

## Credit Agreement Addendum at Bank BJB KCP Jagasatru Kota Cirebon with Standard Clauses

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### Abstract

Bank credit agreement at BJB KCP Jagasatru Cirebon City, Bank Credit Agreement is one part of the credit agreement which is usually entered into by customers and banks, customers and witnesses using previously standardized clauses. However, this credit agreement is for the public; in this case, many customers have not implemented the addendum to their credit agreement. This research aims to analyze obstacles, solutions, equality of legal position, and implementation of bargaining negotiation positions for parties in carrying out addenda to credit agreements with standard clauses at Bank BJB KCP Jagasatru, Cirebon City. In cases of credit agreements with standard clauses in Indonesia by finding the ideal concept of credit agreements is found from the perspective of contractual justice. This research focuses on addenda to bank credit agreements with standard clauses to emphasize the implementation of rights and obligations in equal legal standing in contracts, so that credit agreements not only concern whether the contract is valid or not, but there is room for customer negotiation in the contract addendum as a win-win solution. This research method is library research in the form of qualitative research, in a legislative approach that inventories legal materials and clarifies them, a historical approach, a conceptual approach, and a philosophical approach in order to research and synchronize its implementation for customers and the banking business world based on empirical legal rules. To carry out an addendum to the credit agreement with standard clauses for the benefit of the customer in partial repayment, to create an ideal concept of a credit agreement in Indonesia, refer to the provisions of material law, formal law, and credit agreements, which prioritize bank negotiations and agreements and avoid harm.

**Keywords:** *Credit Agreement Addendum, Standard Clauses, and Parties.*

### Introduction

In the reality of daily life, most customers have entered into a bank contract with a standard clause, although it tends to benefit the company or creditors, but the development is easy to carry out the development of the agreement law has an impact on new forms of the law that require effective, simple, practical, and fast processes that allow in the principle of freedom of contract and customers do not all read, understand, observe and study in depth For the sake of articles related to rights and obligations to the agreed object after signing a bank credit agreement with a financing product that refers to the terms of the validity of the contract, the deepening of the bank credit agreement with the standard clause is intended:

1. To protect customers/people who are trying to pay off the principal debt in stages at BJB KCP Jagasatru Bank Cirebon City, with the principle of a win-win solution to pay off debts and the sustainability of bank business transaction aspects.
2. To provide convenience to the customer in the addendum to the bank credit agreement, if requested by the customer, and it is an obligation for the parties.
3. To protect and uphold an equal, balanced, and fair legal position in bank credit agreements for the parties who are bound by each other.

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Opening up negotiation space because the standard clause tends to benefit the party who makes it in this case is the company or creditor, where the creditor has enough time to make the agreement clause, while the community/debtor does not have enough space to negotiate the clauses in the agreement, even the community itself is not all friendly with the terms contained in the standard clause.

Article 1338 of the Civil Code states that "All agreements made in accordance with the Law shall be valid as law for those who make them. Consent cannot be withdrawn other than by the agreement of both parties or for reasons of reasons specified by law.

Approval must be carried out in good faith," and to Article 1813 of the Civil Code.

By using analytical descriptive methods and normative juridical approaches, it is attempted to analyze the validity of the standard clauses in the contract in addition to being juxtaposed with several court decisions in considering and deciding the standard clauses in the contract as well as Law Number 8 of 1999 concerning Consumer Protection, where the inclusion of standard clauses in contracts is not prohibited, as long as it does not contain substance or form that is contrary to the Law. The standard clause is a manifestation of the principle of freedom of contract, which is contained in the Law and Sharia Treaty Law. However, in reality and its implementation, this clause becomes a restriction on contracting. The dynamics of the digital era of the millennial generation of a law-literate society and the milestone of contractual justice will be an inevitability of future needs in relation to building welfare with the concept of contractual justice that makes customers and banks happy. As a result of the law arising from the application of standard clauses in bank or non-bank credit contracts that are contrary to the UUPK, in accordance with the provisions of Article 18, paragraph (3) of the UUPK, the standard clause becomes null and void. In the event of nullity for the sake of the law, Article 18, paragraph (3) of the UUPK does not necessarily apply, because Article 62, paragraph (1) regulates the imposition of criminal sanctions for violations of Article 18 of the UUPK. So that the authority to cancel the standard clause is in the hands of the local District Court where the case is filed by the customer.

Credit agreements have an equal legal position for those who are mutually binding, it is difficult for low-income low-income low-income employees to get out of bank debts and injustice occurs continuously and far from the principle of justice, the intention of serious efforts and real actions is not beneficial, there is no partiality for banks to help customers in paying off debts because it is only for business interests and for the community or low-income low-income employees it is deepening buried and even difficult to get out of bank debt. Depriving the customer of the right to justice and arbitrariness of the bank's authority, because in essence everyone's conscience wants to pay off the debt and does not want to pay it off, which is very contrary to Article 1338 of the Civil Code that "All agreements made in accordance with the Law are valid as laws for those who make them.

Through Law Number 8 of 1999 concerning Consumer Protection, the inclusion of standard clauses in contracts is not prohibited, as long as it does not contain substance or form that is contrary to the Law. Basically, the standard clause is a manifestation of the principle of freedom of contract, which is contained in the UUPK and Sharia treaty law. However, in reality and its implementation, this clause becomes a restriction in contracting. The implementation of standard clause rules is reviewed from the behavior of consumers and business actors has an impact on the effectiveness of supervisory institutions and dispute resolution institutions, standard clauses, although they have not appeared massively sometime in the future, with the development of the dynamics of the digital era, millennials, generations of a law-literate society and contractual justice milestones, it will be an inevitability of future needs in relation to building welfare with the concept of contractual justice that makes people happy.

As a result of the law arising from the application of standard clauses in bank or non-bank credit contracts that are contrary to the UUPK, in accordance with the provisions of Article 18, paragraph (3) of the UUPK, the standard clause becomes null and void. In the event of nullity for the sake of the law, Article 18, paragraph (3) of the UUPK does not necessarily apply, because Article 62, paragraph (1) regulates the imposition of criminal sanctions for violations of Article 18 of the UUPK. So that the authority to cancel the standard clause is in the hands of the local District Court where the case is filed by the customer.

### **Research Objectives**

1. To examine the obstacles and solutions to the credit agreement addendum with standard clauses at Bank BJB KCP Jagasatru Cirebon City, carried out by the parties.
2. To assess the equality of the legal standing of the parties and the implementation of the negotiation position in making an addendum to the credit agreement with standard clauses and

to impose obligations if requested by the customer in making efforts to partially or expedite the principal repayment of the debt.

3. To provide understanding to banks in providing ease of addendum to standard clause agreements for customers.

## **Method**

### **Research Paradigm**

The paradigm in this study is a constructive paradigm, a paradigm in finding a reality related to the reconstruction of credit agreements with standard clauses as protection for customers based on the value of fairness.

### **Research Approach**

The problem approach used in this dissertation research is the socio-legal research approach method, which consists of socio research and legal research. Socio-legal research, according to Soerjono Soekanto, is "an in-depth examination of social facts to then try to find a solution to the problems that arise in the symptoms in question." This research tries to reconstruct credit agreements with standard clauses as customer protection based on the value of fairness.

### **Research Description**

Zainuddin Ali stated that legal research consists of normative or doctrinal legal research and empirical legal research. In this dissertation research proposal, the legal research used is descriptive and analytical to find the law regarding the addendum of bank credit agreements with standard clauses at Bank BJB KCP Jagasatru Cirebon City.

### **Types and Sources of Research Data**

Primary Data is data obtained directly in the field in the form of observations and interviews (Observation at Bank BJB KCP Jagasatru Cirebon City) in the West Java region and interviews with customers, the majority of whom are civil servants in Cirebon City and other customers.

Secondary data is data obtained from the Library, which consists of:

- a. Primary legal materials that are binding, such as laws and other regulations in this study are Law Number 8 of 1999 concerning Consumer Protection, Law Number 7 of 1992 concerning Banking, Law Number 21 of 2011 concerning the Financial Services Authority, and other laws or regulations that regulate banking and the Civil Code (KUHPer).
- b. Secondary legal materials that are not binding, such as books, journals, articles, papers, the internet, and others.
- c. The resulting legal materials are in the form of legal dictionaries and encyclopedias that support primary and secondary legal materials.

### **Data collection techniques**

#### *a. Observation*

Primary data collection by visiting the research location, then conducting direct research on the research object to find out the implementation of credit agreements with standard clauses at Bank BJB KCP Jagasatru.

#### *b. Interview*

The interview technique was carried out directly to the research sample, namely, creditors with standard clauses, entrepreneurs who provide outsourced labor services, in the Semarang area and its surroundings. Interviews are conducted using guidelines/question guides so as not to deviate from the problem being researched, while interviews consist of:

- a) Customer of Bank BJB KCP Jagasatru Cirebon City.
- b) Bank BJB KCP Jagasatru Cirebon City.
- c) Credit section of Bank BJB KCP Jagasatru Cirebon City.
- d) Legal part of Bank BJB KCP Jagasatru Cirebon City.

- e) To obtain more complete data, in addition to direct observation, questionnaires will also be sent to research sources, in this case, including the elements of Bank BJB KCP Jagasatru Cirebon City Customers, Bank BJB KCP Jagasatru Cirebon City, Bank BJB KCP Jagasatru Cirebon City credit section, and Legal Section of Bank BJB KCP Jagasatru Cirebon City.

### Study Literature

This literature study is an activity to collect information that is relevant to the topic or problem that is the object of research.

This information can be obtained from books, scientific papers, theses, dissertations, encyclopedias, the internet, and other sources. By conducting a literature study, the researcher can utilize all the information and thoughts relevant to their research. The role of literature study before research is very important because by doing this activity, the relationship between problems, relevant research, and theory will become clearer. In addition, research will be more supported, both by existing theories and by real evidence, namely research results, conclusions, and suggestions.

### Data Analysis Techniques

The data that has been obtained from the results of the research is then continued with qualitative data analysis, which involves analyzing data based on its quality, then described using words so that a discussion or explanation is obtained in the form of a systematic and understandable sentence, and then conclusions are drawn.

### Results and Discussion

Employees within the Cirebon City Regional Government consist of civil servants (PNS) and government employees with employment agreements (P3K):

**Table 1 Employee Data in 2024**

No	State Civil Apparatus (ASN)	Sum	Unit
1	Civil Servants (PNS)	3.836	Orang
2	Government Employees with Employment Agreements (P3K)	1.251	Orang
	Total Amount	5.087	Orang

**Table 2 Employee Data in 2024**

Yes	State Civil Apparatus (ASN)	Age Group 50-59 years old	Age Group < 50 years old	Sum	Unit
1.	Civil Servants (PNS)	1.781	2.055	3.836	Person
	Total Amount			5.087	Person

The number of 5,087 people, civil servants 3,836, and P3K 1,251, data of 2024. The 50-59 year old age group dominates with 1,781 ASN; the group of productive civil servants under 50 years old numbers 2,055.

**Table 3 Employee Data in 2025**

No	State Civil Apparatus (ASN)	Sum	Unit	Pay Roll Salary	User Bank BJB Credit	Percentage
1	Civil Servants (PNS)	3.836	Orang	Bank BJB	3,797.64	99%
2	Government Employees with Employment	1.251	Orang	Bank BJB	1,238.49	99%

	Agreements (P3K)					
	Total Amount	5.087	Orang		5,036.13	

Data from interviews with employees who have repaid Bank BJB loans until 2025.

**Table 4 Employee Customer Data in 2025**

No	ASN Name	Payment obligations are contained in the agreement.					
		Tree Residue	Interest	Fine	Costs	Penalty of 5 times the interest	Other Administration
1.	DR. Abdul Soleh, S.Pd., MM.	170.000.000	v			10.000.000	8.000.000
2.	Nurudin, SE., M.H.	160.040.116	v			7.620.960	
3.	Firda Astrid, ST	100.000.000	v			v	
4.	Fauzia Hanum, SAB, M.Si	150.000.000	v			7.500.000	

**Table 5 Employee Customer Data in 2025**

No	Nama ASN	Payment obligations that are not in the agreement.				
		Interest	Fine	Costs	Penalty of 5 times the interest	Other Administration
1.	DR. Abdul Soleh, S.Pd., MM.			v		v
2.	Nurudin, SE., M.H.					
3.	Firda Astrid, ST			v		v
4.	Fauzia Hanum, SAB, M.Si			v		v

**Table 6 Employee Data in 2025**

No	State Civil Apparatus (ASN)	Sum	Unit	User Percentage Bank BJB Credit <sup>3</sup>
1	Civil Servants (PNS)	3.836	Orang	55-57%
2	Government Employees with Employment Agreements (P3K)	1.251	Orang	55-57%
	Total Amount	5.087	Orang	

### **Information:**

No. 1 repayment with the system of saving freezes the balance in the customer's account is equal to the value that has been paid off, but the deduction of the repayment balance is carried out 1 (one) month after the submission is agreed by the parties. There is a tendency to delay repayment.

No. 2 repayment in cash through the credit section and deposited to the Bank BJB teller, and handing over all guarantees, disbursement of 1 (one) installment block money, and the remaining money per month within 14 (fourteen) working days, and will be deposited into the customer's account, only served for repayment on the 1st of the month.

No. 3 repayment in cash through the credit section and deposited to the teller of Bank BJB and handing over all guarantees, disbursement of block money 1 (one) installment and the remaining money per month with 14 (fourteen) working days and will be deposited into the customer's account, only served for repayment on the 1st of the beginning of the month, there is a tendency to delay repayment.

No. 4 repayment with cash through the credit section and deposited to the Bank BJB teller and handing over all guarantees, disbursement of 1 (one) installment block money and the remaining money per month with 14 (fourteen) working days and will be deposited into the customer's account, only served for repayment on the 1st of the month at the beginning of the month, there is a tendency to delay repayment.

The use of standard clauses for penalties cannot be replaced or eliminated at the time of payment for customers. The request for changes to the credit agreement (PK) cannot be fulfilled or changed with the parties because the bank's internal rules have not accommodated and there are only about 10 people every year that are challenging and the bank's achievement target that must be obtained from customers in the future if the applicant increases, the bank will open up space for changes in the bank's internal rules. Each customer gets a different service at the time of repayment for those who deposit runai, and the freezer system saves the balance in the account.

In the application of the principle of balance and freedom of contract, there must be certain restrictions by the presence and intervention of the state so that the fulfillment of the principle of balance of credit agreements for the parties to the agreement can be realized in the form of a credit addendum that is still mutually beneficial.

In order to protect and prioritize protection for the parties to the bank credit agreement, the role of law enforcement must be present in the prosecution and termination of cases related to disputes and the restriction of the standard clause which is massive on the principle of freedom of contract and there is still a mindset of competing for dominance in the agreement, so that the legal relationship remains an opponent of the agreement (counter-promise) which should from the beginning of the agreement to the end of the contract remain a partner of the agreement (partner of promise). The legal relationship between the debtor and the creditor must establish a fiduciary relationship (a relationship of trust and responsibility between the parties), a confidential relationship (a confidential relationship between the parties), and a prudential relationship (a relationship of discretion between the parties).

The foundation of our legal state, based on Pancasila, mandates that the customer's position is the dominant of a weak position and must be protected in credit agreements that apply the principle of freedom of contract, which is applied absolutely through bank mechanisms that are detrimental to the community.

The principle of freedom in contract will be useful when all parties have equal power. However, if one of the parties is in a weak state, the party with a stronger position will be able to determine the content of the agreement unilaterally. The legal relationship between depository customers (creditors) and debtor customers (debtors) is the relationship between the initial source of funds obtained from the management of public money that cannot be separated by the role of banks. The legal relationship of the obligation must exist with the principle of freedom of contract between the depository customer (creditor) and the bank in relation to giro, deposits, and savings.

The funds distributed by the bank in the form of credit to debtor customers (debtors) are most of the funds deposited by the depository customers. Securing credit distribution will not only have a great effect on the protection of customers as debtors but also on the protection of the overall monetary situation. The ownership status of funds deposited or handed over by the depository customer to the bank in the form of deposits, savings, or other accounts. Likewise, the status of ownership of funds obtained by the customer as a debtor from the bank as a creditor in the credit relationship.

The nature of the legal relationship between banks and customers, both depositor customers and debtor (debt) customers, varies depending on the type of service or transaction carried out civilly. With different characteristics between the Bank and the Depository Customer (Current Account, Savings, Deposit), because the customer deposits his money to the bank, because he receives the depositor's money and is obliged to return it according to the agreement (agreement), even though it looks like a deposit, legally it is not a pure deposit, because the bank can use the money for business activities (based on fiduciary principles), the characteristic is that the bank is not obliged to return the money in its entirety in the form of a same, but with the same nominal value and the Bank provides a return in the form of interest or profit sharing (if an Islamic bank). Between the Bank and the Debtor Customer (Fund Borrower), the Bank (creditor) for providing the loan and the customer (debtor) for receiving the loan and being obliged to return according to the agreement in the form of credit guarantees, both in the form of working capital loans, investments, consumption, and others, in conventional banks accompanied by interest, while in Islamic banks using contracts such as murabahah, mudharabah, ijarah, and others, characteristics are complemented by collateral (collateral), both personal (e.g., guarantee) and tangible (e.g., land certificate). The bank has the right to collect, confiscate collateral, or take legal action if the customer defaults. Banks are faced with customers who are conglomerates, so the bank's position is weak. The cancellation of bank credit agreements is based solely on the principle of freedom of contract. The content or the clause can be very biased, which will protect the interests of the stronger party more.

Bank Indonesia and the bank's head office have never established rules that prohibit debtor customers from discussing or requesting changes to the provisions of credit agreements that have been determined by the bank. However, any changes to these provisions must be obtained a decision and approval from the relevant bank. The head or branch head of the bank in the region does not have the right to approve the changes desired by the debtor customer. In addition, the negotiation process for these provisions is considered time-consuming and mind-consuming for credit officers and bank branch leaders who generally do not understand the legal aspects involved, and also, the process to get a decision from the bank's head office often takes a long time. Given that currently the number of people who need credit (prospective debtors) is much more than the number of credits that can be provided by the bank, the bank branch leaders prefer to only serve prospective debtors who are willing to accept the existing conditions without any changes, which have been prepared by the bank's head office. This is done instead of serving prospective debtors who want to negotiate the terms of the credit agreement. This situation is further exacerbated by the fact that most debtors are small entrepreneurs or weak economic groups, who often do not feel the need to try to negotiate the terms of the credit agreements they receive

In accordance with the format of the bank credit agreement, which is a loan-borrow contract, the funds invested by the depositor customer in the bank and remain in deposit, the ownership status has moved to the bank's property. Therefore, the funds provided by the bank in the form of credit are the property of the bank, not the property of the depository customer. The position of the bank or the client can be different when the loan is approved, when both parties negotiate to make a loan contract, compared to when the loan has been given and used by the customer. The position of each party also depends heavily on the category of debtor customers who receive loans, namely, whether the customer belongs to the group of entrepreneurs who have a weak economy, medium entrepreneurs, or entrepreneurs in the conglomerate category.

The means and efforts provided by the regulations in Indonesia are not sufficient to protect banks as borrowers in terms of contract enforcement of loan agreements. On the other hand, court rulings in Indonesia often reflect preferences that favor debtor customers, arguing that there is an imbalance of position in the loan agreement and that some of the clauses in the agreement are considered inconsistent with norms or fairness, or that the bank's actions are considered unlawful. Courts tend to ignore the legal principle that debtors are obliged to pay off their debts and do not consider in their decisions that loans provided by banks are sourced from customers' deposits. Most of them are small consumers who also need to be protected. The collapse of a bank's credit portfolio will ultimately harm the interests of customers who keep funds in the bank.

Loan agreements from commercial banks in Indonesia usually have clauses that, if evaluated based on standards such as the principles of public order, compliance, the principles of justice, good faith, and the principle of abuse of conditions or abuse of economic power, then these clauses become a burden for the debtor or burden the bank. In Islamic Sharia law, debts must be paid to every Muslim

who is in debt. If they are unable to pay on time, the debtor is obliged to provide a grace period until they can pay in full.

Given that many standard agreements used in the business world in Indonesia are unfair and tend to harm consumers with some unreasonable provisions, the government should immediately make regulations that regulate the content and application of standard agreements as a whole, including those specifically used in the banking sector.

## **Conclusion**

The State Civil Apparatus (ASN) consists of 3,836 Civil Servants (PNS) and Government Employees with Employment Agreements (P3K). 1,251 new BJB Bank Credit Users, around 55-57%. The use of standard clauses for penalties cannot be replaced or eliminated at the time of payment for customers. The request for changes to the credit agreement (PK) cannot be fulfilled or changed with the parties because the bank's internal rules have not been accommodated, and there are only about 10 people every year who challenge the bank's achievement targets that must be obtained from customers.

Each customer gets a different service at the time of repayment for those who deposit runai, and the freezer system saves the balance in the account. In the application of the principle of balance and freedom of contract, there must be certain restrictions by the presence and intervention of the state so that the fulfillment of the principle of balance of credit agreements for the parties to the agreement can be realized in the form of a credit addendum that is still mutually beneficial.

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