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Legal Consequences for Debt Collectors Exceeding Their Authority: A Case Study of PT Mega Central Finance Bagan Batu

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ABSTRACT

This study aims to analyze the authority of debt collectors from a civil law perspective, focusing on a case study of PT Mega Central Finance Bagan Batu. To achieve this objective, this study employs a mixed method of field research and normative legal research, where the collected data is analyzed qualitatively to describe the problems and answer the research objectives. The results show that the problem of bad credit encourages financing companies to use debt collectors' services to optimize the collection process. Meanwhile, debt collectors must have competency certification and act based on an extraordinary power of attorney from the financing company, as regulated in Financial Services Authority Regulation Number 35/POJK.05/2018 and Article 1795 of the Civil Code. Despite having compiled a standard operating procedure for collection, PT Mega Central Finance Bagan Batu still encounters deviant debt collector practices that harm debtors, such as intimidation, threats, and seizure of collateral without legal procedures. These actions violate the rights of debtors and legal principles. The legal consequences and implications cover criminal law, civil law, consumer protection law, and administrative sanctions from the Financial Services Authority.

Keywords: Bad Credit; Creditor; Debt Collector; Debtor; Financing Company.

INTRODUCTION

Globalization and financial technology disruption have spurred the transformation of financing systems in the global economy (Gadjong, 2023). Continuous innovation has resulted in increasingly complex financing instruments and models, from peer-to-peer lending to crowdfunding (Ferretti, 2021). This condition has not only increased financing accessibility but also driven demand for debt collection services, including the involvement of debt collectors (Johan, 2022). Indonesia's relatively stable economic growth has also impacted the financial industry's growth and public demand for financing (Elfaki et al., 2021). Easy access to credit for consumption and investment is supported by the active role of financing companies (Yahya & Yuniarwati, 2024), such as PT Mega Central Finance Bagan Batu. However, behind this convenience lies a significant risk of bad credit (Pal et al., 2021). The high volume of loans is directly proportional to the increased risk of default (Hohnen & Hansen, 2021), which encourages financing companies to optimize collection efforts by involving debt collectors (Akifah, 2022).

Although debt collectors play a strategic role in smoothing the cash flow of financing companies, debt collection practices are prone to controversy. The controversy generally concerns aggressive, intimidating, and even illegal collection methods (Herdiansyah & Himawan, 2022). Several cases of debt collectors exceeding their authority have occurred in several regions in Indonesia. In Bekasi, approximately 20 debt collectors attempted to seize a four-wheeled vehicle using intimidation and death threats forcibly (Syah & Budiman, 2022). In Jakarta, a celebrity was accused of having debt arrears, resulting in their car being forcibly taken by a group of debt collectors (Anugrahadi, 2023).

These cases reveal the urgency of stricter regulations regarding the authority of debt collectors in collection practices in Indonesia. The [Civil Code](#), as the primary legal instrument governing creditor-debtor relationships, including the right to collect receivables, has not explicitly and comprehensively regulated the limits of debt collectors' authority ([Maston et al., 2023](#)). The absence of specific regulations creates legal uncertainty and is prone to disputes between creditors (who involve debt collectors) and debtors. Such disputes may include disputes regarding the legality of collection, the object of collateral, and the collection methods used. The complexity of the global financing system and the vulnerability to violations in debt collection demand adjustments to regulations and the legal framework governing the involvement of third parties in creditor-debtor agreements. Such adjustments are crucial to balance collection effectiveness and protecting debtors' rights.

Based on the description above, this study aims to analyze the authority of debt collectors from a civil law perspective, focusing on a case study of PT Mega Central Finance Bagan Batu. Through this research, it is hoped that a comprehensive understanding of the limits of debt collectors' authority, the legal consequences of exceeding authority, and recommendations for financing companies in balancing creditors' rights and debtor protection can be formulated. This research is expected to contribute to developing civil law in Indonesia, especially in formulating stricter and more detailed regulations regarding the authority and limitations of debt collectors. In addition, this research also aims to encourage financing companies to implement fair, ethical, and legal debt collection practices, thereby creating a healthy and sustainable financial industry climate.

METHOD

This research employs a mixed method of field research and normative legal research to analyze the authority of debt collectors at PT Mega Central Finance Bagan Batu. A qualitative approach with a field research method is applied to examine the debt collection process carried out by debt collectors against debtors ([Irwansyah, 2021](#)). The selection of this location is based on indications of deviations in the authority of debt collectors to carry out the collection process against debtors. Meanwhile, the normative legal research method analyses several laws and regulations related to the legal basis for the involvement of debt collectors as third parties in agreements between creditors and debtors ([Qamar & Rezah, 2020](#)). The types and data sources used in this study are primary and secondary. Primary data collection is conducted through in-depth interviews with the management of PT MCF Bagan Batu, debt collectors, and debtors. Secondary data are obtained through literature studies on primary and secondary legal materials related to the focus of this research. Furthermore, the collected data is analyzed qualitatively to describe the problem and answer the research objectives ([Sampara & Husen, 2016](#)).

RESULTS AND DISCUSSION

A. The Authority of Debt Collectors in a Civil Law Perspective

The socioeconomic development of society in the modern era is characterized by rampant consumerism and an increasing need for various products, both goods and services. Modern lifestyles and media influence encourage individuals to acquire various products, often exceeding their financial capabilities. The financial industry offers various financing instruments, including consumer credit, to facilitate these needs. Financing companies, such as PT MCF Bagan Batu, play an active role in providing credit access for the public, enabling them to meet consumptive and productive needs even if they do not have sufficient cash. It creates a legal relationship between the creditor (financing company) and the debtor (consumer) based on a credit agreement, a legal instrument that binds both parties with their respective rights and obligations (Setyabudi & Mashdurohatun, 2022).

A credit agreement is regulated in the [Civil Code](#) and remains Indonesia's primary basis of civil law (Hapsari & Kurniawan, 2020). Article 1320 of the [Civil Code](#) stipulates four absolute requirements for an agreement to be legally valid: the agreement between the parties, the capacity of the parties to enter into an agreement, a specific object, and a lawful cause. In a credit agreement, an agreement is reached when the creditor and debtor mutually give free consent regarding the main points of the agreement, such as the loan amount, interest, term, and collateral. The capacity of the parties refers to their legal ability to perform legal actions; that is, they are of legal age and not under guardianship. A specific object refers to the object of the agreement, namely the provision of credit by the creditor and the obligation of repayment by the debtor. Meanwhile, a lawful cause requires that the purpose and content of the agreement not conflict with law, morality, or public order.

In practice, a credit agreement is embodied in a deed of agreement containing essential clauses that regulate the rights and obligations of the parties. These clauses include, among others, the amount of debt, the amount of interest, the repayment period, the method of payment, and fiduciary security (Febriana et al., 2023). Fiduciary security is a security right over movable or immovable property whose ownership remains under the debtor's control but grants the creditor the right to execute the object if the debtor defaults. This right of execution is regulated in [Law Number 42 of 1999](#), a *lex specialis* of the [Civil Code](#) regarding security. This law provides legal protection for creditors by facilitating the execution of fiduciary security. However, it also regulates the protection of debtors so they are not harmed during the execution process.

One of the crucial problems in lending is the risk of bad credit. Bad credit occurs when the debtor fails to fulfil their obligation to pay instalments or repay the debt according to the agreement, thus being declared in default (Auliandi & Simanjuntak, 2020). Default can arise due to subjective factors, such as the debtor's financial difficulties, and objective, such as an economic crisis. In the event of default, the creditor has the right to collect their receivables through various efforts, whether through negotiation, a demand letter, or legal channels. Articles 1131 and 1132 of the Civil Code emphasize the universal principle that all of the debtor's assets, both existing at the time the agreement was made and those acquired later, become security for the repayment of their debt.

In a credit agreement with fiduciary security, the creditor has the right to seize the object of the fiduciary security if the debtor defaults. However, the seizure cannot be carried out arbitrarily by the creditor. Article 15 of Law Number 42 of 1999 emphasizes that the fiduciary recipient has the right to seize and sell the object if they have a fiduciary security certificate with the same executorial power as a court decision that has obtained permanent legal force. It is intended to ensure the fulfillment of due process of law and prevent abuse of rights by creditors (Herdin & Putra, 2022).

To facilitate the collection process and execution of fiduciary security, financing companies often involve the services of third parties, namely debt collectors. Debt collection is a business activity classified under code 82911, as regulated by Central Bureau of Statistics Regulation Number 2 of 2020. Regulation Number 35/POJK.05/2018 stipulates that collectors with competency certification can only carry out debt collection activities. This provision is intended to improve professionalism and minimize the risk of legal violations in debt collection practices. Certified debt collectors must know and understand laws and regulations, professional ethics, and good collection techniques.

Debt collectors act based on the granting of authority from the financing company (Putra, 2020). Articles 1792 and 1795 of the Civil Code regulate special power of attorney. In addition, the involvement of debt collectors is also regulated in Article 48 of Regulation Number 35/POJK.05/2018. A special power of attorney authorizes debt collectors to carry out certain legal actions on behalf of the financing company, including collection and seizure of fiduciary security. However, the authority of debt collectors is not absolute. The authority of debt collectors is limited by the scope of authority granted by the financing company and must be carried out by applicable laws and regulations. Debt collectors are positioned as special workers or employees employed by the financing company and are responsible to the grantor.

In carrying out their duties, debt collectors are prohibited from acting contrary to law, ethics, and morality. Prohibited actions include threats, violence, harassment, and insults against debtors. Violations of these prohibitions can result in legal sanctions for the debt collector and the financing company (Rolobessy et al., 2023).

B. Debt Collection Practices by Debt Collectors of PT Mega Central Finance Bagan Batu

PT MCF Bagan Batu, like other financing companies operating in Indonesia, must comply with the provisions of applicable laws and regulations, including Regulation Number 35/POJK.05/2018. This regulation comprehensively governs various aspects of financing companies' business activities, from licensing, ownership, risk management, and collection. In the context of the collection, this regulation mandates financing companies to apply the principles of prudence, transparency, and consumer protection.

PT MCF Bagan Batu has compiled a standard operating procedure for collection that regulates the procedures and ethics of collection by debt collectors. This SOP serves as a guideline for debt collectors to carry out their duties and ensures that the process runs by the principles mentioned earlier. The procedure includes systematic stages, starting from initial communication with the debtor through letters, telephone, or email, providing written warnings, negotiating to find solutions that satisfy both parties and, if necessary, direct visits to the debtor's domicile or workplace. Direct visits must be conducted with courtesy and respect for the debtor's privacy and without causing discomfort.

However, despite having a collection SOP, practices in the field indicate that there are still debt collectors of PT MCF Bagan Batu who take actions that deviate and harm debtors. Some debtors report verbal intimidation, physical and psychological threats, and seizure of collateral without going through legal procedures. These actions violate debtors' rights and are contrary to legal, ethical, and moral principles (Sanditya et al., 2024).

The deviant behaviour of debt collectors in debt collection can be analyzed through the agency theory framework. As representatives of the financing company, debt collectors are authorized through a power of attorney to carry out specific legal actions (Hirwansyah & Ambuwaru, 2023). However, this authority is not absolute but is limited by the delegate's non-potest delegate principle (Kusumaningrum et al., 2023). Debt collectors are obliged to act within the limits of the power of attorney and are prohibited from exceeding their authority. Abuse of power can have implications for legal liability, both for the debt collector and the financing company.

In addition to agency theory, the behaviour of debt collectors that harms debtors can also be seen through the theory of unlawful acts. An unlawful act is defined as an act that is contrary to rights, legal obligations, propriety, or public order (Dwipa, 2024). Intimidation, threats, or violence committed by debt collectors against debtors constitute a violation of the debtor's rights and are contrary to propriety and public order. Furthermore, unethical debt collection practices can be considered a violation of Law Number 8 of 1999, which aims to protect consumers from unfair and detrimental trading practices.

Regulation Number 35/POJK.05/2018 specifically regulates the qualifications of human resources employed by financing companies, including debt collectors. Article 48 section (3) point c of the regulation stipulates that third-party collection personnel must have competency certification in the field of collection issued by the Professional Certification Institute in the field of financing. This certification formally recognises a person's competence in the collection field and is expected to guarantee professionalism and ethics in debt collection practices (Yani, 2020).

The practice of PT MCF Bagan Batu debt collectors exceeding their authority can have broad implications for the company, debtors, and the entire financing industry. For the company, such actions can damage the company's image and reputation, reduce public trust, and potentially result in administrative sanctions from the Financial Services Authority, ranging from written warnings and fines to revocation of business licenses. For debtors, these actions can cause material and immaterial losses, such as damage to collateral, psychological trauma, and defamation.

Regulation Number 35/POJK.05/2018 affirms the principle of the financing company's responsibility for the actions of debt collectors (Rialdo et al., 2023). Article 48 section (4) of the regulation states that the financing company must ensure that third parties involved in collection have fulfilled the provisions of applicable laws and regulations and are responsible for every action taken by those third parties. Thus, PT MCF Bagan Batu has a legal responsibility to supervise the debt collectors it employs strictly and ensure that they operate according to established procedures and ethics. Failure to supervise can result in the company being jointly liable for the actions of debt collectors that harm debtors.

PT MCF Bagan Batu must improve debt collectors' understanding of laws and regulations, professional ethics, and good collection techniques. Regular training and competency certification need to be carried out to improve the professionalism of debt collectors. In addition, the company also needs to build an effective complaint system so that debtors can report detrimental actions by debt collectors.

C. Legal Consequences and Implications of Debt Collectors Exceeding Their Authority

In the Indonesian legal system, actions of debt collectors exceeding their authority (*ultra vires*) can trigger multifaceted legal consequences and implications (Nabila et al., 2020). These implications not only encompass criminal law but also extend to civil law and consumer protection law and potentially invite administrative sanctions from the Financial Services Authority. It is based on the principle that debt collectors, in carrying out debt collection duties, are bound by legal corridors designed to protect the rights of debtors. The goal is to ensure fair, ethical collection practices that comply with applicable legal norms.

From a criminal law perspective, debt collectors who employ illegal methods such as intimidation, threats, or physical violence can be charged under various articles in the [Penal Code](#). For instance, acts of forcing debtors to surrender goods or money under the threat of violence can be categorized as extortion, as regulated in Article 368 of the [Penal Code](#). The criminal penalty is imprisonment for a maximum of nine months. If the actions of debt collectors result in physical injury to the debtor, they can be charged with assault as regulated in Article 351 of the [Penal Code](#). The criminal penalty varies according to the severity of the injuries inflicted, ranging from two years and eight months to seven years in prison. Furthermore, intimidation, harassment, or threats can be categorized as unpleasant conduct, punishable by imprisonment for one year based on Article 335 of the [Penal Code](#).

Not only the criminal aspect but also the actions of debt collectors exceeding their authority can be viewed from the perspective of civil law. For example, entering the debtor's house without permission or seizing goods without legal procedures can be considered unlawful. Aggrieved debtors can file a compensation claim based on Article 1365 of the [Civil Code](#). The financing company employing the debt collector can also be held civilly liable under Article 1367 of the [Civil Code](#). This liability principle is based on the employment relationship between the debt collector and the financing company, where the financing company is deemed negligent in its supervision.

In the context of consumer protection law, actions of debt collectors exceeding their authority can violate consumer rights. Article 4 of [Law Number 8 of 1999](#) protects consumers, including the right to comfort, security, and safety in consuming goods and/or services. Actions of debt collectors that threaten, intimidate, or commit violence against debtors violate consumer rights and can be subject to sanctions by the law.

The Financial Services Authority, as the regulatory body in the financial services sector, has the authority to impose administrative sanctions on financing companies that violate provisions, including in the case of debt collection. Article 115 of [Regulation Number 35/POJK.05/2018](#) emphasizes the imposition of administrative sanctions in stages in the form of warnings, suspension of business activities, and revocation of business licenses. The imposition of these sanctions aims to enforce discipline and compliance of financing companies with applicable regulations and protect consumers from unethical and detrimental debt collection practices.

Thus, actions of debt collectors exceeding their authority can lead to serious and multidimensional legal consequences. Therefore, financing companies need to ensure that the debt collectors they employ have the competence, integrity, and professionalism in carrying out their duties. Strict supervision and continuous guidance of debt collectors are important steps to prevent legal violations and protect debtors' rights.

CONCLUSIONS AND SUGGESTIONS

Based on the results and discussion, it can be concluded that the problem of bad credit is an inherent risk in lending, which encourages financing companies to engage the services of debt collectors to optimize the collection process. However, debt collectors must have competency certification and act based on a special power of attorney from the financing company, as regulated in [Regulation Number 35/POJK.05/2018](#) and Article 1795 of the [Civil Code](#). PT Mega Central Finance Bagan Batu, despite having compiled a standard operating procedure for collection, still encounters deviant debt collector practices that harm debtors, such as intimidation, threats, and seizure of collateral without legal procedures, which violates the rights of debtors and legal principles.

The legal consequences and implications of such actions by debt collectors exceeding their authority cover criminal law, civil law, consumer protection law, and administrative sanctions from the Financial Services Authority. Debt collectors can be charged with extortion, assault, and unpleasant conduct under the [Penal Code](#) while financing companies can be sued for compensation based on Articles 1365 and 1367 of the [Civil Code](#). In addition, such actions by debt collectors can violate consumer rights regulated in [Law Number 8 of 1999](#) and lead to administrative sanctions for financing companies, ranging from warnings to revocation of business licenses, based on Article 115 of [Regulation Number 35/POJK.05/2018](#).

Based on the above conclusions, it is recommended that the government formulate a Law or Government Regulation that specifically regulates the existence

and activities of debt collectors. This regulation is expected to clarify the scope of authority, supervisory mechanisms, and strict sanctions for violations committed. Furthermore, the Financial Services Authority is advised to increase the intensity of supervision of financing companies involving debt collectors. The Financial Services Authority must ensure that financing companies implement strict collection SOPs and effectively monitor the debt collectors they employ.

On the other hand, PT Mega Central Finance Bagan Batu and other financing companies should establish strict internal control mechanisms. In addition, financing companies are advised to provide training on the ethics and legal limits of collection to the debt collectors they employ. Internal supervision and periodic audits of debt collector behaviour also need to be carried out to prevent deviations. In addition, financing companies should provide complaint channels for debtors who experience unfair treatment from debt collectors. Meanwhile, debt collectors should improve professionalism and integrity in their duties. Debt collectors must comply with the applicable code of ethics and legal rules and avoid actions that harm debtors.

Finally, debtors also have an important role in preventing violations in debt collection. Debtors are advised to improve their understanding of their rights and obligations in credit agreements, understand the legal rules related to debt collection, and not hesitate to report illegal actions by debt collectors to the authorities. Debtors should also be wise in making credit decisions and consider personal financial conditions before making credit transactions to avoid bad credit, which can lead to problematic collection processes.

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