



# AMICI CURIAE BRIEF

(Pendapat Hukum Sahabat Pengadilan)

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Dalam Perkara Nomor  
**1186/Pdt. G/2024/PN.JKT. SEL**

Antara

**Perkumpulan Transformasi untuk Keadilan Indonesia,  
dkk, melawan PT. Bank Mandiri**

## 2025

Diajukan oleh

**Indonesian Center for  
Environmental Law (ICEL)**

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[icel.or.id](http://icel.or.id)



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### A. Amici's Interests

The Indonesian Center for Environmental Law (ICEL) is a non-profit organization an influential government in fighting for the realization of justice environment based on the values of democracy, human rights, civilization, sustainability, state law (*rule of law*), and good governance of sustainable development (*good sustainable development governance*). ICEL has a mission, namely:

1. To promote legal and policy reform through studies, advocacy, and knowledge management in the field of environment and natural resources;
2. Strengthen and defend the community of victims/potential victims to fighting for their rights to the environment and natural resources;
3. Strengthening the capacity of state institutions in creating, disseminate, enforce the law, and constructively evaluate the law and policies in the field of environment and natural resources;
4. Carrying out development of ICEL's organizational and human resource capacity in order to realizing Good NGO Governance.

ICEL as an Amici feels it is important to convey its views related to the a quo case, especially because Amici was quite actively involved in the drafting Law Number 32 of 2009 concerning Protection and Management Environment (Law 32/2009) and has published the "Legal Annotation of the Law on Law Number 32

of 2009” which contains historical, theoretical and practical explanations against most of the material in Law 32/2009.<sup>1</sup>

Based on this and to support the creation of good governance good living environment, thus is written this *Amici Curiae Brief* as a means of deriving information, references or contributions of thought for the Honorable Panel of Judges in deciding a case *a quo*. An *Amici Curiae Brief* this is form of trust and support for the court institution in contribute to supporting the creation of environmental protection and management a better life, in accordance with the principle of *in dubio pro natura*.

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<sup>1</sup> Indonesian Center for Environmental Law, Annotation of Law Number 32 of 2009 concerning Environmental Protection and Management (Jakarta: Indonesian Center for Environmental Law, 2014).

## B. Position of the *Amici Curiae Brief* in the Indonesian Judiciary

*Amici Curiae* or Friends of the Court is an individual or a group that is not a party to a court case, but submits an opinion—either because requested by the court or on one's own initiative—in relation to the case currently being tried.<sup>2</sup> This legal concept originates from the tradition of *common law* which then also developed and was practiced in the tradition of *civil law*. The document produced by the *amici* is what is proceeded to be called the *Amici Curiae Brief*.

In practice in Indonesia, *Amici Curiae Briefs* have begun to be used in various cases in various courts under the Supreme Court, including:

- a. The *Amici Curiae Brief* submitted by the Press Freedom Activist Group to Supreme Court on Time magazine case review versus Suharto.
- b. The *Amici Curiae Brief* in the trial of the premeditated murder case against farmer activists Salim Kancil and Tosan and violations of PT Mining Business Permits IMMS and the Head of Selok Awar-Awar Village, Hariyono, at Watu Pecak Beach, Lumajang, East Java by the Jakarta Legal Aid Institute, March 2016.<sup>3</sup>
- c. The *Amici Curiae Brief* in Application Number 17/P/FP/2017/PTUN.JKT between PT Riau Andalan Pulp and Paper (Applicant) vs. Minister of Environment Life and Forestry submitted by a group of environmental law academics in Indonesia, 2017.<sup>4</sup>
- d. The *Amici Curiae Brief* “Stop Criminalization of Environmental Fighters” to PN Indramayu for case No. 397/Pid.B/2018/PN.Idm on behalf of Defendants Sawin, Sukma, and Nanto, December 2018.<sup>5</sup>

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<sup>2</sup> Bryan A. Gardner (ed.), *Black's Law Dictionary 9th ed.*, (Texas: Thomson Reuters, 2009), p. 98.

<sup>3</sup> [https://www.bantuanhukum.or.id/web/wp-content/uploads/2016/03/Amici\\_Salim-Kancil\\_Book\\_Compressed.pdf](https://www.bantuanhukum.or.id/web/wp-content/uploads/2016/03/Amici_Salim-Kancil_Book_Compressed.pdf)

<sup>4</sup> <https://icel.or.id/berita/siaran-pers-Amici-curiae-pt-rapp-vs-klhk/>

<sup>5</sup> Institute for Criminal Justice Reform (ICJR), “Amicus Curiae (Friend of the Court) in the Case of Sawin, Sukma and Nanto at the Indramayu District Court (Case Number 397/PID.B/2018/PN.IDM) Stop the Criminalization of Environmental Activists,” <http://icjr.or.id/amici-curiae-sahabat-pengadilan-dalam-perkara-sawin-sukma-dan-nanto-di-pengadilan-negeri-indramayunomor-perkara-397pid-b2018pn-idm-hentikan-kriminalisasi-pejuang-lingkungan/>, accessed May 10, 2025

- e. In particular, ICEL has conveyed its opinion several times in an *Amici Curiae Brief* as in case no. 24/Pdt.G/2015/PN.Plg between the Minister of Environment Life and Forestry against PT. Bumi Mekar Hijau,<sup>6</sup> regarding case No. 2/G/LH/2017/ PTUN.DPS regarding the Environmental Permit for the Celukan Bawang PLTU which filed together with RCCC UI, ELAW, Earth Justice, et al.,<sup>7</sup> regarding the No. 148/G/LH/2017/PTUN-BDG regarding the environmental permit for Cirebon II PLTU which was submitted together with academics,<sup>8</sup> regarding the Application for the Right to Review Material Article 7 and Article 9 paragraph (1) of Bali Governor Regulation No. 97 of 2018 in matter case No. 29P/HUM/2019,<sup>9</sup> regarding case No. 1038/Pid.B/LH/2019/PN.Pbr,<sup>10</sup> against Citizens' Lawsuit against Waste Management in Pekanbaru City No. 262/PDT.G/2021/PN.PBR,<sup>11</sup> regarding the case of revocation of permit submitted to the Regent of Sorong,<sup>12</sup> And against the Appeal Submission for Case Number 14/Pid.Sus/2024/PN.Jpa.<sup>13</sup>

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<sup>6</sup> <https://icel.or.id/wp-content/uploads/Pendapat-Hukum-AMICI-CURIAE-MENTERI-LHK-VS-PT-BMH.pdf>

<sup>7</sup> <https://icel.or.id/wp-content/uploads/CCIA-Amici-Kasus-No-2GLH2018PTUN.DPS-FINAL.pdf>

<sup>8</sup> Indonesian Center for Environmental Law, "Amici Curiae Brief in State Administrative Case Number: 148/G/LH/2017/PTUN-BDG," <https://icel.or.id/id-id/kerja-kami/publikasi/pendapat-hukum/v/amici-curiae-brief-dalam-perkara-tata-usaha-negara-nomor-148glh2017ptunbdg>, accessed May 12, 2025

<sup>9</sup> [https://icel.or.id/wp-content/uploads/190423-Amici-Curiae-Pergub-Bali\\_FINAL.pdf](https://icel.or.id/wp-content/uploads/190423-Amici-Curiae-Pergub-Bali_FINAL.pdf)

<sup>10</sup> Indonesian Center for Environmental Law, "Amici Curiae Brief (Legal Opinion of the Court's Friends) in Case Number 1038/Pid.B/LH/2019/PN.Pbr," <https://icel.or.id/id-id/kerjakami/publikasi/pendapat-hukum/v/amici-curiae-brief-pendapat-hukum-para-sahabat-pengadilandalam-perkara-nomor-1038pidblh2019pnpr>, accessed May 12, 2025.

<sup>11</sup> Indonesian Center for Environmental Law, "Amici Curiae Brief (Legal Opinion of the Court's Friends) in the Citizens' Lawsuit against Waste Management in Pekanbaru City No. 262/PDT.G/2021/PN.PBR," <https://icel.or.id/id-id/kerja-kami/publikasi/pendapat-hukum/v/amici-curiae-brief-legal-opinion-of-the-court-friends-in-citizens-lawsuit-against-waste-management-in-pekanbaru-city-no-262pdgt2021pnpr>, accessed May 12, 2025

<sup>12</sup> Indonesian Center for Environmental Law, "Amici Curiae Brief (Legal Opinion of the Court's Friends) Regarding the Case at the Jayapura State Administrative Court," <https://icel.or.id/id-id/kerjakami/publikasi/pendapat-hukum/v/amici-curiae-brief-pendapat-hukum-para-sahabat-pengadilanterhadap-perkara-di-pengadilan-tata-usaha-negara-jayapura>, accessed May 12, 2025.

<sup>13</sup> Indonesian Center for Environmental Law, "Amici Curiae Brief (Friend of the Court's Legal Opinion) in the Appeal of Case Number 14/Pid.Sus/2024/PN.Jpa," <https://icel.or.id/id-id/kerja-kami/publikasi/pendapat-hukum/v/amici-curiae-brief-pendapat-hukum-sahabat-pengadilandalam-pengajuan-appeal-perkara-nomor-14pidsus2024pnjpa>, accessed May 12, 2025.

### C. Case Chronology

This *Amici Curiae* was written on the basis of relevant legal facts, with assumption that the facts presented in the trial are true. The analyses in the *amici curiae* does not interact with issues of conflicting facts, but rather is limited to answering legal questions, and to some extent, the application of norms against the facts. The legal facts that form the basis of the argument of the *amici* is as follows:

1. That the Defendant is a bank, one of the forms of whose business is distribution or provision of credit;
2. That the Defendant in carrying out its business activities is obliged to apply the principles of caution especially in distributing credit;
3. That one of the customers who receives credit or financing from The Defendant is Co-Defendant I, which is the parent company of Co-Defendant II;
4. That based on the Financial Report of Co-Defendant I, it is known that Co-Defendant I received credit or financing throughout the 2017-2021 period from the Defendant, which if the nominal amount is accumulated reaches Rp. 1,851,994,000,000 (one trillion eight hundred fifty-one billion nine one hundred and ninety-four million rupiah)
5. That Co-Defendant II is a palm oil plantation company which was established on 6 September 2006. In this case, Co-Defendant II is a subsidiary company of Co-Defendant I with 99% share ownership;
6. That Co-Defendant II began operating by carrying out land clearing on July 2007 in Molino Village and Bunta Village using around 130 units of heavy equipment;
7. That the condition of the land before the land clearing carried out by Co-Defendant II was in the state of swampy forestry and some of the land is already open to the public in the riverbank areas. managed by the community. Meanwhile, in Bunta Village there are already area that are open because they consist of transmigration areas;
8. That the business activities of Co-Defendant II are not accompanied by ownership of Right to Cultivate (HGU) permits. Thus, the land rights aspect of business activities Defendant II can be said to have not been *clean and clear*.
9. That the Eco Nusantara Report issued in 2023 supports the truth the fact that throughout the operations of Co-Defendant II from 2007 to by 2023, Co-Defendant II does not yet have an HGU permit.

## **D. *Amici's* Opinion on the Case**

### **1. Plantation Business Activities Carried Out without Cultivation Rights It is an Illegal or Unlawful Activity**

Basically, the Right to Cultivate (HGU) is an absolute prerequisite that must be met by business actors to be able to carry out land cultivation activities on plantations. When it was first published, Article 42 of Law No. 39 of 2014 concerning Plantation regulates that. "Plantation Crop cultivation business activities and/or Plantation Product Processing businesses as referred to in Article 41 (1) may only be carried out by a Plantation Company if it has obtained land rights and/or Plantation Business permits."<sup>14</sup> This provision specifically the phrase "and/or" indicates as if the plantation company only needs to meet only one of the requirements, a plantation business permit or land rights.

As a result, several civil society organizations have also proposed a review. material to the Constitutional Court (MK) regarding the article. The applicants stated that the article is in conflict with the 1945 Constitution insofar as it is not interpreted as "rights" on land and plantation business permits". In relation to this, the Constitutional Court is of the opinion that it is impossible and has no legal basis for plantation companies carrying out plantation crop cultivation without first obtaining a permit land rights.<sup>15</sup> Therefore, the Constitutional Court is of the opinion that the applicant's argument regarding the unconstitutionality of Article 42 of the Plantation Law, the reason is according to law. The Constitutional Court also ruled that Article 42 of the Plantation Law was contradictory with the 1945 Constitution conditionally as long as the phrase "land rights and/or business permits" plantations" in these provisions are not interpreted as land rights and permits plantation business.<sup>16</sup>

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<sup>14</sup> Plantation Law, Law No. 39 of 2014, LN No. 308 of 2014, TLN No. 5613, Ps. 42.

<sup>15</sup> Constitutional Court, Decision No. 138/PUU-XIII/2015, p. 283.

<sup>16</sup> Ibid., p. 294.

Following the Constitutional Court's decision and the Job Creation Law, Article 42 of the Plantation Law reads, "Plantation plant cultivation business activities and/or processing business activities plantation products as referred to in Article 41 paragraph (1) may only be carried out by plantation companies if they have obtained land rights and fulfilled the requirements business permits related to plantations from the central government."<sup>17</sup> Thus, it is clear that an IUP-B permit alone is not enough. Companies that carry out business activities plantation cultivation must also have HGU. This means that plantation cultivation business activities plantations without HGU can be said to be illegal activities.

Furthermore, there is the Minister of Agriculture Regulation Number 98 of 2013 concerning Plantation Business Licensing Guidelines (Ministry of Agriculture Regulation No. 98/2013) which confirms this. Article 40 paragraph (2) of the Ministerial Regulation states that, "Plantations companies that have IUP-B, IUP-P, or IUP permits in accordance with these Regulations are required to further complete the process of acquiring land rights in accordance with laws and regulations in the land sector."<sup>18</sup> This means that HGU is clearly one of the requirements that must be fulfilled by the IUP holder to ultimately be able to carry out business activities in plantation areas.

Apart from being a legal requirement for plantation business activities, HGU also is an important requirement because the absence of HGU also has the potential to have an impact on the emergence of serious environmental and social problems. In fact, for the case at hand, the company that does not have an HGU permit is Co-Defendant II since it was fully operational in 2007, starting at that time with the use of 130 units of heavy equipment, causing deforestation, environmental damage, and prolonged social conflict. The absence of HGU from Co-Defendant II was the main cause of the social conflict which has been going on for more than 17 years with the people of Molina Village and Bunta Village, North Morowali, remembers that the land being cultivated has not yet been *clean and clear*.

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<sup>17</sup> Plantation Law, Law No. 39 of 2014, LN No. 308 of 2014, TLN No. 5613, as amended by Perppu No. 2 of 2022 concerning Job Creation, hereinafter referred to as the Plantation Law as amended by Perppu Cipta Kerja, Article 42.

<sup>18</sup> Regulation of the Minister of Agriculture concerning Guidelines for Plantation Business Licensing, Regulation of the Minister of Agriculture No. 98 of 2013, BN No. 1180 of 2013, Ps. 40 paragraph (2).



## 2. The Defendant's Actions in Disbursing Credit to Co-Defendant I It is an Unlawful Act (PMH)

The Defendant's actions in extending credit to Co-Defendant I in is basically an Unlawful Act. This is based on several reasons. First, we will briefly explain the concept of PMH. On basically, in relation to civil law, the basis of civil liability is a rule that states that, "*every act whatever of man that causes damage to another, obliges wisdom by whose fault it happened to repair it.*"<sup>19</sup> In civil law In Indonesia, this rule is embodied in Article 1365 of the Civil Code which states that, "Every act that violates the law and causes harm to another person, obliging the person who caused the loss because his mistake to replace the loss."<sup>20</sup>

Meanwhile, in *common law*, the most common civil liability is negligence. Referring to Galligan Jr's opinion, there are several elements that need to be proven as *negligence*, namely (a) the existence of an obligation (duty); (b) the existence of violation of such obligations (*breach of duty*); (c) there is a loss in the plaintiff himself; and (d) there is causality between the actions *negligence* (violation against the obligations undertaken) with the losses suffered by the plaintiff.<sup>21</sup> If all of these elements are proven, then the defendant can be declared responsible answer on the basis of fault. In other words, *fault* is not a separate element proven for *negligence*.

The concepts of PMH and negligence do seem similar, but at the same time the same as if there was a difference, where in PMH the plaintiff must prove there is an element of error. However, when we delve into the meaning of "error" In itself, in fact, the proof of an error is no different from the proof of a related to PMH itself. Referring to the view of Djojodirdjo, the rule maker in fact, it opens up the opportunity to interpret the element of error as against the law itself. In line with this view, Agustina argues that if an error is interpreted as an objective error, then the error is considered there is when the perpetrator carries out an act differently from what he should have done do. In this condition, the error and unlawful nature can be said become one.<sup>22</sup>

Moving on from the explanation above, PMH in civil law is not only interpreted as an active or positive act in which a person carries out an act which violates norms, but also includes negative actions in which a person is not acting in accordance with his subjective obligations. In fact, not doing anything or silence can also be considered

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<sup>19</sup> Andri G. Wibisana, "Civil Liability for Forest/Land Fires: Some Lessons from the Minister of KLHK vs. PT. BMH" Environmental Law Development, Vol. 1, No. 1 (October 2016), p. 38.

<sup>20</sup> Civil Code, Article 1365.

<sup>21</sup> Andri G. Wibisana, "Civil Liability for Forest/Land Fires", p. 39.

<sup>22</sup> Ibid.

PMH in civil law.<sup>23</sup> Even farther, PMH in civil law does not only talk about violations of regulations legislation. Rosa Agustina emphasized that an act can be classified as PMH if (a) actions conflict with obligations law of the perpetrator; (b) acts contrary to the subjective rights of others; (c) acts contrary to morality; and (d) acts contrary to propriety, accuracy, and caution.<sup>24</sup> Based on several important points in above, the Defendant's actions in extending credit to Co-Defendant I can be declared as PMH for several reasons. First, the defendant's actions violating Law Number 7 of 1992 concerning Banking as has been last amended by Law No. 4 of 2023 (Banking Law). In this case, the defendant's actions violate the precautionary principle as regulated in Article 2 Banking Law,<sup>25</sup> where as a result the credit can be used for funding palm oil plantation activities that do not have HGU from Co-Defendant II.

Furthermore, Article 8 of the Banking Law also stipulates that in providing credit or financing based on sharia principles, Commercial Banks are required to have belief based on in-depth analysis of the debtor's faith and ability to repay his debt. Explanation of Article 8 of the Banking Law then states that banks must carry out assessments of character, capabilities, capital, collateral, and business prospects of debtor customers. More importantly, Explanation of Article 8 confirms that banks must provide credit pay attention to AMDAL for large-scale or high-risk companies so that the funded projects still maintain environmental sustainability.<sup>26</sup> That is, the law Banking mandates banks to ensure legality and completeness debtor customer licensing requirements before providing credit to ensure that the financed project will not have a negative impact on the environment. Based on the principle of prudence and the mandate to conduct in-depth analysis, it is appropriate for banks to also conduct in-depth investigations into subsidiaries of debtor customers, who in this case do not have HGU.

Second, if it is linked to the PMH theory in civil law, then it is clear that the defendant's actions in distributing credit to defendant I constituted PMH. As mentioned earlier, an act can be classified as PMH if it conflicts with the perpetrator's legal obligations. In this case, the bank certainly has a legal obligation to check the legality from debtor customers including its subsidiaries. However, this seems to have failed carried out by the Defendant in distributing credit to Co-Defendant I. In addition, actions can also be classified as PMH if they conflict with propriety, accuracy, and caution. This theory is certainly relevant in cases This, where the Defendant was not thorough and

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<sup>23</sup> Gisni Halipah, et al., "Legal Review of the Concept of Unlawful Acts in the Context of Civil Law," *Journal of Law Veranda*, Vol. 16, no. 01 (2023), p. 140.

<sup>24</sup> Rosa Agustina, *Act Against the Law* (Jakarta: Postgraduate Program, University of Indonesia, 2003), p. 17.

<sup>25</sup> Banking Law, Law No. 7 of 1992, as amended by Law No. 4 of 2023 concerning the Development and Strengthening of the Financial Sector, hereinafter referred to as the Banking Law, Article 2.

<sup>26</sup> *Ibid.*, Article 8 and Explanation.

careful in distributing credit to Co-Defendant I so that the credit can actually be used for activities oil palm plantation Co-Defendant II which does not have HGU.

### **3. Lawsuits against Environmental Damage Funders are a Practice Which Has Precedent in the International Level**

Basically, there are several precedents especially in the international sphere. where lawsuits are directed at parties who fund business activities which are considered to be damaging or have the potential to damage the environment. First, there are case between ClientEarth vs Enea SA. In this case, ClientEarth as an NGO environmentalist and shareholder in Enea SA, sued the company to cancel the company resolution that approved the construction of the Batu PLTU Ostroleka C coal with a capacity of 1 GW worth €1.2 billion. The basis of this lawsuit is aware in the Polish Commercial Companies Code.<sup>27</sup>

In its lawsuit, ClientEarth asserted that the construction of the PLTU would detrimental to the company's economic interests due to the many financial risks related to climate, such as rising carbon prices, renewable energy alternatives affordable, as well as a push in the European Union to reduce coal subsidies. The lawsuit was filed on October 24, 2018 in the Poznan Regional Court and on August 1, 2019, the court ruled that the company resolution approving The construction of the PLTU is not legally valid because it goes beyond the procedures. the powers set out in the Polish Commercial Companies Code. The decision was also confirmed at the appeal level. Although the court did not use climate or environmental aspects as a basis for deciding this case, the lawsuit from ClientEarth emphasizes the position of shareholders as potential parties disadvantaged by corporate funding decisions, particularly in funding towards activities that have an impact on the environment and climate.<sup>28</sup>

Second, there is a lawsuit filed by Friends of the Earth (Les Amis de la Terre) France, Notre Affaire a Tous, and Oxfam France against BNP Paribas, as the largest financier of coal expansion in Europe (and the fifth in the world). The lawsuit This marks the world's first climate lawsuit against a commercial bank, based on on violations by BNP Paribas of regulations relating to prudential obligations Duty of Vigilance Law in France considering BNP Paribas' continued funding fossil fuel expansion. The demands of these three organizations are is for BNP Paribas to stop financing new fossil fuel projects and adopt a plan to exit the oil and gas sector. The lawsuit also emphasizes the

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<sup>27</sup> Climate Case Chart,” ClientEarth v. Enea,” <https://climatecasechart.com/non-uscase/clientearth-v-enea/> , accessed May 24, 2025.

<sup>28</sup> Ibid.

importance of the bank's legal responsibility in its funding of activities that contribute to the climate crisis.<sup>29</sup>

Third, there is a lawsuit filed by Milieudefensie against ING Bank, which is the largest bank in the Netherlands. In this case, Milieudefensie considers ING Bank failed to align its financing policies with climate targets in Paris Agreement, given that the bank continues to fund companies which contribute greatly to the climate crisis. There are several things that are demands from the Milieudefensie, including that (a) ING align its policies its financing with targets in the Paris Agreement; (b) ING reduces CO2 emissions at least 48% and CO2e by 43% in 2030 compared to with its emission levels in 2019; (c) ING sues large corporations that is its client to have an adequate climate plan and stop funding to corporations that do not have a climate plan in place for a period of 1 year; and (d) ING demands that corporations in the fossil fuel sector halt its expansion and develop an adequate phase-out plan, as well as stop funding if this is not adhered to.<sup>30</sup>

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<sup>29</sup> Les Amis de la Terre, "French NGOs take BNP Paribas to Court in World's First Climate Lawsuit against a Commercial Bank," <https://www.amisdelaterre.org/communique-presse/french-ngos-takebnp-paribas-to-court-in-worlds-first-climate-lawsuit-against-a-commercial-bank/> , accessed May 24, 2025.

<sup>30</sup> Milieudefensie (Friends of The Earth Netherlands), "Frequently Asked Questions About the Climate Lawsuit against ING," [https://en.milieudefensie.nl/climate-case-ing/frequently-askedquestions-about-the-climate-lawsuit-against-ing?utm\\_source=chatgpt.com](https://en.milieudefensie.nl/climate-case-ing/frequently-askedquestions-about-the-climate-lawsuit-against-ing?utm_source=chatgpt.com) , accessed May 24, 2025.

## **E. Conclusion**

Based on the explanation above, the *Amici* has come to the conclusion that The Defendant's act of distributing credit to Co-Defendant I was PMH for the following reasons:

- 1. The Defendant's actions violate the Banking Law, especially the principle of prudence. and it becomes the defendant's obligation to investigate the debtor's customers, including the legality from debtor customers;**
- 2. The Defendant's actions are contrary to the Defendant's legal obligations so it can be classified as an Act Against the Law (PMH); And**
- 3. The Defendant's actions are contrary to due care and caution so it can be classified as an Act Against the Law (PMH).**

As a final word, it needs to be re-emphasized that asking for legal responsibility from banks for their financing is a common practice found in many countries. If the Panel of Judges is in doubt, then we hope that the Panel of Judges can decide this case in favor of the environmental – *in dubio pro natura*. Because the environment and natural resources that exist today not only belongs to the current generation, but is also the right of future generations.



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