

The Position and Responsibility of Leasing for Debt Collector Actions in Settlement Through Restorative Justice

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Abstract

This study aims to analyze the position and responsibility of leasing companies regarding debt collectors' actions in resolving cases through restorative justice mechanisms. Debt collectors' debt collection practices are often carried out through unlawful means, such as intimidation, threats, and seizure of collateral, thus giving rise to criminal law issues and violating the principle of legal protection for debtors. In the context of criminal law reform, restorative justice is viewed as an alternative case resolution that emphasizes restitution for victims' losses. However, its application must be limited to avoid obscuring the legal accountability of the parties involved. This study employed normative legal research methods with a statutory and conceptual approach. The results indicate that leasing companies cannot absolve themselves of legal responsibility for the actions of debt collectors acting in their own interests, even though debt collectors are formally positioned as third parties. In resolving cases through restorative justice, leasing companies must be positioned as the primary subject of recovery, institutionally responsible for both victims' losses and improvements to collection mechanisms. Therefore, restorative justice can only be implemented fairly if it involves active responsibility from leasing companies and remains oriented toward victim protection and substantive justice within the Indonesian criminal justice system.

Keywords: Leasing, Debt Collector, Restorative Justice, Legal Responsibility.

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2nd International Conference on Islamic Community Studies (ICICS)

Theme: History of Malay Civilisation and Islamic Human Capacity and Halal Hub in the Globalization Era

<https://proceeding.pancabudi.ac.id/index.php/ICIE/index>

Introduction

Indonesia is a state based on the rule of law, as affirmed in Article 1 paragraph (3) of the 1945 Constitution of the Republic of Indonesia. A consequence of this principle is that every action, whether undertaken by individuals, business entities, or law enforcement authorities, must be carried out in accordance with applicable laws while upholding justice and the protection of human rights. This principle also applies to civil law relationships that have the potential to give rise to criminal law implications.

The development of consumer financing activities through leasing companies has shown a significant increase in recent years. Motor vehicle financing schemes based on installment payments provide convenience for the public; however, at the same time, they generate various legal problems when debtors experience delays or defaults in payment. Such conditions often lead to disputes between creditors and debtors (Rahmayanti, 2021).

The legal relationship between leasing companies and debtors is essentially a civil relationship arising from a financing agreement. Within this relationship, the parties are bound by the principles of freedom of contract and good faith. Nevertheless, in practice, the settlement of default is not always conducted through lawful mechanisms, but rather through methods that potentially violate the law and cause harm to debtors (Ismaidar, 2022).

One of the issues frequently encountered in consumer financing practices is the use of debt collectors by leasing companies. Debt collectors often act as field-level collection agents; however, they not infrequently employ intimidative methods, threats, and forcible seizure of collateral objects. Such practices not only create legal uncertainty but also have the potential to fulfill the elements of general criminal offenses (Sahlepi, 2023).

Normatively, the execution of fiduciary collateral objects is regulated under Law Number 42 of 1999 concerning Fiduciary Security. The law stipulates that execution must be carried out in accordance with lawful procedures. Constitutional Court Decision Number 18/PUUXVII/2019 further clarifies that the repossession of fiduciary objects cannot be conducted unilaterally without agreement and the voluntary consent of the debtor.

Despite the existence of a clear legal framework, the practice of forcibly repossessing vehicles by debt collectors remains prevalent in society. This condition indicates a gap between legal norms and their implementation in practice. Such a gap potentially results in violations of the principles of legal protection and the sense of justice for debtors as the weaker party (Siregar, 2022).

In the development of modern criminal law, the restorative justice approach has emerged as an alternative mechanism for resolving criminal cases. This approach emphasizes the restoration of victims' losses, dialogue between offenders and victims, and the balance of societal interests. Normatively, restorative justice has been accommodated within law enforcement policies, particularly at the police level.

However, the application of restorative justice in cases involving debt collectors has generated debate. On one hand, restorative justice is considered capable of resolving conflicts quickly and amicably; on the other hand, it is vulnerable to misuse as a means of avoiding criminal accountability, especially when the offender possesses greater structural and economic power (Arief, 2021).

In this context, restorative justice cannot be applied absolutely to every case. This approach must be limited so as not to eliminate the unlawful nature of criminal acts and not to sacrifice victims' rights. Restorative justice must remain positioned as a recovery-oriented mechanism that aligns with the principles of substantive justice.

The issue becomes more complex when the actions of debt collectors are carried out for and on behalf of leasing companies. Although debt collectors are formally positioned as third parties, substantively their actions are directly connected to the interests of leasing companies as creditors. Therefore, clarity is required regarding the position and responsibility of leasing companies for the actions of debt collectors in every case resolution process (Ramadhani, 2023).

Cases of forcible vehicle repossession reported within the jurisdiction of the North Sumatra Regional Police in 2025 demonstrate that collection practices may escalate into criminal matters. In these cases, repossession was carried out despite the debtor's demonstrated good faith in fulfilling financing obligations. This situation underscores the importance of strict regulation and supervision of debt collection practices.

From the perspective of modern legal accountability, leasing companies cannot easily disclaim responsibility for the actions of debt collectors who act within the scope of their interests. Such accountability becomes particularly relevant when case resolution is directed through restorative justice mechanisms, which require institutional responsibility and tangible recovery for victims.

Based on the foregoing, this research is important to examine the position and responsibility of leasing companies for the actions of debt collectors in settlements through restorative justice. This study is expected to clarify the boundaries of the application of restorative justice, strengthen legal protection for debtors, and encourage more equitable consumer financing practices within the Indonesian legal system.

Research Questions

Based on the foregoing background, the research questions of this study are formulated as follows:

1. What is the legal position of leasing companies with respect to the actions of debt collectors in the settlement of cases through restorative justice mechanisms?
2. What is the legal responsibility of leasing companies for the actions of debt collectors in the settlement of cases through restorative justice mechanisms?

Research Methodology

This research employs a normative legal research method, namely research that examines law as norms or rules applicable within society. This method is chosen to analyze the position and liability of leasing companies for the actions of debt collectors in the settlement of cases through restorative justice mechanisms, with a particular emphasis on the analysis of relevant legislation and legal doctrines.

The research approaches applied include the statutory approach and the conceptual approach. The statutory approach is conducted by examining legal provisions governing consumer financing, fiduciary security, and policies on the handling of criminal offenses based on restorative justice. Meanwhile, the conceptual approach is used to understand the concepts of restorative justice, corporate legal liability, and the legal relationship between leasing companies and debt collectors from the perspective of modern criminal law.¹

The legal materials used in this research consist of primary legal materials and secondary legal materials. Primary legal materials include the 1945 Constitution of the Republic of Indonesia, the Criminal Code, Law Number 42 of 1999 concerning Fiduciary Security, Regulation of the Chief of the Indonesian National Police Number 8 of 2021 concerning the Handling of Criminal Offenses Based on Restorative Justice, as well as Constitutional Court decisions related to the execution of fiduciary security. Secondary legal materials consist of books, scientific journals, and research findings relevant to the research topic, which are used as supporting references and analytical materials, with citations provided in footnotes and the bibliography.

The collection of legal materials is conducted through library research, by tracing and examining statutory regulations, legal literature, and relevant scholarly articles published within the last five years. The analysis of legal materials is carried out qualitatively by interpreting and examining legal norms in a systematic and argumentative manner in order to address the research questions and to draw prescriptive conclusions.

Discussion

4.1 The Legal Position of Leasing Companies with Respect to the Actions of Debt Collectors in Settlements through Restorative Justice

The position of leasing companies in consumer financing relationships places them as creditors who have a legal interest in the fulfillment of debtors' obligations. Nevertheless, such a position does not confer absolute authority upon leasing companies to employ coercive measures in the debt collection process. In practice, leasing companies frequently appoint debt collectors as extensions of their authority to carry out collection activities, including the repossession of fiduciary collateral. Juridically, the actions of debt collectors cannot be regarded as independent acts; rather, they must be associated with the position of leasing companies as parties that grant authority and derive benefits from such actions.

Within the context of fiduciary security law, leasing companies possess the right to execute collateral objects only in accordance with legally prescribed procedures. Law Number 42 of 1999 concerning Fiduciary Security, as well as Constitutional Court Decision Number 18/PUU-XVII/2019, affirm that the repossession of fiduciary objects cannot be carried out unilaterally without an agreement regarding default and the voluntary consent of the debtor. Accordingly, forcible repossession by debt collectors conducted without a lawful basis cannot be justified and remains within the legal responsibility of the leasing companies.

The application of restorative justice in cases involving the actions of debt collectors must take into account the proportional position of leasing companies. Restorative justice is not merely a mechanism for reconciliation between field-level offenders and victims, but rather a settlement approach that requires the involvement of parties who hold substantive positions and influence in the occurrence of the criminal act. Therefore, in settlements through restorative justice, leasing companies cannot be positioned as neutral parties or as entities outside the process, but must instead be regarded as subjects with direct legal standing in relation to the actions of debt collectors.

The position of leasing companies in restorative justice is also closely linked to the primary objectives of this approach, namely the restoration of victims' losses and the prevention of the recurrence of similar conduct. If leasing companies are not actively involved in the restorative justice process, case settlements risk becoming merely formalistic and failing to address the root of the problem, namely the debt collection system employed by the leasing companies themselves. In this regard, restorative justice should be understood as a corrective mechanism aimed at unlawful or improper debt collection practices.

Cases of forcible vehicle repossession reported within the jurisdiction of the North Sumatra Regional Police in 2025 demonstrate that the actions of debt collectors cannot be detached from the position of leasing companies. Although the immediate actors were debt collectors, the actions were carried out in furtherance of the leasing companies' interests as creditors. Consequently, in settlements through restorative justice, leasing companies must be positioned as parties with a central legal role and responsibility in the process of restoring victims' losses.

Based on the foregoing analysis, it can be concluded that the position of leasing companies with respect to the actions of debt collectors in settlements through restorative justice is direct and inseparable. Restorative justice can only be applied fairly when leasing companies are involved as principal subjects in the settlement process, thereby ensuring that the objectives of recovery, victim protection, and substantive justice are optimally achieved.

4.2 The Legal Responsibility of Leasing Companies for the Actions of Debt Collectors in Settlements through Restorative Justice

The legal responsibility of leasing companies for the actions of debt collectors cannot be separated from the relationship of authority and interests underlying the debt collection process. Although debt collectors are often positioned as third parties, actions undertaken in the course

of collecting financing obligations essentially represent the interests of leasing companies as creditors. Accordingly, any unlawful conduct committed by debt collectors must be regarded as part of the legal responsibility of the leasing companies.

From the perspective of modern criminal law, liability is not imposed solely upon direct perpetrators, but may also be attributed to corporations when the act is committed in the interest of, under the direction of, or with the knowledge of the corporation. This principle is highly relevant in debt collector cases, as vehicle repossession and collection activities are carried out to serve the interests of leasing companies. Therefore, leasing companies bear legal responsibility for the consequences arising from the actions of debt collectors, including losses suffered by victims.

The application of restorative justice in cases involving debt collectors requires the existence of institutional responsibility on the part of leasing companies. Restorative justice cannot be interpreted merely as a settlement between victims and field-level offenders; rather, it must encompass the involvement of parties who possess structural control and responsibility. In this context, leasing companies are obligated to participate actively in the restorative justice process, particularly in restoring victims' losses and resolving conflicts in a fair and balanced manner.

Cases of forcible vehicle repossession reported within the jurisdiction of the North Sumatra Regional Police in 2025 illustrate that the actions of debt collectors may result in significant material and immaterial losses for victims. In settlements through restorative justice, the responsibility of leasing companies is not limited to providing compensation, but also includes acknowledging wrongdoing and committing to reform debt collection systems so that they comply with legal standards. Such measures are essential to prevent the recurrence of similar conduct in the future.

Regulation of the Chief of the Indonesian National Police Number 8 of 2021 emphasizes that restorative justice may only be applied when certain conditions are met and must not result in injustice to victims. Therefore, the application of restorative justice without the active involvement and responsibility of leasing companies risks obscuring legal accountability and weakening legal protection for the public. Restorative justice must be positioned as a recovery-oriented mechanism that continues to uphold the principles of substantive justice and legal certainty.

Based on the foregoing, it can be firmly stated that the legal responsibility of leasing companies for the actions of debt collectors in settlements through restorative justice is direct and inherent. Restorative justice can only be applied in a fair and legitimate manner when leasing companies assume institutional responsibility for the actions of debt collectors, restore victims' losses, and ensure that debt collection practices are conducted in accordance with applicable legal provisions.

Conclusion

1. The legal position of leasing companies in relation to the actions of debt collectors in dispute resolution through restorative justice is direct and inseparable. Although debt collectors act as field executors in the collection process, juridically their actions are carried out for and on behalf of the leasing companies as creditors. Therefore, in the application of restorative justice, leasing companies must be positioned as the primary legal subjects with a central role and must be actively involved in the dispute resolution process.
2. The legal responsibility of leasing companies for the actions of debt collectors in dispute resolution through restorative justice is institutional and inherent. Restorative justice can only be applied in a fair manner if leasing companies assume responsibility for all legal consequences arising from the actions of debt collectors, including the restoration of victims' losses and the improvement of collection mechanisms to ensure compliance with legal provisions. The application of restorative justice that disregards the

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responsibility of leasing companies has the potential to weaken legal protection for the public and contradict the principle of substantive justice within the Indonesian criminal justice system.

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