



## LEGAL PROTECTION FOR MEMBERS AT THE CIPTA DANA SAVINGS AND LOAN COOPERATIVE, PERUMNAS BRANCH, CIREBON CITY

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### Abstract

**Background.** A savings and loan cooperative is a legal entity that collects funds from its members in the form of savings and distributes them to members as loans or in other forms to improve their standard of living. As a financial intermediary, the cooperative has a legal relationship with its members based on principles of law and trust. This interpersonal relationship requires formal terms, which are outlined in a loan agreement.

**Objectives.** This study aims to identify: 1) The process of the loan agreement at the Cipta Dana Savings and Loan Cooperative, Perumnas Branch, Cirebon City, and 2) The legal protection provided to members of the cooperative.

**Conclusion.** The loan agreement process at the Cipta Dana Savings and a Loan Cooperative (Perumnas Cirebon Branch) requires that a loan is disbursed only after a written agreement is executed. This written consensus, known as the cooperative loan agreement, fulfills the condition of mutual consent between the debtor and creditor. This is a primary requirement for the validity of an agreement under Article 1320 of the Indonesian Civil Code, alongside its other stipulated conditions.

**Implications.** Theoretically, this research is expected to contribute to academic knowledge, specifically to the development of legal science in general and cooperative law in particular. Practically, this study provides insights into the legal protection for cooperative members. Using an **empirical juridical** method, it examines the application of the principle of freedom of contract and analyzes relevant laws to describe and reveal the legal realities on the ground.

**Keywords:** Savings and Loan Cooperative, Agreement, Legal Protection



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### INTRODUCTION

A savings and loan cooperative is a legal entity that collects funds from its members in the form of savings and distributes them to members as loans or in other forms to improve their standard of living. To achieve this objective, development efforts must

consider harmony and balance across various sectors, including finance and the economy. The cooperative sector holds a strategic position as a financial intermediary that supports economic activity. In this function, the relationship between the cooperative's management and its members is based on two interconnected elements: law and trust. A cooperative can only operate and grow if its members trust it enough to place their money in its savings and loan products. The operation of a cooperative requires a set of regulations that define the boundaries for all parties involved in its transactions.

Cooperative transactions constitute the legal relationship between the cooperative's management and its members, in which both parties are mutually dependent. These transactions include funding (savings), lending, and other business activities. In its lending function, the cooperative acts as a provider of funds for its members, offering various products such as investment loans, working capital loans, and small business loans tailored to member needs. The relationship between members and the cooperative's management is interpersonal and fundamentally built on trust. To establish this trust, an exchange of information is necessary. The cooperative requests information from the member through loan application requirements, while the member, in turn, should seek information about the facilities offered and the cooperative's overall standing. This mutual exchange of information leads to a consensus, which builds trust and ultimately results in the provision of a loan. The terms and conditions for this lending process are formalized in a loan agreement.

The loan agreement is formed upon the mutual expression of will between the parties, fulfilling a key condition for a valid contract as stipulated in Article 1320(1) of the Indonesian Civil Code: the consent of those who bind themselves. The loan agreements used by the cooperative are standard form contracts. The clauses within these contracts are formulated in advance by the cooperative's management and ratified during the Annual Members' Meeting, which is attended by the entire membership. Members who are not present at this meeting are deemed to have consented to the decisions made. The clauses contained within the loan agreement are intended to serve as a protective measure for members by managing the risks associated with lending.

Based on the background described above, this paper will identify and address the following research problems:

1. What is the process of the loan agreement at the Cipta Dana Savings and Loan

Cooperative, Perumnas Cirebon City branch?

2. What is the legal protection afforded to members of the Cipta Dana Savings and Loan Cooperative at the Perumnas Cirebon City branch?

## **METHOD**

### **Object of Research**

The object of this research is the implementation of the principle of consensus within loan agreements. The study is therefore grounded in legal theories, particularly the theory of contract law.

### **Research Approach**

The author employs an empirical juridical approach. This method involves the analysis of relevant laws and regulations in order to describe and reveal the practical realities of the legal aspects involved.

### **Research Specification**

The research is descriptive analytical in nature. This involves describing social facts as observed in reality, which are then analyzed based on established theories of legal science.

## **LITERATURE REVIEW**

The legal basis for cooperatives is Law No. 25 of 1992, which establishes that a loan agreement creates a contractual relationship. The clauses within these agreements, including those for debt repayment, tend to favor the protection of the members as the owners of the cooperative. The loan agreements signed between the cooperative's management and its members are standard form contracts that adhere to the principle of freedom of contract, a highly regarded principle in contract law. According to Satjipto Rahardjo, legal protection is an effort to safeguard a person's interests by allocating to them a human right or the power to act in furtherance of those interests.

The principle of freedom of contract can only achieve its objective if the parties have equal bargaining positions. In a cooperative, which operates on the principles of consensus and togetherness, the positions of the parties are theoretically balanced. In reality, however, not all members act in good faith. For this reason, cooperatives have a supervisory structure to monitor the performance of the management and the discipline

of members in exercising their rights and obligations.

A cooperative has two primary functions: collecting funds from members and disbursing them back to members in the form of loans. These loans can be in the form of money or goods needed by the members, reflecting the cooperative's motto: "from, by, and for the members." This creates two distinct legal relationships between the cooperative and its members:

1. The legal relationship between the cooperative and a saving member.
2. The legal relationship between the cooperative and a borrowing member/debtor (the cooperative loan agreement).

Based on the principle of freedom of contract, both parties in a loan agreement, the cooperative and the debtor member, possess several freedoms. These include the freedom to make or not make an agreement, to choose the party with whom to contract, to determine the object of the agreement, to decide the form of the agreement, and to accept or deviate from non-mandatory statutory provisions.

However, in the application of freedom of contract, each party may attempt to establish dominance over the other, positioning them as adversaries rather than partners in the agreement.

In practice, the bargaining positions of the cooperative and the debtor member are rarely equal. Either party may be stronger or weaker depending on their negotiating power. In this context, the stronger party can dictate the inclusion or exclusion of certain clauses. Within a cooperative, these clauses are deliberated and decided upon at the Annual Members' Meeting, which serves as the Supreme Authority in the cooperative.

Cooperative law also incorporates the principle from Article 1338(1) of the Indonesian Civil Code (*pacta sunt servanda*), which states that all agreements lawfully made shall serve as law for those who made them. Such agreements cannot be revoked except by mutual consent or for reasons deemed sufficient by law, and they must be executed in good faith.

## **DISCUSSION**

### **The Loan Agreement Process at the Cipta Dana Savings and Loan Cooperative, Perumnas Cirebon Branch**

At the Cipta Dana Cooperative (Perumnas Cirebon Branch), a loan is disbursed

only after a written agreement has been executed. This document is known as the cooperative loan agreement. The mutual consent (*kesepakatan kehendak*) between the debtor and the creditor is a primary condition for the validity of this agreement, in addition to the other requirements stipulated in Article 1320 of the Indonesian Civil Code. Therefore, the foundational relationship between the loan agreement and the principle of consensus is that mutual consent is a prerequisite for a valid and legally binding contract.

This written agreement, commonly referred to as a "loan opening agreement," is typically prepared by the creditor (the cooperative) in a standard form contract. The loan agreement serves as the primary document, supplemented by several other key documents:

1. Preliminary Documents
2. Collateral Documents
3. Legality Documents
4. Instrumental Documents

### **Preliminary Documents**

These are administrative documents prepared before the main cooperative loan agreement is signed. At the Cipta Dana Cooperative, the preliminary document procedure for members includes:

- An individual loan application form.
- An application form for applicants with a fixed income.
- An application form for applicants with a non-fixed income.
- A statement of income for applicants with a non-fixed income.

Additional preliminary documents required from the debtor vary by profession:

- For Civil Servants (PNS):
  - Copy of property certificate and Building Permit (IMB).
  - Copy of the most recent Land and Building Tax (PBB) payment.
  - Passport-sized photos of the applicant and spouse.
  - Copy of the Family Card (KK).
  - Copy of the marriage or divorce certificate.
  - Copy of the latest official Letter of Decree (SK).
  - Most recent salary slip.
  - Copy of the applicant's and spouse's ID cards (KTP).
- For Permanent Employees:

- Letter of income verification.
- Copy of the latest Letter of Decree (SK).
- For Entrepreneurs (Wiraswasta):
  - Business legality documents.
  - Copy of Taxpayer Identification Number (NPWP).

### **Collateral Documents**

These documents are juridically considered accessory agreements. This means their existence is dependent on the primary agreement (the loan contract). If the primary loan agreement is void or legally invalid for any reason, the collateral agreement also loses its legal force.

### **Legality Documents**

These are non-notarial documents intended to safeguard and ensure the validity of the credit agreement and its subsequent implementation. A key example is a letter of spousal consent for any actions involving marital property. To secure the loan, the cooperative requires that the house and land used as collateral are owned by one of the following:

- The applicant.
- The applicant's spouse (as evidenced by a marriage certificate).
- The applicant's child.

### **Instrumental Documents**

These are documents that serve as instruments for the execution of the loan agreement, typically related to the disbursement of funds by the creditor or the repayment by the debtor. At the Cipta Dana Cooperative, these include:

- A pure acknowledgment of debt (*pengakuan hutang murni*).
- A letter of acceptance (*surat aksep*).

The requirement for these documents varies based on practical needs. Notably, for loans under ten million rupiah, typically intended for small entrepreneurs such as market traders, the cooperative does not require accessory collateral.

### **Legal Protection for Members in the Loan Agreement at the Cipta Dana Cooperative**

Legal protection within the cooperative's credit transactions is essential to safeguard the interests of all parties and maintain order. This protection is fundamentally an act of law enforcement. The effectiveness of law enforcement depends on several

factors: the law itself, the enforcers (the parties who form and apply the law), and the community to whom the law applies (the members).

Referencing the theory of Satjipto Rahardjo, legal protection involves safeguarding a person's interests by allocating to them a human right and the power to act in furtherance of those interests. For borrowing members, legal protection within the loan agreement is crucial for creating a sense of security. Likewise, for saving members, the existence of a formal loan agreement protects their interests in the event that a borrower defaults (*wanprestasi*). This legal framework fosters the trust that is foundational to the cooperative's operations.

The Cipta Dana Cooperative uses standard form contracts to make the lending process easier, faster, and more efficient, and to provide security for saving members without sacrificing legal certainty. However, a standard form contract can also be seen as a contract of adhesion (*perjanjian paksa*). The author agrees with this characterization, as it compels the debtor to consistently make repayments to avoid default and to maintain the value of their collateral.

Despite this "coercive" nature, the legality of the standard form contract is not in doubt, as it is a formal document affixed with a duty stamp, making it a valid instrument of proof. Under the doctrine of assumption of risk, the contract is considered valid and binding on both parties. A common issue with standard form contracts is the presence of burdensome clauses, particularly for members who did not attend the Annual Members' Meeting where the terms were ratified. These members are then presented with a "take-it-or-leave-it" agreement.

An agreement is a legal act based on consent, which in turn creates legal consequences, namely, the rights and obligations that bind both parties (the member and the cooperative management). In this case, the clauses of the standard form contract are pre-approved at the Annual Meeting, and a prospective debtor must either accept them in their entirety or be denied the loan.

Based on the author's research at the Cipta Dana Cooperative, it is concluded that, from a juridical and material standpoint, the agreement process fulfills the element of consensus, and the legal protection for the members has been adequately fulfilled.

## **CONCLUSION**

1. The loan agreement process at the Cipta Dana Savings and Loan Cooperative (Perumnas Cirebon Branch) is initiated only after a written agreement is executed. This agreement requires mutual consent between the debtor and the creditor, fulfilling a primary condition for a valid contract as stipulated in Article 1320 of the Indonesian Civil Code, alongside its other requirements. This agreement is typically prepared by the creditor (the cooperative) in a standard form contract.
2. Legal protection for members in the loan agreement is fundamentally embedded within the clauses of the contract itself. These clauses explicitly detail the rights and obligations of each party, designed to create and maintain a peaceful and orderly contractual relationship while ensuring the objectives of the loan are met. This formal protection is essential for borrowing members, providing them with a sense of security and assurance that their rights are safeguarded. Ultimately, this legal foundation fosters trust among the cooperative's members.

## RECOMMENDATIONS

1. It is recommended that the Cipta Dana Savings and Loan Cooperative (Perumnas Cirebon Branch) ensure that every member fully understands and consents to the loan agreement, including all legal consequences that may arise, to facilitate the smooth fulfillment of the rights and obligations of both parties.
2. Furthermore, regarding the protection of its members, it is recommended that the cooperative proactively inform each member during the transaction process that they are receiving legal protection and that their interests are safeguarded by the law.

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