

The Protection of Consumer Rights of Financial Technology Peer-to-Peer Lending Regarding Intimidation in Billing Practices

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Abstract: *This paper aims to examine the protection of the rights of consumers as debtors of the Financial Technology Peer-to-Peer Lending (Fintech P2PL) against intimidation in billing practices which are analyzed using natural law theory with human rights approach. The scope of the research includes the rights of consumers as debtors of Fintech P2PL which are legally recognized by the OJK. Problems related to intimidation in billing practices by Fintech P2PL companies often occur in Indonesia. However, the existing positive law is still unable to organize the interests of consumers as debtors' rights regarding this issue. The findings of this study show that Law Number 8 of 1999, Law Number 19 of 2016, and POJK Number 77/POJK.01/2016 have not yet accommodated the protection of the rights of consumers as debtors of Fintech P2PL, especially regarding intimidation in billing practices. The results of this research using the juridical-normative research method show that regulations related to consumers in Indonesia are still generally regulated in Law Number 8 of 1999. The protection of the rights of consumers and debtors of Fintech P2PL regarding intimidation in billing is currently has not been specifically stated in positive law. Therefore, positive law is needed to specifically regulate the rights of consumers as debtors in Fintech P2PL in order to provide legal certainty for users of this service and avoid human rights violations in billing practices.*

Keywords: Protection, Consumer Rights, Financial Technology, Intimidation, Billing

1. Introduction

Indonesia is currently entering a new, more modern era known as the industrial revolution era 4.0. In this era, new innovations emerged in various aspects of life such as in the fields of economy, finance, communication, transactions, and others. In this case, one of the uses of the industrial revolution 4.0 developed by the government in the economic field is the presence of Financial Technology (Fintech).¹

One of the Fintech services currently used by the public is called Fintech Peer-to-Peer Lending (P2PL). Fintech P2PL provides access and convenience for the public to get loans in the form of cash with more practical requirements and a shorter period of time compared to loans through banks in general. The legal umbrella for Fintech P2PL in Indonesia is related to consumer protection law, information and electronic transactions (ITE) law, and technology-based lending and borrowing services regulation.²

In-Law Number 8 of 1999 concerning Consumer Protection, it is regulated regarding the rights and obligations that must be carried out by consumers and business actors where these rights and obligations must not be violated. Besides that, because Fintech P2PL is a lending service using electronic transactions, it is related to Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions, where

the existence of this law aims to guarantee the recognition and respect related to user rights and freedoms from information technology. Furthermore, the Financial Services Authority called Otoritas Jasa Keuangan (OJK) also issued special regulations related to Fintech P2PL through OJK Regulation Number 77/POJK.01/2016 concerning Technology-Based Lending and Borrowing Services which serve as guidelines for Fintech P2PL service providers in Indonesia.³

Although in general the legal umbrella related to consumer protection of Fintech P2PL already exists, however, it cannot be denied that there are still legal Fintech P2PL companies that violate consumer rights by doing intimidating ways in billing as happened in the case of PT Digital Synergy Technology or known as Rupiah Plus. Therefore, this paper aims to examine the protection of consumer rights as the debtors of Fintech P2PL related to intimidation in billing which is analyzed using natural law theory with a human rights (HAM) approach and to find the optimal solution to maximize the legal protection of Fintech P2PL consumers in Indonesia.

2. Research Problem

Based on the background above, the research's problems are: How are the laws and regulations related to consumer protection of Fintech P2PL in Indonesia? And How is the protection of the consumer rights of Fintech P2PL regarding intimidation in billing practices?

¹Nabila Aulia Rahma, Adi Fauzanto, dan Keri Pranata. 2019. "Responsive Law System Of Financial Technology: Upaya Rekonstruksi Konsep Penyelesaian Sengketa Peer-To-Peer Lending." *Legislatif Volume 3 Nomor 1*, pp. 116-117.

²M. Hadyan Yunhas Purba. 2020. "Penguatan Perlindungan Konsumen Dalam Industri Peer To Peer Lending Di Indonesia." *Kanun Jurnal Ilmu Hukum Vol. 22, No. 3*, p. 548.

³Ibid, 2020, p. 548.

3. Research Method

The research method used in this journal is a normative legal research method that emphasizes the norms contained in the law itself. This normative research uses a qualitative approach model whose research activities do not need to go into the field, but by collecting raw data for analysis, the results of which are put into abstractions and give rise to new theories in the field of law.⁴ The focus of normative legal research is on the juridical aspects related to the resolution of legal problems by legal practitioners by conducting further research on where and how the position of the problem is in the applicable laws and regulations carried out by researchers to answer the problem.⁵

4. Result and Discussion

4.1 Laws and Regulations regarding Consumer Protection of Fintech P2PL in Indonesia

The development of Fintech P2PL in Indonesia is unavoidable. The existence of Fintech P2PL also has positive and negative impacts on society. In addition to the convenience offered, consumers as the debtors of Fintech P2PL often experience violations committed by the Fintech P2PL service providers that harm the consumers.⁶ In Indonesia, laws, and regulations related to consumers are still generally regulated in Law Number 8 of 1999 concerning Consumer Protection. The existence of this law is to protect the interests of all types of consumers in Indonesia.⁷

The Consumer Protection Law stipulates consumer rights that must be fulfilled by business actors. The rights of these consumers are regulated in Article 4 of the Consumer Protection Law which includes: (1) the right to comfort, security, and safety in the consumption of goods and/or services; (2) the right to choose and obtain goods and/or services that are adjusted to the exchange rate of the conditions and guarantees promised; (3) the right to obtain correct, clear and honest information regarding the conditions and guarantees of goods and/or services; (4) the right to have their opinions and complaints heard on the use of goods and/or services; (5) the right to obtain proper advocacy, protection, and efforts to resolve consumer disputes; (6) the right to obtain consumer guidance and education; (7) the right to be treated or served properly,

⁴Iwan Erar Joesoef. 2021. "BAB I Dogma Hukum, Teori Hukum, dan Filsafat Hukum." Dalam *Teori Hukum (Dogma-Teori-Filsafat)*, Oleh I. E. Joesoef, 13-14. Bandung: PT Citra Aditya Bakti.

⁵Depri Liber Sonata. "Metode Penelitian Hukum Normatif Dan Empiris: Karakteristik Khas Dari Metode Meneliti Hukum." *Fiat Justitia Jurnal Ilmu Hukum Volume 8, Nomor 1* (2014), pp. 15-35.

⁶Ali Akbar, Ariana Syechbubakar, dan Septa Candra. 2021. "Penegakan Hukum Terhadap Perusahaan Financial Technology Berbasis Peer-to-Peer Lending yang Tidak Terdaftar dan Berizin." *Jurnal Al-Azhar Indonesia Vol. 6, No. 1*, p. 2.

⁷Presiden Republik Indonesia. 1999. "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *DIREKTORAT JENDERAL KETENAGALISTRIKAN*. https://gatrik.esdm.go.id/assets/uploads/download_index/files/e39ab-uu-nomor-8-tahun-1999.pdf (Accessed October 2021).

honestly and non-discriminatory; (8) the right to obtain compensation, compensation and/or replacement, in the event that the goods and/or services received are not in accordance with the agreement or not properly; (9) rights regulated in other laws and regulations.⁸

When discussing Fintech P2PL, consumer protection as debtors is also inseparable from the laws and regulations in Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE). Here, Fintech P2PL is an information technology-based service so it is related to the regulation in the ITE Law. One of the objectives of the ITE Law is to provide users and operators of information technology with a sense of security, justice, and legal certainty.⁹

Regarding to the intimidation in billing practices, Article 27 Paragraphs (1), (3), and (4) of the ITE Law are regulated, that everyone is prohibited from intentionally and without rights distributing, transmitting and/or making electronic information and/or documents accessible contained in it is a violation of decency, avoidance and/or defamation, and extortion and/or threats. Anyone who violates these provisions, based on Article 45 Paragraph (1) of the ITE Law, is given a maximum imprisonment of 6 years and/or a maximum fine of 1 billion Indonesian Rupiah.¹⁰

In addition, Fintech P2PL, which is an information technology-based financial service, is also supervised by the OJK. In this case, OJK issued regulations related to Fintech P2PL through OJK Regulation Number 77/POJK.01/2016 concerning Technology-Based Lending and Borrowing Services. Regarding consumer protection as debtors of Fintech P2PL in POJK Number 77/POJK.01/2016, it can be seen in Article 29, where, Fintech P2PL organizers are required to apply the basic principles of user protection which include: transparency, fair treatment, reliability, confidentiality and security data, as well as simple, fast, and affordable dispute resolution.¹¹

4.2 Protection of Consumer Rights of Fintech P2PL regarding Intimidation in Billing Practices

Currently, the existence of Fintech P2PL becoming an innovation in the business sector, especially in financial services that makes the transformations on the existing

⁸Presiden Republik Indonesia. 1999. "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *DIREKTORAT JENDERAL KETENAGALISTRIKAN*. https://gatrik.esdm.go.id/assets/uploads/download_index/files/e39ab-uu-nomor-8-tahun-1999.pdf (Accessed October 2021).

⁹Presiden Republik Indonesia. 2008. "Undang-Undang Republik Indonesia Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik." *KPK*. https://www.kpk.go.id/images/pdf/uu%20pip/UU_ITE%20no%201%20Th%202008.pdf (Accessed October 2021).

¹⁰Ibid, 2008.

¹¹Otoritas Jasa Keuangan. 2016. "Peraturan Otoritas Jasa Keuangan Nomor 77 /Pojk.01/2016 Tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi." *OJK*. <https://www.ojk.go.id/id/regulasi/otoritas-jasa-keuangan/peraturan-ojk/Documents/Pages/POJK-Nomor-77-POJK.01-2016/SAL%20-%20POJK%20Fintech.pdf> (Accessed October 2021).

systems or markets by introducing services that are more practical, accessible, convenient, and economical, in which the presence of Fintech is also known as Disruptive Innovation. However unfortunately, the existence of Fintech P2PL, which should be used properly, also has a negative impact on its users, where the rights of consumers as debtors are violated by the Fintech P2PL company itself in which they treat their consumers with intimidation in billing practices.¹²

In the case of violations committed by the Fintech P2PL company towards their consumers as debtors, the Legal Aid Institute (LBH) opens a complaint post for people who feel aggrieved by the Fintech P2PL company. Based on the data from LBH in 2018, where Fintech P2PL is growing rapidly, 1, 600 complaints have been received against 89 Fintech P2PL applications of which 25 are legal Fintech P2PL registered in OJK.¹³ One of the real cases of intimidating treatment in billing practices carried out by Fintech P2PL companies towards their consumers as debtors is the case of Rupiah Plus. Rupiah Plus which is operated by PT. Digital Synergy Technology has been proven to have committed violations in collecting loans against consumers as debtors by intimidating ways such as threats, harsh words, and defamation that degrade the dignity of the consumers.¹⁴

This intimidating treatment in billing practices carried out by Rupiah Plus towards their consumers as debtors has violated consumer rights as regulated in Article 4 of the Consumer Protection Law, which are the right to comfort, security and safety in the consumption of goods and/or services, and the right to be treated or served correctly, honestly, and non-discriminatory.¹⁵ Not only that, Rupiah Plus has also violated Article 27 Paragraphs (1), (3), and (4) of the ITE Law, wherein, everyone is prohibited from distributing, transmitting and/or making accessible information and/or electronic documents containing violation of decency, avoidance and/or defamation, and extortion and/or threats,¹⁶ and Article 29 of OJK Regulation Number 77/POJK.01/2016, which requires Fintech P2PL operators to apply the basic principles of user protection, namely transparency, fair treatment, reliability, confidentiality and

data security, as well as simple, fast, and affordable dispute resolution.¹⁷

In order to analyze the protection of consumer rights of Fintech P2PL regarding intimidation in billing practices, natural law theory is used with a human rights approach associated with John Ruggie's three pillars. The theory of natural law described by John Locke essentially underlines the inherent right of every individual's life given by nature to have freedom over their own property and everything that the state cannot revoke or transfer. In this case, the state must be able to accommodate and protect the rights of each individual.¹⁸ In the case of Rupiah Plus, the violation of consumer rights of Fintech P2PL by means of intimidation in billing practices is a violation of the human rights of the consumers who should receive protection from the government. The protection of consumer rights as debtors of Fintech P2PL regarding intimidation in billing practices can be seen from John Ruggie's three pillars which are aimed at the government, companies, and victims.

The first pillar is related to government. In protecting consumers as debtors of Fintech P2PL, the government through OJK as the supervisory and regulatory agency of financial services in Indonesia makes regulations, namely OJK Regulation Number 77/POJK.01/2016 which is expected to be able to protect consumer rights from violations committed by Fintech P2PL companies. Regarding the case of Rupiah Plus, the Rupiah Plus has been proven to have violated the consumer rights by making an intimidating collection of billing activities,¹⁹ in which, OJK then gave an administrative sanction to Rupiah Plus in the form of a three-month delay in licensing with the aim of improving the existing Standard Operating Procedures.²⁰

The second pillar is related to the company. In this case, the company has a responsibility to respect human rights.²¹ In the case of Rupiah Plus, Bimo Adhiprabowo, as the CEO of Rupiah Plus, is committed to tightening the SOP collection,

¹²Nabila Aulia Rahma, Adi Fauzanto, dan Keri Pranata. 2019. "Responsive Law System Of Financial Technology: Upaya Rekonstruksi Konsep Penyelesaian Sengketa Peer-To-Peer Lending." *Legislatif Volume 3 Nomor 1*, p. 117.

¹³Ibid, 2019, p. 118.

¹⁴CNN Indonesia. July 24, 2018. *RupiahPlus Akui Pelanggaran Penagihan Utang ke Peminjam*. <https://www.cnnindonesia.com/teknologi/20180723202907-185-316410/rupiahplus-akui-pelanggaran-penagihan-utang-ke-peminjam> (Accessed October 2021).

¹⁵Presiden Republik Indonesia. 1999. "Undang-Undang Republik Indonesia Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen." *DIREKTORAT JENDERAL KETENAGALISTRIKAN*. https://gatrik.esdm.go.id/assets/uploads/download_index/files/e39ab-uu-nomor-8-tahun-1999.pdf (Accessed October 2021).

¹⁶Presiden Republik Indonesia. 2008. "Undang-Undang Republik Indonesia Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik." *KPK*. https://www.kpk.go.id/images/pdf/uu%20pip/UU_ITE%20no%2011%20Th%202008.pdf (Accessed October 2021).

¹⁷Otoritas Jasa Keuangan. 2016. "Peraturan Otoritas Jasa Keuangan Nomor 77 /Pojk.01/2016 Tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi." *OJK*. <https://www.ojk.go.id/id/regulasi/otoritas-jasa-keuangan/peraturan-ojk/Documents/Pages/POJK-Nomor-77-POJK.01-2016/SAL%20-%20POJK%20Fintech.pdf> (Accessed October 2021).

¹⁸Rhona K.M. Smith., et al. 2008. *Hukum Hak Asasi Manusia*. Yogyakarta: Pusat Studi Hak Asasi Manusia Universitas Islam Indonesia (PUSHAM UII), p. 12.

¹⁹CNN Indonesia. July 24, 2018. *RupiahPlus Akui Pelanggaran Penagihan Utang ke Peminjam*. <https://www.cnnindonesia.com/teknologi/20180723202907-185-316410/rupiahplus-akui-pelanggaran-penagihan-utang-ke-peminjam> (Accessed October 2021).

²⁰Kompas.com. 26 Juli 2018. *Dapat Sanksi, RupiahPlus Dilarang Ajukan Izin ke OJK selama Tiga Bulan*. <https://ekonomi.kompas.com/read/2018/07/26/192744126/dapat-sanksi-rupiahplus-dilarang-ajukan-izin-ke-ojk-selama-tiga-bulan?page=all#:~:text=%22Hukuman%20dari%20OJK%20adalah%20berupa,26%2F7%2F2018> (Accessed October 2021).

²¹Muhammad Yasin. July 20, 2017. *Tiga Pilar dalam Rekomendasi Laporan Profesor John Ruggie*. <https://m.hukumonline.com/berita/baca/lt596f5c564e38b/tiga-pilar-dalam-rekomendasi-laporan-profesor-john-ruggie/> (Accessed October 2021).

training, supervising, and reviewing the activities of employees on a daily basis. Not only that, Rupiah Plus also fired employees who violated company SOPs in collection activities.²²

The third pillar relates to victims. Victims here have the right to access effective remedies, both judicially and non-judicially. In the case of Rupiah Plus, the solution to the problems faced by consumers is by imposing sanctions on Fintech P2PL companies that violate, in this case Rupiah Plus, and sanctions on individuals who personally commit violations in billing to consumers, as well as improvements in consumer complaint services which must be owned by each Fintech P2PL company.²³

On one hand, it is true that the government through the OJK has issued special regulations related to Fintech P2PL. However, on the other hand, the existing laws and regulations related to consumer protection for Fintech P2PL also still regulates the protection of consumer rights in general and has not kept up with the current developments. Moreover, the regulations that specifically regulate Fintech P2PL are currently still at the level of OJK regulations, and even then they still have not accommodated the protection of consumer rights as debtors of Fintech P2PL against intimidation in billing practices, where, this regulation generally regulates the guidelines for registering the legality of Fintech P2PL companies, and not the protection of consumer rights of Fintech P2PL, especially for intimidation in billing practices. Thus, a new legal umbrella is needed at the level of legislation that specifically regulates consumer protection for Fintech P2PL which accommodates consumer rights for intimidation in billing practices, legal sanctions given to anyone who violates these provisions, and also the recovery of consumers who become victims of violations committed by irresponsible persons.

5. Conclusion

First, laws and regulations related to consumer protection of Fintech P2PL in Indonesia are still generally regulated in Law Number 8 of 1999 concerning Consumer Protection, Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions, and POJK Number 77/POJK.01/2016 concerning Technology-Based Lending and Borrowing Services.

Second, the protection of consumer rights of Fintech P2PL regarding intimidation in billing practices is carried out by OJK by giving sanctions to Fintech P2PL companies that violate their consumers right. These sanctions take the form of administrative sanctions such as suspension of permits,

²²Nindya Aldila. July 2, 2018. *Pelanggaran Fintech : Usai Temui OJK, Rupiah Plus Berkomitmen Perbaiki SOP*. <https://finansial.bisnis.com/read/20180702/89/811981/pelanggaran-fintech-usai-temui-ojk-rupiah-plus-berkomitmen-perbaiki-sop> (Accessed October 2021).

²³Muhammad Yasin. July 20, 2017. *Tiga Pilar dalam Rekomendasi Laporan Profesor John Ruggie*. <https://m.hukumonline.com/berita/baca/lt596f5c564e38b/tiga-pilar-dalam-rekomendasi-laporan-profesor-john-ruggie/> (Accessed October 2021).

revocation of permits, written warnings, and fines. However, currently, there are no specific laws and regulations governing the protection of the rights of Fintech P2PL consumers, especially on intimidation in billing practices, so a new legal umbrella is needed at the level of legislation to ensure legal certainty, justice, and benefits obtained by consumers. This new legislation must be able to accommodate all the interests of Fintech P2PL consumer rights, especially on intimidation in billing practices which in fact violates human rights.

6. Suggestion

First, it is necessary to make a law that specifically regulates Fintech in Indonesia which includes billing procedures, consumer protection, and sanctions for Fintech companies that violate consumer rights.

Second, a new legal umbrella is needed to ensure legal certainty, justice and benefit not only for Fintech operators themselves but also for consumers as debtors. These laws and regulations must accommodate all interests of the rights of Fintech P2PL consumers, especially in the protection of their human rights to avoid intimidation in billing practices.

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