



Reconstructing Digital Fiduciary Execution: Debtor Protection, Certainty of Principal Payment, and Reform of Police Complaint Handling

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ABSTRACT

Vehicle financing secured by fiduciary guarantees requires a balance between certainty of creditor recovery and protection of debtor rights. This article examines the legal problems of fiduciary execution, particularly payment arrears of about three months, which in practice are often read immediately as serious default, unilateral repossession, or suspected crime. Using normative legal research with statutory, conceptual, and case approaches, it draws on the Fiduciary Guarantee Law, the Civil Code, criminal procedure law, Financial Services Authority regulations, and Constitutional Court Decision No. 18/PUU-XVII/2019. The findings are that (1) default may not be determined unilaterally by the creditor, so a three-month arrear is a risk signal rather than an automatic trigger for execution; (2) principal, interest or margin, penalties, and fees must be traceable to the contract and payment records; (3) financing disputes must be distinguished from allegations of crime; and (4) CCTV, witnesses, and electronic documents have value only when verifiable and tested against other evidence. The article proposes the Digital Fiduciary Enforcement and Consumer Protection Model (DFECP), a process-and-evidence framework linking contracts, payment histories, arrears verification, electronic evidence, police complaints, and an enforcement gate in one audit trail. DFECP creates no new enforcement authority. The study is normative; empirical analysis of contract clauses and case files has not yet been done and is set out as a further research agenda

INTRODUCTION

Background

Consumer financing institutions for motor vehicles are growing rapidly. Vehicles are no longer seen just as luxury items, but also as production tools and support for mobility for the lower-middle class. In this financing, debt repayment is generally secured through fiduciary guarantees as regulated in Law Number 42 of 1999 on Fiduciary Guarantees (UUJF). The civil relationship between debtor and creditor, however, often escalates into conflicts involving law enforcement officials.

One issue that often comes up is installment payments being about three months late. In public discussions and legal literature, such delays are often cited as the sole reason to declare a debtor in serious default, raise interest rates or fines, impose non-transparent service fees, or even report the debtor to the police for suspected embezzlement or fraud (Articles 372 and 378 of the old Penal Code; the equivalent in Law Number 1 of 2023 should be referred to once the new Penal Code comes into effect on January 2, 2026). This article doesn't measure how often these practices actually happen; it analyzes how the law should treat them. A default that purely falls under civil law, when suddenly pulled into the criminal realm, creates a distortion often called debt criminalization. The police also face a dilemma when handling complaints from finance companies: disproportionate actions, like intimidation or seizing vehicles on the road, can happen without strict checks on the validity of fiduciary guarantee deeds and the details of the obligations.

The Constitutional Court in Ruling Number 18/PUU-XVII/2019 provided a constitutional interpretation of Article 15 paragraphs (2) and (3) of the UUJF: a breach of promise cannot be determined unilaterally by the creditor, but must be based on an agreement between the creditor and debtor or a legal process that determines that a breach has occurred. If there is no agreement and the debtor refuses to voluntarily hand over the object, execution must follow the mechanism of executing a legally binding court decision. Therefore, terms like "interest," "penalty," and "motor vehicle service fees" cannot be assumed a priori as violations just because of a three-month default; they have to be matched with the contract clauses and the objective facts of the case.

The development of information technology opens up the possibility for more documented handling of fiduciary matters: digital payment proof, communication records, CCTV, electronic documents, and time logging can become part of an audit trail, while still paying attention to rules on evidence and the validity of electronic information. In the financial services sector, POJK Number 22 of 2023 strengthens the framework for consumer protection and complaints, while the police carry out investigations and inquiries in accordance with criminal procedure law and regulations. On that basis, this article proposes a reconstruction of fiduciary handling with the DFEC model, which does not grant new authority to creditors, debt collectors, or the police, but organizes verification and documentation mechanisms so that existing authority can be exercised transparently and be auditable.

Problem Statement

1. How is the mechanism for executing vehicle fiduciary guarantees reconstructed after Constitutional Court Decision Number 18/PUU-XVII/2019?
2. How can principal payments, interest, fines, service fees, and proof of payment be verified in financing disputes?
3. How can CCTV, witnesses, electronic documents, and police reports be incorporated into a fair evidence and handling model?
4. How can DFECF be designed to strengthen creditor legal certainty while also protecting debtors?

Purpose and Scope

This article comes from a community service activity (PKM) aimed at helping people understand their rights in financing secured by fiduciary guarantees. Scientifically, the goal is to develop a model for handling digital fiduciary issues that clearly separates the stages of verifying contractual obligations, determining breaches of promise, resolving disputes, reporting suspected crimes, and executing fiduciary objects. The focus is limited to motor vehicle financing; guarantees on other objects like housing are not analyzed.

IMPLEMENTATION AND METHODS

This research uses a normative juridical method with legislative, conceptual, and case approaches. The legislative approach examines the 1945 Constitution, the Civil Code, the Criminal Code, the Criminal Procedure Code, the Justice for Juveniles Law, the Consumer Protection Law, laws on the Police and Electronic Information and Transactions, as well as POJK Number 35/POJK.05/2018 and POJK Number 22 of 2023. The case approach mainly reviews Constitutional Court Decision Number 18/PUU-XVII/2019 and Constitutional Court Decision Number 2/PUU-XIX/2021. The conceptual approach uses concepts of default, breach of promise, fiduciary guarantees, evidence, and consumer protection.

Primary legal materials are laws and court decisions. Secondary legal materials include literature on civil law, collateral law, substantive and procedural criminal law, as well as journal articles about debtor protection, fiduciary execution, debt collection, and the implementation of Constitutional Court decisions. Tertiary legal materials include legal dictionaries and encyclopedias. Data was collected through library research and analyzed qualitatively-prescriptively with systematic, grammatical, and teleological interpretation to find gaps between norms, proof processes, and the needs for digitalizing fiduciary handling administration.

It's important to note that this article doesn't include any empirical data. Analysis of financing contract clauses and police case handling files hasn't been done; both are planned as follow-up research (section 4.7). So, conclusions about collection practices and complaints are more prescriptive and aren't meant to be findings about how often or in what patterns these practices occur.

RESULTS AND DISCUSSION

The Normative Framework That Determines

The review of legal materials resulted in a map of norms in Table 1, which shows that handling fiduciary disputes intersects with security law, consumer protection law, financial services law, evidence law, and criminal procedure law.

Table 1. Map of Fiduciary Execution Norms and Complaint Handling

Instruments	Relevance
Law 42/1999 on Fiduciary Guarantees	Regulating fiduciary guarantees as material guarantees that give certain legal status to the fiduciary recipients
Constitutional Court Decision 18/PUU-XVII/2019	Injury to promises cannot be determined unilaterally; if there are objections and there is no agreement, execution is through a court mechanism
Constitutional Court Decision 2/PUU-XIX/2021	Follow-up decisions that are relevant to fiduciary execution and need to be read together with Decision 18/PUU-XVII/2019
Civil Code	The basis of default (Article 1233 jo. 1243) and the principle of freedom of contract (Article 1338)
Law 8/1999 and POJK 22/2023	Consumer protection, information transparency, and complaints in the financial services sector
POJK 35/POJK.05/2018	Implementation of the financing company's business, including written notification before the execution of the collateral object
ITE LAW (1/2024 LAW) and KUHAP	Information and electronic documents as evidence; evidence in the criminal procedure law (Article 184 of the 1981 Criminal Procedure Code; an adjustment to the new Criminal Procedure Code, Law 20/2025, effective from January 2, 2026)
Law 2/2002 and Perpol 8/2021	Authority for investigation and investigation; handling of criminal acts based on restorative justice if they meet the requirements

Finding 1: Breach of Promise and Three-Month Arrears Status

According to the doctrine and Article 1233 in conjunction with Article 1243 of the Civil Code, a breach of contract doesn't just arise from being late; it requires an element of fault (intentional or negligent) and a proper official warning (notice). Financing companies are also required to give a chance and a written notice before executing the collateral object. At the constitutional level, the Constitutional Court Decision 18/PUU-XVII/2019 affirms that a breach of contract is determined based on the agreement or legal action, and a debtor who objects to handing over the object voluntarily cannot be executed unilaterally. If the debtor admits the breach and voluntarily hands over the object, execution can be carried out within the bounds allowed by law.

From these norms, it is concluded that a three-month arrear can be a risk signal and a basis for contractual collection, but it cannot automatically trigger withdrawal. The default status and how it is enforced still depend on the contract, applicable law, and the debtor's objections

Finding 2: Tracking Principal, Interest, Penalties, and Fees

The difference between the principal financing, interest or margin, penalties, administrative fees, and service charges should be traceable from the contract and payment records. Information about consumer obligations must be clear and verifiable because disputes over the amount owed affect the determination of whether there is a default. Therefore, financing disputes shouldn't just stop at the question of "how many months are overdue"; the system should be able to show how much principal has been paid, what the remaining principal balance is, what interest or margin was agreed on, what penalties are valid according to the contract and regulations, as well as what fees were charged and on what contractual basis. Contractual terms like "interest," "late payment penalty," and "motor vehicle service" also need to be verified; according to the principle of freedom of contract, contracts bind the parties, but the clauses must not conflict with the law, morality, and public order.

Finding 3: Separation of Civil Disputes and Alleged Crimes

Late payments are basically a matter of fulfilling contractual obligations and don't automatically become a criminal act. The criminal element of embezzlement requires bad intent (*mens rea*) and an unlawful act of taking control of goods that are partially or wholly owned by someone else. In a fiduciary relationship, the debtor as the fiduciary grantor still controls the collateral based on the financing agreement; as long as that control is based on a valid agreement, payment issues are basically civil disputes. On the other hand, if there is a report of a suspected criminal act that meets criminal law elements, the police can investigate according to their authority. Regulation 8/2021 provides a framework for handling criminal acts based on restorative justice under conditions that meet the regulatory requirements.

Finding 4: CCTV Placement, Witnesses, and Electronic Evidence

The valid evidence according to Article 184 of the Criminal Procedure Code includes witness testimony, expert testimony, documents, indications, and the defendant's statement. In modern fiduciary disputes, CCTV recordings and digital transaction logs can serve as important evidence based on electronic information and transaction provisions. CCTV can provide information about physical events, such as the arrival of a collector, communication on-site, handover or possession of objects, and the surrounding conditions. Witness testimony complements this, especially if there's a dispute over actions, consent, objections, or the handover of objects. However, CCTV and witnesses aren't tools to automatically determine who is right; both need to be assessed along with contracts, payment histories, documents, and statements from the parties involved. The authenticity and traceability of evidence can be enhanced with

basic metadata like time, location, recording source, uploader identity, and change logs.

The Formulated Model: DFECp

Based on the findings above, this article formulates the Digital Fiduciary Enforcement and Consumer Protection Model (DFECp), which is a digital process architecture that integrates contract data, payment history, obligation status, CCTV evidence, witness statements, complaint documents, and execution stages, with principles of verification, traceability, proportionality, debtor rights protection, and creditor rights certainty. This model doesn't change enforcement authority; it sets up verification checkpoints before that authority is exercised. Table 2 compares the criticized practices with the proposed model.

Table 2. Conventional Practices and DFECp

Aspects	Conventional practices (which are criticized)	DFECp (proposal)
Handling of arrears	Unilateral withdrawal by the collector or physical intimidation	Digital contract data verification and integrated system-based notifications
Police complaints	Direct reports are processed as embezzlement	Mandatory through verification of preliminary evidence (CCTV, witnesses, audit of principal details and fines)
Object execution	Execution on the road without assignment and verification	Execution based on voluntary agreements or verified court basis

DFECp is made up of eight layers of data and verification (Table 3), which are carried out in five process stages: (1) payment tracking integration, which involves monitoring the history of principal, interest, fines, and fees; (2) alert and mediation protocols, which means notifying when there's a delay (including a three-month threshold as a marker, not a trigger for execution) along with a digital mediation space; (3) evidence-based verification, which uses CCTV and witnesses to confirm the physical presence of an object without seizure; (4) police report screening, which is an initial civil check before moving into the criminal domain; and (5) execution compliance, which is transparent and accountable execution according to Constitutional Court decisions. Digitalization in this model serves as an audit trail, not a replacement for legal processes.

Table 3. Eight Layers of DFECp

Coating	Data/evidence	Verification	Exodus
1. Contract	Agreements, fiduciary certificates, default clauses	Validation of identity, objects, obligations	Contract Profile

Coating	Data/evidence	Verification	Exodus
2. Payment	Mutations, receipts, installment history	Reconciliation of principal/interest/fine/cost	Payment Ledger
3. Delinquency	Due date and balance	Count arrears and objection status	Default Status
4. Clarification	Notifications, communications, debtor responses	Record agreement or objection	Dispute Flag
5. Evidence	CCTV, witnesses, photos/videos, electronic documents	Autentisitas dan chain of custody	Evidence Pack
6. Complaints	Reports and chronology	Civil/criminal classification	Complaint Record
7. Execution	Voluntary agreement or court basis	Verification of execution conditions	Lawful Enforcement
8. Audit	Entire logs	Access and change trail	Audit Trail

In the payment layer, every payment is recorded based on the date, amount, source of payment, the liability components that are charged, and the balance after payment. In the evidence layer, basic metadata and change logs are recorded for every CCTV, photo/video, electronic document, and witness statement. The full flow of the model, including branching depending on whether there is a breach of agreement, is shown in Figure 1.

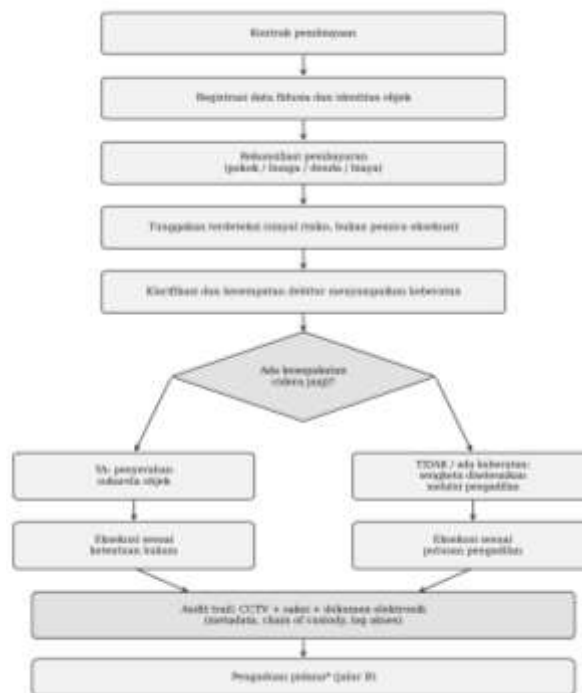


Figure 1. DFECF Flow. Source: the Author's Conceptualization based on UUJF and Constitutional Court Decision 18/PUU-XVII/2019.

This model creates two connected but separate paths: path A for liability verification and fiduciary execution, and path B for reporting suspected crimes, meeting at a point with verifiable evidence packages. Six innovative components are summarized in Table 4.

Table 4. Six Components of DFECF Novelty

Novelty components	Contents
1. Default Verification Layer	Digital verification before default status is marked final: contract, payment ledger, debtor's objection, and undertaking injury determination policy
2. Evidence Chain	Simple chain of custody for CCTV, photos/videos, electronic documents, and witness statements so that the source and time can be traced
3. Dual-Track Complaint	Separation of the financing/execution dispute route from the alleged criminal act, with a common point on the evidence package
4. Principal Certainty	Payment reconciliation that transparently displays principal, interest/margin, penalties, fees, balances, and dates
5. Enforcement Gate	A default agreement and voluntary surrender, or the basis of a court execution, are the gateway before the execution action
6. Auditability	All system user actions are timestamped and logged so that they can be audited in the event of a complaint

DISCUSSION

Why a Three-Month Arrears Can't Automatically Trigger It

Finding 1 shows that a model that only uses the "three-month arrears" indicator as an automatic trigger for collection risks oversimplifying the legal issue. There are three reasons supporting this conclusion. First, civil law requires elements of fault and a warning, not just the passage of time. Second, after Constitutional Court Decision 18/PUU-XVII/2019, determining a breach of contract cannot be done unilaterally by the creditor. Third, disputes over the amount owed can affect whether there actually is an arrear. But this doesn't mean arrears aren't important. Arrears are still a key fact in financing relationships and a basis for contractual collection; what's restricted is jumping from that fact straight to enforcement or criminalization without verification. Concluding there's a criminal offense solely based on a three-month arrear, without checking the contract clauses and payment history, is legally flawed reasoning and threatens the debtor's rights.

The Constitutional Court Decision 2/PUU-XIX/2021 is also relevant to the scope of execution mechanisms after Decision 18/PUU-XVII/2019. Since this decision is only briefly mentioned in the study, the application of DFECF at the execution stage needs to be confirmed by reading the ruling and its considerations in full before the model is used as a basis for regulation.

Digitization as an Audit Trail, not a Substitute for Legal Process

Digitalization can strengthen legal certainty if used for payment reconciliation, objection documentation, evidence authentication, complaint recording, and audit trails. It should not be seen as a substitute for legal procedures or courts. Features like automatic alert protocols or payment tracking integration only help ensure that the status of default, willingness to deliver an object, and handling actions can be verified before execution takes place. Terms like smart contract in this model should be understood as recording and notification mechanisms that complement written agreements, not as automatic execution mechanisms for collateral, since execution is still bound by agreement or court rulings as affirmed by the Constitutional Court.

The Balance Between Creditor Certainty and Debtor Protection

DFECP is not intended to harm creditors. Principal Certainty actually strengthens the certainty of principal payments: transparent reconciliation shows how much principal has been paid and how much balance remains, so creditors' rights can be proved more clearly and disputes over the obligation amounts can be resolved faster. For debtors, the same system provides access to the details of their obligations and room to raise objections before the asset is marked ready for execution. In this way, both interests are served by the same mechanism: data verification that can be audited by both parties and by the court.

Reforming Complaint Handling by the Police

Receiving a complaint doesn't automatically mean that the reported party is at fault; the police carry out investigations and inquiries according to criminal procedure law. Complaints about collection actions or vehicle possession should ideally be documented with contracts, proof of payment, fiduciary certificates if available, assignment letters, CCTV recordings, witnesses, communications, and a timeline. A structured initial stage helps differentiate whether the issue is mainly a payment dispute, an execution dispute, or a suspected crime that requires investigation. Within that framework, a preliminary examination serves to distinguish a pure breach due to inability to pay from a criminal act, such as identity forgery or embezzlement with intent right from the start of the agreement. Premature reports shouldn't be acted on with force. This screening isn't meant to block access to justice; reports that meet criminal elements can still be processed, and a restorative justice approach is available as long as it meets the requirements of Perpol 8/2021.

Position on Previous Research

Previous studies have discussed legal protection for defaulting debtors, the forced execution of fiduciary objects by creditors, the implementation of Constitutional Court Decision 18/PUU-XVII/2019, as well as protection for creditors and debtors in fiduciary agreements. Based on their titles, those studies focused on the normative aspects of legal protection and the implementation of court decisions. DFECP adds process and evidence architecture: layers of obligation verification, chain of evidence, separation of dispute and criminal

tracks, and audit trails. This claim of novelty is limited to that integration and needs to be tested, including by comparing it to the full content of previous studies.

Data Risks and Protection

A system that stores contracts, payment history, CCTV recordings, and witness statements contains sensitive personal data. Developing DFECF needs to align with personal data protection regulations and IT governance, including access restrictions to evidence, system security, and data interoperability. Also, the audit trail itself must be protected from unilateral changes, because its evidential value depends on its integrity.

Limitations and Future Research Agenda

This article is normative and has not yet tested DFECF empirically. Some regulatory references (including POJK 35/POJK.05/2018, the new Criminal Code and its penal adjustments, as well as the new Criminal Procedure Code) need to be cross-checked with the official texts and article numbering at the time of publication. The agenda for further research includes:

- Survey of vehicle financing debtors about types of delays, understanding of contracts, and collection experiences.
- Semi-structured interviews with financing companies, police officers, lawyers, and execution officers to map dispute points.
- Study of court decisions after Constitutional Court Ruling 18/PUU-XVII/2019 to map patterns of default determination and execution.
- Testing the DFECF prototype with simulated data to measure verification time, document completeness, and classification errors.
- Policy analysis on data interoperability, personal data protection, system security, and evidence access restrictions.
- Analysis of standard clauses in vehicle financing contracts and police complaint handling files.

CONCLUSION AND RECOMENDATION

Conclusion

First, a delay in motor vehicle financing payments of around three months should not automatically be concluded as embezzlement or an absolute breach of contract without thorough verification of the contract clauses, details of principal payments, interest or penalties, and service fees. Second, following Constitutional Court Ruling 18/PUU-XVII/2019, the execution of fiduciary vehicle guarantees cannot be reduced to mere repossession because determining a breach and executing it is limited when the debtor objects. Third, financing disputes and alleged criminal acts should be separated into two paths that meet in a package of verifiable evidence. Fourth, digitization strengthens legal certainty when used for payment reconciliation, documentation of objections, evidence authentication, complaint recording, and audit trails. Fifth, DFECF offers contract and payment integration, breach verification, electronic evidence, complaints, and execution gateways all in one auditable framework, without creating new authorities. This model hasn't been tested empirically yet.

Recommendation

1. The government and the OJK need to issue derivative regulations that encourage the digitalization of complaint and fiduciary dispute verification systems to minimize unlawful debt collection.
2. The Indonesian National Police need to develop regulations or standard operational procedures for handling fiduciary security complaint reports so that civil disputes are not criminalized, using legal classification and evidence as the basis for follow-up actions, rather than just outstanding payments or disputes.
3. Financing companies need to prioritize business ethics and dispute resolution through deliberation, including digital deliberation, rather than relying on field collectors who might break the law, and provide a reconciliation of obligations that separates principal, interest or margin, fines, fees, and balances in an easily verifiable manner.
4. Every collection and execution action needs to be recorded with the officer's identity, authority basis, time, object, and the results of communication with the debtor.
5. The digital system needs to provide a debtor objection status so that an object doesn't immediately become ready for execution when there's a dispute over a breach.
6. CCTV, witnesses, and electronic documents need to be managed as an evidence package with information on the source, time, and file integrity.
7. DFECF needs to be tested empirically in district courts and police stations in selected areas, and aligned with personal data protection and IT governance.

REFERENCES

- Diputri, Ni Putu Natasya Angela, & Dewi, Gusti Ayu Arya Prima. (2025). Perlindungan hukum bagi debitur dalam eksekusi jaminan fidusia berdasarkan Putusan MK No.18/PUU-XVII/2019. Kertha Wicara.
- Hastijoko, Radite, & Deni, Fitra. (2023). Analisis yuridis perlindungan hukum bagi debitur yang melakukan wanprestasi terhadap objek jaminan fidusia. Jurnal Audi Alteram Partem.
- Indonesia. Kitab Undang-Undang Hukum Perdata.
- Indonesia. (1981). Undang-Undang Nomor 8 Tahun 1981 tentang Hukum Acara Pidana.
- Indonesia. (1999). Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia.
- Indonesia. (1999). Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.
- Indonesia. (2002). Undang-Undang Nomor 2 Tahun 2002 tentang Kepolisian Negara Republik Indonesia.
- Indonesia. (2023). Undang-Undang Nomor 1 Tahun 2023 tentang Kitab Undang-Undang Hukum Pidana.
- Indonesia. (2024). Undang-Undang Nomor 1 Tahun 2024 tentang Perubahan Kedua atas Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik.

- Indonesia. (2025). Undang-Undang Nomor 20 Tahun 2025 tentang Kitab Undang-Undang Hukum Acara Pidana.
- Marzuki, Peter Mahmud. Penelitian Hukum. Jakarta: Kencana.
- Mahkamah Konstitusi Republik Indonesia. Putusan Nomor 18/PUU-XVII/2019.
- Mahkamah Konstitusi Republik Indonesia. Putusan Nomor 2/PUU-XIX/2021.
- Nurdin, Abdul Rahman, Makkawaru, Zulkifli, & Kamsilaniah. (2026). Implementasi eksekusi jaminan fidusia oleh debt collector dan perlindungan hak debitur di Sulawesi Barat. *Indonesian Journal of Legality of Law*.
- Otoritas Jasa Keuangan. (2018). Peraturan OJK Nomor 35/POJK.05/2018 tentang Penyelenggaraan Usaha Perusahaan Pembiayaan.
- Otoritas Jasa Keuangan. (2023). Peraturan OJK Nomor 22 Tahun 2023 tentang Pelindungan Konsumen dan Masyarakat di Sektor Jasa Keuangan.
- Peraturan Kepolisian Negara Republik Indonesia Nomor 8 Tahun 2021 tentang Penanganan Tindak Pidana Berdasarkan Keadilan Restoratif.
- Priyanto, Ahmad Fadli, & Ramli, Muh. (2026). Perlindungan hukum bagi kreditur dan debitur dalam perjanjian jaminan fidusia. *Iqtishaduna*.
- Putri, Arumdani Sekarkinanti, & Apriani, Rani. (2022). Perlindungan hukum terhadap debitur yang mengalami pengeksekusian paksa obyek jaminan fidusia oleh debt collector. *Jurnal Justitia*.
- Soekanto, Soerjono, & Mamudji, Sri. Penelitian Hukum Normatif: Suatu Tinjauan Singkat. Jakarta: Rajawali Pers.
- Undang-Undang Dasar Negara Republik Indonesia Tahun 1945.