



A Legal Review of Standardized Loan Contracts in Cooperatives: Case Study from the District Court of Kediri

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ABSTRACT:

Background: Standardized loan agreements are commonly used in cooperatives, but often raise concerns about fairness due to the unequal bargaining position of borrowers. When such contracts are imposed unilaterally, they may contradict principles of consumer protection and contract justice.

Aims: This study examines the legal validity of standardized clauses in cooperative loan agreements and evaluates whether such contracts comply with the principle of balance. It also reviews a relevant court decision from the District Court of Kediri.

Methods: The research adopts a normative juridical method using statutory, conceptual, and case-based approaches. Legal data were analyzed through deductive reasoning supported by Indonesian civil law, consumer protection law, and cooperative regulations.

Result: Findings show that the clauses in question did not qualify as prohibited exoneration clauses under the Consumer Protection Law. The cooperative's contract fulfilled the formal legal requirements under the Civil Code, and the court upheld its validity, despite the standard nature of the terms.

Conclusion: Standard loan agreements in cooperatives are generally considered valid by Indonesian courts, provided they meet formal legal standards. However, to ensure fairness, legal safeguards and better regulatory oversight are needed to protect weaker parties in such contractual relationships.

Keyword:

Consumer Protection Law; Contractual Balance; Cooperative Loan Agreement; Legal Validity; Standard Clause;

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INTRODUCTION

The widespread adoption of standardized contracts across various sectors, including financial services, reflects a trend toward procedural efficiency and consistency. In the context of cooperatives, particularly those engaged in lending, the use of pre-formulated loan agreements has become a common administrative practice. These agreements typically contain non-negotiable terms created unilaterally by the cooperative. While such methods simplify transactions, they raise legal concerns regarding the voluntary nature of borrower consent (Adamyk et al., 2025; Losos et al., 2024). The imbalance in bargaining power between institutions and individual members places the latter at a disadvantage in understanding or contesting contractual content (Hardy & McCrystal, 2022; Verdier, 2022). This discrepancy undermines the principle of contractual justice, which upholds equality and free will in agreement-making. Moreover, when disputes arise, questions emerge about whether such contracts meet the basic legal standards required for enforceability. Thus, exploring the legal foundations of these agreements is both timely and necessary.

Cooperatives are institutions grounded in values of solidarity, self-help, and democratic participation among members. Despite these ideals, the financial operations of cooperatives often mirror commercial banking practices. Loan documents issued by cooperatives frequently include standard clauses that serve institutional interests more than member welfare (Haykal et al., 2021; Yu, 2023). These may involve automatic penalties, rigid repayment terms, or limited access to legal recourse in the event of conflict (Gritsenko & Wood, 2022; Lannon et al., 2021). Members, particularly those with limited legal understanding, may unknowingly accept terms that are disproportionately unfavorable. The tension between cooperative philosophy and contractual practice raises important legal and ethical questions. Are cooperatives adhering to their founding values, or are they evolving into entities indistinguishable from profit-driven lenders? This dissonance warrants critical legal examination of how standard clauses are developed and enforced.

In Indonesian law, the validity of a contract is governed by four essential elements: mutual consent, legal capacity, a definite object, and a lawful cause. These requirements are articulated in Article 1320 of the Civil Code and form the foundation for all binding agreements (Harjono, 2023). However, genuine consent is called into question when one party is not granted an opportunity to negotiate or even reject certain clauses (Mercurio & Upreti, 2022; Tilton & Ichikawa, 2021). In cooperative lending, standard contracts are typically offered on a "take it or leave it" basis, depriving members of meaningful participation in contractual decision-making. Such practices may challenge the notion of agreement as a product of mutual will. Further complications arise when the content of these contracts includes terms that reduce or eliminate borrower rights. These issues create legal ambiguity, particularly in determining whether standard clauses constitute exoneration clauses under consumer protection law. Clarifying these matters is essential for legal consistency and fairness.

Indonesia's Consumer Protection Law (Law No. 8 of 1999) explicitly prohibits business actors from including terms that limit the rights of consumers. Yet cooperatives often argue that they do not fall within the scope of this law, citing their unique legal structure as member-based organizations (Rahajeng, 2022; Sacchetti & Tortia, 2020). This ambiguity leads to confusion over whether



cooperative members can be regarded as consumers for the purpose of legal protection (Meehan & Pinnington, 2021; van den Boom, 2023). When members engage with the cooperative as borrowers, their status becomes blurred—are they simply participants in a shared institution, or consumers entering a service contract? This uncertainty limits the effectiveness of consumer rights legislation in safeguarding cooperative members. The absence of clear classification has left many borrowers exposed to restrictive and unbalanced clauses. Addressing this legal gray area is critical to ensuring that cooperative lending remains consistent with both cooperative principles and national laws. It also calls for legislative or judicial clarification.

Judicial interpretations provide key insight into how standard clauses are assessed within Indonesia's legal system. Courts are tasked with determining whether such clauses align with contract law principles and whether they uphold or violate the rights of borrowers. Judges typically consider factors such as the clarity of the clause, the process by which the contract was formed, and the impact on the disadvantaged party. However, court rulings have been inconsistent, reflecting varied understandings of what constitutes fairness and balance (Armaly, 2021; Foran, 2022). This lack of uniformity can weaken the legal position of cooperative members, who may receive different levels of protection depending on the jurisdiction or judge (Mitsilegas, 2021; Simoncini, 2021). A notable example is a dispute resolved by the District Court of Kediri, involving a challenge to a standard loan clause. Although the court found the agreement valid, the decision raised questions about the adequacy of legal reasoning and the court's sensitivity to power imbalances. Case studies like this offer valuable material for examining gaps in legal enforcement.

Academic literature has long discussed the role of standard contracts in facilitating transactions while simultaneously questioning their fairness in imbalanced relationships (Busch et al., 2023; Wang et al., 2022). Scholars emphasize that while efficiency is important, it should not come at the cost of individual rights and freedoms. In the cooperative setting, the use of standard clauses becomes particularly contentious due to the institution's dual role as both a member organization and a financial service provider. This dual identity complicates accountability and may obscure institutional obligations to act fairly. Moreover, scholarly attention to the specific legal challenges faced by cooperative borrowers remains limited, particularly in Indonesia. The lack of doctrinal engagement with this issue leaves courts and policymakers without clear guidance. It also allows potentially unfair contractual practices to persist without proper oversight (Biewer et al., 2024; Green, 2022). Thus, a more focused academic investigation into this subject is overdue.

The urgency of this research is grounded in the practical realities faced by cooperative members subjected to standardized lending agreements. Many borrowers, especially those in rural or underserved areas, lack access to legal counsel or mechanisms for redress (Garz et al., 2021; Tarekegne & Sidortsov, 2021). In the absence of clear regulations or judicial consensus, cooperatives may continue to operate in legally ambiguous territory. This environment creates risks not only for individual borrowers but also for institutional integrity and trust. By exploring the Kediri court case and analyzing it within the broader legal context, this study aims to illuminate how Indonesian courts interpret and validate standard clauses in cooperative loans. The findings are expected to inform legal reforms, promote better contract drafting practices, and encourage stronger protections for members. Beyond its academic contribution, this research responds to real-world needs for fairness,



transparency, and legal clarity. As cooperative financial services expand, so too must the legal frameworks that govern them.

This background establishes a foundation for examining the legitimacy and enforceability of standardized clauses in cooperative loan agreements. It highlights the legal, ethical, and institutional tensions that arise when efficiency is prioritized over fairness (Blunden, 2022; Kapiriri & Razavi, 2022). The role of law in balancing these competing interests remains central to any discussion of contract legitimacy. As legal systems evolve to address new forms of contractual relationships, studies like this one become vital in providing grounded, context-specific insights. The ambiguity surrounding the legal status of cooperative members and the inconsistent treatment of standard clauses demand scholarly intervention (Novkovic et al., 2022; Ragab & Marzouk, 2021). A focused legal inquiry into these matters not only strengthens doctrinal clarity but also enhances legal accountability within the cooperative sector. Ultimately, this study seeks to contribute meaningfully to the development of more equitable lending practices. It encourages a reevaluation of current norms and supports the call for legal standards that align with cooperative values and democratic ideals.

Consumer protection in standardized contracts has become increasingly important, particularly in sectors where bargaining positions are unequal (Sciortino et al., 2025). A similar concern arises in cooperative loan agreements, which often include one-sided and non-transparent clauses (Sciortino et al., 2025). In the digital sphere, algorithm-based contracts and advertising frequently disguise manipulative practices, highlighting the need for stricter legal regulation (Xiao, 2025). Addressing issues like greenwashing, courts are encouraged to promote sustainability by enforcing legal norms that go beyond policy statements (Singh et al., 2025). In South Africa, class actions have been suggested as a way to protect consumers facing utility-related harm, especially when bound by rigid cooperative loan terms (Scott-Ngoepe, 2025). In Australia, transparency and institutional accountability in competition law are viewed as crucial principles that can also be applied to cooperatives (Clarke et al., 2025). A justice-based model for fair contractual arrangements is proposed for member-based institutions like cooperatives (Nofrial et al., 2025). In Indonesia, digital transactions still suffer from weak consumer safeguards, and cooperative depositors remain vulnerable when institutions collapse (Rosidah & Karjoko, 2025; Hasanah et al., 2025). Alternative dispute resolution (ADR) mechanisms in countries such as North Macedonia, Pakistan, India, and Turkey reveal structural limitations and a lack of consistent enforcement (Zdraveva, 2025; Khan, 2025; Gupta et al., 2025; Kaya & Sahin-Sengül, 2025). Finally, current legal challenges—ranging from digital dark patterns, jurisdictional ambiguities, and ineffective consumer redress systems in China to smart contracts and informal gig-work agreements—mirror the legal rigidity also found in cooperative lending practices (Hayati, 2025; Khandelia, 2025; Lu, 2025; Benseghir & Bendriss, 2025; de Oliveira, 2025; Petročnik, 2025; Rojak et al., 2025).

Research on consumer protection and standard form contracts has grown significantly in recent years; however, little attention has been paid to how these legal concepts apply within the unique structure of cooperatives, particularly in the context of loan agreements. Cooperatives operate with a dual identity as both service providers and member-driven organizations, which creates ambiguity in defining legal accountability and fairness. Most existing discussions focus on



commercial settings or digital consumer platforms, often ignoring the contractual realities within cooperatives where members may be subject to one-sided clauses without the opportunity for negotiation. Moreover, there is a lack of studies that examine actual legal rulings involving disputes over cooperative loan terms, which could provide meaningful insights into how fairness and consent are interpreted by the courts. This absence of focused analysis has left a critical gap in understanding whether cooperative members are adequately protected when entering into binding agreements that are pre-structured by the institution itself.

The purpose of this study is to investigate the legal status of standardized clauses used in cooperative loan agreements and to assess whether such clauses uphold the principle of fairness required under Indonesian law. The research focuses on evaluating whether members, as contracting parties, are provided with sufficient protection when contractual terms are determined unilaterally by the cooperative. By analyzing a specific case decided by the District Court of Kediri, this study aims to explore how the courts interpret legal validity and balance in member-based agreements. Through this examination, the research seeks to contribute to the legal understanding of contract enforcement within cooperatives and offer recommendations that support more just and equitable lending practices for member institutions.

METHOD

Research Design

This study adopts a normative juridical approach, focusing on the examination of legal norms and court decisions relevant to contract enforcement within cooperatives. The research is qualitative in nature and aims to analyze how standardized clauses are understood and evaluated in light of Indonesian contract law and consumer protection principles. Rather than collecting primary data through surveys or interviews, the study interprets written legal materials and judicial reasoning as its primary sources.

Participant

The concept of participant in this study refers not to individuals in the traditional empirical sense but to the legal entities involved in the selected case—namely, the cooperative as the lender and the member as the borrower. The research centers on their contractual relationship and how it is assessed within the legal proceedings of a formal dispute, particularly the case reviewed by the District Court of Kediri.

Instrument

This research relies on document-based instruments, primarily legal texts and case records. The main sources include statutory regulations such as the Indonesian Civil Code and the Consumer Protection Law, as well as internal cooperative regulations and judicial verdicts. These documents are used to extract legal concepts, identify interpretative patterns, and evaluate the alignment between law and practice in cooperative lending agreements.

Data Analysis

The collected legal materials are analyzed through a qualitative legal analysis method that employs deductive reasoning. The analysis begins with the identification of general legal principles, which are then applied to the specifics of the chosen court decision. This method allows the researcher to assess whether the contested contractual clauses align with legal standards of fairness, voluntariness, and proportionality, and to evaluate the extent to which judicial interpretation protects the rights of cooperative members.

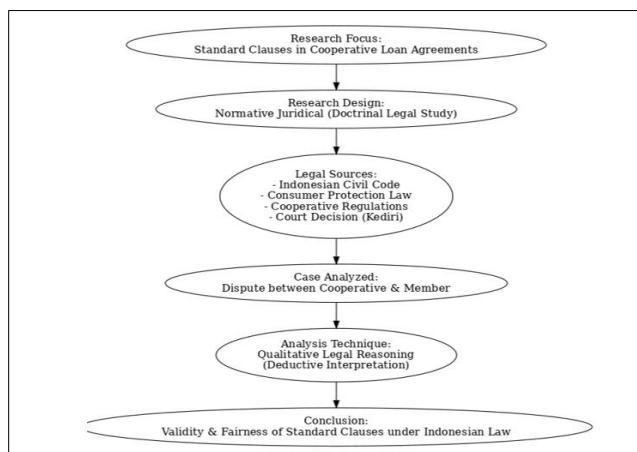


Figure 1. Legal Analysis Framework of Standard Clauses in Cooperative Loan Agreements

RESULTS AND DISCUSSION

Results

The analysis of the cooperative loan agreement dispute decided by the District Court of Kediri shows that the contract in question met all the formal requirements of a valid agreement under Indonesian civil law. These requirements include mutual consent, the legal competence of both parties, a clearly defined object, and a lawful cause. While the borrower raised objections to one of the contract clauses, claiming it was unfair and potentially harmful, the court found that the clause did not qualify as an exoneration clause and did not infringe upon the borrower's fundamental rights. The clause did not relieve the cooperative of its legal obligations or restrict the borrower's access to legal remedies. Consequently, the court upheld the validity of the agreement and ruled against the plaintiff. To provide a clearer picture of these findings, the key points assessed by the court are presented in the following chart:

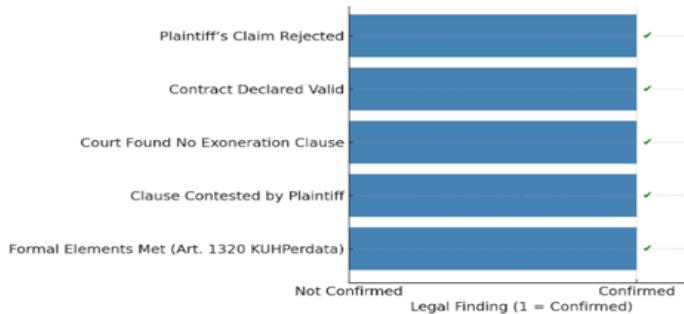


Figure 2. Judicial Findings in Cooperative Loan Agreement Case

As depicted in the chart, each element evaluated by the court was confirmed, including the fulfillment of legal contract criteria, the nature of the contested clause, its classification under consumer protection law, the overall enforceability of the agreement, and the final dismissal of the plaintiff's claim. This outcome reflects the court's emphasis on formal legal compliance while suggesting limited judicial intervention in assessing fairness beyond statutory interpretation.

Discussion

The court's validation of a cooperative loan agreement containing a standardized clause demonstrates a legal interpretation that prioritizes form over fairness. Although the contract met the formal requirements of Indonesian contract law, including consent and lawful cause, the circumstances under which the agreement was signed suggest a lack of genuine bargaining power for the borrower. This supports the position advanced by Nofrial, Abood, Shihab, and Susilo (2025), who emphasize that formal validity alone may not ensure equitable outcomes, particularly when standard clauses are imposed without room for negotiation. In cooperatives, members are often seen as both stakeholders and service recipients, which can obscure their position in legal disputes. Hasanah, Djulaeka, Zaman, Rusdiana, and Driss (2025) argue that credit union members frequently face vulnerabilities when legal protections are vague or underdeveloped. In the Kediri case, the clause under scrutiny was upheld, yet its fairness remained questionable given the cooperative's unilateral control over its content. This reflects the broader risk of procedural compliance overshadowing substantive justice in contractual relationships.

Related insights come from Sciortino, Sgroi, and Napoli (2025), who highlight how institutions may appear legally compliant while enacting practices that disadvantage users, such as in greenwashing strategies. Similarly, Singh, Kaunert, Lal, Arora, and Wongmasesak (2025) propose a stronger judicial role in ensuring that contract enforcement aligns with ethical standards and public interest, especially when one party holds significantly more power in the relationship, as is often the case with cooperatives drafting non-negotiable loan agreements. From a comparative perspective, Zdraveva (2025) and Khan (2025) stress the importance of accessible and fair resolution systems to protect individuals in weaker legal positions. Gupta, Bajpai, and Sivaraman (2025) reinforce this by showing that even where legal rights exist, ineffective enforcement mechanisms can limit their usefulness. The cooperative borrower in this study likely lacked the legal knowledge or institutional support to meaningfully contest the clause, suggesting that fairness must be interpreted not just from the text of the law, but from the broader context in which the contract was executed.

The growing use of digital systems in cooperative operations introduces further complexity. Xiao (2025) and Hayati (2025) point out that digital platforms can conceal unfair terms through confusing interfaces and vague disclosures. If cooperatives adopt such technologies without adequate regulation, borrowers may unknowingly accept terms that limit their rights. Therefore, legal analysis should evolve to address not only what is written in a contract, but how it is presented and whether it truly reflects informed consent. Clarke, Allan Fels, Fisse, Smith, and Middleton (2025) provide a regulatory viewpoint that reinforces the idea that institutional practices must be evaluated through both legal and ethical lenses. Their work in competition law shows that systemic fairness is not achieved merely through compliance but through accountability. Similarly, Rojak, Luthfy, and Jati (2025) discuss how consumer protections must be integrated into every level of a service, from pricing to delivery—a standard that should also apply to financial products offered by cooperatives.

In the context of technological advancement, Benseghir and Bendriss (2025) argue that legal safeguards must be integrated into smart contracts, including withdrawal options and transparency. Their research parallels the need for such protections in traditional cooperative contracts, where members typically have little say in contract formation. Ensuring procedural justice in both digital and traditional agreements requires mechanisms that go beyond formal validity and consider real-world power dynamics. Finally, de Oliveira (2025) and Petročnik (2025) explore how legal systems adapt to modern labor and contractual structures, drawing attention to the gaps between legal form and social reality. Their insights suggest that legal frameworks must remain dynamic to address evolving power imbalances, a principle directly applicable to cooperative lending. As demonstrated in this study, courts must balance legal certainty with fairness, especially when interpreting contracts within institutions founded on collective benefit and member empowerment.

Implications

This study highlights the need for a more responsive and equitable interpretation of standardized clauses in cooperative loan contracts. The reliance on formal contract elements by the judiciary, while legally sound, may not fully address the practical imbalance faced by cooperative members who lack the ability to influence or question contract terms. These findings suggest that legal actors, including judges and policymakers, should begin to assess contracts not only based on structure and legality, but also on how they affect the rights and positions of less empowered parties. The research also implies that cooperatives must take a more active role in promoting member literacy about legal agreements, ensuring that every member understands their obligations and protections. This has broader implications for how justice and transparency can be upheld in member-based financial institutions.

Limitations

The scope of this study is limited to a single case, which restricts its ability to reflect the full range of court decisions or legal interpretations across different jurisdictions in Indonesia. It is focused solely on the analysis of legal texts and judicial reasoning without including perspectives from cooperative members or practitioners who may offer real-world insights into how such clauses function in practice. Moreover, the internal structure and policies of cooperatives—factors that could influence the use of standard clauses—are not examined in depth. These boundaries limit the study's

generalizability and indicate the need for complementary research that incorporates both normative and empirical perspectives.

Suggestions

For future research, it would be beneficial to examine a broader set of court decisions involving cooperative loan agreements to identify consistent patterns or divergences in legal reasoning. Incorporating direct input from cooperative members through interviews or surveys could enrich the understanding of how standardized contracts are perceived and experienced on the ground. Regulatory bodies may also consider issuing clearer rules about what can and cannot be included in cooperative contracts to avoid misuse of standardized clauses. Internally, cooperatives should adopt more transparent and participatory mechanisms in drafting agreements to ensure that all parties have a fair voice in the process, in line with the cooperative principles of democracy and mutual benefit.

CONCLUSION

The findings of this study indicate that although cooperative loan agreements containing standardized clauses may formally meet the legal criteria established under Indonesian contract law, they do not always ensure fairness for the member involved. The examined court decision reflects a legal perspective that emphasizes procedural compliance without fully considering the limitations faced by cooperative members in negotiating or understanding contract terms. This highlights a critical need for judicial interpretations that not only assess the legality of agreements on paper but also evaluate the fairness of the contracting process. For cooperatives to truly uphold their principles of mutual responsibility and democratic engagement, legal safeguards must evolve to provide more balanced protection in agreements that rely on pre-determined terms.

AUTHOR CONTRIBUTION STATEMENT

Rokhmatun Hanifah was responsible for conceptualizing the study, conducting the legal analysis, and drafting the initial manuscript.

Adi Sulistiyo contributed to the theoretical framework and assisted with the doctrinal interpretation of statutory laws.

Pranoto participated in literature review synthesis and structured the case study evaluation.

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