelines that are made are constantly done to make new regulations by dropping or disavowing additionally changing a few regulations and guidelines on the double. This Omnibus Regulation idea in the law expects to target significant issues that permit the renouncement or correction of a few regulations on the double (cross areas) for later disentanglement in their guideline, so it is trusted that there will be no simultaneousness/debate as well as obstruction between one standard and another.

Balance under the watchful eye of the law, which is one of the appearances of law and order (rechtstaat) where there is equivalent treatment for everybody under the steady gaze of the law and reflects current legitimate society and contains the significance of equivalent assurance under the steady gaze of the law and above all is get equivalent equity under the watchful eye of the law. Equity under the watchful eye of the law is one of the legitimate standards in common regulation, and quite possibly of the main rule in current regulation. This guideline is one of the foundations of law and order regulation which additionally spreads to emerging nations. The utilization of the rule of Fairness under the watchful eye of the law will support the acknowledgment of a feeling of equity, since this standard won't recognize the situation with legitimate subjects (individuals) according to the law as similarly safeguarded.

4.1 History of the Enforcement of the Civil Code in Indonesia

Civil law currently in force came from French civil law codified on March 21, 1804, under the name Code Civil Des Francis. Since May 1, 1948, the Civil Code (KUHPperdata) in legal terms known as Burgerlijk Wetboek (BW) has been in Indonesia. And the current position of Burgerlijk Wetboek (BW) is nothing more than a legal group that fills a legal vacuum, which is currently not regulated by positive law in force in Indonesia. Or in other words, Burgerlijk Wetboek's position is a guideline or set of legal norms generally considered valid if there are no specific rules. The consequence is that if regulation had been regulated in positive law, it should be invalid in Burgerlijk Wetboek.

The enactment of civil law in Indonesia as a result of colonial inheritance is directly related to the classification of occupation diverse provisions on the age limit of adults apply for each population group. Civil law in Indonesia has diversity, namely various colors. First, civil law in Indonesia is different for all groups of citizens:

- a. For the Indigenous Indonesian group, "customary law" applies, namely laws that have long been in force among the people, most of which are still unwritten, yet live in the actions of the people regarding all issues in people's lives.
- b. For groups of non-native citizens originating from China and Europe, the Civil Code (KUHPerdata) in legal terms is known as Burgerlijk Wetboek (BW) and the Commercial Code (Wetboek van Koophandel), with the understanding that for the Chinese group regarding the Burgerlijk Wetboek there is a slight deviation, namely parts 2 and 3 of Title IV Book I (regarding the ceremony that precedes the wedding and regarding the "Burgerlijk Wetboek") do not apply to them, whereas there is also a separate "Burgerlijke Stand" for them. Furthermore, there is also a regulation regarding adoption (adoption) because this is not well known in Burgerlijk Wetboek. Finally, for groups of non-native citizens who are not of Chinese or European origin (i.e. Arab, Indian, etc.), a part of the Burgerlijk Wetboek applies, some of which concerns property law (vermogensrecht), personality and family law (personen en familierecht) as well as those concerning inheritance law. Regarding the latter parts of the law, their law applies from their country of origin. The law that applies to the original Indonesian group itself is even more diverse and varies from region to region.

Business activities in the economic sector, especially banking, cannot be separated from a legal perspective. The law has regulated and provided a forum for every business activity through the law that regulates objects or material rights and the law that regulates the engagement.

The Civil Code does not regulate banking business activities, but the legal relationship between customers and banks is part of Book III of the Civil Code which discusses provisions regarding regulatory (regular) and open engagements, where business actors or business actors can deviate from the rules - the rules that have been determined by the legislators if the deviation does not conflict with the principles, principles and rules of law and norms that apply in society. The open nature of Book III of the Civil Code is motivated by a thought that the state through the government does not intervene too far in the wishes to be achieved by the parties as business actors in carrying out a cooperation or business transaction. The state does not interfere too much in civil (private) relations between members of the community. If the state intervenes too deeply in every business transaction, it is feared that it will cause distortion or chaos, so that it is counter-productive to the economy or business.

In this case, namely for business transactions carried out by the community, the government/state is only regulating, as can be seen from the provisions in Book III of the Civil Code which are regulatory in nature. [Ibid p. 8]

The freedom granted by the Civil Code Book III of course, every engagement made by a bank customer must adhere to the principles or legal principles that apply generally in an agreement, including the conditions for the validity of an engagement as stated in Article 1320 of the Civil Code or the freedom of contract principle as contained in Article 1338 of the Civil Code

4.2 Politics of Banking Law in Indonesia

The determination of the adult age limit is related to the ability to act related to Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking which still adopts colonial era principles through the Civil Code or in legal terms often known as Burgerlijke Wetboek (BW) Article 330 states "Minors are those who have not reached the age of 21 (twenty one) years and have not married before" which is a mechanism used by rulers and investors to protect their assets and power.

In the Civil Code the need for legal political encouragement to equalize the adult age limit of bank customers with the age limit of 18 (eighteen) on the grounds that the Civil Code is a temporary law that aims to fill the legal vacuum until the formation of a law that regulates specifically (lex specialist).

The community has made progress in education and absorption of information or has progressed quite rapidly so that at the age of 18 (eighteen) years, the community has understood and can absorb legal risks due to legal actions they have committed based on an engagement with a bank.

4.3 Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking as Lex Specialis

Lex specialis discredit legi generalis, this guideline suggests that extraordinary lawful principles will abrogate general lawful standards. There are a few rules that should be viewed as in the standard of lex specialis discredit legi generalis.

1. The arrangements found in the overall regulation remaining parts in actuality, aside from those explicitly controlled inside the said rules/guidelines

2. The arrangements of the lex specialis rules should be equivalent to the arrangements of the lex generalis (regulation with regulation)

3. The arrangements of the lex specialis should be in a similar lawful climate (system) as the lex generalis.

The intricacy of deciding the grown-up age limit in the overall set of laws in Indonesia is on the grounds that according to the legitimate viewpoint the grown-up age limit is viewed as utilized in deciding an individual's abilities and power to do legitimate activities. The Indonesian general set of laws represents that assuming there is erosion between lawful standards, legitimate standards can be utilized as an exit plan, in particular contact among regulations and guidelines, the significant standards utilized are lex-prevalent derogat legi substandard (high principles beat lower rules); lex-specialis derogat legi generalis (explicit standards supersede more overall principles); lex back derogat legi priori (the fresher rule bests the former one)

With respect as far as possible for adulthood, the arrangements in the Common Code are viewed as broad arrangements, so the particular financial regulation utilized is Regulation Number 10 of 1998 concerning Corrections to Regulation Number 7 of 1992 concerning Banking as a more unambiguous regulation. The lex specialis criticize legi generalis rule is implemented depending on the prerequisite that the frictional principles should be equivalent. By setting an equivalent grown-up age limit for bank clients, it is trusted that lawful conviction will happen and legitimate sureness will prompt legitimate security that outcomes it could be said of equity and a feeling of equity spreading flourishing for clients.

In the system of law and order, the guideline of legitimacy requires the public authority to be bound and act in light of the legitimacy in view of the law (wetmatigheid van bestuur). The rule of legitimacy in view of the law focuses on parts of lawful sureness as opposed to legitimate advantages. The quick advancement of the time requires the goal of issues that are likewise quick by focusing on the adaptability and advantages of government activities by the necessities of the local area.

5 Conclusions

1. For clients who store the grown-up age limit, the age furthest reaches of 17 (seventeen) years is applied by the Law of the Republic of Indonesia, Regulation Number 23 of 2006 concerning Populace Organization, while for indebted person clients, the grown-up age limit is applied to the age furthest reaches of 21 (21) under Article 330 of the Common Code.
2. The problem that arises for banks due to differences in the application of the adult age limit for depositing customers and debtor customers is that there is a difference in treatment of customers so that banks seem to make it difficult for customers to gain access to credit applications in banking, while when banks receive money from customers it seems laxer. The Bank is also impressed to avoid risks not only business risks but also legal risks.
3. The answer for resolve the issue of contrasts in the utilization of the grown-up age limit for bank clients in satisfying a feeling of equity connected with Regulation Number 10 of 1998 concerning Corrections to Regulation Number 7 of 1992 concerning Banking is to empower partners including the lawmaking body, bosses, and entertainers banking business to mutually complete legitimate changes by setting the grown-up age limit for contributors and borrowers at 18 (eighteen) years.

6 Suggestions

1. The need for legal political encouragement to equalize the adult age limit of bank customers with the age limit of 18 (eighteen) for the following reasons:
 - a. Equality before the law is one of the incarnations of the rule of law (rechtstaat) where there is equal treatment for everyone before the law and reflects modern legal society and implies equal protection before the law and the most important thing is getting equal justice before the law.
 - b. The community has made progress in education and absorption of information or has progressed quite rapidly so that at the age of 18 (eighteen) years, the community has understood and can absorb legal risks due to legal actions they have committed based on an engagement with a bank.
2. Equal treatment between citizens in legal positions will have an impact on a sense of justice. The principle of justice is the result of an equal choice, namely "justice as equality, equality and a sense of justice are words that complement each other in people's lives which are a means of legal protection for the community, in this case, the depositor and debtor customers.

3. The Civil Code is a provisional law that aims to fill the legal vacuum until the formation of a law that regulates specifically (*lex specialis*). So that it is necessary to revoke the provisions of Article 330 of the Civil Code regarding maturity, the provision often makes the provisions of the legal system in Indonesia fragmented, especially in determining the skills and authority to act with maturity issues.

References

- [1] 1945 Constitution of the Republic of Indonesia
- [2] The Civil Code (KUHPerdata), *Burgelijk Wetboek*, with the addition of the basic agrarian law and the marriage law / translated by R. Subekti and R, Cet.24-Jakarta, Pradnya Paramita 1992.
- [3] Law Number 1 of 1974 concerning Marriage
- [4] Law Number 10 of 1998 concerning amendments to Law Number 7 of 1992 concerning Banking
- [5] Act Number 3 of 2004 concerning Amendments to Act Number 23 of 1999 concerning Bank Indonesia.
- [6] Law Number 12 of 2006 concerning Citizenship of the Republic of Indonesia;
- [7] Law Number 23 of 2006 concerning Population Administration.
- [8] Law Number 21 of 2011 concerning the Financial Services Authority (OJK)
- [9] Circular Letter of the Supreme Court Number 07 of 2011 concerning the Legal Formulation of the Results of the Plenary Meeting of the Supreme Court Chamber as a Guide to the Implementation of Duties for the Court;
- [10] Law Number 24 of 2013 concerning Amendments to Law Number 23 of 2006 concerning Population Administration
- [11] Law Number 2 of 2014 concerning Amendments to Law Number 30 of 2004 concerning the Position of a Notary;
- [12] Circular Letter of the Minister of Agrarian Affairs and Spatial Planning / Head of the National Land Agency Number 4/SE/I/2015 concerning Adult Age Limits in the Context of Land Services
- [13] Law Number 16 of 2019 concerning Amendments to Law Number 1 of 1974 concerning Marriage
- [14] Law Number 11 of 2020 concerning Job Creation in conjunction with Government Regulation (PP) of the Republic of Indonesia Number 8 of 2021 concerning the Company's Authorized Capital and Registration of Establishment, Amendment, and Dissolution of Companies that Meet the Criteria for Micro and Small Businesses
- [15] Abdulkadir Muhammad, *Pengantar Hukum Pertanggung*, Cetakan ke I, 1994, Penerbit PT. Citra Aditya Bakti, Bandung
- [16] Ade Maman Suherman, J. Satrio, *Penjelasan Hukum tentang Batasan Umur*, 2010, Gramedia, Jakarta
- [17] Adrian Sutedi, *Hukum Perbankan Suatu Tinjauan Pencucian Uang, Merger, Likuidasi dan Kepailitan*, Cetakan keenam, Agustus 2018, Sinar Grafika, 2018
- [18] A.Wangsawidjaja Z, *Kredit Bank Umum menurut Teori dan Praktik Perbankan di Indonesia*, Cetakan I, 2020, Lantan Pustaka, Yogyakarta

- [19] Djaja S. Meliala,, *Perkembangan Hukum Perdata Tentang Benda dan Hukum Perikatan*, Edisi Revisi Keenam Oktober 2019, Penerbit Nuansa Aulia, Bandung
- [20] Eric N. Compton, (*Penerjemah Alexander Oey*), *Dasar-Dasar Perbankan (Terjemahan Principles Of Banking Second Edition)*, Cetakan kedua, Januari 1991, CV. Akademika Pressindo, Jakarta
- [21] Habib Adjie, *Hak Tanggungan Sebagai Lembaga Jaminan Atas Tanah*, Cetakan I, 2000, Penerbit Mandar Maju, Bandung
- [22] H. Rachmat Firdaus, Maya Ariyanti, *Manajemen Perkreditan Bank Umum, Teori, Masalah, Kebijakan dan Aplikasinya Lengkap dengan Analisis Kredit*, Cetakan pertama, Agustus 2003, Alfabeta, Bandung
- [23] Hery, *Dasar-Dasar Perbankan*, PT. Grasindo, Jakarta .2020;
- [24] Hery, *Bank dan Lembaga Keuangan Lainnya*, PT. Grasindo, Jakarta .2020;
- [25] I.G. Rai Widjaya, *Pedoman Dasar Perseroan Terbatas*, PT. Pradnya Paramita, Jakarta 1994
- [26] Irawan Soerodjo. *Hukum Perjanjian dan Pertanahan*, Cetakan I, 2016, LaksBang Pressindo, Yogyakarta
- [27] Joppie Jusuf, *Panduan Dasar Untuk Account Officer*, Cetakan pertama, 1992, Intermedia, Jakarta
- [28] Jeremy Betham, *Teori Perundang- Undangan, Prinsip-prinsip, Hukum Perdata dan Hukum Pidana*, Cetakan V, Januari 2019, Penerbit Nuansa Cendekia, Bandung
- [29] Johannes Ibrahim Kosasih, Hassanain Haykal, *Kasus Hukum Notaris Di Bidang Kredit Perbankan*, Cetakan Pertama, Februari 2021, Sinaar Grafika, Jakarta
- [30] Jonaedi Efendi, Johnny Ibrahim, *Metode Penelitian Hukum Normatif & Empiris*, Cetakan ke-3, Kencana, Jakarta
- [31] Lukman Santoso AZ, *Hak dan Kewajiban Hukum Nasabah Bank*, Cetakan Pertama, 2011, Penerbit Pustaka Yustia, Yogyakarta.
- [32] M. Bahsan, *Hukum Jaminan dan Jaminan Kredit Perbankan Indonesia*, 2007, PT. RajaGrafindo Persada, Jakarta
- [33] Prof. Dr. Mariam Darus Badruzaman, S.H., FCB Arb, PT. Citra Aditya Bakti, 2015, Bandung.
- [34] MR. C. Asser's (penerjemah Rachmad Setiawan), *Hukum Perikatan Ajaran Umum Perjanjian*, Cetakan I, Juni 2020, Penerbit Yrama Widya, Bandung
- [35] Neni Sri Imaniyati, Panji Adam Agus Putra, *Pengantar Hukum Perbankan Indonesia*, Cetakan kedua, November 2016, PT. Refika Aditama, Bandung
- [36] Otoritas Jasa Keuangan (OJK), Pahami & Hindari, *Tidak Untuk Diperjualbelikan*, Jakarta
- [37] Rudyanti Dorotea Tobing, *Hukum Perjanjian Kredit*, 2014, Laksbang Grafika, Yogyakarta
- [38] Rio Christiawan., *Hukum Pembiayaan Usaha*, Cetakan ke-1, Agustus 2020, PT. Rajagrafindo Persada, Depok
- [39] Rio Christiawan, *Hukum Bisnis Kontemporer*, Cetakan Ke-1, Januari 2021, PT. Rajagrafindo Persada, Depok
- [40] Sri Soedewi Maschoen Sofwan, *Hukum Jaminan di Indonesia Pokok-Pokok Hukum Jaminan dan Jaminan Perseorangan*, Edisi Pertama, 1980, Liberty Yogyakarta, Yogyakarta
- [41] Standar Etika Bankir Indonesia, Ikatan Bankir Indonesia Jakarta, Februari 2013
- [42] Takdir Rahmadi, Mediasi, *Penyelesaian Sengketa Melalui Pendekatan Mufakat*, Cetakan ke-4, 2019, PT. Rajagrafindo Persada, Depok

- [43] www.bankmas.co.id
- [44] www.btn.co.id
- [45] www.hsbc.co.id
- [46] [Wikipedia :https://id.wikipedia.org/wiki/Dewasa](https://id.wikipedia.org/wiki/Dewasa)