

## Online Loans in Muslim Families: A Fiqh al-Muamalah Analysis of Debt Responsibility and Family Resilience

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**Abstract :** This study analyses the practice of online lending within Muslim households from the perspective of muamalah fiqh, the liability of husbands and wives for debt under Islamic family law, and its implications for family resilience within the maqashid al-sharia. The proliferation of online lending, with outstanding balances approaching Rp95 trillion by the end of 2025, has triggered domestic conflicts and even divorce. This normative-empirical qualitative study combines an analysis of fiqh texts, DSN-MUI fatwas, the Compilation of Islamic Law, and interviews with couples using online loans, scholars, religious counsellors, and academics in the city of Padangsidempuan. The research findings reveal three key points. Firstly, conventional online lending is not Sharia-compliant as it involves riba through interest and cumulative penalties, gharar due to unclear information, and problematic multiple contracts that contravene DSN-MUI Fatwa No. 117/2018. Secondly, debt liability is personal if the spouse is not involved (Article 93(1) of the Islamic Family Law), becomes a joint liability if for the family's benefit (Article 93(2) of the Islamic Family Law), and cannot be imposed on a spouse who is unaware of the unilateral debt. Thirdly, online lending threatens family resilience in multiple dimensions: eroding assets, endangering lives through psychological pressure, impairing mental well-being, damaging the family through divorce, and eroding religious values. The vulnerability of women, who account for 62.14% of online lending victims, underscores the urgency of protecting vulnerable groups. This study recommends strengthening Islamic financial literacy, regulating spousal consent, and developing Sharia-compliant fintech based on qardh al-hasan.

**Keywords:** *Online Loans; Islamic Commercial Law; Debt Liability; Family Stability; Maqasid Al-Sharia*

### INTRODUCTION

The development of financial technology over the past decade has brought about significant changes in the financial practices of the Muslim community, particularly through the emergence of online lending services or peer-to-peer (P2P) lending. These services are defined as the provision of financial services designed to connect lenders and borrowers for the purpose of entering into loan agreements via an electronic system.<sup>1</sup> Contrary to conventional banking procedures, which are relatively cumbersome, online loans offer ease of access, a swift disbursement process, and do not require collateral. These characteristics make

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<sup>1</sup> Peraturan Otoritas Jasa Keuangan, "Peraturan Otoritas Jasa Keuangan Tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi (Nomor 77 Tahun 2016 Pasal 26)" (2016).

online loans a widely used financial instrument, including amongst Muslim families, for meeting both consumer and productive needs.<sup>2</sup>

Data from the Financial Services Authority (OJK) shows significant growth in the fintech lending industry in Indonesia. As of early December 2025, there were 95 licensed peer-to-peer (P2P) lending fintech operators supervised by the OJK. In terms of financing disbursement, the OJK recorded outstanding online loans reaching Rp90.99 trillion as of the third quarter of 2025, with a year-on-year growth of 22.16%. However, this growth is accompanied by serious challenges. Throughout 2025, the fintech sector recorded 21,886 consumer complaints, the highest figure among all financial services sectors.<sup>3</sup> Behind their quick accessibility and straightforward procedures, online loans also give rise to a range of complex legal and social issues, particularly when they come into conflict with the principles of Islamic commerce and the stability of Muslim households.

In the context of Muslim households, online lending is no longer merely an individual matter; rather, it has entered the domestic sphere, affecting spousal relationships, financial responsibilities and family stability. The practice of online borrowing is often undertaken unilaterally by one partner without family consultation, which runs counter to the principle of shura in Islam. This situation frequently leads to domestic conflict due to the burden of debt, high interest rates and penalties, as well as the psychological pressure caused by inhumane debt collection mechanisms, such as threats, intimidation, and the disclosure of personal data. Research by Triastuti<sup>4</sup> (2025) In the city of Pontianak, it has been found that the negative impacts of online loans include administrative fees amounting to 30% of the loan principal, high interest rates, steep daily penalties, as well as debt collection practices that threaten and humiliate consumers in public. Moreover, there are numerous cases of divorce stemming from economic problems, including the trap of uncontrolled online loans, given that economic pressure and the burden of debt are among the dominant factors in marital breakdowns.

From the perspective of Islamic commercial law, a loan (qardh) is essentially a tabarru' contract (a social contract) intended to promote mutual assistance, and it is not permissible

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<sup>2</sup> Aris Badaruddin Thoha, "Pinjaman Online Dalam Tinjauan Hukum Islam," *Jurnal Informatika Komputer, Bisnis dan Manajemen* 20, no. 1 (2023): 80–94, <https://doi.org/10.61805/fahma.v20i1.46>.

<sup>3</sup> Otoritas Jasa Keuangan, "Daftar Penyelenggara Fintech Lending Berizin OJK per Desember 2025," diakses 7 Maret 2026, <https://www.ojk.go.id/id/kanal/iknb/financial-technology/Pages/Penyelenggara-Fintech-Lending-Berizin.aspx>," 2025.

<sup>4</sup> Triastuti Fitri, "Dampak Pinjaman Online (Pinjol) Terhadap Keuangan Keluarga Di Kota Pontianak" (IAIN Pontianak, 2025).

for it to include any additional elements that benefit the lender.<sup>5</sup> In classical fiqh, any additional charge stipulated in a loan agreement is categorised as *riba*, which is strictly prohibited in the Qur'an and the hadith. This principle emphasises that transactions must be based on clarity (*al-wuḍūḥ*), justice (*al-'adl*) and trustworthiness, and must be free from *gharar* (uncertainty) and exploitation.<sup>6</sup> In conventional online lending practices, there are strong indications of usury through the system of interest, service charges and cumulative late payment penalties. Furthermore, agreements concluded digitally generally take the form of standard contracts that leave no room for negotiation, potentially contain elements of *gharar* due to a lack of transparency in information, and risk undermining the spirit of mutual assistance that lies at the heart of Islamic debt and credit.<sup>7</sup> This raises fundamental questions regarding the compatibility of online lending practices with the principles of Islamic commerce.

In addition to issues relating to marriage contracts, another equally important issue concerns liability for debt within the marital relationship. Islamic family law designates the husband as the party responsible for providing financial support, whilst at the same time recognising the wife's financial independence (separation of property).<sup>8</sup> This principle establishes that assets and debt obligations are fundamentally personal in nature, unless there is an agreement or the spouse is directly involved in the contract. When an online loan is taken out unilaterally by one party within the household, a legal question arises: is the debt a personal or collective responsibility? What if the debt is used for family needs? Furthermore, what are the implications for economic rights and obligations within the household, particularly in the event of divorce? This issue demonstrates that online loans not only touch upon the realm of contract law but also intersect with Islamic family law governing the economic relationship between husband and wife.

This issue demonstrates that online lending is not merely a matter of the digital economy, but has become an issue of Islamic family law that touches upon the dimensions of the protection of property (*ḥifẓ al-māl*) and the protection of lineage or family (*ḥifẓ al-nasl*) within the framework of the *maqashid al-sharia*. According to Imam Al-Syatibi, the primary

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<sup>5</sup> M. Hafizuddin, "Fenomena Pinjaman Online dan Implikasinya bagi Ketahanan Keluarga," Pengadilan Tinggi Agama Pekanbaru, 2025.

<sup>6</sup> Abu Ishaq Asy-Syatibi, *Al-Muwafaqat fi Ushul al-Syari'ah*, vol. 2 (Beirut: Dar al-Kutub al-Ilmiyyah, 2003).

<sup>7</sup> L Marlina, T A Aziz, dan H N Yasin, "Fintech, Implikasi Hukum Riba dalam Fintech, Fintech Syariah vs Fintech Konvensional, dan Peran Etika Bisnis Islam dalam Fintech," *Jurnal Al-Uqudana: Jurnal Hukum dan Etika Bisnis Syariah*, 2025, <https://journal.stai-almujtama.ac.id/index.php/al-uqudana/article/view/152>.

<sup>8</sup> A. Syarifuddin, *Hukum Perkawinan Islam Indonesia Antara Fiqh Munakabat*, 2018, <https://repository.uinjkt.ac.id/dspace/bitstream/123456789/71252/1/Buku.pdf>.

objectives of Sharia are to safeguard fundamental interests (dlaruriyyat), which encompass five matters: the protection of religion, life, intellect, lineage, and property.<sup>9</sup> The resilience of the family, as the smallest social unit in society, is greatly influenced by economic stability and harmonious relationships between family members. When financial practices run counter to the principles of justice and prudence, and give rise to psychological pressure and domestic conflict, such practices have the potential to threaten ḥifẓ al-nasl (the protection of the family) and ḥifẓ al-māl (the protection of property). Thus, unregulated online lending can become a structural factor that undermines the resilience of Muslim families.

A number of previous studies have examined online lending from various perspectives. Research in the field of the digital economy has highlighted the impact of online lending on consumer behaviour, financial inclusion and the risk of over-indebtedness, particularly among lower-middle-income households. The study by Meliza & Ayuningrum (2025)<sup>10</sup> For example, it has been found that P2P lending fintech has a significant positive impact on economic growth, although inflation may weaken this positive impact. Meanwhile, studies from the perspective of Islamic economic law generally highlight the presence of riba in interest-bearing financing structures, as well as the incompatibility of peer-to-peer lending practices with Sharia principles. The Fatwa of the National Sharia Council of the Indonesian Ulema Council regarding information technology-based financing services emphasises that digital financing must adhere to the principles of justice, transparency, and be free from riba and gharar.<sup>11</sup>

On the other hand, research into economic factors as causes of conflict and divorce within Muslim families indicates that economic pressures and debt burdens are among the dominant factors in marital breakdown. Research by Triastuti (2025)<sup>12</sup> specifically examined the impact of online lending on household finances and found that the main factors driving people to use online lending platforms are the ease of the procedures and the need for emergency funds; however, the negative impacts include the burden of interest, penalties, and inhumane debt collection practices that have the potential to damage family harmony. Nevertheless, the majority of these studies still focus on macroeconomic aspects or consumer

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<sup>9</sup> Asy-Syatibi, *Al-Muwafaqat fi Ushul al-Syari'ah*.

<sup>10</sup> Meliza dan Angrainy Putri Ayuningrum, "The Impact of Fintech Peer to Peer Lending and E-Money Transaction on Economic Growth: The Moderating Role of Inflation," *E3S Web of Conferences* 622 (2025), <https://doi.org/10.1051/e3sconf/202562204007>.

<sup>11</sup> DSN-MUI, "Pembiayaan Berbasis Teknologi Informasi Berdasarkan Prinsip Syariah," *Fatwa Dewan Syariah Nasional No. 117/DSN-MUI/II/2018 tentang Layanan Pembiayaan Berbasis Teknologi Informasi Berdasarkan Prinsip Syariah*, 2018, <https://dsnmu.or.id/kategori/fatwa/>.

<sup>12</sup> Triastuti Fitri, "Dampak Pinjaman Online (Pinjol) Terhadap Keuangan Keluarga Di Kota Pontianak".

protection, and few have comprehensively analysed the contractual structure of online loans within the framework of Islamic commercial law whilst linking it to the debt responsibilities of husband and wife under Islamic family law, as well as its implications for family resilience based on the maqashid al-sharia.

Based on this literature review, a significant research gap can be identified. Studies on online lending from the perspective of fiqh al-muamalah tend to focus on the formal legal aspects of the contract and the element of riba, without linking these in depth to the dynamics of the husband-wife relationship within the household. Meanwhile, studies in family law and family sociology place greater emphasis on the economic impact on divorce and family resilience in general, without analysing the structure of online loan contracts as a variable influencing patterns of debt responsibility within the household. Consequently, there has been little research that integratively analyses online lending within the framework of spousal debt responsibility and its implications for the resilience of Muslim families, utilising the analytical tools of Islamic commercial law (fiqh muamalah) and the objectives of Sharia (maqashid syariah) simultaneously.

Within the framework of the maqashid al-sharia, commercial practices that have the potential to undermine the economic stability of the family threaten not only the protection of property (ḥifẓ al-māl), but also the protection of the family and its descendants (*Ḥifẓ al-nas*).<sup>13</sup> When a contract systematically traps borrowers in a cycle of debt, causes psychological distress, and triggers domestic conflicts leading to divorce, such a contract runs counter to the objectives of Sharia, which seeks to foster the welfare and sustainability of a harmonious family. Therefore, a study is required that views online lending not merely as a digital economic phenomenon, but as a contemporary muamalah issue that has a direct impact on the structure and sustainability of Muslim families.

In light of this background and the existing research gaps, this article poses several key questions: first, how are online lending practices within Muslim households viewed from the perspective of fiqh al-muamalah? Second, how is the liability for online loans constructed within the husband-wife relationship according to Islamic family law? Third, what are the implications of online lending for the resilience of Muslim families from the perspective of the maqashid al-sharia?

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<sup>13</sup> Ibnu Qudamah, *al-Kafī fi al-fiqh al-Imam Ahmad Ibn Hanbal* (Beirut, Lebanon.: Maktabah Al-Islami, n.d.).

This study aims to analyse the compatibility of online lending practices with the principles of Islamic commercial law (*fiqh al-muamalah*), to clarify the limits and mechanisms of debt liability within Muslim households, and to assess its impact on family resilience based on the *maqashid al-sharia* approach. Theoretically, this study is expected to enrich contemporary *muamalah* scholarship with an integrative perspective on Islamic family law, whilst offering a framework for policy-making regarding the protection of families from the negative impacts of the digital economy.

## METHOD

This study employs a qualitative approach using a normative–empirical model<sup>14</sup> to conduct a comprehensive study of online lending practices among Muslim households. A normative approach<sup>15</sup> is used to analyse the provisions of *muamalah fiqh* relating to debt contracts (*qardh*), the prohibition of usury, the principle of justice, and the economic responsibilities of husbands and wives in Islamic family law. Meanwhile, the empirical approach<sup>16</sup> is used to understand the social reality of online lending practices and their impact on the resilience of Muslim families.

From a normative perspective, this study draws upon classical and contemporary sources of Islamic law, including works of *fiqh*, fatwas issued by the National Sharia Council of the Indonesian Ulema Council, and legislation governing information technology-based online lending services. These sources are analysed to assess the compatibility of online lending practices with the principles of Islamic *muamalah* and the construction of debt liability in husband–wife relationships under Islamic family law.

The empirical approach was carried out through the collection of field data in the form of semi-structured interviews with Muslim married couples who had previously engaged in online lending, as well as community leaders and practitioners of Islamic law. This empirical data was used to describe patterns of contractual practices, mechanisms of economic decision-making within households, and the implications of online lending for family relationships and household economic stability.

Data analysis was conducted using qualitative methods with a descriptive-analytical approach.<sup>17</sup> Normative data was analysed using a conceptual and legal approach, whilst empirical data was analysed through the stages of reduction, presentation and drawing of

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<sup>14</sup> Lexy J. Moleong, *Metodologi Penelitian Kualitatif* (Bandung: PT. Remaja Rosda Karya, 2018).

<sup>15</sup> Soerjono Soekanto, *Metode Penelitian Hukum* (Jakarta: Rineka Cipta, 2017).

<sup>16</sup> Moleong, *Metodologi Penelitian Kualitatif*.

<sup>17</sup> Moleong.

conclusions.<sup>18</sup> All findings were then analysed using the maqashid al-sharia approach, specifically the protection of property (hifz al-mal) and the protection of the family (hifz al-nasl), to assess the impact of online lending practices on the welfare and resilience of Muslim families.

## RESULT AND DISCUSSION

### Online Lending from the Perspective of Islamic Commercial Law: From a Social Phenomenon to a Contractual Analysis

Online lending is a form of contemporary financial transaction that has emerged from developments in financial technology and the digitalisation of financial systems over the past decade. Technically, this practice is known as peer-to-peer (P2P) lending, a financing mechanism that connects lenders and borrowers via a digital platform without the involvement of conventional financial institutions.<sup>19</sup> The key features of online loans are ease of access, a quick disbursement process, minimal administrative requirements, and no need for collateral.<sup>20</sup> These characteristics make online loans a popular financing option among various sections of society, including Muslim families, whether to meet urgent consumer needs or to provide capital for micro-scale productive businesses.

Data from the Financial Services Authority (OJK) shows significant growth in Indonesia's fintech lending industry, with outstanding financing reaching nearly Rp 95 trillion by the end of 2025 and annual growth exceeding 25 per cent.<sup>21</sup> However, behind these procedural simplifications lie legal and ethical consequences in Islamic commercial law that require critical examination. The ease of access offered is often not matched by an adequate understanding among the public of the Sharia implications of the contracts they enter into, thereby potentially leading them into practices that contravene the fundamental principles of Islamic commercial law.<sup>22</sup>

From the perspective of Islamic commercial law, online lending can essentially be classified within the framework of a debt contract (qardh). Scholars of Islamic jurisprudence define qardh as a tabarru' contract (a social contract) aimed at mutual assistance, wherein the lender must not

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<sup>18</sup> Ibrahim Johnny, *Teori dan Metodologi Penelitian Hukum Normatif* (Malang: Bayumedia, 2008).

<sup>19</sup> RK Brahmana and E Lau, "Adoption of peer-to-peer (P2P) fintech lending: A study of socio-demographic factors," *International Journal of Business and Society*, 2024.

<sup>20</sup> Meliza dan Ayuningrum, "The Impact of Fintech Peer to Peer Lending and E-Money Transaction on Economic Growth: The Moderating Role of Inflation."

<sup>21</sup> Otoritas Jasa Keuangan, "Daftar Penyelenggara Fintech Lending Berizin OJK per Desember 2025," diakses 7 Maret 2026, <https://www.ojk.go.id/id/kanal/iknb/financial-technology/Pages/Penyelenggara-Fintech-Lending-Berizin.aspx>."

<sup>22</sup> Hafizuddin, "Fenomena Pinjaman Online dan Implikasinya bagi Ketahanan Keluarga."

impose any additional charges on the principal amount of the debt, as any such additional charge is categorised as usury, which is prohibited.<sup>23</sup> Ibn Qudamah states in *\*Al-Mughni\**: "Any loan that requires an additional payment is usury."<sup>24</sup> This principle is derived from the explicit prohibition in the Qur'an, Surah Al-Baqarah, verses 275–279, and the hadith of the Prophet narrated by Muslim concerning the grave sin of usury.

In classical fiqh, a qardh requires the repayment of the principal amount of the loan without any additional charges, as its spirit is one of ta'awun (mutual assistance), not tijarah (commercial transactions).<sup>25</sup> However, in conventional online lending practices, almost all platforms apply interest rates, service charges calculated as a percentage of the loan principal, cumulative late payment penalties, and other penalty mechanisms that substantially involve elements of usury and injustice.<sup>26</sup> This indicates a fundamental shift in orientation, from a spirit of mutual aid towards commercial practices that are problematic from a Sharia perspective.

The most fundamental issue with conventional online lending practices is the systemic presence of usury within their financing structures. Almost all online lending platforms apply a system of daily or monthly interest, service charges calculated as a percentage of the loan principal, and cumulative late payment penalties.<sup>27</sup> In Islamic jurisprudence, these surcharges fall under the category of riba al-nasi'ah (usury on loans), the prohibition of which is agreed upon by all schools of thought.<sup>28</sup> Triastuti's findings (2025)<sup>29</sup> in Pontianak revealed that administrative fees for online loans can amount to 30 per cent of the principal, in addition to interest and daily penalties that place a heavy burden on borrowers. Furthermore, the platform fee mechanism—often claimed to be 'ujrah' (service fees)—is in practice still linked to the principal amount and the loan term, thereby effectively serving as a disguise for interest. This practice is described by some scholars as hilah ribawiyah (a trick to legitimise usury), which does not alter its legal status.<sup>30</sup> A religious figure interviewed for this study stated:

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<sup>23</sup> Wahbah az-Zuhaili, *Al-Fiqh al-Islami wa Adillatuhu*, (Beirut: Dar al-Fikr, 2011).

<sup>24</sup> Ibn Qudamah, *al-Mughni* (Beirut: Dar al-Kutub al-Ilmiyyah, 2020).

<sup>25</sup> Asy-Syatibi, *Al-Muwafaqat fi Ushul al-Syari'ah*.

<sup>26</sup> Thoha, "Pinjaman Online Dalam Tinjauan Hukum Islam."

<sup>27</sup> B N Kurnia dan S H Shallman, "Analisis Yuridis Pinjaman Online Berbasis Jaminan Data Pribadi yang Dibandingkan dengan Praktik Pinjaman Konvensional" (2022), [http://eprints.ums.ac.id/id/eprint/101118%0Ahttp://eprints.ums.ac.id/101118/9/NASKAH\\_PUBLIKASI\\_E.pdf](http://eprints.ums.ac.id/id/eprint/101118%0Ahttp://eprints.ums.ac.id/101118/9/NASKAH_PUBLIKASI_E.pdf).

<sup>28</sup> Ibnu Rusyd, *Bidayatul Mujtahid wa Nihayatul Muqtasid, Jilid 1* (Beirut, Lebanon.: Dar al-Kutub al-Ilmiyyah, 2002).

<sup>29</sup> Triastuti fitri, "Dampak Pinjaman Online (Pinjol) Terhadap Keuangan Keluarga Di Kota Pontianak".

<sup>30</sup> Yusuf Al-Qaradhawi, *Fawa'id al-Bunuk Hiya al-Riba al-Muharram* (Kairo: Maktabah Wahbah, 2001).

*"If you calculate the service fees as a percentage of the loan, they are effectively the same as interest. The name may be changed, but in essence it remains usury. Conventional online lending is clearly usury; it is no different from the pre-Islamic usury practices that the Prophet forbade."*<sup>31</sup>

In addition to the issue of usury, online loan agreements are also fraught with significant elements of gharar (uncertainty). In fiqh literature, gharar is defined as uncertainty in a contract that may lead to disputes and injustice.<sup>32</sup> Gharar in online lending arises due to a lack of transparency in information, particularly regarding: (1) the annual percentage rate (APR), which is often not clearly explained; (2) complex and cumulative penalty schemes; (3) hidden costs outside the initial agreement; and (4) legal consequences in the event of default that are not understood by the borrower. Contracts concluded digitally generally take the form of standard contracts drawn up unilaterally by the platform, leaving borrowers with no scope to understand and negotiate the terms of the contract on an equal footing.<sup>33</sup>

In the fikih of Muamalah,<sup>34</sup> This situation runs counter to the principles of al-‘ilm bi al-‘aqd (knowledge of the contract) and ‘an taradin (mutual consent), as emphasised in Surah An-Nisa’ verse 29, because the consent given is not based on a full understanding and equal bargaining power.<sup>35</sup> This practice of gharar is exacerbated by the digital contract signing process, which tends to be rushed, with borrowers focusing more on receiving the funds than on scrutinising the terms of the agreement. As one informant put it: *"I didn't read the terms and conditions in detail; the main thing was to get the money. It turned out the interest rate was high and there was a daily penalty for late payments."*<sup>36</sup>

From the perspective of contractual structure, online lending also presents issues regarding the combination of multiple contracts—known as ta’addud al-‘uqud (multi-contract). In a single online lending transaction, there is typically a combination of qardh (loan), ijarah (service fee), and wakalah (platform agency) contracts. In Islamic commercial law, multi-contracts are fundamentally permissible provided that each contract stands clearly on its own, does not condition the benefits derived from the debt contract upon the others, and does not give rise to usury, uncertainty, or injustice.<sup>37</sup>

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<sup>31</sup> Ustadz M.I, "Wawancara 2025."

<sup>32</sup> Asy-Syatibi, *Al-Muwafaqat fi Ushul al-Syari'ah*.

<sup>33</sup> Marlina, Aziz, dan Yasin, "Fintech, Implikasi Hukum Riba dalam Fintech, Fintech Syariah vs Fintech Konvensional, dan Peran Etika Bisnis Islam dalam Fintech."

<sup>34</sup> Nevi Hasnita, *Konsep Multiakad (Hybrid Contract) Dalam Kajian Fikih Muamalah Kontemporer, Angewandte Chemie International Edition*, 6(11), 951–952., vol. 3 (UIN Ar-Raniry, 2021), <https://medium.com/@arifwicaksanaa/pengertian-use-case-a7e576e1b6bf>.

<sup>35</sup> az-Zuhaili, *Al-Fiqh al-Islami wa Adillatuhu*.

<sup>36</sup> "Wawancara, Ibu R, 2025."

<sup>37</sup> az-Zuhaili, *Al-Fiqh al-Islami wa Adillatuhu*.

However, in conventional online lending practices, this combination of contracts is often non-transparent and fundamentally problematic. The service fee (*ijarah*) charged is directly linked to the principal amount of the loan (*qardh*), thereby creating a situation in which both the lender (investor) and the platform profit from the debt transaction, which is essentially tantamount to usury.<sup>38</sup> Fatwa No. 117/DSN-MUI/II/2018 of the National Sharia Council of the Indonesian Ulema Council on Information Technology-Based Financing Services Based on Sharia Principles stipulates that the income earned by the provider must derive from an *ujrah* (fee) for the services rendered, and must not be calculated as a percentage of the principal amount of the financing.<sup>39</sup> An academic explained: *"Multiple contracts are permissible provided that each contract is independent and does not affect the others. In online lending, the contracts are intertwined; the ijarah depends on the qardh, and this is what is prohibited."*<sup>40</sup>

Fatwa No. 117/DSN-MUI/II/2018 of the National Sharia Council of the Indonesian Ulema Council serves as an important benchmark for assessing the compliance of online lending practices with Sharia principles. This fatwa stipulates that providers and users of information technology-based financing services must comply with Sharia principles, including: (1) avoiding *riba*, *gharar*, *maysir*, *tadlis*, and *dharar*; (2) the contract used must be clear and in accordance with Sharia provisions; (3) the income received by the provider must derive from *ujrah* for the services rendered, and must not be calculated as a percentage of the principal amount; (4) in the event of late payment, the provider may only impose an administrative penalty that is non-cumulative and must not be calculated as a percentage.<sup>41</sup> On closer inspection, current conventional online lending practices generally fail to meet these requirements, particularly regarding the prohibition of usury and the clarity of contracts. This non-compliance is not only problematic from the perspective of the formal legality of the contracts, but also has systemic implications for the economic stability of users.

In the context of Muslim households, online lending is no longer merely an individual matter; it has entered the domestic sphere, affecting marital relationships, financial responsibilities and family stability. A study by Triastuti (2025) found that the main factors driving people to use online lending platforms were the ease of the process (85% of respondents) and the need for

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<sup>38</sup> Nevi Hasnita, *Konsep Multiakad (Hybrid Contract) Dalam Kajian Fikih Muamalah Kontemporer, Angewandte Chemie International Edition*, 6(11), 951–952., vol. 3, 2021, <https://medium.com/@arifwicaksanaa/pengertian-use-case-a7e576e1b6bf>.

<sup>39</sup> DSN-MUI, "Pembiayaan Berbasis Teknologi Informasi Berdasarkan Prinsip Syariah."

<sup>40</sup> "Wawancara, Dr.T, 2025."

<sup>41</sup> DSN-MUI, "Pembiayaan Berbasis Teknologi Informasi Berdasarkan Prinsip Syariah."

emergency funds (72% of respondents).<sup>42</sup> However, the same study also revealed that online borrowing is often undertaken unilaterally by one partner without family consultation. In many cases, it is the wife who is the most active in accessing online loans, whether to meet daily household needs or for personal needs unknown to her husband. Data from the Jakarta Legal Aid Institute (LBH) shows that of the 1,944 complaints from victims of online lending between 2018 and 2024, 1,208 people (62.14 per cent) were women.<sup>43</sup> This phenomenon shows that women are often at the forefront of efforts to sustain the family economy, yet they are the most vulnerable to falling into the trap of high-interest debt.

This phenomenon of unilateral borrowing opens the door to various domestic problems. When a loan is taken out without the partner's knowledge, the potential for conflict arises once the bills start arriving. Moreover, the often aggressive and inhumane debt collection practices associated with online loans—such as threats, intimidation and the disclosure of personal data—frequently cause psychological distress not only for the borrower but also for the entire family. As one informant put it: “I didn't know my husband had taken out a loan. Suddenly, a debt collector turned up at our house, shouting in front of the neighbours. I was so embarrassed. After that, we often argued about money.”<sup>44</sup> A religious counsellor added: *“Every month, there are couples who come to the KUA wanting to divorce, and the cause is online loan debt. Usually, one of the partners takes out a loan without the other's knowledge, eventually becomes addicted to borrowing, and the marriage falls apart.”*<sup>45</sup> This situation shows that the problems surrounding online lending do not stop at the legality of the contracts, but have extended to issues of family harmony and stability.

Thus, from the perspective of Islamic commercial jurisprudence (fiqh muamalah), which is oriented towards justice and the public interest, the practice of conventional online lending which involves usury (riba), uncertainty (gharar) and the ambiguity of multiple contracts is difficult to justify. The main problem with online lending lies not merely in the formal structure of the contract, but in the substance of the transaction, which systematically violates the fundamental principles of Islamic muamalah. When these problematic practices enter the domestic sphere and are carried out unilaterally without consultation, the consequences are not only detrimental to the individual borrower, but also threaten economic stability and family harmony.

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<sup>42</sup> Triastuti Fitri, “Dampak Pinjaman Online (Pinjol) Terhadap Keuangan Keluarga Di Kota Pontianak”.

<sup>43</sup> Kompas, “Laporan Pengaduan Korban Pinjaman Online 2018-2024.” (Jakarta, 2024), <https://megapolitan.kompas.com/read/2025/04/28/15301271/1944-korban-pinjol-mengadu-ke-lbh-jakarta-didominasi-perempuan>.

<sup>44</sup> “Wawancara Ibu S, 2025.”

<sup>45</sup> “Wawancara Bapak M.I, 2025.”

### Liability for Online Loan Debt in Marital Relations under Islamic Family Law

In Islamic family law, the issue of liability for household debts cannot be separated from the principle of the separation of property between husband and wife. Islam recognises the legal and economic independence of the wife, so that assets and debt obligations are, in principle, personal in nature, unless there is an agreement or direct involvement of the spouse in the contract. Article 85 of the Compilation of Islamic Law (KHI) explicitly states that the existence of joint property in a marriage does not preclude the possibility of assets belonging to the husband or wife individually.<sup>46</sup>

The logical consequence of this principle is that liability for the debts of a husband or wife is borne by their respective assets, as provided for in Article 93(1) of the Islamic Family Law, which states: "Liability for the debts of a husband or wife is borne by their respective assets".<sup>47</sup> Consequently, online loans taken out by one member of a household—whether the husband or the wife—are, in principle, the personal responsibility of the party who entered into the agreement, provided there was no authorisation, consent or direct use for the family's benefit.

Scholars of Islamic jurisprudence also emphasise that, in principle, women have full authority over the management of assets they have acquired through their own efforts, and they are entitled to utilise their assets as they see fit without interference from any party. However, this authority also means that a wife is liable for the financial obligations arising from the legal actions she undertakes, including debts.

However, this principle of personal liability shifts when online loans are used to meet household needs, such as family living expenses, children's education, or shared emergency needs. Article 93(2) of the Islamic Family Law provides for an important exception: "Liability for debts incurred for the benefit of the family shall be borne by the joint property."<sup>48</sup> This provision is consistent with the classification of debts under civil law, which distinguishes between personal debts (prive debts) and joint debts (gemeenschap debts) for joint purposes.<sup>49</sup> In this context, financial responsibility is not determined solely by who signs the contract, but also by the purpose of the debt and the extent to which the couple is involved in household financial decision-making.

From a fiqh perspective, scholars also distinguish the status of a wife's debts based on their connection to the husband's maintenance obligation. In the book *Al-Mausu'ah al-Fiqhiyyah*<sup>50</sup> It is

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<sup>46</sup> Abdurrahman, *Kompilasi Hukum Islam di Indonesia* (Jakarta: CV Akademika Pressindo, 2007).

<sup>47</sup> Abdurrahman.

<sup>48</sup> Abdurrahman.

<sup>49</sup> R. Subekti, *Pokok-Pokok Hukum Perdata, Cet 31* (Jakarta: PT Internasa, 2003).

<sup>50</sup> MR Qal'ahji, *al-Mausu'ah al-Fiqhiyyah al-Muyassarah* (Beirut, Lebanon.: Dar al-Nafa'is, 2000).

explained that if a wife incurs debt to support herself following a court ruling or her husband's permission to do so, then that debt becomes the husband's responsibility. However, if the wife incurs debt beyond the extent of the maintenance obligation that the husband is required to provide, then that debt becomes the wife's own responsibility. As stated in Hasyiyah al-Bajuri: *"What the wife spends becomes the husband's debt if the debt is equal to his obligation. However, if what she spends exceeds the amount of his obligation, then the husband is only liable for the amount of his obligation."*<sup>51</sup> It follows that if a wife takes out an online loan to cover the family's basic needs—which should be the husband's responsibility—then the debt may be the husband's responsibility. Conversely, if the loan is used for excessive non-essential spending or the wife's personal needs, then it remains her personal responsibility.

The matter becomes more complex when online loans are taken out unilaterally without the partner's knowledge or consent. Such practices not only run counter to the principle of consultation (shura) within the family, but also raise legal issues regarding the validity of charging debt against joint assets. Legal consultation services, Halo JPN Kejaksaan RI<sup>52</sup> explains that personal debts from which repayment may be sought from joint property are those arising from a debt agreement entered into with the consent of the spouse. This is logical because debts incurred by a husband or wife may affect the joint property if they cannot be repaid, and the consent of the spouse is required to dispose of joint property.

Consequently, debts incurred by a wife without her husband's knowledge or consent cannot be charged against the husband's assets (personal debts cannot be settled from the spouse's personal assets), nor can they be settled from joint assets due to the lack of consent. In the context of online loans, which are often taken out secretly by one of the spouses, this provision provides legal protection for the party not involved in the agreement. A religious counsellor interviewed in this study revealed the reality on the ground: *"There are many cases at the KUA where wives come to complain because their husbands have taken out online loans without their knowledge. When the debt is called in, debt collectors even come to the house and threaten the wife. Yet the wife knows nothing about it and has not benefited from the debt."*<sup>53</sup> Cases such as this highlight the importance of clarity regarding the status of debts and protection for partners who are not party to the contract.

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<sup>51</sup> I Al-Bajuri, *Hasyiyah al-Bajuri* (Beirut, Lebanon.: Dar Ihya'at-Turas al-'Arabi, 1997).

<sup>52</sup> Halo JPN Kejaksaan Republik Indonesia, "Hutang Piutang dalam Rumah Tangga," Layanan Konsultasi Hukum Online, 2025.

<sup>53</sup> "Wawancara Bapak M.R., 2025."

In the context of divorce, liability for online loan debts is becoming an increasingly crucial issue, particularly in relation to the division of joint assets that may still be subject to security. Article 93(3) and (4) of the KHI regulate the mechanism for settling debts when joint assets are insufficient: "If the joint assets are insufficient, the debt shall be borne by the husband's assets" and "*If the husband's assets are non-existent or insufficient, the debt shall be borne by the wife's assets*".<sup>54</sup> This hierarchy of responsibility indicates that, although debts incurred for the family's benefit are a shared responsibility, the husband still bears the primary responsibility due to his position as head of the household and breadwinner.

Court practice shows that joint property used as security for a debt requires the consent of both parties. Section 36 of the Marriage Act in conjunction with Section 91(4) of the Islamic Family Law (KHI) stipulates that joint property (*gono-gini*) may be used as security only with the consent of the other party.<sup>55</sup> Without such consent, the agreement may be deemed void or voidable. In the court ruling, the status of jointly owned property that has been pledged remains as joint property, as joint property encompasses not only assets but also debts incurred for the common interest (liabilities). However, property that is still pledged should not be divided until the debt has been repaid, to avoid legal complications and the potential for new disputes.

From a *fiqh* perspective, it is emphasised that if a husband dies leaving debts, the obligation to repay those debts falls upon the deceased, who will be held accountable for them before Allah, and the wife has no obligation to settle those debts except from her husband's estate.<sup>56</sup> Consequently, in the context of divorce, personal online loan debts remain the responsibility of the debtor, whilst debts incurred for the joint benefit of the couple are divided proportionally in accordance with the applicable regulations.

Based on the above discussion, it can be concluded that liability for online loan debts within a marital relationship must be analysed contextually, taking into account three main aspects: firstly, the contractual aspect (whether the loan was taken out with the spouse's consent); secondly, the purpose of the debt (for personal or family interests); and thirdly, the source of repayment (personal assets or joint assets). Islamic family law, through the KHI, has provided a fairly clear framework by distinguishing between personal debt, which is the responsibility of the individual, and debt for family purposes, which is a joint responsibility, with a hierarchical system of liability.

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<sup>54</sup> Abdurrahman, *Kompilasi Hukum Islam di Indonesia*.

<sup>55</sup> Abdurrahman; Republik Indonesia, "Undang-Undang Nomor 16 Tahun 2019 tentang perubahan atas Undang-Undang Nomor 1 Tahun 1974 tentang Perkawinan. Lembaran Neagara Republik Indonesia Tahun 2019 Nomor 186," Pub. L. No. 16 (2019).

<sup>56</sup> Abdul Wahid, *Fiqh Munakahat Kontemporer* (Jakarta: Kencana, 2023).

This approach is consistent with the principles of maqashid al-sharia, particularly in the dimensions of the protection of property (*ḥifẓ al-māl*) and the protection of the family (*ḥifẓ al-nasl*). Provisions that differentiate liability for debt based on the spouse's involvement and consent aim to prevent injustice towards either party, particularly when the debt is incurred unilaterally. As stated in a study, "To prevent disputes over joint assets used as collateral during divorce, regulatory measures need to be strengthened, such as written consent from both spouses, the recording of asset status, and legal guidelines for the division of assets and debts."<sup>57</sup> In the context of the widespread prevalence of online lending, awareness of the limits of debt responsibility is essential to ensure that financial transactions do not undermine family harmony or give rise to structural injustices that run counter to the objectives of Sharia.

An academic interviewed for this study offered an integrated perspective: "*In Islamic jurisprudence, debt is, in principle, a personal matter. But within a household, there are the concepts of maintenance and joint property. So if a wife takes on debt for household expenses that should be borne by the husband, in terms of the underlying objectives of the law, the husband remains responsible. But if the debt is for lifestyle expenses or incurred without the husband's knowledge, then that is a personal risk. What matters is that there is fairness and no party is wronged.*"<sup>58</sup> This view emphasises that an analysis of debt obligations within Muslim households cannot be approached in black-and-white terms, but requires a contextual approach that takes into account aspects of justice, the public interest, and the objectives of Sharia in a holistic manner.

### **The Implications of Online Loans for the Resilience of Muslim Families from the Perspective of Maqashid al-Shari'ah**

Family resilience is a dynamic state that reflects a family's ability to endure, adapt and thrive in the face of economic, social and psychological pressures.<sup>59</sup> From an Islamic perspective, family resilience is measured not only by material stability, but also by its ability to realise the objectives of Sharia (maqashid al-Sharia), which form the foundation of family life. The concept of maqashid al-Sharia, as formulated by Islamic scholars, particularly Al-Shatibi,<sup>60</sup> covers five fundamental objectives: the protection of religion (*ḥifẓ al-dīn*), the protection of life (*ḥifẓ al-nafs*), the protection

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<sup>57</sup> M M ALL, "Tinjauan Yuridis Terhadap Harta Bersama Sebagai Jaminan Kredit Perbankan Saat Terjadi Perceraian Dalam Perspektif Hukum Islam ..." (unissula, 2022), <http://repository.upm.ac.id/id/eprint/4074%0Ahttp://repository.upm.ac.id/4074/5/>

<sup>58</sup> "Wawancara, Dr. R.R. M.Sy. 2025."

<sup>59</sup> Rizqi Maulida Amalia, Muhammad Yudi Ali Akbar, dan Syariful Syariful, "Ketahanan Keluarga dan Kontribusinya Bagi Penanggulangan Faktor Terjadinya Perceraian," *JURNAL AL-AZHAR INDONESIA SERI HUMANIORA* 4, no. 2 (2018): 129, <https://doi.org/10.36722/sh.v4i2.268>.

<sup>60</sup> Asy-Syatibi, *Al-Muwafaqat fi Ushul al-Syari'ah*.

of reason (*ḥifẓ al-'aql*), the protection of lineage (*ḥifẓ al-nasl*), and the protection of property (*ḥifẓ al-māl*).<sup>61</sup> These five dimensions serve as an evaluation framework for assessing whether a business practice, including online lending, brings benefit or, conversely, causes harm to the well-being of Muslim families.

When online lending entered the domestic sphere, it ceased to be merely an individual matter and came to directly impact all aspects of these *maqashid*. Unmanaged debt has proven to be one of the factors that undermine family resilience. Various studies indicate that debt-related stress correlates with a decline in subjective well-being, an increase in domestic conflict, and a deterioration in the quality of family relationships.<sup>62</sup> In the context of online lending, this pressure is intensified by aggressive debt collection practices and short repayment periods. Debt no longer serves as a temporary solution, but has become a source of chronic stress that affects marital relationships, family communication patterns, and child-rearing. This situation runs counter to the purpose of marriage as a means of achieving *Sakinah, Mawaddah, And Rahmah*.

The first dimension directly affected by online lending is the protection of property (*ḥifẓ al-māl*). In the *maqashid al-sharia*, wealth is not only protected from theft or seizure, but also from transactional mechanisms that undermine economic stability and create injustice.<sup>63</sup> The structure of conventional online loans, which involve usury, compounding interest, cumulative penalties and hidden fees, has been shown to systematically erode the role of assets as a pillar of family welfare.

Furthermore, the phenomenon of online lending reflects what economist Joseph Stiglitz refers to as ‘economic insecurity’—the financial vulnerability experienced by households due to uncertain incomes and limited structural safeguards. When real incomes stagnate whilst the cost of living continues to rise, people are driven to seek the quickest source of liquidity, even if it comes at a high cost. Ironically, the majority of online loan borrowers come from the productive age group (19–34 years old), who should be in the asset-accumulation phase, yet find themselves trapped in a cycle of consumer debt.<sup>64</sup> From the perspective of *maqashid*, this situation runs counter to the objectives of Sharia law, which requires assets to be managed productively and sustainably, rather than being drained to pay disproportionate interest and penalties.

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<sup>61</sup> A Muhsin, “MAQĀSHID AL-MUKALLAF (Applicative Solutions to Comprehensive Fatwa),” *International Journal of Social Science and ...*, 2022, [http://repository.iainpare.ac.id/3740/1/Turnitin Maqashid Al Mukallaf.pdf](http://repository.iainpare.ac.id/3740/1/Turnitin%20Maqashid%20Al%20Mukallaf.pdf).

<sup>62</sup> Hafizuddin, “Fenomena Pinjaman Online dan Implikasinya bagi Ketahanan Keluarga.”

<sup>63</sup> Ninda Dwi Anggraeni dan Fauziyah Putri Meilinda, “Internalisasi Nilai-Nilai Maqashid Syariah Dalam Psikoterapi Keluarga Muslim,” *Jurnal Studi Hukum Islam* 13, no. 2 (2024): 198.

<sup>64</sup> Hafizuddin, “Fenomena Pinjaman Online dan Implikasinya bagi Ketahanan Keluarga.”

The second and third dimensions affected are the protection of life (*ḥifẓ al-nafs*) and the protection of reason (*ḥifẓ al-'aql*). The economic pressure resulting from online loans not only affects financial circumstances but also causes serious psychological distress. Aggressive, intimidating and inhumane debt collection mechanisms, such as threats of violence, the dissemination of personal data and psychological harassment, have created collective trauma amongst victims of online lending. In extreme cases, severe depression caused by the pressure of debt has even driven people to take their own lives. This situation directly threatens *ḥifẓ al-nafs* (the protection of life), which is a primary objective of Sharia, as human lives are endangered by an exploitative debt system.

Furthermore, prolonged psychological stress also impairs mental function (*ḥifẓ al-'aql*). People suffering from debt-related stress find it difficult to think clearly, are prone to making impulsive decisions, and lose the ability to plan for the future rationally. According to family stress theory, an economic crisis is one of the main factors that triggers the breakdown of marital relationships.<sup>65</sup> A mounting debt burden, the threat of debt collection, and the social stigma of default can cause collective anxiety within a family. One interviewee recounted: *“Every time the phone rings, I immediately start trembling, afraid it’s a debt collector. I find it hard to sleep, I snap at my children, and my mind is in turmoil.”*<sup>66</sup> This situation indicates that online lending not only undermines economic stability, but also impairs the mental health and cognitive abilities of family members, which runs counter to the Sharia principle of safeguarding the mind as a gift from God.

The fourth dimension, the protection of the next generation (*ḥifẓ al-nasl*), is also threatened by unregulated online lending practices. Economic strain and conflicts arising from online loans have the potential to disrupt the family’s role as a space for moral education, psychological protection, and the character development of children. Children growing up in families plagued by debt pressures and domestic conflicts are at risk of experiencing emotional and social developmental disorders. In cases of divorce triggered by economic problems, children are the victims who feel the impact most acutely, losing a stable and intact parental figure. Empirical data shows that economic factors, particularly debt and the inability to meet household needs, are one of the dominant causes of divorce in Indonesia.<sup>67</sup> Consequently, online loans that trap families in

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<sup>65</sup> Hafizuddin.

<sup>66</sup> “Wawancara Ibu R. 2025.”

<sup>67</sup> F A SYAFI UDDIN, “Kisah Keluarga Imran Dalam Ketahanan Keluarga Kontemporer Dalam Perspektif Nilai-Nilai Maqashid Syariah” (2025), <http://repository.uin-suska.ac.id/89259/%0A> [http://repository.uin-suska.ac.id/89259/1/fauzan\\_removed](http://repository.uin-suska.ac.id/89259/1/fauzan_removed) - Fauzan Azima Syafiuddin.pdf.

a cycle of debt contribute to the weakening of ḥifẓ al-nasl, as they threaten the survival and quality of future generations.

The fifth dimension, the protection of religion (ḥifẓ al-dīn), is also affected by online lending. The systematic practice of usury in conventional online lending is not only legally problematic, but also erodes religious values within the family. When a family member becomes accustomed to transactions involving usury, they gradually drift away from the principles of Sharia that should form the foundation of their life. Furthermore, prolonged economic pressure can disrupt worship and religious observance. Those overwhelmed by debt-related stress may neglect their prayers, lack the peace of mind to engage in dhikr, or even lose hope in Allah's assistance. Yet, dhikr and a strong spiritual life form a vital foundation for family resilience, as they soothe the soul, foster harmony, and strengthen bonds between family members.<sup>68</sup> A religious scholar interviewed for this study warned: "*Usurious online lending not only destroys wealth, but also erodes faith. Those who partake in usury have hardened hearts, find it difficult to accept advice, and are estranged from Allah. Families that are estranged from religion are easily torn apart.*"<sup>69</sup>

Another important aspect that needs to be highlighted is the vulnerability of women in online lending practices. It is in this context that the urgency of strengthening Islamic financial literacy and legal protection for women becomes paramount. Using a maqashid al-sharia approach, online lending practices must be evaluated holistically, taking into account their impact on all five objectives of sharia simultaneously. Al-Syatibi emphasises that the objectives of sharia are to safeguard primary public interests (dharuriyyat),<sup>70</sup> and when a commercial practice is empirically shown to threaten that public interest, it loses its maqashidi legitimacy even if it is considered legally valid. In the context of online lending, when debt actually threatens the psychological stability of the family, damages mental health, disrupts children's education, distances people from religious values, and depletes wealth unfairly, then such a practice contradicts the orientation towards the public interest that lies at the heart of the maqashid of Sharia.

Therefore, a response to the phenomenon of online lending cannot be limited to a regulatory approach and the crackdown on illegal online lenders. A comprehensive approach is required, focused on social protection and strengthening family resilience. Some possible solutions include: Firstly, strengthening the Islamic economic system by optimising philanthropic institutions such as Baznas and Rumah Zakat to provide soft loans (qardh al-hasan) to underprivileged families.

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<sup>68</sup> E. Putri, L. S., Rahmah, M., & Erdetya, "Penguatan Ketahanan Keluarga Melalui Sosialisasi Nilai-Nilai Tasawuf Dalam Keluarga Muslim," *AL HAZIQ: Journal of Community Service* 4, no. 2 (2025).

<sup>69</sup> M.I, "Wawancara 2025."

<sup>70</sup> Asy-Syatibi, *Al-Muwafaqat fi Ushul al-Syari'ah*.

Secondly, enhancing Islamic financial literacy among families, particularly women, so that they understand the risks of online lending and Sharia-compliant financing alternatives. Third, families should play an active role in instilling religious values and a simple lifestyle, free from materialism and hedonism. Fourth, Islamic banks and Islamic cooperatives need to be more proactive in providing easy, fast and equitable access to microfinance for low-income households.

Based on the above discussion, it can be concluded that conventional online loans involving *riba*, *gharar* and contractual injustice have systemic implications for the five dimensions of *maqashid al-sharia* within Muslim families. From the perspective of *ḥifẓ al-māl*, they erode family assets through onerous interest and penalties. From the dimension of *ḥifẓ al-nafs*, it causes psychological stress and mental health issues. From the dimension of *ḥifẓ al-'aql*, it impairs the ability to think clearly and make rational decisions. From the dimension of *ḥifẓ al-nasl*, it threatens the continuity and quality of future generations through domestic conflict and divorce. From the perspective of *ḥifẓ al-dīn*, it distances families from Sharia values and erodes spirituality.

## **CONCLUSION**

This study concludes three main points. Firstly, from the perspective of *muamalah fiqh*, conventional online lending is not Sharia-compliant as it involves *riba* through interest and cumulative penalties, *gharar* due to unclear information and unilateral standard contracts, as well as problematic multiple contracts that use service fees as a disguise for interest, contrary to DSN-MUI Fatwa No. 117/2018.

Secondly, liability for debt in the marital relationship is contextual: it is personal if incurred without the spouse's involvement (Article 93(1) of the Islamic Family Law), becomes a joint liability if for the family's benefit (Article 93(2) of the Islamic Family Law), and cannot be imposed on a spouse who was unaware of the unilateral debt. In the event of divorce, personal debt remains with the debtor, whilst joint debt is settled proportionally in the division of joint assets.

Thirdly, online loans threaten family stability from the perspective of the *maqashid al sharia* in multiple dimensions: eroding wealth (*ḥifẓ al-māl*), endangering life through psychological pressure (*ḥifẓ al-nafs*), impairing rational decision-making (*ḥifẓ al-'aql*), damaging the lineage through divorce (*ḥifẓ al-nasl*), and eroding religious values due to usury practices (*ḥifẓ al-dīn*). This study recommends strengthening Islamic financial literacy for families, regulations requiring spousal consent for household loans, strict oversight of debt collection practices, the development of Islamic fintech based on *qardh al-hasan*, and further research into family-friendly Islamic financing models.

## LITERATURE

- Abdurrahman. *Kompilasi Hukum Islam di Indonesia*. Jakarta: CV Akademika Pressindo, 2007.
- Al-Qaradhawi, Yusuf. *Fawa'id al-Bunuk Hiya al-Riba al-Muharram*. Kairo: Maktabah Wahbah, 2001.
- ALI, M M. "Tinjauan Yuridis Terhadap Harta Bersama Sebagai Jaminan Kredit Perbankan Saat Terjadi Perceraian Dalam Perspektif Hukum Islam ...." unissula, 2022. <http://repository.upm.ac.id/id/eprint/4074%0A>
- Amalia, Rizqi Maulida, Muhammad Yudi Ali Akbar, dan Syariful Syariful. "Ketahanan Keluarga dan Kontribusinya Bagi Penanggulangan Faktor Terjadinya Perceraian." *Jurnal Al-Azhar Indonesia Seri Humaniora* 4, no. 2 (2018): 129. <https://doi.org/10.36722/sh.v4i2.268>.
- Anggraeni, Ninda Dwi, dan Fauziyah Putri Meilinda. "Internalisasi Nilai-Nilai Maqashid Syariah Dalam Psikoterapi Keluarga Muslim." *Jurnal Studi Hukum Islam* 13, no. 2 (2024): 198.
- Asy-Syatibi, Abu Ishaq. *Al-Muwafaqat fi Ushul al-Syari'ah*. Vol. 2. Beirut: Dar al-Kutub al-Ilmiyyah, 2003.
- az-Zuhaili, Wahbah. *Al-Fiqh al-Islami wa Adillatuhu*. Vol. 4. Beirut: Dar al-Fikr, 2011.
- DSN-MUI. "Pembiayaan Berbasis Teknologi Informasi Berdasarkan Prinsip Syariah." *Fatwa Dewan Syariah Nasional No. 117/DSN-MUI/II/2018 tentang Layanan Pembiayaan Berbasis Teknologi Informasi Berdasarkan Prinsip Syariah*, 2018. <https://dsnmu.or.id/kategori/fatwa/>.
- Hafizuddin, M. "Fenomena Pinjaman Online dan Implikasinya bagi Ketahanan Keluarga." Pengadilan Tinggi Agama Pekanbaru, 2025.
- Halo JPN Kejaksaan Republik Indonesia. "Hutang Piutang dalam Rumah Tangga." Layanan Konsultasi Hukum Online, 2025.
- Hasnita, Nevi. *Konsep Multiakad (Hybrid Contract) Dalam Kajian Fikih Muamalah Kontemporer. Angewandte Chemie International Edition*, 6(11), 951–952. Vol. 3. UIN Ar-Raniry, 2021. <https://medium.com/@arifwicaksanaa/pengertian-use-case-a7e576e1b6bf>.
- I Al-Bajuri. *Hasyiyah al-Bajuri*. Beirut, Lebanon.: Dar Ihya'at-Turas al-'Arabi, 1997.
- Ibn Qudamah. *al-Mughni*. Beirut: Dar al-Kutub al-Ilmiyyah, 2020.
- Ibnu Qudamah. *al-Kafii fi al-fiqh al-Imam Ahmad Ibn Hanbal*. Beirut, Lebanon.: Maktabah Al-Islami, n.d.
- Ibnu Rusyd. *Bidayatul Mujtahid wa Nihayatul Muqtasid, Jilid 1*. Beirut, Lebanon.: Dar al-Kutub al-Ilmiyyah, 2002.
- Johnny, Ibrahim. *Teori dan Metodologi Penelitian Hukum Normatif*. Malang: Bayumedia, 2008.
- Kompas. "Laporan Pengaduan Korban Pinjaman Online 2018-2024." Jakarta, 2024. <https://megapolitan.kompas.com/read/2025/04/28/15301271/1944>
- Kurnia, B N, dan S H Shallman. "Analisis Yuridis Pinjaman Online Berbasis Jaminan Data Pribadi yang Dibandingkan dengan Praktik Pinjaman Konvensional," 2022. <http://eprints.ums.ac.id/id/eprint/101118%0A>
- Marlina, L, T A Aziz, dan H N Yasin. "Fintech, Implikasi Hukum Riba dalam Fintech, Fintech Syariah vs Fintech Konvensional, dan Peran Etika Bisnis Islam dalam Fintech." *Jurnal Al-Uqudana: Jurnal Hukum dan Etika Bisnis Syariah*, 2025. <https://journal.stai-almujtama.ac.id/index.php/al-uqudana/article/view/152>.
- Meliza, dan Anggrainy Putri Ayuningrum. "The Impact of Fintech Peer to Peer Lending and E-Money Transaction on Economic Growth: The Moderating Role of Inflation." *E3S Web of Conferences* 622 (2025). <https://doi.org/10.1051/e3sconf/202562204007>.
- Moleong, Lexy J. *Metodologi Penelitian Kualitatif*. Bandung: PT. Remaja Rosda Karya, 2018.
- MR Qal'ahji. *al-Mausu'ah al-Fiqhiyyah al-Muyassarrah*. Beirut, Lebanon.: Dar al-Nafa'is, 2000.
- Muhsin, A. "MAQĀSHID AL-MUKALLAF (Applicative Solutions to Comprehensive Fatwa)." *International Journal of Social Science and ...*, 2022. <http://repository.iainpare.ac.id/3740/1/>
- Otoritas Jasa Keuangan. "Daftar Penyelenggara Fintech Lending Berizin OJK per Desember 2025," diakses 7 Maret 2026, <https://www.ojk.go.id/id/kanal/iknb/financial->

- technology/Pages/Penyelenggara-Fintech-Lending-Berizin.aspx.,” 2025.
- Peraturan Otoritas Jasa Keuangan. Peraturan Otoritas Jasa Keuangan Tentang Layanan Pinjam Meminjam Uang Berbasis Teknologi Informasi (Nomor 77 Tahun 2016 Pasal 26) (2016).
- Putri, L. S., Rahmah, M., & Erdetya, E. “Penguatan Ketahanan Keluarga Melalui Sosialisasi Nilai-Nilai Tasawuf Dalam Keluarga Muslim.” *Al Haziq: Journal of Community Service* 4, no. 2 (2025).
- R. Subekti. *Pokok-Pokok Hukum Perdata, Cet 31*. Jakarta: PT Internasa, 2003.
- Republik Indonesia. Undang-Undang Nomor 16 Tahun 2019 tentang perubahan atas Undang-Undang Nomor 1 Tahun 1974 tentang Perkawinan. Lembaran Neagara Republik Indonesia Tahun 2019 Nomor 186, Pub. L. No. 16 (2019).
- RK Brahmana and E Lau. “Adoption of peer-to-peer (P2P) fintech lending: A study of socio-demographic factors.” *International Journal of Business and Society*, 2024.
- Soekanto, Soerjono. *Metode Penelitian Hukum*. Jakarta: Rineka Cipta, 2017.
- SYAFI UDDIN, F A. “Kisah Keluarga Imran Dalam Ketahanan Keluarga Kontemporer Dalam Perspektif Nilai-Nilai Maqashid Syariah,” 2025. [http://repository.uin-suska.ac.id/89259/%0Ahttp://repository.uin-suska.ac.id/89259/1/fauzan\\_removed](http://repository.uin-suska.ac.id/89259/%0Ahttp://repository.uin-suska.ac.id/89259/1/fauzan_removed) - Fauzan Azima Syafiuddin.pdf.
- Syarifuddin, A. *Hukum Perkawinan Islam Indonesia Antara Fiqh Munakahat*, 2018. <https://repository.uinjkt.ac.id/dspace/bitstream/123456789/71252/1/Buku.pdf>.
- Thoha, Aris Badaruddin. “Pinjaman Online Dalam Tinjauan Hukum Islam.” *Jurnal Informatika Komputer, Bisnis dan Manajemen* 20, no. 1 (2023): 80–94. <https://doi.org/10.61805/fahma.v20i1.46>.
- Triastuti fitri. “Dampak Pinjaman Online (Pinjol) Terhadap Keuangan Keluarga Di Kota Pontianak.” IAIN Pontianak, 2025.
- Wahid, Abdul. *Fiqh Munakahat Kontemporer*. Jakarta: Kencana, 2023.