

## Legal Cases Regarding Online Loans Relating to Violations of Contract Agreements and Debtor Data Protection

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**Abstract.** *The expansion of online lending services (peer-to-peer lending) in Indonesia has facilitated easier access to credit but simultaneously introduces legal risks related to contract breaches and the protection of borrowers' personal data. This study adopts a literature review approach to examine actual cases and the relevant legal framework, including the Consumer Protection Law, the Electronic Information and Transactions Law, and the Personal Data Protection Law. The analysis reveals that, despite the existing regulations, online lending practices remain susceptible to issues such as excessive interest rates, unauthorized dissemination of personal data, and aggressive debt collection practices. Ensuring effective legal protection necessitates comprehensive consumer education, stringent regulatory oversight, and rigorous enforcement of sanctions. This study contributes to understanding the legal challenges within the fintech sector and highlights the critical importance of safeguarding consumers to maintain a fair and secure online lending environment.*

**Keywords:** *Consumer; Online; Personal Data; Protection.*

### 1. INTRODUCTION

Indonesia is currently undergoing a significant transformation in the financial services sector as a result of rapid financial technology (fintech) development, particularly through online lending services in the form of peer-to-peer (P2P) lending. These services offer ease of access and fast fund disbursement, making them an alternative for individuals who require loans outside conventional banking institutions (Priliasari, E., 2019). However, such convenience has also given rise to various complex legal and social issues, particularly concerning contract violations and the protection of borrowers' personal data. Peer-to-peer lending refers to a financial service that connects lenders and borrowers through an internet-based electronic system, which in theory enables the lending process to be more efficient and transparent (Budhijanto, D., 2010).

The growing popularity of online lending has significantly accelerated the expansion of fintech service providers, including both licensed and illegal platforms. Many people are attracted by promotional offers such as rapid disbursement, flexible repayment tenors, and the absence of collateral requirements, even though the interest rates offered are generally higher than those of conventional banks (Sugangga & Sentoso, 2020). This practice creates a dualism between financial convenience and legal risk for debtors, particularly when borrowers encounter difficulties in repaying their loans. This phenomenon indicates that advancements in financial technology are not always accompanied by adequate legal protection.

One of the local fintech platforms that has attracted significant public attention is Kredivo, which offers unsecured loans with various tenors of up to 12 months. Kredivo is legally registered and licensed by the Financial Services Authority (Otoritas Jasa Keuangan/OJK) and is therefore subject to national regulatory oversight. However, several cases indicate the presence of practices that may be detrimental to debtors, including high interest rates, escalating late payment penalties, and onerous borrowing requirements. These conditions create an imbalance in the legal position between debtors and creditors, thereby raising serious concerns regarding potential violations of contractual principles (Kurniawan, LF, 2023).

A case involving Kredivo attracted public attention when a customer in Surabaya reported debt collection practices that were considered harassing and psychologically distressing. This report sparked public debate regarding the ethical conduct of debt collectors and the billing procedures employed by online lending platforms, while also raising questions about the extent to which existing regulations are capable of protecting consumers from harmful practices. The incident demonstrates that, despite the company's legal status, certain operational practices in the field have not fully complied with the principles of consumer protection (Shidarta, S., 2006).

In addition to contractual issues, the protection of debtor personal data has become a major concern. Several cases indicate that borrowers' personal data, including telephone numbers, residential addresses, and financial information, have been unlawfully disseminated by loan sharks or individual debt collectors without the borrowers' consent. Such practices constitute a violation of Law Number 27 of 2022 concerning Personal Data Protection (PDP Law) and potentially infringe upon fundamental human rights, as personal data protection is an integral part of the right to privacy that must be safeguarded by the state.

National regulations provide a legal framework to address these issues. The Consumer Protection Law (Law No. 8 of 1999) regulates the rights and obligations of consumers and business actors, while the Electronic Information and Transactions Law (Law No. 11 of 2008) governs electronic transactions and data security. In addition, the Personal Data Protection Law serves as a crucial instrument to ensure that debtors' personal data are not misused. Nevertheless, the implementation of these regulations in practice still faces several challenges, including debtors' limited awareness of their rights and insufficient supervision of debt collection practices. (Widiawan, IPAR, Sudharma, KJA, & Kurniawan, IGA, 2025).

Violations of debtor contracts and data protection have serious implications. These violations not only result in financial losses but also pose significant psychological risks to debtors. A case involving a student in Yogyakarta who experienced intimidation via telephone calls and social media by individuals claiming to be debt collectors from Kredivo highlights the urgent need for stronger legal protection. This incident prompted a response from the Financial Services Authority (OJK), which issued warnings and reminders to the company to improve its debt collection procedures.

The analysis of the loan agreement document reveals the existence of several clauses that have the potential to disadvantage debtors, particularly those related to the determination of costs, ambiguous additional charges, and contractual terms that lack clarity. Furthermore, the use of English terminology in the agreement is more dominant than Indonesian, which may raise concerns regarding transparency, fairness, and the

debtor's ability to fully understand both their rights and obligations. Therefore, a comprehensive evaluation of the contractual clauses is necessary to ensure that the principles of good faith and consumer protection are effectively upheld.

Based on the phenomenon described above, this study aims to analyze the legal issues arising from the practice of online lending, with a particular focus on violations of loan agreements and the protection of debtor personal data. The research problems formulated in this study include: (1) the forms of contractual violations occurring in online loan agreements; (2) the legal protection of debtor personal data in the fintech era; and (3) the extent to which existing regulations are capable of protecting consumer rights. This study seeks to provide an in-depth understanding of civil law and cyber law aspects related to online lending practices, while also offering recommendations to strengthen consumer legal protection in Indonesia.

## **2. RESEARCH METHODS**

This study employs a qualitative library research method with a case law approach to examine legal issues related to online lending, particularly violations of loan agreements and the protection of debtor data (Marzuki, 2016). The data were obtained from legal documents, national regulations, scientific journals, media reports, and loan agreement documents from fintech platforms such as Kredivo. The analysis was conducted through the systematic identification, classification, and interpretation of legal materials in order to address the formulation of the research problems. The research procedure was carried out in three main stages:

1. Data Collection – Collect literature regarding the Protection Act Consumers (Law No. 8 of 1999), ITE Law (Law No. 11 of 2008), Personal Data Protection Law (Law No. 27 of 2022), documents agreement loans, and reports case loan shark.
2. Data Analysis – Analyzing content agreement loans, practice billing, and implementation regulations For evaluate form violation contracts and potential misuse of debtor data.
3. Synthesis and Interpretation – Summarizing implications law from phenomenon online loans, assess effectiveness protection law for debtors, and provide recommendation For strengthening fair fintech regulations and practices.

## **3. RESULTS AND DISCUSSION**

### **3.1 The Form Violation Contract in Agreement Online Loans**

In the practice of online lending, contracts between debtors and creditors are executed electronically and are legally binding in accordance with the provisions of Law No. 11 of 2008 on Electronic Information and Transactions (the ITE Law) as well as the Indonesian Civil Code. Nevertheless, a number of cases indicate the existence of contractual violations that disadvantage debtors, particularly through unclear or excessively burdensome clauses imposed on borrowers (Priliasari, E., 2019).

In online lending practices, agreements between debtors and creditors are concluded electronically and possess legal validity under Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law), as well as the Indonesian Civil Code. However, various cases demonstrate the occurrence of contractual breaches that place debtors at

a disadvantage, particularly due to vague provisions or excessively onerous clauses imposed on borrowers.

1. Determination, One of the main issues in the imposition of interest rates and penalties is the application of excessively high interest and cumulative daily fines. For instance, in a student loan case in Yogyakarta (2024), the total loan obligation increased disproportionately reaching two to three times the original amount—due to a one-day payment delay. The loan agreement clause did not clearly explain the mechanism for calculating interest and penalties, resulting in legal uncertainty, potential injustice, and a significant risk of harm to the debtor.

2. Unintelligible Language Clause Transparent, Some agreements use English-language text as the primary or more binding version compared to the Indonesian version. This practice may lead to misunderstandings regarding the rights and obligations of debtors, particularly consumers who lack sufficient proficiency in English. Such conditions can be categorized as a violation of the principle of transparency in contractual agreements (Article 1338 of the Civil Code: "Agreement " must implemented with good faith Good ").

3. Some Unfair Terms and Conditions, Some agreements designate the English-language text as the primary or legally binding version rather than the Indonesian version. This practice has the potential to create misunderstandings concerning the rights and obligations of debtors, particularly consumers who do not possess adequate proficiency in English. Such a condition may be regarded as a violation of the principle of transparency in contractual relationships.

Analysis to cases the show that form violation contract in online loans often appear Because:

- Lack of openness information in clause agreement;
- The existence of imbalance position law between debtors and creditors;
- Practice unpaid billing ethical or exceed provision contract.

This phenomenon is consistent with findings from previous studies, which indicate that the rapid growth of financial technology often results in the use of onerous consumer contracts. This situation arises due to unequal bargaining positions and debtors' limited understanding of legal aspects (Pardosi & Primawardani, 2020). These conditions underscore the urgency of stricter supervision and thorough evaluation of electronic agreements to ensure that the principles of justice and good faith are properly implemented.

Based on the analysis of case studies and contractual documents, violations of contract in online lending practices include: (1) the imposition of excessive interest rates and penalties, (2) the use of non-transparent contractual language, and (3) unilateral and disadvantageous terms and conditions imposed on debtors. These practices place debtors in a vulnerable position, thereby necessitating stricter regulatory oversight, enhanced legal education for consumers, and improvements in contractual clauses to ensure that the principles of justice and consumer protection are effectively upheld.

### 3.2 The Legal Protection of Personal Data Debtor

In the fintech era, the collection and processing of debtors' personal data have become essential components of online lending operations. Such data include identity information, contact details, credit history, and other financial records (Putri, NKME, & Sudharma, KJA, 2025). However, several cases indicate that the misuse of personal data continues to occur, either by loan service providers or third parties, resulting in legal and psychological harm to debtors. This phenomenon has become a serious concern, as it violates fundamental human rights principles as well as national regulations on personal data protection (Abdullah, R., 2021).

One prominent case occurred on the Kredivo platform in Jakarta in 2023, where the personal data of debtors were disseminated through social media by unethical debt collectors. Data that should have been kept confidential such as telephone numbers, home addresses, and employment information were misused as tools of intimidation during the debt collection process, resulting in significant psychological pressure on the affected debtors. This practice clearly constitutes a violation of Law Number 27 of 2022 on Personal Data Protection (Personal Data Protection Act), which guarantees the rights of data subjects to protection and informed consent in data processing, and imposes obligations on data controllers to ensure the confidentiality and security of personal data (Dewi, SP, 2024).

The literature analysis shows that legal protection for debtors' personal data in Indonesia is provided through both preventive and repressive mechanisms. Preventively, the Personal Data Protection (PDP) Law establishes fundamental principles for personal data processing, including lawful and objective data collection, limitations on data usage, and the obligation to ensure data security. Repressively, administrative and criminal sanctions may be imposed on parties who violate these provisions, including fines, temporary suspension of activities, and criminal prosecution (Law No. 27 of 2022, Articles 36–38).

Although regulations are already in place, their implementation continues to face significant challenges. Many debtors do not fully understand their rights regarding the protection of personal data, while supervision of fintech practices remains limited. This situation creates gaps that allow various violations to occur, including the unauthorized sale of personal data to third parties, aggressive debt collection practices involving the misuse of personal information, and the dissemination of data for non-transparent purposes. Pardosi and Primawardani (2020) emphasize that the lack of legal education for consumers is a major factor contributing to the vulnerability of personal data protection in the fintech sector.

In addition, online loan agreements often include broadly defined clauses on personal data usage without providing a clear explanation of the scope and limitations of such use (Kurniawati & Yunanto, 2022). This condition may lead to legal conflicts between contractual provisions and the Personal Data Protection (PDP) Act, as the consent given by debtors is not fully informed or transparent. This practice highlights the need for stricter supervision and clearer regulatory guidelines regarding the limitations on personal data processing by fintech companies.

Legal protection of debtors' personal data in the fintech era continues to face significant challenges (Meladiah, R., 2024). Common violations include the unauthorized disclosure of personal data, the use of personal information for aggressive debt collection practices,

and a lack of transparency in the approval of contractual clauses. Although existing regulations, particularly the Personal Data Protection (PDP) Law, provide a strong legal framework, effective implementation requires enhanced consumer education, stricter supervision by the Financial Services Authority (OJK), and consistent enforcement of sanctions to ensure that debtors' rights are adequately protected.

### **3.3 The Effectiveness Regulation in Protect Rights Consumer**

Regulations concerning online lending in Indonesia are intended to protect consumer rights and ensure fair business practices. The main legal instruments serving as the regulatory framework include Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information and Transactions, and Law No. 27 of 2022 on Personal Data Protection. These three laws regulate consumer rights, the obligations of service providers, contractual requirements, and legal sanctions for violations.

An analysis of cases on the Kredivo platform indicates that, although the company is licensed by the Financial Services Authority (OJK) and subject to existing regulations, its practices in the field do not yet fully reflect optimal consumer protection. For instance, cases of aggressive debt collection through social media and telephone communications experienced by debtors in Jakarta in 2023 reveal gaps in the implementation of the Consumer Protection Law and the Personal Data Protection Law. Although OJK has imposed administrative warnings, the existing sanctions remain limited and reactive in nature, and therefore do not consistently prevent recurring violations (Ministry of Communication and Information Technology, 2023).

The effectiveness of regulations is closely related to consumers' understanding of their rights. Many debtors do not fully comprehend the contents of the contracts or the clauses they sign, resulting in the frequent neglect of their rights. In this regard, existing regulations have not yet been sufficiently effective from a preventive perspective. The literature indicates that consumer legal education is a crucial element in ensuring the optimal implementation of regulations (Pardosi & Primawardani, 2020). Such education can enhance debtors' awareness of harmful loan shark practices and encourage consumers to assert their rights in the event of violations.

Furthermore, coordination among the Financial Services Authority (OJK), the Ministry of Communication and Information, and law enforcement institutions needs to be improved to ensure that regulations are implemented consistently. The procedures for supervision and the mechanisms for consumer complaints should be made easily accessible, as they constitute key factors in enhancing the effectiveness of legal protection. Without these measures, the existing regulations remain merely normative and have little practical effect.

Although existing regulations provide a strong legal basis for ensuring accountability in the fintech sector, there are still areas for improvement. For instance, Article 19 of the PK Law grants consumers the right to demand compensation for losses resulting from contractual violations, while Articles 36–38 of the PDP Law stipulate sanctions for parties that misuse personal data. With optimal implementation, these regulations have significant potential to effectively protect consumer rights.

Regulations in Indonesia provide an adequate legal framework for protecting the rights of consumers in online lending. However, their effectiveness remains limited due to suboptimal implementation, minimal consumer education, and inadequate supervision.

of fintech practices. To enhance consumer protection, preventive measures, legal education, stricter supervision, and consistent enforcement of sanctions are required to ensure that consumer rights are effectively safeguarded in practice

#### 4. CONCLUSION

Based on the analysis of online loan cases, particularly on the Kredivo platform, it can be concluded that online lending practices present significant legal challenges to consumer protection. First, the most prominent contractual violations include the imposition of burdensome interest rates and fines, the use of non-transparent language in clauses, and unilateral terms and conditions that place debtors in a disadvantaged position. Second, the legal protection of debtors' personal data, although regulated under the Personal Data Protection (PDP) Law and the Information and Electronic Transactions (ITE) Law, still faces implementation challenges, such as the unauthorized distribution of personal data, aggressive billing practices, and limited consumer awareness of their rights. Third, the effectiveness of regulations in protecting consumer rights remains limited. Although a legal framework exists through the Consumer Protection (PK) Law, ITE Law, and PDP Law, its implementation is not yet fully optimal, particularly regarding the supervision of fintech practices, consumer education, and consistent enforcement of sanctions. Therefore, contract transparency, the use of clear and understandable language, and the inclusion of fair clauses are essential to uphold the principles of good faith and ensure a balanced legal position between debtors and creditors.

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### **Legislation:**

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Law No. 27 of 2022 concerning Personal Data Protection.