



Justice in Joint Liability Burden Sharing for Compliant Borrowers: An Islamic Economic Law Analysis of Microfinance Practices

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ARTICLE INFO	ABSTRACT
Keywords: Joint liability; Islamic economic law; Distributive justice; Compliant borrowers; Microfinance; Property protection	Joint-liability group finance can sustain collective installment payments while transferring another borrower's arrears to members who have already repaid their own obligations. This study examines how such costs were allocated to disciplined borrowers at PT Amartha Mikro Fintek in Tanjung Senang, Bandar Lampung, and interprets the practice through Islamic economic law. The research used a descriptive-analytical qualitative field approach involving interviews with one Business Manager and six disciplined borrowers from three groups comprising 63 members, supported by observation, financing documentation, and legal literature. All six borrower informants reported contributing personal funds toward others' missed installments. Their contributions varied across episodes and were shared equally among the members covering a particular shortfall. Borrowers described redirecting money from household needs or business inventory and experiencing additional social demands. The reviewed Special Terms of Funding Agreement did not itself specify group liability, although informants described receiving an initial oral explanation. Read through distributive justice, informed consent, al-'adl, ta'awun, al-qarar yuzāl, and ḥifẓ al-māl, the evidence raises questions about proportional burden allocation and the recovery of advances without establishing that joint liability is inherently unlawful. The study argues for clearer disclosure, reasonable limits, consideration of default circumstances, and transparent reimbursement procedures. Its conclusions are limited to the experiences documented in this qualitative case.
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INTRODUCTION

Microfinance group lending permits borrowers with limited conventional collateral to obtain financing through collective responsibility, but its repayment advantages raise a distributive question. Under joint liability, a borrower who has paid their own installment may still be asked to cover another member's arrears. The lender's immediate collection objective and the group's continuing access to finance do not, by themselves, establish whether this additional obligation is fairly allocated. Economic models explain how joint liability can distribute default risk and how correlated shocks may weaken its insurance function (Ahlin & Debrah, 2022; Krause, 2025). Empirical studies identify repayment incentives, repayment behavior, and the social costs of monitoring and sanctions (Cornée & Masclet, 2022; Sahan & Phimister, 2023; Yussof et al., 2025; Wang & Qi, 2025a). This article examines the fairness of the cost borne by a borrower who has already met their own payment obligation, an outcome that cannot be inferred from group repayment alone.

This issue arose in the group-financing practices described at PT Amartha Mikro Fintek in Tanjung Senang, Bandar Lampung, Indonesia. The field material identified three groups, Pemuka 003, Cermai 14, and Cemara 16, comprising 63 borrowers classified in that material as 40 disciplined and 23 non-disciplined. Six purposively selected disciplined borrowers described paying additional amounts when other members missed weekly installments. Members used the AmarthaFin

application, including its Poket feature, and continued to meet as groups to discuss repayment obligations. When a shortfall arose, the members who contributed divided the amount equally, even though the number contributing varied from one episode to another. Accordingly, the empirical concern is not the mere existence of a group rule but how its implementation affected members already current on their own installments.

Equal nominal contributions may not represent equal sacrifices. A payment of the same amount can constrain a borrower who depends on small and frequently replenished inventories more than someone with greater available cash, although the present interviews did not measure such differences independently. Research on microcredit and borrower welfare cautions against assuming that access to finance necessarily translates into household gains (Amanor et al., 2023; Malki et al., 2024; Jensen & Naveed, 2025). Work on women's saving groups likewise underscores the relevance of identifying arrears, tracking loans, and managing repayment risk (Bonin et al., 2024; Nakato, 2024). Client protection research further demonstrates that the institution's financial and social objectives should be assessed separately (Hossain et al., 2025). These distinctions warrant examination of the incidence and reversibility of additional payments, not only whether the group's weekly installment was collected.

Islamic economic law is employed here as a normative evaluative framework, not as a claim that the examined financing product was formally certified as Sharia-compliant. The relevant principles are al-'adl (justice), ta'awun (mutual assistance), antaradin (informed and voluntary agreement), al-darar yuzal (harm should be removed), and hifz al-mal (protection of property) (Mardani, 2015a, 2015b; Soemitra, 2019). Their application requires distinguishing assistance knowingly undertaken from an additional burden whose amount, duration, or recovery arrangements may not be understood. Distributive justice directs attention to appropriate grounds for allocating a burden; corrective justice directs attention to restoration after one person advances funds for another. Rawls's justice as fairness offers a supplementary concern for persons made vulnerable by a rule, but it is used here as an interpretive analogy, not as a direct legal test for a private finance agreement (Falah, 2021). Contemporary scholarship on financial inclusion and Islamic fintech also treats customer protection and responsible governance as concerns distinct from technological reach (Alshater et al., 2022; Muryanto et al., 2022; Alsmadi, 2025; Alsaghir, 2025; Mohamed & Otake, 2025).

Prior international research has made substantial progress in explaining joint-liability repayment, while leaving several individual-level normative questions open. El Fakir et al. (2024) study kinship and social ties in micro-group default, and Adbi et al. (2024) find evidence consistent with default spillovers through formal and informal community links during a crisis. Wang and Qi (2025a, 2025b) explain why debt enforcement can erode the social capital on which lending relationships depend. Research on institutional financial performance and sustainability, in turn, evaluates the tension between economic viability and social outcomes, including shocks to efficiency (Kumar & Asmare, 2024; Singh, 2024; Annan et al., 2024; Zheng & Zhang, 2021). Hossain et al. (2025) extend this discussion by examining client-protection practices across microfinance institutions. Together, these studies justify attention to the costs of joint liability, but neither their models nor their institution-level evidence determines whether a particular compliant borrower can reasonably anticipate, bear, and recover an advance paid for someone else.

Related Indonesian research discusses tanggung renteng as a mechanism for addressing default (Widowati & Budhisulistiyawati, 2018) and group-loan challenges associated with women's empowerment (Prastyaningtyas et al., 2022) and Islamic legal principles in troubled financing (Aurellia & Nisa, 2024). Other studies consider profit-sharing justice (Mustika et al., 2024), syndicated financing (Amadeo, 2025), legal certainty (Satiadharmanto et al., 2025), and unsecured financing (Efendi & Swadjaja, 2025). Recent literature on Islamic microfinance in Indonesia focuses largely on institutional sustainability, inclusion, and social performance (Puteri et al., 2022; Riwu Kore et al., 2024; Yusgiantoro et al., 2024; Wulandari & Sukmana, 2026). Meanwhile, analyses of

Indonesian fintech law focus on platform governance and regulatory or contractual risks (Tan, 2023; Yuspin et al., 2024; Karimah et al., 2026). These bodies of work are relevant but differ in the actor and question examined. The present article focuses narrowly on the compliant borrower who contributes to another person's arrears and on what counts as adequate protection for that borrower.

The study asks two questions: how were joint-liability shortfalls distributed among disciplined borrowers in the three observed groups, and how may the documented arrangement be assessed under Islamic economic law? It examines interview accounts, reported payment episodes, and the specific funding document available in the field material. The empirical contribution is a bounded account of how supplementary installments were distributed and experienced by six purposively selected borrowers. Its conceptual contribution is a four-part assessment of fair burden sharing encompassing informed exposure, proportional allocation, safeguards against avoidable hardship, and restitution or recourse. That assessment is proposed as a way to organize the legal-ethical questions raised by the case, not as a tested prediction of repayment behavior. The study does not purport to establish the validity of all Amarta contracts or the experiences of its wider borrower population

METHOD

Research Design and Setting

A qualitative field-study design with a descriptive-analytical orientation was used because the inquiry concerned how members experienced additional repayment obligations and how those experiences might be interpreted under Islamic economic law. The site was group financing associated with PT Amarta Mikro Fintek in Tanjung Senang, Bandar Lampung, Indonesia, specifically the Pemuka 003, Cermai 14, and Cemara 16 groups. The available research record does not specify the dates of data collection; no period is inferred here. The study assesses documented practices in these three groups rather than the financing provider's operations nationally.

Participants and Sources of Evidence

The three groups comprised 63 borrowers, including 40 categorized in the field material as disciplined and 23 as non-disciplined. The manuscript used 'disciplined' to describe borrowers who paid their personal installments in the agreed amount and on schedule, while the exact operational criteria used to classify all 63 members were not reported. Purposive selection yielded seven informants: a Business Manager familiar with the scheme and six disciplined borrowers who had personally contributed toward others' missed installments, two drawn from each group. The six borrower participants therefore represented direct-experience cases rather than a random sample of the 40 disciplined members. Interviews, observations, and available financing documentation constituted the primary evidence; relevant legal and scholarly works were used for interpretation. The study did not include separate interviews with members classified as non-disciplined.

Data Collection and Analytical Procedure

The reported interviews concerned the mechanism of joint liability, additional-payment amounts and frequency, experiences of financial and social strain, and perceptions of allocation fairness. Interviews were described as structured in the original methods account; the study does not provide a full interview guide or establish a separate instrument-validation procedure. Observational and documentary evidence was considered with the interview accounts, including one Special Terms of Funding Agreement, No. 10842145. The recorded analytical procedure consisted of checking and selecting information (editing), organizing it by the research focus, and interpreting it against Islamic economic law. Interview statements were compared with the described payment practices and the inspected document where relevant. The available description does not establish transcript coding, intercoder reliability, formal saturation, or independent financial auditing, and none of those procedures is claimed here. Legal analysis separated (a) descriptions of the actual

practice, (b) ethical interpretation under Islamic economic law, and (c) questions about contractual enforceability that cannot be resolved without the full agreement set.

RESULTS AND DISCUSSION

Group Payment Arrangements

Across the three groups, scheduled installments were paid weekly through Amarthafin, including the Poket feature. Group meetings were also used to discuss payment obligations and difficulties. The Business Manager characterized joint liability as a shared commitment to reminder and monitoring activities. The participating borrowers nevertheless described occasions when members who had already paid their own installments supplied extra personal funds to meet outstanding obligations of other group members. The available accounts indicate an equal split among those who paid a particular shortfall, not necessarily among all members in the group. This distinction matters because the number of contributors differed across the reported episodes.

Frequency and Amounts Reported by Disciplined Borrowers

Each of the six disciplined-borrower informants reported at least one contribution toward another member's unpaid installment. N1 and N2 each reported one payment of IDR 39,285. N3 and N4 each reported three payment episodes with reported amounts of IDR 61,878.57, IDR 91,938.46, and IDR 39,920; N5 and N6 each reported two episodes involving IDR 31,326.32 and IDR 49,988.24. Table 1 reproduces these episode-level amounts as recorded in the source material. The identical sequences reported for paired informants should not be read as evidence of independent arrears events, because the source does not specify whether they contributed to the same group shortfalls. Neither the six respondents' figures nor the group examples establish the frequency or average burden across all 63 borrowers.

Table 1. Reported contributions toward other borrowers' unpaid installments

Informant	Reported occasions	Amount(s) reported for the respective episodes (IDR)
N1	1	39,285
N2	1	39,285
N3	3	61,878.57; 91,938.46; 39,920
N4	3	61,878.57; 91,938.46; 39,920
N5	2	31,326.32; 49,988.24
N6	2	31,326.32; 49,988.24

Illustrative Group-Level Allocation

One illustration concerned an 18-member group where three members did not pay and the reported shortfall was IDR 1,195,200. The source recorded 13 members sharing that shortfall, yielding IDR 91,938.46 per contributor when calculated from the stated total. Although 18 minus three equals 15, the material does not explain why only 13 members were counted as contributors in this episode. In a subsequent weekly episode, a shortfall of IDR 598,800 was spread among 15 contributing members, yielding IDR 39,920 per member. Table 2 reports the observations without imputing motives, exemptions, or participant identities. These episodes show that a formally equal division can yield different individual liabilities according to both the unpaid total and the number of members contributing.

Table 2. Illustrative allocation of two weekly installment shortfalls

Reported episode	Unpaid installment total	Contributing members	Share per contributor
First recorded episode	IDR 1,195,200	13	IDR 91,938.46 (computed)
Following weekly episode	IDR 598,800	15	IDR 39,920

Reported Financial and Social Consequences

Participants described supplementary installments as money taken from funds already planned for their own repayment, household expenditure, or microbusiness needs. As one

interviewee stated in the original Indonesian, 'Angsuran sendiri aja mati-matian dikumpulin untuk nyiapin tiap minggu, kalau ada anggota yang gak bayar kita ikut nutup juga, jadi uang buat kebutuhan lain kurang' (translated: 'It is already very difficult to put together our own weekly installment; when another member does not pay, we have to cover it too, so less money remains for other needs'). Another borrower described having less money to replenish goods for sale after contributing to group arrears. Accounts also mentioned time spent contacting members in arrears and feelings of frustration or discomfort. These are observations of cash-allocation pressure and social experience; the material does not provide independently measured changes in income, sales, inventory, or household welfare.

Contractual Disclosure and Remedial Arrangements

Interviewees reported an initial verbal explanation of the group-responsibility arrangement. However, the reviewed Special Terms of Funding Agreement, No. 10842145, contained financing amount, profit-sharing, installment, purpose, and duration provisions but no description of joint liability within that particular document. The fact that this specific document did not contain such a clause neither excludes the possibility of additional contractual documents nor determines whether informed consent was legally valid. The material also did not describe a definite schedule, ledger, or contractual route for refunding payments advanced by disciplined members. Accordingly, the finding is a gap in the documentary and interview evidence available for this study, not proof that no reimbursement arrangements existed anywhere in the program.

Table 3. Empirical evidence and scope of interpretation

Dimension	Reported evidence	Interpretive scope
Allocation	Equal contributions among members who covered each shortfall	Nominal equality; proportional fairness cannot be established from amounts alone
Financial use	Personal funds redirected from household or business expenses	Reported cash-allocation pressure; no independent income-effect estimate
Social consequences	Time spent contacting members; frustration and discomfort	Reported experience, not a causal group-level estimate
Contract	Group liability absent from one Special Terms agreement; oral explanation reported	Document-specific discrepancy; no finding about all agreements
Remedies	No clearly described reimbursement pathway in reviewed field material	Limited evidence about the recovery mechanism

Discussion

The first analytical distinction is between numerical equality and justified allocation. Equal shares may reduce the complexity of weekly collection, but they do not account for differences in members' capacity, repayment history, prior advances, or responsibility for the arrears. A distributive-justice analysis therefore asks what features are relevant to assigning the extra burden, not whether the arithmetic divides the total correctly (Mardani, 2015a; Munadar, 2022). This also fits the Islamic ethical requirement of al-'adl, although the field evidence cannot determine each participant's ability to contribute or prove that every equal division was unjust. The welfare literature indicates why nominally similar microcredit obligations can have different implications for borrowers (Amanor et al., 2023; Malki et al., 2024). The case illustrates a mismatch between a uniform collection rule and information needed for a proportionality assessment; it does not quantify the extent of inequality.

A second issue concerns the difference between sharing default risk and transferring an unrecovered debt. Joint liability may serve as a form of mutual insurance, but such insurance does not automatically specify whether payments are gifts, temporary advances, or enforceable claims for reimbursement (Ahlin & Debrah, 2022; Krause, 2025). The reported repetitions for N3 and N4 show how the same borrower can face exposure across multiple weekly events, although the source does not establish a long-run pattern for their entire groups. Corrective justice asks what happens after a non-defaulting borrower supplies funds for another person's obligation. The present material did

not disclose a definite reimbursement arrangement; it also does not establish the legal classification of those transfers as qard, kafalah, or another contractual obligation. Any recommendation for recourse is therefore an institutional design proposal rather than a finding that a particular contractual right has already been breached.

The third issue is the opportunity cost of funds redirected from consumption or working capital. Borrowers' accounts refer to reduced money available for household needs and replenishing merchandise, not audited losses or measured reductions in profit. Protection of property (hifz al-mal) is relevant because both the group's access to finance and each member's control over limited resources deserve consideration (Karim & Sahron, 2015; Maulina et al., 2023). Comparative research warns against treating an institution's financial performance as a proxy for the social consequences experienced by its clients (Kumar & Asmare, 2024; Singh, 2024; Bhayana & Sharma, 2025). The participants' descriptions support an inference of perceived short-term liquidity pressure, not a claim that joint liability caused income decline. Accordingly, a protective rule should address unexpected exposure while retaining scope for voluntary assistance.

The fourth issue is the dual function of social ties. Reminders and mutual monitoring may strengthen repayment discipline, yet relations among participants can also become the means through which financial pressure is transmitted (Cornée & Masclet, 2022; Sahan & Phimister, 2023). El Fakir et al. (2024) document the relevance of social links to group default; Adbi et al. (2024) identify community-level pathways of repayment difficulty in a different crisis context. Wang and Qi (2025a, 2025b) further model situations in which the enforcement of joint liability weakens the social capital underpinning the arrangement. Frustration and additional coordination reported in Bandar Lampung are compatible with such concerns but do not demonstrate the causal process identified in those studies. Under ta'awun and takaful, solidarity should involve reciprocal protection rather than only a demand that those who are current cover arrears. This normative distinction does not deny that mutual assistance can also have benefits for members facing genuine hardship.

The fifth issue is whether agreement to join a group establishes informed acceptance of every subsequent financial exposure. Participants recalled initial oral explanations, whereas the particular Special Terms document reviewed did not state group-liability provisions. Neither fact resolves the legal force of the complete contractual relationship, which was not available for review. A substantive reading of antaradin requires information about the conditions triggering payment, how the contributing members are selected, the potential scale of contributions, and how any reimbursement is handled (Khalid, 2018; Mardani, 2015b). Indonesian scholarship on fintech regulation addresses contract governance and the allocation of consumer risk (Muryanto et al., 2022; Tan, 2023; Yuspin et al., 2024). OJK Regulation No. 40 of 2024 provides a contemporary regulatory frame for technology-based collective funding, but the dates of the field episodes were not specified, so compliance with this instrument at the time of those events cannot be assessed (Otoritas Jasa Keuangan, 2024). The justified conclusion is a need for clearer disclosures and more complete agreement analysis, not a determination that the observed document rendered the entire relationship unlawful.

The normative standpoint must also be separated from the provider's regulatory identity. An OJK list from 2021 described PT Amarta Mikro Fintek as a conventional fintech-lending provider; Islamic legal values are thus applied in this study as an ethical and analytical comparison rather than as an assertion that the platform offered an Islamic-finance contract (Otoritas Jasa Keuangan, 2021). This avoids conflating principles such as al-'adl and hifz al-mal with a claim that specific Sharia product certification, contract formation, or supervisory duties were established in the case. Research on Islamic-finance regulatory risk shows the value of separating the legal structure of an instrument from normative aims (Karimah et al., 2026; Mohamed & Elgammal, 2023). Likewise, the reported business and family difficulties of some members in arrears do not distinguish inability to pay from deliberate non-payment in individual cases. The rule al-darar yuzal instead supplies a reason to consider avoidable injury to both contributors and debtors when designing a response. A

case-by-case review of a shortfall is a proposed safeguard; this study did not test its costs or its effects on collection.

The theoretical contribution is best understood as a borrower-centered synthesis rather than a newly validated theory of microfinance. Aristotle's distributive perspective helps distinguish equal division from proportional responsibility, while corrective justice focuses on a route to restoration when a member pays for another. Rawls's justice as fairness adds a limited procedural sensitivity to parties whose interests could be overlooked by a uniform rule, although his account addresses the basic structure of society rather than automatically governing this private agreement (Falah, 2021). Islamic concepts provide more directly relevant questions concerning informed agreement, protection from avoidable harm, mutual help, and safeguarding property. Earlier Indonesian research has principally examined defaults, contractual fairness, and institutional arrangements (Aurellia & Nisa, 2024; Mustika et al., 2024; Efendi & Swadjaja, 2025), while international work has emphasized institutional performance, social networks, and client protection (Hossain et al., 2025; Puteri et al., 2022; Riwu Kore et al., 2024). Bringing those strands to bear on six accounts identifies four questions for any similar scheme: Was exposure understood, was the obligation apportioned on defensible grounds, was avoidable hardship considered, and could an advance be recovered? These are evaluative dimensions suggested by the case, not an empirical index with established reliability.

Table 4. Proposed borrower-centered fairness assessment derived from the case

Normative question	Evidence available in this case	Proposed safeguard (not tested)
Was the exposure understood?	Verbal introduction reported; no group-liability term in the one Special Terms document	Explain triggers, eligible contributors, expected range, and the full agreement terms
Was burden allocation justified?	Reported equal split among those contributing; capacities were not documented	Record contributor selection and consider the event and ability to contribute
Was avoidable hardship considered?	Interview accounts of redirected household and inventory funds	Use reasonable exposure limits and an alternative response to repeated arrears
Could an advance be recovered?	No clear repayment pathway described in the material examined	Record third-party advances separately and specify a route for restitution

The proposed borrower-protection response follows the four questions summarized in Table 4. First, group terms can disclose who pays, under what conditions, and the extent of potential exposure. Second, the circumstances of a shortfall, the behavior of frontline lending personnel, and the capacity of potential contributors can be considered before assigning a contribution (Blanco-Oliver et al., 2024), without presuming that every instance of non-payment reflects unwillingness. Third, a reasonable limit or alternative resolution process can reduce repeated demands that may interfere with essential spending or working capital. Fourth, a separate record of third-party payments and a clear approach to restitution can distinguish the member's own installment from an advance made for another member. These design suggestions are consistent with research on client safeguards and financial and social performance (Hossain et al., 2025; Annan et al., 2024; Gunawan & Nurchasanah, 2024), but their feasibility and effectiveness have not been tested in the present case. Their value here lies in converting an abstract demand for fairness into conditions that can be assessed in later contract reviews and empirical studies.

CONCLUSIONS

The three observed groups used weekly digital installment payments and a collective mechanism under which members who had paid their own obligations could still be asked to cover others' arrears. All six purposively selected disciplined borrowers reported making such payments, and the illustrative episodes showed equal division among contributors even as the contributing count varied. Respondents associated the extra payments with reallocating household or business funds and with additional time and interpersonal demands. These observations describe

experienced constraints and cannot establish changes in income or the prevalence of the practice beyond the participants and episodes studied.

The analysis indicates that equal division of a shortfall is not sufficient evidence of fair risk allocation. Drawing on distributive and corrective justice, al-'adl, ta'awun, antaradin, al-darar yuzal, and hifz al-mal, the study proposes a four-dimensional assessment of borrower protection: disclosed exposure, justified distribution, protection against avoidable hardship, and an identifiable path for restitution. No categorical finding is made about the validity of the whole contractual relationship, the legal character of specific third-party payments, or the Sharia status of the provider. The argument is a contextual legal-ethical assessment grounded in interviews and a particular Special Terms document.

For financing practice, the findings support clearer information on joint-liability conditions, distinct records for personal installments and payments made for others, consideration of the circumstances causing arrears, limits on repeated exposure, and an articulated restitution process. The study's evidentiary limitations include purposive sampling of six compliant borrowers, one managerial perspective, the absence of interviews with borrowers in arrears, incomplete contractual coverage, and the lack of independently measured financial effects or a specified fieldwork period. Further work could test alternative sharing and reimbursement arrangements across more groups, include additional contractual and payment records, and follow borrowers over time. Such research could determine whether the proposed safeguards improve individual protection without compromising the financing arrangement's collective function.

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