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RESTRUCTURING OF MOTORCYCLE SALE-BASED FINANCING THROUGH MEDIATION FROM THE PERSPECTIVE OF MASLAHAH MURSALAH

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ABSTRACT

The development of motorcycle purchases through financing schemes continues to increase, but this has implications for the increased risk of default due to late payments, especially during economic pressures such as the Covid-19 pandemic. This condition demands a settlement mechanism that not only provides legal certainty for financing institutions but also protects consumers so that obligations can still be met without losing the object of financing. This study aims to analyze financing restructuring as a solution to resolve defaults in motorcycle sales and purchase agreements, as well as assess the function of mediation as a dialogue space that produces a new, fair agreement based on the perspective of maslahah mursalah. The study uses a normative juridical method with a statutory and conceptual approach, through a review of the Civil Code, POJK No. 14/POJK.05/2020, and PERMA No. 1 of 2016, accompanied by a study of relevant literature. The results of the study indicate that financing restructuring (rescheduling, reconditioning, and restructuring) is effective in maintaining contract sustainability and reducing potential losses for both parties. Mediation plays a strategic role as a mandatory deliberation mechanism prior to litigation, allowing for proportional adjustments to payment schemes and avoiding protracted conflicts. From a maslahah mursalah perspective, mediation-based restructuring represents a solution that brings benefits, prevents harm, and maintains the socio-economic stability of the parties. These findings confirm that the dialogic-restorative approach is a more humane and relevant model for resolving financing disputes in contemporary legal practice.

Keywords: *Mediation; Financing Restructuring; Default; Motorcycles; Maslahah Mursalah*

1. INTRODUCTION

The development of motorcycle buying and selling transactions through financing schemes has shown significant growth and has become a primary choice for people to meet their mobility needs and daily economic activities. Financing is seen as more realistic for households because it does not require large upfront payments and provides installment mechanisms deemed appropriate to consumers' financial capabilities. In practice, easy access and a fast application process have encouraged financing institutions to be more aggressive in offering various flexible financing packages. However, this financing-based consumption pattern also carries vulnerabilities, particularly when household economic instability occurs, resulting in late payments and potentially leading to default (Sari & Yuliana, 2020). The consequences of default in motorcycle financing not only increase the risk of losses for the financing institution but can also place consumers in a vulnerable position, including the potential repossession of vehicles that are actually a means of work and livelihood.

This vulnerability became even more apparent during the Covid-19 pandemic, when many people experienced salary cuts, layoffs, and decreased business turnover. The decrease in income directly disrupted borrowers' ability to make timely installment payments as per the financing agreement. It was in this context that the government issued a financing restructuring policy through POJK No. Financial Services Authority Regulation No. 14/POJK.05/2020 serves as a regulatory response to prevent the escalation of problematic credit/financing while simultaneously providing affected debtors with the opportunity to fulfill their obligations without losing their financing assets (Financial Services Authority, 2020). Restructuring is seen as a policy that balances two interests: maintaining the stability of financial institutions and providing reasonable protection for consumers experiencing economic hardship. However, the implementation of restructuring in practice is not always automatic, as it requires a debtor's application and a feasibility assessment by the financial institution, thus opening up room for differing perceptions and potential disputes (Arista & Candra, 2022).

At this point, resolving financing default disputes cannot be pursued solely through litigation, which tends to be costly, time-consuming, and potentially deteriorating social relations between the parties. A more relevant alternative is a deliberation-based resolution through mediation, especially since Supreme Court Regulation No. 1 of 2016 emphasizes that mediation is a mandatory step before a civil case proceeds to the main case examination (Supreme Court of the Republic of Indonesia, 2016). Mediation allows the financing company and the debtor to sit together in a dialogue forum to explain their respective challenges, negotiate adjustments to obligations, and formulate a new, realistically enforceable agreement. Sociologically, this approach is oriented toward restoring relationships and preventing protracted conflict, making it more suitable for resolving civil contract disputes stemming from economic constraints.

Several previous studies have examined defaults in motorcycle financing and emphasized that the pandemic is a dominant factor increasing debtors' inability to meet installment obligations. Studies in the context of certain financing companies indicate that income cuts and job uncertainty make late payments more likely and ultimately drive the need for restructuring (Pratama et al., 2021). Furthermore, other studies emphasize that issues in motorcycle purchase agreements extend beyond payment but also involve fulfilling the parties' obligations, which can lead to consumer losses if the settlement is unilateral (Lubis & Zahara, 2023). However, most studies still stop at a normative reading of restructuring as an economic policy and have not integrated mediation as a dialogical instrument capable of building new agreements fairly, especially when linked to the perspective of benefit in Islamic law.

Therefore, this research holds a crucial position because it draws attention to the synergy between financial restructuring and mediation as dispute resolution mechanisms that are not only legal and formal, but also oriented toward the value of public interest. The maslahah mursalah perspective is used as an analytical tool to assess whether resolving financial disputes through mediation-based restructuring truly brings benefits and prevents harm to the parties and the wider community. This concept is understood as a benefit that does not have specific arguments explicitly ordering or prohibiting it, but can be used as a basis for legal policy as long as it aligns with the objectives of sharia in maintaining public benefit (Zein, 2005). Thus, restructuring and mediation can be read not merely as technical financial instruments and civil law procedures, but as a model for resolution that is humanistic, restorative, and relevant to contemporary socio-economic challenges (Asy'ari, 2021).

Based on this description, this study aims to analyze how financial restructuring acts as a solution to default in motorcycle purchase agreements and how mediation is used as a means of dialogue to build a new, more proportional agreement. Furthermore, this study also assesses the implementation of this resolution within the framework of maslahah mursalah, a normative-ethical approach that emphasizes the balance of benefits, protection of interests, and prevention of harm. The primary contribution of this research is expected to enrich the understanding of a more effective and equitable model for resolving financing disputes, particularly when communities face economic pressures, so that the law does not stop at procedural certainty but also provides tangible benefits to social life.

2. RESEARCH METHOD

This research employs a normative legal research method (doctrinal research), which positions law as a norm or rule analyzed through legal materials and official documents to generate prescriptive arguments regarding the resolution of legal problems (Soekanto & Mamudji, 2001). The normative approach was chosen because the focus of this research is to examine the validity, legal basis, and rationale for implementing financing restructuring as a solution to default, as well as to assess the function of mediation as a dispute resolution mechanism within a positive legal framework and the perspective of maslahah mursalah.

Specifically, this research employs two main approaches: a statutory approach and a conceptual approach. The statutory approach is conducted by examining relevant legal instruments, particularly those governing financing restructuring and mediation procedures, so that the arguments developed have a strong legal basis (Marzuki, 2017). Meanwhile, a conceptual approach is used to strengthen the analysis through theories of contract law, default, alternative dispute resolution, and the concept of benefit in Islamic law, which allows for a normative-ethical evaluation of mediation-based restructuring practices (Ibrahim, 2006).

The data sources for this research consist of primary, secondary, and tertiary legal materials. Primary legal materials include regulations and legally binding documents, including the Civil Code (KUHPerdata) as the legal basis for contracts and default; POJK No. 14/POJK.05/2020 concerning financing restructuring policies for debtors affected by

Covid-19; and PERMA No. 1 of 2016 as the procedural basis for mediation obligations in civil cases. Secondary legal materials include books, journal articles, previous research results, and scientific literature discussing consumer financing, restructuring, and the theory of maslahah mursalah as a conceptual foundation (Marzuki, 2017). Tertiary legal materials include legal dictionaries, encyclopedias, and other reference sources that support the explanation of terms and the affirmation of concepts in the research (Soekanto & Mamudji, 2001).

Data collection techniques were conducted through library research, which involved inventorying, classifying, and reviewing relevant primary and secondary legal materials. Literature research was used because normative research emphasizes exploring legal rules, doctrines, and expert opinions as the basis for developing systematic legal arguments (Marzuki, 2017). After data collection, all legal materials were selected based on their relevance to the issues of financing restructuring, default in motorcycle sales agreements, and mediation mechanisms as an alternative dispute resolution.

Data analysis was conducted using qualitative juridical analysis, namely interpreting legal materials in depth to develop argumentative and prescriptive conclusions. The analysis stages were carried out through (1) norm identification, namely determining the legal basis for restructuring and mediation; (2) legal interpretation and construction, namely interpreting provisions and relating them to issues of default in financing practices; and (3) drawing conclusions, by developing legal arguments regarding the effectiveness of mediation-based restructuring as a dispute resolution solution (Ibrahim, 2006). Furthermore, to strengthen the ethical-normative dimension, this study also applied an analysis based on the maslahah mursalah perspective, namely assessing whether restructuring and mediation bring rational benefits, protect the interests of the parties, and prevent broader harm in society (Zein, 2005).

With this methodological design, this study is expected to produce a more comprehensive understanding of financing restructuring as a default resolution policy, while also clarifying the urgency of mediation as a dialogical approach that is just from a positive legal perspective and the value of public interest.

3. RESULT AND ANALYSIS

Overview of Default in Motorcycle Financing

Default in motorcycle financing is a relatively common phenomenon due to the nature of consumer financing, which relies on the debtor's continuous income. In practice, the financing agreement places the debtor under an obligation to pay installments periodically according to a predetermined schedule, while the creditor (financing institution) is obligated to provide financing facilities and manage credit risk professionally. From a contractual law perspective, default is understood as the failure to fulfill agreed performance, whether due to delay, negligence, or total failure to fulfill obligations (Subekti, 2001). Therefore, default is not merely an administrative matter but also has implications for the legitimacy of legal action that can be taken by the creditor, including demands for performance, compensation, and dispute resolution through alternative mechanisms.

The most common forms of default in motorcycle financing generally fall into three main patterns. First, late installment payments, where the debtor continues to pay installments but not on schedule, incurring fines or additional fees. Second, recurring arrears, where the debtor makes payments but frequently exceeds the tolerance limit, causing the accumulated arrears to grow and potentially become problematic financing. Third, total default, where the debtor stops making payments altogether for a certain period, ultimately prompting the creditor to resort to intensive collection measures or legal settlement (Fuady, 2013). These variations in default demonstrate that financing problems do not always occur in extreme forms, but often begin with mild symptoms such as late payments, which then develop into systematic arrears.

In terms of causes, economic factors are the most dominant determinant in triggering motorcycle financing defaults. When household income decreases due to layoffs, decreased business turnover, or other economic pressures, the debtor's ability to maintain consistent installment payments is disrupted. This situation became even more pronounced during the Covid-19 pandemic, which created an economic shock and forced many debtors to shift their priorities from household needs to primary needs, so that vehicle installments were no longer a top priority (Financial Services Authority, 2020). In addition to economic factors, there are also non-economic force majeure factors, such as illness, family calamities, or local disasters, that hinder repayment capacity. Furthermore, consumer behavior also contributes when financing decisions are not balanced with long-term financial capacity calculations, making contracts vulnerable to default (Kotler & Keller, 2016).

Within the legal framework of obligations, default plays a crucial role because it provides the legitimate basis for creditors to demand fulfillment of obligations or take settlement actions according to the mechanisms agreed upon in the contract. Default essentially confirms a violation of contractual norms, resulting in the debtor's obligation to pay damages, fulfill obligations, or undergo a restructuring of the payment scheme through a new agreement (Subekti, 2001). At this point, the balance of rights and obligations becomes a crucial issue: creditors are concerned with maintaining business continuity and controlling risk, while debtors are vulnerable when economic insolvency forces them to bear fines and subsequent consequences. The relevance of default in the context of financing can also be understood through case-based research on Islamic financial transactions, which emphasizes that negligence in fulfilling obligations (default) must be assessed objectively, including considering the causes and effects and a fair settlement approach in accordance with applicable normative principles (Siregar & Sativa, 2023).

The impact of default in motorcycle financing is not only detrimental to one party, but also has a dual effect on both creditors and debtors. From the perspective of the financing institution, default increases the risk of problematic financing, which can disrupt liquidity, increase collection costs, and reduce the stability of the business portfolio, necessitating mitigation strategies such as restructuring or mediation. Meanwhile, for debtors, default can cause financial pressure through fines, social stigma due to debt collection, and the risk of losing vehicles often used for work or family needs (Fuady, 2013). Therefore, this overview of default demonstrates that the research problem is not merely theoretical, but rather real and relevant, touching on legal, economic, and social interests simultaneously, thus demanding a more proportional and equitable resolution approach.

Forms of Restructuring in Motorcycle Financing and Their Implementation Mechanisms

Financing restructuring in the context of motorcycle financing is a risk mitigation instrument used to respond to debtors experiencing payment difficulties, particularly when there is a temporary or persistent decline in financial capacity. Restructuring policies in financial institutions are essentially aimed at reducing problem financing levels, maintaining contract continuity, and preventing disputes that could lead to aggressive collection actions or litigation (Financial Services Authority, 2020). Within the framework of contract law, restructuring is understood as the process of adjusting the terms of an agreement based on mutual agreement between the parties, ensuring that the changes remain legally sound and do not conflict with the principle of freedom of contract (Subekti, 2001). Therefore, restructuring is not the elimination of obligations, but rather a restructuring of the method of fulfilling obligations to make them more realistic, within the debtor's capabilities, while still protecting the interests of creditors.

The most common form of restructuring is:

1. Rescheduling, which involves rescheduling installment payments by extending the tenor or rearranging the payment schedule to make installments more manageable. Rescheduling is performed when the debtor still has the capacity to pay but needs more time to stabilize payments and prevent recurring arrears. Technically, rescheduling can involve extending the installment period, changing the payment due date, or granting a grace period in accordance with the financing company's policy (Kasmir, 2016). The advantage of rescheduling lies in its ability to maintain contract continuity without significantly changing the substance of the obligations, making it easier to implement and relatively safe for the financing institution. However, its limitation is the potential for increased total costs to be borne by the debtor due to the tenor extension. Therefore, under certain circumstances, rescheduling merely postpones the problem if the root cause of the debtor's difficulties is not comprehensively addressed.
2. Reconditioning, which involves adjusting financing terms, including changes to fines, margins/interest, payment schemes, or adjustments to certain administrative policies to enable the debtor to continue making payments. Reconditioning is generally used when a debtor's difficulties are not solely due to temporary delays, but also due to accumulating additional burdens, such as late fees or administrative fees, necessitating specific adjustments to normalize payments (Financial Services Authority, 2020). The advantage of reconditioning is its flexibility in rearranging burdensome financing elements, thereby increasing the chances of consistent fulfillment of obligations. However, its drawbacks can arise from the creditor's perspective, as adjusting fines or interest can reduce potential income and require caution to avoid violating prudential principles and creating moral hazard for debtors with poor faith (Kasmir, 2016).
3. Restructuring, which involves a broader restructuring of the debtor's obligations, including consolidating arrears into a new installment scheme, adjusting the principal amount, or establishing a new, agreed-upon payment pattern. Restructuring is typically undertaken in financing situations that have fallen into the problematic category and require contract redesign to allow the debtor to still have the opportunity to fulfill their obligations without having to terminate the agreement or lose the financing object. Legally, this form of restructuring must still be based on an agreement between the parties as outlined in an addendum or new agreement, so that its legal standing is

binding and can serve as a basis for settlement if further disputes arise (Marzuki, 2017). The advantage of restructuring lies in its effectiveness in recovering problematic financing more systematically, but its limitations are a more complex process, requiring a strict feasibility assessment, and requiring strong negotiation assistance because it involves changes in the substance of obligations.

In its implementation, determining the ideal form of restructuring must consider fairness and proportionality to avoid burdening either party. Fair restructuring does not mean eliminating the debtor's obligations, but rather ensuring that the new scheme remains realistically feasible, while creditors retain reasonable and measurable payment certainty. Proportionality can be seen from the alignment between the debtor's repayment capacity and the stipulated amount of obligations, transparency in cost calculations, and the debtor's involvement in the negotiation process without unilateral pressure (Financial Services Authority, 2020). Therefore, rescheduling, reconditioning, and restructuring cannot be understood as a single policy package for all cases, but rather as instruments that must be selected situationally based on the level of risk, the debtor's economic condition, and the principle of balance in contract law. This framework makes the results of restructuring discussions more concrete and structured, while also demonstrating their urgency as a solution to resolve defaults oriented toward contract sustainability.

Analysis of the Maslahah Mursalah Perspective on Mediation-Based Restructuring

The maslahah mursalah perspective provides a normative-ethical framework for assessing whether a dispute resolution policy or practice brings tangible benefits and prevents harm in social life. In the ushul fiqh tradition, maslahah is understood as anything that supports the realization of goodness and the protection of basic human needs, while mursalah indicates that such benefits are not explicitly stated in specific texts but are acceptable as long as they align with the objectives of sharia (maqasid al-shariah) (Al-Ghazali, 1993). In the context of motorcycle financing, the use of maslahah mursalah is relevant because financing agreements not only have a contractual legal dimension but also touch on the socio-economic aspects of the debtor's family, the stability of the financing institution, and social order in resolving conflicts peacefully. Therefore, mediation-based restructuring can be seen as a practical effort to combine legal certainty with the principle of benefit.

Financing restructuring carried out through a mediation mechanism is essentially an effort to bring about benefits through the principle of jalb al-mashalih (bringing benefits) while simultaneously implementing the principle of dar'u al-mafasid (preventing damage/harm). In practice, restructuring provides room for debtors to continue fulfilling their obligations without falling into an unrealistic payment burden, while creditors still obtain certainty of repayment that is more measurable than if the dispute resulted in total payment failure. On the other hand, mediation provides a dialogue channel that allows the parties to agree on a new, proportional payment scheme, so that the conflict does not develop into a prolonged dispute. This type of resolution model demonstrates that benefits are not only measured by the final result of repayment, but also by the process that maintains dignity and prevents wider social harm (Hallaq, 2009).

From a family economic protection perspective, mediation-based restructuring has strategic value because it prevents a domino effect that could disrupt the resilience of a debtor's household. In many cases, a motorcycle is not simply a consumer item, but a productive asset used for work, commerce, or family mobility. When default occurs and resolution is pursued through unilateral action, such as vehicle repossession, the debtor's family potentially loses access to income sources and subsequently experiences a significant decline in their quality of life. From a maslahah perspective, a resolution that prevents the debtor from losing productive assets without eliminating their obligation to pay is a rational form of benefit and aligns with the goals of preserving assets (hifz al-mal) while maintaining social sustainability (Ibn Ashur, 2006). Therefore, restructuring is not merely a matter of tolerance, but rather a balancing instrument to ensure that the resolution favors the family's economic sustainability and the stability of the parties' relationships.

At the same time, restructuring can also be considered maslahah because it prevents systemic losses that harm creditors and the wider community. When problem financing increases and resolution is pursued through confrontational means, financial institutions can experience liquidity pressures, high collection operational costs, and an increase in non-performing loans. This impact is not only an internal institutional issue but can also impact the stability of the financing industry and public trust in financial services. Therefore, restructuring through mediation is a restorative solution that simultaneously mitigates the potential for economic and social damage. This argument aligns with studies confirming that the maslahah theory in Islamic economic cases in Indonesia has been used judicially to ensure that decisions and dispute resolutions remain focused on protecting the public interest and benefiting the parties, rather than simply relying on a formal legal approach (Rokan et al., 2025).

Furthermore, mediation can be positioned as a form of deliberation that aligns with the values of social welfare, as its principles emphasize dialogue, voluntary agreements, and non-destructive resolutions. In financing practice, mediation helps parties establish a "middle ground" between contractual strictures and the realities of economic capacity, resulting in a more humane and socially acceptable resolution. The restorative nature of mediation also supports greater compliance, as agreements emerge from a mutually understood negotiation process, rather than unilateral coercion. Thus, the maslahah mursalah perspective strengthens the conclusion that mediation-based restructuring is not only compatible with positive law but also represents a dispute resolution that aligns with the ethics of social justice in Islam. The analytical implication is that the Islamic theory in this study goes beyond normative formulations and directly examines the practice of financial settlement as an effort to maintain a balance of rights, family economic sustainability, and social stability.

4. CONCLUSION

Based on the research results, it can be concluded that default in motorcycle financing is a problem that arises from a mismatch between the debtor's contractual obligations and actual economic capacity, whether due to decreased income, emergencies, or other socio-economic pressures. Default, which initially manifests as late payments, can develop into repeated arrears and even total default, creating risks for the financing institution and vulnerabilities for the debtor, especially when the financing object is the family's primary means of productivity. Therefore, resolving default cannot be done through confrontation alone; it requires a mechanism capable of balancing the interests of all parties.

Financing restructuring has proven to be a relevant settlement instrument because it allows for adjustments to obligations based on the debtor's actual circumstances without eliminating creditor rights. Forms of restructuring, such as rescheduling, reconditioning, and restructuring, have different but complementary functions: rescheduling effectively reduces the installment burden by adjusting the schedule, reconditioning provides flexibility in changing burdensome terms, while restructuring is the most comprehensive option for restructuring the obligation structure when financing has entered the problematic category. The effectiveness of restructuring will increase if it is implemented selectively, transparently, and proportionally, so as not to create new burdens that could perpetuate the problem.

Mediation plays a strategic role as a dialogue platform that guides the resolution of defaults peacefully, expeditiously, and toward a consensus. Through mediation, restructuring becomes not merely an administrative policy, but a solution born from deliberation, understanding, and the good faith of the parties. The combination of restructuring and mediation produces more stable outcomes because the new agreements formed tend to be more realistic to implement, while reducing the potential for conflict that could lead to lengthy legal action.

From a maslahah mursalah perspective, mediation-based restructuring can be considered a resolution mechanism that provides benefits and prevents broader losses. This model protects the economic sustainability of the debtor's family by creating room for recovery of payments without the loss of productive assets, while simultaneously safeguarding the interests of the financing institution through the certainty of measurable repayment. Thus, restructuring through mediation not only aligns with positive legal principles but also reflects a restorative, humane, and socially just resolution. This research confirms that the dialogic-restorative approach is worthy of consideration as a more effective model for resolving financing disputes in contemporary legal practice.

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