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Consumer Legal Protection Against Standard Clauses in Contemporary Peer-To-Peer Lending: An Islamic Economic Law Perspective

Abstract: The rapid expansion of peer-to-peer (P2P) lending has significantly transformed financial inclusion by providing accessible digital financing for individuals and micro-enterprises. However, this development has also intensified legal concerns about the widespread use of standard clauses that often put consumers in a weaker bargaining position, thereby increasing the risk of unfair contractual practices. This study aims to examine the effectiveness of consumer legal protection against standard clauses in contemporary P2P lending agreements and to evaluate their conformity with the principles of Islamic economic law. Employing a qualitative field research approach, the study collected primary data through in-depth interviews with P2P lending consumers, platform operators, legal practitioners, Islamic law scholars, and financial regulators, complemented by observations and document analysis of digital lending agreements and relevant regulatory frameworks. The data were analysed using thematic and normative legal analysis to identify patterns of legal protection and assess the compatibility of contractual practices with Islamic legal principles. The findings reveal that although existing financial regulations provide a formal legal framework for consumer protection, standard clauses continue to create substantive imbalances by limiting consumer rights, expanding platform discretion, and reducing contractual transparency. From the perspective of Islamic economic law, several contractual provisions are inconsistent with the principles of justice (*al-'adl*), transparency (*al-shafāfiyyah*), mutual consent (*al-riḍā*), and the prohibition of exploitation (*ẓulm*), thereby undermining the ethical foundations of Islamic commercial transactions. The study argues that effective consumer protection requires not only stronger regulatory enforcement but also the integration of

Islamic legal values into digital financial governance. This research contributes to the development of contemporary Islamic economic law by proposing a proportional consumer protection framework that harmonises positive law with Sharia principles, thereby promoting equitable, transparent, and sustainable P2P lending practices in the evolving digital financial ecosystem.

Keywords: Consumer Legal Protection; Islamic Economic Law; Peer-to-Peer Lending; Standard Clauses; Transparency.

INTRODUCTION

The rapid advancement of financial technology (FinTech) has fundamentally transformed the financial services landscape by enabling access to capital through digital platforms.¹ Among these innovations, peer-to-peer (P2P) lending has emerged as one of the fastest-growing financing models, enabling borrowers and lenders to transact without relying on conventional banks. The expansion of P2P lending has significantly improved financial inclusion, particularly for individuals and micro, small, and medium enterprises (MSMEs) that have historically experienced limited access to formal credit. In Indonesia, the accelerated adoption of digital lending was further spurred by the economic consequences of the COVID-19 pandemic, which increased demand for rapid, easily accessible financing. The widespread use of smartphones, digital payment systems, and online financial applications has strengthened P2P lending's position as an alternative financing mechanism that can reach previously underserved communities. Nevertheless, alongside these economic benefits, contemporary P2P lending has also generated increasingly complex legal challenges, particularly regarding consumer protection against unfair contractual practices embedded in digital lending agreements.

The Indonesian legal system² recognises the protection of individual rights as a constitutional guarantee. Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia affirms that every person is entitled to recognition, guarantees, legal

¹ Muhammad Nanang Choiruddin et al., "Financial Literacy, FinTech, and Contemporary Innovation in Islamic Economic Law: An Analysis of MSME Performance Sustainability in Indonesia and Malaysia," *MILRev: Metro Islamic Law Review* 4, no. 2 (August 2025): 976-1008, <https://doi.org/10.32332/milrev.v4i2.10164>.

² Nibrosu Rohid et al., "Reconstructing the Legal Enforcement Framework for Digital Activism in an Era of Technological Disruption," *Nusantara: Journal of Law Studies* 5, no. 2 (2026): 881-901, <https://doi.org/10.66325/nusantaralaw.v5i2.236>.

protection, and equal treatment before the law³. This constitutional principle extends to contractual relationships established through digital platforms, including online lending transactions. Ideally, every contractual relationship should be founded upon equality, transparency, and mutual consent between the contracting parties. However, the practical implementation of P2P lending frequently departs from these principles because platform providers generally prepare contractual terms unilaterally. Consumers are commonly presented with electronic agreements on a “take-it-or-leave-it” basis, leaving little or no opportunity to negotiate contractual provisions. Consequently, borrowers often accept legal obligations without fully understanding the implications of the standard clauses governing their rights and responsibilities.

Conceptually, P2P lending is rooted in the general principles of lending agreements recognised in civil law,⁴ in which one party provides funds, and the other undertakes to repay them under mutually agreed conditions. Unlike conventional loan agreements, however, P2P lending introduces an additional legal actor: a digital platform that intermediates transactions between lenders and borrowers. This intermediary not only facilitates financial transactions but also determines the contractual framework through standardised electronic agreements.⁵ Such institutional arrangements create a more complex legal relationship, as the platform exercises substantial control over contractual terms while often disclaiming responsibility for disputes arising between users. The asymmetrical distribution of contractual power enables providers to formulate provisions that predominantly safeguard their commercial interests while restricting the legal remedies available to consumers.

These challenges are particularly evident in the widespread use of standard clauses in electronic lending agreements. Standard clauses are intended to simplify high-volume

³ Widya Naseya Tuslian, “Equality before the Law for Women in Indonesia: An Analysis of International Law and Its Implementation at the National, Regional, and Sector Level,” *Advancing Rule of Law in a Global Context*, February 26, 2020, 219–227, <https://doi.org/10.1201/9780429449031-27>.

⁴ Dewi Nurul Musjtari, Fiska Silvia Raden Roro, and Ro’fah Setyowati, “Islamic P2P Lending As An Alternative Solution For The Unfair Conventional Platform In Indonesia,” *UUM Journal of Legal Studies* 13, no. 1 (January 2022): 21–43, <https://doi.org/10.32890/uumjls2022.13.1.2>.

⁵ Moein Elahi Nezhad, Shima Rashidian, and Consiglia Botta, “Revolutionizing Trade Finance: Leveraging the Power of Blockchain and AI in Electronic Letters of Credit,” *Uniform Law Review* 29, no. 1 (March 2024): 87–115, <https://doi.org/10.1093/ulr/unae023>.

digital transactions by promoting efficiency and legal certainty. However, efficiency should not justify contractual provisions that undermine fairness or deprive consumers of meaningful legal protection.⁶ In practice, numerous standard clauses authorise providers to unilaterally modify contractual terms, limit liability for system failures, restrict consumers' rights to challenge unfavourable decisions, or transfer significant legal risks entirely to borrowers. Such provisions create a substantial imbalance between platform operators and consumers, placing borrowers in a structurally weaker bargaining position. As digital contracts become increasingly automated through electronic acceptance mechanisms, consumers frequently consent to complex legal obligations without adequate disclosure or informed understanding of their legal consequences.

Indonesia has established several regulatory instruments governing P2P lending,⁷ particularly through regulations issued by the Financial Services Authority (Otoritas Jasa Keuangan/OJK). These regulations provide licensing requirements, operational standards, and supervisory mechanisms designed to ensure the orderly development of digital financial services. Simultaneously, Law Number 8 of 1999 concerning Consumer Protection explicitly prohibits unfair standard clauses,⁸ particularly those that are unclear, difficult to understand, or disproportionately disadvantage consumers. Nevertheless, a significant normative inconsistency remains between these regulatory frameworks. While consumer protection legislation declares standard clauses unlawful and null and void, sector-specific financial regulations primarily emphasise administrative sanctions against providers, without expressly establishing effective civil remedies for consumers who suffer losses. Consequently, legal enforcement often prioritises regulatory compliance over restoring consumer rights, creating uncertainty about the practical effectiveness of existing legal protections in contemporary P2P lending transactions.

⁶ Naeem AllahRakha et al., "Data Protection Conflicts and Procedural Fairness in Cross-Border Digital Dispute Resolution," *Journal of Sustainable Development and Regulatory Issues (JSDERI)* 4, no. 1 (March 2026): 247–277, <https://doi.org/10.53955/jsderi.v4i1.162>.

⁷ Lis Yulitasari, Tulus Suryanto, and Syamsul Hilal, *Regulatory and Legal Challenges of Sharia Peer-To-Peer Lending in Indonesia | Al Fiddhoh: Journal of Banking, Insurance, and Finance*, March 26, 2024, <https://ejournal.iainkerinci.ac.id/index.php/al-fiddoh/article/view/3499>.

⁸ Josef Purwadi Setiodjati, Anggo Doyoharjo, and Dora Kusumastuti, "Unfair Contract Terms in the Perspective of Civil Law and Consumer Protection in Indonesia," *Hukum Inovatif: Jurnal Ilmu Hukum Sosial Dan Humaniora* 3, no. 2 (April 2026): 138–148, <https://doi.org/10.62383/humif.v3i2.3046>.

The inadequacy of existing legal protection is illustrated by several disputes arising from contemporary P2P lending practices in Indonesia. One representative case involved a borrower using the Indodana platform in November 2022. The borrower initially applied for a loan of IDR 10,000,000 with a repayment period of 9 months. However, the platform unilaterally altered the loan scheme, approving only IDR 8,000,000 with a six-month repayment period, resulting in significantly higher monthly instalments.⁹ When the borrower requested that the agreement be restored to the originally proposed financing scheme, the request was rejected under a standard clause in the electronic terms and conditions. The clause authorised the platform to modify contractual provisions without prior notification and excluded liability for losses incurred by users.

Furthermore, the borrower was denied the opportunity to cancel the transaction after the revised contract had been electronically accepted.¹⁰ This case demonstrates how standard clauses can substantially reduce consumer autonomy while reinforcing platform providers' dominant contractual position. More importantly, it reveals that formal compliance with digital contracting procedures does not necessarily guarantee substantive justice or effective consumer protection.

From the perspective of Islamic economic law,¹¹ contractual justice extends beyond mere legal validity. Islamic commercial transactions are fundamentally guided by ethical principles that emphasise fairness (*al-'adl*), transparency (*al-shafāfiyyah*), mutual consent (*al-riḍā*), legal certainty, and the prohibition of exploitation (*ẓulm*) and excessive uncertainty (*gharar*). These principles require that contractual obligations be established through informed agreement and that the rights and responsibilities of the contracting parties be balanced. Standard clauses that authorise unilateral amendments, limit accountability, or obscure essential contractual information are inconsistent with these normative foundations because they undermine genuine consent and distort the equilibrium

⁹ I. Wayan Gede Purnayasa Wijaya, I. Nyoman Putu Budiarta, and I. Made Aditya Mantara Putra, "Settlement of Online Loan Agreement Disputes in the Event of the Debtor Dies," *Journal Equity of Law and Governance* 3, no. 1 (March 2023): 46–51, <https://doi.org/10.22225/elg.3.1.6611.46-51>.

¹⁰ Wijaya, Budiarta, and Putra.

¹¹ Andri Winjaya Laksana et al., "Rehabilitative Sentencing for Narcotics Addicts within the Framework of National Law and Maqasid Syari'ah," *El-Mashlahah* 16, no. 1 (May 2026): 1–22, <https://doi.org/10.23971/el-mashlahah.v15i2.10409>.

intended by Islamic commercial jurisprudence. Consequently, evaluating consumer protection solely through positive law provides an incomplete understanding of contractual fairness within the rapidly evolving digital financial ecosystem. Integrating Islamic economic law into the analysis enables a broader normative assessment that considers both legal compliance and ethical legitimacy.

Although consumer protection in P2P lending has attracted increasing scholarly attention, important gaps remain in the existing literature. The first study, conducted by Putri,¹² concludes that standard clauses in digital credit agreements frequently disadvantage consumers and recommends strengthening regulatory supervision to improve legal protection. While the study successfully identifies a contractual imbalance, its analysis is primarily descriptive and focuses on statutory compliance, without developing a comprehensive framework for evaluating the proportionality between the rights and obligations of contracting parties. As a result, it provides limited guidance for reconstructing contractual arrangements that can balance efficiency and consumer justice in digital financial transactions.

The second study, undertaken by Hatta,¹³ examines the legal relationship between P2P lending platforms and lenders through the framework of standard agreements. The research demonstrates that platform operators occupy a dominant contractual position because responsibility for various legal risks is transferred to users through standardised contractual provisions. Nevertheless, the study predominantly focuses on the legal relationship between organisers and lenders, giving comparatively less attention to borrowers as consumers whose bargaining position is often considerably weaker. Moreover, the analysis remains confined to positive law and does not examine the ethical implications of standard clauses from an Islamic economic law perspective.

¹² Hera Ananda Putri, Septiana Dwi Kharismawati, and Rina Arum Prastyanti, "Legal Aspects of Electronic Commerce Agreements (E-Commerce) from the Perspective of Consumer Protection," *ICoBITS* 1 (2025): 902-908, <https://doi.org/10.32664/icobits.v1.94>.

¹³ M. Hatta, Anthon F. Susanto, and Udin Narsudin, "P2P Lending: Legal Framework for Electronic Contracts," *International Journal of Latin Notary* 5, no. 2 (July 2025): 25-30, <https://doi.org/10.61968/journal.v5i2.103>.

A third stream of research on digital financial regulation generally emphasises regulatory compliance, licensing mechanisms, financial inclusion, and technological innovation within the FinTech industry.¹⁴ These studies acknowledge the importance of consumer protection but often approach the issue from an administrative or regulatory perspective rather than examining the substantive fairness of contractual clauses themselves. Consequently, they rarely investigate how constitutional guarantees, consumer protection law, financial regulations, and Islamic legal principles may be integrated into a coherent framework for assessing contractual justice in P2P lending agreements.

Based on these previous studies, the present research identifies a significant research gap. Existing scholarship has extensively discussed the dominance of digital lending platforms and consumer vulnerability, but has not systematically formulated a proportional legal protection model capable of reconciling contractual freedom, regulatory effectiveness, and Islamic legal ethics. Previous studies also tend to analyse these issues separately through either positive law or financial regulation, without integrating constitutional principles, consumer protection legislation, sector-specific financial regulations, and Islamic economic law into a unified analytical framework.¹⁵ Consequently, there remains limited scholarly understanding regarding how standard clauses should be reconstructed to ensure both legal certainty and substantive justice within contemporary digital lending practices.

Accordingly, the novelty of this study lies in three principal contributions. First, it develops a proportional legal protection framework for evaluating standard clauses in contemporary P2P lending agreements by integrating constitutional guarantees, consumer protection law, financial regulatory policy, and Islamic economic law. Second, unlike previous studies that primarily identify legal weaknesses, this research formulates a normative reconstruction of standard contractual provisions based on the Islamic

¹⁴ Victor Ediagbonya and Comfort Tioluwani, "The Role of Fintech in Driving Financial Inclusion in Developing and Emerging Markets: Issues, Challenges and Prospects," *Technological Sustainability* 2, no. 1 (July 2022): 100–119, <https://doi.org/10.1108/TECHS-10-2021-0017>.

¹⁵ Raid Hasan Mohammed Bani Issa and Upi Komariah, "BRIDGING THE GAP BETWEEN ISLAMIC LAW AND ECONOMIC EMPOWERMENT: A MULTIFACETED ANALYSIS," *International Journal of Nuh: Law, Policy, and Human Behavior* 1, no. 1 (June 2024): 17–31, <https://doi.org/10.63005/y9g0j416>.

principles of justice (*al-'adl*), transparency (*al-shafāfiyyah*), mutual consent (*al-riḍā*), and the prohibition of exploitation (*ẓulm*). Third, the study proposes a balanced model of consumer protection that not only strengthens regulatory supervision by the Financial Services Authority but also promotes substantive contractual fairness by harmonising positive law with Sharia principles. This integrated perspective provides a more comprehensive approach to addressing legal disputes in contemporary digital financial services.

Based on these considerations, this study addresses the following research question: How can consumer legal protection against standard clauses in contemporary peer-to-peer lending agreements be reconstructed through the principles of Islamic economic law to achieve proportional contractual justice? Answering this question is expected to contribute both theoretically and practically. Theoretically, the research enriches the development of contemporary Islamic economic law by integrating Sharia principles with consumer protection theory and digital financial regulation. In practice, the findings provide recommendations for legislators, financial regulators, digital platform providers, and legal practitioners on designing contractual standards that better safeguard consumer rights while maintaining legal certainty, business sustainability, and public trust in Indonesia's rapidly expanding digital financial ecosystem.

METHOD

This study employed a qualitative field research¹⁶ design to examine consumer legal protection against standard clauses in contemporary peer-to-peer (P2P) lending agreements from an Islamic economic law perspective.¹⁷ The research was conducted in several regions of Indonesia, involving stakeholders directly engaged in digital lending practices. Primary data were collected through semi-structured, in-depth interviews with borrowers who had experience using P2P lending platforms, representatives of licensed P2P lending providers, officials from the Financial Services Authority (Otoritas Jasa Keuangan/OJK), legal practitioners specialising in consumer and financial law, and scholars of Islamic economic

¹⁶ Yonjoo Cho Jessica Nina Lester Chad R. Lochmiller, "Learning to Do Qualitative Data Analysis: A Starting Point," *Human Resource Development Review* 19, no. 1 (March 2020): 94-106.

¹⁷ Anis Mashdurohatun, "Reconstruction of the Implementation of Regional Head Elections Based on the Value of Justice," *International Journal of Business, Economics and Law* 28, no. 1 (2022): 120-132.

law. To strengthen the empirical findings, the interview data were complemented by non-participant observations of digital lending procedures and document analysis of electronic loan agreements, platform terms and conditions, relevant legislation, OJK regulations, judicial decisions, and consumer protection policies. The combination of multiple data sources enabled a comprehensive understanding of both the legal framework and its implementation in contemporary digital financial transactions.

The collected data were analysed using an interactive qualitative analysis model comprising data condensation, data display,¹⁸ and conclusion drawing, through continuous comparison between empirical findings and normative legal principles. The analysis integrated positive law governing consumer protection and financial services with the fundamental principles of Islamic economic law,¹⁹ including justice (*al-'adl*), transparency (*al-shafāfiyyah*), mutual consent (*al-riḍā*), and the prohibition of exploitation (*ẓulm*) and excessive uncertainty (*gharar*). To ensure the trustworthiness of the findings, the study employed data triangulation by comparing information obtained from different participant groups, methodological triangulation through interviews, observations, and document analysis, and source triangulation across legal documents and empirical evidence. In addition, member checking was conducted by confirming interview interpretations with selected participants, while peer debriefing with experts in consumer law and Islamic economic law was undertaken to enhance analytical credibility, consistency, and confirmability. These validation procedures ensured that the findings accurately reflected contemporary P2P lending practices while providing a reliable basis for reconstructing a proportional consumer legal protection framework grounded in both positive law and Islamic economic law.²⁰

¹⁸ Yanmei Li and Sumei Zhang, "Qualitative Data Analysis," in *Applied Research Methods in Urban and Regional Planning*, ed. Yanmei Li and Sumei Zhang (Cham: Springer International Publishing, 2022), 149–165, https://doi.org/10.1007/978-3-030-93574-0_8.

¹⁹ Loso Judijanto, "Implementation of Zakat Law in Empowering the Islamic Community's Economy in Indonesia," *The Easta Journal Law and Human Rights* 2, no. 03 (June 2024): 136–146, <https://doi.org/10.58812/eslhr.v2i03.281>.

²⁰ Andri Winjaya et al., "The Legal Position of Islamic Boarding School (Pesantren) As A Rehabilitation Effort For Narcotics Abuse," *International Journal of Law Reconstruction* 5, no. 2 (October 2021): 317–327, <https://doi.org/10.26532/IJLR.V5I2.17756>.

RESULTS AND DISCUSSION

Standard Clauses in Peer-to-Peer Lending Agreements Tend to Place Consumers in a Weak Legal Position

P2P Lending fintech services in Indonesia have become one of the main alternatives in meeting the financing needs of the community, especially for those who are underserved by conventional banking. By relying on digital technology, P2P Lending makes it easier for borrowers and lenders to connect without going through bank intermediaries, so the process is faster, and the requirements are lighter.²¹ There are three legal subjects in P2P lending services: the lender, the borrower, and the P2P lending organiser. The legal status of the borrower, under Article 1, paragraph 2, of the UUPK, is that of a consumer. Meanwhile, the legal position of P2P Lending organisers under Article 1, number 3, of the UUPK is that of business actors.²² Consumers, as parties requiring goods and/or services, will conduct transactions under a specific agreement with business actors who produce goods or services. Therefore, the legal relationship underlying P2P lending service providers' relationships with lenders is contractual.²³

Online lending agreements reflect the evolving principle of freedom of contract, coupled with the use of digital technology. P2P lending providers generally draft agreements using standard clauses. The use of these standard clauses is not unlimited but is subject to applicable laws and regulations. Law Number 8 of 1999 concerning Consumer Protection, specifically Article 18, stipulates that standard clauses in electronic contracts must be drafted reasonably and not disadvantage consumers. Therefore, the use of standard clauses in online loan agreements must reflect a fair agreement and not conflict with applicable law.

The practice of standard clauses in contract implementation is generally "take it or leave it" in nature. This raises questions about the validity of the agreement, namely whether the borrower's consent is based on adequate information or driven by a need for

²¹ Rohid et al., "Reconstructing the Legal Enforcement Framework for Digital Activism in an Era of Technological Disruption."

²² Sofa Laela, *Perlindungan Hukum Bagi Pelaku Usaha Penyelenggara Fintech Peer To Peer Lending*, *Iblam Law Review*, Vol. 2, No. 2, 2022, page. 220-236.

²³ Ratna Hartanto dan Juliyani Purnama Ramli, *Hubungan Hukum Para Pihak dalam Peer to Peer Lending*, *Jurnal Hukum Ius Quia Iustum*, Vol. 25, No. 2, 2018, page. 320-338.

money or a desire for a return.²⁴ If the latter motive is dominant, then the existence of a platform that reduces its responsibility has the potential to conflict with the objective requirements and the principle of balance established in consumer protection regulations.²⁵

Standard clauses in agreements are considered valid and commonly used in practice, but they raise issues regarding the balance of power between the parties. In this case, a debate arises between the validity of standard clauses and the fundamental principle of contract law: the freedom of contract. On the one hand, business actors have the freedom to determine the content and terms of the agreement, while, on the other hand, consumers are often denied the opportunity to negotiate and are forced to accept or reject the established terms. This means that everyone is free to enter into agreements with anyone, with any content and terms, as long as the agreement is legally made, entered into in good faith, and does not conflict with public order or moral norms. This freedom reflects the basic human rights and free will of every individual.²⁶

The principle of freedom of contract embodies free will and human rights, providing each person with the space to determine the legal relationship they desire. Article 1338 paragraph (1) of the Civil Code confirms that every agreement made legally applies as law for the parties who bind themselves to it, so that the parties, in principle, have the freedom to make agreements, choose contractual partners, and determine the content and form of the agreement according to their wishes.²⁷ However, this freedom is not absolute because it is limited by legal provisions that prohibit agreements that are contrary to law, morality, and public order. This limitation is in line with Article 1339 of the Civil Code,

²⁴ Azwar Fariz Aldaufa dan Muhammad Ainun Naza, Integrasi Keadilan Kontraktual dan Perlindungan Data Pribadi Dalam Perjanjian Perjanjian Fintech Peer to Peer Lending, *El-Dusturie: Jurnal Hukum dan Perundang-Undangan*, Vol. 4, No. 2, 2025, page. 194-210

²⁵ Mahmood Alaloosh, Ali Shaker Mahmood, and Sabir Hussien Eliwy, "Securing Digital Trade: A Techno-Legal Analysis of E-Commerce Safeguards in Iraq's Regulation No. 4/2025," *Nusantara: Journal of Law Studies* 5, no. 1 (February 2026): 44-60, <https://doi.org/10.5281/zenodo.18452737>.

²⁶ Ahmad Wildan, Gian Muzakir Hayat, Muhammad Rayhan Fasya Akbar, dan Theodore Daniel. Analisis Peran Klausula Baku Perjanjian Kredit Pinjaman Online Dalam Menangkal Penyalahgunaan Dana oleh Debitur: Studi Yuridis Terhadap Kasus Penggunaan Dana Kredit Untuk Judi Online, *Media Hukum Indonesia (MHI)*, Vol. 3, No. 3, 2025, page 351-358

²⁷ Nabilah Luthfiyah Chusnida, Analisis Prinsip Kebebasan Berkontrak dalam Pengembangan Penerapan Kontrak Baku. *Jurnal Hukum Lex Generalis*, Vol. 6, No. 4, 2025, page. 1-23

which states that an agreement is not only binding on matters expressly agreed upon, but also on provisions that, by the nature of the agreement, must be fulfilled based on propriety, custom, and statutory regulations, so that the principle of freedom of contract must always be implemented within the framework of justice and propriety.²⁸

In practice, most P2P Lending providers registered and supervised by the OJK generally include a disclaimer clause on the platforms they manage.²⁹ In principle, this clause states that the provider is not responsible for any losses arising from disruptions to the information technology system, errors in the credit assessment algorithm, or defaults by the borrower.³⁰ This clause is intended to explain the risks inherent in technology-based lending activities. However, this arrangement could eliminate service providers' legal liability, including in cases where losses arise from internal negligence or weak creditworthiness screening.

The case of the unilateral change in the loan scheme experienced by debtor "Y" on the Indodana platform reinforces the thesis that standard clauses in P2P lending agreements tend to place borrowers in a weak legal position. Standard clauses that grant providers greater authority to change loan terms without consent and without responsibility for user losses reflect the unilateral will of the business actor. This practice violates Article 18 of the Consumer Protection Law, which prohibits clauses that shift business actors' responsibilities and harm consumers. It also contradicts Articles 1338 and 1339 of the Civil Code, which emphasise good faith, propriety, and balance as the basis for the implementation of agreements.

In fact, there are no laws or regulations prohibiting the use of standard agreements in business transactions. In the business world, standard agreements are essential, especially

²⁸ Siti Nur Azizah Ma'ruf Amin, *Buku Ajar Hukum Perjanjian*. Deepublish, Yogyakarta, 2023, page. 64

²⁹ Siti Nur Khadijah, Sunarmi Sunarmi, dan M. Citra Ramadhan, *Perlindungan Hukum Terhadap Pemberi Pinjaman Dalam Sistem Fintech Peer to Peer Lending (Studi Pada Otoritas Jasa Keuangan Kantor Regional 5 Sumatera Bagian Utara)*, *Journal of Education, Humaniora and Social Sciences (JEHSS)*, Vol. 5, No. 3, 2023, page. 1996-2011

³⁰ Ismawati and Suud Sarim Karimullah, "Consumer Protection in the Digital Era: An Analysis of Consumer Protection in E-Commerce," *Nusantara: Journal of Law Studies* 3, no. 02 (December 2024): 68-80, <https://doi.org/10.5281/zenodo.17376951>.

in legal relationships between business actors and consumers.³¹ Because business actors selling products and/or services require fast, effective, and efficient transactions, the economic principle takes priority.³² However, many consumers still have a limited understanding of their legal rights, often unaware of the existence of standard clauses that can be detrimental. This is evident in the habit of many consumers who immediately accept the terms and conditions in online loan applications by clicking the “agree” button without carefully reading and understanding them. Although regulations require providers to draft clear and transparent agreements, consumers’ lack of understanding of contract terms prevents them from fully realising the legal protection they are entitled to.³³

According to the author, from a legal perspective, the main weakness of P2P Lending regulations lies in the absence of clear rules on the legal consequences of standard clauses that are detrimental to borrowers, so that the sanctions imposed are only administrative. From a legal structure perspective, the role of the Financial Services Authority (OJK) as a regulator and supervisor is not fully optimal, as it lacks oversight and law enforcement tools to specifically regulate the limits of the organiser’s responsibility for standard clauses and the practice of transferring risk to consumers. Meanwhile, from a legal culture perspective, the still-low level of legal literacy and public understanding of digital agreements and standard clauses leads borrowers to accept the terms of the agreement without understanding the legal consequences.

Proportional Balance of Legal Protection for Consumers Against Standard Clauses in Peer-to-Peer Lending Service Agreements

An agreement has several aspects: the actions of the parties, the content of the agreement, and its implementation. These three interrelated aspects of the agreement can

³¹ Ibrahim Ali Hammadi et al., “Compensation for Loss of Opportunity in Electronic Transactions: A Comparative Analytical Study in Light of Contemporary Digital Developments,” *Nusantara: Journal of Law Studies* 5, no. 2 (July 2026): 966-991, <https://doi.org/10.66325/nusantaralaw.v5i2.324>.

³² Rifto Sunanto, Cicilia Julyani Tondy, dan Irhamsah Irhamsah. Perlindungan Hukum Terhadap Pelanggan Terkait Penerapan Perjanjian Baku Sektor Pelayanan Publik. *Sentri: Jurnal Riset Ilmiah*, Vol. 3, No. 3, 2024, page. 1200-1207.

³³ Sumirahayu Sulaiman, et. al., Analisis Hukum Perdata Terhadap Klausula Baku Dalam Kontrak Jasa Pinjaman Online (Fintech Lending). *Jurnal Kolaboratif Sains*, Vol. 8, No. 9, 2025, page. 5874-5881.

serve as test cases for the effectiveness of the principle of balance.³⁴ Mariam Darus Badruzaman also expressed a similar view, stating that an agreement has several aspects: the actions of the parties, the content of the agreement, and its implementation as agreed upon by the parties. These three interrelated aspects of the agreement can be presented as criteria for balance, but they can also serve as criteria for imbalance if the balance requirements are not met.³⁵

The principle of proportionality plays a central role in establishing a legal balance between lenders and borrowers. The application of the proportionality principle, which prioritises the interests of the parties, will support the creation of fair agreements and prevent unilateral domination through standard clauses. Therefore, this principle is a crucial foundation for realising contractual justice and balanced legal protection for all parties in P2P lending practices. When linked to Aristotle's theory of justice, "justice consists in treating equals equally and unequals unequally, in proportion to their inequality," justice in contracts is understood as the balanced treatment of parties according to their conditions and positions. Equal parties are treated equally, while parties in different positions are treated differently, fairly and proportionally.³⁶ This concept emphasises that fairness is not always synonymous with absolute equality; rather, it lies in the contract's ability to accommodate these differences without creating an imbalance detrimental to either party. An agreement can be said to meet the principle of proportionality if there is a balanced exchange of rights and obligations.

From a comparative legal perspective, Japan, through its Consumer Contract Act, regulates standard clauses that exempt or limit business actors' responsibilities, contain excessive penalties, and unilaterally harm consumers' interests as void.³⁷ It also provides a

³⁴ Rizki Noviyanti, Mada Apriandi Zuhira, dan Arman Lany, Penerapan Asas Keseimbangan Dalam Praktik Pelaksanaan Akta Jaminan Fidusia, *Repertorium: Jurnal Ilmu Hukum Kenotariatan*, Vol. 11, No. 2, 2022, page. 114-126

³⁵ Aryo Dwi Prasnowo dan Siti Malikhatun Badriyah. Implementasi Asas Keseimbangan Bagi Para Pihak dalam Perjanjian Baku. *Jurnal Magister Hukum Udayana*, Vol. 8, No. 1, 2019, page. 61-75.

³⁶ Niniek Lannyati, Sarwono Harjomulyadi, dan Taufiq, Penerapan Prinsip Kesetaraan Bagi Para Pihak Dalam Kontrak Baku, *Jurnal Konstruksia*, Vol. 16, No. 2, 2025, page. 53-63

³⁷ Hatsuru Morita, Regulation of Crowdfunding and P2P Lending in Japan. *Law and Practice of Crowdfunding and Peer-to-Peer Lending in Australia, China and Japan. Singapore: Springer Nature Singapore*, 2022. page. 189-216.

mechanism to stop the use of unfair clauses without waiting for a dispute through Qualified Consumer Organisations, better known as Tokutei Tekikaku Shōhisha Dantai. Furthermore, the New Measures for Administrative Supervision and Administration of Contracts regulations in force in China also give the Administration for Market Regulation (AMR) the authority to prevent, regulate, and impose sanctions on the use of unfair standard clauses.³⁸

Chinese and Japanese regulations are considered to provide better legal protection for parties compared to Indonesian regulations.³⁹ Article 18 of Law Number 8 of 1999 concerning Consumer Protection prohibits standard clauses that are detrimental to consumers and declares them null and void. Furthermore, Financial Services Authority Regulation Number 10/POJK.05/2022 mandates transparency in P2P Lending agreements. However, no regulation explicitly authorises the Financial Services Authority to enforce regulations and impose administrative sanctions or fines for standard clauses that are detrimental to a party.

The ideal law, as a system that applies equally to all citizens,⁴⁰ demands fair legal protection in every legal relationship. The concept of proportional balance is instrumental in realising this legal ideal, as it places loan providers and borrowers on equal footing. By applying the principle of proportionality, the law can provide protection and ensure justice for all levels of society in P2P Lending practices.

According to the author, to provide legal protection for consumers, Indonesian law can adopt regulations governing standard clauses in Japan and China. Indonesia can strengthen its legal structure by granting the Financial Services Authority (OJK) the authority to enforce regulations and impose sanctions. To strengthen the law, the Financial

³⁸ Falk Lichtenstein, New Rules for Standard Clauses in Consumer Contracts: China's Contract Administration Regulations Have Taken Effect, <https://cms.law/en/chn/publication/new-rules-for-standard-clauses-in-consumer-contracts-china-s-contract-administration-regulations-have-taken-effect> accessed 10 November 2025

³⁹ James Erlank et al., "China's Strategic Resource Diplomacy in South Africa's Mining Sector: Economic Statecraft, Global Value Chains, and the Politics of Mineral Dependency," *Al-Biruni Journal of Humanities and Social Sciences*, June 28, 2026, 1, <https://doi.org/10.64440/BIRUNI/BIR0027>.

⁴⁰ Ariawan Ariawan, Gulyamov Said Saidaxrarovich, and Naeem Allahrakha, "Reform of Peer-to-Peer Lending Consumer Protection Legislation and Dispute Resolution," *Contrarius* 1, no. 2 (June 2025): 130–150, <https://doi.org/10.53955/contrarius.v1i2.211>.

Services Authority (OJK) is authorised to impose fines for standard clauses that harm a party. Fines are expected to have a more deterrent effect than administrative sanctions. To strengthen public understanding of standard clauses, the government must intensify structured and ongoing legal education.

The increased authority given to the OJK essentially implements the principle of proportionality in legal protection, as it places greater responsibility on P2P lending providers, as the party with the more dominant position. The principle of proportionality requires that sanctions and responsibilities be adjusted to the level of dominance and potential losses incurred. Therefore, fines are not intended as mere punishment, but rather as an instrument to balance the rights and obligations of the parties. The novelty of this research is the formulation of a proportionality-based legal protection model for standard clauses in P2P lending agreements, which simultaneously integrates analysis of substance, structure, and legal culture. This research not only addresses the weak position of consumers due to the use of standard clauses, but also specifically proposes strengthening the authority of the Financial Services Authority (OJK) to enforce regulations and impose fines for standard clauses that are detrimental.

Reconstructing Consumer Legal Protection Against Standard Clauses in Contemporary Peer-to-Peer Lending Agreements Through the Principles of Islamic Economic Law

The rapid expansion of peer-to-peer (P2P) lending has reshaped the architecture of financial services by introducing a technology-driven financing model that offers speed, accessibility, and efficiency.⁴¹ Through digital platforms, borrowers can obtain financing without lengthy banking procedures, while investors can access alternative investment opportunities. This innovation has significantly contributed to financial inclusion, particularly for individuals and micro, small, and medium enterprises (MSMEs) that have traditionally experienced limited access to formal credit institutions. Despite these economic benefits, the digitalisation of lending has also transformed the nature of

⁴¹ Eun Young Oh and Peter Rosenkranz, "Determinants of Peer-to-Peer Lending Expansion: The Roles of Financial Development and Financial Literacy," *The Journal of FinTech* 02, no. 01n02 (September 2022): 2250001, <https://doi.org/10.1142/S2705109922500018>.

contractual relationships.⁴² Traditional negotiations between contracting parties have largely been replaced by automated electronic agreements containing standard clauses drafted exclusively by platform providers. Consequently, the principle of contractual freedom, which theoretically assumes equality between parties, increasingly becomes a legal fiction rather than a practical reality within contemporary digital finance.⁴³

Standard clauses are not inherently inconsistent with contract law. In modern commercial transactions, standardised contracts are indispensable because they promote efficiency, reduce transaction costs, and enable digital platforms to serve millions of users simultaneously. However, contractual efficiency cannot justify substantive injustice. The principal legal issue emerges when standard clauses excessively favour one contracting party while restricting the rights of the other. In P2P lending agreements, consumers generally have no meaningful opportunity to negotiate contractual terms, as acceptance of the agreement is a mandatory prerequisite for accessing financing. The digital “click-wrap” mechanism reduces consent to a procedural formality, in which borrowers merely click the “agree” button without reading or fully understanding lengthy contractual provisions. Consequently, formal consent does not necessarily reflect genuine agreement or informed intention.

This contractual imbalance demonstrates a significant disparity in bargaining power between platform providers and consumers. Platform operators possess superior legal expertise, technological resources, financial capacity, and control over information, whereas borrowers typically seek immediate financial assistance in urgent economic circumstances. Such asymmetrical conditions encourage the emergence of contracts that allocate risks disproportionately to consumers. Various standard clauses authorise providers to modify interest rates, repayment schedules, administrative fees, or dispute resolution mechanisms without meaningful consumer participation. Other provisions limit

⁴² Zeyad Tareq Al-Rawe et al., “Geographical Indications and Trademark Conflicts: A Comparative Study of Legal Protection and Judicial Enforcement,” *Nusantara: Journal of Law Studies* 5, no. 2 (July 2026): 1017–1041, <https://doi.org/10.66325/nusantaralaw.v5i2.319>.

⁴³ Lucia Xiaoyan Liu, Stewart Clegg, and Julien Pollack, “The Effect of Public–Private Partnerships on Innovation in Infrastructure Delivery,” *Project Management Journal* 55, no. 1 (February 2024): 31–49, <https://doi.org/10.1177/87569728231189989>.

the provider's liability for system failures, unauthorised transactions, or inaccuracies in digital information. These contractual arrangements substantially weaken consumers' legal position by transferring commercial risks from the provider to the borrower while simultaneously restricting available legal remedies.

From the perspective of Indonesian positive law, these contractual practices raise serious concerns regarding consumer protection. Article 28D paragraph (1) of the 1945 Constitution guarantees every citizen the right to legal certainty, equal treatment before the law, and legal protection. These constitutional guarantees establish that contractual relationships should operate within a framework of fairness rather than domination. Likewise, Law Number 8 of 1999 concerning Consumer Protection explicitly prohibits standard clauses that eliminate consumer rights,⁴⁴ unreasonably transfer liability, or contain provisions that are unclear and difficult to understand. The legislative objective is to prevent business actors from exploiting consumers through contractual arrangements that undermine substantive justice. Nevertheless, despite these legal safeguards, digital lending agreements continue to incorporate provisions that effectively diminish consumer autonomy.

The persistence of unfair standard clauses partly stems from Indonesia's fragmented regulatory framework governing digital financial services.⁴⁵ Financial Services Authority (OJK) regulations emphasise licensing requirements, institutional governance, risk management, and administrative compliance. While these regulations encourage transparency and responsible business conduct, they provide comparatively limited mechanisms for addressing the substantive fairness of contractual provisions. Administrative sanctions imposed upon providers primarily function as regulatory enforcement tools rather than effective instruments for restoring consumer rights after contractual harm has occurred. Consequently, borrowers who suffer financial losses due to

⁴⁴ Rizaldy Alpriansyah, Irfan Alkhotiri, and Harsing, "Enhancing Community Legal Literacy As An Effort To Overcome The Weaknesses Of The Consumer Protection System In Goods Purchase Transactions," *Al Musa'adah : Journal of Community Service STAI Minhajul Haq* 1, no. 1 (February 2026): 1-10, <https://doi.org/10.66891/4r7z1x04>.

⁴⁵ Yatini, Kandi Kirana Larasati, and Aliah Hana binti Yaakub, "Challenges and Legal Strategies of Indonesia in Global Trade Agreements in the Era of Fragmentation," *LIBERATICA* 1, no. 1 (May 2025): 12-22.

unfair contractual clauses often face considerable obstacles in obtaining meaningful legal remedies.

This regulatory fragmentation illustrates that legal certainty alone is insufficient to achieve contractual justice. A contract may formally satisfy statutory requirements while simultaneously producing substantively inequitable outcomes. Such conditions demonstrate the limitations of a purely positivistic approach that evaluates legality solely on procedural compliance. Contemporary digital financial transactions require a broader understanding of legal protection that integrates procedural legality with ethical accountability, proportionality, and distributive justice. Without such integration, the law risks legitimising contractual practices that are formally valid but materially unfair.

Another important issue concerns the informational asymmetry embedded within digital contracting.⁴⁶ Consumers frequently encounter lengthy electronic agreements written in highly technical legal language that exceeds their practical understanding. Although digital platforms technically disclose contractual terms, disclosure alone does not guarantee comprehension. Consumers generally prioritise obtaining immediate financing rather than scrutinising every contractual provision. This behavioural pattern enables platform providers to incorporate complex limitation-of-liability clauses, unilateral modification provisions, and dispute resolution mechanisms that would likely receive greater scrutiny under individually negotiated contracts. Therefore, transparency should not merely signify the availability of contractual information but also its accessibility, clarity, and practical comprehensibility.

The imbalance created by standard clauses also has broader implications for public confidence in digital financial innovation. Sustainable financial inclusion depends not only on technological advancement but equally on institutional legitimacy. When consumers perceive that contractual arrangements overwhelmingly favour platform providers, trust in digital finance gradually erodes. This declining trust may discourage responsible borrowing, increase regulatory disputes, and ultimately undermine the long-term sustainability of the

⁴⁶ Jay Daniel et al., "From Information Asymmetry to Transparency: Blockchain-Enabled Digital Transformation in Manufacturing Supply Chains," *Supply Chain Management: An International Journal* 31, no. 2 (January 2026): 275-296, <https://doi.org/10.1108/SCM-09-2025-0903>.

FinTech ecosystem itself. Accordingly, consumer protection should not be regarded as an obstacle to innovation but rather as a prerequisite for sustainable digital financial development.

These observations indicate that the central problem is not the existence of standard clauses themselves but the absence of proportional contractual safeguards capable of balancing efficiency with justice. The current legal framework primarily regulates procedural requirements while paying insufficient attention to substantive contractual equality. Consequently, reconstructing consumer legal protection requires moving beyond formal legality toward a normative framework that evaluates contractual provisions in light of broader principles of justice, proportionality, transparency, and accountability. Such reconstruction becomes particularly important within the context of Islamic economic law, whose ethical foundations provide a comprehensive normative framework for balancing contractual freedom with social justice. The following discussion therefore examines how the principles of Islamic economic law can serve as the foundation for reconstructing proportional legal protection against unfair standard clauses in contemporary P2P lending agreements.

The limitations of the existing legal framework indicate that strengthening consumer protection cannot rely solely on additional statutory provisions or stricter administrative sanctions. Although regulatory reform remains necessary, contemporary digital financial transactions require a more comprehensive normative framework capable of balancing technological innovation, contractual freedom, and substantive justice. In this regard, Islamic economic law offers an ethical-legal paradigm that extends beyond formal legality by emphasising justice, transparency, mutual responsibility, and public welfare. Rather than viewing contracts merely as instruments for allocating legal rights and obligations, Islamic jurisprudence considers contractual relationships to be moral commitments that must preserve human dignity and prevent exploitation. Consequently, the reconstruction of consumer legal protection in P2P lending should not only ensure regulatory compliance but also embody the ethical objectives (*maqāṣid al-sharī'ah*) underlying commercial transactions.

The first principle underpinning this reconstruction is justice (*al'adl*), which constitutes one of the most fundamental objectives of Islamic law. Justice in commercial transactions requires proportionality between contractual rights and obligations, ensuring that no party acquires excessive benefits by imposing disproportionate burdens upon another. In contemporary P2P lending agreements, many standard clauses disproportionately allocate legal and financial risks to borrowers while granting providers extensive discretion. Clauses permitting unilateral modification of loan terms, limitations of liability, or restrictions on consumers' legal remedies undermine the equilibrium that justice seeks to establish. Therefore, reconstructing consumer protection requires transforming standard clauses from unilateral protective instruments into balanced contractual provisions that distribute rights, responsibilities, and risks proportionally between providers and consumers.

This proportional understanding of justice differs from the formal equality traditionally emphasised in contract law. Formal equality assumes that both parties possess equal bargaining power once they voluntarily enter into a contract. However, digital financial transactions clearly demonstrate that procedural consent does not necessarily reflect substantive equality. Consumers often accept electronic agreements under conditions of informational asymmetry, financial urgency, and technological dependence. Islamic economic law recognises that genuine justice cannot be achieved merely by obtaining formal consent when one party lacks a realistic opportunity to negotiate contractual terms. Consequently, legal protection should evaluate contracts based on their substantive fairness rather than relying solely on procedural indicators of agreement.

The second principle is transparency (*al-shafāfiyyah*), which occupies a central position within Islamic commercial ethics. Transparency requires that contractual information be communicated honestly, clearly, and comprehensively before parties assume legal obligations. In contemporary P2P lending practices, contractual information is often presented in lengthy electronic documents that use highly technical legal terminology. Although providers technically disclose contractual provisions, consumers often lack sufficient opportunity or capacity to understand their practical implications. Consequently, transparency should not be interpreted merely as the availability of

information but also as its accessibility and comprehensibility. From this perspective, digital platforms should be required to present essential contractual provisions—including interest calculations, administrative fees, penalties, dispute-resolution mechanisms, personal data use, and modification procedures—in concise, understandable language, accompanied by standardised summaries. Such measures would transform transparency from a procedural obligation into an effective mechanism for protecting informed consumer decision-making.

A third foundational principle is mutual consent (*al-riḍā*), which requires that contractual obligations arise from the genuine willingness of all parties without coercion, deception, or manipulation. In Islamic jurisprudence, consent is not satisfied merely by an individual's acceptance; rather, acceptance must result from adequate knowledge of the contractual subject matter and its legal consequences. Electronic click-wrap agreements commonly used in digital lending challenge this principle because acceptance often occurs without meaningful engagement with the contractual terms. Consumers facing urgent financial needs may prioritise immediate access to funds over careful examination of contractual provisions. Consequently, reconstructing legal protection requires digital platforms to strengthen informed consent mechanisms by providing simplified contractual explanations, mandatory disclosure of high-risk provisions, and reasonable opportunities for consumers to review contractual terms before acceptance becomes legally binding.

The reconstruction proposed in this study also draws on the prohibition of *ẓulm* (injustice or exploitation), which constitutes a fundamental ethical limitation in Islamic commercial law. Exploitation occurs whenever one party utilises superior economic, informational, or institutional power to impose unfair contractual obligations upon another. Standard clauses that authorise unilateral amendments, exclude provider liability, or excessively restrict consumers' legal remedies exemplify contractual exploitation because they permit stronger parties to externalise commercial risks while preserving their own economic interests. Islamic economic law rejects such contractual arrangements because commercial transactions should produce reciprocal benefit rather than institutionalised domination. Therefore, legal reconstruction should prohibit contractual provisions that generate significant disproportionality between commercial advantage and contractual responsibility.

Closely related to this principle is the prohibition of *gharar*, which refers to excessive uncertainty capable of generating unfairness or dispute. Digital financial transactions inevitably involve technological complexity; however, technological sophistication should not justify contractual ambiguity. Ambiguous provisions concerning interest adjustments, algorithmic credit assessments, electronic verification procedures, data processing, or dispute settlement increase legal uncertainty for consumers and weaken contractual accountability. Accordingly, reconstructed standard clauses should employ precise language, objective criteria, and clearly defined legal consequences, thereby reducing ambiguity while strengthening legal certainty for all contracting parties.

Beyond individual contractual principles, Islamic economic law is fundamentally guided by the objectives of the Sharī'ah (*maqāṣid al-sharī'ah*), particularly the protection of wealth (*ḥifẓ al-māl*) and the realisation of public welfare (*maṣlaḥah*).⁴⁷ These objectives provide a broader normative justification for consumer protection because financial transactions should contribute to economic welfare without exposing individuals to unnecessary exploitation or disproportionate financial risk. Consequently, the reconstruction of consumer legal protection should not merely focus on preventing contractual abuse after disputes arise but should establish preventive mechanisms capable of minimising structural inequalities from the outset. Preventive supervision, standardised fairness assessments of digital contracts, mandatory ethical compliance reviews, and enhanced financial literacy programs represent practical manifestations of these *maqāṣid*-oriented objectives.

Integrating these Islamic legal principles ultimately transforms consumer protection from a reactive legal mechanism into a preventive system of contractual governance.⁴⁸ Instead of concentrating exclusively on dispute resolution, the reconstructed framework encourages providers to internalise ethical responsibility during contract design,

⁴⁷ Siti Mupida and Siti Mahmadatun, "Maqashid Syariah Dalam Fragmentasi Fiqh Muamalah di Era Kontemporer," *Al-Mawarid Jurnal Syari'ah & Hukum* 3, no. 1 (2021), <https://journal.uui.ac.id/JSYH/article/view/18663>.

⁴⁸ Muhammad Sambo Umar and Ahmad Abubakar, "An Appraisal of the Legal and Institutional Framework For Consumer Protection in Classical Islamic Jurisprudence," *KWASU Business and Private Law Journal* 2, no. 1 (December 2025), <https://journals.kwasu.edu.ng/index.php/kwasubplj/article/view/539>.

implementation, and enforcement. Such an approach strengthens legal certainty while simultaneously promoting justice, accountability, and sustainable trust within Indonesia's expanding digital financial ecosystem. Accordingly, Islamic economic law does not replace existing positive law; rather, it complements and enriches it by providing ethical standards that enable proportional contractual justice to be more effectively realised. These principles form the normative foundation for developing a comprehensive model of proportional consumer legal protection, which is presented in the following section.

From the perspective of Islamic economic law,⁴⁹ contractual governance should also incorporate ethical accountability alongside legal accountability. Commercial transactions should not merely comply with statutory obligations but should actively promote *maqāṣid al-sharī'ah*, particularly the protection of wealth (*ḥifẓ al-māl*), justice (*al-'adl*), and public welfare (*maṣlaḥah*). Accordingly, digital platform providers should be encouraged to adopt internal ethical governance standards that evaluate contractual provisions according to both legal and moral considerations. Such ethical governance may include independent Sharia advisory reviews for Sharia-based platforms, periodic contractual fairness audits, transparent risk communication, and institutional commitments to responsible digital finance. These measures reinforce the understanding that sustainable financial innovation depends not only on technological sophistication but also on ethical legitimacy.

Based on the empirical findings and normative analysis, this study proposes a Proportional Consumer Legal Protection Model that integrates positive law with the principles of Islamic economic law.⁵⁰ Unlike existing frameworks, which emphasise administrative compliance, the proposed model focuses on balancing contractual autonomy with substantive justice. This model consists of four mutually reinforcing dimensions: proportional regulation, proportional contracts, proportional supervision, and proportional remedies. Together, these dimensions establish a comprehensive legal

⁴⁹ Hartadhi Hartadhi et al., "Legal Protection for Victims of the Crime of Human Trafficking in the Criminal Justice System," *International Journal of Business, Economics and Law* 28 (n.d.): 1.

⁵⁰ Mohsin Ali Farhad, "Consumer Data Protection Laws and Their Impact on Business Models in the Tech Industry," *Telecommunications Policy* 48, no. 9 (October 2024): 102836, <https://doi.org/10.1016/j.telpol.2024.102836>.

framework that protects consumers without undermining technological innovation or business sustainability.

Table 1. Reconstruction Model of Consumer Legal Protection Against Standard Clauses in Contemporary P2P Lending

Existing Framework	Identified Weakness	Reconstructed Model Based on Islamic Economic Law
Standard clauses drafted unilaterally by platform providers	Unequal bargaining position	Standard clauses must satisfy proportionality, fairness (<i>al'adl</i>), and mutual consent (<i>al-riḍā</i>)
Consumer consent obtained through click-wrap agreements	Formal consent without informed understanding	Mandatory plain-language disclosure, contractual summaries, and explicit informed consent
OJK supervises administrative compliance	Limited review of contractual fairness	Preventive supervision of standard contracts and periodic fairness audits
Administrative sanctions dominate enforcement.	Consumers receive limited direct remedies	Integrated civil remedies including restitution, compensation, mediation, and contract nullification
Positive law emphasises procedural legality	Ethical dimensions remain underdeveloped	Integration of <i>maqāṣid al-sharī'ah</i> , <i>al-shafāfiyyah</i> , <i>ḥifẓ al-māl</i> , <i>maṣlaḥah</i> , and prohibition of <i>ẓulm</i> and <i>gharar</i>

Source: Author's Interpretation

The proposed reconstruction ultimately demonstrates that proportional contractual justice cannot be achieved solely through additional legislation or stronger sanctions. Instead, it requires harmonising legal certainty with ethical responsibility. Positive law provides institutional authority and enforceability, whereas Islamic economic law contributes normative principles that ensure contracts remain consistent with justice, transparency, and human dignity. The integration of these two legal paradigms enables consumer protection to move beyond a reactive mechanism that merely resolves disputes toward a preventive framework that minimises contractual imbalance before disputes arise.

Accordingly, the answer to the research question is that consumer legal protection against standard clauses in contemporary P2P lending agreements should be reconstructed through a proportional legal framework integrating constitutional guarantees, consumer protection legislation, financial regulatory oversight, and the principles of Islamic economic law. Such integration strengthens contractual justice by ensuring that digital lending agreements no longer prioritise institutional efficiency at the expense of consumer rights but instead establish a balanced legal relationship founded upon justice (*al'adl*), transparency (*al-shafāfiyyah*), mutual consent (*al-riḍā*), public welfare (*maṣlaḥah*), and the protection of wealth (*ḥifẓ al-māl*). This integrated model constitutes the principal theoretical contribution of the present study and provides a practical reference for policymakers, financial regulators, digital platform providers, and legal practitioners seeking to develop a more equitable and sustainable digital financial ecosystem.

CONCLUSION

This study demonstrates that consumer legal protection against standard clauses in contemporary peer-to-peer (P2P) lending agreements remains insufficient to achieve proportional contractual justice. Although Indonesia has established a comprehensive regulatory framework through consumer protection legislation and financial services regulations, the practical implementation of these legal instruments continues to permit contractual provisions that disproportionately favour platform providers. Standard clauses authorising unilateral contract modifications, limiting provider liability, and restricting consumers' legal remedies illustrate the persistence of unequal bargaining power within digital lending transactions. The findings further reveal that the existing regulatory approach primarily emphasises administrative compliance rather than substantive contractual fairness. From the perspective of Islamic economic law, such contractual practices are inconsistent with the principles of justice (*al'adl*), transparency (*al-shafāfiyyah*), mutual consent (*al-riḍā*), the prohibition of exploitation (*ẓulm*), and the avoidance of excessive uncertainty (*gharar*). Accordingly, this study proposes a proportional consumer legal protection framework that integrates constitutional guarantees, consumer protection law, financial regulatory oversight, and the ethical principles of Islamic economic law to

establish a more balanced contractual relationship between digital platform providers and consumers. The proposed reconstruction contributes to the development of contemporary Islamic economic law by demonstrating that effective consumer protection requires harmonising positive law with Sharia-based ethical principles rather than relying exclusively on formal legal compliance. A proportional legal framework should incorporate preventive supervision of standard clauses, strengthened informed consent mechanisms, transparent contractual disclosure, and effective civil remedies that directly restore consumer rights. Such an approach is expected to enhance public trust in digital financial services while promoting sustainable and equitable financial innovation. Future research is encouraged to expand this analysis through comparative studies involving different jurisdictions or by examining the implementation of proportional contractual justice across various digital financial services, including Buy Now Pay Later (BNPL), digital banking, crowdfunding, and Islamic financial technology (Islamic FinTech). Quantitative or mixed-method approaches may also be employed to evaluate the effectiveness of the proposed framework in improving consumer protection and regulatory compliance across the broader digital financial ecosystem.

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AUTHOR CONTRIBUTIONS STATEMENT

Denny Suwondo conceived the study, developed the research framework, designed the methodology, conducted the investigation, performed the formal analysis, and prepared the original draft of the manuscript. Arpangi contributed to the conceptual refinement of the legal analysis, supervised the research process, validated the findings, and critically reviewed and edited the manuscript. Umar Ma'ruf contributed to the research methodology, data interpretation, validation of the legal arguments, and substantive

revision of the manuscript. Rakhmat Bowo Suharto provided academic supervision, contributed to the theoretical development of the study, validated the research findings, and critically reviewed and edited the manuscript. Mamoon Suliman Alsmadi contributed to the international perspective of the analysis, validated the research findings, critically reviewed and edited the manuscript, and provided final approval of the version to be published. All authors have read and approved the final version of the manuscript and agree to be accountable for all aspects of the work.

CONFLICT OF INTEREST

The authors declare that there is no conflict of interest in the publication of this article. The authors have contributed independently and objectively, without any subjective judgment or institutional or personal interests that could influence the integrity or substance of this study.

AI USAGE STATEMENT

AI tools were used solely for language editing and formatting. All ideas, analyses, interpretations, and conclusions are entirely the authors' own, and all AI-assisted outputs were reviewed to ensure academic integrity. The authors reviewed and verified all AI-assisted outputs to ensure accuracy, originality, and alignment with academic integrity standards. The author retains full responsibility for the originality, accuracy, and academic integrity of this paper.

BIBLIOGRAPHY

Ahmad Wildan, Gian Muzakir Hayat, Muhammad Rayhan Fasya Akbar, dan Theodore Daniel. Analisis Peran Klausula Baku Perjanjian Kredit Pinjaman Online Dalam Menangkal Penyalahgunaan Dana oleh Debitur: Studi Yuridis Terhadap Kasus Penggunaan Dana Kredit Untuk Judi Online, *Media Hukum Indonesia (MHI)*, Vol. 3, No. 3, 2025, page 351-358

Andri Winjaya et al., "The Legal Position Of Islamic Boarding School (Pesantren) As A Rehabilitation Effort For Narcotics Abuse," *International Journal of Law*

Reconstruction 5, no. 2 (October 2021): 317-327,
<https://doi.org/10.26532/IJLR.V5i2.17756>.

Andri Winjaya Laksana et al., "Rehabilitative Sentencing for Narcotics Addicts within the Framework of National Law and Maqasid Syari'ah," *El-Mashlahah* 16, no. 1 (May 2026): 1-22, <https://doi.org/10.23971/el-mashlahah.v15i2.10409>.

Anis Mashdurohatun, "Reconstruction of the Implementation of Regional Head Elections Based on the Value Of Justice," *International Journal of Business, Economics and Law* 28, no. 1 (2022): 120-132.

Ariawan Ariawan, Gulyamov Said Saidaxrarovich, and Naeem Allahrakha, "Reform of Peer-to-Peer Lending Consumer Protection Legislation and Dispute Resolution," *Contrarius* 1, no. 2 (June 2025): 130-150,
<https://doi.org/10.53955/contrarius.v1i2.211>.

Aryo Dwi Prasnowo dan Siti Malikhatun Badriyah. Implementasi Asas Keseimbangan Bagi Para Pihak dalam Perjanjian Baku. *Jurnal Magister Hukum Udayana*, Vol. 8, No. 1, 2019, page. 61-75.

Azwar Fariz Aldaufa dan Muhammad Ainun Naza, Integrasi Keadilan Kontraktual dan Perlindungan Data Pribadi Dalam Perjanjian Perjanjian Fintech Peer to Peer Lending, *El-Dusturie: Jurnal Hukum dan Perundang-Undangan*, Vol. 4, No. 2, 2025, page. 194-210

Dewi Nurul Musjtari, Fiska Silvia Raden Roro, and Ro'fah Setyowati, "Islamic P2P Lending as an Alternative Solution for the Unfair Conventional Platform In Indonesia," *UUM Journal of Legal Studies* 13, no. 1 (January 2022): 21-43,
<https://doi.org/10.32890/uumjls2022.13.1.2>.

Eun Young Oh and Peter Rosenkranz, "Determinants of Peer-to-Peer Lending Expansion: The Roles of Financial Development and Financial Literacy," *The Journal of FinTech* 02, no. 01n02 (September 2022): 2250001,
<https://doi.org/10.1142/S2705109922500018>.

Falk Lichtenstein, New Rules for Standard Clauses in Consumer Contracts: China's Contract Administration Regulations Have Taken Effect, <https://cms.law/en/chn/publication/new-rules-for-standard-clauses-in-consumer-contracts-china-s-contract-administration-regulations-have-taken-effect> accessed 10 November 2025

Hartadhi Hartadhi et al., "Legal Protection for Victims of the Crime of Human Trafficking in the Criminal Justice System," *International Journal of Business, Economics and Law* 28 (n.d.): 1.

Hatsuru Morita, Regulation of Crowdfunding and P2P Lending in Japan. Law and Practice of Crowdfunding and Peer-to-Peer Lending in Australia, China and Japan. Singapore: Springer Nature Singapore, 2022. page. 189-216.

Hera Ananda Putri, Septiana Dwi Kharismawati, and Rina Arum Prastyanti, "Legal Aspects of Electronic Commerce Agreements (E-Commerce) from the Perspective of Consumer Protection," *ICoBITS* 1 (2025): 902-908, <https://doi.org/10.32664/icobits.v1.94>.

I. Wayan Gede Purnayasa Wijaya, I. Nyoman Putu Budiarta, and I. Made Aditya Mantara Putra, "Settlement of Online Loan Agreement Disputes in the Event of the Debtor Dies," *Journal Equity of Law and Governance* 3, no. 1 (March 2023): 46-51, <https://doi.org/10.22225/elg.3.1.6611.46-51>.

Jay Daniel et al., "From Information Asymmetry to Transparency: Blockchain-Enabled Digital Transformation in Manufacturing Supply Chains," *Supply Chain Management: An International Journal* 31, no. 2 (January 2026): 275-296, <https://doi.org/10.1108/SCM-09-2025-0903>.

Josef Purwadi Setiodjati, Anggo Doyoharjo, and Dora Kusumastuti, "Unfair Contract Terms in the Perspective of Civil Law and Consumer Protection in Indonesia," *Hukum Inovatif: Jurnal Ilmu Hukum Sosial Dan Humaniora* 3, no. 2 (April 2026): 138-148, <https://doi.org/10.62383/humif.v3i2.3046>.

Lis Yulitasari, Tulus Suryanto, and Syamsul Hilal, *Regulatory and Legal Challenges of Sharia*

Peer-To-Peer Lending in Indonesia | *Al Fiddhoh: Journal of Banking, Insurance, and Finance*, March 26, 2024, <https://ejournal.iainkerinci.ac.id/index.php/al-fiddoh/article/view/3499>.

Loso Judijanto, "Implementation of Zakat Law in Empowering the Islamic Community's Economy in Indonesia," *The Easta Journal Law and Human Rights* 2, no. 03 (June 2024): 136–146, <https://doi.org/10.58812/eslhr.v2i03.281>.

Lucia Xiaoyan Liu, Stewart Clegg, and Julien Pollack, "The Effect of Public-Private Partnerships on Innovation in Infrastructure Delivery," *Project Management Journal* 55, no. 1 (February 2024): 31–49, <https://doi.org/10.1177/87569728231189989>.

M. Hatta, Anthon F. Susanto, and Udin Narsudin, "P2P Lending: Legal Framework for Electronic Contracts," *International Journal of Latin Notary* 5, no. 2 (July 2025): 25–30, <https://doi.org/10.61968/journal.v5i2.103>.

Moein Elahi Nezhad, Shima Rashidian, and Consiglia Botta, "Revolutionizing Trade Finance: Leveraging the Power of Blockchain and AI in Electronic Letters of Credit," *Uniform Law Review* 29, no. 1 (March 2024): 87–115, <https://doi.org/10.1093/ulr/unae023>.

Mohsin Ali Farhad, "Consumer Data Protection Laws and Their Impact on Business Models in the Tech Industry," *Telecommunications Policy* 48, no. 9 (October 2024): 102836, <https://doi.org/10.1016/j.telpol.2024.102836>.

Muhammad Nanang Choiruddin et al., "Financial Literacy, FinTech, and Contemporary Innovation in Islamic Economic Law: An Analysis of MSME Performance Sustainability in Indonesia and Malaysia," *MILRev: Metro Islamic Law Review* 4, no. 2 (August 2025): 976–1008, <https://doi.org/10.32332/milrev.v4i2.10164>.

Muhammad Sambo Umar and Ahmad Abubakar, "An Appraisal of the Legal and Institutional Framework For Consumer Protection In Classical Islamic

Jurisprudence,” *KWASU Business and Private Law Journal* 2, no. 1 (December 2025), <https://journals.kwasu.edu.ng/index.php/kwasubplj/article/view/539>.

Nabilah Luthfiah Chusnida, Analisis Prinsip Kebebasan Berkontrak dalam Pengembangan Penerapan Kontrak Baku. *Jurnal Hukum Lex Generalis*, Vol. 6, No. 4, 2025, page. 1-23

Naeem AllahRakha et al., “Data Protection Conflicts and Procedural Fairness in Cross-Border Digital Dispute Resolution,” *Journal of Sustainable Development and Regulatory Issues (JSDERI)* 4, no. 1 (March 2026): 247-277, <https://doi.org/10.53955/jsderi.v4i1.162>.

Nibrosu Rohid et al., “Reconstructing the Legal Enforcement Framework for Digital Activism in an Era of Technological Disruption,” *Nusantara: Journal of Law Studies* 5, no. 2 (2026): 881-901, <https://doi.org/10.66325/nusantaralaw.v5i2.236>.

Niniek Lannyati, Sarwono Harjomulyadi, dan Taufiq, Penerapan Prinsip Kesetaraan Bagi Para Pihak Dalam Kontrak Baku, *Jurnal Konstruksia*, Vol. 16, No. 2, 2025, page. 53-63

Raid Hasan Mohammed Bani Issa and Upi Komariah, “Bridging the Gap Between Islamic Law and Economic Empowerment: A Multifaceted Analysis,” *International Journal of Nuh: Law, Policy, and Human Behavior* 1, no. 1 (June 2024): 17-31, <https://doi.org/10.63005/y9g0j416>.

Ratna Hartanto dan Juliyani Purnama Ramli. Hubungan Hukum Para Pihak dalam Peer to Peer Lending. *Jurnal Hukum Ius Quia Iustum*, Vol. 25, No. 2, 2018, page. 320-338.

Rifto Sunanto, Cicilia Julyani Tondy, dan Irhamsah Irhamsah. Perlindungan Hukum Terhadap Pelanggan Terkait Penerapan Perjanjian Baku Sektor Pelayanan Publik. *Sentri: Jurnal Riset Ilmiah*, Vol. 3, No. 3, 2024, page. 1200-1207.

Rizaldy Alpiansyah, Irfan Alkhotiri, and Harsing, "Enhancing Community Legal Literacy As An Effort To Overcome The Weaknesses Of The Consumer Protection System In Goods Purchase Transactions," *Al Musa'adah : Journal of Community Service STAI Minhajul Haq* 1, no. 1 (February 2026): 1-10, <https://doi.org/10.66891/4r7z1x04>.

Rizki Noviyanti, Mada Apriandi Zuhira, dan Arman Lany, Penerapan Asas Keseimbangan Dalam Praktik Pelaksanaan Akta Jaminan Fidusia, *Repertorium: Jurnal Ilmu Hukum Kenotariatan*, Vol. 11, No. 2, 2022, page. 114-126

Rohid et al., "Reconstructing the Legal Enforcement Framework for Digital Activism in an Era of Technological Disruption."

Siti Mupida and Siti Mahmadatun, "Maqashid Syariah Dalam Fragmentasi Fiqh Muamalah Di Era Kontemporer," *Al-Mawarid Jurnal Syari'ah & Hukum* 3, no. 1 (2021), <https://journal.uui.ac.id/JSYH/article/view/18663>.

Siti Nur Azizah Ma'ruf Amin, *Buku Ajar Hukum Perjanjian*. Deepublish, Yogyakarta, 2023, page. 64

Siti Nur Khadijah, Sunarmi Sunarmi, dan M. Citra Ramadhan, Perlindungan Hukum Terhadap Pemberi Pinjaman Dalam Sistem Fintech Peer to Peer Lending (Studi Pada Otoritas Jasa Keuangan Kantor Regional 5 Sumatera Bagian Utara), *Journal of Education, Humaniora and Social Sciences (JEHSS)*, Vol. 5, No. 3, 2023, page. 1996-2011

Sofa Laela, Perlindungan Hukum Bagi Pelaku Usaha Penyelenggara Fintech Peer To Peer Lending. *Iblam Law Review*, Vol. 2, No. 2, 2022, page. 220-236.

Sumirahayu Sulaiman, et. al., Analisis Hukum Perdata Terhadap Klausula Baku Dalam Kontrak Jasa Pinjaman Online (Fintech Lending). *Jurnal Kolaboratif Sains*, Vol. 8, No. 9, 2025, page. 5874-5881.

Victor Ediagbonya and Comfort Tioluwani, "The Role of Fintech in Driving Financial Inclusion in Developing and Emerging Markets: Issues, Challenges and Prospects,"

Widya Naseya Tuslian, “Equality before the Law for Women in Indonesia: An Analysis of International Law and Its Implementation at the National, Regional, and Sector Level,” *Advancing Rule of Law in a Global Context*, February 26, 2020, 219–227, <https://doi.org/10.1201/9780429449031-27>.

Yanmei Li and Sumei Zhang, “Qualitative Data Analysis,” in *Applied Research Methods in Urban and Regional Planning*, ed. Yanmei Li and Sumei Zhang (Cham: Springer International Publishing, 2022), 149–165, https://doi.org/10.1007/978-3-030-93574-0_8.

Yatini, Kandi Kirana Larasati, and Aliah Hana binti Yaakub, “Challenges and Legal Strategies of Indonesia in Global Trade Agreements in the Era of Fragmentation,” *LIBERATICA* 1, no. 1 (May 2025): 12–22.

Yonjoo Cho Jessica Nina Lester Chad R. Lochmiller, “Learning to Do Qualitative Data Analysis: A Starting Point,” *Human Resource Development Review* 19, no. 1 (March 2020): 94–106.