



Legal review of the liability of the Bismika Usaha Nusantara savings and loan cooperative for unlawful acts against customers

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ABSTRACT

This study examines the legal review of the liability of the Bismika Usaha Nusantara Savings and Loan Cooperative for unlawful acts committed against its customers. As a financial institution operating under the cooperative model, the cooperative is bound by legal obligations to uphold the principles of trust, transparency, and accountability. However, issues arise when the cooperative engages in actions that potentially harm customers, such as mismanagement of funds, lack of clarity in contracts, or failure to comply with statutory regulations. This research adopts a normative juridical approach, analyzing laws and regulations governing cooperatives in Indonesia, particularly those relating to cooperative responsibility, contractual obligations, and unlawful acts (perbuatan melawan hukum). The findings indicate that cooperatives can be held liable both institutionally and personally through their management, depending on the nature of the violation. Furthermore, legal remedies available to customers include civil claims for damages, dispute resolution through cooperative forums, and escalation to the judiciary. The study contributes to understanding cooperative accountability and strengthening consumer protection within Indonesia's cooperative financial system. This study aims to analyze the legal responsibility of the Bismika Usaha Nusantara Savings and Loans Cooperative for unlawful acts that harm customers and examine the dispute resolution mechanisms that can be taken.

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1. Introduction

The main objective of this research is to analyze the legal basis for the liability of the Bismika Usaha Nusantara Savings and Loans Cooperative for unlawful acts that harm customers, while also assessing the effectiveness of laws and regulations governing cooperatives in providing legal protection. Through a normative legal study, this research is also directed at identifying weaknesses in the supervisory mechanism and dispute resolution between cooperatives and customers, so that ultimately it can offer legal and practical solutions that can strengthen legal

protection and increase public trust in savings and loan cooperatives as member-based financial institutions. The novel aspect of this research lies in its analysis, which combines a normative approach with the concept of dual accountability, placing the responsibility of cooperatives not only on the institution as a legal entity, but also on a personal level to the management who commits or allows unlawful acts to occur. Furthermore, this research enriches the existing literature by linking norms in the Cooperatives Law, the Civil Code, and consumer protection provisions, thus providing a more comprehensive perspective than previous research. This research's contribution to the development of cooperative law lies in strengthening the concept of legal entity accountability in the context of member-based financial institutions, where the limits of responsibility have been frequently debated. Meanwhile, for consumer protection practices in the non-bank financial sector, this research emphasizes the importance of more effective regulations and easily accessible dispute resolution mechanisms for customers, thereby increasing public trust in savings and loan cooperatives as an alternative financial service.

Savings and loan cooperatives in Indonesia are recognized as community-based financial institutions that aim to improve members' welfare through collective economic activities. They play an essential role in providing accessible financial services, especially for individuals and small enterprises that lack access to conventional banking. However, the cooperative sector is not immune from legal disputes and misconduct. Various cases have emerged in which cooperatives fail to uphold transparency, accountability, and legal compliance, resulting in harm to customers (Made et al., 2023). The Bissmika Usaha Nusantara Savings and Loan Cooperative represents a relevant case study to examine the issue of cooperative liability for unlawful acts. Customers who experience losses due to mismanagement of funds, breach of agreements, or violations of cooperative principles require legal protection and remedies. This condition raises questions about the extent of cooperative responsibility under Indonesian law, both institutionally and personally through its management. Therefore, a legal review is necessary to analyze the cooperative's liability, the applicable legal framework, and the remedies available to customers (Destriana et al., 2023). This introduction highlights the urgency of establishing legal certainty and consumer protection to ensure that cooperatives operate in accordance with the principles of justice, fairness, and transparency (UCU SOLIHAH, 2020). Nowadays, it is not difficult to find financial institutions, cooperatives, from various types of cooperatives, one of the most common in Indonesia is the Savings and Loan Cooperative. Savings and Loan Cooperatives (KSP) are cooperatives whose members consist of people who have a direct interest in savings and loans. One of the reasons for the formation of Savings and Loan Cooperatives (KSP) is to provide opportunities for its members to obtain loans easily and at affordable interest rates (Safitri et al., 2024). Loan distribution activities in savings and loan cooperatives are more focused on lending to its members (Britney Azzahra Wiguna & Yeti Sumiyati, 2022). Basically, lending to members of savings and loan cooperatives is based on mutual trust. However, it cannot be denied that lending is always faced with uncertainty and has risks that must be faced. In addition to playing a vital role in improving the economic welfare of the community, cooperatives are one of the government's instruments in driving the growth of the Indonesian economy (Wulandari, 2023). The legal framework guarantees the continued existence of cooperatives as legitimate cooperative organizations. Growing and developing economic democracy based on Pancasila and the 1945 Constitution is necessary to realize a just and prosperous society. Cooperatives are a people-oriented economic institution and one way to improve the economic progress of the people, especially those in disadvantaged groups (Tahir, 2021).

The term "cooperative" itself is not new in Indonesia. Cooperatives have a strategic function and role as an extension of the government in community economic development. According to Article 1 of Law No. 25 of 1992 concerning Cooperatives, a cooperative is a business entity whose members are individuals or cooperative legal entities, whose activities are based on cooperative principles and a people's economic movement based on the principle of family (Sudarsono, 2022). Cooperatives play a vital role in improving community welfare and strengthening local economies through collaboration and cooperation among their members.

Cooperatives are one of the financial sectors that show positive developments in Gross Domestic Product (GDP). The 2021 National Socioeconomic Survey (Susesnas) indicates that 4.25 percent of households in Indonesia receive financing from cooperatives, second only to banks at 4.95 percent. This indicates that cooperative financing for the household sector remains a favorite in society. According to Law Number 17 of 2012, a cooperative is defined as a legal entity established by individuals or cooperative legal entities, by separating the personal assets of members as business capital (Menahan & Simpanan, 2025). Its purpose is to realize shared aspirations and needs in the economic, social, and cultural fields, based on cooperative values and principles. It can be said that cooperatives are a form of cooperation in economic activities. This cooperation is established by people because they have similar types of life needs. These people work together to meet daily needs, needs related to their businesses, or their households (Abas & Permata, 2025). To achieve this goal, ongoing cooperation is required, therefore an association is formed as a form of cooperation. Cooperatives, according to Muhammad Hatta (1994), 6 cooperatives are an association of the weak to defend their life needs. Achieving their life needs at the lowest possible cost is the goal. In cooperatives, common needs are prioritized, not profits. Furthermore, according to the International Labor Organization (ILO), a cooperative is a group of people, usually those with limited economic capacity, who through a form of democratically controlled company organization, each makes an equal contribution to the required capital, and is willing to bear the risk and receive rewards in accordance with the efforts they make. Dr. G. Mladenata, in his book "Histoire Desdactrines Cooperative" states that cooperatives consist of producers who join together (Fajri, 2021).

Voluntarily, cooperatives work together to achieve common goals, by voluntarily exchanging services collectively, sharing risks, and utilizing resources contributed by members. However, the development of savings and loan cooperatives has also been accompanied by various complex structural and managerial issues (Herlina & Lubis, 2019). One glaring issue is the emergence of numerous cases of default, misappropriation of member funds, and abuse of power by cooperative administrators. The most prominent case is the Indosurya savings and loan cooperative scandal, which caused losses of more than 23,000 customers totaling IDR 106 trillion. This phenomenon illustrates a serious crisis in cooperative governance that has not been balanced by effective oversight mechanisms (Kartika et al., n.d.).

One case illustrating the crisis in cooperative governance and legal accountability occurred in Serang, Banten. The Serang District Court Decision No. 111/Pdt.G.2023/PN Srg adjudicated a dispute between customers and KSP Bismika Usaha Nusantara regarding unauthorized deductions (Rizqy & Syahrizal, 2019). This case is important because it shows how cooperatives, which are legally autonomous legal entities, can be involved in unlawful acts against their customers, and raises questions regarding the structural accountability and legal responsibility of their administrators. The urgency of this research, the main problem in the research concerns the legal responsibility of Savings and Loan Cooperatives as legal entities for actions that harm their members. Unilateral actions in deducting customer funds, as occurred in Decision No. 111/Pdt.G/2023/PN Srg, shows that cooperatives as legal subjects are not free from the possibility of committing unlawful acts, and therefore can be held civilly liable (Area, 2024).

2. Method

The normative juridical approach is considered more appropriate for this research because its main focus is to analyze the legal liability of the Bismika Usaha Nusantara Savings and Loans Cooperative for unlawful acts by examining applicable laws, doctrines, and jurisprudence, rather than through empirical field data collection. The main objects of the research are regulations that directly regulate cooperatives, including Law Number 25 of 1992 concerning Cooperatives, the Civil Code (KUHP), especially Article 1365 concerning unlawful acts, and derivative regulations related to savings and loan cooperatives and consumer protection. The secondary legal materials used were selected based on relevance and credibility criteria, including peer-reviewed national and international legal journals, scientific articles discussing

cooperative issues and legal liability, and doctrines from civil law and cooperative law experts. To analyze these legal materials, the interpretation methods used include grammatical interpretation to understand the text of the norms, systematic interpretation to see the relationship between regulations, and teleological interpretation to explore the objectives and legal principles underlying customer protection in legal relations with cooperatives. This study uses only a normative approach because its primary focus is analyzing applicable legal provisions related to the liability of savings and loan cooperatives for unlawful acts. Therefore, what is studied is norms, doctrines, and laws, not empirical behavior in the field. The analysis is conducted using grammatical interpretation methods to understand the textual meaning of norms, systematic interpretation to place rules within a broader legal framework, and historical interpretation to examine the background to the birth of cooperative and civil regulations. To ensure the validity of secondary legal materials, the researcher limits sources to academic literature, peer-reviewed legal journals, doctrines from credible legal experts, and official state documents recognized by legal authorities. The scope of the study not only highlights the civil liability aspects of cooperatives through Article 1365 of the Civil Code, but also touches on administrative dimensions related to institutional supervision and sanctions, as well as the possibility of criminal liability if the cooperative's unlawful acts result in losses that fall within the realm of criminal offenses (Sitompul et al., 2022).

3. Analysis and Results

The findings of this study can essentially serve as a reference for other savings and loan cooperatives because the issue of legal liability for unlawful acts against customers is a matter generally regulated in the Cooperative Law and the Civil Code, so that the legal principles are universal. However, this study focuses on the case of the Bissmika Usaha Nusantara Savings and Loan Cooperative as a concrete study, so the context, internal dynamics, and managerial factors underlying the dispute may be specific and not entirely the same as other cooperatives. Therefore, the results of this study are more appropriately understood as an analytical model that can be generalized in principle, but its application to other savings and loan cooperatives still requires adjustments to the factual conditions, local regulations, and management practices of each cooperative. In this research discussion, all proposed research questions have been answered comprehensively. The legal liability aspect of cooperatives is discussed through a normative analysis, which confirms that cooperatives as legal entities, as well as their individual administrators, can be held accountable for unlawful acts in accordance with the provisions of the Civil Code and cooperative regulations. Legal solutions have also been outlined, including civil dispute resolution mechanisms, internal mediation, cooperative arbitration, and litigation efforts in court, thus providing realistic alternatives for aggrieved customers. Furthermore, a consumer protection perspective is presented by emphasizing the importance of strengthening regulations and increasing institutional accountability of cooperatives as part of the non-bank financial sector that must guarantee legal certainty for its members. Thus, this research can be said to answer all the main research questions in an integrated manner.

The results of the study indicate that the Bissmika Usaha Nusantara Savings and Loan Cooperative has legal responsibility for unlawful acts that harm customers, both institutionally and personally by negligent or erroneous management. From an institutional aspect, the cooperative can be held accountable for losses arising from actions or policies that contradict the principles of transparency, accountability, and laws and regulations concerning cooperatives. Meanwhile, management can be held personally accountable if proven to have committed negligence or deliberate acts that cause losses to customers. This study also found that legal remedies that customers can take include internal resolution through cooperative forums, mediation, and civil lawsuits in court. Thus, legal protection for customers is still available, but its effectiveness depends heavily on the customers' legal awareness and the good faith of the cooperative management in resolving the problem (Sudarsono, 2022).

In 2023, the plaintiff named Ustiniah, who worked at PT. Parkland World Indonesia (PWI) who had worked since February 22, 2008 until August 2023 (approximately 5 years). In July, the plaintiff Ustiniah registered to participate in the Termination of Employment (PHK) program because the plaintiff had worked for a long time and was already old. The plaintiff who had registered to participate in the Termination of Employment (PHK) program and starting in July the plaintiff was no longer working at PT. Parkland World Indonesia (PWI), just waiting for severance pay or separation money from the Company where the plaintiff worked. On August 11, 2023, how shocked the plaintiff was to find out that the severance pay received amounting to Rp. 75,177,212 (Seventy-five million one hundred seventy-seven two hundred and twelve rupiah) was illegally debited to the Bissmika Usaha Nusantara Savings and Loan Cooperative in the amount of Rp. 56,173,320 (Fifty-six million one hundred seventy-three thousand three hundred and twenty rupiah). That due to the actions committed, the plaintiff feels that he has lost his money, for these actions the defendant is prosecuted and given sanctions (Primadana et al., 2022).

In carrying out its business activities, the cooperative is run based on the principle of family in accordance with the statement in Article 1 Paragraph (1) of the Republic of Indonesia Law Number 25 of 1992 concerning Cooperatives as well as on Pancasila and the 1945 Constitution of the Republic of Indonesia. In addition, the principle of family is also emphasized in Article 33 Paragraph (1) of the 1945 Constitution of the Republic of Indonesia which states that the economy is structured as a joint effort based on the principle of family (Ukus et al., 2023). The principle of family is all activities within the family scope that are intended for all family members and from all family members. Cooperative management is part of the cooperative members who are appointed to be cooperative administrators by the cooperative members through a member meeting (Kuswari & Budiwati, 2022). In carrying out their duties, cooperative administrators have duties and authorities that have been regulated by the Republic of Indonesia Law Number 25 of 1992 concerning Cooperatives (M Ardiansyah Lubis & Mhd. Yadi Harahap, 2023). Article 30 Paragraph (1) of the Republic of Indonesia Law Number 25 of 1992 states that, administrators are tasked with, Managing the cooperative and its business, Submitting work plans and draft budgets for cooperative income and expenditure, Holding Member Meetings, Submitting financial reports and accountability for the implementation of duties, Organizing financial bookkeeping and inventory in an orderly manner, Maintaining a list of members and administrators (Anjaswati et al., 2022).

In point 4 (four) of the Article above, the responsibility for carrying out the duties of a savings and loan cooperative administrator has become the duty of a savings and loan cooperative administrator himself and this is also included in the administrator's responsibilities in terms of cooperative management activities (Hirsanuddin & Sudiarto, 2021). Article 30A Paragraph (2) of the Republic of Indonesia Law Number 25 of 1992 concerning Cooperatives explains the authority of cooperative administrators, namely. Representing cooperatives inside and outside the court. Deciding on the acceptance and rejection of new members, as well as the dismissal of members, in accordance with the provisions of the articles of association. Taking actions and efforts for the interests and benefits of the cooperative in accordance with their responsibilities. The management is fully responsible for the management of a cooperative and its business (Safitri et al., 2024). Article 25 of Law of the Republic of Indonesia Number 12 of 1967 concerning the principles of cooperatives also states the responsibility of the management. The management, both jointly and severally, shall bear the losses suffered by the cooperative due to the negligence or deliberate actions of its members. If the negligence concerns something that is part of the work of several management members, they shall jointly bear the loss. A management member shall be exempt from liability if they can prove that the loss was not due to their negligence and have been proven guilty (Ni Made Mirah Dwi Lestari et al., 2022).

The panel of judges also emphasized that although the cooperative has an autonomous structure as a legal entity, this does not eliminate the individual responsibility of the management if there is evidence of abuse of authority. In this context, the court ruled in favor of

part of the lawsuit and required the Bissmika Savings and Loan Cooperative to return the deducted funds as compensation for the losses incurred as a result of these actions. This decision at the same time, it is a concrete form of legal protection for the economic rights of cooperative customers who have often been in a weak position in the legal relationship between cooperatives and members. Based on the research results, the legal responsibility of the Bissmika Usaha Nusantara Savings and Loans Cooperative for unlawful acts can be viewed from two aspects, namely institutional responsibility and personal responsibility of the management. From an institutional perspective, the cooperative as a legal entity is obliged to guarantee the security of customer funds and carry out business activities in accordance with Law Number 25 of 1992 concerning Cooperatives, so that any losses incurred due to violations of these obligations are the responsibility of the cooperative (Puspito et al., 2022). However, if there is evidence of negligence or intent on the part of the management, then responsibility can be imposed personally in accordance with the principle of civil liability for unlawful acts (Made et al., 2023). This is in line with legal doctrine which emphasizes that any action that violates the principles of propriety, prudence, and statutory regulations can be sued for compensation. Thus, legal protection for customers must be placed as a priority to maintain public trust in cooperatives while strengthening the legal position of customers as consumers of financial services (Karina et al., 2020).

4. Conclusion

The main contribution of this research lies in its effort to clarify the legal basis for the liability of savings and loan cooperatives to customers in the event of unlawful acts, thereby providing a theoretical foundation for the development of cooperative law and civil law in Indonesia. This research also contributes to strengthening the perspective of consumer protection, particularly in the member-based financial sector which is vulnerable to abuse of authority. In addition, this research provides practical benefits in the form of recommendations for more effective dispute resolution mechanisms, whether through mediation, cooperative arbitration, or civil lawsuits, so that it can serve as a reference for other cooperatives in improving institutional accountability. Thus, this research is not only relevant to the resolution of the concrete case at the Bissmika Usaha Nusantara Cooperative, but also makes a broader contribution to the development of legal science and the practice of legal protection for savings and loan cooperative customers in Indonesia.

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