

Contract On Online Lending Transaction Based On The Rules Of Lending Services Using Information Technology And *Maslahah Mursalah*

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Abstract:

Online loan transactions are borrow money borrowed transactions through an application and can be accessed by anyone and anywhere by utilizing information technology that is done online. However, online lending transactions cause various problems in their use. This is due to the unexplained agreement that the owner of the application inflict losses on the customer. The research was made aimed at knowing the mechanism of Agreement on online loan transactions when viewed from the Rules of Lending Services Using Information Technology and *Maslahah Mursalah* perspective. This research uses normative research methods with statue approach and conceptual approach. Analyze data by describing the data by word form and used to interpret and interpret the research result data. Based on Financial Services Authority regulations, the contracts contained in the online loans have largely fulfilled the rules listed in chapter IV of article 18 to 20 POJK number 77/POJK. 01/2016. However, the application owner does not explain the sanctions that will be given if the customer violates the agreement. Whereas based on *Maslahah Mursalah*, Must meet the 5 elements *maqashid* and do not violate the element. Other than that the parties shall be equally willing to meet the elements of *An-Taradin* or *Rida*.

Key Words: Contract, Online Lending, Online Transaction Law, *Maslahah Mursalah*.

Introduction

Today's technological era, humans are very difficult to separate from technological advances in their daily lives. The law also cannot be released from human lives aimed at maintaining their existence in the use of technology.¹ The change forced to change the pattern of people's lives from the time before the technology era, they have engaged with each other with a direct face-to-face, But all became different, when the technology evolved so rapidly.

The meaning of "business" is broader than "commerce", Because the scope of business activities is not just trading, But covers broader areas such as production, processing, distribution, trade/marketing, export, import, procurement of

¹ Edmon Makarim, *Kompilasi Hukum Telematika*.(Jakarta: Raja Grafindo Persada, 2003) Hal.VII

goods/services, labor recruitment, business consulting services, creditors, credit guarantees, insurance, cooperation Business, investment, mass media, property, etc. Business activities conducted using electronic media called Electronic Business (e-business), While the trade made using electronic media is called electronic commerce (e-commerce).²

Online Business and e-commerce are closely related to electronic transactions or can also be called with business transactions using electronic media. The definition of "business transaction" is broader than "payment transaction", As business transactions are related to seller and buyer's actions to conduct assessment, Negotiation, trading agreement until settlement of transactions in the form of payment by buyer and submission of transaction object by seller. . Electronic transactions must also be based on contracts/agreements with the form of conventional contracts or electronic contracts (e-contracts).

Allah said on Holly Quran, Surah Al Baqarah verse of 282 about how to make a good contract : *"O you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write [it] between you in justice. Let no scribe refuse to write as Allah has taught him. So let him write and let the one who has the obligation dictate. And let him fear Allah, his Lord, and not leave anything out of it. But if the one who has the obligation is of limited understanding or weak or unable to dictate himself, then let his guardian dictate in justice..."*³ Based on the verse can be that procedures for dealing with qard transactions or debt accounts receivable. One of the procedures for contracting which is explained by the verse is by writing the contents of the contract (akad). This is done so that the parties are aware of the content of the agreed an agreement.

The Romans (*Corpus Iuris Civilis*) formulate that the basic rule of law is to live appropriately, not harm others, and give others what it belongs to (*Juris pracepta sunt haec: honeste vivere, alterum non ledere, suum cique tribuere*).⁴ In addition to determining the laws or conditions, Also pay attention to the nature of these provisions. A specially made provision will always waive the general provisions (*Lex specialist Derogat legi generali*).⁵ Similarly, the law applicable to a treaty, such as special rules made in the agreement, Will overwrite general rules made outside the agreement.

Indonesia Lending and borrowing is regulated in the Civil Code. In the Civil Code article 1721 it is stated that: *"Lending and borrowing is an agreement by which one party gives to the other party a certain number of items and is used up on the condition that the latter will return the same amount of the same type of situation"* Other juridical rules governing online lending are contained in the Banking Law concerning Credit, Use of the term credit is also regulated in Law No. 10 of 1998 concerning amendments to Law No. 7 of 1992 concerning banking, which in article 1 number 11 states that: *"Credit is the provision of money or bills that can be equated with that, based on a loan agreement between the bank and another party that requires the borrower to repay the debt after a certain period of time with interest."*

² Cita Yustisia Serfiyani, R. Serfianto D. Purnomo dan Iswi Hariyani,, *Bisnis Online dan Transaksi Elektronik*, (Jakarta: PT Gramedia Pustaka Utama, 2013) hal. 9

³ Holly Qur'an, *Al-Baqarah*, 2:282

⁴ Prof. Dr. Donald Albert Rumokoy, SH., M.H. and Frans maramis, S.H., M.H., *Pengantar Ilmu Hukum*, (Jakarta: Rajawali Pers, 2014) . 144

⁵ Donald Albert dkk, *Pengantar Ilmu Hukum...*, . 147

The legal basis for information technology-based money lending services is contained in the Financial Services Authority Regulation Number 77 / POJK.01 / 2016 concerning Information Technology-Based Money Lending and Borrowing Services ("POJK 77/2016"). Information Technology Based Lending and Borrowing Service is the implementation of financial services to bring lenders and loan recipients together in order to enter into a loan and loan agreement in rupiah directly through an electronic system using the internet network.⁶ According to Article 3 paragraph (1) letter e Indonesia Bank Regulation Number 19/12 / PBI / 2017 of 2017 concerning the Implementation of Financial Technology ("POJK 19/2017") that application or information technology-based money lending services are one type of Financial Technology Implementation (Fintech) category Other Financial / Financial Services.⁷ Arrangements regarding contracts or agreements in Online Loans are also regulated in the Financial Services Authority Regulation Number 77 / POJK.01 / 2016 Year IV Chapter IV, article 20.⁸

Business activities conducted using electronic media called Electronic Business (e-business), While trading is done using electronic media called Electronic commerce (e-commerce).⁹ Online business and e-commerce are closely related to electronic transactions or can be called by business transactions using electronic media. The definition of "business transactions" is broader than "payment transactions", Because business transactions are related to seller and buyer's actions to conduct assessment, negotiation, trading agreements until settlement of transactions in the form of payment by buyer and submission of transaction object by seller. Electronic transactions must be based on contracts/agreements in the form of a conventional contract or electronic contract (e-contract).

Debt is something borrowed by a person or business entity with the form of material, money or service. The person who made the loan is called a debtor. Receivables in English: Accounts Receivable or AR, is one of the types of accounting transactions that bills the consumer's debt to a person, a company or an organisation for goods and services that have been provided to the consumer. The current debt-receivable transaction is not a taboo in the society. Because one of the ways society rotates their finances by means of debt-receivables. Nowadays, transactions of debt receivables or loan transactions have been widely made business by many people. A promising advantage makes a reason to be considered.¹⁰

Mashlahah Mursalah according to Al-Ghazali in the book of *al-Mustasyfa* said "Everything that has no evidence for him from Syara ' in the form of a certain Nash that cancels and no one is noticing."¹¹ While the essence of *Mashlah Mursalah* is: (1) It is a good thing in mind with consideration that can realize good or avoid the ugliness of human beings, (2) Both according to reason in harmony and in line with the purpose of Syara ' in establishing a law, (3) Both according to reason and in accordance with the

⁶Pasal 1 angka 3 POJK 77/2016

⁷Pasal 3 ayat (1) huruf e POJK 19/2017 jo. Pasal 2 ayat (1) POJK 77/2016

⁸ BAB IV Pasal 20 Peraturan Otoritas Jasa Keuangan Nomor 77/POJK.01/2016 Tahun 2016

⁹ Cita Yustisia Serfiyani, R. Serfianto D. Purnomo dan Iswi Hariyani,, *Bisnis Online dan Transaksi Elektronik*, (Jakarta: PT Gramedia Pustaka Utama, 2013) hal. 9

¹⁰<https://www.berwirausaha.net/2017/02/pengertian-hutang-piutang-dan-kaitannya.html/>, diakses tanggal 07 Oktober 2018 pukul 22.29 WIB.

¹¹ Prof. Dr. H. Amir Syarifuddin, *Ushul Fiqh Jilid 2*, (Jakarta: Kencana, 2014) . 377

purpose of Syara ' and there is no clue Syara ' specifically to reject it, and there is no clue of Syara ' that admit it.¹²

In the practice of Online lending, usually done using a loan application. This makes it easier for borrowers to make transactions. Agreements made in the online lending system use the type of standard agreement set by the organizer and lender. The agreement is deemed to facilitate and benefit both parties, Because the proposed warranties are very simple, for example Photos of National Identity Cards (*KTP* in Indonesia), Photos of Family Cards (*KK* in Indonesia) and some telephone numbers of debt guarantor¹³.

Behind the facilities offered, the standard agreement applied are actually inappropriate when the parties position becomes unbalanced. The most common problem with this agreement on online loans is the leaking of the contact information stored by others, then utilized by the fund owner and the owner of the application to drop the customer in debt collection. But the fact that the debt is not yet due, and there is no agreement between parties, it will be billed through such a way. Sanctions imposed by the organizer are not written in detail about the debt that is due. Therefore, a treaty will be valid when adhered to the principle of consensualism, which is agreed by both parties, and bind it to be a law. Violation of the principle of consensualism will result in the invalidity of an agreement or contract. In addition, in conducting a contract according to Tritel in the book H.P. Panggabean states that, there are two restrictions on the ability to conduct standard contracts, restrictions made to suppress abuse caused by the principle of freedom of contract, such as the use of the exoneration clause and the limitation of freedom of contract with reason for the public interest.¹⁴ This will harm the Contracting Party, as it is not fulfilled by the contractual principles that must be in it, and cause it to be incompatible with the purpose of Shara ' in determining the law. However, current online loans are much needed by the community because of the convenience offered as well as the minimum number of loans.

Research Method

The type of this research, that author use normative research. This type of research is normative legal research with the Normative Juridical approach, because in this study used ways of approaching the problem under study by reviewing in terms of applicable laws and regulations or examining existing library materials.¹⁵ Which researcher examines the Debt Agreement through the Application of Online Loans Based on The Rules of Lending Service Using Information Technology and *Maslahah Mursalah* Perspective.

Discussion

The Contract On Online Lending Transaction Based On The Rules Of Borrowing And Lending Services Based On Information Technology.

¹² Amir Syarifuddin, *Ushul Fiqh...*, 379

¹³ <https://www.liputan6.com/tekno/read/3686308/dampak-buruk-pinjaman-online-bikin-konsumen-trauma-hingga-ingin-bunuh-diri>, accessed on 21st March 2019, 09.29 West Indonesia Time

¹⁴ H.P Panggabean, *Praktik Standard Contract (Perjanjian Baku) Dan Perjanjian Kredit Perbankan*, (Bandung; PT Alumni, 2012) 24

¹⁵ Soerjini Soekanto dan Sri Mamudji, *Penelitian Hukum Normatif Suatu Tinjauan Singkat*, Cetakan Ke-11 (Jakarta: PT Raja Grafindo Jaya, 2009), 13-14

Borrowing and lending services based on information technology is a form of money-borrowing agreements, which has its own specificity because the objects are in cyberspace or virtual worlds. Lending services borrow technology based money is an agreement where one person ties himself to others to be able to provide money loans through the website of lenders (creditors) to borrowers. In the Civil Code of law, in article 1313 states that "a covenant is a deed by which one or more persons bind themselves to one or more persons." Based on the definition of the agreement as stipulated in the civil Law, the term agreement has several elements:¹⁶ (a) Deeds, (b) One or more persons against one or more people, (c) Cleave.

In addition to the elements that must be fulfilled, in a contract there must be a principle to be fulfilled. The principles are: (a) Freedom of contract¹⁷ is The principle of contractual freedom is one of the essential principles of Covenant law. This principle is a free human manifestation and human rights beam, (b) Binding Strength Contract (*pacta sunt servanda*) is a Latin term that has the meaning of agreement must be keep, or the agreement must be obeyed. "Any applicable agreement binds the parties to it and must be done by them in good faith".¹⁸ (c) The Principle of Consensualism is The principle of consensualism can be found in article 1320 of the Law of the Civil Code is expressly stated that for a legitimate agreement there must be an agreement between the parties, (d) The Principle of Good Faith (*Goeder Trouw*) is The goodwill of the contract differentiated between the precontractual good faith and the good faith on contract performance (goodwill) of contract¹⁹, (e) The Principle of Personality²⁰.

All elements and principles above, should be contained in the provisions of an online loan application that must be written by the organizer of online lending applications and has been governed by the regulation of the Financial Services Authority number 77/POJK. 01/2016 in chapters IV chapters 18 to 20. These terms, including terms of conditions, privacy policy, and risk Disclaimer. The terms and conditions are; (1) The information about application contain all information about the name of the application, online lending organizer, date established and some include the address and compliance with the applicable Indonesian law, (2) Terms of website and app users contains about, The user's responsibility for the application, user terms and age restriction are allowed to make the loan, (3) Terms of accessing websites and applications contains Approval of complying with the procedures made by the loan organizer and does not divulge any confidentiality on the application including keywords, passwords and verification codes. In this case there is a provision that the loan organizer has the right to close or terminate the account in case of inappropriate or suspicious transactions, (4) Terms of accessing third-party websites and apps contains If there are other applications linked to the application of the loan organizer then the loan organizer will not be responsible for the problems that will occur later on due to the loan transactions through a third party, (5) Terms of Internet Electronic Letter explained that the provider of the loan is not responsible for the message or letter sent by the loan

¹⁶ Ridwan Khairandy, *Hukum Kontrak Indonesia dalam Perspektif Perbandingan (Bagian Pertama)*, (Yogyakarta, FH UII Press, 2013), 66

¹⁷ Soedjono Dirjosisworo, *Kontrak Bisnis: Menurut Sistem Civil Law, Common Law, dan Praktek Dagang Internasional*, (Bandung: Mandar Maju, 2003). 69

¹⁸ Pasal 26 Vienna Convention on the Law of Treaties between States and International Organizations or between International Organizations (VCLT), ditandatangani di Vienna pada 21 Maret 1986

¹⁹ Ridwan Khairandy, *Hukum Kontrak Indonesia (Dalam Perspektif Perbandingan)*..., 91

²⁰ Ridwan Khairandy, *Hukum Kontrak Indonesia (Dalam Perspektif Perbandingan)*..., 195

organizer or borrower in case of changes caused by Internet network system or third party. The reason is that borrowers have agreed to the provisions and cookies that have been determined in order to use and make loan transactions, (7) Intellectual property rights explained about Proprietary rights of the application are the full rights of the loan organizers. Users are only allowed to view, copy-print the contents of the paper provided by the website and mobile application. However, all such copies are the intellectual property rights of the loan organizer, and the third party who has licensed. The user must also agree that it will not use any part of the website and the mobile application to transmit viruses (or anything that damages the system), to paste any link that facilitates data hackers, hacking mobile sites and applications, and other matters that violate the provisions of intellectual property rights that have been governed by the law, (8) Data protection and confidentiality explained about The organizer will protect all users ' confidentiality, including passwords and personal data to any party. The organizer will not retrieve the personal data contained in the account, (9) Disclaimers and Restrictions explained about The organizer has been responsible for ensuring the accuracy, accuracy, correctness and completeness of the information of the website and application.

But the information on the Web or the loan application is only basic information and the organizer does not provide any warranties or any representing. Use of the website and the loan application is the responsibility of the user or borrower. The organizer will not be liable for any loss or damage, either directly or indirectly. Failure and error when using it is the responsibility of the loan user. Including damage to the user's software or hardware. The organizer does not provide any warranty, (10) Government Regulation requirements, has been adjusted to the Government regulation of the Republic of Indonesia. The parties involved are subject to the non-exclusive jurisdiction of the South Jakarta District Court. This agreement may be applicable in any court in any competent jurisdiction as it has been determine at any time, (11) Release that the failure of the organizer to use or suspend in exercising any right, authority or privilege under the agreement made is not a waiver; including any of the rights, powers or privileges of any or any of its use.²¹

This privacy policy is comprehensively designed to help loan users understand how loan fraud collects, protects, uses and/or processes, and discloses the information and personal data of the service users who have been provided in connection with the Intrenging services available through the site and application. The organizers are committed to always protecting the privacy and security of service users. Furthermore, organizers want to convince all parties that they never and will never sell information and personal data of service users to any parties who are not interested because the organizer upholds the privacy and security of the user's information and personal data. In addition, the Coordinator will always prioritize and apply the principle of confidentiality to any party on the commercial interests in connection with the application process for the loan verification process. Things that become privacy policies include: (1) Information And Personal Data Collected. (2) Place Of Storage And Processing Of User Information And Personal Data. (3)How lending providers use information and personal Data of service users, (4) Use of service user information for marketing purposes, (5) Disclosure of User Information services, (6) Age, (7) Changes to the loan organizer's privacy policy, (8) Merging, (9) Contact of Service providers.²²

²¹ Article 18 POJK no 77/POJK.01/2016

²² Article 19 POJK no 77/POJK.01/2016

Risk Disclaimer contained; (1) The information technology-based lending service is a civil agreement between the lender and the borrower, so that all risks arising from the agreement are borne solely by each party, (2) Credit risk or failed pay is fully borne by the lender. No State agency or authority is responsible for the risks of these failed pay, (3) The organizer with the consent of each user (lender and/or borrower) accesses, obtain, store, manage and/or use the user's personal data ("Data utilization") on or in any object, electronic device (including smartphone or mobile phone), hardware or software, electronic documents, applications or electronic systems owned by the user or the user controlled, by notifying the purpose, limitation and mechanisms Utilization of such Data to user or who is controlled by user, notifying the purpose, limitation and mechanism of use of such Data to the affected user prior to obtaining the consent in question, (4) Lenders who do not have the knowledge and experience of borrowing borrowed, it is advisable not to use this service, (5) The borrower must consider the interest rate of the loan and other expenses in accordance with the ability to settle the loan, (6) Every fraud is digitally recorded in cyberspace and can be known to the wider community on social media, (7) The user must read and understand this information before making a decision to make a loan or borrower, (8) The Government in this case the financial Services Authority, shall not be liable for any breach or non-compliance by the user, either the lender or the borrower (either by user's intent or negligence) of the provisions of the legislation or the agreement or alliance between the organizer and the lender and/or the borrower, (9) Every transaction and borrowing or execution of an agreement concerning borrowing and lending between or involving the organizer, lender, and/or borrower shall be obliged to be made through an escrow account and a virtual account as required under regulation of the Financial Services Authority No. 77/POJK. 01/2016 regarding money-lending services based on information technology and the breach or non-compliance of such provisions Violation of the law by the organizer so that the organizer is obliged to bear the compensation suffered by each user as a direct result of the violation of the law above without prejudice to the rights of users who suffer losses under the Civil Code.²³ Based on the explanation, in fact what has been written in the contract on the online lending application, most of them have fulfilled the requirements set out in the Financial Services Authority Regulation No. 77/POJK. 01/2016. However, it is not written about sanctions and fines that will be given to customers by the application owner in the event of a breach. And should not be the personal data of the user or customer is taken and used as a sanction tool.

The Contract on online lending under perspective of *Maslahah Mursalah*

As for taking the law under *Maslahah Mursalah* must fulfill the conditions that have been written above. Conditions to be fulfilled include: (1) It should actually be a mashlahah, or a mind-over-the "*mashlahah*" law. Online lending agreement is a form of new contract used to conduct debt-receivable transactions by utilizing information technology. While currently, there is no Islamic law discussing this so that the Maslahah is only a mind, (2) In the form of general Mashlahah, not individual mashlahah. Indeed debt-receivable by using online lending applications is a new thing in the community. However, the application has been widely used by many people so that this maslahah is

²³ Article 20 POJK no 77/POJK.01/2016

a common public²⁴, (3) The establishment of the law by taking this benefit does not contradict the law or the basis of the decree Nash and Ijma'²⁵. In loans online have been arranged in POJK number 77/POJK. 01/2016. In addition, debt-receivable transactions and conducting agreements and contracts are not prohibited or permitted by Nash and contained in the Qur'an, provided that it is in accordance with existing provisions. (4) The fulfilment of 5 (five) main elements contained in Maqashid Ash Syar'iyah is beneficial to realize the welfare of both the world and the hereafter. The five main elements are:²⁶; (a) Preserving religion that meaning is an effort to safeguard the religion, online lending contract already meets the requirements set by the Nash regarding the making of standard contracts or appropriate raw contracts, although not all can be fulfilled, (b) Keeping the Soul that Akad in a good online loan has fulfilled the balance element of the parties. So it can prevent misunderstandings between parties. However, if there is still a misunderstanding between parties, it is certain that the written contracts are unclear and still contain confusing elements, (c) Keeping Intellect it mean Intellect had a very large urgency, a place dependent on a servant's responsibility.

With the science, mankind is glorified, outperforming some other beings of God, so that he is willing to carry out his message as the Caliph of God on the earth. Based on the reason, Islam is very well maintained the existence of human sense to avoid damage and blunt. Likewise, in conducting the contract in online loan transactions, , the parties must have the knowledge and have good faith and are responsible to both the other and to God who has given the trust to man, (d) Keeping offspring is a step in maintaining the continuity of human regeneration on the face of the earth. In online loan accrual There are no things that could ruin offspring like adultery practices. It becomes another if the result of the online loan is used for adultery, (e) Keeping treasure it mean Islam allow every human being to have personal assets. There is no prohibition to be a rich man. Regarding the urgency of wealth, religion to regulate in such a way both in the affairs of development, care and allocation. Whoever does not have a treasure, he will not be able to produce the welfare of the world or the hereafter. Online lending transactions are one of the options for those who are less capable and do not need a lot of pinjman funds to maintain and regulate their property in order to survive. In addition by some online Pinjman investors is a promising investment. (5) Conditions of the contract in Islamic law.

Then if viewed in terms of the quality of the existence of *Maslahah Al Dharuryyah* where the benefits relate to the needs of human beings in the world and akherat, namely to nurture religion, soul, reason, descent and property. This mashlahah is the most essential for human life, thus eliminating or damaging one of the five trees is bad and leaving and avoiding the prohibition is good or the maslahah in the level of *Dhariri*, so what is done online loan organizers are not wrong if referring to the concept of maslahah in terms of quality of benefits. If the online lending provider does not implement the Akad type which is easier or equal to apply to the loan application on conventional banks as usual, the customer will also be harmed, because with the guarantees like what is in the ordinary bank will add to the burden of customers loans

²⁴ Ahmad Djazuli, *Kaidah-Kaidah Fikih: Kaidah-Kaidah Hukum Islam dalam Menyelesaikan Masalah-Masalah yang Praktis*, (Cet. III; Jakarta: Kencana, 2012), 127.

²⁵ Ahmad Djazuli, *Kaidah-Kaidah Fikih...*, 129

²⁶ M. Subhan, M. Mubasysyarum, Yudhistira Aga, Dudin Fakhruddin, *Tafsir Maqashidi Kajian Tematik Maqashid al-Syariah* (Jombang: Lirboyo Press, 2013) 42-258

online. But the amount of rupiah they ask is limited or small. In addition, organizers will be made hassles because they have to take care of the guarantees and take guarantees and slow down loan funds. Because, at this time people prefer to borrow in loans online because they can get funds quickly and easily.

For this reason, the problem of online lending contract does not deviate entirely in Islamic law. But the ruling is to return only to seek mutual benefits (the *Maslahah* of people) and to avoid the occurrence of harm. Indeed, the rules of the Financial Services Authority organizers have been set about the terms and rules that should be obeyed by online lending organizers, but the policies made by the organizers remain their authority. So that they make the authority based on the needs of loans required by the wider community such as the minimum number of loans, interest, and deadline and the conditions that must be followed by the community or prospective lenders online loan.

Conslusion

Based on the provisions that have been imposed by the Financial Services Authority, the contracts used in online loans are actually appropriate however, the drawback there is no explanation of the sanctions given to the customer when there is a delay in payment and a debt collection procedure. In addition, the contract has no agreement on the retrieval of customer personal data for the purposes of billing payments. Mechanisms that must be done in conducting online lending contract should first have applications in the smartphone, before proceeding to the transaction stage, it is better to read the terms and conditions imposed, because if not then the user does not know if there is something less obvious. If there is a thing that is not or less obvious, if all the processes are implemented then the user can use the application safely should be asked to the organizer. If all these processes are implemented then the user can use the application securely. But there is a thing to note is that users should see if the application is listed on the website of OJK. Because if it is not registered then, if there is misappropriation and violation of the application, the user will be difficult to file a claim.

The principles contained in the online loan contract, are contained in the terms and conditions of the initial registration or application of the loan. The principles are largely in accordance with the principle of *Akad*. The *Akad* used in online loans is a standard contract. In the Islamic, standards *Akad* can be applied as long as it contains the principle of justice. In addition, the raw contract is considered valid if both sides are equally willing "*an-Taraddin*" or *Rida* for what they have agreed. Based on *Maslahah Mursalah*, online loan agreement is not blamed or justified, because in the problem it contains individual problems that can be a problem of many people. In addition, there have been no specific rules governing the contents of the contract in online loans. The ease and needs of the community will be a fast money lending system and easy terms as well as unenactment guarantees, making *Akad* in online loan application is deemed very appropriate to meet these needs.

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