

利息制限法

Interest Rate Restriction Act

(昭和二十九年五月十五日法律第百号)
(Act No. 100 of May 15, 1954)

第一章 利息等の制限 (第一条—第四条)

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第一章 利息等の制限

Chapter I Restrictions on Interest, etc.

(利息の制限)

(Restrictions on Interest)

第一条 金銭を目的とする消費貸借における利息の契約は、その利息が次の各号に掲げる場合に応じ当該各号に定める利率により計算した金額を超えるときは、その超過部分について、無効とする。

Article 1 If the interest under a contract for interest on a loan of money exceeds the amounts calculated based on the interest rates specified in the following items in relation to each of the instances referenced in the following items, the contract is to be void in relation to the portion of interest which exceeds those respective amounts:

一 元本の額が十万円未満の場合 年二割

(i) where the amount of the principal is less than 100,000 yen: 20 percent per annum;

二 元本の額が十万円以上百万円未満の場合 年一割八分

(ii) where the amount of the principal is 100,000 yen or more but less than 1,000,000 yen: 18 percent per annum; or

三 元本の額が百万円以上の場合 年一割五分

(iii) where the amount of the principal is 1,000,000 yen or more: 15 percent per annum.

(利息の天引き)

(Advance Deduction of Interest)

第二条 利息の天引きをした場合において、天引額が債務者の受領額を元本として前条に規定する利率により計算した金額を超えるときは、その超過部分は、元本の支払に

充てたものとみなす。

Article 2 Where interest is deducted in advance, if the amount deducted in advance exceeds the amount calculated based on the interest rate prescribed in the preceding Article, with the amount received by the debtor being the principal, the portion of interest in excess of that amount is deemed to have been appropriated to payment of the principal.

(みなし利息)

(Deemed Interest)

第三条 前二条の規定の適用については、金銭を目的とする消費貸借に関し債権者の受ける元本以外の金銭は、礼金、割引金、手数料、調査料その他いかなる名義をもってするかを問わず、利息とみなす。ただし、契約の締結及び債務の弁済の費用は、この限りでない。

Article 3 For purposes of the application of the provisions of the preceding two Articles, any monies other than the principal, whether they are called a reward, discount charge, commission charge, inspection fee, or any other name, which the creditor receives with regard to the loan of money, are deemed to be interest; provided, however, that this does not apply to expenses for concluding the contract and for the performance of obligations.

(賠償額の予定の制限)

(Restrictions on Agreements for Liquidated Damages)

第四条 金銭を目的とする消費貸借上の債務の不履行による賠償額の予定は、その賠償額の元本に対する割合が第一条に規定する率の一・四六倍を超えるときは、その超過部分について、無効とする。

Article 4 (1) If the ratio of liquidated damages to the principal under an agreement for liquidated damages due to a failure to perform an obligation under a loan of money, exceeds 1.46 times the rate prescribed in Article 1, the agreement is to be void in relation to the excess portion.

2 前項の規定の適用については、違約金は、賠償額の予定とみなす。

(2) For purposes of the application of the provisions of the preceding paragraph, any penalty for breach of contract is deemed to be an agreement for liquidated damages.

第二章 営業的金銭消費貸借の特則

Chapter II Special Provisions on Commercial Loans

(元本額の特則)

(Special Provisions on the Amount of Principal)

第五条 次の各号に掲げる利息に関する第一条の規定の適用については、当該各号に定める額を同条に規定する元本の額とみなす。

Article 5 For purposes of the application of the provisions of Article 1 to the interest listed in the following items, the amounts specified respectively in those items are deemed to be the amounts of principal prescribed in said Article:

- 一 営業的金銭消費貸借（債権者が業として行う金銭を目的とする消費貸借をいう。以下同じ。）上の債務を既に負担している債務者が同一の債権者から重ねて営業的金銭消費貸借による貸付けを受けた場合における当該貸付けに係る営業的金銭消費貸借上の利息 当該既に負担している債務の残元本の額と当該貸付けを受けた元本の額との合計額
 - (i) where a debtor who already bears an obligation under a commercial loan (meaning a loan whose subject is money and which is provided by a creditor on a regular basis; the same applies hereinafter) additionally receives a loan by way of a commercial loan from the same creditor, such interest as accrues on that additional loan: the sum of the amount of the outstanding principal of the obligation already borne and the amount of the principal of the loan that was additionally received; or
 - 二 債務者が同一の債権者から同時に二以上の営業的金銭消費貸借による貸付けを受けた場合におけるそれぞれの貸付けに係る営業的金銭消費貸借上の利息 当該二以上の貸付けを受けた元本の額の合計額
 - (ii) where an debtor receives two or more loans by way of commercial loans simultaneously from the same creditor, such interest as accrues on each of the loans: the sum of the amounts of the principal of the two or more loans received.

（みなし利息の特則）

(Special Provisions on Deemed Interest)

第六条 営業的金銭消費貸借に関し債権者の受ける元本以外の金銭のうち、金銭の貸付け及び弁済に用いるため債務者に交付されたカードの再発行の手数料その他の債務者の要請により債権者が行う事務の費用として政令で定めるものについては、第三条本文の規定は、適用しない。

Article 6 (1) The provisions of the main clause of Article 3 do not apply to, among any money other than the principal which the creditor receives with regard to a commercial loan, fees for the reissuance of a card delivered to the debtor to be used for receiving money or performing the obligation, or any other expenses specified by Cabinet Order as those for the administration carried out by the creditor upon the request of the debtor.

2 営業的金銭消費貸借においては、次に掲げる契約の締結及び債務の弁済の費用に限り、第三条ただし書の規定の適用があるものとする。

(2) In regard to a commercial loan, the provisions of the proviso to Article 3 are to apply only with regard to the following expenses for entering into the contract and for performing the obligation:

一 公租公課の支払に充てられるべきもの

(i) expenses to be allocated for paying taxes and other public charges;

二 強制執行の費用、担保権の実行としての競売の手続の費用その他公の機関が行う手続に関してその機関に支払うべきもの

(ii) expenses for compulsory execution, expenses for auction procedures for the exercise of a security right, or any other expenses to be paid to a public organization for a procedure carried out by the organization; and

三 債務者が金銭の受領又は弁済のために利用する現金自動支払機その他の機械の利用料（政令で定める額の範囲内のものに限る。）

(iii) usage fees (limited to those up to the amounts specified by Cabinet Order) for automated teller machines or any other machines which the debtor uses for receiving money or performing the obligation.

（賠償額の予定の特則）

(Special Provisions on Agreements for Liquidated Damages)

第七条 第四条第一項の規定にかかわらず、営業的金銭消費貸借上の債務の不履行による賠償額の予定は、その賠償額の元本に対する割合が年二割を超えるときは、その超過部分について、無効とする。

Article 7 (1) Notwithstanding the provisions of Article 4, paragraph (1), if the ratio of liquidated damages to the principal under an agreement for liquidated damages due to a failure to perform an obligation under a commercial loan, exceeds 20 percent per annum, the agreement is to be void in relation to the excess portion.

2 第四条第二項の規定は、前項の賠償額の予定について準用する。

(2) The provisions of Article 4, paragraph (2) apply mutatis mutandis to an agreement for liquidated damages as set forth in the preceding paragraph.

（保証料の制限等）

(Restriction on Guarantee Charges)

第八条 営業的金銭消費貸借上の債務を主たる債務とする保証（業として行うものに限る。以下同じ。）がされた場合における保証料（主たる債務者が支払うものに限る。以下同じ。）の契約は、その保証料が当該主たる債務の元本に係る法定上限額（第一条及び第五条の規定の例により計算した金額をいう。以下同じ。）から当該主たる債務について支払うべき利息の額を減じて得た金額を超えるときは、その超過部分について、無効とする。

Article 8 (1) Where, under a contract for guarantee charges (limited to those to be paid by the principal debtor; the same applies hereinafter) entered into a guarantee (limited to one that is provided on a regular basis; the same applies hereinafter) where the primary obligation is an obligation under a commercial loan, if the guarantee charges (limited to those to be paid by the principal debtor; the same applies hereinafter) exceed the amount calculated by

subtracting the amount of interest to be paid on the primary obligation from the maximum statutory amount (meaning the amount calculated based on the rules set forth in the provisions of Articles 1 and 5; the same applies hereinafter) in relation to the principal of said primary obligation, the contract is to be void in relation to the excess portion of the charges.

2 前項の規定にかかわらず、同項の主たる債務について支払うべき利息が利息の契約後変動し得る利率（以下「変動利率」という。）をもって定められている場合における保証料の契約は、その保証料が次の各号に掲げる場合に応じ当該各号に定める金額を超えるときは、その超過部分について、無効とする。

(2) Notwithstanding the provisions of the preceding paragraph, with regard to a contract for guarantee charges where the interest to be paid on the primary obligation set forth in that paragraph is specified as an interest rate that may fluctuate after entering into a contract on interest (hereinafter referred to as a "floating interest rate"), if the guarantee charges exceed the amounts specified in the following items in relation to the instances referenced in those items, the contract is to be void in relation to the portion in excess of the relevant amount:

一 保証契約の時に債権者と保証人の合意により債権者が主たる債務者から支払を受けることができる利息の利率の上限（以下「特約上限利率」という。）の定めをし、かつ、債権者又は保証人が主たる債務者に当該定めを通知した場合 法定上限額から特約上限利率により計算した利息の金額（以下「特約上限利息額」という。）を減じて得た金額

(i) where the maximum rate of interest for the interest which the creditor is entitled to receive from the principal debtor was decided by agreement between the creditor and the guarantor at the time the contract of guarantee was entered into (hereinafter be referred to as the "agreed-upon maximum interest rate"), and the creditor or the guarantor gave notice of the decision to the principal debtor: the amount calculated by subtracting, from the maximum statutory amount, the amount of interest calculated based on the agreed-upon maximum interest rate (hereinafter referred to as the "agreed-upon maximum amount of interest"); and

二 前号に掲げる場合以外の場合 法定上限額の二分の一の金額

(ii) any case other than that set forth in the preceding item: half the maximum statutory amount.

3 第一項の保証が根保証（一定の範囲に属する不特定の債務を主たる債務とする保証をいう。以下同じ。）である場合における前二項の法定上限額は、その保証料が主たる債務の元本に対する割合をもって定められている場合を除き、保証契約の時に現に存する主たる債務の元本に係る法定上限額とする。

(3) Where the guarantee set forth in paragraph (1) is a revolving guarantee (meaning a guarantee where the primary obligation is unspecified obligations that fall within a predetermined scope; the same applies hereinafter), the

maximum statutory amount set forth in the preceding two paragraphs is to be the maximum statutory amount pertaining to the principal of the primary obligation(s) that actually existed at the time the contract of guarantee was entered into, except where the guarantee charges are specified as a percentage of the principal of the primary obligation.

- 4 前三項の規定にかかわらず、第一項の保証が元本極度額（保証人が履行の責任を負うべき主たる債務の元本の上限の額をいう。以下同じ。）及び元本確定期日（根保証契約において主たる債務の元本の確定すべき期日（確定日に限る。）をいう。以下同じ。）の定めがある根保証であって、主たる債務者が個人（保証の業務に関して行政機関の監督を受ける者として政令で定める者が保証人である場合に限る。）又は法人であるときは、債権者が法令の規定により業として貸付けを行うことができない者である場合を除き、保証人は、次の各号に掲げる場合に依り当該各号に定める金額の範囲内で、保証料の支払を受けることができる。

- (4) Notwithstanding the provisions of the preceding three paragraphs, where the guarantee set forth in paragraph (1) is a revolving guarantee wherein the maximum amount of the principal (meaning the maximum amount of the principal in the primary obligation for whose performance the guarantor is liable; the same applies hereinafter) and the principal determination date (meaning the date (limited to a fixed date) on which the principal of the primary obligation is to be determined under the contract for the revolving guarantee; the same applies hereinafter) have been specified, and when the principal debtor is an individual (limited to where the guarantor is any of the persons specified by Cabinet Order as those to be supervised by administrative organs with regard to their guarantee services) or a juridical person, the guarantor may be entitled to receive guarantee charges up to the amounts specified in the following items for the cases listed respectively in those items, except where the creditor is a person who is prohibited by provisions of laws or regulations from providing loans on a regular basis:

- 一 第二項第一号に掲げる場合 元本極度額を主たる債務の元本の額、元本確定期日を弁済期とみなして計算した法定上限額から元本極度額を主たる債務の元本の額、元本確定期日を弁済期とみなして計算した特約上限利息額を減じて得た金額

- (i) the instance set forth in paragraph (2), item (i): the amount calculated by subtracting the agreed-upon maximum amount of interest, calculated by deeming the maximum amount of principal to be the amount of principal of the primary obligation and the principal determination date to be the due date, from the maximum statutory amount calculated by deeming the maximum amount of principal to be the amount of principal of the primary obligation and the principal determination date to be the due date; and

- 二 前号に掲げる場合以外の場合 同号の法定上限額の二分の一の金額

- (ii) any instance other than that set forth in the preceding item: half the maximum statutory amount as set forth in that item.

5 前項の規定は、保証人が保証契約の時に債権者に対して同項の規定の適用を受けない旨の意思を表示し、かつ、その旨を主たる債務者に通知した場合には、適用しない。

(5) The provisions of the preceding paragraph do not apply to instances where the guarantor, at the time the contract of guarantee was entered into, manifested to the creditor their intention not to be subject to the provisions of said paragraph, and where the guarantor has also given notice to the principal debtor to that effect.

6 第一項の保証がその主たる債務について他に同項の保証があるときに行うものである場合における保証料の契約は、その保証料が同項から第四項までの規定により支払を受けることができる保証料の上限額から当該他にある保証に係る保証料の額を減じて得た金額を超えるときは、その超過部分について、無効とする。

(6) With regard to a contract for guarantee charges under a guarantee set forth in paragraph (1) that is being provided on a primary obligation that is covered by another guarantee as set forth in that paragraph, if the guarantee charges exceed the amount calculated by subtracting the amount of the guarantee charges for that other guarantee from the maximum amount of guarantee charges which the guarantor is entitled to receive pursuant to the provisions of that paragraph through paragraph (4), the contract is to be void in relation to the portion of charges in excess.

7 第一項から第四項まで及び前項の規定の適用については、保証契約に関し保証人が主たる債務者から受ける保証料以外の金銭は、次に掲げるものを除き、礼金、手数料、調査料その他いかなる名義をもってするかを問わず、保証料とみなす。

(7) For purposes of the application of the provisions of paragraphs (1) through (4) and the preceding paragraph, any monies other than guarantee charges, whether they are called a reward, commission charge, inspection fee, or any other name, which the guarantor receives from the principal debtor with regard to the contract of guarantee, are deemed to be a guarantee charge, excluding the following:

一 契約の締結又は債務の弁済の費用であつて、次に掲げるもの

(i) expenses for entering into the contract or for the performance of obligations which fall under any of the following categories:

イ 公租公課の支払に充てられるべきもの

(a) expenses to be allocated for paying taxes and other public charges;

ロ 強制執行の費用、担保権の実行としての競売の手続の費用その他公の機関が行う手続に関してその機関に支払うべきもの

(b) expenses for compulsory execution, expenses for auction procedures for the exercise of a security right, or any other expenses to be paid to a public organization for a procedure carried out by said organization; and

ハ 主たる債務者が弁済のために利用する現金自動支払機その他の機械の利用料（政令で定める額の範囲内のものに限る。）

(c) usage fees (limited to those up to the amounts specified by Cabinet Order)

for automated teller machines or any other machines which the principal debtor uses for the performance of obligations;

二 弁済に用いるため主たる債務者に交付されたカードの再発行の手数料その他の主たる債務者の要請により保証人が行う事務の費用として政令で定めるもの

(ii) the fee for the reissuance of the card delivered to the principal debtor to be used for performing the obligation, or any other expenses specified by Cabinet Order as those for the affairs conducted by the guarantor at the request of the principal debtor.

8 営業的金銭消費貸借の債権者が保証契約を締結しようとする場合において、第五条の規定の適用があるとき（これにより第一条において適用される利率が異なるときに限る。）、利息の天引きをするとき又は主たる債務について既に他の保証契約があるときは、あらかじめ、保証人となるべき者に対し、その旨の通知をしなければならない。この場合において、当該債権者が当該通知を怠ったときは、これによって保証人に生じた損害を賠償する責任を負う。

(8) Where the creditor of a commercial loan wishes to enter into a contract of guarantee, and when the provisions of Article 5 apply (limited to where this causes a different interest rate to apply under Article 1), or when interest is to be deducted in advance, or when another contract of guarantee already exists for the primary obligation, the creditor must give notice to the person who is to be the guarantor to that effect in advance. In this case, if the creditor fails to give the relevant notice, the creditor is liable to compensate for any damages incurred by the guarantor as a result of such failure.

(保証がある場合における利息の制限の特則)

(Special Provisions on Restrictions on Interest Where a Guarantee Exists)

第九条 前条第一項の保証料の契約後に債権者と主たる債務者の合意により利息を増加した場合における利息の契約は、第一条の規定にかかわらず、増加後の利息が法定上限額から保証料の額を減じて得た金額を超えるときは、その超過部分について、無効とする。

Article 9 (1) With regard to a contract on interest, where interest is increased by agreement between the creditor and the principal debtor after entering into a contract on guarantee charges as set forth in paragraph (1) of the preceding Article, notwithstanding the provisions of Article 1, if the interest as increased exceeds the amount calculated by subtracting the amount of guarantee charges from the maximum statutory amount, the contract is to be void in relation to the excess portion of interest.

2 前条第一項の主たる債務について支払うべき利息が変動利率をもって定められている場合における利息の契約は、第一条及び前項の規定にかかわらず、その利息が次の各号に掲げる場合に応じ当該各号に定める金額を超えるときは、その超過部分について、無効とする。

(2) With regard to a contract on interest, where the interest to be paid on a

primary obligation as set forth in paragraph (1) of the preceding Article is specified as having a floating interest rate, notwithstanding the provisions of Article 1 and the preceding paragraph, if the interest exceeds the amounts specified in the following items for the cases listed respectively in those items, the contract is to be void in relation to the excess portion of interest:

一 前条第二項第一号に掲げる場合 特約上限利息額

(i) the case set forth in paragraph (2), item (i) of the preceding Article: the agreed-upon maximum amount of interest; or

二 前号に掲げる場合以外の場合 法定上限額の二分の一の金額

(ii) any case other than that set forth in the preceding item: half the maximum statutory amount.

3 前条第四項の規定の適用がある場合における主たる債務に係る利息の契約は、第一条及び前二項の規定にかかわらず、その利息が次の各号に掲げる場合に依り当該各号に定める金額を超えるときは、その超過部分について、無効とする。

(3) With regard to a contract on interest on the primary obligation, where the provisions of paragraph (4) of the preceding Article apply, notwithstanding the provisions of Article 1 and the preceding two paragraphs, if the interest exceeds the amounts specified in the following items for the cases listed respectively in those items, the contract is to be void in relation to the excess portion of interest:

一 前条第二項第一号に掲げる場合 特約上限利息額

(i) the case set forth in paragraph (2), item (i) of the preceding Article: the agreed-upon maximum amount of interest; or

二 前号に掲げる場合以外の場合 法定上限額の二分の一の金額

(ii) any case other than that set forth in the preceding item: half the maximum statutory amount.