

Debt Collector Ethics in Comparative Perspective Toward Balancing Creditor Interests and Consumer Protection (Case Study of Kotamobagu District Court Decision Number 97/Pdt.G.S/2022/PN Ktg)

Raihan Ramadhan Hayatuddin¹, Citraresmi Widoretno Putri²

¹National Development University "Veteran" Jakarta, Indonesia; raihanhayatuddin@gmail.com

²National Development University "Veteran" Jakarta, Indonesia; citraresmikimifira@upnvj.ac.id

Received: 26/04/2026

Revised: 18/05/2026

Accepted: 09/06/2026

Abstract

Debt collection practices by third-party collectors generate persistent tension between the contractual rights of financing institutions and the legally protected entitlements of consumers. This study examines how debt collection ethics can be structured to simultaneously serve creditor interests and safeguard consumer rights, employing a normative juridical methodology with comparative and case-based approaches across four jurisdictions: Indonesia, the United States, the United Kingdom, and Australia. Analysis of the Kotamobagu District Court Decision Number 97/Pdt.G.S/2022/PN Ktg reveals that violations of collection ethics impose direct legal liability on financing institutions. The comparative analysis demonstrates that Indonesia's regulatory framework remains fragmented and lacks enforcement coherence, in contrast to the dedicated federal statute of the United States, the United Kingdom's mandatory licensing regime, and Australia's substantial financial penalties. This study concludes that equilibrium between creditor and debtor interests is achievable only through five core ethical principles: transparent communication, proportionality of enforcement, strict adherence to fiduciary execution procedures, respect for fundamental consumer rights, and full institutional accountability for collector conduct. These findings underscore the urgency of enacting a comprehensive, standalone regulatory instrument governing debt collection in Indonesia.

Keywords

Debt Collector Ethics; Financing Institutions; Consumer Protection; Comparative Study; Breach of Contract

Corresponding Author

Raihan Ramadhan Hayatuddin

National Development University "Veteran" Jakarta, Indonesia; raihanhayatuddin@gmail.com

1. INTRODUCTION

Non-performance of financial obligations, referred to as wanprestasi in Indonesian civil law, constitutes an inherent risk within consumer financing systems. The foundational legal architecture rests on two provisions of the Indonesian Civil Code: Article 1243, which establishes that compensation becomes actionable only after the debtor is formally declared in default, and Article 1238, which specifies the conditions triggering such a declaration. Default can manifest in four legally recognized forms: complete non-performance, untimely performance, defective performance, or performance of



prohibited acts, each of which generates distinct legal consequences under Indonesian positive law. (Alfianto et al., 2024; Wirawan et al., 2022)

Empirical data from Indonesia's multifinance sector reveal that Non-Performing Loan ratios have historically fluctuated between 2% and 4% of total outstanding credit, meaning thousands of consumers annually encounter genuine difficulties meeting installment obligations. Financing institutions possess a legitimate contractual entitlement to pursue collection under Article 1338 of the Civil Code and routinely delegate recovery functions to third-party collectors under Article 1792. However, under Article 1367, the commissioning institution remains fully accountable for every action the collector takes while performing its mandated functions, rendering delegation a legally consequential act. (Suryono, 2020)

The engagement of third-party collectors generates a structurally embedded legal tension between creditor interests and consumer rights. Law Number 8 of 1999 on Consumer Protection confirms that payment arrears do not extinguish a debtor's standing as a legally protected consumer. Article 4 guarantees every consumer the right to fair, honest, and non-discriminatory treatment, rights that creditor collection rights cannot penetrate. In practice, judicial decisions and media reports document that intimidation, verbal abuse, and unlawful asset seizures reflect a structural deficiency that existing regulation has proven insufficient to correct. (Syam et al., 2023)

Physical violence and property destruction may constitute criminal offenses under Articles 362 and 365 of the Criminal Code. In contrast, psychological violence through threats or public humiliation causes lasting harm to the debtor's dignity. Constitutional Court Decision Number 18/PUU-XVII/2019 requires clear mutual agreement on default and voluntary surrender conditions that are routinely ignored in field practice. Although Indonesia possesses provisions addressing collector conduct, including OJK Regulation Number 35/POJK.05/2018, OJK Regulation Number 22 of 2023, and APPI Circular Letter Number 007/APPI-DIR/VII/2019, these instruments remain dispersed and have not been integrated into a single authoritative statute. (Adi et al., 2025)

This regulatory fragmentation contrasts sharply with dedicated frameworks in comparable jurisdictions. The United States enacted the Fair Debt Collection Practices Act of 1977; the United Kingdom's Financial Conduct Authority requires mandatory operating licenses; and Australia's ACCC and ASIC impose penalties of millions of dollars per violation. Tambunan (2023) established that administrative sanctions and OJK enforcement effectiveness remain structurally limited by the absence of proportionate deterrent mechanisms, while Hidayaturochma and Syufaat (2022) confirmed that the OJK-dependent complaint mechanism produces protracted outcomes that systematically disadvantage consumers with time-sensitive grievances.

The absence of an equivalent unified framework in Indonesia creates a legal grey zone in which collectors operate without sufficient professional constraints, while debtors lack accessible justice mechanisms. Prior contributions by Sushanty (2020) and Permatasari (2023) advanced the understanding of collector liability but remained confined to single-jurisdiction analyses. Nurrahmah and Makayasa (2023) identified that debtors in default occupy a legally ambiguous position where formal arrears status is frequently invoked to justify collection conduct exceeding permissible limits, reflecting the foundational regulatory gap this study addresses.

The doctrine of *pacta sunt servanda* under Article 1338 binds both parties to perform agreements in good faith, an obligation encompassing proportionality and humanity throughout contract performance. The principle of good faith under Article 1338, paragraph (3), is reciprocal. While the debtor is bound to honor installment obligations, the creditor is equally bound to exercise recovery rights in a manner that respects the debtor's dignity. A dedicated regulatory instrument is needed to define collector qualifications, licensing mechanisms, professional conduct standards, accessible consumer complaint procedures, and sanctions capable of generating genuine deterrence. (Novita & Santoso, 2021; Pratama & Zazili, 2025)

Kotamobagu District Court Decision Number 97/Pdt.G.S/2022/PN Ktg provides a judicially verified illustration of how this tension escalates to litigation when ethical boundaries are breached. The case involved a financing agreement between Zulfan Lasabuda, the debtor, and PT BFI Finance Indonesia Tbk, the creditor, for a vehicle valued at IDR 77,345,000, secured by a fiduciary charge over a 2012 Toyota Avanza. Following the default on the fourteenth period, the creditor arranged repossession on 26 November 2022 without voluntary surrender, triggering institutional liability under Article 1367 and confirming the normative significance of this case for reform of collection ethics. (Hartanto & Lisdiyono, 2023)

This study pursues two mutually reinforcing analytical objectives. First, to identify and systematically formulate the five ethical principles governing debt collection that simultaneously protect consumer rights and enable financing institutions to pursue legitimate recovery interests. Second, to assess Indonesia's existing regulatory framework against comparative standards established by the United States, the United Kingdom, and Australia, and identify the regulatory elements most relevant to strengthening Indonesia's normative architecture. Both objectives serve the practical legislative task of constructing a dedicated and enforceable statute governing debt collection. (Anggraini & Wiraguna, 2025; Nurhaliza, 2024)

2. METHOD

This study employs a normative juridical methodology, examining law as a prescriptive system of norms rather than an empirical social phenomenon. Legal materials comprising statutes, judicial decisions, regulatory instruments, and doctrinal scholarship constitute the primary objects of analysis, selected according to three criteria: direct regulatory relevance to debt collection conduct, jurisdictional authority within the four studied legal systems, and academic recognition within established Indonesian and comparative legal research traditions articulated by Soekanto and Mamudji (2015) and Marzuki (2017). (Quintarti, 2024)

Three complementary analytical approaches are integrated throughout a case-based examination of Kotamobagu District Court Decision Number 97/Pdt.G.S/2022/PN Ktg as the primary empirical anchor a statutory analysis of collection-related regulations across Indonesia, the United States, the United Kingdom, and Australia assessing primary instruments, licensing requirements, enforcement mechanisms, and sanction structures and a conceptual review of default, tortious liability, good faith, and collection ethics doctrines across all four legal systems.

A comparative analysis was conducted using a structured parameter matrix that evaluated each jurisdiction across five dimensions: coherence of the primary regulatory framework, licensing and certification requirements, permissible and prohibited collection conduct, complaint and enforcement mechanisms, and the deterrent adequacy of sanctions. Each parameter was assessed against the normative criterion of whether it achieves a durable equilibrium between creditor recovery interests and debtor protection rights. Qualitative legal analysis employed grammatical, systematic, and teleological interpretation sequentially to identify normative gaps where existing rules are absent, contradictory, or insufficiently enforced.

3. FINDINGS AND DISCUSSION

3.1 Ethical Dimensions of Debt Collection as a Solution to Default: An Analysis of Decision Number 97/Pdt.G.S/2022/PN Ktg

Prior research by Faniyah and Alhadi (2024) and Wandita and Hasibuan (2026) examined consumer protection in fiduciary collateral repossession. However, it remained confined to procedural violations, without systematically constructing the ethical elements required for a balanced operational standard. This study addresses that gap by examining Decision Number 97/Pdt.G.S/2022/PN Ktg to formulate five ethical principles that simultaneously protect consumers and enable financing institutions to fulfill their legitimate interests. The proceeding placed two legally competing interests before the bench: PT BFI Finance Indonesia Tbk's contractual right under Financing Agreement Number 4472102145 covering IDR 77,345,000, and Zulfan Lasabuda's right to fair and dignified treatment

throughout the collection process. (Faniyah, 2024)

The trial record established that the plaintiff defaulted by failing to pay installments from the fourteenth period on 15 September 2022, legally satisfying the elements of default under Article 1238 of the Civil Code. The creditor escalated communications progressively through SMS warnings on 23 September 2022, a written notice on 6 October 2022, and a formal warning letter on 17 October 2022. The legal issue arose not from the fact of default itself but from the manner in which the creditor enforced its rights through a collector on 26 November 2022. (Faniyah, 2024)

3.1.1 Transparency in Collection Communication

The critical point in this case is the conduct of the repossession, rather than the existence of default. The court identified several irregularities: the plaintiff arrived at the creditor's office in the secured vehicle; the plaintiff's personal belongings remained inside at the time of seizure; and the surrender acknowledgment was signed not by the plaintiff but by his spouse. These circumstances established that the plaintiff and his wife were brought to the creditor's office under misleading pretexts rather than through transparent notification of the intended repossession, thereby violating the most fundamental ethical element from the outset of the collection process.

The importance of transparency as an operational standard is reinforced by broader scholarship. Faniyah and Alhadi (2024) established that preventive legal protection under POJK Number 6/POJK.07/2022 explicitly requires collectors to display official identification and carry written authorization. Samuel and Gunadi (2025) identified information asymmetry between creditors and debtors as a structural driver of collection abuses, concluding that regulatory frameworks must affirmatively mandate disclosure obligations. Kharisma (2021) confirmed that the absence of a dedicated statutory instrument creates structural vulnerability where regulatory dispersal produces systematically inadequate consumer protection outcomes, rendering transparency a legally enforceable prerequisite for collection legitimacy. (Kharisma, 2021; Sani & Alfiany, 2026)

3.1.2 Proportionality of Enforcement Action

Proportionality requires that every collection measure be commensurate with the scale of arrears and cognizant of the good faith demonstrated by the debtor. The principle of good faith under Article 1338 paragraph (3) constitutes the foundational ethical obligation binding both parties to act fairly (Gibran & Putri, 2026). This was starkly illustrated when the plaintiff appeared at the creditor's office on 28 November 2022, intending to pay three months of arrears, having fulfilled more than one-third of a 36-month obligation. The creditor responded by demanding immediate full settlement plus penalties and repossession fees totaling IDR 83,055,322.93, exceeding the original principal of IDR 77,345,000.

The principle of proportionality finds additional doctrinal grounding in recent scholarship. Leode, Moonti, and Ahmad (2025) found that creditors responding to partial default with demands for immediate full settlement without first offering restructuring violate the balance principle embedded in Article 2 of the Consumer Protection Law. Riswandie (2024) further established that enforcement measures disproportionate to the scale of default generate greater institutional harm than they prevent, directly supporting the court's rejection of the IDR 11,000,000 repossession fee. Wahyu, Fuad, and Machmud (2024) similarly concluded that practices disregarding debtor good faith contradict the foundational legal certainty principles that fiduciary law is designed to uphold.

3.1.3 Strict Adherence to Fiduciary Execution Procedures

Law Number 42 of 1999 on Fiduciary Security sets out three execution modes under Article 29 paragraph (1): enforcement of the executorial title, public auction, or private sale. Constitutional Court Decision Number 18/PUU-XVII/2019 establishes two cumulative conditions for lawful independent execution: a clear agreement between the parties acknowledging default and the voluntary surrender of the security object. In this case, neither condition was met. The plaintiff arrived in the secured vehicle; his personal belongings were seized; and his spouse signed the surrender acknowledgment, establishing that the surrender was neither informed nor voluntary, rendering the repossession a direct constitutional violation. (Riswan et al., 2026)

Scholarship on the post-2019 framework confirms the operational significance of strict procedural compliance. Salvia and Putri (2024) established that the two cumulative conditions constitute a constitutional threshold that cannot be waived by contract or circumvented by collector practice. Riskawati (2021) confirmed that unilateral determination of default by the creditor is constitutionally impermissible and must be established through mutual agreement or judicial determination. Karelina, Abubakar, and Handayani (2022) demonstrated that financing institutions relying on standard-form clauses to claim pre-authorized repossession rights operate in direct contradiction of the Court's ruling.

3.1.4 Respect for Fundamental Consumer Rights

Law Number 8 of 1999 on Consumer Protection affirms that fundamental debtor rights constitute boundaries that creditor collection rights cannot penetrate. Article 4 guarantees the right to honest and non-discriminatory treatment, as well as to reasonable comfort and security. In this case, the plaintiff was denied honest treatment, having been brought to the creditor's office on false pretexts, and his personal belongings were left unattended without prior notification. OJK Regulation Number 22 of 2023 restricts permissible collection hours to Monday through Saturday between 08:00 and 20:00, prohibits threatening language, and bars contact with uninvolved third parties. A debtor's arrears status does not diminish their standing as a rights-bearing legal subject. (Manuel et al., 2025)

Recent scholarship further illuminates the structural dimension of consumer rights violations. Aini and Nurbaiti (2025) found that violations of third-party privacy and dignity constitute legally actionable wrongs under both the Consumer Protection Law and the Electronic Information and Transactions Law. Ratuwalu, Komsatun, and Dewayani (2026) documented that abandonment of personal property belonging to debtors constitutes a clear violation of dignity protections mandated by Article 62 of OJK Regulation Number 22 of 2023. Saffanah and Ramadhani (2024) confirmed that unilateral repossessions persist despite the Constitutional Court ruling's clear requirements.

3.1.5 Full Institutional Accountability for Collector Conduct

One of the most determinative ethical questions concerns institutional accountability for all actions taken by the collector operating under the creditor's authority. The collector's legal position as the creditor's agent subjects their relationship to Article 1792 of the Civil Code on agency agreements. The defendant attempted to distance itself from the actions of an individual identified as Roy, but the court rejected this argument as unsubstantiated. Under Article 1367, a person bears responsibility for the conduct of those operating under their supervision, meaning a financing institution accepting full accountability will consequently be motivated to select and supervise collectors with considerably greater diligence. (Citra & Badriyah, n.d.)

The doctrine of institutional accountability has been substantially elaborated in recent scholarship. Citra and Badriyah (2024) concluded that the principal-agent relationship under Article 1792 creates non-delegable accountability, meaning a financing institution cannot reduce its legal exposure through contractual disclaimers or by characterizing the collector as an independent third party. Adi, Dilaga, and Al Qindy (2025) confirmed that institutions bear responsibility for all collector conduct performed as an extension of creditor authority, regardless of contractual characterization. Malfadeskya (2023) further established that genuine institutional accountability requires proactive governance mechanisms, including standards for collector selection, mandatory training programs, and internal compliance auditing.

3.1.6 Synthesis: Five Ethical Principles as an Integrated Framework

The dispositif of the court's decision embodies a noteworthy balance of competing interests as a model for ethical default resolution. While ordering the vehicle returned to the plaintiff in response to the unlawful repossession, the court simultaneously required the plaintiff to settle all installment arrears through January 2023 and resume regular payments from February 2023, demonstrating that consumer protection does not entail disregarding creditor rights. Based on the full analysis, five mutually reinforcing ethical principles emerge: transparency in every collection communication, proportionality of action, strict adherence to Constitutional Court Decision Number 18/PUU-XVII/2019, respect for

fundamental consumer rights under Law Number 8 of 1999, and full institutional accountability under Article 1367 of the Civil Code.

3.2 Debt Collection Ethics in Comparative Perspective: Indonesia, the United States, the United Kingdom, and Australia

Prior contributions by Sushanty (2020) and Permatasari (2023) advanced the understanding of debt collector legal liability in Indonesia but remain bounded by single-jurisdiction analyses that cannot yield meaningful reform recommendations. This study addresses that limitation by integrating a systematic comparison of the United States, the United Kingdom, and Australia to identify the specific regulatory elements Indonesia currently lacks. Under Indonesian civil law, Article 1238 of the Civil Code provides that a debtor is formally in default upon notification by a collection letter issued by the creditor. What Indonesia's framework critically fails to address is the transition point between legitimate escalation and unlawful enforcement, a gap that the Kotamobagu case demonstrates carries direct judicial consequences for the responsible institution. (Wahyu et al., 2024)

A debt collector is a third-party agent empowered by the creditor to pursue outstanding obligations, with its legal foundation under Article 1792 of the Civil Code (Juniar et al., 2020). This agency relationship does not grant unlimited discretion, as every stage of collection activity is bounded by legal and ethical constraints. Indonesia's fundamental weakness is not the absence of this principle in statute but the lack of any mechanism to make it operationally enforceable in the field. Article 1367's institutional liability provision exists on paper, yet financing institutions routinely characterize collector misconduct as third-party conduct, insulating themselves from accountability in direct contradiction of both the Civil Code and the Kotamobagu decision. (Malfadeskya & Valentina, 2023)

Although Indonesia possesses several sectoral regulations defining the ethical parameters of collection conduct, most notably OJK Regulation Number 22 of 2023, their dispersal across multiple instruments without a unified enforcement architecture results in consistently weak field compliance. (Nabila & Sakti, 2023) This fragmentation is Indonesia's most critical structural deficiency. The United States resolved an analogous problem through the Fair Debt Collection Practices Act of 1977, which concentrates enforcement authority, eliminates regulatory ambiguity, and enables consumers to pursue direct civil action independently. Kharisma (2021) confirmed that Indonesia's dispersal of financial services regulation across multiple POJK instruments produces systematically inadequate consumer protection outcomes, creating enforcement vacuums that repeat violators exploit. (Kharisma, 2021)

The United Kingdom's regulatory architecture reveals a second dimension of Indonesia's deficiency, the absence of mandatory licensing with genuine criminal consequences. Under the Financial Conduct Authority framework, every debt collection company must hold a valid operating license, and unlicensed operation constitutes a criminal offense that transforms licensing from an administrative formality into a genuine market entry barrier. Samuel and Gunadi (2025) concluded that Indonesia's regulatory framework suffers precisely from this structural gap, as certification requirements exist nominally but carry no meaningful enforcement consequence, allowing non-compliant collectors to operate without accountability. (Muryanto et al., 2022)

Australia's regulatory approach exposes a third structural gap: the absence of financially significant deterrence. The ACCC and ASIC jointly impose penalties running into the millions of dollars per violation for companies, with individual violators facing penalties of hundreds of thousands of dollars. These penalty scales generate proactive institutional compliance because the cost of violation substantially exceeds the cost of compliance. Indonesia's current sanction architecture produces insufficient deterrence, as violations recur precisely because their financial consequences are limited relative to collection revenues. Rohendi and Kharisma (2024) documented that the absence of proportionate financial penalties is the primary structural explanation for recurring violations despite nominally adequate statutory prohibitions. (Rohendi & Kharisma, 2024)

Across all three foreign systems, a structural feature Indonesia critically lacks is a direct and accessible enforcement mechanism whose benefits are immediately tangible to affected consumers. In the United States, consumers may file civil suits against collectors independently without awaiting regulatory initiative. In the United Kingdom, unlicensed operation exposes the operator to immediate criminal liability. In Australia, the penalty scale drives proactive institutional compliance. These mechanisms share a common logic: enforcement is distributed to consumers and the market itself rather than concentrated in a single institutional bottleneck. Indonesia's OJK-dependent complaint model leads to the systemic recurrence of violations exemplified by the Kotamobagu case at the judicial level. (Malfadeskya & Valentina, 2023)

The most urgent priority Indonesia must address is consolidating all existing, dispersed provisions into a single, comprehensive, legally binding instrument. The ideal regulatory framework must address four foundational elements: verified competency and certification standards enforced at market entry, a legally enforceable professional code of conduct applicable to both collectors and the institutions employing them, consumer complaint mechanisms genuinely accessible without dependence on OJK processes, and sanctions carrying sufficient deterrent force to make compliance the rational institutional choice (Commune, 2020; Sushanty, 2020). Mardalena Hanifah et al. (2024) confirmed that without these four elements coherently integrated within a single instrument, enforcement will remain fragmented

and violations will continue to recur systematically.

The comparative analysis demonstrates that Indonesia scores weakest on enforcement effectiveness and sanction deterrence, the two dimensions most directly correlated with actual field compliance. Riskawati (2021) and Karelina, Abubakar, and Handayani (2022) collectively established that even where constitutional standards are clearly articulated, as in Constitutional Court Decision Number 18/PUU-XVII/2019, their practical implementation depends entirely on enforcement architecture. The comparative evidence therefore supports a prescriptive conclusion: Indonesia's reform priority must be enforcement architecture and deterrence design, not the addition of further substantive prohibitions to an already adequate but chronically under-enforced normative framework. (Karelina et al., 2022; Riskawati, 2021) A systematic comparison of regulatory frameworks across the four jurisdictions is presented in Table 1.

A. Regulatory Framework

Aspect	Indonesia	United States	United Kingdom	Australia
Primary regulation	OJK Reg. 22/2023 and Law No. 8/1999	Fair Debt Collection Practices Act (FDCPA) 1977	Consumer Credit Act 1974 and FCA Rules	ACCC and ASIC Joint Guidelines (2005, rev. 2014)
Regulatory form	Fragmented; no single dedicated instrument	Single dedicated federal statute	Multi-layered, mutually reinforcing	Joint guidelines across agencies
Licensing/certification	Exists but is weakly enforced	Mandatory and verified	Mandatory; unlicensed operation is a criminal offense	Mandatory and verified
Collection hours	Mon–Sat 08:00–20:00	Prohibited before 08:00 and after 21:00	Strictly regulated by the FCA	Strictly regulated, including contact frequency
Complaint mechanism	Via OJK; lengthy, uncertain outcomes	Consumers may sue collectors directly	Via FCA and ombudsman schemes	Via ACCC/ASIC; accessible and effective
Sanctions	Relatively weak; limited	Direct civil action by consumers	Criminal liability for unlicensed	Fines up to millions of

	deterrence		operators	dollars per violation
Enforcement effectiveness	Weak; violations recur (★★★★☆)	Strong and consistent (★★★★☆)	Strong and consistent (★★★★☆)	Strong, driven by high financial penalties (★★★★☆)
Overall regulatory maturity	Developing	Mature	Mature	Mature

B. Financing Institution Interests

Aspect	Indonesia	United States	United Kingdom	Australia
Institutional liability for collector acts	Art. 1367 Civil Code; institutions liable, though often disregarded in practice	Creditors are not directly subject to the FDCPA, but may face liability if involved in violations	Creditors are fully liable; using an unlicensed collector is itself a criminal offense	Both creditors and collectors face large financial penalties for proven violations

C. Consumer Protection

Aspect	Indonesia	United States	United Kingdom	Australia
Fundamental consumer rights in collection	Guaranteed by Law No. 8/1999 Art. 4; access to justice is still limited via OJK	Guaranteed by FDCPA; consumers may sue collectors directly without awaiting regulator action	Guaranteed by the Consumer Credit Act 1974 and the FCA, ombudsman services are readily accessible	Guaranteed by Australian Consumer Law; complaints to ACCC/ASIC are pursued with strong penalty deterrents

Source: Compiled from statutory instruments across the four jurisdictions, 2025.

4. CONCLUSION

This study arrives at two principal conclusions that carry both policy and theoretical significance. First, Indonesia's existing provisions addressing debt collector conduct are dispersed across multiple regulatory instruments and lack integration into a single, authoritative framework, resulting in consistently inadequate enforcement outcomes in practice.

The comparative analysis demonstrates that the United States, the United Kingdom, and Australia have each achieved superior enforcement results precisely because their frameworks rest on structural pillars that Indonesia has yet to construct, namely a dedicated statute, mandatory licensing with genuine legal consequences, and sanctions proportionate enough to generate real deterrence.

Indonesia must urgently enact a comprehensive, standalone regulatory instrument that incorporates rigorous licensing requirements, a legally binding professional code of conduct, accessible consumer complaint channels, and sanctions capable of providing meaningful compliance incentives. Consolidating all currently dispersed provisions into a single statute, simplifying complaint procedures, and institutionalizing full collector accountability as a core organizational obligation rather than a formal compliance formality are the most immediate legislative priorities.

Second, the analysis of Decision Number 97/Pdt.G.S/2022/PN Ktg demonstrates that sustainable equilibrium between financing institution interests and consumer protection is achievable only when collectors operate according to five ethical principles, namely transparency in all collection communications, proportionality of enforcement action, strict compliance with fiduciary execution procedures established by Constitutional Court Decision Number 18/PUU-XVII/2019, consistent respect for fundamental consumer rights under Law Number 8 of 1999, and full institutional accountability under Article 1367 of the Civil Code.

These five principles constitute this study's theoretical contribution, offering a normative framework that moves beyond descriptive accounts of collector misconduct toward a systematically constructed ethical standard capable of anchoring both regulatory design and judicial reasoning in Indonesian debt collection law. Together, the comparative findings and the normative framework advanced here provide the legal certainty that both financing institutions and consumers in Indonesia are currently denied.

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