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LEGAL STATUS OF ONLINE LOANS (PINJOL) IN THE ISLAMIC PERSPECTIVE OF AHLUSUNNAH WAL JAMA'AH

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Abstract: The more widespread and demanding times regarding social media are used by some people to market their businesses, including online loans. Now this is the problem that the population of Indonesia is Muslim and many are from the Nahdatul Ulama group, so the writer is interested in writing with the formulation of the problem How is the Legitimacy of Loans (Online Loans) Viewed from Islamic Law and the Views of Aswaja Ulama in Indonesia. And how is the law in the online lending and borrowing system not being paid by the debtor according to the perspective of Islamic law and the scholars'. This study uses a type of normative legal research. The results of this study indicate that: The Legitimacy of Loans (Online Loans) Is Reviewed from Islamic Law and the Views of Aswaja Scholars in Indonesia. The author is of the opinion that borrowing money that is not in accordance with Ahlu Sunnah waljemaah is generally unlawful or unlawful because it is not in accordance with Islamic law, because there are conditions and pillars that are not in accordance with the contract that do not fulfill face to face and there is an element of usury in it even though some of them justify it. various notes. The author also agrees with the fatwa of the Indonesian Ulema Council. He argues that borrowing money is not permissible under Islamic law. However, the law in question is not only illegal online loans; Similar laws also exist for offline or direct loans that contain elements of riba and are therefore not legal according to Islamic law. The law in Islamic Lending and Borrowing Online Systems is not paid by the debtor According to the Perspective of Islamic Law and the Ulama, the author concludes that it is clear in Islamic law that paying legal debt is obligatory even though it is online lending which has been banned through the MUI fatwa and the government has advised not to paying a legitimate loan because it causes a lot of misery to the community with high interest, but in syari' in Islamic law it is mandatory to return or pay off the debt. In Islamic law, debt repayment is not allowed to be added with the intention of benefiting the muqridh, but if the addition is given on the basis of the willingness or sincerity of the muqtaridh with the aim of remuneration, then this is permissible because it is not usury.

Keywords: Loans, Online, Islamic Law

1. Introduction

In general, Islamic law defines two types of sources of law: first are naqli sources such as the Koran and Assunnah; the second is the effort to find the law through prioritizing thoughts by using different ways or words. Others are more concerned with their thoughts[1].

In accordance with the phenomenon of rapid technological development, it is very easy to carry out any activity. Different web pages containing different types of

[1] Abd. Shomad, *Islamic Law Standardization of Sharia Principles in Indonesian Law*, Jakarta, Kencana, 2017, p., 30.

information can be obtained via the Internet. It is also possible to make loans via the Internet without having to go through a lengthy process. With online credit, it makes it easier for us to apply for credit at a particular bank. These days Loans are being offered more and more these days. We know online credit in this Internet era, if previously we only knew banks, MFIs and cooperatives. To make it easier for people to get a down payment, online credit is considered very useful.

Online loans are available 24 hours, offer various benefits to customers and promise convenience. This is great for customers who want to get their money fast by applying with a KTP only with the condition that they do not have collateral, which will encourage many people to seek funding via Internet sites. However, this convenience makes it easier for people to get into endless debt if they are not careful about finding the right loan.

One of the things we have to be aware of is the presence of online loan sharks. This term was raised by the Chairman of the Financial Services Authority (OJK) Wimboh Santoso to remind the public of online money loan offers with very high interest rates, far above bank loan interest or what is commonly called Shark Loan.[2].

Online moneylenders are those who operate on the Internet and provide high interest loans. The main feature of these online moneylenders is that on average they offer loans or credit that are currently in use with interest ranging from 1 to 3% per month. This is the interest rate for collateral-free loans offered by official institutions such as banks, multi-finance companies, and cooperatives. Meanwhile, online loan sharks can offer loans with interest that exceeds this limit, around 1 percent per day or the equivalent of 30 percent per month[3].

Based on the description above, the authors conducted research to gain further knowledge and deepen this matter, the authors chose the title "Legal Status of Online Loans (Pinjol) in the Islamic Perspective of Ahlusunnah Waljemaah".With the brief description of the background above, there are several problems as follows:

A. How is the legitimacy of loans (online loans) viewed from Islamic law and the views of aswaja scholars in Indonesia. ?

B. What is the law in the online lending and borrowing system that is not paid by the debtor according to the perspective of Islamic law and aswaja scholars in Indonesia?

2. Method

normative legal research using statutory and comparative approaches is the type of research being conducted. To get more information and answers to the questions that the author has raised, after applying standard legal research methods[4].

The sources of legal materials used in this study consist of primary legal materials, secondary legal materials and tertiary legal materials,[5] which is described as follows:

a. Primary legal material

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[2] Shark Loans or loan sharks are people or entities whose business is to provide loan funds to other people or entities using very high interest, this loan is usually made by taking advantage of the weaknesses or difficulties of living from the loan. A loan shark often threatens or even doesn't hesitate to take the borrower's belongings if there is a delay in payment. (Business and Bank dictionary).

[3] https://economy.kompas.com/read/2018/03/10/120000826/LOT-tawaran-pinjaman-online-hati-hati-jebakan-rentenir-online. Accessed December 13, 2022 at 23.14 WIB.

[4] Soerjono Soekanto and Sri Mamudji, *Normative Legal Research A Brief Overview*, 11th Edition. Jakarta, PT Raja Grafindo Persada, 2009, p. 13–14.

[5] Bambang Waluyo, *Legal Research in Practice*, Jakarta, Sinar Graphic Publisher, 2004, p. 18.

Primary legal materials are legal materials that have binding legal force. In this case, the primary legal material will be:

a) the 1945 Constitution;

b) Law no. 11 of 2008 concerning Information and Electronic Transactions.;

c) Law No. 10 of 1998 concerning banking amendments to Law No. 7 of 1992.

d) Law 21 of 2008 concerning Islamic Banking.

e) Regulation of the Financial Services Authority No 77/POJK.01/2016 concerning Information Technology-Based Money Lending Services

f) Fatwa of the National Sharia Council-Indonesian Ulema Council No 117/DSN-MUI/II/2018 concerning Information Technology-Based Financing Services

b. Secondary legal material

Secondary legal materials are materials that are closely related to primary legal materials, and can help analyze and understand primary legal materials. Secondary legal materials in this research are books, literature, papers, research results, articles, and other scientific works related to this research, such as: Research results, scientific works of legal experts, legal reading books or textbooks, Journals.

c. Tertiary legal material

Tertiary legal materials are materials that provide information about primary legal materials and secondary legal materials [6]. The tertiary legal materials in this study consist of: Big Indonesian Dictionary, English-Indonesian Dictionary.

Analysis of legal materials is based on literature and legal materials obtained from reading books regarding online loans. Apart from that, it is also based on legal principles and theories and regulations that have been made, so that solutions to problems that are appropriate for developments with online loans can be found.
legal research conducted in a descriptive manner which is used to examine normative or juridical aspects through a descriptive analytical method which outlines the description of the legal materials obtained and relates them to one another to obtain a general conclusion.

3. The Legitimacy of Loans (Online Loans) Is Observed From Islamic Law And The Views Of Aswaja Scholars In Indonesia

Online credit is a facility for financial institutions operating on the Internet to lend money. Fintech is a general term used to denote the provision of internet loans. There are a large number of internet credits in today's society. Although due to the lack of communication between borrowers and lenders, this risk is very high. But there are still many people who use it to make loans online. The reason is quite simple, which is fast, easy and you don't have to leave the house to find a place to borrow money. With online loans, it will be easier for people to find loans in urgent situations.

To be able to make loans online, we must first register or create an account on the website page. In the next step, clearly enter your personal data so that it is confirmed in the email address. You need to register an account to apply for an online loan, and you will be able to choose the amount of funds you want to borrow and the payment schedule in seconds. Several websites currently provide special applications so that we can see

[6] Suratman dan Philips Dillah, *Ibid,* hal. 67

firsthand the loan costs and monthly installments. We better adjust to the needs and the right timeframe[7].

The next step is to verify the data so that the data we send is verified which will be requested via SMS, usually waiting for the entry code takes about 1-5 minutes. If you haven't got the code, we can resend the code again. In addition, we are also required to attach documents that have been scanned to verify the card on the cellphone so that we can allow access to the bank online. The last step is to receive money from our account. After carrying out all the registration processes, requests, applications and identity have been received by the lender. The amount of money we borrow will be immediately transferred to the account.

The transaction process that occurs in the event of us being a borrower has been validated, and it shall be processed automatically by the lender. It is permissible in Islam to do so, as long as there is no element of fraud and does not burden any party, because it conforms with Shari'a.

In fact, there are a number of internet loans that do not register with OJK. This is why people are increasingly concerned about Internet loan sharks who keep haunting them if they don't repay the loans as agreed with either party. So that people who return their loans do not comply with the time specified they will be terrorized by online loan sharks and they will add an additional amount of money that must be returned. In Islamic law, this practice is prohibited because it can be detrimental to one side or another.

Credit in Islam is called qard, this borrowing activity is allowed by the scholars. According to the scholars as long as they don't multiply excessively in returning the money, then it is permissible.

Sighat (consent and qabul have also been spoken by both parties as well as the terms of the online loan agreement agreement have been agreed upon by the creditor and the debtor who will pay off the debt when the agreed payment is due. Because there are a number of problems when it comes to online loans, one being that the relationship between financial service providers and customers can only be done through an internet connection. So that there's a very easy way to misuse online activities.[8]

"The legal problem with online loans in building business relationships is that you cannot face to face face to face, so if you use online business relationships you cannot face to face, only through virtual, video or transactions carried out electronically, without face to face this is what online business often contains. fraud element. Many people are deceived because what is shown by loan services, such as photos, is fake," he said.

In addition, he claims that many people have been fooled into taking out loans because of the different things they can be persuaded about, e.g. easy access to credit and loan transactions carried out by service providers. At the end, people who didn't even think twice agreed to it just because of that enticing lure.

Then the terms for granting loans are easy and simplified, prospective customers are offered tempting promises, the legal rules for lending and borrowing rely on ID card

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[7] there application (PT. GRHAAdlns Creation Data Gapura *"Steps to Apply for Easy Money Loans Online",* in https://www.disitu.com/Artikel/Lifestyle/stepstep- apply-loan-easy-online-money, accessed at January 5, 2023 at 23.15 WIB

[8] https://www.uii.ac.id/ examine-pinjol-in-perfectf-law-and-Islamic-law/ accessed on 12 January 2023 at 11.45 WIB

identity documents, all of which make it easy. "The lender does not reveal anything that is real as well as the recipient of the loan does not reveal anything that is not real, but both of them give an illustration that the recipient has the capacity to be able to pay[9]. The status of online loans is illegal if the analysis uses Islamic law. So the discussion starts from the pillars and conditions of the qardh contract.

As such, terms and pillars of qardh are useful indicators for fassid or the cancellation of transactions. The Fuqaha explains that the pillars and terms of raqdah are in line with most scholars' opinions:

a) aqidain (two people who have a contract)

1) Muqtaridh (loan recipient), is a person who needs funds submitted through an illegal online loan provider application.

2) Muqaridh (lender),

is a person who gives loans channeled through illegal online loan providers.

3) The persons performing the qardh contract are capable and mature.

b) the assets lent are in the form of money given by the lender to the recipient of the loan through an illegal online loan provider's application with a limit amount determined by the lender listed on the illegal online loan provider's application.

c) Shighat are agreements and agreements that are contracted (loan recipients and lenders) showing lending and borrowing transactions that are poured in the form of a standard contract in the application of illegal online loan providers. In the consent and qabul, interest is also promised (additional return) on the principal loan.

According to this explanation, the pillars and conditions of qardh's deal on irregular internet loans have been found to conflict with each other because they constitute usury and cause confusion and distress for its users. Therefore, a transaction prohibited by Islam in this instance is an unlawful online loan under the qardh contract.

In addition, lending and borrowing transactions in Islamic law, basically must be returned with the same nominal. However, if additional costs are required beyond the principal loan, this will undermine the purpose of the qardh contract, which is essentially based on the principle of helping each other. Thus the consequences of using online loan services on illegal online lending sites use relatively high interest, short repayment periods are not in accordance with the agreement, then if you do not make payments then billing is not in accordance with ethics, in the form of terror, intimidation, and harassment. The billing is not only to the borrower but also to the borrower's emergency contact.

Islam does not give trouble to its people because Allah never burdens his creatures except according to his ability, in fact Islam always wants convenience for all its adherents, as the word of Allah SWT, in the Koran which means: "... Allah wants convenience for you, and I don't want trouble for you."

Online loans or Fintech are intended to make it easier for humans to carry out financial activities instead of causing losses and misery. Therefore, Fintech must be utilized as well as possible and in accordance with sharia principles. Legal Consequences of Illegal Online Loans from an Islamic Law Perspective on the Fatwa of the National Sharia Council-Majelis Ulama Indonesia No 117/DSN-MUI/II/2018 concerning Information Technology-Based Financing Services Based on Sharia Principles, it has been

[9] *Ibid*

regulated that information technology-based financing services are permissible with conditions in accordance with sharia principles. Then it is also regulated that the implementation of information technology-based financing services may not conflict with sharia principles, namely avoiding usury, gharar, maysir, tadlis, dharar; zhulm, and haram. However, lending and borrowing transactions with interest are illegal online lending and borrowing transactions. Interest shall be classified as usury. Abdurrahman Aljaziri submits that weury is the substitution of one of two similar items with no compensation in respect thereof. So, weury is an additional payment of a primary debt that must be paid to one of the two persons who are bound by contracts.

The scholars agree there is no room for usury. Riba is one of the attempts to find food in a manner that's not permissible and which Allah SWT despises. The practice of usury has a preference for the benefit of oneself over others. As the word of Allah SWT, in QS al-Baqarah/2: 275

الَّذِيْنَ يَأْكُلُوْنَ الرِّبٰوا لَا يَقُوْمُوْنَ اِلَّا كَمَا يَقُوْمُ الَّذِيْ يَتَخَبَّطُهُ
الشَّيْطٰنُ مِنَ الْمَسِّۗ ذٰلِكَ بِاَنَّهُمْ قَالُوْٓا اِنَّمَا الْبَيْعُ مِثْلُ الرِّبٰواۘ
وَاَحَلَّ اللّٰهُ الْبَيْعَ وَحَرَّمَ الرِّبٰواۗ فَمَنْ جَاۤءَهٗ مَوْعِظَةٌ مِّنْ رَّبِّهٖ
فَانْتَهٰى فَلَهٗ مَا سَلَفَۗ وَاَمْرُهٗٓ اِلَى اللّٰهِۗ وَمَنْ عَادَ فَاُولٰۤىِٕكَ اَصْحٰبُ
النَّارِ ۚ هُمْ فِيْهَا خٰلِدُوْنَ

Translated:

"Those who eat (take) usury cannot stand but are like the standing of a person who has been possessed by devils due to (pressure) of madness. Their situation is like that, is because they say (opinion), actually buying and selling is the same as usury, even though Allah has justified buying and selling and forbidding usury. Those who have received a ban from their Lord, then stop (from taking usury), then for him what he has taken before (before the prohibition comes), and his affairs (up to) to Allah. People who return (take usury), then that person is the inhabitants of hell, they are eternal in it.

The person who is possessed by the devil because of his madness in this verse means that the person who takes usury is not as peaceful as the person who is possessed by the devil. One of the most relevant aspects is that unlawful Internet loans are transactions carried out by means of qarDH contracts. There are pillars and terms for a qardh agreement, in particular:

a. Aqidain, namely the two people who make the contract (the person who borrows and the person who gives the loan). The two people who are in agreement are capable and mature people,

b. Loaned assets are in the form of objects that are owned by him, and the level and nature of it can be known.

c. Shighat, consent and acceptance must be appropriate and show their meaning for borrowing and borrowing.

If the pillars and conditions of the qardh contract are met, a valid contract is formed. However, there are several factors that cause a contract to become fasid, namely:

a. There is coercion;

b. Submission that causes losses (dharar);

c. Contains gharar (uncertainty);

d. Contains fasid requirements; And

e. Contains usury.

Thus, illegal online loans are illegal, as the Indonesian Ulema Council through the 7th Ijtima Ulama MUI Fatwa Commission stipulates a fatwa that online loans containing usury are forbidden. So that all forms of transactions carried out by illegal online loan providers with qardh contracts are invalid.

In the case of a debtor who has already made a loan through an illegal online loan service provider, it is still not possible to return the loan principal as recompense for using funds that are not his right. With regard to the status of internet loans, several opinions have been expressed by scholars and scientists:

1. Which allows or is legally valid

a) Mudzakkir also emphasised the fact that we should not criticize and penalise internet loans, because they actually have a constitutional position within the field of law. This means that, as service providers which are de facto shunned by our society, not all of the internet loans can be accounted for. "In principle, we don't revile online loans, because loans are legal from a legal standpoint, but the most important thing is deviations from online loans, so if some of the themes are insulting online loans, I say loans are legal because there is already the ITE Law, the loans are legal and the loans online is also legal according to national laws[10],"

b) Ahmad Zahro is of the opinion that online credit is permissible [11] :

1) Does not violate the terms and conditions set in Islam.

2) As long as you do not multiply excessively in returning the money, then it is permissible.

3) If buying and selling is intended, the addition is called profit, but if credit is intended, that is the problem, the problem is that the addition can be in the form of usury or interest. As explained above, if the addition exceeds reasonable limits then it is called usury. It is called interest if the addition is still within reasonable limits or not excessive.

c) Deputy Secretary of the MUI Fatwa Commission, Abdul Muiz Ali, said that borrowing is actually not entirely illegal, there are also loans that are classified as permissible. Borrowing money online is legal[12]. Permission to borrow is based on a theory in the book Al-Ma'ayir As-Syar'iyah An-Nasshul Kamil lil Ma'ayiri As-Syar'iyah. The theory states that the handover legally (legal-formal/non-physical) is considered to have taken place both i'tibaran (adat) and legally (syariah).

"The handover is carried out by means of takhliyah (relinquishment of ownership rights) and authority to tasharruf (manage). The handover is considered to have occurred and is legal, even though it has not physically occurred (hissan)," explained Abdul Muiz.

There are a number of things to pay attention to in loan practice. It is explained through the verses of the Qur'an and hadith regarding loans that are permissible in Islam, among others :

1) There is no element of usury

Riba means the addition of value or interest in excess of the loan amount when it is returned with a certain value taken from the principal amount of the loan to be paid by

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[10] https://www.uii.ac.id/ examine-pinjol-in-perspective-law-and-Islamic-law/ accessed on January 12, 2023 at 11.45 WIB

[11] https://www.detik.com/hikmah/khazanah/d-6407567/ loan-online-in-Islam-may-Muslims take advantage of it. accessed on January 17, 2023 at 11.45 WIB

[12] *Ibid*

the borrower. In the Al-Qur'an letter Al Baqarah verse 275, Allah SWT forbids His people to do usury:

وَأَحَلَّ ٱللَّهُ ٱلْبَيْعَ وَحَرَّمَ ٱلرِّبَوٰا۟

Meaning: "Allah has justified buying and selling and forbidding usury.

2) Intend to pay off debt immediately

For borrowers, it is better if you have the intention to pay off the debt immediately when you already have the money. It is forbidden to delay paying debts when there is good luck. When this is done then the law is unlawful. In a hadith, Rasulullah SAW said:

لَيُّ الْوَاجِدِ يُحِلُّ عِرْضَهُ وَعُقُوبَتَهُ.

Meaning: "Delaying (payment) by people is able to justify self-esteem and imposing sanctions on him." (HR Nasa'i).

3) Be sincere in giving loans

For people who provide loans, it is better to start with sincere intentions. Sometimes people who borrow money cannot pay off their debts, so the lender should not keep on collecting. In the letter Al Baqarah verse 280, Allah SWT says:

وَإِنْ كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَى مَيْسَرَةٍ وَأَنْ تَصَدَّقُوا خَيْرٌ لَكُمْ إِنْ كُنْتُمْ تَعْلَمُونَ

Meaning: "And if (the debtor) is in trouble, then give respite until he has plenty. And give alms (part or all of the debt), it is better for you, if you know."

In line with this, another hadith narration from Abu Hurairah RA, he said that Rasulullah SAW said:

عن أبي هريرة رضي الله عنه عن النبي صلى الله عليه وسلم قال: (كان تاجر يداين الناس، فإذا رأى معسراً قال لفتيانه تجاوزوا عنه لعل الله أن يتجاوز
عنا، فتجاوز الله عنه).

Meaning: "There is a merchant who gives loans to people, so if he sees the person in trouble, he says to his servant: Free him, may Allah deliver us (from sins and torment), then Allah will also free him." (Reported by Muttafaq 'Alaih)

2. The opinions of scholars and scientists who forbid online loans are as follows:

a) A The Fatwa Commission of the Indonesian Ulema Council,MUI, has decided that the law on online loans or borrowings is haraam, based on the decision of the 2021 Ijtima Ulama. This was made possible by the fact that there is a component of usury in online lending activity, according to scholars. In addition, it is known that the average debtor collects receivables by threatening and at the same time disclosing and spreading the debtor's secrets or disgrace to those closest to him and his friends. Because there are more harms, it was decided that borrowing is illegal.[13]

This law does not only apply to loans, but also applies to all loan services, both offline and online. MUI emphasized that if a loan service contains usury, then the law is unlawful, even if it is done on a voluntary basis. Because basically, lending or debt activities are a form of tabarru contract, namely a form of contract that is carried out with the aim of benevolence and mutual help, not just for commercial purposes or donations.

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[13] https://www.dompetdhuafa.org/ Islamic-religious-and-mui-fatwa-laws / accessed on 14 January 2023 at 12.15 WIB

b) Prof. Dr. Syamsul Anwar, M.A. [14], States that:
1) Certain elements tend to abuse the loans which are often obtained in society. "It is agreed in Islamic economics that it is not permissible to usury, weury includes interest rates, which is why the interest rate system in Islamic economics cannot be included in the lending and borrowing system.".
2) Islam does not allow usury or the interest system in lending services. Thus, all loan services that charge interest in their lending and borrowing activities are illegal, even though they are already legal[15].
3) "Weury, including an interest system, was decided to be not permissible in Islam; borrowing and loan systems were ruled out as well."

Riba itself is an Arabic word that means excess or addition; but in Islamic law, weury may be used to focus on the greater amount of principal debt. The amount of the principal debt distinguishes usury from a transaction known as ribhun or profit, in which excess funds are generated through differences between purchases and sales. Simply put, usury is an addition required and received by a lender in return for a debt borrower. Islam itself has strictly prohibited its people from conducting buying and selling transactions and debts which contain usury. This prohibition is also written in the verses of the Qur'an and hadith.

Because as Muslims, it would be better if we were able and had enough money to lend, we could do it for people who are in need, so they are not entangled with online loans. In addition, it is recommended or necessary for people who are experiencing difficulties to be provided with delay or relief in payment of their debts.

Thus the Legitimacy of Loans (Online Loans) Is Reviewed from Islamic Law and the Views of Aswaja Scholars in Indonesia. the author is of the opinion that borrowing money is not in accordance with the Ahlu Sunnah waljemaah in general it is forbidden or illegal because it is not in accordance with Islamic law, because there are conditions and pillars that are not in accordance with the contract which do not meet face to face and there is an element of usury in it even though there are some that justify it with various notes.

However, the author agrees with the fatwa of the Indonesian Ulema Council (MUI), which has issued a fatwa stating that borrowing money is not in accordance with Islamic law. At the Ijtima Ulama Fatwa Commission of the Indonesian Ulema Council (MUI), which was held in November 2021, several decisions were made. One of them is the fatwa regarding online loans. The Ijtima Ulama determines that online lending activities are illegal because there are elements of usury, making threats, and disclosing someone's secrets or disgrace to the debtor's colleagues in the collection if there are arrears in payment. However, in fact it is not only online loans that are considered illegal, similar laws are also stipulated for offline or direct loans which also contain elements of usury, the law is illegal and invalid according to Islamic law.

4. The law in borrowing and borrowing online systems that are not paid by the debtor according to the perspective of Islamic law and the Ulama'.

[14] https://www.uii.ac.id/ examine-pinjol-in-perfectf-law-and-Islamic-law/ accessed on 12 January 2023 at 11.15 WIB

[15] https://www.dompetdhuafa.org/ Islamic-religious-and-mui-fatwa-laws / accessed on 14 January 2023 at 12.15 WIB

The Arabic word for borrowing and borrowing is 'ariyah, which means borrowing. While the understanding according to Islamic terms of lending and borrowing is a contract or agreement in the form of giving the benefit of an object that is lawful from one person to another without any reward by not reducing or changing the item and later it will be returned again after the benefits are taken[16].

From the above understanding, the essence that we take from the notion of borrowing and borrowing is to help each other among human beings. Mutual aid is used for loans and borrowing, by lending what it deems legal to take advantage of. Like fiqh cases or other matters such as buying and selling and accounts payable, lending and borrowing also has a legal basis both mentioned in the Qur'an and mentioned in the hadith. The law of borrowing itself is permissible in Islam as long as the loan is something good and not a loan intended for immorality.

Borrowing and borrowing in Islamic law is very anti-usury or commonly called interest. Do not make use of interest. If you are looking for a loan from a conventional bank or other financial institution, you will be charged an amount of interest that must be paid in addition to your debt. The Ulama have differing opinions in this matter, but they are all permissible and some of them prohibited.

Obligation to Pay Off Debt in Islam

Debt is a mixture of two words, namely payables and receivables. Debt is borrowing from another person, whereas account receivables are loaning to someone else. If that's what accounts payable are for, it means borrowing something from another person and signing an agreement to give back the item but not lowering its value. In Islam, debt is known as Al-Qardh, and etymologically it means to cut while in the sense according to syar'i it means to give wealth on the basis of affection to anyone who needs it and will return it to the person who gave it.

The principles of muamalah in Islam are as follows:

1. In short, all forms of Muramalah are allowed except for ones prohibited by the AlQur'an AsSunnah and Sunnah. This principle means that, according to the needs of people's lives, Islamic laws offer a broad range of possibilities for developing forms and mu'amalah.
2. Voluntary without containing elements of coercion.
3. Maintaining the values of justice

a) Avoiding the elements of persecution.

b) Bring benefits and avoid harm in society.

In Arabic there are two references to debt, each of which has its own meaning in relation to dayn and qardh. Dayn's a more general term than qardh, which means all types of debt originating from a contract or transaction, the result of spending that damages other people's goods, or the result of a loan. While qardh's debt, which happens because of the loan agreement. That's why every type of qardh is dayn, but it doesn't have to be all dayn.

Alqardh is defined in Arabic as alqah'thu which means cutting or slicing. It is so named because the creditor (muqridh) cuts part of his property to provide loans to the debtor. In the sense of qardh in syara', namely lending property to people who are carried out

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[16] http://jurnal.iailm.ac.id/index.php/mutawasith/article/view/144/124 accessed on 12 January 2023 at 11.15 WIB

with a contract and will be paid or repaid in a form, amount or value similar to that lent. In terms of terminology, the Hanafiyah scholars definition qardh to be:“ Something property that is given to someone to be returned exactly as it was received. From this definition it can be understood that the borrowed property must be returned in the same amount or value as received and returned at the agreed time.

The legal basis for qardh or loan agreements is based on the provisions of the Qur'an and the Sunnah of the Prophet Muhammad.

وَتَعَاوَنُوا۟ عَلَى ٱلْبِرِّ وَٱلتَّقْوَىٰ ۖ وَلَا تَعَاوَنُوا۟ عَلَى ٱلْإِثْمِ وَٱلْعُدْوَٰنِ ۚ
وَٱتَّقُوا۟ ٱللَّهَ ۖ إِنَّ ٱللَّهَ شَدِيدُ ٱلْعِقَابِ ﴿٢﴾

Meaning: "... And help you in (doing) virtue and piety ..." (Q.S. Al-Maidah: 2)

Debt is a condition containing the value of ta'awunhelp, and there are no prohibitions on debt within Islam; each Muslim is encouraged to help their fellow man according to virtue. One of the ways to do this is to make loans for people who are in difficulty, or even have debts.

In Islam, the law for people who have debts or are in debt is mubah, while the law is sunna muakad for people who give loans and can become mandatory if the person who owes is in a state of urgency.

Muqtaridh (debtor/debtor) is not required to provide iwadh (additional/compensation) in returning assets to muqridh (who provides loans/creditors), because qardh applies without reward. In this case the reward is usury, while usury in qardh is not allowed because the purpose of qardh in Islam is to help each other and not to take advantage.

According to Ahmad Zahra's Modern Fiqh, everything connected with the mu'amalah ijtima'iyahSocial Social Transactions can be based on the following rules:

1) Al 'urakkaf muhkam, to be precise, al 'urakkaf muhkam, because 'urakkaf must be a good habit, while 'adah may be a good habit, but it may also be a bad habit, that is, good habits can be used as a basis for establishing laws.
2) Al-Ashlu fil asy'ya' al ibahahhatta yadullad dalilu tahrim tool. basically, everything is permissible until there's some reason to argue against it.[17]

Collecting debt is the next step. Often when the debt agreement is due, the muqtaridh has not paid the loan, the muqridh (lender/creditor) has the right to remind or collect debts in good ways. In the case of muqtaridh or those in financial difficulties, as long as they are able to repay their debts at an agreed date and it is neither permissible nor unlawful for them to delay that day, they shall be obliged to comply with obligations immediately. However, if the muqtaridh really cannot pay off his debts, then giving up or being sincere is a noble deed in Islam, or providing time leeway in paying off debts. As mentioned in Q.S Al-Baqarah verse 280 which reads:

وَإِن كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ ۚ وَأَن تَصَدَّقُوا خَيْرٌ لَّكُمْ ۖ إِن
كُنتُمْ تَعْلَمُونَ

Obligation to pay off debt on illegal online loans

Online lending is a form of financial technology that does not require the face to face meeting between muqtaridhdebtor and muqridcreditor, therefore it can be made

[17] Marzuki, K. A. *Fiqh Sunnah*, Volume XII. Bandung, PT. al-Ma'arif. 1998, p, 32

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available via funding in the form of money. Platforms are used for online loan services, and applications or messages to personal numbers are the most common means of access. The conditions for the transaction of online loans are easier than those imposed by financial institutions such as banks, which also make it quicker to disburse funds. We can usually apply for a loan without collateral only if we provide proof of identity and photograph. This makes many people interested in using online loan services to get loans, especially when they are in a state of urgency.

In the case of modern muamalah iqh, Internet loans may be carried out if their implementation is in accordance with the pillars and customs of Qaridh Islam. Akad as pillars and conditions for carrying out qardh the substance is not in the form of the pronunciation, by agreeing on a loan it is meant to be a contract.

However, the Government of Indonesia and the Financial Services Authority (OJK) themselves have firmly called on muqtaridh who have already borrowed, not to have to pay installments that are billed for illegal online loans, because there have been many violations committed by these service provider companies. It is said to be illegal because the online loan company has not registered with the OJK, so that its implementation is not under government supervision.

In addition, the Indonesian Ulema Council also agreed that transactions performed by these unauthorised internet lending service providers have been in breach of Islamic law and Quranic principles. These illegal online loans have committed violations in the following respects:

1) Unreasonable interest

Interest in Islam is included in the category of usury, and Islam prohibits transactions by taking additional fees to gain profit. Islam allows qardh or borrowing with the aim of helping each other. Actual additions may be made as long as this is at the will and willingness of the muqtaridh (the debtor/debtor) and not the will of the muqridh (lender/creditor).

Non-sharia-based online lending service providers usually provide additional fees or interest as service provider fees and fines for late payment of debt, and this is contained in the debt agreement. However, in the practice of illegal online loans, the interest added is very high and there is a mismatch of interest as in the initial agreement. So that this practice clearly deviates from the provisions of Islamic law.

2) Billing using threats

If they use good practices, the Muqridh shall have the right to collect or demand repayment from muqtaridh of loans due. Meanwhile, the way in which illegal online borrowings can collect debts is by using offensive and threatening language. Debt collection is also done without the muqtaridh's consent by distributing personally identifiable information. Usually this is done by accessing the phone contacts owned by the muqtarid without the approval of the muqtaridh, which contain contacts of family, friends and relatives, then sending identity data along with information on the amount of debt and ordering people in these contacts to remind the muqtaridh to pay his debts and accompanied by spreading disgrace from the muqtarid.

For muqtaridh, if you have the ability to expand your debt, you should immediately pay it off and not delay. However, if the muqtaridh really cannot pay off his debt because he is in a difficult condition, the muqridh should provide leeway in paying the debt.[18]

As recommended by the government not to pay debt installments charged by illegal online lenders, whereas in Islam it has been emphasized that it is obligatory to pay off debts. This is a dilemma and confusion for the Muslim community itself. Regarding this matter, we can understand the legal terms of the debt agreement, namely that there is an agreement in the agreement regarding the amount of money owed, but in illegal online loans there are often deviations in the amount that is not in accordance with the initial agreement, where the money sent through the account exceeds the amount loans agreed upon at the start of the agreement. It also increases the time of payment, which is followed by higher interest rates. This may have been the cause of muqtaridh cancelling a debt contract in an illegal online loan transaction. After that, because the agreement is invalid and he does not have any right to it, all of the loan money at issue must also be repaid in full.

In Islam we are required to return what is lent to the muqridh (lender/creditor) with the same amount and value as what was lent before. The issue of interest or adding value to the money borrowed with the aim of taking profits is usury and for muqtaridh it is not obligatory to pay for the added value[19]

This is in accordance with the words of Rasulullah SAW do not delay paying debts. The law of delaying paying debts if you are able to afford it is illegitimate:

لَيُّ الْوَاجِدِ يُحِلُّ عِرْضَهُ وَعُقُوبَتَهُ

It means :

Delaying (payments) made by people is able to justify self-esteem and imposing sanctions on him." (HR. Nasai)

In the hadith narrated by Imam Bukhari it is mentioned,

مَطْلُ الْغَنِيِّ ظُلْمٌ ...

It means :

"Delay (payment) by people who can afford it is an injustice...." (HR Bukhari).

لأن المعنى أنه يحرم على الغنى القادر أن يمطل بالدين بعد استحقاقه بخلاف

It means :

Third, forgiving people who cannot pay debts is a noble deed. In essence, the debt must be paid. Even if the debtor dies, his heirs have an obligation to pay it off.

However, for the person who is lending, if the person who is borrowing money really cannot pay off the debt, then forgiveness is a noble deed in Islamic teachings. Word of God. (QS. al-Baqarah 280).:

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[18] Sari, H. Y. (2017). Review of Islamic Law Regarding Payment of Debt with Bricks (Study of Brick Entrepreneurs in Bangunrejo Village, Bangunrejo District, Central Lampung Regency). Undergraduate Thesis. Lampung: UIN Raden Intan.

[19] Aziz, A., & Ramdansyah. (2016). Esensi Utang Dalam Konsep Ekonomi Islam. *Bisnis : Jurnal Bisnis Dan Manajemen Islam*, *4*(1). https://doi.org/https://doi.org/10.21043/bisnis.v4i1.1689

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وَاِنْ كَانَ ذُوْ عُسْرَةٍ فَنَظِرَةٌ اِلٰى مَيْسَرَةٍ ۗ وَاَنْ تَصَدَّقُوْا خَيْرٌ لَّكُمْ اِنْ كُنْتُمْ تَعْلَمُوْنَ which means "And if (the debtor) is in trouble, then give respite until he is spacious. And giving (part or all of the debt) is better for you, if you know."

In the hadith it is stated that if the obligation (debt) has not been paid off, then he is asked for his sincerity if the dependents are few or many, the important thing is to give a sincere debt as the words of Rasulullah SAW:

مَنْ فَرَّجَ عَنْ مُسْلِمٍ كُرْبَةً مِنْ كُرَبِ الدُّنْيَا، فَرَّجَ اللهُ عَنْهُ كُرْبَةً مِنْ كُرَبِ يَوْمِ الْقِيَامَةِ، وَاللهُ فِيْ عَوْنِ الْعَبْدِ مَادَامَ الْعَبْدُ فِيْ عَوْنِ أَخِيْهِ

It means :

Whoever removes from a Muslim a difficulty in the world, Allah will remove difficulties from him on the Day of Judgment, and Allah will always help His servant as long as he (likes) to help his brother." (HR Muslim).

Thus, from the explanation above, the author concludes that it is clear that in Islamic law paying legal debts is mandatory even though it is an online loan that has been forbidden through the MUI fatwa and the government has suggested not paying for eligical loans because it causes a lot of misery to the people with high interest rates However, in Islamic law, it is obligatory to return or pay off the debt. In Islamic law, repayment of debt in Islam is not allowed to be added with the intention of benefiting the muqridh, but if the addition is given on the basis of the willingness or sincerity of the muqtaridh with the aim of remuneration, then this is permissible because it is usury.

5. Conclusion

1. The Legitimacy of Loans (Online Loans) Is Reviewed from Islamic Law and the Views of Aswaja Scholars in Indonesia. The author is of the opinion that borrowing money is not in accordance with Ahlu Sunnah waljemaah in general it is forbidden or illegal because it is not in accordance with Islamic law, because there are conditions and pillars that do not match the contract which do not meet face to face and there is an element of usury in it even though some of them justify it. various notes. The author nevertheless agrees with a fatwa issued by Indonesia's Ulema CouncilUMUI which states that the borrowing of money is not in accordance with Islamic law. At the Ijtima Ulama Fatwa Commission of the Indonesian Ulema Council (MUI), which was held in November 2021, several decisions were made. The fatwa relating to online loans is one of them. According to the Ijtima Ulama, online lending activities are illegal because there are elements of usury, threats, and disclosure of confidential information or disgrace to the debtor's colleagues in the collection if there is a late payment. However, in fact, it is not only online loans that are considered illegal, similar laws are also stipulated for offline or direct loans which also contain elements of usury, the law is illegal and invalid according to Islamic law.

2. The law in the online lending and borrowing system is not paid by the debtor according to the perspective of Islamic law and the Ulama', the author concludes that it is clear that in Islamic law paying debts is obligatory even though it is an online loan that has been forbidden through the MUI fatwa and the government has suggested not you don't have to pay for egal loans because they make people miserable with high interest rates, but in Islamic law it is obligatory to return or pay off the debt. Islamic law does not

allow repayment of debts in Islam to be added with a view to benefiting the muqridh, but if it is done on the basis of the willingness or sincerity of the muqridh with a view to remuneration, it is permissible because it is usury.

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