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Legal Analysis of Breach of Default in Paylater Services as Part of Financial Technology Development in Indonesia

Anggawira[1], Rahmat Dwi Putranto[2], & Brigita P. Manohara[3]

[1]Sekolah Tinggi Ilmu Hukum (STIH) IBLAM, Jakarta, Indonesia, E-mail: anggawira01@gmail.com
[2]Sekolah Tinggi Ilmu Hukum (STIH) IBLAM, Jakarta, Indonesia, E-mail: rdp@iblam.ac.id
[3]Universitas Bina Nusantara, Jakarta, Indonesia, E-mail: brigita.purnawati@binus.ac.id

Abstract. *The development of financial technology (fintech) has driven significant changes in people's transaction patterns, one of which is through paylater services that offer easy access to instant financing. However, this convenience also poses legal risks, particularly related to default due to user failure to fulfill payment obligations. This study aims to analyze the application of the default concept in paylater services, the effectiveness of the regulations governing it, and the need for legal adaptation to address the characteristics of digital transactions. The method used is normative legal research with a statutory and conceptual approach, as well as qualitative data analysis. The legal sources used include the Civil Code, Law Number 8 of 1999 concerning Consumer Protection, and Financial Services Authority Regulation Number 10/POJK.05/2022. The results show that the default concept remains relevant, but requires adjustments in its application, particularly in the aspects of electronic evidence and legal responsibility in digital systems. Furthermore, although regulations have established the principles of prudence and consumer protection, implementation challenges remain, such as weak identity verification and oversight.*

Keywords: *Breach of Contract; Consumer Protection; Digital Transactions; Financial Technology (FinTech); Pay later Services.*

1. Introduction

The development of financial technology (fintech) has brought significant changes in people's transaction behavior, shifting from conventional systems to fully digital ones. One rapidly growing innovation is the paylater service, which provides

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convenience for consumers to purchase goods or services without making immediate payments at the time of transaction. This scheme is essentially a form of short-term credit that relies on trust and agreement between the service provider and the user (Fadlika & Azizah, 2025). However, behind this convenience, there are potential legal risks that cannot be ignored, particularly the possibility of consumer default. From a civil law perspective, this condition can be categorized as breach of contract (*wanprestasi*), which refers to the failure to fulfill obligations as agreed in a legal agreement. Such breaches may take the form of late payments, partial payments, or even complete non-payment (Dilova & Alfito, 2024).

In Indonesia, the use of paylater services as part of fintech innovation is regulated within a legal framework that integrates civil law provisions, consumer protection, and financial sector regulations. Juridically, the legal relationship between service providers and users refers to the Civil Code (*Kitab Undang-Undang Hukum Perdata*/KUHPerdata) or Burgerlijk Wetboek (BW), particularly Articles 1234 to 1243, with emphasis on Article 1238 regarding default, Article 1243 concerning compensation for breach, and Article 1338 which affirms that legally valid agreements are binding as law for the parties involved. Furthermore, consumer protection is governed by Law Number 8 of 1999 on Consumer Protection, which guarantees the right to transparent information, fair treatment, and protection from harmful practices (Azrica & Sulubara, 2023; Sari, 2026). In terms of supervision, paylater services fall under the authority of the Financial Services Authority (*Otoritas Jasa Keuangan*/OJK) based on Regulation Number 10/POJK.05/2022, which regulates prudential principles, transparency, and consumer protection within the fintech ecosystem (Firmansyah et al., 2024; Simanjuntak, 2026).

The characteristics of digital transactions such as paylater possess unique features that distinguish them from conventional transactions, thereby creating challenges in the application of traditional legal norms, particularly in the aspects of evidence and law enforcement (Nursafitri, 2021; Heltaji, 2025). Transactions conducted electronically often rely on digital systems, data trails, and click-based agreements, which in practice may raise debates regarding their validity and evidentiary strength in court. Although existing regulations have accommodated aspects of consumer protection, information transparency, and personal data protection, they have not fully addressed the complexity of risks arising in practice (Hanafiiah & Apriani, 2022; Murdavutri et al., 2024; Indriani, 2026).

Current regulatory focus tends to emphasize the obligations of service providers to deliver clear information and maintain user data security. However, several weaknesses remain that may lead to legal issues, such as the lack of optimal income verification mechanisms and the absence of firm regulations regarding the minimum age of paylater users. This condition opens opportunities for individuals who are financially incapable or not legally competent to access such services, thereby increasing the risk of default (Fadilah & Ludiana, 2024; Kusnaedy & Setianingrum, 2024).

Despite the existence of a legal framework comprising the Civil Code, Law Number 8 of 1999 on Consumer Protection, and Financial Services Authority Regulation Number 10/POJK.05/2022, several regulatory issues remain unresolved in addressing breach of contract arising from paylater transactions. Existing regulations primarily emphasize contractual obligations, consumer protection, and prudential principles, yet they provide limited guidance on legal issues unique to digitally executed agreements, such as the evidentiary value of electronic contracts, verification of users' financial capacity, and the allocation of legal liability in technology-driven lending systems. Furthermore, the current regulatory framework has not comprehensively addressed the legal consequences of default occurring within automated digital platforms, thereby creating legal uncertainty for both service providers and consumers. These regulatory shortcomings demonstrate the need for a more adaptive legal framework capable of responding to the evolving characteristics of fintech-based financial services.

Previous studies have predominantly examined paylater services from the perspectives of consumer behavior, financial literacy, financial inclusion, and consumer protection, while several others have focused on regulatory compliance within the financial technology sector (Dilova & Alfito, 2024; Heltaji, 2025; Akbar et al., 2025). Although these studies have contributed to understanding the operational and legal aspects of paylater services, limited attention has been devoted to analyzing the concept of breach of contract (wanprestasi) from a comprehensive civil law perspective within digitally executed financial agreements (Kusnaedy & Setianingrum, 2024; Firmansyah et al., 2024; Simanjuntak, 2026). In particular, there remains a lack of integrated legal analysis concerning the relationship between contractual obligations, electronic evidence, legal liability, and the adequacy of Indonesia's current regulatory framework in resolving disputes arising from consumer default. This gap highlights the necessity of examining how traditional civil law principles should be interpreted and applied within technology-based financial transactions, thereby providing a more comprehensive legal perspective on the implementation of breach of contract in Indonesia's fintech ecosystem (Putra, 2015; Yulianah et al., 2022).

Accordingly, this study focuses on three main aspects concerning how the concept of breach of contract (wanprestasi) is applied within paylater services as part of fintech development in Indonesia. First, it examines the forms and characteristics of breach of contract in paylater services and their implications for potential legal disputes. Second, it analyzes the effectiveness of existing regulations and the challenges faced in enforcing the law on breach of contract in digital transactions. Third, it explores the need to adapt the concept of breach of contract to technology-based transactions, including aspects of electronic evidence and legal liability within digital systems.

Based on the foregoing introduction, this study addresses the following research questions:

1. How is the concept of breach of contract (wanprestasi) applied in paylater services within Indonesia's financial technology framework?
2. To what extent are the existing legal regulations effective in addressing breach of contract and resolving legal disputes arising from paylater transactions in Indonesia?
3. How should the concept of Default be adapted to fintech transactions and electronic evidence?

This study aims to examine the application of the concept of breach of contract (wanprestasi) in paylater services within Indonesia's financial technology ecosystem, evaluate the effectiveness of the existing legal framework in regulating default and resolving disputes arising from paylater transactions, and analyze the adaptation of the concept of breach of contract to technology-based financial transactions, particularly in relation to electronic evidence. Through these objectives, the study seeks to provide a comprehensive legal analysis of the adequacy of Indonesia's regulatory framework in addressing the legal challenges associated with paylater services while contributing to the development of more adaptive and effective legal protection in the digital financial sector.

2. Research Methods

This study employs a normative legal research method, which focuses on examining applicable legal norms through a statutory approach and a conceptual approach. This approach is chosen to analyze the concept of breach of contract (wanprestasi) within the context of paylater services as part of the development of financial technology. The analysis is conducted by reviewing various relevant primary legal sources, particularly the provisions in the Civil Code (Kitab Undang-Undang Hukum Perdata/KUHPerdata) or Burgerlijk Wetboek (BW), especially Articles 1234 to 1243, which regulate obligations, breach of contract, and their legal consequences.

In addition, this study also examines Law Number 8 of 1999 on Consumer Protection as the basis for protecting service users, as well as Financial Services Authority Regulation Number 10/POJK.05/2022, which governs the implementation of fintech services in Indonesia. The data analysis technique used is qualitative analysis, namely by interpreting and systematically examining legal materials to obtain a comprehensive understanding of the issues studied. The results of the analysis are then presented in a descriptive-analytical manner to explain the relationship between applicable legal norms and the practice of using paylater services, as well as to identify gaps between regulation and its implementation in the context of digital law. Through this analytical process, the study further evaluates whether the existing legal framework is capable of addressing the legal challenges arising from rapidly evolving financial technology while ensuring legal certainty, consumer protection, and the effective enforcement of contractual obligations in digital financial transactions.

3. Result and Discussion

3.1 Dynamics of Default in Paylater Services in Indonesia

Breach of contract (wanprestasi) in paylater services occurs when the debtor fails to fulfill payment obligations as agreed, whether in the form of late payments, partial payments, or complete non-payment (Noviyanti, 2025). This condition shows an increasing trend alongside the widespread use of paylater services, which offer easy access to financing with relatively simple procedures. Such convenience often encourages consumptive behavior that is not balanced with adequate financial capacity, thereby increasing the risk of default. If the debtor fails to meet their obligations, the creditor has the right to demand performance, claim damages, or seek termination of the agreement in accordance with applicable laws (Agustini, 2023; Oktaviani et al., 2024).

Breach of contract in digital transactions such as paylater is not limited to total failure to make payments, but also includes various forms of violations of the agreed terms (Simanjuntak, 2026). These forms include delayed payments, payments that do not match the agreed amount, and violations of other provisions stipulated in digital contracts. From a civil law perspective, such conditions are still classified as breach of contract due to the discrepancy between the expected performance and the actual performance carried out by the debtor. Referring to the Civil Code, any violation of an obligation may result in legal consequences, including the obligation to fulfill the performance, payment of compensation, or other sanctions in accordance with applicable provisions (Fadlika & Azizah, 2025).

Breach of contract (wanprestasi) in Indonesian civil law is regulated under the Civil Code (Kitab Undang-Undang Hukum Perdata/KUHPerdata), particularly in Articles 1234 to 1243, with emphasis on Article 1238 concerning debtor negligence, Article 1243 regarding the obligation to pay damages, and Article 1338 which affirms that legally valid agreements are binding as law for the parties involved. These provisions serve as the legal basis for determining whether a party has committed a breach of contract in a legal relationship, including in paylater services. However, in practice, law enforcement mechanisms against breach of contract in digital transactions face specific challenges, particularly in terms of evidence and jurisdiction. Electronic evidence such as transaction histories, digital consent, and system records becomes the primary means of proof (Ardita, 2022; Murdavutri et al., 2024).

On the other hand, dispute resolution in paylater services is more commonly pursued through non-litigation mechanisms, such as payment restructuring, mediation, and negotiation between the parties, in order to maintain efficiency and avoid the high costs and lengthy time associated with court proceedings. This approach aligns with the principles of consumer protection as regulated in Law Number 8 of 1999 on Consumer Protection, which emphasizes fair, prompt, and non-burdensome dispute resolution for consumers. Consumers, as users of paylater services, have the right to receive honest, transparent, and non-discriminatory treatment from business actors (Azrica & Sulubara, 2023). Furthermore, the development of paylater services necessitates strengthening regulations that not only focus on protecting creditors but also provide proportional protection for debtors as consumers (Ardita, 2022; Hidayati & Angraini, 2024).

This study demonstrate that breach of contract in paylater services should not be viewed solely as a consequence of consumers' failure to perform contractual obligations. Rather, the increasing occurrence of default reflects broader structural issues within the digital lending ecosystem, including simplified credit approval procedures, automated lending decisions, and the limited assessment of borrowers' actual repayment capacity (Azrica & Sulubara, 2023; Faizun, & Rumawi, 2025). These conditions indicate that default is not exclusively attributable to debtor negligence but may also result from systemic weaknesses in the design and operation of digital lending services. Accordingly, resolving default disputes requires a balanced legal approach that considers both contractual responsibility and the operational practices adopted by fintech providers. Such an approach is essential to ensure that contractual enforcement remains consistent with the principles of fairness, proportionality, and legal certainty in digital financial transactions (Ardita, 2022; Fathoni & Rahman, 2023).

2. Regulatory Effectiveness and Law Enforcement Challenges in Digital Paylater Transactions

Regulations issued by the Financial Services Authority (Otoritas Jasa Keuangan/OJK) essentially govern the principles of prudence, transparency, and consumer protection in the implementation of fintech services, including paylater. This is reflected in Financial Services Authority Regulation Number 10/POJK.05/2022, which requires service providers to implement risk management, conduct creditworthiness assessments, maintain the confidentiality of user data, and provide clear and non-misleading information to consumers. The regulation also emphasizes the importance of transparency regarding fees, interest, and potential legal consequences arising from the use of such services (Firmansyah et al., 2024). However, in practice, the enforcement of law related to breach of contract in digital transactions still faces various challenges. These challenges include difficulties in verifying user identity and financial capacity, as well as limitations in electronic data-based evidence (Dilova & Alfito, 2024).

Limitations in the user identity verification system constitute a significant challenge that further complicates law enforcement in digital transactions. Although technological advancements have enabled the implementation of digital identity systems, in practice there remain loopholes that can be exploited by certain parties for misuse, such as the use of other individuals' personal data, identity falsification, or manipulation of financial information to gain access to paylater services (Agustini, 2023; Hidayati & Angraini, 2024). This condition not only increases the risk of breach of contract but also has the potential to cause losses for both service providers and individuals whose identities are misused. Furthermore, weak verification processes may hinder the evidentiary process in disputes, as the validity of the data used can be called into question (Nursafitri, 2021).

The limitations in user identity verification systems are closely related to the effectiveness of supervisory mechanisms and the enforcement of sanctions against paylater service providers (Kurniasih, 2023). In this regard, strengthening the role of the Financial Services Authority is essential to ensure that all providers properly implement prudential principles (Kusnaedy & Setianingrum, 2024). However, in practice, it is still found that not all providers conduct adequate creditworthiness assessments, including in determining user credit limits. Weak supervision may encourage irresponsible lending practices, where users are granted access to financing without proper consideration of their actual financial capacity.

Strengthening supervision and the implementation of sanctions must also be accompanied by updates in the legal evidentiary framework relevant to the characteristics of digital transactions. Beyond regulatory and supervisory aspects, technological developments require adjustments in the system of legal proof, particularly in disputes related to breach of contract in paylater services (Noviyanti, 2025; Satria & Anienda, 2025). In practice, the evidence used generally takes the form of electronic documents, such as transaction logs, records of digital consent, and system notifications that capture user activity. Although electronic documents have been recognized as valid evidence in Indonesia's positive legal system, challenges remain in terms of their validity, authenticity, and evidentiary strength. This is due to the absence of fully detailed and uniform standards for assessing the admissibility of electronic evidence across cases, which may lead to legal uncertainty for the disputing parties.

The findings further indicate that the effectiveness of Indonesia's regulatory framework cannot be measured solely by the existence of comprehensive statutory provisions, but rather by its ability to prevent legal disputes before they arise. In the context of paylater services, preventive legal protection remains more significant than reactive dispute resolution because digital transactions occur rapidly and involve large numbers of users within automated systems (Halim et al., 2023; Agustini, 2023). Consequently, weaknesses in verification mechanisms, supervisory practices, and evidentiary standards have a cumulative impact on legal certainty and increase the potential for contractual disputes. These findings suggest that regulatory effectiveness should be evaluated through the practical capacity of existing rules to minimize legal risks, enhance compliance among fintech providers, and establish greater public confidence in digital financial services (Nursafitri, 2021; Sobirin & Choeriyah, 2024).

3. Adapting the Concept of Default in Fintech and Strengthening the Electronic Proof System

The adjustment of the concept of breach of contract (wanprestasi) within the context of fintech services, particularly paylater, requires a reinterpretation of the classical elements of civil law without eliminating their fundamental essence. Core principles such as the obligation to perform, the existence of default (negligence), and the resulting legal consequences remain the primary foundation as regulated in the Civil Code. However, their application must be adapted to the characteristics of digital transactions, which are fast-paced, system-based, and involve minimal direct interaction between parties. In practice, legal relationships in paylater services rely heavily on automated systems and digital consent, so the indicators of breach of contract cannot always be measured using conventional approaches (Fathoni & Rahman, 2023; Simanjuntak, 2026). Therefore, a more adaptive understanding is required in assessing forms of breach, including the timing of performance, notification mechanisms, and evidentiary processes. This adjustment is essential to ensure that the concept of breach of contract remains relevant and capable of providing legal certainty within the dynamics of digital financial transactions.

This adjustment is also closely related to technological developments that necessitate a more flexible and responsive legal approach to digital transaction dynamics (Amiroh, 2025; Aini et al., 2026). In the practice of paylater services, the use of automated systems such as credit scoring algorithms and instant approval mechanisms becomes an integral part of the formation of legal agreements between the parties. This indicates that legal processes no longer rely solely on human interaction but also on the performance of technological systems used by service providers. If errors occur in credit assessment or in granting access that does not align with the user's risk profile, such circumstances may result in legal consequences for the service provider.

Furthermore, the adaptation of the concept of breach of contract (wanprestasi) must be accompanied by strengthening the principles of justice and balance in legal relationships between the parties. In the context of paylater services, the relationship between creditors and debtors should not be oriented toward protecting only one party but must place both in a proportional position (Heltaji, 2025; Azrica & Sulubara, 2023). This is important given the imbalance of information and power between service providers as business actors and users as consumers. Legal regulations and practices must ensure that the rights and obligations of each party are protected in a balanced manner, including in terms of contractual transparency, collection mechanisms, and dispute resolution. Thus, the concept of breach of contract not only functions as a basis for enforcing obligations but also as an instrument for achieving substantive justice.

Moreover, to support the creation of adaptive legal certainty, it is necessary to update legal instruments that can accommodate the dynamics of evidence in electronic transactions. The concept of breach of contract, which has traditionally relied on conventional evidence, needs to be expanded to include the validity and evidentiary strength of digital-based proof more comprehensively (Sanyoto, 2017; Fista et al., 2023). In the practice of paylater services, evidence such as transaction histories, digital consent, and system notifications plays a crucial role in determining whether a contractual breach has occurred. Therefore, legal recognition of electronic signatures, system logs, and digital audit mechanisms is essential to ensure the authenticity and integrity of data. In addition, clear and uniform standards are needed to assess the evidentiary value of electronic documents in order to avoid differing interpretations in the process of law enforcement.

The findings also reveal that adapting the concept of breach of contract to fintech transactions requires more than simply extending conventional civil law principles into the digital environment (Heltaji, 2025; Marpaung, 2025). Instead, legal adaptation should recognize the distinctive characteristics of technology-driven agreements, where contractual performance, consent, and communication are largely facilitated through automated electronic systems. This development requires a legal framework capable of accommodating technological innovation while preserving fundamental principles of contractual justice and legal certainty (Azrica & Sulubara, 2023; Amiroh, 2025). Furthermore, strengthening the electronic proof system should be viewed as an integral component of legal adaptation rather than merely a procedural matter, as the reliability of digital evidence ultimately determines the effectiveness of dispute resolution and the protection of the rights of both service providers and consumers within Indonesia's evolving fintech ecosystem.

4. Conclusion

The development of paylater services as part of fintech innovation has provided convenience in financial transactions, but it has also introduced legal risks, particularly related to breach of contract (wanprestasi). The concept of breach of contract as regulated in the Civil Code (Kitab Undang-Undang Hukum Perdata) remains relevant as a legal foundation; however, its application requires adjustment to align with the characteristics of digital transactions that are based on electronic systems and involve minimal direct interaction. Existing regulations, including supervision by the Financial Services Authority (Otoritas Jasa Keuangan) and the provisions of Law Number 8 of 1999 on Consumer Protection, have established a legal protection framework, yet they still face various challenges in implementation, such as weak identity verification, inadequate creditworthiness assessment, and the complexity of electronic evidence.

Moreover, the increasing number of breach of contract cases in paylater services highlights the need to strengthen supervision, implement prudential principles, and develop effective dispute resolution mechanisms, both through litigation and non-litigation channels. On the other hand, the legal evidentiary system also needs to be updated to comprehensively accommodate digital evidence. Theoretically, this study demonstrates that the traditional concept of breach of contract remains applicable in fintech-based transactions but requires reinterpretation to accommodate the legal characteristics of digital contracts, electronic evidence, and technology-mediated legal relationships. These findings contribute to the development of civil law discourse by reinforcing the need to harmonize conventional contract principles with the evolving digital financial ecosystem. Therefore, more adaptive, balanced, and responsive regulations are required to address technological developments, in order to create legal certainty and provide optimal protection for all parties within the digital financial ecosystem. This study is limited to a normative juridical analysis based on statutory regulations and legal literature without incorporating empirical evidence from fintech users, service providers, or judicial decisions concerning paylater disputes. Future research is encouraged to employ empirical or comparative approaches to evaluate judicial practices, consumer behavior, and the effectiveness of dispute resolution mechanisms in fintech-based lending across different jurisdictions.

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