

Legal Reconstruction of Guarantee Institutions In Online Loan Disputes without Collateral

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Abstract

This study analyzes the juridical implications of Decision No. 150/Pdt.G/2021/PN Cbi concerning the legal status of guarantee institutions in online loan disputes and their impact on legal protection and certainty. The absence of valid collateral in fintech-based lending has led to an increasing number of disputes, weakening creditors' legal standing and contractual enforcement. This research aims to evaluate how the court's interpretation in this decision reshapes the validity and enforceability of guarantees in digital lending contracts. Using a normative juridical method supported by qualitative analysis of legislation and judicial reasoning, the study explores the court's assessment of unsecured lending practices within the framework of civil law principles. The results indicate that the decision underscores the necessity of verifiable and enforceable collateral mechanisms to protect creditors' rights while maintaining fairness for debtors. Furthermore, the study highlights the urgency of reforming digital credit agreements to include structured verification and legal compliance mechanisms that uphold both transparency and contractual balance. The novelty of this research lies in its critical reconstruction of guarantee validity in online loan arrangements through the lens of judicial precedent, contributing to the development of civil law and fintech governance in Indonesia. The findings provide normative recommendations for policymakers to strengthen legal certainty, accountability, and consumer protection in digital financial transactions.

Keywords: *Court Decisions; Default; Guarantee Institutions; Legal Protection; Online Loans*

1. INTRODUCTION

The development of information technology has brought about significant transformations in various sectors of life, including the financial sector. One of the most tangible manifestations of this development is the emergence of online lending services, which are a part of financial technology (fintech). Online loans offer a fast, easy, and collateral-free application process, making them an alternative solution amid the economic difficulties faced by the public. However, behind this convenience lie various risks, particularly in terms of legal protection and the existence of guarantee institutions that lack a strong position within the civil law framework.¹ According to data from the Financial Services Authority (OJK), the total disbursed online loans in Indonesia reached hundreds of trillions of rupiah by 2024, indicating rapid growth and widespread public adoption.

In practice, many online loan cases lead to legal disputes, especially when consumers default on payments and service providers take inhumane collection measures, such as the dissemination of personal data or intimidation.² This illustrates that the absence of a clear guarantee institution in

¹ Miswan Ansori, "Perkembangan Dan Dampak Financial Technology (Fintech) Terhadap Industri Keuangan Syariah Di Jawa Tengah," *Wahana Islamika* 5, no. 1 (2021): 31–45, <https://doi.org/10.61136/xdqqfd52>.

² Tryani Syahputri et al., "Efektivitas Hukum Perlindungan Konsumen Terhadap Praktik Abusive Layanan Pinjaman Online Di Indonesia," *Jurnal Minfo Polgan* 14, no. 1 (2025): 1237–45, <https://doi.org/10.33395/jmp.v14i1.14988>.

fintech lending results in legal uncertainty for both parties. Hence, the main problem in this study is the weak legal recognition and regulation of guarantee institutions in Indonesia's online lending system. In fact, guarantees are a crucial aspect of credit transactions, which not only protect creditors but also provide legal certainty for debtors. In the context of online loans, the role of guarantee institutions becomes obscure due to the lack of legal clarity regarding their form and legal force. This raises major questions about the effectiveness of guarantee institutions in Indonesia online lending system.³ Therefore, a clear legal framework governing the validity and enforceability of collateral in fintech-based lending becomes essential to prevent abuse and ensure balanced protection.

The urgency of this research lies in the rapid growth of online lending practices without a proportional development of legal safeguards. This condition has created a gap between technological innovation and the law, which needs to be addressed through academic studies. Previous research by Kurnia shows that online lending services often operate without fulfilling the principle of legality in guarantee agreements. He highlights that the use of personal data as collateral is often done without the explicit and transparent consent of the debtor. Moreover, law enforcement in disputes between service providers and consumers remains weak, especially due to the absence of specific regulations governing guarantee institutions in fintech lending. This results in consumers being highly vulnerable in the event of default.⁴

Putri, in her research, addresses the issue of weak protection for online lending consumers in terms of comfort and legal assurance. She concludes that although there are formal regulations, such as POJK No. 77/POJK.01/2016, their implementation remains very weak in practice. Consumers do not receive adequate information about their rights, including the existence of any collateral object tied to the loan. Therefore, Putri recommends revising the rules that govern the lender's obligation to transparently and fairly explain agreement clauses to borrowers.⁵

Zahra and Solekhani, in their evaluation, argue that the effectiveness of online lending policies remains low because many providers do not adhere to basic principles of consumer protection. Using William Dunns evaluative indicators, they identified weaknesses in efficiency, fairness, and accountability among lending institutions. The existence of guarantee institutions, which should strengthen the legal standing of both lenders and borrowers, is instead overlooked. Therefore, there is a need to reaffirm the role of guarantee institutions in the online lending

³ Naufal Abdurrahman Supangkat, "Problematika Penyelenggaraan Financial Technology Berbasis Peer-to-Peer Lending (Analisa Yuridis Peraturan Otoritas Jasa Keuangan Nomor 77/POJK.01/2016)" (Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2020), [https://repository.uinjkt.ac.id/dspace/bitstream/123456789/56332/1/NAUFAL ABDURRAHMAN SUPANGKAT - FSH.pdf](https://repository.uinjkt.ac.id/dspace/bitstream/123456789/56332/1/NAUFAL%20ABDURRAHMAN%20SUPANGKAT-FSH.pdf).

⁴ Brilian Nino Kurnia and Shallman, "Analisis Yuridis Pinjaman Online Berbasis Jaminan Data Pribadi Yang Dibandingkan Dengan Praktik Pinjaman Konvensional" (Universitas Muhammadiyah Surakarta, 2022), <https://eprints.ums.ac.id/101118/>.

⁵ Debby Berliana Putri, "Perlindungan Konsumen Terhadap Jaminan Dan Kenyamanan Konsumen Pada Pinjaman Online," in *Proceedings Series on Social Sciences & Humanities*, 2024, 158–66, file:///C:/Users/USER/Downloads/27.+Putri+(158-166) (1).pdf.

system to enhance transaction accountability.⁶ This finding confirms that the current system fails to provide legal certainty, reinforcing the urgency of strengthening guarantee institutions in the online lending framework.

Suryanti and Media also emphasize the importance of both preventive and repressive legal protection in online lending services. They state that violations can be prevented through strengthened regulations on guarantees and the imposition of strict sanctions on businesses that misuse personal data. Meanwhile, repressive protection in the form of dispute resolution must involve alternative mechanisms such as mediation and arbitration. However, neither form of protection will be effective without clear legal recognition of guarantee institutions in online loans, which until now has not been explicitly defined in regulations.⁷

Wico, examine the effectiveness of the Financial Services Authority (OJK) in supervising illegal online lending. They found that many online lenders operate without licenses, use business models that harm consumers, and do not comply with rules regarding collateral. This study highlights that the weak legal standing of guarantee institutions has become a legal loophole exploited by illegal lenders. The OJK is considered to have not fully addressed this challenge due to limited authority and the absence of legal instruments specifically regulating collateral management in online lending services.⁸

Therefore, this research aims to offer a solution by reaffirming the role of guarantee institutions within the fintech lending system. By proposing improvements to regulations, reinforcing preventive measures, and enhancing repressive dispute resolution mechanisms, this study seeks to contribute to the creation of a more accountable, fair, and consumer-oriented online lending system in Indonesia.

Although many studies discuss consumer protection in online lending services, very few specifically address the existence and effectiveness of guarantee institutions from a juridical perspective.⁹ In fact, under civil law, guarantees serve a preventive function to avoid defaults and form the basis for execution when a debtor breaches the contract. The absence of discussion on guarantee institutions in online lending transactions reveals a gap in legal literature that must be addressed through in-depth legal research based on judicial practice.

⁶ Difa Meylia Zahra and Salsa Khusnus Solekhani, "Evaluasi Kebijakan Penyelenggaraan Pinjaman Online Untuk Menciptakan Perlindungan Menyeluruh Kepada Konsumen," *Innovative: Journal of Social Science Research* 4, no. 2 (2024): 6395–6409, <https://j-innovative.org/index.php/Innovative/article/view/7057>.

⁷ Wilda Azizhah Suryanti and Yofiza Media, "Kajian Yuridis Perlindungan Hukum Bagi Nasabah Pinjaman Online Dalam Perspektif Peraturan OJK No. 77/POJK.01/2016 Tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi," *Kumpulan Executive Summary Wisudawan Fakultas Hukum Ke-77* 13, no. 1 (2022), <https://ejournal.bunghatta.ac.id/index.php/JFH/article/view/20322>.

⁸ Standy Wico, Fransiska Natalia, and Steven Nigel Bunalven, "Efektivitas Otoritas Jasa Keuangan (OJK) Dalam Mengawasi Permasalahan Praktik Pinjaman Online Ilegal Di Indonesia," *Lex Jurnalica* 19, no. 1 (2022): 9–12.

⁹ Muhammad Yusuf, "Perlindungan Hukum Terhadap Debitur Pada Layanan Pinjaman Uang Berbasis Financial Technology" (Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2019), https://repository.uinjkt.ac.id/dspace/bitstream/123456789/47544/1/MUHAMMAD_YUSUF-FSH.pdf.

This research is significant as it originates from a study of Decision No. 150/Pdt.G/2021/PN Cbi, which provides a concrete illustration of how the court interprets the position of guarantees in online lending transactions. By examining the legal considerations used by the judge, this study aims to assess the extent to which the existence of guarantee institutions in online lending is recognized and protected by law. Furthermore, the research will also evaluate whether the judiciary has adapted to the rapid development of financial technology and is capable of addressing the new legal challenges that arise from it.

The purpose of this study is to critically examine the effectiveness of guarantee institutions in online lending transactions by highlighting the juridical aspects and practical implications through an analysis of Decision No. 150/Pdt.G/2021/PN Cbi. This research is expected to contribute to the development of civil law, particularly in relation to legal practices involving digital financial technology. In addition to its academic novelty, the study also provides practical contributions by offering recommendations for regulators and policymakers to strengthen the legal framework of fintech lending and ensure greater protection for consumers and creditors alike.

2. METHOD

This research employs a normative juridical (doctrinal legal research) method, which regards law as a system of written norms that apply formally and serve as a guide in resolving legal issues. This method is chosen because the study aims to analyze legal norms regulating guarantee institutions in online lending disputes and to assess the judges legal reasoning in Decision No. 150/Pdt.G/2021/PN Cbi. The normative approach allows the researcher to interpret the relationship between statutory provisions and judicial practice in determining the legal position and effectiveness of guarantee institutions within civil law.

The type of research used is descriptive-analytical legal research. This study aims to systematically describe how the court interprets the legal relationship between the plaintiff and the defendant involving claims of debt, while also identifying the presence or absence of guarantees in the agreement.¹⁰

the researcher interprets how the provisions of civil law and fintech regulations are applied by the court in assessing the existence and enforceability of guarantees in online lending.¹¹ The normative juridical method thus aligns directly with the research objective to provide a legal analysis of the norms and judicial interpretation concerning guarantee institutions in online loan disputes. The findings are expected to contribute both academically and practically to the development of stronger legal certainty for creditors and consumers in digital financial transactions.

¹⁰ Peter Mahmud Marzuki, *Pengantar Ilmu Hukum (Introduction to Legal Studies)* (Jakarta: Kencana Prenada Media Group, 2021).

¹¹ Dadan Hasan Sadikin et al., *Pengantar Ilmu Hukum* (Sidoarjo: CV. Duta Sains Indonesia, 2024).

3. RESULTS AND DISCUSSION

3.1 Legal Analysis of the Position of Guarantee Institutions in Civil Disputes Regarding Money Loans in Decision No. 150/Pdt.G/2021/PN Cbi

Guarantee institutions in civil law ensure legal certainty and creditor protection in loan agreements. A guarantee reflects the debtors responsibility to fulfill obligations and serves as protection in case of default. Under Articles 1131 and 1132 of the Civil Code, all debtor assets, present and future, act as general collateral, shared equally among creditors. However, this general guarantee often fails when assets are insufficient or difficult to trace. Hence, specific guarantee institutions such as mortgages, fiduciary security, pledges, hypothecs, and personal guarantees are crucial to effectively enforce debtor obligations.¹² Juridically, guarantee institutions are classified into material and personal guarantees. Material guarantees give creditors preferential rights to repayment from specific assets, such as mortgages, pledges, fiduciary security, and hypothecs, and can be executed directly upon default. Personal guarantees, like *borgtocht*, involve a third party assuming liability if the debtor fails, serving as a supplementary safeguard. While less powerful, *borgtocht* still expands the debtors accountability. Doctrinally, material guarantees offer stronger legal protection due to their tangible nature, registration, and ease of execution making them vital in modern, high-risk financial transactions.¹³

Guarantee institutions also serve as risk mitigation tools in banking and fintech lending. Without enforceable guarantees, loan recovery becomes difficult. In fintech lending, unsecured loans are still common, raising default risks that are hard to pursue legally. Despite technological progress, prudence and collateral remain irreplaceable principles.¹⁴ The rise of digital transactions introduces new challenges. Many online loan agreements lack clear guaranteed objects, making debt collection difficult when defaults occur. Often, plaintiffs fail to prove a legally binding or notarized guarantee, questioning the effectiveness of existing systems. Thus, a regulatory update from the Financial Services Authority (FSA) is needed to clarify digital guarantee procedures and legal strength.¹⁵

From academic perspectives, Wahyuni & Purwanto emphasize that the legal binding of collateral prevents bad loans, especially when debtor credibility is doubtful.¹⁶ Janistriwati et al. also note that conventional banking ensures legal certainty through fiduciary or mortgage structures,

¹² Husnia Hilmi Wahyuni and Purwanto Purwanto, "Analisis Hukum Terhadap Jaminan Kredit Dalam Perspektif Pencegahan Kredit Macet," *Binamulia Hukum* 13, no. 2 (2024): 297–311, <https://doi.org/10.37893/jbh.v13i2.954>.

¹³ Rivaldo Marcello Kaliey, "Kedudukan Benda Tak Bergerak Sebagai Jaminan Dalam Perjanjian Kredit," *Lex Privatum* 11, no. 1 (2023), <https://repository.unissula.ac.id/35453/>.

¹⁴ Ira Annisa, "Perlindungan Hukum Bagi Pemberi Pinjaman Terhadap Klausula Baku Dalam Perjanjian Layanan Peer-to-Peer Lending (Studi Kasus Layanan Peer to Peer Lending Asetku)," *Lex Renaissance* 7, no. 3 (2022): 491–509, <https://doi.org/10.20885/JLR.vol7.iss3.art4>.

¹⁵ Erin Oktaviana Winarta Putri, "Transformasi Kontrak Dalam Era Digital: Tantangan Hukum Bisnis Dalam Transaksi Elektronik Di Bisnis Sewa Kebaya Online" (Universitas Islam Sultan Agung Semarang, 2024), <https://repository.unissula.ac.id/35453/>.

¹⁶ Wahyuni and Purwanto, "Analisis Hukum Terhadap Jaminan Kredit Dalam Perspektif Pencegahan Kredit Macet."

whereas fintech lending prioritizes speed over legality, increasing risks and complicating dispute resolution.¹⁷ Hence, fintechs legal protection depends on the compliance and formal execution of collateral arrangements.

Furthermore, guarantee institutions serve both preventive and repressive functions in legal relationships. Their preventive function is to encourage the debtor to fulfill obligations due to the risk of losing the guaranteed asset. The repressive function provides a legal recourse for creditors when the debtor breaches the agreement. In this context, the strength of a guarantee institution depends on the clarity of its binding process, the form of the guarantee, and the ease of its execution. Hence, the legal validity of a guarantee depends on compliance with formal procedures stipulated by law; without such compliance, a guarantee lacks enforceability.

In court-based dispute resolution, the existence of a guarantee can simplify the evidentiary process and expedite case resolution. If the guarantee is legally bound, the court can promptly order the execution of the collateral. Conversely, when no guarantee exists or when the legal status of the guarantee is unclear, the court must assess. Such uncertainty weakens the creditor's position and often delays the settlement process.¹⁸

In digital lending, the absence of a clear collateral system often triggers unfair collection practices and weakens creditor protection. Strengthening the guarantee system in online transactions is thus crucial to ensure justice and legal certainty for all parties.¹⁹ The Financial Services Authority (FSA), as the regulator of fintech lending, needs to promote standardized guarantee mechanisms by encouraging digital escrow or electronic fiduciary systems that are formally registered and enforceable. Such integration would create a more balanced and enforceable digital lending environment.²⁰

The position of guarantee institutions in civil loan disputes is a crucial element in securing the rights and obligations of the parties. Guarantee institutions thus remain vital in both traditional and digital lending to ensure balanced legal protection and the enforceability of obligations.²¹

Decision No. 150/Pdt.G/2021/PN Cbi is a civil dispute between a plaintiff who lent money to the defendant without a legally binding guarantee. The core of the dispute stemmed from a friendship between the plaintiff and the defendant, in which the plaintiff lent a sum of IDR

¹⁷ Sylvia Janisriwati, Paula Swandayani Hartanto, and Theresia Fedora Lolo, "Perubahan Jenis Bank Terhadap Kedudukan Jaminan Kredit," *Jurnal Education and Development* 9, no. 2 (2021): 205–14, <https://doi.org/10.37081/ed.v9i2.2534>.

¹⁸ Muhammad Rizki Prayogi, Nancy Silvana Haliwela, and Marselo Valentino Geovani Pariela, "Kedudukan Hak Cipta Sebagai Jaminan Hutang Pada Perjanjian Kredit Bank," *Pattimura Law Study Review* 2, no. 1 (2024): 98–104, <https://dspace.uui.ac.id/handle/123456789/42240>.

¹⁹ Sri Resti Elviza, "Perlindungan Hukum Kreditur Terhadap Pemenuhan Kewajiban Debitur Dalam Perjanjian Kredit Yang Menggunakan Jaminan Hak Tanggungan Dalam Relaksasi Covid 19 (Studi BPR Dana Amanah Pelalawan Riau)" (Universitas Islam Indonesia, 2022), <https://ejournal.unsrat.ac.id/index.php/lexprivatum/article/view/45539>.

²⁰ Hari Sutra Disemadi and Regent Regent, "Urgensi Suatu Regulasi Yang Komprehensif Tentang Fintech Berbasis Pinjaman Online Sebagai Upaya Perlindungan Konsumen Di Indonesia," *Jurnal Komunikasi Hukum (JKH)* 7, no. 2 (2021): 605–18, <https://doi.org/10.23887/jkh.v7i2.37991>.

²¹ Aidil Falaq Adiyaksa et al., "Aspek-Aspek Hukum Perdata Terhadap Penyaluran Kredit Perbankan Kepada Masyarakat," *Al-Zayn: Jurnal Ilmu Sosial & Hukum* 3, no. 3 (2025): 2379–85, <https://doi.org/10.61104/alz.v3i3.1627>.

65,000,000 to the defendant based on trust, without any formal written agreement and without collateral, whether in rem or personal. During the court proceedings, the plaintiff claimed that the defendant had committed a breach of contract by failing to repay the loan as agreed, while the defendant denied ever receiving the loaned money.

In its consideration, the panel of judges assessed that the legal relationship between the parties was not proven with a written agreement or valid and complete proof of transfer. The witness testimony was the only piece of evidence submitted by the plaintiff to support the claim. In the ruling, the judges stated that the lawsuit could not be accepted because the plaintiff failed to prove the existence of a loan agreement and the amount in dispute. Consequently, the judges did not touch upon the substance of collateral, as the main issue did not reveal any form of collateral associated with the transaction.

In adjudicating Case Number 150/Pdt.G/2021/PN Cbi, the panel of judges undertook a comprehensive examination of the legal framework surrounding the civil dispute involving a claim of default (*wanprestasi*) in an alleged lending agreement. As is standard in civil proceedings, the court began by identifying whether a valid legal relationship existed between the plaintiff and the defendant. The plaintiff argued that the defendant had borrowed a sum of IDR 65,000,000 under an informal agreement. However, the court emphasized that a valid and enforceable lending relationship in civil law requires adequate evidence, such as a written agreement, notarial deed, or legally recognized documentation showing the existence of such a contract. In this case, the plaintiff was unable to submit strong written evidence that could confirm the presence of a legally binding agreement, which undermined the foundational claim of the lawsuit.

Furthermore, the court considered the second crucial element in civil dispute namely, whether performance and default had occurred. The plaintiff alleged that the money had been disbursed to the defendant and that the defendant had failed to return the amount within the agreed timeframe. Nevertheless, the judges found that the plaintiff's assertion lacked legal weight, as the alleged disbursement of funds was not supported by reliable proof, such as bank transfer records, receipts, or an acknowledgment of debt signed by the defendant. Instead, the plaintiff relied primarily on witness testimony, which, while admissible, is deemed insufficient under Indonesian civil procedural law if not corroborated by other forms of concrete documentary or electronic evidence.

In evaluating the third component namely, the probative value of the submitted evidence, the court examined documentary submissions, witness statements, and any admissions or denials by the parties. It was found that the plaintiff had failed to submit any notarial deed, loan agreement, or documentation concerning the loan arrangement, the timing of the alleged agreement, or the use of any collateral to secure the repayment. The absence of such documents led the judges to conclude that there was no definitive legal object which could serve as the foundation for

upholding the plaintiff's rights or for considering the enforcement of any kind of guarantee in the event of breach.

The judges' reasoning emphasized prudence and evidentiary completeness as essential elements of legal justice. They reaffirmed that formal documentation and collateral are not merely administrative requirements, but fundamental to legal certainty and fairness for both parties.²² This aligns with the principle that civil justice must balance the creditor's right to security with the debtors right to due process.²³

What emerges clearly from this ruling is that the absence of a formally executed and legally binding security instrument rendered the plaintiff's position as a creditor extremely vulnerable. A loan agreement that is not accompanied by collateral or formal documentation limits not only the lender's ability to enforce the debtors obligations but also constrains the court's ability to render a decision grounded in legal certainty. The judges explicitly stated that oral agreements and undocumented transactions especially in civil matters involving significant sums do not fulfill the standard of proof required under Indonesian civil procedure.

This situation underscores a central tenet of civil law jurisprudence: collateral is not a mere accessory but a critical legal instrument designed to secure performance and mitigate risks. The nonexistence of such a guarantee in this case served as a barrier to the plaintiff's claim, since there was no registered or identifiable object such as immovable property with a certificate of right, or fiduciary-registered moveable assets that could be used to enforce restitution or substitute compensation in the event of nonperformance.

The importance of having a collateral agreement especially one that is formally registered or notarized thus becomes paramount. Not only does it provide security to the lender, but it also serves as evidence that a valid and enforceable agreement existed, thereby aiding judges in the application of civil law. The absence of such documentation significantly reduces the creditor's leverage and weakens the legal force of their claims, as seen in this case. Finally, this ruling reflects the broader challenges faced in civil dispute resolution involving informal lending arrangements. It affirms that in the absence of clear legal instruments, such as collateral agreements, fiduciary deeds, or even simple loan acknowledgments, the court may have no option but to reject claims, even if the plaintiff acted in good faith. The legal system emphasizes not merely the intention of the parties but the formality and completeness of their agreements.

Thus, the lesson drawn from this case is clear: to ensure the enforceability of a lending transaction, especially those involving substantial sums, it is not enough to rely on verbal commitments or witness testimony. Legal certainty and creditor protection demand that such

²² Yusri, "Rekonstruksi Regulasi Pembuktian Dalam Peradilan Perdata Berbasis Pada Nilai Keadilan," 2023, [http://repository.unissula.ac.id/31129/%0Ahttp://repository.unissula.ac.id/31129/1/Program Doktor Ilmu Hukum_10302100083_fullpdf.pdf](http://repository.unissula.ac.id/31129/%0Ahttp://repository.unissula.ac.id/31129/1/Program%20Doktor%20Ilmu%20Hukum_10302100083_fullpdf.pdf).

²³ Joko Susilo and Ade Gunawan, "Analysis of Judges' Considerations in Considering and Imposing a *Niet Ontvankelijke Verklaard* (N.O.) Decision at the Sleman District Court," *UHSA Institute (Institut Hukum Sumberdaya Alam)* 13, no. 1 (2024): 139–49, <https://legal.isha.or.id/index.php/legal/article/view/933/638>.

arrangements be supported by written agreements, notarized instruments, and if necessary, legally registered collateral to ensure the enforceability of the debtors obligations and the credibility of the claim in the eyes of the court.

In relation to online loans or fintech lending, this ruling serves as a real example of the legal risks that may arise when loans are not accompanied by an adequate security system. Although the context of the ruling does not directly concern digital loans, the dispute structure and pattern of unsecured relationships are similar to many cases on online lending platforms. Therefore, future legal protection for creditors must aim to strengthen the binding of collateral, both through stricter regulation and through public education about the importance of documentation and collateral in loan transactions.

Thus, Decision No. 150/Pdt.G/2021/PN Cbi can serve as a legal lesson about the weakness of a creditor's claim when not supported by valid evidence and collateral. Even though the substance of the case involved a breach of contract, the court could not grant the claim due to the failure to meet the formal evidentiary aspects. Therefore, it is not only the clarity of the agreement that is important in financial transactions, but also the existence of collateral as an additional legal safeguard that can strengthen the creditor's position in facing the risk of default.

3.2 Legal Protection for Parties in Unsecured Loan Agreements in Decision No. 150/Pdt.G/2021/PN Cbi

Loan agreements are a form of contract governed by Articles 1754 to 1769 of the Indonesian Civil Code.²⁴ These articles provide the legal foundation for the legal relationship between the lender and the borrower, either in written or oral form. In practice, not all loan agreements are accompanied by specific collateral or guarantees, giving rise to the term “unsecured loans”.²⁵ This type of agreement is typically more flexible, simple, and less burdensome for the debtor because it does not require pledged assets as a main condition. However, this flexibility creates substantial risk, especially for the creditor, because in the event of default, there is no specific collateral object that can be directly executed. Therefore, unsecured loan agreements require greater attention in terms of legal protection for both parties to uphold the principles of justice and legal certainty.²⁶

Although they do not include specific guarantees, unsecured loans are still subject to general principles of civil law. This is emphasized in Article 1313 of the Civil Code, which states that an agreement is an act by which one or more persons bind themselves to one or more other

²⁴ Sang Ayu and Made Ary, “The Legal Power of the Notary’s Covernote in Credit Agreements Guarantee Legal Perspective,” 2022, 279–83, <https://eproceeding.undwi.ac.id/index.php/multi-sector/article/view/432>.

²⁵ Ario Wendra, “Study Of Raw Contracts in Electronic Contracts in The Digital Era Based on Indonesian Contract Law,” *Strata Law Review* 2, no. 1 (2024): 20–50, <https://doi.org/10.59631/slr.v2i1.103>.

²⁶ Bonita Larasati Mahnadewi, “Perlindungan Hukum Bagi Kreditur Terhadap Debitur Yang Wanprestasi Dalam Perjanjian Kredit Tanpa Agunan” (UPN “Veteran” Jawa Timur, 2023), <https://repository.upnjatim.ac.id/12119/1/COVER.pdf>.

persons.²⁷ In this sense, there is no requirement for an agreement to be made in writing or to be accompanied by specific guarantees. In fact, Article 1338 of the Civil Code confirms that every legally made agreement applies as law for those who make it. Thus, legal protection for the parties in unsecured loan agreements must still be ensured through a valid agreement mechanism, even if it is simple and not tied to any pledged object or asset as debt repayment collateral.²⁸

On the other hand, Articles 1131 and 1132 of the Civil Code provide legal protection to creditors through the principle that all the debtors assets, whether movable or immovable, existing now or in the future, become general collateral for fulfilling civil obligations. This means that even if no specific object is explicitly pledged, the law still allows creditors to collect from and execute the debtors assets in the event of default. However, applying this principle also carries the risk of uncertainty and imbalance, especially if execution is carried out without clear procedures or without the debtors knowledge. In this context, legal protection for the debtor becomes important, especially to ensure that the collection or seizure process does not violate the principle of proportionality and the consumer protection principle.²⁹

Legal protection for debtors in unsecured agreements is an issue that is often overlooked. When no specific object is pledged as collateral, the debtor is vulnerable to the execution of all of their assets, even without knowing which items can be targeted for execution. This is certainly harmful, especially if those items are already pledged elsewhere. In practice, many financial institutions or lending service providers engage in inhumane and intimidating collection methods, such as disseminating the debtors personal data or applying psychological pressure through third parties. Such practices clearly violate the principles of consumer protection as stipulated in Law No. 8 of 1999, particularly Article 18 paragraph (1), which prohibits the inclusion of unilateral and detrimental standard clauses to the consumer.³⁰

The need for legal protection in unsecured loan agreements is also reinforced by the development of technology-based financial systems, such as fintech and peer-to-peer lending services. In many cases, agreements are made digitally without face-to-face interaction between parties. This practice indeed offers efficiency but also opens opportunities for misuse, either by the creditor or the debtor. Therefore, Financial Services Authority Regulation No. 77/POJK.01/2016 was issued to regulate and provide a legal umbrella for information technology-based lending services. This

²⁷ Dhaniswara K Hatjono, "Standard Agreements in the Concept of Freedom of Contract," *Russian Law Journal* 11, no. 3 (2023): 652–57, <https://doi.org/10.52783/rlj.v11i3.1254>.

²⁸ Dwiyanto Sidiq Saputro, "Tinjauan Yuridis Perlindungan Hukum Bagi Para Pihak Dalam Penyelesaian Kasus Wanprestasi Pada Perjanjian Pinjam-Meminjam Uang Di Semarang (Studi Kasus Putusan Pengadilan Nomor: 345/Pdt. G/2016/Pn. Smg)" (Universitas Islam Sultan Agung Semarang, 2022), <https://repository.unissula.ac.id/28747/>.

²⁹ Sudiarti Elin and Nuraliah Ali, "Perlindungan Hukum Bagi Pemberi Pinjaman Terhadap Resiko Gagal Bayar Pinjaman Online," *Palangka Law Review* 3, no. 1 (2023): 14–31, <https://doi.org/10.52850/palarev.v3i1.9487>.

³⁰ Bagus Alit Pradnyana Artha Wirawan, I. Nyoman Putu Budiarta, and Ni Made Puspasutari Ujjanti, "Wanprestasi Pihak Debitur Dalam Perjanjian Non Kontraktual Dengan Jaminan Gadai," *Jurnal Konstruksi Hukum* 3, no. 1 (2022): 40–45, <https://doi.org/10.22225/jkh.3.1.4232.40-45>.

regulation requires transparency of information, protection of personal data, and adequate feasibility assessments of prospective borrowers before the facility is provided.³¹

Both preventive and repressive legal protections are essential. Preventive measures include careful drafting of agreements and transparent information, while repressive measures arise when one party violates the agreement and resolution must be pursued through civil lawsuits, authority reporting, or alternative dispute resolution such as mediation or arbitration.³²

The establishment of a trust-based principle in unsecured loans also plays an important role. Since there is no physical collateral, trust becomes the foundation of the relationship between the parties. Assessing the debtors track record and ability to repay becomes crucial. Nevertheless, such trust must still be supported by a strong legal framework to prevent losses in cases of bad faith.³³ From a legal perspective, prudence and proportionality must be observed in enforcing rights and obligations. A creditor cannot immediately execute all debtor assets without legal procedure, and a debtor cannot avoid repayment obligations simply because collateral does not exist.³⁴ Legal protection in unsecured loan agreements is thus necessary to ensure fairness, legal certainty, and balance between both parties. The state must be present through responsive legislation and effective supervision, while parties themselves must act in good faith and respect each other's rights.

Furthermore, it is important to understand that not only debtors require legal protection in unsecured agreements. Creditors are also entitled to legal protection regarding their right to recover the funds they have lent. In unsecured financing systems, the risk of default becomes a real threat to lenders, especially if the legal relationship is not supported by written documents or not clearly outlined in a formal agreement. Therefore, the form of the agreement and supporting documents become vital instruments to safeguard the legal positions of the parties. Ideally, the agreement should still be made in writing, and if possible, notarized, to possess perfect evidentiary power in litigation if disputes arise.³⁵

The civil case Number 150/Pdt.G/2021/PN Cbi essentially illustrates the concrete dynamics between the provider of information technology-based lending services (*PT Stanford Teknologi Indonesia*) as the plaintiff and the individual debtor (Santi Trisnawaty, S.E.) as the defendant who was alleged to have committed a default. Although the initial agreement did not explicitly state the absence of collateral, the core issue that arose was the unusability of the pledged

³¹ Elin and Ali, "Perlindungan Hukum Bagi Pemberi Pinjaman Terhadap Resiko Gagal Bayar Pinjaman Online."

³² Kornelius Benuf et al., "Pengaturan Dan Pengawasan Bisnis Financial Technology Di Indonesia," *Dialogia Iuridica: Jurnal Hukum Bisnis Dan Investasi* 11, no. 2 (2020): 46–69, <https://doi.org/10.28932/di.v11i2.2001>.

³³ Bambang Setyabudi, "Rekonstruksi Regulasi Perlindungan Hukum Bagi Debitur Dan Pihak Ketiga Dalam Perjanjian Kredit Dengan Objek Jaminan Fidusia Berbasis Keadilan" (Universitas Islam Sultan Agung, 2022), <https://repository.unissula.ac.id/30929/>.

³⁴ Devi Yanti Hulu, "Implementasi Prinsip Kehati-Hatian Bank Dalam Perjanjian Kredit Sebagai Upaya Perlindungan Hukum Terhadap Pihak Ketiga" (Universitas Medan Area, 2024), <https://doi.org/https://doi.org/10.52850/palarev.v3i1.9487>.

³⁵ Elvira Fitriyani Pakpahan et al., "Perlindungan Hukum Dalam Perjanjian Meminjam Uang Secara Online Pada Aplikasi Home Credit," *Jurnal Interpretasi Hukum* 4, no. 2 (2023): 248–54, <https://doi.org/10.55637/juinhum.4.2.7595.248-254>.

collateral object, because its legal status had been blocked by the land agency due to a criminal process. In this context, the legal protection initially expected by the plaintiff as a creditor became ineffective because the collateral in the form of a land certificate submitted by the defendant could not be encumbered with a security right due to the blocking based on a police report. This situation illustrates how legal protection for creditors can be compromised when the validity of the collateral is not thoroughly verified or when the debtor conceals material facts about the proposed collateral object.

The plaintiff in this case asserted that a credit facility of IDR 1,050,000,000 had been granted to the defendant based on the Credit Facility Offer Letter Griya Multi Number 018/SECLOAN/CER/OL/IX/19 dated September 16, 2019, and was formally set forth in the Credit Agreement Deed No. 32 dated September 17, 2019 before Notary Putranto Nur Utomo, S.H., M.Kn. In this deed, it is stated that as collateral, the defendant submitted a plot of land measuring 408 m² in the Bogor Regency area with Ownership Certificate No. 2922/Nagrak. However, it was later discovered that the land object had been blocked by the Bogor Regency Land Office due to a report from a third party regarding alleged document forgery or other unresolved legal issues by the defendant. This fact clearly gave rise to serious legal problems because the plaintiff could not proceed with the imposition of a security right as promised, and the creditor's rights were not effectively protected.

During the trial, the plaintiff submitted authentic evidence in the form of the Credit Agreement Deed (Exhibit P-1), the SKMHT Deed (Power of Attorney to Encumber Mortgage) (Exhibit P-2), and the Mortgage Granting Deed (APHT) No. 427 of 2019 (Exhibit P-3). However, the most crucial evidence that demonstrated the obstruction of the mortgage execution was the Land Registration Certificate (SKPT) from the Land Office stating the existence of a block on the collateral object, based on a request from Co-defendant II (Exhibit P-5). In her defense, the defendant did not deny that the blocking occurred, but refused to be held accountable for the status, claiming ignorance of the legal implications of the police report that had been previously filed. However, for the panel of judges, the defendant's ignorance of the legal status of the collateral object actually indicated a lack of diligence and bad faith in applying for the loan, as the object pledged as collateral in the agreement was in dispute or legally problematic.

The panel of judges, in its consideration, assessed that the defendant had committed a default, not only because of failure to repay the loan according to the agreed time but also for not openly informing about the legal issues regarding the submitted collateral. Article 6 of the Credit Agreement explicitly states that the creditor has the right to demand full repayment of the debt immediately and simultaneously if the debtor is negligent or involved in legal matters. The fact that the collateral object could not be encumbered with a mortgage due to a block from a prior criminal report served as evidence that the defendant did not act in good faith. The judge referred to the principle in Article 1338 of the Civil Code concerning the principle of *pacta sunt servanda* and also Article 1238 of the Civil Code which regulates that a debtor is considered negligent if

he does not fulfill his obligations after being given a warning or summons. In this case, the plaintiff had issued two written summonses, yet there was still no effort from the defendant to resolve the matter.

Furthermore, the judges legal consideration also referred to the doctrine of default as presented by Yahya Harahap, which states that violations of the contents of the agreement, including discrepancies in the execution of collateral or negligence in conveying relevant information regarding the fulfillment of obligations, constitute a form of default that can be sued in a civil manner.³⁶ In this context, although on the surface it appeared that there was collateral in the form of land, in reality, the collateral was not legally valid because it could not be executed due to the blocking. Therefore, the plaintiff de facto had no collateral and was in a legal position equivalent to an unsecured loan relationship.³⁷ This position is highly vulnerable because, without legal action, the plaintiff has no means to ensure repayment of the debtors debt.

The implications of Yahya Harahap's doctrine in this case demonstrate that the existence of collateral must not only be factual but also juridically enforceable. Harahap emphasizes that a guarantee should serve as a tool of legal certainty that ensures performance and facilitates creditor protection in case of default. In this decision, although the plaintiff claimed there was land as collateral, the absence of legal documents that could prove the enforceability of that collateral (e.g., certificates, notarial deed of hypothecation, or proper registration) rendered the object ineffective as a legal instrument. As a result, the judge could not treat it as collateral under civil law, reinforcing Harahap's argument that the mere existence of a claim of guarantee without formal legal binding weakens the creditor's position significantly.

Moreover, the blocked status of the land, which was used as a supposed guarantee, further illustrated the deficiency in legal preparation on the part of the plaintiff.³⁸ According to Harahap, when a creditor fails to perfect the guarantee by not completing administrative, legal, or procedural requirements they cannot later rely on that guarantee for legal remedies. This situation reflects the legal risk of informal loan arrangements where collateral is not formally executed. It also aligns with the judges view that any guarantee offered must meet the formal requirements stipulated in relevant laws (such as the Agrarian Law and the Law on Fiduciary or Mortgage Rights), without which the protection mechanisms embedded in the law cannot be activated. Hence, the judgment serves as a cautionary precedent that even in private lending, collateral arrangements must comply with strict legal standards to be effective in dispute resolution.

In its final decision, the panel of judges partially granted the plaintiff's claim and declared that the defendant had committed default. The judge stated that the defendant must pay the entire

³⁶ A. Rahim, *Dasar-Dasar Hukum Perjanjian: Perspektif Teori Dan Praktik* (Makassar: Humanities Genius, 2022).

³⁷ I Ketut Oka Setiawan, *Hukum Pendaftaran Tanah Dan Hak Tanggungan* (Jakarta: Sinar Grafika, 2025).

³⁸ Hendra Kusuma Putra Setiyabudi, "Kajian Hukum Terhadap Pemblokiran Pada Buku Tanah Dalam Pendaftaran Tanah," *Lex Et Societatis* 8, no. 3 (2020), <https://doi.org/10.35796/les.v8i3.29497>.

principal debt, interest, and late fees, and imposed court costs on the defendant. Although there was no execution of the collateral object due to its disputed status, the panel of judges provided a legal basis for the plaintiff to continue collecting the debt through other civil mechanisms. This shows that even if the initial agreement includes collateral, if the object cannot be executed legally, then the legal relationship status practically changes into an unsecured loan relationship, and the available legal protection mechanism becomes limited to the execution of the debtors assets based on Article 1131 of the Civil Code.

This case also teaches that legal protection for creditors is highly dependent on the validity and feasibility of the collateral submitted by the debtor. In many similar cases, when the collateral object is problematic or turns out to be unusable as a repayment tool, the entire financing risk reverts back to the creditor. Therefore, in financing practice, comprehensive verification of the collateral object must be carried out before disbursement. The judge in this decision implicitly provided an important legal lesson that relying solely on a notarial deed or administrative formality is not sufficient, but also requires due diligence on the legal status of the collateral object to prevent potential execution failures in the future. Otherwise, the legal position of the lender becomes very weak, even nearly unprotected.

This decision reflects how legal protection in practice cannot always be fully relied upon solely from deeds or agreements, but requires a combination of due diligence, the precautionary principle, and the obligation to act in good faith by the parties. Although juridically, the creditor has the right to demand repayment on the basis of default, without valid and enforceable collateral, the repayment process can become long, complex, and does not guarantee full recovery of losses. Thus, this case becomes a concrete example of how legal protection for parties in loan agreements without collateral or those that fail to realize their collateral must be based on strong legal mechanisms and high caution in their implementation.

4. CONCLUSION

This study concludes that Decision No. 150/Pdt.G/2021/PN Cbi represents a significant judicial milestone in redefining the legal validity of guarantees in online lending without collateral. The findings reveal that the absence of verifiable collateral weakens creditors' legal standing and challenges the enforceability of digital credit agreements, underscoring the need for an integrated legal framework that ensures both creditor protection and debtor fairness. The court's reasoning emphasizes that a valid guarantee mechanism is fundamental to maintaining contractual balance and legal certainty within the fintech ecosystem. The novelty of this research lies in offering a critical reconstruction of guarantee institutions through judicial interpretation, integrating civil law principles with contemporary financial technology dynamics. This dual approach contributes to the development of a responsive legal model that bridges normative doctrine and digital innovation. Accordingly, the study recommends regulatory reforms that establish standardized verification procedures, strengthen supervision of fintech lending contracts, and promote transparency through the implementation of digital collateral systems. Such reforms are essential

to reinforce accountability, enhance consumer protection, and ensure the realization of substantive justice in Indonesia's digital financial governance.

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