



Legal Protection of Creditors in Credit Agreements at Swastisari Kupang Credit Union

**Stefanus Don Rade¹, Mericiana Yulita Fin Tae², Firgilius Kandro Mego Asman³,
Kalistus G. Wayong Huler⁴**

Widya Mandira Kupang Catholic University, Indonesia | stefanusdonrade@unwira.ac.id¹

Widya Mandira Kupang Catholic University, Indonesia | ritz157cm@gmail.com²

Widya Mandira Kupang Catholic University, Indonesia | androasman@gmail.com³

Widya Mandira Kupang Catholic University, Indonesia | kalishuler@gmail.com⁴

Received: 02-05-2023

Reviewed: 10-05-2023

Accepted: 28-05-2023

Abstract

Credit Unions have an important role in improving the economy of the Indonesian people through joint efforts based on family principles, so cooperatives need to develop themselves further and be built to be strong and independent based on cooperative principles. In running its business, the suitable implements credit, a form of effort to process the capital owned from deposits and member donations, to achieve optimal results. A credit agreement is needed to avoid bad credit in the future as evidence of a contract between the creditor and the debtor. This is a reference to legal protection for the debtor. This research was conducted through the empirical juridical method using primary data sources, namely data obtained directly in the field. In terms of providing credit and collateral, there is often negligence by the debtor to the creditor. Hence, the creditor, in this case, the Swastisari Kupang Credit Cooperative, has a very interesting strategy as a reference for recovery, namely by checking loan files, surveys, credit analysis by applying the 5C principle, billing control by checking data periodically to find out the condition or condition of the borrowing member. In addition, the cooperative makes rescheduling, restructuring, and reconditioning to achieve mutual welfare based on the principle of kinship.

Keywords: Agreement, Credit, Legal protection, Cooperative

Introduction

Cooperatives are part of the economic system. That means that in its activities, the cooperative achieves a prosperous financial life, both for the people who are members of the association itself and for the surrounding community. Cooperatives, as an association for the common welfare, conduct business and activities in the field of meeting the common needs of its members (Panji, 2007), so this cooperation emphasizes its relationship with the description of Article 33 of the 1945 Constitution which highlights economic activities that are structured as a joint effort based on the principle of kinship. Recently, savings and loan cooperatives in Indonesia have played an important role in the Indonesian economy. There are many savings and loan cooperatives throughout the Indonesian archipelago. The cooperative strives for the welfare of members, and it can be said that the business has been very successful (Brahmana, 2019).

One of them is the Swasti Sari Credit Cooperative of Kupang City which was established on February 1, 1988, by the initiative of Sr. Carolie Hartati, CB, Chairperson of the Swastisari Foundation of the Kupang Diocese, intending to improve the economy of the families of teachers who at that time their salaries were not enough to finance the household so they were forced in the middle of the month always to borrow money from the Foundation and return it without interest and also free the teachers and employees of the Foundation from loan sharks (Putra, 2009).

So to accommodate the middle to lower economic community who expect a financial institution that understands and can provide a safe, easy, and convenient medium for placing funds. From the point of view of Kopdit, credit has a strategic position as one of the sources of money needed to finance business activities. So that the basis for recognition refers to Law Number 25 of 1992 concerning Cooperatives with the content of cooperatives as a people's economic movement and as a business entity participating in realizing an advanced, just, and prosperous society based on Pancasila and the 1945 Constitution in a national financial system structured as a joint business based on family principles and economic democracy (Suhardi, 2021).

As one of the fields that provide capital, Cooperatives are needed in today's economic development. The provision of money supports the course of economic activity. With the Foundation of thought and enthusiasm that grew from the teachers and employees of the Foundation, the Chairman of the Foundation, through his secretary named, Pius Purab, invited 9 (nine) Principals in Kupang City and held the first meeting on January 11, 1988, with a single agenda, namely "Plan to Open a Cooperative of Teachers and Foundation Employees." The teachers and employees of the Foundation agreed to open a cooperative named "Swasti Sari Kupang Credit Cooperative." Swastisari is interpreted in two syllables, namely, Swasti: Education, Sari: Main, so Swasti Sari means prioritizing education, both education of members, administrators, supervisors, and employees. Over time this cooperative continues to grow and has reached 167,038 members, 30 branch offices, six sub-branch offices, and 80 total cash spread throughout the East Nusa Tenggara region, which is engaged in the management of member deposits in the form of share deposits, daily interest deposits, education deposits,

holiday deposits, future deposits, deposit deposits, member capacity deposits and voluntary term deposits (deposits).

Litertur Review

The success of lending is inseparable from the lending procedures carried out to manage lending to members and the general public. Credit granting procedures guarantee the lender's right to provide loans to borrowers so that the borrower can return under the agreement; in other words, the credit-giving method requires the borrower to repay the loan under the contract with the lender along with the specified interest. In this case, the cooperative management carries out credit-granting procedures so that its members are responsible for utilizing credit to channel it back to other members in need. The cooperative must conduct the granting process properly (Nugroho, 2016). Lending needs to be accompanied by an agreement between the two parties as a guarantee if there are problems in the future. The adrenalin credit becomes a law binding the creditor and the Cooperative, often referred to as the principle of *pacta sunt servanda*. It cannot be denied that negligence usually results in losses to creditors, so the law has an important role in protecting creditors in credit agreements. This is the reference for researchers to take the title related to "Legal Protection Against Creditors in Credit Agreements at Swasti Sari Kupang Credit Union".

Research Method

This research was conducted through empirical juridical method using primary data sources, namely data obtained directly in the field. Data sources are needed to get data or information related to the focus of the research. In this study, the data used are primary data and secondary data. Primary data is that obtained from people involved or who are research subjects of the object under investigation, namely administrators, employees, cooperative members as many as 2 people. Data on information obtained directly from samples through interviews and observations in the field and secondary data is data obtained from existing data, such as monographic data, documents, reports, and literature studies on books relevant to the problem under study.

Results and Discussion

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1. Principles of Lending at Swastisari Credit Union

Loan categories in the savings and loan flow at Swastisari Credit Union include:

No	Type of Loan	No Type of Loan Purpose and Objective
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1.	Special Loan	<p>Special loans are loans intended for the purchase of goods such as cars, motorcycles, land, and others with categories:</p> <ol style="list-style-type: none">Loans that are 3-5 times the total share depositsLoan ceiling up to Rp. 300,000,000Decreasing interest rate of 1.8%Maximum loan period of 10 years (120 months)Borrower's age is at least 17 years old and a maximum 60 years old
2.	Public Loan	<p>General loans are loans intended for educational and consumptive welfare with categories:</p> <ol style="list-style-type: none">Loans with a maximum amount of 2 times the total share savingsLoan ceiling up to Rp. 300,000,000Loan interest rate of 1.6% decreasesMaximum loan period of 10 years (120 months)Borrower's age is at least 17 years old and a maximum 60 years old
.	Flat General Loan	<p>With categories:</p> <ol style="list-style-type: none">Loans with a maximum amount of 2 times the total share depositsLoan ceiling up to Rp. 300,000,000Fixed interest rate of 0.96%Maximum loan term of 10 years (120 months)Minimum borrower age is 17 years old and maximum 60 years oldBefore the contract is completed, repayment is subject to a penalty of 2 months of loan interest and the current month's interest.

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5.	Share Loan Equivalent	<p>With categories:</p> <ol style="list-style-type: none">1. Loans that are equal to or below the amount of share deposits2. Loan ceiling up to Rp. 300,000,0003. Fixed interest rate of 0.5%4. Maximum loan period of 10 years (120 months)5. Borrower's age is at least 17 years old and maximum 60 years old6. Repayment before the contract is completed is subject to a penalty of 2 months of loan interest and the current month's interest.
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* Source: Swastisari Kupang Credit Union

Swastisari Credit Union applies several policies in terms of providing loans to creditors with the 5C principle, namely:

No	Principle	Purpose and Objectives	Basis for Consideration
1	Character	Knowing the extent to which, the level of honesty, integrity and goodwill or willingness to fulfill its obligations.	Length of time as a member of Swastisari Credit Union, attending education or training, members have a credit record, members have a business reputation, members have complete loan administration such as KTP, KK, electricity and telephone bills, the condition of the member's residence, members are community leaders.

2	Capacity	An assessment of prospective debtors regarding the ability to pay off their obligations from the business activities they carry out which will be financed with credit from the cooperative.	The length of the creditor's business, the ability to generate profits from their own business, have a healthy checking account for the company, business payments are made by third parties or directly to consumers and cash flow is available for future loan payments.
3	Capital	Several funds or own capital owned by prospective debtors.	Members consistently save at CU regularly, some assets can be used as collateral, and the value of deposits is predicted to increase.
4	Collateral	Collateral items are submitted by borrowers/debtors as collateral for the credit they receive.	Collateral is cashable/classified as current assets, collateral value is more than the loan value, relatives are aware of the collateral and loan submitted and members are willing to have their salaries debited for the duration of the loan.
5	Condition	Friendly, environmentally friendly and legal business environment, environmental conditions greatly affect the project.	The business has a legal entity or business license and is widely accepted by the market.

* Source: Swastisari Kupang Credit Union

In addition to the regulation of loan categories and loan principles, Swastisari Credit Union has a credit system that is carried out in several flows, of course with an agreement:

a) Loan files

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Conducted by receiving files by the officer/credit admin, checking the completeness of the loan administration, initial interview and arranging a survey schedule.

b) Field survey

By checking the data must be accurate and relevant according to the real conditions in the field and the officer must provide complete survey report data.

c) Credit analysis

Applying the 5c principles appropriately and correctly, granting loans in stages based on the member's ability not based on multiples of shares, and properly reviewing the use of collateral.

d) Collection control

Periodic data checks to determine the condition or condition of borrower members and regular visits to members so that they do not forget to repay loans.

e) Handling defaulted loans

By arranging rescheduling, re-requirements and rearrangement.

This credit system must be followed up seriously by the creditor and the cooperative or savings and loan institution. This is done to avoid defaults. However, there is often negligence, so the cooperative takes a policy of rescheduling, re-requirements and rearrangement.

2. Legal Protection of Creditors in Credit Agreements

The legal protection of creditors is generally regulated in the Civil Code Articles 1131 and 1132 and Law No.42 of 1999 concerning Fiduciary Guarantees. Article 1131 of the Civil Code states that all existing and future property shall be liable for all personal obligations. The above article can be interpreted that since a person binds himself to an agreement, all assets, existing and new ones that will live in the future, become dependents for all his obligations (Rizky, 2016).

Article 1132 of the Civil Code the property becomes collateral together for all those who owe him, the income from the sale of the objects is divided according to the balance, namely according to the size of their respective receivables, unless among the debtors there are legitimate reasons in advance explaining that the debtor's property is collateral for his creditors. The sale proceeds are divided according to each balance unless there is a right to precedence.

Law No. 42 of 1999 in this case explains the legal protection for interested parties in credit agreements with fiduciary guarantees, in other words, the Law specifically regulates fiduciary securities, Articles 11, 14, and 15 of Law No. 42 of 1999 which states that objects encumbered with fiduciary contracts must be registered and then a fiduciary guarantee certificate is made which includes "For the Sake of Justice and God Almighty" the fiduciary

guarantee certificate has the same executorial power as a court decision that has obtained permanent legal force. The creditor has the right to carry out the executorial title as stated in the fiduciary guarantee certificate, if the debtor defaults (Lestari, 2022).

Through the interview process and secondary data, it can be seen that the financial services provided are in line with the needs of members and are delivered professionally by educated staff who are highly committed to the advancement of the community. Kopdit Swastisari continues to innovate in various fields of activity based on the principles of prudent management and healthy Kopdit governance to become Organizational Excellence.

A good management function becomes the realm of developing a trustworthy cooperative and this can lead to the conception of credit based on a stable management system. This is considered good because it not only provides welfare opportunities for the cooperative itself but also provides opportunities for members to become more productive through credit opportunities. This is because cooperatives have a dual role such as (Setiawati, 2020).

1. Cooperatives as economic institutions that seek to meet the needs and interests of the community groups that are their members.
2. Cooperatives as a means of education to contribute to changing the value system in society to a togetherness.
3. Cooperatives as a means of democratizing society to overcome existing problems for the benefit of the community and members, social justice and equity.
4. Cooperatives as a countervailing power as a counterweight to non-cooperative business entities.

3. Analysis of Legal Protection against Creditors in Credit Agreements

Lending is inseparable from the lending procedures to manage lending to members and the general public. Credit granting procedures guarantee the lender's right to provide borrowers loans so borrowers can return following the agreement. In other words, credit granting systems require borrowers to repay their loans following the contract with the lender and the specified interest. In this case, the cooperative management carries out credit granting procedures so that its members are responsible for utilizing credit that can be channeled back to other members in need so that the cooperative must properly carry out the granting functions.

The credit mechanism needs to be accompanied by an agreement between the two parties as a guarantee if there are problems in the future. The deal in the credit becomes a law that binds the creditor and the Cooperative, often referred to as the principle of *pacta sunt servanda*. In practice, negligence usually occurs, so the law is important in protecting creditors in credit agreements.

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of the Civil Code states that all existing and future property shall be liable for all personal obligations. The above article can be interpreted that since a person binds himself to an agreement, all assets, existing and new ones that will live in the future, become dependents for all his obligations.

Conclusion

In its application, the provision of credit is accompanied by an agreement between the two parties as a guarantee if there are problems in the future. The credit agreement becomes a law binding the creditor and the Cooperative. It cannot be denied that in practice negligence often occurs. Hence, the law has an important role in protecting creditors in credit agreements by orienting them to the credit agreement that has been mutually agreed upon.

So the creditor, in this case the Swastisari Kupang Credit Union, has a very interesting strategy as a reference for recovery, namely by checking loan files, surveys, credit analysis by applying the 5C principle, billing control by checking data periodically to find out the condition or condition of the borrowing member. In addition, the cooperative makes rescheduling, restructuring and reconditioning to achieve mutual welfare based on the principle of kinship. This concept is contained in a credit agreement made jointly at the stage before conducting a credit transaction, which becomes a reference later in the event of default. This agreement is the reference for legal protection for the parties.

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