



Tridana Mandiri Savings and Loan Cooperative in Denpasar

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ABSTRACT

As a higher education institution, Warmadewa University must ensure that it always adheres to the Tridharma of Higher Education in accordance with the predetermined vision and mission. Now every lecturer is encouraged to be able to package community service activities both in groups and individually which will later show concern for the community. Community service activities can be carried out by providing enlightenment by providing legal counseling and consultation to the community in various fields of life in the economic field. One thing that should be observed is the existence of a credit agreement, where it is expected that every cooperative business entity is required to have an agreement in this case a credit agreement. Civil Code. Other matters will be contained in an agreement that is easier to change according to economic developments. In the end, this program is expected to be able to provide understanding and solutions to cooperative business entities, especially the Tridana Mandiri Denpasar Savings and Loans Cooperative, to be able to continue to exist as part of a business entity that is developing its existence. When a customer does not pay an obligation, which is called a default, the dispute resolution process is attempted by way of deliberation or kinship.

Keywords: Community service, Savings and Loan Cooperative, Tridana Mandiri

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1. INTRODUCTION

The Indonesian economy is structured as a joint effort based on family principles. National economic development aims to realize Indonesia's political and economic sovereignty through the management of economic resources in a climate of development and empowerment of cooperatives that have a strategic role in the national economic system based on the principles of kinship and economic democracy in order to create an advanced, just and prosperous society based on Pancasila and 1945 Constitution of the Republic of Indonesia.

Cooperatives are institutions where people who have relatively homogeneous interests come together to improve their welfare. According (Sidabalok, 2012) to Cooperatives are a people's economic movement that is managed using the principle of kinship and the principle of togetherness. (Hendrojogi, 2015) defines cooperatives as the gathering of people one-on-one with pleasure want to work together to advance their economy. In carrying out its activities, cooperatives are based on values and principles that characterize them as economic institutions that are full of business ethical values.

The values contained in cooperatives, such as self-help (self-help), self-reliance (self-reliance), and togetherness (cooperation) will produce a synergistic effect. This effect will be a very powerful force for cooperatives to be able to compete with other economic actors (Mahmud, 1996).

The Tridana Mandiri Denpasar Savings and Loans Cooperative in providing loans to its members is not on a large scale, and even then is limited to the capital needed to increase its business results. The Tridana Mandiri Denpasar savings and loan cooperative provides loans to its members, either on a medium or small scale with the condition that each member who wants to borrow must provide a movable property guarantee.

The Tridana Mandiri Denpasar Savings and Loans Cooperative is an association or economic organization consisting of individuals or entities that provide freedom of entry and exit as members according to existing regulations in Indonesia as regulated in the Law of the Republic of Indonesia Number 25 of 1992 concerning Cooperatives, by cooperating in a cooperative manner. family, running a

business, with the aim of enhancing the physical welfare of its members (Hadikusuma, 2009). So that it can be said that cooperatives are not a collection of capital and must serve humanity, not to an object. Cooperative is a form of cooperation or mutual assistance based on the principle of equality, rights and obligations, and the awareness of its members without any coercion or intimidation with the aim of sharing the interests of its members (http://www.ekonomirakyat.org/edisi_4/article_4.ht).

The location of the Community Service is at the Tridana Mandiri Savings and Loans Cooperative Renon Denpasar, which is located at Jln. Tukad Musi Number 10 X Renon, East Denpasar District, Denpasar City, Bali Province, with the ratification of Legal Entity Number: 55/BH/XXVII.9/X/2009, Legal Entity Date: 19 October 2009, Form of Cooperative: Primary Regency/City, Chairman of the Board/Manager: Drs.I Wayan Parna, Institutional: Savings and Loans Cooperative Business, No. Phone: 0361 254453, Fixed Capital : Rp. 231.812557 (Two Hundred Thirty One Million Eight Hundred Twelve Thousand Five Hundred Fifty Seven Rupiah).

The Tridana Mandiri Denpasar Savings and Loans Cooperative aims to increase the income of members of the Tridana Mandiri savings and loan cooperative who have productive business activities through savings and loan businesses that are professional to members and prioritize the welfare of members.

Based on this, the writer thinks that cooperatives are formed based on the principles of kinship and mutual cooperation, so within the cooperative body the aim is to enhance the welfare and interests of its members.

This is the background that attracts the attention of the author to study and examine it in a community service entitled Savings and Loan Cooperative of Tridana Mandiri in Denpasar. Starting from the above background, several problems arise in relation to the proposed community service title. Identification of these problems can be formulated as follows:

1. What is the legal protection for members of the Tridana Mandiri Savings and Loans cooperative in Denpasar?
2. How is the settlement of default disputes at the Tridana Mandiri Savings and Loans cooperative in Denpasar?

2. RESEARCH METHODS

The implementation method carried out in the community service program is by:

1. Assistance in drafting credit agreements
2. Socialization of Law Number 25 of 1992 concerning Cooperatives
3. Assistance in the non-litigation dispute resolution process.
4. Prepare a training ground at KSP Tridana Mandiri Denpasar
5. Prepare for consumption
6. Analyzing assistance on drafting credit agreements and non-litigation dispute resolution processes.

3. IMPLEMENTATION RESULT

3.1 Legal Protection for Members of the Tridana Mandiri Savings and Loans Cooperative Denpasar

The Tridana Mandiri Denpasar Savings and Loan Cooperative has standard operational management to provide excellent service for members, prospective members, other cooperatives and or their members. The scope of business management operational standards is regulated in Article 15 paragraph (3) of Government Regulation Number 9 of 1995 concerning the Implementation of Cooperative Savings and Loans, which determines the operational standards of business management consisting of:

1. Fundraising and distribution;
2. Type of loan;
3. Requirements for loan candidates;
4. Loan services;
5. Maximum loan limit;
6. Collateral;
7. Repayment and loan term;
8. Loan analysis;
9. Development of members by KSP;
10. Handling non-performing loans.

The meeting of members must be held at least once a year (Kusumajaya & Purwanti, 2019), this aims to hold the management and supervisors accountable in terms of activities carried out by the Tridana

Mandiri Savings and Loans Cooperative Denpasar. Members' meeting is a place where the voices of members gather and are held at certain times.

In addition to the accountability carried out by the Tridana Mandiri Savings and Loans Cooperative Denpasar, it also supervises the cooperative to ensure that the cooperative is healthy. Cooperative inspection is a series of activities to seek, collect, and process data and or other information carried out by Cooperative Examination to prove whether or not there is a violation of the laws and regulations.

Cooperative Task Force is a structure of the state civil apparatus determined by the Governor or Regent/Mayor to carry out the duties and functions of the cooperative supervision in accordance with the cooperative membership area. The Cooperative Task Force has the role of supervising cooperatives so that they do not deviate from the applicable laws and regulations. The cooperative supervision task force is expected to minimize the occurrence of irregularities in cooperatives so that they can create and grow an economic climate in the Tridana Mandiri Savings and Loans Cooperative Denpasar.

According to Article 5 of the Deputy Regulations concerning the Cooperative Supervision Task Force, the tasks of the Cooperative Task Force are:

1. Development of internal control, supervision and inspection of Cooperatives;
2. Carry out coordination in the framework of the implementation of the supervision and examination of cooperatives objectively;
3. Advocating in the context of resolving cases of cooperatives and improving aspects that are weak in supervision so that within 1 year there have been improvements and improvements in their area;
4. Control the reporting obligations by cooperatives, carry out follow-up analysis and warnings or coaching letters on the results of report analysis.

The legal protection of members of the Tridana Mandiri savings and loan cooperative is regulated in the Credit Agreement which stipulates that the rights and obligations are as follows:

Article 1, Obligations of the Borrower:

The borrower admits to borrowing money from the Cooperative, amounting to Rp....., within a period of 12 months starting from....and ending on....., if the credit agreement has expired. it turns out that the credit has not been repaid, then before the loan is extended and/or renewed this credit agreement is still valid.

From the provisions of the article, it seems that it does not provide legal certainty that the interest rate given is not clearly regulated, because according to the results of the study there are differences in the interest rates of cooperative members and non-cooperative members. By reviewing these provisions, input is made to revise article one by adding a clear interest rate between the interest rate for members of the cooperative and the interest rate for non-cooperative members, so that the difference is visible because if the borrower is outside the cooperative, it means that there is no obligation to do so.

Article 2, Obligations of the Borrower :

On the loan, 2.5 percent interest is calculated on the balance of debit/principal, loan/balance used, which must be paid every month by the borrower to the Cooperative.

Based on these provisions, it is not clear the interest rate between cooperative members and non-cooperative members.

Article 3, Loans granted:

The principal and interest will be repaid every month/once at maturity, which is Rp...., loan installment payments are subject to a fine of 10% (ten percent) of the obligations that are in arrears each month.

Article 4

The Borrower is able to pay all fees for provisions, administration, stamp duty fees, including the cost of collecting debts both inside and outside the Court.

Based on these provisions, after careful scrutiny, administrative costs were revised into administrative costs and debt collection costs, there is no certainty as to whether operational costs or others are outside operational costs, and there is no certainty about the costs of collecting debts both inside and outside the Court, the meaning must be explained. with regard to the remaining principal debt and fines that were collected during the deliberation process until the decision of the trial by the judge was carried out.

Article 5

To guarantee this debt properly, both the principal, provisions, fines and costs, the borrower hereby submits a guarantee in the form of:

- a. One unit of two (2) or four (4) wheeled vehicle
- b. All objects, both movable and immovable, both existing and those that will exist in the future, in order to pay off the debt of the borrower in the Cooperative which is stored at the borrower's house.

Article 6

The guarantees referred to in Article 5 are bound by Fiduciary Eigendom Overdracht/in any case the borrower is obliged at his own expense to deliver the goods held in the Fiduciary Eigendom Overdracht.

Article 7

The Cooperative has the right to collect loans immediately and at the same time interest, fees, fines and other costs, if:

- a. the borrower neglects his obligation to pay installments of principal, interest, fees, fines and other costs;
- b. the borrower dies;
- c. The borrower is declared bankrupt or for any reason no longer has the right to manage or control his assets;
- d. The borrower's assets are wholly or partly confiscated by another person.
- e. The borrower does not comply with the regulations stipulated in this agreement letter.

3.2 Settlement of Default Disputes at the Tridana Mandiri Savings and Loan Cooperative Denpasar

Mr. Drs. I Wayan Parna, Head of the Denpasar Tridana Mandiri Cooperative, said that cooperatives experienced a decline in assets and capital as well as unhealthy distribution resulting in bad loans, the Denpasar City Cooperative Supervisory Task Force will conduct an examination of cooperatives experiencing these problems. This is an active supervision carried out by the cooperative supervisory task force to directly monitor cooperatives that have the potential to have problems. The sanctions given can be in the form of institutional rehabilitation, business rehabilitation, even administrative sanctions, this is a repressive measure taken by the Government on Savings and Loans Cooperatives in the event of bad loans due to default, non-litigation and litigation settlements can be carried out. Because cooperatives adhere to the principle of kinship, as much as possible the settlement of bad loans will be carried out in a familial way, namely by non-litigation, one of which is mediation, which is a negotiation process assisted by a third party. This is because the parties who are unable to resolve their own dispute use the services of a neutral third party to help them reach an agreement (Zulaeha, 2016).

The Tridana Mandiri Savings and Loans Cooperative, in practice, solves the problem of bad credit as much as possible by non-litigation or settlement of bad loans through family methods.

According to Mr. Darma, the Manager of the Tridana Mandiri Savings and Loans Cooperative, said that the uniqueness of the Tridana Mandiri Savings and Loans Cooperative Denpasar, credit is also given not only to members of the cooperative but also to the community even though they are not members of the cooperative, but the interest rate given to those who are not members of cooperatives is higher than those who are members of cooperatives.

Article 8

If the borrower does not pay the debt 3 (three) times in a row, the borrower hereby grants full power to the Cooperative which cannot be canceled to take and sell the collateral as referred to in Article 5 above, either before the public or privately at a price and terms approved by the Cooperative. From the proceeds of this sale after deducting the costs to carry out this sale, use the remainder to pay the debt of the borrower and vice versa if the proceeds of the sale are found to be insufficient, the borrower must add to the deficiency until it is deemed sufficient by the Cooperative.

Article 9

From all the consequences of the credit agreement, the parties agreed to choose a domicile at the District Court in Denpasar.

4. CONCLUSION

Based on the exposure and achievements of Community Service activities, it can be concluded:

1. The legal protection of the members of the Denpasar Mandiri Tridana Savings and Loan Cooperative is principally regulated in a credit agreement which explicitly regulates the rights and obligations of the parties. Credit agreements are used as complementary guidelines in behavior for cooperative members in creating legal certainty.
2. Settlement of default disputes in the Tridana Mandiri savings and loan cooperative is carried out by means of deliberation (non-litigation), in accordance with the application of the principle of kinship as a cooperative principle in order to benefit the parties.

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