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Juridic Review Concerning Implementation of Cooperative Save-Loan Credit Agreements Based on The Book of Civil Law

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Abstract: This study aims to determine the implementation of savings and loan credit agreements in cooperatives based on the law that applies holistically in Indonesia and to find out the obstacles in the process of credit agreements for savings and loans at the Mallomo Jaya Abadi Cooperative. This study uses empirical legal research methods, namely legal research that focuses on researching the legal reality in society by utilizing cooperatives in Makassar City as a research area. The results of this study indicate that the implementation of the agreement between the parties is straightforward. Cooperative members simply submit guarantees that are in accordance with the goods that have been determined by the Savings and Loans Cooperative (KSP) and are in accordance with legal norms, but there are still inhibiting factors in the process of credit agreements for savings and loans in cooperatives in the research area, namely due to professional factors and defaults in the Cooperative. Other financial institutions. As a finding of this study that was technically resolving disputes if members of the Cooperative are in default, the Management of the Mallomo Jaya Abadi Cooperative will go to the members of the cooperative and ask the problem why members of the cooperative cannot pay their loans into a family pattern that is carried out to realize the collaborative concept. This research recommends that the Mallomo Jaya Abadi Cooperative, in determining the value of the guarantee, is more careful to take into account that if the members of the Cooperative make payments in arrears for a long time, the value of the contract can still cover the principal debt and costs for the delay and it is hoped that the Cooperative should be more assertive in carrying out the contents of the agreement and take action against Cooperative members who violate the arrangement according to the law, namely gradually giving warnings in accordance with the contract, both verbal alerts and written warnings based on the principle of kinship initiated by the Cooperative.

Keywords: Agreement, Credit, Cooperative, Savings, Loan.

1. INTRODUCTION

Article 33 paragraph (1) of the 1945 Constitution of the Republic of Indonesia affirms that the economy is structured as a joint effort based on the principle of kinship. These provisions are in accordance with the principles of cooperatives; therefore, cooperatives have a mission to play a fundamental role in developing an economy based on the principles of kinship and economic democracy that prioritizes the prosperity of the community, not the prosperity of individuals. (Sartono, 2010) In an effort to realize its mission, Cooperatives are constantly trying to develop and empower themselves to grow to be strong and independent so as to improve the welfare of members in particular and society in general. (Budyono et al., 2017) In addition, cooperatives try to play a fundamental role in developing and empowering a national economic system based on the principles of kinship and economic democracy in order to create an advanced, just and prosperous society. (Hermanto, 2018) (Pulungan, 2019)

To achieve this, all cooperative activities must be carried out based on the values contained in the 1945 Constitution of the Republic of Indonesia and the values and principles of cooperatives. The elucidation of Article 33 is intended to complement the principles of togetherness, efficiency with

justice, sustainability, environmental insight, independence, and maintaining a balance of progress and national economic unity. (Prawitra Thalib et al., 2020)

In accordance with the foregoing, the Indonesian nation has carried out development to realize the national goal, namely, to create a just and prosperous society materially and spiritually based on Pancasila and the 1945 Constitution. It is crucial in the effort to realize economic democracy in Indonesia. (Hatta et al., 2019) This is seen as very important so that all national financial resources are used as well as possible in accordance with the understanding of economic democracy to bring optimal benefits to all citizens and residents of Indonesia, and one of the targets of this is cooperatives.

Based on Law Number 25 of 1992 concerning Cooperatives, article 3 reads, "Cooperatives aim to promote the welfare of members and society in general and participate in building the national economic order in order to create an advanced, just and prosperous society based on Pancasila and the 1945 Constitution. ". The principles of cooperatives are that membership is voluntary and open, Management is carried out democratically, distribution of the remaining business results is carried out somewhat in proportion to the number of business services of each member (the member's share in the Cooperative), providing limited remuneration for capital, independence, education cooperatives, and cooperation between cooperatives. (Pachta et al., 2012)

The Civil Code, as referred to in Article 1131, states that all movable and immovable property belonging to the debtor, both existing and future, becomes the guarantee for the debtor's individual engagements. Therefore, all of a person's property in general becomes a guarantee for his engagement, but this general guarantee sometimes causes a creditor to only get a part of his money, therefore this general guarantee applies to all creditors.

2. Research Method and Materials

The type of research used is empirical research on law, by focusing research on the legal reality in society, or functioning to see the law in a real sense and researching as law in the community (law in action). To obtain data and information, the authors chose the research location in the Savings and Loans Cooperative (KSP) "Mallomo Jaya Abadi" Makassar City. The reason the author chooses the Savings and Loans Cooperative (KSP) "Mallomo Jaya Abadi" Makassar City as the research location is because, with the consideration that the location is relevant to the problem to be studied, this requires a systematic search for the agency in providing protection and justice. (Middin et al., 2021) The data obtained both primary and secondary data, the authors analyze using qualitative techniques and then present descriptively, namely by explaining, describing, and describing the data that has been collected in accordance with the problems that are closely related to the research. In addition, this article uses the aim of using qualitative methods, which are not solely aimed at revealing the truth, but also aiming to understand the truth.

3. Results and Discussion

3.1. Implementation of Savings and Loans Credit Agreements in Cooperatives Based on the Civil Code

The savings and loan agreement creates and contains provisions of rights and obligations between two parties, or it can also be said that the agreement contains an engagement. In the process of saving and loan agreements at the Mallomo Jaya Abadi Cooperative, the Cooperative needs to assess the ability of Cooperative members to repay loans or repay loans on time. The application of the precautionary principle in providing cooperative loans is intended to maintain the financial system stability and protect cooperatives and cooperative members as depositors of funds, (Nathania, 2017) so that the Mallomo Jaya Abadi Cooperative is expected to always remain in a healthy condition and be able to fulfill its obligations to members of the fund-keeping Cooperative.

The Mallomo Jaya Abadi Cooperative emphasizes that in providing loans and conducting other businesses, the Cooperative is obliged to use methods that do not harm the interests of the Cooperative itself and the members of the Cooperative who entrust their funds to the Mallomo Jaya Abadi Cooperative. So, in distributing a loan to members of the Cooperative, the Mallomo Jaya Abadi

Cooperative must pay attention to the security aspect for the return of the loan. After the loan is granted, the Mallomo Jaya Abadi Cooperative needs to monitor the use of the loan funds, as well as the ability and compliance of the members of the Cooperative in fulfilling their obligations. To avoid problems in repaying a loan, the agreement states that the Mallomo Jaya Abadi Cooperative always asks for collateral that is useful for the security of a loan fund released by the Mallomo Jaya Abadi Cooperative. Collateral can be said as a means of seeking prevention or as a preventive measure in a very high-risk loan agreement.

Every loan application submitted by a member of the Cooperative, the Mallomo Jaya Abadi Cooperative always pays attention to matters relating to the internal conditions of the Cooperative and the condition of the members of the Cooperative (borrowers). After the Mallomo Jaya Abadi Cooperative pays attention to its internal conditions and is able to provide funds for loan applicants, the next step is to consider loan applications submitted by members of the Cooperative. The things that need to be considered when borrowing at the Mallomo Jaya Abadi Cooperative are the borrower's personal.

1. The effort.
2. Ability and ability to repay loans and other matters.
3. Loan guarantee.

Based on information obtained from the Coordinator of the Mallomo Jaya Abadi Cooperative, Mr. Hasanuddin as a correspondent on March 8, 2021, the procedure for applying for a loan at the Mallomo Jaya Abadi Cooperative is carried out in several stages, namely:

1. Loan Preparation Stage
This stage begins with providing information to members of the Cooperative regarding loan interest rates, loan guarantees, the amount of the loan ceiling, and the loan period. The next step is for the members of the Cooperative to come personally to the Mallomo Jaya Abadi Cooperative office with a loan application letter and other conditions according to the loan requested. These files are submitted to the responsible Account Officer (according to the location of the Cooperative members).
2. Assessment Stage
This stage begins with the Account Officer's activity analyzing the loan submitted by visiting the business or home of a Cooperative member and then assessing it based on "the five principles of C." After being analyzed by the Account Officer, the loan application file is submitted to the Cooperative Leadership for approval.
3. Lending Implementation Stage
This stage begins with the approval of the Cooperative Leadership on the loan application for members of the Cooperative, but if the Cooperative Leader does not approve the loan, there will be no loan implementation stage. If the loan application is approved by the Cooperative Leadership, the application is free and then submitted to the administration section to be completed with the loan realization file. The application and loan realization files that have been completed by the administration section are then submitted to the Operations Section for correction. After being declared correct by the Operations Section, the loan can be disbursed through the cashier, with prior approval by the Management.
4. Loan Supervision Stage
This stage is not only in the form of supervision of the members of the Cooperative but also in the form of coaching the members of the Cooperative regarding the administration, finance, and economic situation.

After the application is submitted, then the Mallomo Jaya Abadi Cooperative, through the Account Officer, will investigate and analyze the applicant's application from various aspects, including psychological aspects, namely honesty and good faith from the members of the Cooperative, the prospects of the business being run and other aspects that can be considered. Used as a benchmark for assessment for members of the Cooperative. The results of the analysis were asked for approval from the leadership of the cooperative for approval. If the Cooperative Leadership does not approve the application, then the loan disbursement cannot be carried out, but if it is approved then the application file is brought to the administration section to be completed with the loan realization file.

After the loan is realized, the Mallomo Jaya Abadi Cooperative will usually supervise until the loan is repaid. Supervision is carried out not only to oversee the running of the business, but also to provide guidance to members of the Cooperative regarding the administration, finances, and the existing economic situation.

For collateral in the form of immovable objects, such as land, the Mallomo Jaya Abadi Cooperative asks for an SKMHT (Power of Attorney to Install Mortgage Rights) made before a notary, and the cost of making the SKMHT is the responsibility of the loan applicant. (Rahmanti, 2020) If one day the loan has been repaid by the applicant, a statement letter will be made by the Mallomo Jaya Abadi Cooperative as evidence that the SKMHT is no longer valid because the applicant has paid off the loan. Based on the description above, it can be analyzed that the implementation of lending at the Mallomo Jaya Abadi Cooperative goes through 4 stages, namely:

Table 1: The Loan Implementation

No	The Loan Implementation Stage at the Mallomo Jaya Abadi Cooperative
1	Loan Preparation
2	Evaluation
3	Loan Implementation
4	Loan Supervision

In the savings and loan agreement at the Mallomo Jaya Abadi Cooperative, in order to achieve the agreement, there are rights and obligations that must be fulfilled by each party so that the purpose of the agreement can be achieved. An agreement will achieve its objectives if the parties implement the provisions/clauses contained in the deed of agreement. (Sinaga, 2018) However, in reality, not all agreements can achieve the expected goals. As with other agreements, in the implementation of the loan agreement at the Mallomo Jaya Abadi Cooperative, there is always the potential for default. This default is usually carried out by the members of the Cooperative; although it is possible that the Cooperative could default, the results of this study see that this has never happened to this Cooperative.

3.2. Factors That Inhibit in the Process of Credit Agreements for Savings and Loans at the Mallomo Jaya Abadi Cooperative in Makassar City

Based on an interview on March 9, 2021, with the Cooperative, Mr. Hasanuddin as the Coordinator, the factor that hinders the process of saving and loan agreements at the Mallomo Jaya Abadi Cooperative is the profession. This means that if a member of a cooperative wants to borrow money, it must be examined or traced its background, and the main purpose must be known. If the profession is a trader, fisherman, or other business, it is likely that capital will be given. But if unemployed, then it is difficult to give.

Mr. Hasanuddin the Coordinator of the Mallomo Jaya Abadi Cooperative, stated that in terms of the inhibiting factor in repaying the loan, it was because the business made by the members of the Cooperative went bankrupt, of course the members of the Cooperative did not have the money to pay the installments and their ability did not allow them to pay the installments but there was also the economic situation. Does not support.

Default is also a factor that becomes an obstacle in the loan agreement process at the Mallomo Jaya Abadi Cooperative. There are non-performing loans, although the percentage is very small because there are members who still have loans but have borrowed again so there are double loans that can burden the borrower in paying. In addition, the procedure for disbursing large amounts of funds usually experiences delays because the Cooperative management must wait until there are sufficient cash funds to meet the loan, even though if the procedure is appropriate, if the funds are not sufficient, the Management should not give loan approval, resulting in loan applicants having to wait a long time for the loan. The disbursement of these funds, however, can be resolved at the end of the year by the Management of the cooperative because members/prospective members who have non-performing loans always pay off their debts before making another loan to the Cooperative.

In addition, the obstacles faced by the Mallomo Jaya Abadi Cooperative in default by borrowers can be overcome at the end of the year by the Cooperative management because customers (members)

who are in default always pay off their debts before making another loan to the Cooperative. This can be seen in the Credit Loans of the Mallomo Jaya Abadi Cooperative. The table of the Mallomo Jaya Abadi Savings and Loans Cooperative is as follows:

Table 2: Mallomo Jaya Abadi Savings and Loans Cooperative

No.	Year	Total Loans (Credit)	Troubled Loans
1.	2018	Rp. 4. 020. 300,000	Rp. 530.346,000
2.	2019	Rp. 4. 600. 700. 000	Rp. 778.375,000
3.	2020	Rp. 1. 585. 000. 000	Rp. 1. 176. 370. 000

Source: Mallomo Jaya Abadi Cooperative Data

Based on the table above, in the credit agreement of the Mallomo Jaya Abadi Cooperative from the data for the last three years in 2018, the total credit loan of the Mallomo Jaya Abadi Cooperative was Rp. 4,020,300,000 and non-performing loans Rp. 530,346,000, in 2019 the total loan was Rp. 4,600,700,000 while in 2020 the total credit loan of the Mallomo Jaya Abadi Cooperative Rp.1,585,000,000 and non-performing loans Rp.1.176,370,000. In 2020 it decreased due to the COVID-19 pandemic. This is due to default (non-performing loans) in the cooperative immediately handled by the cooperative Management. The Management of the Mallomo Jaya Abadi Cooperative tries to solve the problem of implementing substandard loans by making direct deductions from the member's mandatory savings funds, which are routinely paid by members every month for members who cannot pay their loan installments so that members can settle their arrears and the cooperative can roll back the capital to lend to other members. To anticipate the problem of default, the Mallomo Jaya Abadi Cooperative has established a settlement mechanism for the problem of default. The default settlement mechanism at the Mallomo Jaya Abadi Cooperative is:

1. If the members of the Cooperative for 3 consecutive months do not pay the loan installments, the Mallomo Jaya Abadi Cooperative will take the following steps:
 - a. The Mallomo Jaya Abadi Cooperative will visit the members of the Cooperative and ask them problem why the Cooperative members don't pay their loans. Cooperative members will be given time tolerance if the reason is accepted. This tolerance can be up to 1 to 2 weeks.
 - b. If in the first way, the time tolerance that has been given by the members of the Cooperative still has not made a payment, then the Mallomo Jaya Abadi Cooperative will provide a warning letter to the members of the cooperative concerned. This warning is performed three times.
 - c. If these warnings are not heeded by the members of the Cooperative, then the Mallomo Jaya Abadi Cooperative will give a subpoena to the members of the cooperative concerned. This subpoena is only carried out once and if the members of the Cooperative still do not provide the subpoena, then the case ends with the implementation of the confiscation of guarantees.
2. If members of the Cooperative pay installments past the month, they will be subject to a fine.
3. If the members of the Cooperative excel but do not perform as they should, namely in paying the principal and interest installments, but it turns out to be only one of them, the Mallomo Jaya Abadi Cooperative will not be subject to a fine.
4. If members of the Cooperative near maturity feel unable to pay off their loan or after maturity, they have not been able to pay it off, then the Mallomo Jaya Abadi Cooperative will offer to extend the loan period to the members of the Cooperative to ease the repayment of the loan. However, the members of the cooperative will be charged an unpaid administrative fee.

Thus, the description of the inhibiting factors in the process of credit agreements for savings and loans at the Mallomo Jaya Abadi Cooperative is carried out by prioritizing persuasive and familial ways first in resolving cases of default.

4. Conclusion

The implementation of the savings and loan agreement at the Mallomo Jaya Abadi Cooperative, which is carried out between parties is very easy, the process as other cooperatives is still the same namely Cooperative members only submit guarantees that are in accordance with the goods that have been determined by the Savings and Loans Cooperative (KSP), conduct a survey of members of the Cooperative, until the Cooperative approves the loan application that has been submitted, although several inhibiting factors are found now, the behavior in carrying out legal relations remains the same. The inhibiting factor in the process of saving and loan credit agreements at the Mallomo Jaya Abadi Cooperative in Makassar City which was specifically investigated was because of the profession of the prospective borrower and the default of the borrower at other institutions. Efforts to resolve the dispute if a member of the Cooperative is in default, the Management of the Mallomo Jaya Abadi Cooperative will go to the member of the Cooperative and ask the problem why the members of the Cooperative cannot pay their loans. The Mallomo Jaya Abadi Cooperative should take into account the value of the guarantee more carefully so that if the members of the Cooperative make payments in arrears for a long time, the value of the guarantee can still cover the principal debt and costs for the delay. And if any member of the Cooperative is negligent in returning the money, the Cooperative must be firm in handling this matter. So that the members of the Cooperative are not arbitrarily borrowed money. In resolving the default problem of the savings and loan agreement, it is hoped that the Mallomo Jaya Abadi Cooperative must be more assertive in carrying out the contents of the agreement and take action against Cooperative members who violate the agreement according to the law, namely gradually giving warnings in accordance with the agreement, both verbal warnings and written warnings. To avoid the occurrence of obstacles in the loan agreement, it is recommended that the Cooperative increase the accuracy and supervision of the lending that has been distributed to the members of the Cooperative.

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