

**THE UTILISATION OF FINANCIAL TECHNOLOGY (FINTECH)
LENDING SERVICES IN ACEH SOCIETY PRACTICES: Effectiveness
Analysis of the Implementation of Qanun LKS**

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Abstract

The utilisation of online financial technology (fintech) lending services by the people of Aceh is quite large. The Aceh Provincial Financial Services Authority (OJK) noted an increase in the practice of Acehnese people interacting with fintech lending companies that have doubts about their sharia. Currently, the Qanun on Sharia Financial Institutions (LKS) only regulates direct lending between Acehnese and Aceh-based LKS companies. Therefore, this paper aims to analyse the effectiveness of the implementation of the Qanun LKS in the practice of Acehnese people using fintech lending services. This research is studied with two approaches, namely conceptual approach and statute approach, with the type of normative legal research. The nature of this research analysis is prescriptive. The results showed that the development of fintech lending technology provides opportunities, making it easier for the people of Aceh to obtain online loans using only a website or smartphone application. There is an increase in online loan interactions with fintech lending companies made by the people of Aceh from year to year. In the context of legal regulation in Aceh, Qanun LKS only regulates direct loan financing through LKS companies operating in Aceh. Thus, in terms of legal effectiveness, the application of Qanun LKS to the utilisation of fintech lending services in Acehnese practice has not been effective. There are 4 indicators, namely there is no legal material for Qanun LKS that regulates sharia-based fintech lending, there is no law enforcer who oversees fintech lending traffic in Aceh, there are no facilities and infrastructure for law enforcement in fintech lending, and the lack of legal culture and legal awareness of the people of Aceh.

Keywords: Fintech Lending, Community Practices, Effectiveness, Qanun LKS

Abstrak

Pemanfaatan layanan pinjaman teknologi keuangan (fintech) oleh masyarakat Aceh cukup besar. Otoritas Jasa Keuangan (OJK) Provinsi Aceh mencatat peningkatan interaksi masyarakat Aceh dengan perusahaan fintech pinjaman yang meragukan kesesuaian syariahnya. Saat ini, Qanun tentang Lembaga Keuangan Syariah (LKS) hanya mengatur pinjaman langsung antara masyarakat Aceh dan perusahaan LKS yang beroperasi di Aceh. Oleh karena itu, penelitian ini bertujuan untuk menganalisis efektivitas implementasi Qanun LKS dalam praktik masyarakat Aceh yang menggunakan layanan pinjaman fintech. Penelitian ini dilakukan dengan dua pendekatan, yaitu pendekatan konseptual dan pendekatan normatif, dengan jenis penelitian hukum normatif. Sifat analisis penelitian ini adalah preskriptif. Hasil penelitian menunjukkan bahwa perkembangan teknologi pinjaman fintech memberikan peluang, memudahkan masyarakat Aceh untuk mendapatkan pinjaman online hanya dengan menggunakan website atau aplikasi smartphone. Terdapat peningkatan interaksi pinjaman online dengan perusahaan fintech pinjaman yang dilakukan oleh masyarakat Aceh dari tahun ke tahun. Dalam konteks regulasi hukum di Aceh, Qanun LKS hanya mengatur pembiayaan pinjaman langsung melalui perusahaan LKS yang beroperasi di Aceh. Oleh karena itu, dalam hal efektivitas hukum, penerapan Qanun LKS terhadap pemanfaatan layanan pinjaman fintech dalam praktik masyarakat Aceh belum efektif. Ada 4 indikator, yaitu tidak adanya bahan hukum Qanun LKS yang mengatur pinjaman fintech berbasis syariah, tidak adanya penegak hukum yang mengawasi lalu lintas pinjaman fintech di Aceh, tidak adanya fasilitas dan infrastruktur untuk penegakan hukum dalam pinjaman fintech, serta kurangnya budaya hukum dan kesadaran hukum masyarakat Aceh.

Kata Kunci: Pinjaman Fintech, Praktik Masyarakat, Efektivitas, Qanun LKS

INTRODUCTION

Sharia-based financial services operational system is one of the alternatives that can be used by people in Indonesia to fulfil economic needs. The sharia-based financial service system has many forms, for example in the form of Islamic banking, as well as non-bank companies, including Islamic finance company services. The operational pattern can also be carried out directly or indirectly through online transactions that are

easily utilised only by using online applications whose operational systems are sharia-based.¹

Nowadays, the presence of online transactions makes it easier for people to fulfil their needs. This online transaction is a form of *financial technology (fintech)*, which is the result of a combination of financial services with technology that changes the business model from traditional-conventional to moderate which initially had to be carried out by meeting face-to-face directly to remote transactions by conducting online transactions. One of the benefits of *fintech* services is the distribution of funds in the form of loans or *fintech lending* or *peer-to-peer (P2P) lending*, or commonly known as online loans.²

Specifically in Aceh, people who wish to utilise *fintech lending* services should ideally seek out and conduct loan financing transactions with companies that fulfil sharia principles. In this context, Aceh already has a Qanun on Sharia Financial Institutions, Qanun No. 11/2018 on Sharia Financial Institutions. In this Qanun LKS, LKS located within the territory of Aceh must carry out lending and borrowing activities in compliance with sharia principles, as stipulated in Article 1 point 8 *in conjunction* with Article 38 of the Qanun LKS.³

It's just that the public is currently utilising *fintech lending* services and interacting with non-sharia-based (conventional) *fintech* companies.

Interestingly, the number of consumers who are Acehnese is quite large and the total amount of loans is also quite large. Based on data from the Financial Services Authority (OJK) of Aceh Province, the performance of fintech peer to peer lending (online loans) registered with customer identities from Aceh amounted to IDR 1.83 trillion since online loans were permitted. The number of customers using *fintech lending* services from Aceh continues to increase from year to year with accumulated financing since the beginning of *fintech* until May 2023.

The problem is that the financial traffic, transactional, and operational patterns of financing companies in Aceh Province are required

¹ Muhammad Achyar, Chairul Fahmi, dan Riadhus Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah* 5, no. 2 (2024): 288–308.

²Wendy Liana dkk., *Financial Technology (FinTech): Pengantar dan Inovasi Teknologi Keuangan* (Jambi: Sonpedia Publishing Indonesia, 2024), hlm. 1-3.

³ Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia," *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 Mei 2023): 667–86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

to fulfil sharia-compliant lending principles as stipulated in the Qanun LKS. However, given that conventional *fintech lending* companies can be easily accessed by the people of Aceh, the legal force of the Qanun LKS tends to be less effective from the legal material aspect.⁴

In legal effectiveness theory, a legal problem can be applied effectively and optimally if it fulfils four indicators. *First*, there is good legal material. *Second*, there are good law enforcers. *Third*, there are good law enforcement facilities and infrastructure. *Fourth*, there is good public legal awareness.

From these four indicators, a preliminary analysis can be made as follows:

1. The widespread use of *financial technology (fintech) lending* services in Acehnese practice shows that Acehnese people's legal awareness of the importance of fulfilling sharia principles is still low.
2. Then, in terms of legal material in the Qanun LKS, it also does not regulate strict provisions regarding restrictions for the people of Aceh in utilising sharia-based *fintech lending* services. People who register themselves with Aceh domicile ID cards to apply for *fintech lending* services are also very easy. This means that people in practice can still freely apply for loans online with a conventional system. This is also an early indication that the implementation of Qanun LKS has not been effective.

Based on the description of the problem, this article aims to further analyse the use of *fintech lending* services in Acehnese practice in terms of the effectiveness of the implementation of Qanun LKS. For this reason, the problem in this article is studied entitled utilisation of *financial technology (fintech) lending* services in the practice of the people of Aceh, analysis of the effectiveness of the application of Qanun LKS.

RESEARCH METHODS

The research method used in this article is qualitative research, based on statutory approach.⁵ Meanwhile, the conceptual approach is an

⁴ Muhamad Ibrahim, "Pro Kontra Revisi Qanun LKS, Ini Kata Bankir," *Infobanknews* (blog), 28 Mei 2023, <https://infobanknews.com/pro-kontra-revisi-qanun-lks-ini-kata-bankir/>.

⁵An explanation of this *conceptual approach* and *statute approach* can be found in several literatures, for example in, Peter Mahmud Marzuki, *Penelitian Hukum*, Cet. 13, (Jakarta: Kencana Prenada Media Group, 2017), hlm. 133-137; Jonaedi Efendi dan Prasetyo

approach in which the problem is approached with theories and concepts to be used as the basis of analysis or a stepping stone in analysing research problems.⁶

This type of research includes normative legal research or normative juridical.⁷ Data is obtained by classifying data into primary, secondary and tertiary legal materials. The data collection technique in this research is carried out by literature study with a *survey books* model relevant materials. The nature of the analysis in this research is *prescriptive* (*prescriptive-analysis*). Prescriptive analysis in legal studies means that what is studied and analysed are legal objectives, legal values and principles, validity, effectiveness of a rule of law, legal concepts and legal norms. The nature of this analysis is intended to provide an argument for the results of the research that has been carried out. Argumentation is carried out by researchers to provide prescriptions or judgements about right or wrong or what should be according to the law against facts or legal events from the research results.⁸

For that, the context of legal research, prescriptive intends to find the right legal issues.⁹ Prescriptive analysis in this research intends to analyse issues concerning the analysis of the use of *financial technology* (*fintech*) *lending* services in the practice of Acehnese society, an analysis of the effectiveness of the application of Qanun LKS.

DISCUSSION RESULTS

A. Legal Effectiveness Theory

Before moving on to discuss the theory of legal effectiveness, at the beginning of this discussion it is necessary to first state the terminology of legal effectiveness. the term legal effectiveness is composed of two words.

Rijadi, *Metode Penelitian Hukum Normatif Empiris*, Edisi Kedua, Cet. 5, (Jakarta: Kencana Prenada Media Group, 2022), hlm. 132; I Made Pasek Diantha, *Metode Penelitian Hukum Normatif dalam Justifikasi Teori Hukum*, Cet. 2, (Jakarta: Kencana Prenada Media Group, 2017), hlm. 159.

⁶Marzuki, *Penelitian Hukum*, hlm. 133-137; Jonaedi Efendi dan Johnny Ibrahim, *Metode Penelitian Hukum Normatif dan Empiris* (Jakarta: Kencana Prenada Media Group, 2018), hlm. 132.

⁷ 2003037702 Muhammad Siddiq Armia, *Penentuan Metode Pendekatan Penelitian Hukum* (Banda Aceh: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022), <https://repository.ar-raniry.ac.id/id/eprint/22862/>.

⁸Suyanto, *Metode Penelitian Hukum: Pengantar Penelitian Normatif, Empiris dan Gabungan* (Gresik: Unigres Press, 2023), hlm. 179.

⁹Moh. Aksin dan Masidin, *Penelitian Hukum Normatif*, (Jakarta: Kencana Prenada Media Group, 2023), hlm. 55.

The term effectiveness comes from the word effective. The word effective itself was originally taken from the word effect, meaning effect, impact. The word effective means that there is an effect or there is an influence (the impression), efficacious, effective, can bring results, and come into force related to legislation or regulations.¹⁰

Meanwhile, the term effectiveness is originally taken from English, namely *effectiveness*, also known as *effectiviteit* (Dutch) or *fa'aliyyah* (Arabic).¹¹ The concept of effectiveness is closely related to organisations, including the enactment of a rule of law. The meaning of effectiveness is simply a measure of the success or failure of an organisation in achieving its goals.¹² If you trace the concept of effectiveness along with the definitions given by experts, you will find various contexts both in the context of organisational performance, including in the context of the effectiveness of the application of a law. Effectiveness is the degree to which a *social system* (*social system*) is able to achieve its goals. Effectiveness relates to an achievement of a goal. This means that effectiveness is only related to the extent to which planned goals can be achieved. As for the term law, it is simply understood as a rule, provision, benchmark, norm.¹³

According to terminology, the law is a provision stipulated by the authorities, has a binding force that is able to force legal subjects to do and or not do an act, and is accompanied by sanctions for violators.¹⁴

Legal effectiveness is a theory that relates to how the law works in society, and specifically how the law is obeyed. Legal effectiveness is a situation where the law with all its devices and forms is obeyed or carried out by the community and the apparatus (government, or state

¹⁰Tim Redaksi, *Kamus Bahasa Indonesia* (Jakarta: Pusat Bahasa Depdiknas, 2008), hlm. 374.

¹¹John M. Echols dan Hassan Shadily, *Kamus Indonesia Inggris*, Edisi Ketiga, (Jakarta: Gramedia Pustaka Utama, 1992), hlm. 153; J.M. Cowan, *Arabic English Dictionary*, Edisi Ketiga (New York: Spoken Language Services, 1976), hlm. 721; Sofia Thrion dan Steven Patty, *Kamus Bahasa Belanda Indonesia-Indonesia Belanda* (Jakarta: Gramedia Pustaka Utama, 2012), hlm. 85.

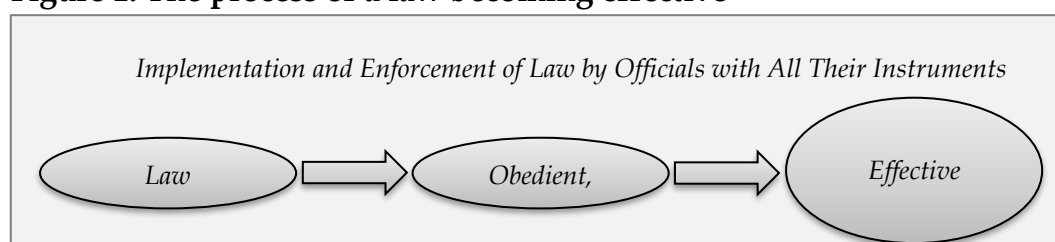
¹²Kurhayadi, Yeti Rohayati, dan Bambang Sucipto, *Kebijakan Publik di Era Digitalisasi*, (Yogyakarta: Deepublish, 2020), hlm. 133.

¹³Rahman Syamsuddin, *Pengantar Hukum Indonesia* (Jakarta: Kencana Prenada Media Group, 2019), hlm. 2.

¹⁴Abdul Manan, *Pembaruan Hukum Islam di Indonesia*, Pertama (Jakarta: Kencana Prenada Media Group, 2017), hlm. 34; Muhammad Tahir Azhary, *Negara Hukum Suatu Studi tentang Prinsip-Prinsipnya Dilihat dari Segi Hukum Islam, Implementasinya pada Periode Negara Madinah dan Masa Kini* (Jakarta: Kencana Prenada Media Group, 2018), hlm. 45; Achmad Ali, *Menguak Realitas Hukum* (Jakarta: Kencana Prenada Media Group, 2010), hlm. 12.

administrators) as legal subjects. The measure of legal effectiveness is obedience to the law itself, either obedience to written rules or to unwritten norms that apply in society.¹⁵ So, the relationship between law and legal effectiveness is in the form of achievements from the rules that have been made by the authorities. For this reason, this aspect of legal effectiveness can be described as follows:

Figure 1: The process of a law becoming effective



Source: Data Processed (2025).

According to Achmad Ali, legal effectiveness talks about the extent to which a legal rule is obeyed or not obeyed, including also the degree of effectiveness, for example whether people obey a rule because the rule is in line with the value standards they believe in, or they obey the rule because it is in line with their interests or the rule benefits the person concerned. In measuring legal effectiveness, it does not only revolve around written norms in the law, but also unwritten legal norms such as legal values that live in society.¹⁶

In this theory of legal effectiveness, the law can apply and run well if it has fulfilled several indicators. However, experts differ in determining the components that are indicators of legal effectiveness. Munir Fuady, for example, only mentions 2 (two) indicators, namely:¹⁷

- a. The rule of law must be applicable.
- b. The rule of law must be acceptable to society.

Peter Mahmud Marzuki argues that the law will not be able to work without being supported by strength and even by physical strength.¹⁸ The stronger the physical strength that supports the law, the more effective the

¹⁵Faisal Santiago dan M. Natsir Asnawi, *Pengantar Teori Hukum: Dasar-dasar dan Perkembangan Teori Hukum dari Zaman Klasik Hingga Post-Modern*, (Jakarta: Kencana Prenada Media Group, 2024), hlm. 100.

¹⁶Achmad Ali, *Menguak Teori Hukum & Teori Peradilan: Legal Theory & Judicialprudence* (Jakarta: Kencana Prenada Media Group, 2017), hlm. 375.

¹⁷Munir Fuady, *Teori-Teori Besar dalam Hukum* (Jakarta: Kencana Prenada Media Group, 2014), hlm. 117.

¹⁸ Marzuki, *Penelitian Hukum*.

function of the law, thus the safer the life of the community from the threat of social disintegration.¹⁹ Satjipto Rahardjo argues that national law has all the equipment to be carried out effectively, ranging from written texts, law enforcement officers, financial support. National law has legitimacy throughout the country and is enforced. The people must obey the national law.²⁰ On the same occasion Satjipto Rahardjo also mentioned that the law can certainly only be effective if there is a common understanding between the apparatus and the people about the content of the law and why the law should do this or that to them.²¹ So the supporting indicators of legal effectiveness according to Satjipto Rahardjo are:

- a. The existence of a written text of law.
- b. The existence of law enforcement officers.
- c. Financial support.
- d. There is legal compliance from the community.
- e. Legal awareness of officials and communities.

According to Achmad Ali, the factors that influence obedience to a legal norm so that it is effective are:²²

- a. The relevance of the general rule of law, with the legal needs of the people who are the target of the general rule of law. Therefore, if the rule of law in question is in the form of a law, the legislator is required to be able to understand the legal needs of the target of the enactment of the law.
- b. Clarity of formulation of the substance of the rule of law, so that it is easily understood by the target of the enactment of the rule of law. The formulation of the substance of the legal rules must be well designed. If the rule is written, it must be written clearly and be able to be understood with certainty. Although later it still requires interpretation from law enforcers who will apply it.
- c. Optimal socialisation of all targets of the law.
- d. If the law in question is legislation, then the thing that should be the rule should be prohibitive, not mandatory, because the rule of law

¹⁹Peter Mahmud Marzuki, *Pengantar Ilmu Hukum*, Ed. Revisi, Cet. 13 (Jakarta: Kencana Prenada Media Group, 2021), hlm. 77.

²⁰Satjipto Rahardjo, *Progressive Law Enforcement* (Jakarta: Kompas Book Publisher, 2010), p. 120.

²¹Rahardjo, p. 112.

²²Achmad Ali, *Revealing Legal Theory & Judicial Theory*, p. 302-303.

that is prohibitive (*prohibitur*) is easier to do than the law that is mandatory (*mandatur*).

- e. The sanctions threatened by the rule of law must be matched with the nature of the rule of law violated.
- f. The severity of the punishment provided for in the law must be proportionate and feasible.
- g. Law enforcers process violations of the law.
- h. Legal rules that contain moral norms in the form of prohibitions will be much more effective than legal rules that are contrary to the moral values adopted by the community that is the target of the enactment of these rules.
- i. The effectiveness or ineffectiveness of a rule of law in general, also depends on whether the law enforcement apparatus is optimal and professional to enforce the enactment of the rule of law, starting from the stages of making it, its socialisation, the law enforcement process, and its application to concrete legal cases.
- j. Whether or not a rule of law is generally effective, it must also require the existence of a minimum socio-economic standard of living in society.
 - a. Legal material
 - b. Law enforcement
 - c. Facilities and infrastructure in enforcing the law
 - d. Public legal awareness/legal compliance

According to Friedman, people obey a rule of law only if they consciously change their behaviour in an observable way. So compliance is conscious behaviour, not unconscious or forced behaviour.²³ Legal effectiveness in this legal awareness indicator does not only apply in the context of written (positive) law, but also in the context of unwritten (customary) law.²⁴ This is in line with Pide's review, that legal awareness becomes a guideline for law enforcement and legal obedience (legal effectiveness). This means that public legal awareness becomes the main parameter in the process of structuring a law. Not because of fear of

²³Lawrence M. Friedman, *The Legal System: A Social Science Perspective*, (Terj: M. Khozim), (Bandung: Nusa Media, 2019), p.. 70.

²⁴ Iwandi Iwandi, Rustam Efendi, dan Chairul Fahmi, "THE CONCEPT OF FRANCHISING IN THE INDONESIAN'S CIVIL LAW AND ISLAM," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 2 (29 September 2023): 14–39, <https://doi.org/10.22373/al-mudharabah.v5i2.3409>.

sanctions but because of the awareness that the law is in accordance with the values that grow in society, so the law must be obeyed.²⁵ Meanwhile, according to Syahrizal Abbas, the law is effective if four indicators are fulfilled:²⁶

- a. Legal material
- b. Law enforcement officers
- c. Law enforcement facilities and infrastructure
- d. Public legal awareness and culture

B. Financial Technology (Fintech) Lending Services

Financial technology (fintech) lending is a type of financial service based on digital technology. Fintech stands for financial technology, which in Indonesian is called financial technology. The term *fintech* is a term that is now popular in the community. Fintech is synonymous with transactions that include payments, lending, shipping, investing, borrowing money, and others easily and quickly. With the existence of fintech, it provides various advantages including saving time, mind, energy and costs. This is because there are facilities that facilitate and also speed up every transaction made and .²⁷

Quoted from Bank Indonesia, fintech is the result of mixing financial services and technology services. In the past, if you wanted to transact and pay, both parties had to meet with cash. With the advent of *fintech*, these payments can be made across great distances and in a very short duration of time. *Fintech* is a blend of finance and technology.²⁸

Fintech is an industry sector that uses technology products as its transaction model because the use of technology is considered more efficient in serving financial services.²⁹ Article 1 point 1 of Bank Indonesia Regulation Number 19/12/PBI/2017 on the Implementation of Financial Technology, financial technology is defined as the use of technology in the financial system that produces new products, services, technology, or

²⁵A. Suriaman Mustari Pide, *Customary Law: Past, Present and Future*, Cet. 3 (Jakarta: Kencana Prenada Media Group, 2017), p.. 163.

²⁶Syahrizal Abbas and Munawar A. Djalil, *A New Paradigm of Sharia Law in Aceh* (Banda Aceh: Aceh Islamic Sharia Office, 2018), p.. 34.

²⁷Ana Toni Roby Candra Yudha et al, *Sharia Fintech: Theory and Application*, (Surabaya: Scopindo Media Pustaka, 2020), p.. 2.

²⁸Wendy Liana et al, *Financial Technology-FinTech: Introduction and Innovation in Financial Technology*, (Jambi: Sonpedia Publishing Indonesia, 2024), p. 1.

²⁹Arinal Rahmawati, *Financial Technology*, (Tasikmalaya: Perkumpulan Rumah Cemerlang indonesia, 2022), p. 1-2.

business models and can have an impact on monetary stability, financial system stability, efficiency, smoothness, security, and system reliability.³⁰

According to the National Digital Research Centre (NDRC), the term *fintech* is an innovation using modern technology in the financial field. In essence, *fintech* is a technology-based financial service, which *fintech* as an innovative service in the financial services field that uses an online system is one of the *fintech* products such as payment of electricity bills, vehicle instalments, or insurance premiums made online, both remittances and balance checks using mobile banking which is also a *fintech* product.³¹

Technology has always impacted the financial industry with advancements that change the process or the way the financial industry operates. What is special about the current *fintech* revolution is that the speed at which new technologies are being tested and introduced in finance is faster than ever before. More importantly, however, the *fintech* revolution is unique in that many of the changes come from outside the financial industry. The scope of activities in *fintech* is quite a lot and has a relatively broad type and scope. as for the scope of *fintech* activities, namely:

- a. Mobile payments and money transfers
- b. *Peer-to-peer* lending
- c. *Crowdfunding*
- d. *Blockchain*
- e. *Cryptocurrency*
- f. *Robo-investing*.³²

Especially in the form of loans, this *fintech* service is called *fintech peer-to-peer lending* (P2P Lending) or also known as *fintech lending*. *Fintech lending* is defined as the implementation of financial services to bring together funders or *lenders* (*lenders*) with fund recipients or loans (*borrowers*) in order to make and lending agreements in rupiah currency, where in the implementation process is by utilising technology through *web* pages or applications, without meeting in person. *Peer-to-Peer Lending* or *fintech lending* opens opportunities for the community and offers solutions for certain borrowers who need money to expand their business but have

³⁰ Jarmanisa dkk., "ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE CONTEXT OF KAFALAH CONTRACT," *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (1 Oktober 2021): 126–46, <https://doi.org/10.22373/jurista.v5i2.11>.

³¹ Yudha et al, *Sharia Fintech*, p. 2.

³²Liana et al., *Financial Technology (FinTech)* p, 2024, . 1.

limited asset collateral and do not have access to traditional bank credit (*unbankable*). In addition to opening up opportunities for *borrowers*, *fintech lending* also opens up investment opportunities for *lenders* to benefit.³³

In its development, *fintech lending* or *P2P lending* is actually many people who use it. Generally, *P2P lending* or *fintech lending* services are carried out with conventional operations. Given that there are quite a lot of users, meaning that many people use technology in applying for loans, there is a policy that the operational patterns that apply in *fintech lending* must be in accordance with sharia principles. For this reason, sharia *fintech lending* or *P2P lending* products emerged. Sharia *P2P Lending* or sharia *fintech lending*, as a financial innovation that combines technology with Islamic financial principles, has become the centre of attention in economic and financial research.³⁴

In August 2020, OJK established the Indonesian Sharia *Fintech* Association (AFSI) to oversee Digital Financial Innovation. The aim is to accelerate the development of Islamic *fintech*, in line with the advancement of conventional *fintech*. OJK continues to endeavour to expand the reach of the business to attract more consumers and improve operational efficiency. By using *Fintech P2P Lending*, it is the right step to achieve this goal. *P2P Lending* or *fintech lending* can make it easier for users to meet the needs of both prospective clients and potential investors or business partners regarding investment portfolio selection and financial access. *Fintech lending* provides information to potential investors about various investment options through a marketplace that displays information about companies that can raise funds, including individuals and entities that can raise funds.³⁵

Fatwa of the Indonesian Ulema Council (MUI) No. 116/DSN-MUI/IX/2017 on sharia electronic money and Fatwa No. 117/DSNMUI/II/2018 on information technology-based financing services were issued in response to the public's need for *fintech*. The fatwa is useful

³³ Frischa Faradilla Arwinda Mongan and Carolus Askikarno Pala'langan, *Fintech Peer To Peer Lending in Indonesia: Opportunities and Challenges*, (Ponorogo: Uwais Inspirasi Indonesia, 2024), p. 1.

³⁴ Juniaty Ismail, *Monograph on Sharia Fintech Peer-To-Peer Lending Literacy in Micro and Small Businesses: Application of AISAS and Gender Perspective*, (Banyumas: Pena Persada, 2024), p. 63.

³⁵ Ahyadatul Khoiriyah and Miswan Ansori, "The Role of Sharia Fintech Peer to Peer Lending in Increasing Access to Financing for MSMEs in Indonesia," *Indo-Fintech Intellectuals: Journal of Economics and Business* Vol. 4, no. 4 (10 August 2024): p. 1438., <https://doi.org/10.54373/ifijeb.v4i4.1586>.

for Islamic financial institutions (LKS) that have not been regulated in certain laws. Although the entire legal umbrella has not yet become a law, this can be seen as a quick step by the government in responding to the rapid development of digital-based economic activities.

C. Qanun LKS

Qanun is a regulation made by the government, its function is to regulate people's lives. The term qanun in the legal aspect in Aceh, is a local regulation whose position is below the law.³⁶ One of the important aspects in the legal regulation of Islamic banking in Aceh is the enactment of a qanun on Islamic financial institutions, namely Qanun No. 11/2018 on Islamic Financial Institutions (Qanun LKS). The growth and development of financial institutions in Aceh is basically inseparable from the development of financial institutions in Indonesia in general, and even in the Islamic world.³⁷

In Aceh in particular, the development and growth of Islamic banking, including financing service providers, cannot be separated from the growth of Islamic financing institutions in Indonesia in general. However, the existence of Islamic financing institutions in Aceh has basically grown with the existence of an institution in the form of the Hareukat Islamic People's Financing Bank on 10 November 1991.³⁸ However, the idea of establishing an Islamic financing institution in Aceh specifically has existed and started since 1957.³⁹ Currently, various businesses, business units and Islamic financial institutions, Islamic financing institutions have been found in Aceh with various types, ranging from specialised businesses in the field of Islamic financing and Islamic banking, including in the form of Islamic cooperatives.

In 2018, the government together with the DPRA (Aceh People's Representative Council) has issued a qanun that regulates the traffic patterns and operations of Islamic financial institutions, Qanun LKS. LKS is a Sharia Financial Institution, which is an institution that carries out activities in the banking sector, non-banking Islamic financial sector and other financial sectors according to sharia principles. The meaning of sharia

³⁶ Abdul Manan, *Aceh Syar'iyah Court in the Politics of National Law* (Jakarta: Kencana Prenada Media Group, 2017), p.. 230.

³⁷ Chairul Fahmi, Sri Wahyuni, dan Laila Muhammad Rasyid, "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS," *JURISTA: JURNAL HUKUM DAN KEADILAN* 6, no. 2 (1 Oktober 2023): 1-22.

³⁸ Gemala Dewi, *Legal Aspects of Sharia Banking and Insurance in Indonesia*, (Jakarta: Kencana Prenada Media Group, 2017), p. 56.

³⁹ Bank Aceh Syariah, *Annual Report*, (Banda Aceh: Bank Aceh Syariah, 2017), p. 70.

bank in this Qanun LKS is a bank that runs its business based on sharia principles and according to its type consists of Sharia Commercial Banks and Sharia People's Financing Banks and sharia business units. Islamic non-bank financial institutions are institutions engaged in the activities of capital markets, insurance, pension funds, venture capital, pawnshops, cooperatives, Islamic financing institutions, factoring, microfinance institutions and other financial service institutions whose implementation is not contrary to sharia principles. Sharia principles are the principles of Islamic law and ethics in financial activities based on fatwas issued by institutions that have the authority to determine fatwas in the field of sharia.

The Qanun LKS was established for several reasons. The preamble of the Qanun LKS mentions the basis for the establishment of the qanun, including the basis of the Quran and Sunnah as the main basis of Islam which brings mercy to all nature, has become the belief and life guide of the people of Aceh. In addition, the Qanun LKS was also born on the basis of the implementation of the Memorandum of Understanding between the Government of the Republic of Indonesia and the Free Aceh Movement in Helsinki 15 August 2005. In order to realise a just and prosperous Acehnese economy under the auspices of Islamic law, the services of Islamic financial institutions are required.

The need of the people of Aceh for Islamic financial institutions as one of the important instruments in the implementation of Islamic economics, and several juridical foundations such as Article 2 of Law Number 44 of 1999 on the Implementation of the Specialty of the Special Province of Aceh, Law Number 11 of 2006 on the Government of Aceh, Aceh Qanun Number 8 of 2014 on the Principles of Islamic Sharia. So the existence of Qanun LKS in regulating the operational traffic of Islamic financial institutions is an important aspect in order to comply with the values and principles of sharia.⁴⁰

D. Utilisation of *Fintech Lending Services* in Acehnese Society

Nowadays, economic needs and business development are one of the reasons why people in Aceh apply for financing in the form of loans.⁴¹ There

⁴⁰ Rahmad Kurniawan, Nur Asnawi, dan Chairul Fahmi, "Juridical-Philosophical Review of the Position of Sharia Compliance in Islamic Banking in Indonesia," *Jurnal Ilmu Hukum Tambun Bungai* 9, no. 2 (2024): 531–45.

⁴¹ Raudhatul Jannah, Chairul Fahmi, dan Azka Amalia Jihad, "Financing Micro, Small and Medium Enterprises (MSMEs) After the Implementation of Qanun LKS in the Perspective of Maqashid Syariah," *AJIEL - Ar-Raniry Journal of Islamic Economic Law* 1, no. 1 (2 Juni 2024): 1–25.

are many applications for online loans or *fintech lending* by the people of Aceh. The utilisation of *fintech lending* services by the people of Aceh is done through various websites and applications. In Indonesia, there are 103 *peer to peer lending* (or P2P Lending or *fintech lending*) *fintech* companies that have been registered and licensed by the Financial Services Authority (OJK).⁴²

The following table presents the types of *fintech*.⁴³

Table 1: Types of Fintech

No.	Fintech	Types of Fintech
1	Digital Funds	<i>Payment Channemel System</i>
2	Linkaja	
3	Ovo	
4	Gopay	
5	Shopeepay	
6	Alami Syaria	<i>Peer to peer lending (P2P lending or fintech lending)</i>
7	Astrapay	
8	Julo	
9	Capital Fund	
10	Kitabisa	<i>Crowdfunding</i>

Source: Firmasyah, (2023).

Fintech companies, especially *fintech lending*, also have sharia *fintech lending*, namely Alami, Investree, Ammana, Dana Syariah and Danakoo.⁴⁴ In the context of Aceh, users of *fintech lending* services are quite numerous. Based on data revealed by the OJK of Aceh Province, it has recorded the distribution of *fintech lending* or online loans registered with the identity of customers from Aceh amounting to Rp. 1.9 trillion, namely since the beginning of the online loan was permitted with *outstanding* or *outstanding* financing in June 2023 of Rp. 116 billion or grew 4.63 percent from the position in May 2023 of Rp. 111 billion. In this case, OJK Aceh Province

⁴² Alif Alfian Rezeki, "The Effect of Ease, Benefits and Social Influence on the Interest of Umkm Actors in Using Sharia Peer To Peer Lending in Banda Aceh," (Thesis, Faculty of Sharia and Law, Banda Aceh, UIN Ar-Raniry, 2022), p. 87-88, <http://repository.ar-raniry.ac.id>.

⁴³ Firmansyah, "The Impact of Financial Technology (Fintech) Implementation on the Development of MSMEs in Banda Aceh in the Review of Maqashid Syariah," (Thesis, Faculty of Sharia and Law, Banda Aceh, UIN Ar-Raniry Banda Aceh, 2023), p. 4., <https://repository.ar-raniry.ac.id/>.

⁴⁴ Rezeki, "The Effect of Ease, Benefits and Social Influence on the Interest of Umkm Actors in Using Sharia Peer To Peer Lending in Banda Aceh," p. 63.

recognises that the number of customers using online lending services for people with identities from Aceh continues to increase from year to year. The accumulation of *fintech lending* financing seems large because the loan period in *fintech lending* is usually short and less than a year.⁴⁵

Users from the Acehnese community who utilise *fintech lending* services are also quite diverse, some use it to be able to meet consumptive needs, as well as for business capital. In addition, the problem is that the people of Aceh who make transactions and utilise *fintech lending* services do not pay attention to sharia aspects. That is, there is an opportunity for the people of Aceh to conduct transactions in conventional *fintech lending* services, not in sharia *fintech lending* services.

Especially in Banda Aceh City, there are relatively many users of *fintech lending* services. This can be seen in the following table:

**Table 2: Number of Sharia Fintech Lending Users
in Banda Aceh**

No.	<i>Fintech Lending</i> Name	Total	Percentage
1	Experience	859	32%
2	Amanna	684	25%
3	Astrapay	435	16%
4	Danakoo	412	15%
5	Sharia Fund	311	12%
Total		3.385	100%

Source: Aftech (2025).

Based on the table above, it can be seen that people use *fintech lending* from the Alami application with a total of 859 users or 32%, then users of financing from the Amanna application with a total of 684 users (25%), then astrapay with a total of 435 (15%), then Danakoo with a total of 412 (15%) and the last is Dana Syariah with a total of 311 users (12%).⁴⁶

Based on the description above, it can be seen that people who use *fintech lending* are quite large. This is supported by data from the previous OJK which explains that online loans registered with customer identities

⁴⁵ Ayla Natasya dan Sayed Mohammad Reza Yamani, "THE VALIDITY OF TRANSACTIONS ON THE ACTION MOBILE APPLICATION OF BANK ACEH SYARIAH, INDONESIA," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (20 Juni 2023): 37–63, <https://doi.org/10.1234/jurista.v7i1.68>.

⁴⁶Rezeki, "Pengaruh Kemudahan, Manfaat Dan Social Influence Terhadap Minat Pelaku Umkm Menggunakan Peer To Peer Lending Syariah di Banda Aceh," hlm. 89.

from Aceh amounted to Rp. 1.9 trillion. This illustrates that the utilisation of *fintech lending* services is in great demand by the community. However, the problem is the aspect of compliance in fulfilling sharia values and principles. This is in accordance with the provisions contained in the Qanun LKS as described earlier, that all forms of traffic in Islamic financial institutions, and traffic in financing operations must be carried out by fulfilling the values and principles of sharia.⁴⁷

E. Analysis of the Effectiveness of the Implementation of Qanun LKS on the Utilisation of *Fintech Lending* Services in Aceh's Community Practice

The development of digital and application-based technology and information today also has a significant influence on the operational system of financing in the field of lending funds, from initially *borrowers* (*borrowers*) and *lenders* (*lenders*) must meet directly, to indirectly only using applications via smartphones, which is currently known as *fintech lending*. Given the large number of users of this *fintech lending* service, OJK has set several rules and a number of licences for companies that provide online lending services, especially in Aceh, people use online loan services quite a lot with various needs, ranging from business capital, fulfilment of consumptive needs, to funds used to be able to close debts. Based on data submitted by OJK Aceh Province, online loan or *fintech lending* users are dominated by teachers, followed by employees and MSME players. The percentage of users in Aceh can be seen in the following table:⁴⁸

Table 3. *Fintech Lending* Users in Aceh

No.	User	Percentage
1	Teacher	42%
2	Former employees who have been laid off	20%
3	Housewife	18%
4	Employees	9%

⁴⁷ Puja Ansari dan Intan Quratul Aini, "Implementation of DSN-MUI Fatwa Number 108/DSN-MUI/X/2016 Concerning Halal Tourism at Tuan Tapa Tourism, South Aceh," *AJIEL - Ar-Raniry Journal of Islamic Economic Law* 1, no. 1 (30 Juni 2024): 54–75.

⁴⁸ Accessed via: <https://www.rmolaceh.id/ojk-sebut-pengguna-pinjol-terbanyak-ak-di-aceh-is-a-teacher>, 27 January 2025.

5	Other professions that also use <i>fintech lending</i> in Aceh include traders, students, barbers, and Ojek Online (Ojol) drivers.	11%
Total		100%

Source: *www.rmolaceh.id*, 2023.

Acehnese who wish to utilise *fintech lending* services should ideally seek and conduct loan financing transactions with companies that fulfil sharia principles. In terms of legal provisions (formal juridical), the utilisation of *fintech lending* services in Aceh has not been regulated in detail. However, the operational system of money lending finance companies has been regulated in the provisions of Qanun Number 11 of 2018 concerning Sharia Financial Institutions. In this Qanun LKS, LKS located in the territorial area of Aceh must carry out lending and borrowing activities by fulfilling sharia principles, as stipulated in Article 1 point 8 in conjunction with Article 38 of the Qanun LKS. Article 1 point 8 of the Qanun LKS states:

Shari'ah Financial Institutions, hereinafter abbreviated as LKS, are institutions that carry out activities in the banking sector, non-banking shari'ah financial sector and other financial sectors according to shari'ah principles.

Then, Article 38 and Article 39 of the Qanun LKS states:

Article 38:

- (1) *LKS business activities include financial service transactions, cooperation in community business development, both through distribution, financing, deposit management and investment to partners and / or other LKS.*
- (2) *In addition to the business activities as referred to in paragraph (1) LKS must carry out social financial activities.*
- (3) *Social finance activities as referred to in paragraph (2) are sourced from corporate social responsibility activities and the collection of benevolent funds.*
- (4) *Financial service transactions as referred to in paragraph (1) include Deposits or deposits, Loans and remittances.*
- (5) *Financial transactions as referred to in paragraph (1) may occur between LKS and partners, LKS and LKS and Partners with partners.*
- (6) *Community business development cooperation is intended to develop real sector businesses.*
- (7) *LKS must play an active role in collecting religious assets in the form of waqaf, grants, zakat, infaq and sadaqah in cash.*
- (8) *In collecting religious treasures as referred to in paragraph (7), the LKS coordinates with the BMA or BMK.*

Article 39:

LKS can carry out business activities, among others, in the form of:

- a. *Buying and selling;*
- b. *Investment Cooperation;*
- c. *Lending and borrowing (qardh);*
- d. *Money traffic services;*
- e. *Lease; and*
- f. *Other businesses based on Shari'ah Principles in accordance with the provisions of laws and regulations.*

Based on the provisions of the article above, it can be seen that the Qanun LKS has provided limitations for all LKS, where these limitations apply generally in the form of the obligation of LKS to fulfil sharia principles in their operations. In the context of lending money, the contract used is a *qardh* contract, and must fulfil sharia principles, one of which is to avoid usury, which is the excess paid by the borrower to the LKS company that provides the loan.⁴⁹

The problem that arises regarding the provisions of the Qanun LKS is that the Qanun LKS has not regulated in detail the procedures and processes of loan financing using *fintech lending* services. Nowadays, Acehnese people who apply for loan financing do not only interact with LKS in Aceh, but it has been found (based on previous data from OJK) that people make use of *fintech lending* financing practices and have the opportunity to interact with non-sharia or conventional-based *fintech* companies. If the community uses LKS as a place to borrow money, then the Qanun LKS becomes the guidance and legal instrument that regulates it. The operational pattern is determined to be in accordance with sharia principles, which are free of usury, zalim, fraud, and *gharar* (uncertainty), while the contract used is a *qardh* contract as stated in Article 39 letter c of the previous Qanun LKS. However, if people use online loan services from fintech companies, there is no specific regulation in Aceh that materially regulates it.⁵⁰

On the one hand, non-sharia (conventional) fintech lending companies can be easily accessed by the people of Aceh. On the other hand, the legal force of Qanun LKS tends not to be able to bind and provide restrictions to the people of Aceh in interacting with *fintech lenders*.

⁴⁹ Fahmi, Wahyuni, dan Rasyid, "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS."

⁵⁰ Ahmad Luqman Hakim dan Irfa Munandar, "THE LEGALITY OF MURABAHAH CONTRACTS SYSTEM IN ISLAMIC FINANCING INSTITUTIONS: An Analysis of Muḥammad Bin Ṣāliḥ Al-Uṣaimīn's Thought," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (2023): 24–36, <https://doi.org/10.1234/jurista.v7i1.66>.

Therefore, it is still less effective from the aspect of legal material. Because, there are no detailed rules in Qanun LKS, so it can be said here that there is still a legal vacuum in Qanun LKS in regulating sharia-compliant fintech lending traffic.⁵¹

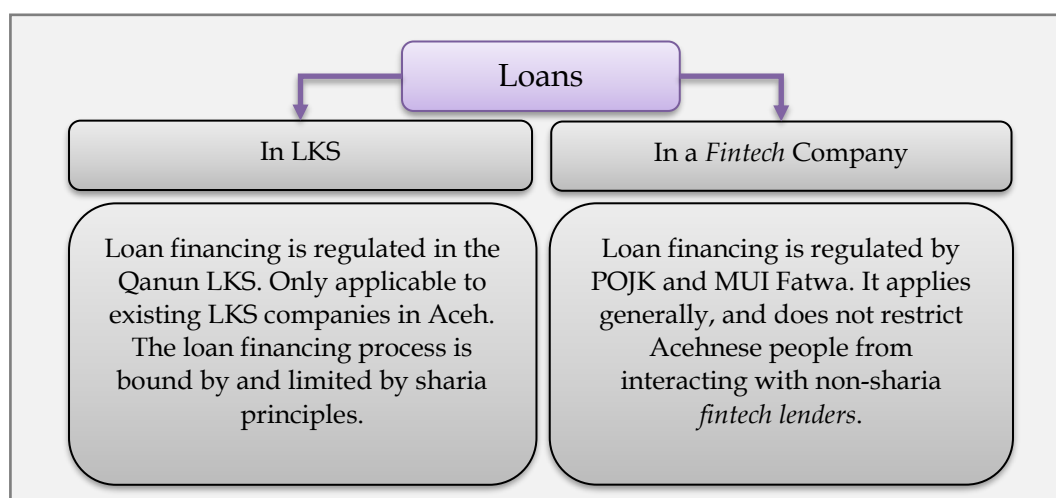
Currently, the regulation of sharia-based *fintech lending* is only stipulated through OJK regulations, namely the Regulation of the Financial Services Authority of the Republic of Indonesia Number 10/Pojk.05/2022 on Information Technology-Based Joint Funding Services. In this regulation, it only mentions operational patterns for *fintech lending* companies that want to implement sharia principles.⁵²

Then, the regulation of sharia-based fintech lending is also contained in the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) Number 117/DSN-MUI/II/2018 concerning Information Technology-Based Financing Services Based on Sharia Principles. In this context, these two regulations, and several other regulations governing sharia-based *fintech lending*, are not binding for the people of Aceh specifically. Because these rules are general, and only for people who are aware of the law who conduct sharia-based *fintech lending* service transactions. Meanwhile, to make it binding and limiting for the people of Aceh, there must be special rules in the form of qanun. In this case, the Qanun LKS has not yet touched the aspect of *fintech lending* services. The following is a picture of the loan arrangements for the people of Aceh through LKS and fintech lending:

Figure 2. Lending Practices and their Regulation in Qanun LKS

⁵¹ Setia Setia dan Marium Kamal, "PROFIT-SHARING IN CATTLE COOPERATION PROJECT: An Analysis of the Mudharabah Contract Model in Islamic Law," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (30 Juni 2023): 86–105, <https://doi.org/10.1234/jurista.v7i1.72>.

⁵² Setia dan Kamal.



Source: Data Processed (2025).

Based on the description above, it can be seen that the Qanun LKS does not or has not touched the dimension of financing using fintech lending.⁵³ This certainly results in the legal regulation of sharia-based online loans among the people of Aceh relatively ineffective. In this aspect, to see and analyse the effectiveness of the law in the application of Qanun LKS to the use of financial technology (fintech) lending services in the practice of Acehnese society, it can be stated in four indicators,⁵⁴ namely the material side of the law, law enforcers, facilities and infrastructure for law enforcement, and legal culture or legal awareness in society,⁵⁵ as the theory of legal effectiveness that has been reviewed in the previous discussion.

- a. Seen from the aspect of legal material. A legal provision has binding power and is able to run effectively if the formulation of legal material already exists. This applies to the principle of *legality*, namely that a legal action can be held responsible if there is legal material that regulates it. Then, the legal material in a rule of law (whether in the form of a law or regional regulation or qanun) must be detailed, easy to understand, and contain limitations, so that law enforcement can be carried out optimally and effectively. In this context, Qanun LKS is one of the qanuns that regulates the operational patterns of LKS, both banks and non-banks that provide

⁵³ Chairul Fahmi, "Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia," *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (9 September 2024): 79–95.

⁵⁴Rusjdi Ali Muhammad dan Syahrizal Abbas, *Landasan Filosofi Pelaksanaan Syariat Islam di Aceh* (Banda Aceh: Dinas Syariat Islam Aceh, 2018), hlm. 133.

⁵⁵Abbas dan Djalil, *Paradigma Baru Hukum Syariah di Aceh*, hlm. 34.

financing, which must be in line with sharia principles, using sharia contracts, free from elements that invalidate the contract, such as *gharar*, usury, *zulm*, fraud (*tadlis*), and other elements that invalidate the contract. In this aspect of the lending process through LKS, the Qanun LKS only regulates direct loan financing at LKS. This means that LKS in Aceh are required and have the obligation to carry out every operation and process of lending and borrowing using sharia contracts, namely *qardh* contracts, and free from usury. The Qanun LKS appears to only regulate loan financing in LKS directly at LKS institutions. There is no regulation governing sharia-based *fintech lending*. So far, the Qanun LKS also does not regulate the restrictions for Acehnese people, or at least for people who use identity cards originating from Aceh, in interacting with *fintech lenders*. Thus, this lack of regulation opens up opportunities for the people of Aceh to utilise online loans from non-sharia companies.

- b. Seen from the aspect of law enforcement. There are many law enforcers in the context of the implementation of sharia principles in Qanun LKS, such as the Sharia Court (Mahkamah Syar'iyah), Sharia Supervisory Board (DPS), Aceh Islamic Sharia Office (DSI), *hisbah area*, and other elements. In this context, law enforcers can only carry out their duties in maximising the fulfilment of sharia principles in the financing loan process if there are specific rules governing it. In the context of *fintech lending*, there are no strict rules regarding the duties and functions of each of these law enforcers in an effort to monitor the interaction of the people of Aceh in making online loans through *fintech lending* companies.
- c. Seen from the aspect of law enforcement facilities and infrastructure. Means and infrastructure or facilities in law enforcement can take the form of institutional systems, digital tools and cutting-edge technology products as well as other physical means, such as vehicles and others. In this position, Qanun LKS has not regulated sharia-based *fintech lending* and the technological means that operate it. On the one hand, the means and infrastructure for enforcement of this law appear when there are strict rules in the Qanun LKS. On the other hand, law enforcement officials and institutions that carry out their supervisory duties will also use existing facilities when there are rules contained in the Qanun LKS. However, currently there is still a legal vacuum in the Qanun LKS governing *fintech lending*.

- d. Judging from the culture and legal awareness of the community. The culture and legal awareness of a society is one of the important elements in the context of law enforcement. A law can only be effective when people have legal awareness, as well as a strong legal culture. So far, this legal culture and legal awareness is also very much tied to the existence or regulations that limit the movement of the people of Aceh in interacting with non-sharia *fintech lending*.

Referring to these four indicators, it can be concluded that the implementation of Qanun LKS has not been effective in the community, especially in limiting the space for Acehnese people to utilise *fintech lending*. This is because there is no legal text in the Qanun LKS that regulates sharia-based fintech lending. The Qanun LKS only contains rules on operational patterns of loan financing in bank and non-bank LKS (cooperatives, and finance companies).⁵⁶

The existing LKS in Aceh do not yet contain sharia fintech lending products. LKS only serves direct financing loans, meaning that customers as creditors (*borrowers*) or borrowers must apply for loans directly to LKS. So far, there are no LKS in Aceh that provide online loan services. The Islamic *online lending* or *fintech lending* companies that are currently utilised, as mentioned in Table 2 earlier (Alami, Amanna, Astrapay, Danakoo and Dana Syariah) are not LKS companies based in Aceh. There are also many non-sharia (conventional) *fintech lending* companies, such as Pinjam Yuk, FinPlus, UangMe, Julo, Dana Modal, and others operating in various regions in Indonesia including Aceh, and the people of Aceh will have the opportunity to interact and conduct online money lending processes with these companies without any qanun rules and institutions overseeing them. Therefore, it can be concluded that there is still a legal vacuum in the Qanun LKS in regulating *fintech lending* and there are no rules that limit the space for the people of Aceh to interact with non-sharia *fintech lending*. Thus, the application of Qanun LKS in the utilisation of *fintech lending* services among the people of Aceh has not been effective. This means that Qanun LKS has not been effective in regulating *fintech lending*, because there are no detailed rules, no regulation on the territory and duties and functions of law

⁵⁶ Misbahul Munir Makka, Chairul Fahmi, dan Jefry Tarantang, "Religiosity of Muslim Customers as a Motivation to Save at Bank Syariah Indonesia," *Kunuz: Journal of Islamic Banking and Finance* 4, no. 1 (30 Juni 2024): 1-16, <https://doi.org/10.30984/kunuz.v4i1.838>.

enforcement, law enforcement infrastructure, and the absence of a legal culture and awareness of the people of Aceh.

CONCLUSION

Based on the description in the previous discussion, it can be concluded into several points. *First*, the development of *fintech lending* technology provides opportunities, making it easier for the people of Aceh to obtain online loans using only *websites* or applications operated through smartphones. *Secondly*, based on data from OJK Aceh, there is an increase in online loan interactions with *fintech lending* companies made by the people of Aceh from year to year. *Third*, in the context of legal regulation in Aceh, especially in the Qanun LKS only regulates direct loan financing through LKS companies operating in Aceh. Qanun LKS only limits the process of borrowing money for the people of Aceh with LKS companies directly, and there are no specific rules governing *fintech lending*. *Fourth*, in terms of legal effectiveness, the application of Qanun LKS to the utilisation of *fintech lending* services in Acehnese practice has not been effective. This is due to four indicators, namely the absence of legal material (legal text) in the Qanun LKS that regulates sharia-based *fintech lending*, the absence of law enforcers who oversee *fintech lending* traffic in Aceh, the absence of law enforcement facilities and infrastructure in *fintech lending*, and the lack of legal culture and legal awareness of the people of Aceh.

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