

Legal Responsibility of Desk Collection in Threats of Psychic Violence Against Financial Technology Customers

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ABSTRACT

Crime committed by desk collection is a type of crime carried out through electronic media that violates the Law on Electronic Information and Transactions (ITE Law), where in fact the debt collection process should be conducted ethically and politely towards debtors. However, the crimes committed by desk collection agents grossly violate both company procedures and the law. The crimes committed by desk collection agents, particularly in the form of psychological threats via online media through Financial Technology (Fintech) applications, constitute violations of the ITE Law, which prohibits intentionally and unlawfully sending electronic information containing threats or intimidation, which is punishable by law. The mistakes made by desk collection agents include carrying out collection methods such as insults, dissemination of debtor information that should be kept private, and repeated terror or intimidation, all of which violate the elements stipulated in the ITE Law. Based on the background above, the writer formulates the following research questions: First, how is the legal regulation regarding debt collection through electronic media? Second, how is legal protection provided for debtors who are victims of desk collection? The type of research used in this study is normative legal research, also known as library or doctrinal research. The legal materials used consist of primary and secondary legal materials, including: Article 29 in conjunction with Article 45B of Law Number 11 of 2008 on Electronic Information and Transactions, Law Number 27 of 2022 concerning Personal Data Protection (PDP Law), which prohibits the use of personal data without the owner's consent. Protection for fintech customers is regulated in OJK Regulation No. 77/POJK.01/2016, which requires every fintech company to implement procedures and safeguards for the confidentiality of customer data, both personal and transactional.

Keywords: Fintech, Desk Collection, Psychological.

Introduction

The developments in the increasingly digital era are very significant, offering technological solutions to simplify, accelerate, and expand access to financial services compared to loans at banks that require many requirements. Financial technology (fintech) offers loans that are immediately disbursed, thus attracting people because in Indonesia still

relatively lack adequate access to formal banking services. Fintech services are also easily accessed through devices and simply filling out requirements online allows for offering at more efficient costs. It is also a very modern innovation in the financial sector which utilizes new online-based technology that plays a vital role in financial inclusion. Fintech itself has many advantages where it offers faster, safer, easier transactions and increases modern transactions in the digital era that encourage economic growth in society. which is accessed in the form of a platform which includes a fast and practical process.¹

Financial technology (fintech) is a technological innovation used to enhance, improve, and automate financial services. Fintech encompasses a variety of applications, systems, and processes that enable individuals and companies to manage their customers' finances in a way that is easier and more accessible to the public in particular. Fintech includes digital payments that facilitate electronic transactions and lending services that connect lenders and borrowers through digital platforms with the aim of optimizing the quality of financial services and transactions, making them practical, fast, and economical. People can also conduct transactions anytime and anywhere without having to go directly to a bank or traditional financial institution. Furthermore, fintech also helps expand and encourage financial inclusion by opening access to easier and more affordable financial services².

However, with the ease of the existing loan process, if not supported by proper financial planning, it can cause several impacts, namely causing continuous terror in the form of calls or messages from the collection desk and the spread of personal data from customers accompanied by threats. The cause of things done by customers if they are late paying bills with the agreed agreement can cause threats of terror that are carried out continuously and aggressively which is very disturbing. This causes most customers to experience depression to psychological disorders in the form of intimidation, distribution of data, all the ways they do to provide a deterrent effect to customers to hurry up paying their bills. This gives rise to something that can be reported because it clearly violates the provisions that have been made by a fintech company which is classified as a violation in the form of threats to customers who are the targets of the collection desk³.

There are various threats that collection desks make to customers who are late in

¹ Nugroho, Fajar Seto, and Putri Ainiyatur Rizkiyah. "E-Consumer Privacy Policy on the Online Marketplace System." *Jurnal Independent* 12, no. 1 (2024), h. 90

² I Wayan Windyana dan Almatius Setya, "Finansial Technology (Fintech), CV. Mega Press Nusantara," Jawa Barat, 2025, h.2

³ Ilysa Farisa Yasmine, dkk, *Dampak Pengancaman Tindak Pidana Desk Collector Terhadap Debitur Pinjaman Online Menurut Lifestyle Routine Activity Theory*, *Jurnal Hukum Ius Publicum*, Vol. 4 No. 2 (2023), h.85

paying their loan installments, including spreading information about the customer's debt to family, friends, and those closest to them. This is intended to embarrass the customer so that they know they are in debt. There are also insults and (psychological) harassment using unethical tactics when reminding them of installment due dates, which can make the customer mentally down and disrupt someone's psyche.⁴

Research methods

The method used in this research is normative juridical, which focuses on the study of applicable legal norms, such as statutory regulations. Normative juridical is the process of discovering relevant legal rules, legal principles, and legal doctrines to address existing problems⁵. The approach used is the Statute Approach. The statutory approach is an approach that uses legislation and regulations. The Primary Legal Sources used in this study are: a. Criminal Code (KUHP), b. Civil Code (KUHPperdata), c. Law No. 11 of 2008 concerning Electronic Transaction Information (UU ITE), d. Law No. 27 of 2022 concerning personal data protection (UU PDP), and e. Financial Services Authority Regulation No. 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services

Results and Discussion

1. Legal Standing of Debt Collection Services in Indonesia

a. Legal Regulations Regarding Debt Collection Through Electronic Media

Customers are obligated to pay interest on loans received from banks or financial institutions. This obligation arises especially if the customer is late in making installment or loan payments according to the agreement agreed between the debtor and creditor which must be mutually agreed upon, however, the POJK already has regulations regarding the interest that customers must pay to Fintech companies in banking practices in Indonesia, banks usually set loan interest as part of their profits, and customers are required to pay the interest according to the credit agreement.

If the customer does not pay interest, the bank has the right to collect the interest and can impose fines or legal action according to applicable provisions. In addition, if the customer fails to pay installments on time, interest and late fines will continue to accumulate, so that the debt burden becomes even greater according to sharia, there is a view that bank interest is usury which is not obligatory to be paid according to religion, but according to state law and banking regulations in Indonesia, the interest is

⁴ Bambang Eko, M., S. Dhevi Nayasari, and Nadia Purawanti Jatmiko Winarno. "Consumer Protection In Power Purchase Agreement In Standard Agreement Perspective." (2024), h. 112

⁵ Peter Mahmud Marzuki, *Penelitian hukum*, Kencana Prenada Group, Jakarta, 2021, h. 35.

required to be paid by the customer as part of a valid credit agreement. The customer's obligation to pay interest arises from the loan agreement and legal provisions governing compensation for losses due to late payments. This interest can be an agreed interest or interest imposed due to delays and the customer must fulfill this obligation to avoid bad debts and other legal consequences.

b. Principles of Agreement between Customers and Fintech Companies

Every agreement, especially a credit agreement between a fintech and a customer, must apply the principles in the agreement. Based on the OJK Circular Letter regarding standard agreements, fintech is required to apply the principle of balance in credit agreements. This principle of balance requires that both parties, namely the fintech and the customer, fairly fulfill and implement the rights and obligations that have been mutually agreed upon in the agreement. In practice, credit agreements made by fintech are often standard agreements that are drawn up unilaterally for efficiency, so that customers, especially small business owners who are in dire need of funding, must accept conditions that can be burdensome. Therefore, the application of the principle of balance is very important to avoid an imbalance in the position between the fintech as the lender and the customer as the loan recipient.

c. Legal Regulations Regarding Desk Collection

Desk collection in fintech emphasizes consumer protection by requiring collection officers to use official identification and prohibiting all forms of threats, violence, intimidation, discrimination, and actions that demean the dignity of debtors or other parties. Collection may only be carried out with debtors in a professional, transparent manner, and using personal communication media such as telephone or electronic messages, with a limited frequency and time. It is prohibited to use offensive language or actions (SARA), and must not demean the dignity of debtors, relatives, colleagues, family, or their property. It is prohibited to disseminate customer personal data to family, friends, or colleagues in the event of loan default. Desk Collection is required to explain in detail to borrowers the available debt resolution steps, including restructuring options, payment rescheduling, or mediation.

d. Legal Regulations for Fintech Companies

Legal regulation of fintech companies requires licensing from Bank Indonesia (BI) because BI plays a crucial role in fintech companies. The relationship between Bank Indonesia (BI) and financial technology (fintech) in Indonesia is very close and strategic. As the central bank, BI plays a key role in maintaining the stability of the national financial system, particularly in the context of digital payment systems, which are now dominated by fintech innovations. Therefore, companies must follow the

licensing process regulated by BI, including:

1) Obligation to obtain permission from Bank Indonesia

Bank Indonesia (BI), as the regulatory authority for payment systems in Indonesia, stipulates that any company or institution wishing to operate payment transaction processing services must obtain an official permit from BI. This permit serves as a form of oversight and control to ensure that payment systems operate in accordance with established security standards. This permit aims to ensure that providers have adequate capacity and integrity, prevent risks that could disrupt financial system stability, and protect consumers from harmful practices.

2) Agreement to develop cooperation

Once the initial permit is obtained, the organizer cannot freely develop new services or products, or enter into partnerships without BI's approval. This is important because the development of new products or services can bring new risks that need to be assessed by BI. To carry out cooperation with other parties, such as fintech partners or financial institutions, can affect the security and smoothness of the payment system. This is also something that must be considered, BI needs to ensure that any changes or expansion of activities remain in accordance with regulations and do not endanger the national financial system.

3) Main objective

The security and reliability of payment systems are crucial for ensuring every transaction conducted by the public runs smoothly without any disruptions that could hinder the payment process. The application of prudent principles in risk management is crucial to prevent system failures that could potentially cause significant losses for both service providers and users. Furthermore, it ensures the rights of digital payment service users are well-protected, providing a sense of security and trust in using financial technology. All of these efforts align with the national interest, which places maintaining the sovereignty and stability of the financial system as the primary foundation for building a healthy, inclusive, and sustainable payment ecosystem for the Indonesian economy⁶.

2. Electronic Agreement on Online Loans

⁶ Ari Rahmad, dkk, *Pengaturan Bisnis Pinjaman Secara Online Atau Fintech Menurut Hukum Positif Di Indonesia*, Ganec Swara, Vol. 4 No. 1 (2021), h. 467

The requirements for the validity of this agreement refer to Article 1320 of the Civil Code, which stipulates four main elements: there is an agreement between the parties, it is carried out by a competent legal subject, there is a specific object, and it does not conflict with the law. Conventional agreements usually require a direct meeting between the parties or through an intermediary, because the signing process must be done physically, so it takes longer. However, with the advancement of information technology, the implementation of agreements can now be done through electronic media, where the requirements for validity and proof still refer to the same provisions as conventional agreements, so that electronic contracts are recognized as valid as long as they fulfill the elements regulated in the legislation⁷.

The agreement for borrowing and lending money online begins with an offer given by the Information Technology-based loan service provider, from the fintech company in the Customer Acceptance Process, this agreement is of course carried out through a detailed mechanism, including following the mechanism starting from the offer to the Electronic contract and must follow the contents of the Civil Code agreement, the contents of Article 1320 include:

a. There is an agreement between the two parties

An agreement in a contract represents the will and agreement of both parties to bind themselves to a contract. In the context of Indonesian civil law, Article 1321 of the Civil Code stipulates that agreements arising from error, coercion, or fraud are not legally binding. In other words, an agreement is only valid if the will of the parties is truly pure and without any element of coercion from any party in fintech practices.

This agreement is realized through an electronic contract, in which the parties—the lender (creditor), the borrower (debtor), and the platform provider—state their agreement digitally. Generally, fintech agreements use standard agreements drafted unilaterally by the fintech provider. Users, both creditors and debtors, can only accept or reject the agreement without being able to negotiate its contents.

b. The parties Have the Capacity

Article 1330 of the Civil Code states as follows:

“bahwa orang-orang yang tidak memiliki kecakapan hukum untuk membuat persetujuan meliputi anak-anak yang belum dewasa, orang yang berada di bawah pengampuan, serta perempuan yang telah menikah.”

⁷ Ni Made Eka Pradnyawati, dkk, *Perjanjian Pinjaman Online Berbasis Finansial Technology (Fintech)*, Jurnal Hukum, Vol. 2 No. 2 (2021), h. 322

In certain cases regulated by law In general, this provision covers all individuals who are prohibited by law from making certain agreements this provision is very relevant because agreements made through fintech platforms must involve legally competent parties for the agreement to be valid and binding. as minors or individuals under guardianship cannot legally enter into loan or investment agreements through fintech applications.

This is crucial to prevent future legal risks and disputes, as well as to ensure protection for vulnerable parties. Fintech companies need to implement strict user identity and age verification mechanisms to ensure that only legally competent users can conduct transactions or enter into digital contracts. Furthermore, fintech companies must also comply with legal provisions regarding capacity to act so that electronic agreements are not legally void due to the involvement of incompetent parties.

3. Legal Protection for Fintech Customers Who Are Victims of Desk Collection

In addition to regulating sanctions, POJK No. 77/POJK.01/2016 also requires fintech service providers to have and implement procedures and mechanisms for protecting the confidentiality, integrity, and availability of personal data, transaction data, customer data and financial data that they manage. This regulation was made by the Financial Services Authority with the aim of protecting customers from crimes in the fintech world for supervision and law enforcement against P2P lending service providers.

The Financial Services Authority (OJK) has the authority to oversee the operations of providers, including imposing administrative sanctions if violations of applicable regulations are found. These sanctions include written warnings, fines, restrictions on business activities, and even revocation of operational permits. This step demonstrates the OJK's commitment to maintaining the continuity and security of the fintech lending sector in Indonesia.

Protection for customer data is also regulated in the Personal Data Protection Law as stated in Article 67 paragraph (3):

“Any person who intentionally and unlawfully uses another person's personal data as referred to in Article 65 paragraph (3) may be subject to a maximum prison sentence of 5 (five) years and/or a fine of up to IDR 5,000,000,000.00 (five billion rupiah)”.

This provision aims to prevent misuse of personal data by unauthorized parties. The government seeks to provide a legal basis for activities in cyberspace by passing the Electronic Information and Transactions Law (UU ITE) on April 21, 2008, which was later

updated to Law Number 19 of 2016 concerning Electronic Information and Transactions. This regulation covers a number of important aspects, such as legal jurisdiction in cyberspace, protection of privacy rights, principles of electronic commerce (e-commerce), prevention of unfair business competition and consumer protection, protection of intellectual property rights (IPR), international legal regulations, and provisions related to cybercrime⁸.

Legal protection for online loan victims in Indonesia aims to protect debtors from various risks, such as unreasonable interest rates, coercive or overly pressured debt collection, and misuse of debtors' personal data. This is emphasized in Article 45 paragraphs (3) and (4) and Article 45B of Law No. 19 of 2016 concerning Electronic Information and Transactions, that is states that collectors proven to have committed unlawful acts can be held personally accountable.

This protection is also supported by the Financial Services Authority (OJK) Regulation No. 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services, which regulates the obligation of online loan providers to provide clear, honest, and non-misleading information to consumers and prohibits unlawful collection practices. Thus, legal protection for online loan consumers includes preventive aspects, such as education and outreach, as well as repressive aspects in the form of criminal, civil, and administrative sanctions against business actors who violate legal provisions⁹.

4. Legal Protection for Fintech Companies

Financial Technology (Fintech) based on Peer-to-Peer (P2P) Lending acts as an intermediary connecting creditors with debtors. In other words, P2P Lending is a platform that facilitates the process of borrowing and lending money online. In the P2P Lending fintech service mechanism in Indonesia, it is responsible for selecting and approving loan applications submitted by debtors. This aims to ensure that the resulting funding is high-quality and can be trusted by creditors. In practice, P2P Lending (P2PL)-based fintech practices often face legal issues, particularly related to the risk of default or default by debtors.

The party harmed in this situation is the creditor who provides loan funds through the fintech platform. If a default occurs, the provider will collect from the debtor and proceed with the collateral liquidation process. The proceeds from this liquidation are then used to

⁸ Kukul Dwi Kurniawan dan Dwi Ratna Indri Hapsari, *Kejahatan Dunia Maya Pada Sektor Perbankan Di Indonesia : Analisa Perlindungan Hukum Terhadap Nasabah*, Pleno Jure , Vol. 10 No. 2 (2021), h. 128

⁹ Frandy Risona, dkk, *Perlindungan Hukum Terhadap Korban Desk Collection Fintech Ilegal*, Jurnal Hukum Keluarga Islam, Vol. 2 No. 2 (2022), h. 127

repay the principal to the creditor. However, the provider is not responsible for any default because the loan agreement is made solely between the creditor and the debtor. Furthermore, because there is no direct legal relationship between the provider and the fintech service user, the creditor has no right to file a lawsuit against the provider if the debtor fails to repay¹⁰.

herefore, the organizer remains responsible for any losses incurred and may be subject to sanctions in accordance with Article 47 of POJK Number 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services. Sanctions that can be imposed on the organizer include written warnings, fines in the form of payment of a certain amount, restrictions on business activities, and even revocation of operational permits¹¹.

Based on Article 40 of the Financial Services Authority (OJK) Law, Bank Indonesia remains authorized to conduct inspections of lending banks, particularly in the context of carrying out its duties related to regulation and supervision, but the implementation of such inspections must be preceded by written notification to the OJK. This provision demonstrates the existence of a cooperative mechanism and a complementary division of roles between the two main authority institutions in the national financial system, where the OJK is responsible for microprudential supervision and consumer protection, while Bank Indonesia continues to carry out supervision in the context of macroeconomic interests and payment systems¹².

Conclusion

Psychological violence by desk collection in debt collection practices through fintech applications in the form of acts of terror threats, intimidating customers, insults and the distribution of customer data without the owner's knowledge is a violation of Article 29 in conjunction with Article 45B of Law 11 of 2008, violating the Electronic Transaction Information Law (UU ITE) and fintech companies will be followed up by the Financial Services Authority (OJK) through Article 7 paragraph 3 of Law No. 27 of 2022 concerning personal data protection.

Victims of psychological violence threats from desk collection are entitled to legal protection and protection from the Financial Services Authority if the company has been

¹⁰ Sastradinata, Dhevi Nayasari, and Nabila Afrida. "Dispute Resolution Mechanism in Buying and Sale Transactions Conducted in E-Commerce." *Jurnal Independent* 12, no. 2 (2024): 226

¹¹ Alicia Radeffi, *Perlindungan Hukum Bagi Kreditur Dalam Financial Technology Berbasis Peer To peer Lending Di Indonesia*, Universitas Muhammadiyah Yogyakarta Graduate Conference, Vol. 3 No. 1 (2023), h. 258

¹² Edy Chrisjanto dan Nidya Tajsgoani, *Karakteristik Hukum Fintech Ilegal Dalam Aplikasi Transaksi Pinjaman Online*, Jurnal Meta Yuridis, Vol. 3 No. 2 (2020), h. 26

verified by the OJK because the OJK is a forum that functions as a supervisor of activities in the financial services sector, one of which is in lending and borrowing activities in order to restore victims' rights and provide a form of justice. Thus, legal protection for fintech customers must be enforced firmly through the application of criminal sanctions and supervision of fintech companies so that they do not become parties who escape responsibility for actions carried out by employees of the fintech company.

Bibliography

Book and Journal

- Bambang Eko, M., S. Dhevi Nayasari, and Nadia Purawanti Jatmiko Winarno. "Consumer Protection In Power Purchase Agreement In Standard Agreement Perspective." (2024), h. 109-116.
- Chrisjanto, Edy, and Nidya Tajsgoani. "Karakteristik Hukum Fintech Ilegal Dalam Aplikasi Transaksi Pinjaman Online." *Jurnal Meta-Yuridis* 3, no. 2 (2020): 26-45.
- Geraldo, Hosea, and Bambang Waluyo. "Pertanggungjawaban Pidana Pelaku Tindak Pidana Pengancaman Secara Elektronik." *Jurnal Yuridis* 10, no. 2 (2023): 33-51.
- Gustiar, Muhammad Andi, and Dian Alan Setiawan. "Pertanggungjawaban Pidana bagi Pelaku Pengancaman Kekerasan oleh Desk Collection Pinjaman Online Ditinjau dari Undang-Undang Nomor 19 Tahun 2016 tentang Perubahan Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik." *Bandung Conference Series: Law Studies* 2, no. 2. 2022: 1149-1156.
- I Wayan Windyana. *Financial Technology (Fintech)*, CV. Mega Press Nusantara, Jawa Barat, Tahun 2025.
- Kitab Undang-Undang Hukum Perdata (KUHPperdata)
- Kurniawan, Kukuh Dwi, and Dwi Ratna Indri Hapsari. "Kejahatan dunia maya pada sektor perbankan Di Indonesia: analisa perlindungan hukum terhadap nasabah." *Pleno Jure* 10, no. 2 (2021): 128-133.
- Nugroho, Fajar Seto, and Putri Ainiyatur Rizkiyah. "E-Consumer Privacy Policy on the Online Marketplace System." *Jurnal Independent* 12, no. 1 (2024): 88-97.
- Peter Mahmud Marzuki. *Penelitian Hukum*, Kencana Prenia Media Group, Jakarta, Cetakan Kedua, Tahun 2017.
- Pradnyawati, Ni Made Eka, I. Nyoman Sukandia, and Desak Gde Dwi Arini. "Perjanjian Pinjaman Online Berbasis Financial Technology (Fintech)." *Jurnal Konstruksi Hukum* 2, no. 2 (2021): 323-325.
- Radefi, Alicia. "Perlindungan Hukum Bagi Kreditur Dalam Financial Technology Berbasis Peer to Peer Lending di Indonesia." *Universitas Muhammadiyah Yogyakarta Graduate Conference* 3, no. 1 (2023): 258-259.
- Rifa, Fauzi, and Maslihati Nur Hidayati. "Kebijakan Penal dalam Perlindungan Data Pribadi Nasabah Fintech Lending di Indonesia." *Binamulia Hukum* 13, no. 2 (2024): 469-481.
- Sastradinata, Dhevi Nayasari, and Nabila Afrida. "Dispute Resolution Mechanism in Buying and Sale Transactions Conducted in E-Commerce." *Jurnal Independent* 12, no. 2 (2024): 222-235.
- Tarigan, Frandy, et al. "Perlindungan Hukum terhadap Korban Desk Collector Fintech Ilegal." *Jurnal Hukum Keluarga Islam* 2, no. 2 (2024): 127-136.
- Yasmine, Allyssa Farisa, et al. "Dampak Pengancaman Tindak Pidana Desk Collector Terhadap Debitur Pinjaman Online Menurut Lifestyle Routine Activity Theory." *Jurnal Hukum Ius Publicum* 4, no. 2 (2023): 183-211.

Legislation

Undang-Undang 11 Tahun 2008 Undang-Undang Informasi Transaksi Elektronik
Undang-Undang Nomor 27 Tahun 2022 tentang perlindungan data pribadi
Peraturan Otoritas Jasa Keuangan Nomor 77/POJK.01/2016