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Legal Protection for Borrowers in Default on Online Loan Agreements

Perlindungan Hukum Bagi Peminjam Dalam Wanprestasi Pada Perjanjian Pinjaman Online

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Abstract

This study critically examines the complex intersection of debtor default, personal data protection, and algorithmic governance within P2P lending platforms operating in Indonesia. Classical contract law under the Civil Code consistently fails to accommodate the structural asymmetries of digital agreements, wherein personal data is illegally weaponized as a de facto guarantee during default debt collection. Employing a normative legal methodology with both statutory and conceptual approaches, this paper systematically deconstructs the persistent illusion of preventive and repressive consumer protection mechanisms. The findings reveal that digital consent is systematically manufactured through predatory dark patterns, while existing dispute resolution frameworks remain slow against real time, irreversible social character assassination. Consequently, this study introduces the novel paradigm of integrated strict liability. This prescriptive model dictates that any algorithmic privacy violation by fintech platforms automatically forfeits their civil debt recovery rights, rendering the underlying electronic loan agreement null and void to definitively restore equity.

Abstrak

Penelitian ini mengkaji secara kritis persinggungan kompleks antara wanprestasi debitur, pelindungan data pribadi, dan tata kelola algoritmik pada platform pinjaman P2P yang beroperasi di Indonesia. Hukum perjanjian klasik dalam KUHPerdata secara konsisten gagal mengakomodasi asimetri struktural dari kontrak elektronik, di mana data pribadi dijadikan senjata ilegal sebagai jaminan de facto selama penagihan utang macet. Menggunakan metodologi hukum normatif melalui pendekatan perundang-undangan dan konseptual, artikel ini secara sistematis mendekonstruksi ilusi persisten dari mekanisme pelindungan konsumen preventif dan represif. Hasil temuan mengungkapkan bahwa persetujuan digital diproduksi secara sistematis melalui pola manipulasi gelap, sementara kerangka penyelesaian sengketa yang ada tetap lambat terhadap pembunuhan karakter sosial yang ireversibel dan seketika. Oleh karena itu, penelitian ini memperkenalkan paradigma baru berupa tanggung jawab mutlak terintegrasi. Model preskriptif ini menetapkan bahwa setiap pelanggaran privasi algoritmik oleh platform teknologi finansial secara otomatis menggugurkan hak penagihan perdata mereka, menjadikan perjanjian pinjaman elektronik batal demi hukum untuk memulihkan keadilan asimetris.

A. INTRODUCTION

1. Background

The debt collection practices in peer-to-peer (P2P) lending, which culminate in the egregious exploitation and dissemination of debtors' personal data, demonstrate a profound clash of norms between classical private law doctrines and the realities of financial technology. Conventional contract law, which grounds the debtor-creditor relationship in the principles of freedom of contract and *pacta sunt servanda*, is frequently weaponized by digital platform operators as an absolute justification to execute debt collection measures that grossly transgress the bounds of commercial reasonableness. This phenomenon precipitates a critical jurisprudential tension and a regulatory void, wherein a contractual default is reduced to a unilateral pretext for infringing upon the debtor's constitutional right to privacy. Rather than being adjudicated through the appropriate mechanisms of civil litigation, default disputes within the Indonesian P2P lending sector have devolved into a form of digital vigilantism that exploits the lacunae in electronic contract law.

As a normative matter, the lending relationship is subject to the essential elements of a valid contract as exhaustively enumerated in Article 1320 of the Indonesian Civil Code (KUHPerdata).[1] However, the provisions of the Civil Code were fundamentally predicated upon conventional legal relationships characterized by equal bargaining power, and thus fail to accommodate the asymmetric nature of digital contracts. Peer-to-peer lending utilizes electronic contracts of adhesion that dictate the digital consent framework, effectively treating the debtor's personal data as *de facto* collateral for both verification and collection mechanisms. In response to these dynamics, the government, acting through the Financial Services Authority (OJK), promulgated OJK Regulation Number 10/POJK.05/2022 to circumscribe debt collection practices, an effort that aligns with the privacy protection mandates codified in Law Number 27 of 2022 on Personal Data Protection (the PDP Law).

Despite the existence of these regulatory instruments, contemporary scholarly discourse on legal protection in fintech disputes is sharply polarized into three primary schools of thought. The first camp examines this issue exclusively through the lens of contractual compliance and the debtor's duty of good faith, as represented by the studies

[1] Raden Subekti and Raden Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*, 41st ed. (Jakarta: Pradnya Paramita, 2014). Hal, 115.

of Karima et al. and Yambo et al., advancing the conventional argument that the mitigation of default can be adequately resolved through private debt restructuring.[2,3] Conversely, the second camp pivots the debate toward the consumer protection regime, wherein studies by Mahmudi & Alfiana, alongside Fuad et al., emphasize the vitiation of consent resulting from the unequal bargaining power inherent in the operators' standard form clauses. Mediating between these two highly private-law-centric perspectives, a third camp, spearheaded by Febrian et al., advances a data privacy law approach, arguing that information extraction within the fintech ecosystem constitutes an offense whose destructive impact transcends the confines of the debtor-creditor relationship.[4,5,6] The conflict among these three schools of thought evinces a distinct fragmentation within the discourse, wherein scholars have yet to achieve a convergence that harmonizes contractual default with administrative liability for data misappropriation.

The fundamental gap in the antecedent literature lies in a theoretical blind spot that dissects contractual default, consumer protection, and data privacy into mutually exclusive, dogmatic silos. Prescriptively, divorcing private law analysis from the data protection regime in fintech disputes inevitably yields legally deficient and inapplicable conclusions. The failure of prior literature to construe the dissemination of personal data as an instrument of extrajudicial enforcement renders contract law doctrine devoid of its binding efficacy. Such a piecemeal approach fatally ignores the empirical reality that P2P lending defaults never occur in a vacuum, but rather invariably intersect with the commodification and weaponization of the debtor's data. Consequently, the protective remedies proposed thus far are impotent; they merely scratch the surface of the civil dispute without severing the chain of impunity for privacy violations committed by digital platforms.

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[2] Shifa Karima, Dewi Iryani, and Hartana Hartana, "Perlindungan Hukum Terhadap Debitur Yang Beritikad Baik Dalam Wanprestasi Gagal Bayar Pinjaman Uang Berbasis Teknologi," *Syntax Idea* 6, no. 11 (November 29, 2024): 6686–92, https://doi.org/10.46799/syntax-idea.v6i11.11171.

[3] Dhaly Grendy Yambo, Lauddin Marsyuni, and Aan Aswari, "Kekuatan Hukum Perjanjian Pinjam Meminjam Uang Berbasis Teknologi Informasi," *Legal Dialogica* 1, no. 1 (2025): 1–13, https://jurnal.fh.umi.ac.id/index.php/legal/article/view/1570.

[4] Diana Ali Mahmudi and Rita Alfiana, "Kebebasan Berkontrak Dalam Perjanjian Pinjaman Online Dan Implikasinya," *Jurnal Pengabdian Masyarakat Dan Riset Pendidikan* 4, no. 3 (January 3, 2026): 16236–42, https://doi.org/10.31004/jerkin.v4i3.4597.

[5] Fuad Fuad, Rio Rama Baskara, and Anas Urbaningrum, "Desain Perlindungan Hukum Bagi Konsumen Dan Data Pribadi Untuk Kegiatan Usaha Menggunakan Fintech Di Indonesia," *Jurnal Rectum* 7, no. 1 (January 31, 2025): 176–87, https://jurnal.universitasdarmaagung.ac.id/jurnalrectum/article/view/5360.

[6] Febrian Febrian, Indrawan Yoswanda Saputra, and Diana R.W. Napitupulu, "Implikasi Hukum Terhadap Perlindungan Data Pribadi Dalam Transaksi Fintech," *Rechtsnormen Jurnal Komunikasi Dan Informasi Hukum* 4, no. 1 (August 27, 2025): 21–30, https://doi.org/10.56211/rechtsnormen.v4i1.1153.

In response to this dogmatic impasse, this article advances the central thesis that the Civil Code regime has forfeited its legitimacy in adjudicating online lending default disputes unless it is strictly subordinated to the personal data protection regime and the administrative sanctions of the OJK. The legal academy and the judiciary are compelled to recognize that digital default is no longer merely a private breach of contract, but rather a hybrid dispute that infringes upon the constitutional rights of citizens. As its primary novelty and prescriptive conclusion, this research constructs a paradigm of "integrated strict liability." Under this theoretical framework, it is proposed that the operator's civil right of action to collect the debt be automatically rendered null and void as a matter of law should the platform be proven to have engaged in the illicit dissemination of personal data. This cross-regime integration is absolutely imperative to redefine the architecture of financial consumer protection and to rectify asymmetric justice in the era of the algorithmic society.

2. Research Questions

In light of the preceding background, the absence of a regulatory framework that comprehensively integrates the classical private law regime with the digital financial ecosystem engenders systemic vulnerabilities for debtors. Accordingly, this research formulates two principal legal questions that establish the analytical trajectory of the ensuing discussion, namely:

a. How should the current legal regime for debtor protection be evaluated in adjudicating default disputes within online lending services?
b. What constitutes the ideal construct of legal protection, encompassing both preventive and remedial measures, to deter unlawful debt collection practices and the misappropriation of debtors' personal data?

3. Research Methods

This research employs a doctrinal legal research methodology, focusing on the reconstruction of legal norms pertaining to debtor protection within online lending agreements. A statutory approach is utilized to dissect the coherence among the Civil Code, the PDP Law, and OJK regulations, whereas a conceptual approach is employed to deconstruct the conventional doctrine of default, thereby rendering it adaptable to the exigencies of the digital economy.[7]

[7] Peter Mahmud Marzuki, *Pengantar Ilmu Hukum* (Jakarta: Kencana Prenada Media Group, 2013). Hal, 177.

Primary legal sources comprise binding statutory and regulatory authorities, whereas secondary legal materials encompass contemporary literature and leading law reviews from the preceding five years to fortify the thematic synthesis. The legal analysis is executed through a qualitative and analytical framework, employing systematic and teleological interpretation. A method of deductive syllogism is utilized to evaluate the validity of positive legal norms, which serve as the major premise, against the empirical realities of digital debt collection practices, which act as the minor premise. Through this methodology, the research transcends a mere exposition of positive law; rather, it constructs a novel paradigm of integrated strict liability as a prescriptive remedy for the identified legal lacunae.[8]

B. DISCUSSION

1. Default in Online Lending Agreements: From Private Enforcement to Social Enforcement

Default within the peer-to-peer (P2P) lending ecosystem can no longer be reductively characterized as a mere failure to perform contractual obligations pursuant to Article 1238 in conjunction with Article 1243 of the Indonesian Civil Code. Within the architecture of digital finance, platform operators do not rely upon traditional property-based security interests, such as fiduciary transfers or mortgage rights. Instead, operators extract the debtor's personal data during the pre-contractual phase and engineer it to function as a *de facto* security interest. This paradigm shift in the underlying collateral radically alters the anatomy of contractual default. Upon a debtor's default, the remedial action executed by the platform eschews civilized civil litigation in favor of "social enforcement" through the dissemination of personal data, identity misappropriation, and digital harassment directed at third parties. This transformation starkly exposes the impotence of the classical private law regime, wherein contract law is unilaterally exploited to legitimize the deprivation of constitutional privacy rights.

As a normative matter, the asymmetry of such electronic contracts contravenes the prohibition against exploitative standard form clauses codified in Article 18 of Law Number 8 of 1999 on Consumer Protection (UUPK). Mahmudi and Alfiana contend that consumer protection instruments are prescriptively capable of shielding debtors from

[8] Mukti Fajar, *Dualisme Penelitian Hukum Normatif Dan Empiris* (Yogyakarta: Pustaka Pelajar, 2013). Hal, 107

unilateral exculpatory clauses.[9] However, this argument remains mired in a normative utopia. Empirically, the UUPK regime has proven impotent when confronted with the algorithmic dominance of fintech. Article 18 of the UUPK fails to invalidate the misappropriation of data, because operators systematically take refuge behind the illusion of user "consent"—a construct artificially engineered in the absence of any meaningful bargaining power. Herein lies the theoretical flaw that antecedent literature has failed to discern: secondary oversight instruments, such as OJK Regulation Number 10/POJK.05/2022, similarly lack substantive remedial enforcement authority, as they merely prescribe standards of conduct and administrative compliance without providing any legal instrument to rescind the underlying debtor-creditor equilibrium itself.[10]

In response to this doctrinal impasse, online lending disputes must be deconstructed through the paradigm of integrated strict liability. Under this thesis, data protection law does not operate in parallel with private law; rather, it hierarchically assumes control over the dispute. It is proposed that the operator's civil right of action to collect the debt be construed as automatically null and void as a matter of law should the platform be proven to have unlawfully executed upon personal data as collateral. The integration of data security guarantees as a *conditio sine qua non* for the enforceability of the debt contract will sever the chain of impunity for digital platforms. This radical approach not only vitiates the morally defective claims of debtor default, but also compels operators to internalize the damages resulting from the tortious conduct they themselves initiated.[11]

Furthermore, the complexity of civil liability is rendered increasingly acute when confronted with operational disruptions constituting a digital *force majeure*. Conventional analyses, as espoused by Hadrian and Wangsalegawa, frequently frame the phenomenon of default purely as a manifestation of a crisis of good faith and mere insolvency.[12]

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[9] Mahmudi and Alfiana, "Kebebasan Berkontrak Dalam Perjanjian Pinjaman Online Dan Implikasinya."
[10] Kegagalan rezim pelindungan data dan instrumen OJK dalam menjangkau eksekusi di luar hukum dapat dikonfrontasikan dengan argumen normatif yang ditawarkan dalam studi Yambo, Marsyuni, and Aswari, "Kekuatan Hukum Perjanjian Pinjam Meminjam Uang Berbasis Teknologi Informasi."
[11] Konsep *integrated strict liability* ini memperluas dimensi perlindungan yang selama ini masih berorientasi sempit pada mitigasi kerugian platform. Untuk perbandingan mengenai beban tanggung jawab perdata, lihat: Rahmiati Rahmiati et al., "Pinjaman Online Yang Bertanggung Jawab: Peran Kreditur Dalam Mengurangi Risiko Wanprestasi Dan Melindungi Debitur," *Jurnal Abdimas Indonesia* 5, no. 1 (March 8, 2025): 358–68, https://www.dmi-journals.org/jai/article/view/1384.
[12] Endang Hadrian and Truly Wangsalegawa, "Kekuatan Hukum Perjanjian Elektronik Dalam Transaksi Hutang Piutang Di Indonesia: Tantangan Dan Solusi Menghadapi Fenomena Gagal Bayar," *Jurnal Siber Multi Disiplin* 3, no. 2 (August 3, 2025): 78–85, https://doi.org/10.38035/jsmd.v3i2.528.

However, construed through the lens of the doctrine of risk (*risicoleer*), the architecture of P2P lending mandates a doctrinal re-evaluation of the concept of negligence. Should a delay or failure in the payment system be precipitated by server vulnerabilities or an external cyberattack, such an occurrence cannot jurisprudentially be characterized as the debtor's default. The operator's failure to effectuate adequate cyber mitigation unequivocally shifts the burden of proof and risk allocation onto the platform itself. Under such circumstances of digital *force majeure*, the debtor must be absolutely discharged from any late penalties and the stigma of default, which are fundamentally the corollaries of the operator's fragile security infrastructure.

2. Deconstructing the Illusion of Preventive and Remedial Protections: The Imperative of Integrated Strict Liability

Theoretically, the legal protection of online lending debtors is predicated upon two principal pillars: preventive and remedial safeguards. However, the empirical manifestation of these pillars constitutes little more than a normative illusion that fundamentally fails to address the algorithmic brutality of fintech. Within the preventive dimension, the legal regime endeavors to insulate the debtor's privacy through the mandate of consent, as codified in OJK Regulation Number 10/POJK.05/2022 and Law Number 27 of 2022 on Personal Data Protection (the PDP Law).[13,14] Dogmatically, operators are prohibited from extracting and disseminating data without the express consent of the data subject. However, antecedent literature has failed to critically analyze the reality that the architecture of consent within online lending electronic contracts is, in essence, manufactured consent.[15]

Within the online lending ecosystem, standard form clauses operate strictly on a take-it-or-leave-it basis. Debtors, acting under financial duress, possess no bargaining power other than to click the "agree" button, an act that simultaneously grants unfettered access to their private sphere. The consent mandate codified within the PDP Law inherently forfeits its protective essence when juxtaposed with this profound power asymmetry. Such consent is vitiated *ab initio*; consequently, the operators' claims that

[13] "Peraturan Otoritas Jasa Keuangan Nomor 10/POJK.05/2022 Tentang Layanan Pendanaan Bersama Berbasis Teknologi Informasi, Lembaran Negara Republik Indonesia Tahun 2022 Nomor 145" (2022).
[14] "Undang-Undang Republik Indonesia Nomor 27 Tahun 2022 Tentang Perlindungan Data Pribadi, Lembaran Negara Republik Indonesia Tahun 2022 Nomor 196, Tambahan Lembaran Negara Republik Indonesia Nomor 6820" (2022).
[15] Fuad, Baskara, and Urbaningrum, "Desain Perlindungan Hukum Bagi Konsumen Dan Data Pribadi Untuk Kegiatan Usaha Menggunakan Fintech Di Indonesia."

data extraction is executed lawfully constitute a legal fallacy that has been perpetually tolerated by regulatory authorities.

This identical failure is fatally replicated within the remedial protection framework. Procedurally, debtors aggrieved by the dissemination of their personal data are directed to seek recourse through the Alternative Dispute Resolution Institution for the Financial Services Sector (LAPS SJK) or to file a civil tort claim (*perbuatan melawan hukum*) in a court of competent civil jurisdiction.[16] Notwithstanding the purported efficiency of these mechanisms, empirical analysis exposes an inherent defect within their temporal dimension. Both the LAPS SJK framework and conventional litigation processes are fundamentally protracted, whereas the harm precipitated by the dissemination of personal data across the digital expanse materializes in real-time and is inherently exponential and irreversible. Once a debtor's personal data and likeness have been virally broadcast to brand them as a "debt evader," an award of civil damages in the form of financial compensation is rendered grossly disproportionate; such monetary relief is categorically incapable of remedying the character assassination and the ensuing social death endured by the debtor.[17]

To synthesize the normative discourse concerning the inadequacies of the extant protective regime and to orient the analysis toward the proposed legal reconstruction, an analytical comparison is set forth in the following table:

Table 1. Analytical Comparison of the Extant Debtor Protection Regime and the Ideal Construct

Dimension of Protection	Extant Mechanism (Status Quo)	Normative and Empirical Deficiencies	Ideal Construct (Integrated Strict Liability)
Preventive	OJK Regulation 10/2022 and the consent mandate codified within the PDP Law.	Consent is artificially manufactured (take-it-or-leave-it basis) as a corollary of unequal bargaining power.	Standardization of the platform's code architecture to technically interdict the extraction of third-party contacts.
Remedial (Dispute Resolution)	LAPS SJK, OJK Mediation, and Civil Actions (Breach of Contract / Tort).	Protracted proceedings; awards for monetary damages are grossly	Cross-regime integration: Administrative sanctions (license

[16] "Peraturan Otoritas Jasa Keuangan Nomor 61/POJK.07/2020 Tentang Lembaga Alternatif Penyelesaian Sengketa Sektor Jasa Keuangan, Lembaran Negara Republik Indonesia Tahun 2020 Nomor 286" (2020).
[17] Karima, Iryani, and Hartana, "Perlindungan Hukum Terhadap Debitur Yang Beritikad Baik Dalam Wanprestasi Gagal Bayar Pinjaman Uang Berbasis Teknologi."

		disproportionate to the irreversible destruction of social reputation.	revocation) automatically and absolutely extinguish the civil right of action for debt collection.
Burden of Proof	Adheres to classical private law doctrine (Article 1865 of the Civil Code), wherein the plaintiff/debtor bears the burden of proof.	Exceedingly onerous for debtors lacking discovery access to the digital footprints housed within fintech servers.	Shifting the burden of proof onto the platform operator.

Confronting the inertia and fragmentation of these preventive and remedial regimes, this article culminates in a fundamental conclusion: the state must adopt a paradigm of integrated strict liability. Given that the dissemination of personal data constitutes an abuse of law that unequivocally violates human dignity, administrative sanctions for privacy violations must not operate in isolation from the equilibrium of private law. Consequently, positive law must be reconstructed to mandate that any fintech operator administratively proven to have engaged in privacy violations or the illicit dissemination of data shall have its civil right of action to collect the debt from the aggrieved debtor declared null and void as a matter of law. This automatic discharge of debt constitutes the sole economic disincentive sufficiently severe to compel digital platform operators to adhere to human rights standards, while simultaneously ensuring the timely provision of state protection without the necessity of protracted judicial proceedings.

3. An Analysis of Regulatory Deficiencies and Efforts to Strengthen Legal Protections

Notwithstanding the government's reconstruction of the regulatory landscape through various instruments of positive law, the architecture of online lending debtor protection in Indonesia continues to harbor profound structural and governance deficiencies. The foundational dilemma originates from the irreconcilability of the classical private law regime with the empirical realities of the digital financial services ecosystem. The provisions of the Civil Code, which were designed to facilitate conventional contractual relationships characterized by equal bargaining power, have proven distinctly ill-equipped when confronted with the complexities of digital disputes that entail the commodification of personal data and algorithmic collection mechanisms. A purely private-law-centric approach is no longer

adequate, consequently dictating that the adjudication of fintech disputes must be absolutely integrated with more contemporary *lex specialis* regulations, most notably Law Number 4 of 2023 on the Development and Strengthening of the Financial Sector (the P2SK Law).[18]

The enactment of the P2SK Law fundamentally vests the Financial Services Authority (OJK) with the requisite enforcement authority to curtail illicit financial activities. Within the realm of consumer protection, this asymmetry of bargaining power has been normatively addressed by Article 18 of Law Number 8 of 1999 on Consumer Protection (UUPK), which strictly prohibits the inclusion of exploitative standard form clauses.[19] However, the efficacy of this multi-layered regulatory framework is substantially undermined when confronted with the technological sophistication of the platforms themselves.

Historically, systemic vulnerabilities in debtor protection have frequently been attributed to a purported "lack of financial and legal literacy among the populace." However, in unraveling the complexities of the digital era, such a thesis constitutes a profoundly antiquated oversimplification that inherently tends toward victim-blaming. Empirically, the inability of debtors to comprehend electronic contracts is not merely the corollary of an educational deficit; rather, it is the deliberate byproduct of intentional technological design. Online service operators routinely embed digital manipulation tactics (dark patterns) and algorithmic nudges (hyper-nudging) within their application interfaces (UI/UX). These stratagems psychologically exploit the cognitive biases and financial distress of prospective debtors to instantaneously harvest consent for data access. As critically observed by Micklitz and Sibony, the architecture of dark patterns within digital consumer law has fundamentally eradicated the era of "meaningful consent," transmuting electronic contracts into instruments of subjugation that systematically neutralize consumer rationality.[20]

Beyond the dimension of contractual manipulation, the fundamental deficiency of the current legal protection framework stems from the failure of state governance in responding to disruptive technologies (*state governance of emerging technologies*). Within the law enforcement framework, the government has indeed established the Task Force for the Handling of Illegal Financial Activities (Satgas PASTI), comprising the OJK, the Ministry of

[18] "Undang-Undang Republik Indonesia Nomor 4 Tahun 2023 Tentang Pengembangan Dan Penguatan Sektor Keuangan, Lembaran Negara Republik Indonesia Tahun 2023 Nomor 4, Tambahan Lembaran Negara Republik Indonesia Nomor 684" (2023).
[19] "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen, Lembaran Negara Republik Indonesia Tahun 1999 Nomor 42, Tambahan Lembaran Negara Republik Indonesia Nomor 3821" (1999).
[20] Adis Nur Hayati, "The Issue of Dark Patterns in Digital Platforms: The Challenge for Indonesia's Consumer Protection Law," *Asian Journal of Law and Society* 11, no. 4 (December 7, 2024): 453–65, https://doi.org/10.1017/als.2024.24.

Communication and Informatics, and the National Police.[21] However, these supervisory authorities remain mired in a classical administrative law paradigm that operates in an "analog" manner and is fundamentally reactive (*ex-post*). Enforcement measures, such as URL blocking or license revocation, are exclusively executed subsequent to the materialization of victims, financial losses, or the widespread dissemination of personal data. In stark contrast, illegal online lending operators deploy artificial intelligence (AI) and algorithmic automation to extract data instantaneously (*ex-ante*) and are capable of replicating entirely new platforms within a matter of hours. This paradigmatic lag glaringly demonstrates that the state does not yet possess the requisite capacity for robust algorithmic governance.[22] Thus far, the state has only proven capable of auditing the legal entities themselves, yet it remains fundamentally inept and paralyzed in its ability to audit the source code and application programming interface (API) mechanisms that surreptitiously harvest third-party contact data residing within the debtors' devices.

Consequently, the fortification of legal protections can no longer rely exclusively upon the instruments of criminal law enforcement via Satgas PASTI, a fundamentally reactive approach akin to manually extinguishing fires. An absolute legal transformation is imperative, mandating the OJK to pivot its trajectory toward a technology-based regulatory paradigm (RegTech). This necessitates that the state transcend its conventional role as a mere "administrative police" force, evolving instead into an algorithmic auditor capable of detecting anomalous data flows in real-time.

As an ultimate recourse and definitive resolution, the Indonesian legal architecture is compelled to adopt the doctrine of integrated strict liability for digital platform entities.[23] Within this doctrinal construct, the state-operated, RegTech-based supervisory framework would instantaneously impose cross-regime sanctions: whenever the system detects the flow of personal data being extracted to third parties without proportionate legal justification, the ensuing sanctions would not merely culminate in the suspension of operating licenses

[21] Otoritas Jasa Keuangan, "Siaran Pers: Satgas PASTI Perkuat Sinergi Pemberantasan Aktivitas Keuangan Ilegal," *Otoritas Jasa Keuangan*, 2023, https://www.ojk.go.id/id/berita-dan-kegiatan/siaran-pers/Documents/Pages/Satgas-Pasti-Perkuat-Koordinasi-Pemberantasan-Aktivitas-Keuangan-Ilegal/SP Satgas Pasti Perkuat Koordinasi Pemberantasan Aktivitas Keuangan Ilegal.pdf.

[22] Analisis mendalam mengenai paradoks antara regulasi yang lamban dengan teknologi ekstraktif dapat dilihat pada Vivek Sharma and Bhanu Priya, "Bridging the Gap: AI-Powered FinTech and Its Impact on Financial Inclusion and Financial Well-Being," *Discover Artificial Intelligence* 5, no. 1 (October 28, 2025): 290, https://doi.org/10.1007/s44163-025-00465-9.

[23] Yudi Prihartanto et al., "From Legal Formalism to Algorithmic Justice: Rethinking Consumer Protection in the Digital Economy," *Supremasi Hukum: Jurnal Kajian Ilmu Hukum* 14, no. 1 (June 29, 2025): 65–88, https://doi.org/10.14421/gqmmwr98.

(administrative law) or criminal prosecution (criminal law), but would automatically extinguish the entirety of the platform's civil right of action to collect debts from the aggrieved debtor, rendering it *null and void*. The instantaneous execution of such debt cancellation would serve as the most rational economic disincentive, effectively compelling fintech operators to subordinate themselves to human rights protections within the digital sphere.

C. CONCLUSSION

An evaluation of the current legal regime for debtor protection reveals a structural paralysis, as classical private law instruments and sectoral regulations fundamentally fail to anticipate the asymmetry of electronic contracts and the exploitation of personal data engineered as *de facto* collateral by online lending operators. As an ideal preventive measure, the state is compelled to transition from conventional administrative oversight toward a RegTech-based algorithmic governance capable of detecting illicit data extraction instantaneously. Remedially, the adjudication of these default disputes must adopt the paradigm of integrated strict liability to sever the chain of impunity surrounding the social execution perpetrated by digital platforms. Through this paradigm, any privacy violation or dissemination of personal data by a fintech operator will immediately trigger cross-regime sanctions that automatically extinguish their civil right of action to collect the debt, rendering it *null and void* as a matter of law.

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