



## Sharia Fintech Dispute Resolution Formulation in the Religious Courts

Tayep Suparli

Universitas Islam Indonesia

Correspondence Email: [tayepsuparli@gmail.com](mailto:tayepsuparli@gmail.com)

### Keywords:

*Sharia Fintech;  
Dispute  
Resolution;  
Religious Courts.*

### Abstract

Cases in the financial industry began to be found, including cases related to Islamic economics. The settlement of conventional economic cases and sharia economics has a different place, according to the authority of each court. Therefore, this study aims to find a formulation of sharia fintech dispute resolution through litigation in the Religious Courts. The problem is whether the Religious Courts resolve Islamic fintech, and if so, how is the settlement process? This type of research is qualitative with the library research method and analyzed using a normative juridical approach. The study results found that fintech disputes can be resolved in Religious Courts. Settlement of disputes in religious courts can be submitted through simple or ordinary lawsuits, and trials can be carried out electronically (e-litigation) or in ordinary procedures. In conclusion, the resolution of sharia fintech disputes is the authority of the Religious Courts.

### Kata Kunci:

*Fintech Syariah;  
Penyelesaian  
Sengketa;  
Pengadilan  
Agama*

### Abstrak

Kasus-kasus di industri keuangan mulai banyak ditemukan, termasuk kasus-kasus yang berkaitan dengan ekonomi Islam. Penyelesaian perkara ekonomi konvensional dan ekonomi syariah memiliki tempat yang berbeda, sesuai dengan kewenangan masing-masing pengadilan. Oleh karena itu, penelitian ini bertujuan untuk menemukan rumusan penyelesaian sengketa fintech syariah melalui litigasi di Pengadilan Agama. Persoalannya apakah Pengadilan Agama menyelesaikan fintech syariah, dan jika ya, bagaimana proses penyelesaiannya? Jenis penelitian ini adalah kualitatif dengan metode penelitian kepustakaan dan dianalisis dengan menggunakan pendekatan yuridis normatif. Hasil kajian menemukan bahwa sengketa fintech dapat diselesaikan di Pengadilan Agama. Penyelesaian sengketa di pengadilan agama dapat diajukan melalui gugatan sederhana atau biasa, dan persidangan dapat dilakukan secara elektronik (e-litigasi) atau dengan acara biasa. Kesimpulannya, penyelesaian sengketa fintech syariah merupakan kewenangan Pengadilan Agama.

## INTRODUCTION

The Industrial Revolution 4.0 has affected various sectors, including the financial sector.<sup>1</sup> One product in the financial sector that uses technological sophistication is financial technology (fintech).<sup>2</sup> Fintech is a combination of the financial industry and technology, where parties with excess funds (surplus of funds) and those with a lack of funds (lack of funds) can meet in one application.<sup>3</sup> Through fintech, the financial industry can reach a wider market share, especially small and medium businesses that are not practically bankable. Access is easy only through the Android application; they can apply for financing or funding.<sup>4</sup>

Based on data from the Financial Services Authority (OJK), as of April 22, 2022, there were 102 business entities, and eight were based on sharia principles or fintech.<sup>5</sup> The growth of this fintech has been relatively rapid in the last five years. In 2017 there were only 30 companies or a growth of 340% in five years.<sup>6</sup> However, the rapid growth of fintech is inseparable from the various obstacles accompanying it, such as the success rate of organizers (TKB), which has not yet reached 100%.<sup>7</sup> That shows that there is still a possibility of default in financing or funding which can lead to disputes, even though the percentage is small.

OJK has issued Regulation of the Financial Services Authority of the Republic of Indonesia Number 10/PJOK.05/2022 concerning Information Technology-Based Joint Funding Services, which simultaneously revokes OJK Regulation Number 77/POJK.01/2016, which aims to improve consumer protection. Article 31 paragraph (2) letter n states that the operator must include electronic documents regarding the dispute resolution mechanism. Article 100, paragraph (1) letter e emphasizes that handling complaints and settling consumer disputes is simple, fast, and affordable. However, it does not rule out the possibility of litigation settlement of disputes through an authorized court as explained in Article 89 paragraph (5) letter b of the OJK regulations.

Settlement of disputes through litigation is carried out in courts, either in district courts or Religious Courts.<sup>8</sup> However, the settlement is filed in the Religious Courts when

<sup>1</sup> Badr Machkour and Ahmed Abriane, "Industry 4.0 and Its Implications for the Financial Sector," *Procedia Computer Science*, The 11th International Conference on Emerging Ubiquitous Systems and Pervasive Networks (EUSPN 2020) / The 10th International Conference on Current and Future Trends of Information and Communication Technologies in Healthcare (ICTH 2020) / Affiliated Workshops, 177 (January 1, 2020): 496–502, <https://doi.org/10.1016/j.procs.2020.10.068>.

<sup>2</sup> Hendra Kusuma and Wiwiek Kusumaning Asmoro, "Perkembangan Financial Teknologi (Fintech) Berdasarkan Perspektif Ekonomi Islam," *Istithmar: Jurnal Studi Ekonomi Syariah* 4, no. 2 (2020), <https://doi.org/10.30762/istithmar.v4i2.14>.

<sup>3</sup> Umar Hamdan et al., "Penyuluhan Tentang Financial Technology Di Desa Kerinjing, Kecamatan Tanjung Raja, Kabupaten Ogan Ilir," *Sricommerce: Journal of Srinwijaya Community Services* 1, no. 1 (2020): 1–8, <https://doi.org/10.29259/jscs.v1i1.4>.

<sup>4</sup> Mochammad Fajar and Cintia Widya Larasati, "Peran Financial Technology (Fintech) Dalam Perkembangan UMKM Di Indonesia: Peluang Dan Tantangan," *Humanis (Humanities, Management and Science Proceedings)* 1, no. 2 (2021): 702–15.

<sup>5</sup> Abdillah, Sukmawati, and Muhammad Fadly Syah, "Legal Protection Against Peer-to-Peer Lending-Based Financial Technology Losses," *Maʿāhibuna: Jurnal Perbandingan Maʿāhib*, December 29, 2022, 212–35, <https://doi.org/10.24252/mh.vi.32022>.

<sup>6</sup> Kontan, "Berita Keuangan," n.d., <https://keuangan.kontan.co.id/>.

<sup>7</sup> "Dana Syariah," 2022, <https://www.danasyariah.id/>.

<sup>8</sup> Azharuddin Lathif and Diana Mutia Habibaty, "Disparitas Penyelesaian Sengketa Jalur Litigasi Pada Polis Asuransi Syariah Dan Putusan Pengadilan," *Jurnal Legislasi Indonesia* 16, no. 1 (2019): 76–88.

referring to Article 49 letter (j) of Law Number 3 of 2006 and its explanation for dispute resolution from sharia business activities.<sup>9</sup>

Currently, the author has not found a settlement of sharia fintech cases. However, with the increasing use of fintech by the public, there may be cases of sharia fintech in the future. The Religious Courts must be ready if there is a filing of a sharia fintech dispute case at any time. Because the Court is prohibited from rejecting a case submitted to it even though the legal pretext does not exist or is unclear, but must still accept, examine and adjudicate it.<sup>10</sup> Based on the explanation above, the author believes that in this paper, it is important to examine the authority of the Religious Courts in receiving, examining, and adjudicating sharia fintech cases and how to formulate dispute resolution.

## RESEARCH METHODS

This research is qualitative research using library research methods. The approach used is juridical-normative. Data sources consist of primary, which consists of laws and regulations and documents related to sharia fintech and the authority of the Religious Courts. Moreover, secondary data consisting of books, journals, and previous research is relevant to this research.

## RESULTS AND DISCUSSION

### Definition of Sharia Fintech

Fintech is linguistically an acronym of two combined words originating from English, namely financial, which means finance, and technology, which means technology.<sup>11</sup> The term fintech is currently experiencing a narrowing of meaning/specialization which means it refers to a particular system in the financial industry.<sup>12</sup> Meanwhile, the word sharia in economic terminology is everything that is based on the principles of Islamic law.<sup>13</sup> As introduced in Law Number 3 of 2006 and is consistently used in several regulations, such as in Law Number 21 of 2008 concerning Islamic Banking, as well as for institutions, such as the National Sharia Council (DSN-MUI), use the word sharia.<sup>14</sup>

According to The National Digital Research (NDRC), Fintech is an innovation in the financial sector with modern technology that brings a more practical and secure financial transaction process.<sup>15</sup> Meanwhile, sharia fintech is known as Islamic Fintech, which means technology-based business with financial services or innovative products using sharia

---

<sup>9</sup> Rahadi Wasi Bintoro, "Sharia Business and The Challenge of Dispute Settlement in Indonesian Religious Court," *Problems of Legality*, no. 133 (June 27, 2016): 41–51, <https://doi.org/10.21564/2414-990x.133.70649>.

<sup>10</sup> Article 10 paragraph (1) Law Number 48 of 2009 Concerning Judicial Powers

<sup>11</sup> Muhammad Arif Hernawan et al., "Overview of Financial Technology (Fintech) in Logistics: Literature Study," *Journal of Economics, Management, Entrepreneurship, and Business (JEMEB)* 1, no. 1 (2021): 72–78, <https://doi.org/10.52909/jemeb.v1i1.20>.

<sup>12</sup> Konstantin B. Kostin, Ralf Fendel, and Friedrich Wild, "Comparing the Situation of FinTech Start-Ups in Russia and Germany through Equity Investments," *Economies* 10, no. 2 (2022): 33, <https://doi.org/10.3390/economies10020033>.

<sup>13</sup> Nora Khan, "The Role of Islamic Finance in Economic Development," *Lingnan Journal of Banking, Finance and Economics* 6, no. 1 (2017), <https://commons.ln.edu.hk/ljbf/vol6/iss1/6>.

<sup>14</sup> Imron Rosyadi, *Akad Nominaat Syariah* (Jakarta: Prenada Media, 2019), 4.

<sup>15</sup> Raden Ani Eko Wahyuni, "Strategy Of Illegal Technology Financial Management In Form Of Online Loans," *Jurnal Hukum Prasada* 7, no. 1 (2020): 27–33, <https://doi.org/10.22225/jhp.7.1.2020.27-33>.

schemes.<sup>16</sup> Islamic Fintech also affects all forms of finance globally on finance in Indonesia. Some of the basic fintech services include payments (digital wallets, P2P payments), investment (equity crowdfunding, Peer to Peer Lending), financing (crowdfunding, microloans, credit facilities), insurance (risk management), cross-process (big data analysis, predictive modeling, infrastructure security).<sup>17</sup>

Based on the provisions of Article 1 point 1 of the Financial Services Authority Regulation (POJK) Number 10/PJOK.05/2022 concerning Information Technology-Based Joint Funding Services. Fintech, known as Information Technology-Based Joint Funding Services, now abbreviated as LPBBTI, is the provision of financial services to bring together funders and recipients of funds in conducting conventional or sharia-based funding directly through electronic systems using the internet.<sup>18</sup>

The implementation of sharia fintech in Indonesia is based on the following: 1) the Financial Services Authority Regulation (POJK) Number 10/PJOK.05/2022 concerning Information Technology-Based Joint Funding Services; 2) OJK Circular Letter Number 18/SEOJK.02/2017 concerning the implementation of governance and risk management of Information Technology in services technology-based money lending; 3) Bank Indonesia Regulation (PBI) Number 11/12/PBI/2009 concerning Electronic Money; 4) Bank Indonesia Regulation (PBI) Number 16/8/2014 concerning Amendment to (PBI) Number 11/12/PBI/2009 concerning Electronic Money; 5) Bank Indonesia Regulation (PBI) Number 18/17/2016 concerning the Second Amendment to (PBI) Number 11/12/PBI/2009 concerning Electronic Money. In addition, Fintech Syariah bases its activities on the Fatwa of the National Sharia Council (DSN-MUI) Number 17 of 2018.

Based on data from the Financial Services Authority (OJK), as of April 22, 2022, there is eight sharia fintech.<sup>19</sup> Among them:

No	Nama Platform	Nama Perusahaan	Sistem Operasi
1	Investree	PT. Investree Radika Jaya	Android
2	Ammana	PT. Ammana Fintech Syariah	Android
3	Alami	PT. Alami Fintek Sharia	Android dan Ios
4	Danasyariah	PT. Dana Syariah Indonesia	Android
5	Duha Syariah	PT. Dhuha Madani Syariah	Android
6	Qazwa.id	PT. Qazwa Mitra Hasanah	–
7	Papitupi Syariah	PT. Piranti Alphabet Perkasa	Android

<sup>16</sup> Umari Abdurrahim Abi Anwar et al., "Risk Management in Islamic Financial Technology," *JMD: Jurnal Riset Manajemen & Bisnis Dewantara* 5, no. 2 (2022): 67–82, <https://doi.org/10.26533/jmd.v5i2.985>.

<sup>17</sup> Azidni Rofiqo et al., "Factors That Influence of Behavior to Contribution in Islamic Peer-to-Peer Lending with PLS-SEM Approach: Empirical Studies in Indonesia," *Journal of Islamic Economics Lariba* 8, no. 1 (2022), <https://doi.org/10.20885/jielariba.vol8.iss1.art5>.

<sup>18</sup> Regulation of the Financial Services Authority of the Republic of Indonesia Number 10/POJK.05/2022 Concerning Information Technology-Based Joint Funding Services

<sup>19</sup> Otoritas Jasa Keuangan, "Financial Technology," [ojk.go.id](https://www.ojk.go.id/id/kanal/iknb/financial-technology/default.aspx), 2022, <https://www.ojk.go.id/id/kanal/iknb/financial-technology/default.aspx>.

The eight sharia fintech above are providers of information technology-based joint funding services. Its business activity is to provide financial services to unite donors and recipients of funds based on sharia principles through an internet-based electronic system available on the Android system or website. Financial service systems like this are often called peer-to-peer (P2P) lending.

The potential for disputes in the fintech industry is quite large. Based on 2019 data, in the first eight months, the default rate from P2P lending from fintech was at the level of 3.06%. The risk of default increases during the Covid-19 pandemic based on research conducted by Risna Kartika and Mochamad Febri Sayidil Umam with a paired sample test showing that during the Covid-19 pandemic, the TWP90 tends to be higher, even though the current creditor category still dominates above 90%.<sup>20</sup>

The Financial Services Authority (OJK), through its Regulation Number 10/PJOK.05/2022 to be precise paragraph (1) letter e, states that if a dispute occurs between the parties in a fintech case, complaint handling, and dispute resolution are carried out in a simple, fast and affordable manner, namely through non-litigation. However, non-litigation dispute resolution is still unsuccessful, based on the explanation of Article 89 paragraph (5) letter b. In that case, settling disputes through litigation through the Court is possible.

### **Sharia Fintech Disputes as the Absolute Authority of the Religious**

Disputes are conflicts, disputes, or disputes between one party and another related to valuable rights in the form of money or objects.<sup>21</sup> Disputes or disputes in the Islamic economy are the realms of disputes in business or trade activities. Sharia economic disputes can occur before or after the agreement is agreed.<sup>22</sup> In sharia fintech, the possibility of a dispute occurring can be caused by default or unlawful acts committed by parties, the Organizer, the Fund Provider, or the Fund Recipient.<sup>23</sup>

Sharia fintech disputes can be carried out through litigation. Litigation is the settlement of disputes or legal conflicts through the courts.<sup>24</sup> The implementation of sharia fintech is closely related to electronic transactions.<sup>25</sup> Therefore, the provisions of Article 38 and Article 39 of Law Number 19 of 2016 apply that Everyone can file a lawsuit against the party operating the Electronic System or using Information Technology that causes losses. Thus, civil lawsuits are carried out following the provisions of the Laws and Regulations.

<sup>20</sup> Risna Kartika and Mochamad Febri Sayidil Umam, "Tingkat Wanprestasi 90 Peer to Peer Lending Selama Pandemi COVID-19 Di Indonesia," *AKUNTABILITAS: Jurnal Ilmiah Ilmu-Ilmu Ekonomi* 14, no. 1 (August 9, 2021): 31–39, <https://doi.org/10.35457/akuntabilitas.v14i1.1551>.

<sup>21</sup> Anita Dewi Anggraeni Kolopaking, *Asas Etikad Baik dalam Penyelesaian Sengketa Kontrak Melalui Arbitase* (Bandung: Penerbit Alumni, 2021), 10.

<sup>22</sup> Amran Suadi, *Penyelesaian Sengketa Ekonomi Syariah Penemuan & Kaidah Hukum*, Edisi Pert (Jakarta: Prenada Media, 2018), 31.

<sup>23</sup> Khasanudin Khasanudin and Budi Santoso, "Analysis of Financial Technology Product Contracts Peer to Peer Lending Syariah Platform Ammana.Id," *Journal of Law and Legal Reform* 3, no. 2 (2022): 185–214, <https://doi.org/10.15294/jllr.v3i2.54623>.

<sup>24</sup> Suadi, *Penyelesaian Sengketa Ekonomi Syariah Penemuan & Kaidah Hukum*, 36.

<sup>25</sup> Tri Widiastuty, "The Role of Sharia Fintech Based on Maqashid Sharia Perspective," *Al-Mashrafiyah: Jurnal Ekonomi, Keuangan, Dan Perbankan Syariah*, 2022, 18–27, <https://doi.org/10.24252/al-mashrafiyah.v6i1.25559>.

Provisions on resolving disputes in sharia fintech must be included in the electronic agreement document between the Provider and the Fund Provider. In addition, it must also be included in an electronic document between the donor and the recipient of funds.<sup>26</sup> PT. Dana Syariah carried out an example of the application of these provisions. PT. Dana Syariah Indonesia through the danasyariah.id platform is contained in the Wakalah Bil Ujrah contract between PT Dana Syariah Indonesia and the Funding Provider in the article regarding dispute resolution as follows:<sup>27</sup>

- (1). *“If at a later date, there are differences in interpretation or disagreement in relation to this agreement, then everything regarding the settlement will be carried out by deliberation to reach a consensus”;*
- (2). *“If an agreement is not reached, the parties concerned agree to choose a legal dispute settlement at the Religious Court Office where the Organizer is domiciled, namely the South Jakarta Religious Court.”*

The clause above is an anticipatory clause that contains factum de compromise, namely the agreement of the parties to agree with the legal domicile to be chosen in the event of a dispute by choosing the South Jakarta Religious Court as the place for litigation dispute resolution. The Religious Courts are authorized to resolve sharia economic disputes.<sup>28</sup> The meaning of sharia economics here is actions or business activities carried out according to sharia principles which include: sharia banks, sharia microfinance institutions, sharia insurance, sharia reinsurance, sharia mutual funds, sharia bonds and medium-term sharia securities, sharia securities, sharia financing, Islamic pawnshops, Islamic financial institution pension funds, and Islamic business.<sup>29</sup>

The authority of the Religious Courts in resolving sharia business disputes is the most extensive. The definition of *sharia business* itself is a series of business activities in its various forms, which are not limited by the quantity of ownership of assets (goods/services), including profit, but are limited by the way the acquisition and utilization of assets are following sharia.<sup>30</sup> Thus, looking at the pattern of sharia fintech business activities where the fintech operator acts as a service provider that brings together funders and recipients of funds based on sharia principles, these activities can be classified as sharia business.<sup>31</sup> Therefore, if a dispute occurs, the settlement will become the absolute authority of the Religious Courts following the explanation of Article 49 letter (i) of Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts.

<sup>26</sup> Article 31 paragraph (2) letter n and Article 32 paragraph (2) letter m Regulation of the Financial Services Authority of the Republic of Indonesia Number 10/POJK.05/2022 Concerning Information Technology-Based Joint Funding Services

<sup>27</sup> Article 21 Perjanjian Penyelenggaraan Layanan Pendanaan Berbasis Teknologi Informasi antara PT Dana Syariah Indonesia dan Pemberi Dana berdasarkan Prinsip Wakalah Bil Ujrah, 8089122611451/DSI/AWBL/XI/2022, issued 2022.

<sup>28</sup> Anita Afriana and Hazar Kusmayanti, “Review of Syaria Economy Disputes in Religious Courts within the Perspective of Small Claims Court (SCC),” *Fiat Justitia: Jurnal Ilmu Hukum* 15, no. 2 (April 7, 2021): 183–94, <https://doi.org/10.25041/fiatjustisia.v15no2.2086>.

<sup>29</sup> Muhammad Abdul Aziz and Fardan Bintang Agung Sasongkojati, “The Effectiveness of Sharia Economic Dispute Resolution Between Religious Court and National Sharia Arbitration Board,” *Journal of Islamic Economic Laws* 5, no. 2 (October 10, 2022): 216–45, <https://doi.org/10.23917/jisel.v5i2.19709>.

<sup>30</sup> Mardani, *Hukum Bisnis Syariah* (Jakarta: Prenada Media, 2017), 3.

<sup>31</sup> Ismawati Ismawati et al., “The Role Sharia Fintech to Support Halal Industry in Indonesia,” *Al-Masraf: Jurnal Lembaga Kenangan Dan Perbankan* 7, no. 2 (2022): 1–20, <https://doi.org/10.15548/al-masraf.v7i2.245>.

## **Formulation of Sharia Fintech Dispute Resolution in the Religious Courts Based on the Form of the Lawsuit**

In line with the issuance of Supreme Court Regulation (Perma), Number 14 of 2016 concerning Procedures for Settlement of Sharia Economic Cases, settlement of Islamic economic disputes through litigation can be done in two ways.<sup>32</sup> First, it is carried out in an ordinary manner where the examination of sharia economic cases is carried out by referring to the applicable procedural law except for what has been specifically regulated in Perma No. 14 of 2016. Settlement of sharia economic disputes with ordinary procedures generally refers to civil procedural law stipulated in the HIR/RBg and other laws and regulations,<sup>33</sup> including:

1. Registration;
2. Assessment and Down Payment of Case Fees;
3. Determination of the Appointment of the Panel of Judges;
4. Appointment of substitute clerks;
5. Appointment of bailiff/substitute bailiff;
6. Determination of the trial day;
7. Summons of the Parties;
8. The judge;
9. Mediation;
10. Lawsuit Reading;
11. Answer-Jinawab (answer, replica, duplicate),
12. proof;
13. Conclusion;
14. Assembly meeting and
15. Verdict Reading

Following the provisions of Article 2 PERMA Number 14 of 2016, sharia economic cases can be filed as a simple lawsuit or a lawsuit with the usual procedure. The settlement is based on the disputed object's value and the difficulty in proving it<sup>34</sup>. However, some lawsuits cannot be filed in the form of simple lawsuits, including:<sup>35</sup>

1. Cases where dispute resolution is carried out through special courts or land rights,
2. Defendants whose residence is unknown, and
3. Parties litigating more than one and do not have the same interests.

Based on the provisions of Article 1 number 1 PERMA Number 4 of 2019, the Settlement of a simple lawsuit is a procedure for examining a civil lawsuit with a maximum material value of Rp. 500,000,000.00 (five hundred million rupiahs), which was settled with

---

<sup>32</sup> Rifqi Azis Amrullah, "Solution of Shariah Economic Disputes in The Provisions Set by The Supreme Court," *JESKaPe: Jurnal Ekonomi Syariah, Akuntansi Dan Perbankan* 6, no. 2 (2022): 338–53, <https://doi.org/10.52490/jeskape.v6i2.933>.

<sup>33</sup> Mardani, *Hukum Bisnis Syariah*, 44.

<sup>34</sup> Rosyadi, *Akad Nominaat Syariah*, 128.

<sup>35</sup> Suadi, *Penyelesaian Sengketa Ekonomi Syariah Penemuan & Kaidah Hukum*, 38.

simple procedures and evidence, consisting of:<sup>36</sup>

1. Registration,
2. Checking the completeness of a simple claim,
3. Determination of judges and appointment of substitute clerks,
4. Preliminary examination,
5. Determination of the day of trial and summons of the parties,
6. Examination of simple lawsuits
7. proof; and
8. Decision

Generally, the stages in a simple lawsuit are almost the same as those in an ordinary lawsuit. Except that in a simple lawsuit, a preliminary examination by the appointed judge is known. In contrast, in an ordinary trial procedure, this is not known.<sup>37</sup> A preliminary examination (dismissal) is carried out before examining the lawsuit's substance. The appointed judge must first check whether the material for the simple lawsuit is correct based on the conditions referred to in Articles 3 and 4 of PERMA Number 2 of 2015 and its amendments to PERMA Number 4 of 2019 and assess the process proof.<sup>38</sup> If the judge believes the lawsuit is not included in a simple lawsuit, the judge issues a stipulation stating that the lawsuit is not simple. Legal remedies cannot be made against this stipulation<sup>39</sup>. If the plaintiff wants to continue his case, he must file an ordinary lawsuit. The plaintiff can complete the lawsuit and then register it with the clerk's office by following the procedures that apply to the registration of ordinary lawsuits.

There are several differences in the examination of lawsuits with ordinary procedures and simple lawsuits, as follows:<sup>40</sup>

1. Claim Registration, in simple lawsuits, lawsuits are filed orally or in writing with good forms of claims provided by the clerk's office. Meanwhile, in ordinary lawsuits, lawsuits are filed verbally or in writing in the form of a letter that meets the formal requirements without filling in forms;
2. Examination of requirements by the Registrar. In a simple lawsuit, the clerk is obliged to examine the completeness of the requirements for a simple lawsuit, while in an ordinary lawsuit, the Registrar does not examine the substance of the claim and is only tasked with accepting it;
3. The total value of the dispute, in a simple lawsuit, is limited to a maximum material value of the lawsuit of Rp. 500,000,000.00 (five hundred million rupiahs), while in an ordinary lawsuit, there is no limit to the minimum and maximum provisions for material claims;
4. The number of parties in a simple lawsuit by the Plaintiff and Defendant may not be more than one unless they have the same legal interest, while in an ordinary

<sup>36</sup> Article 5 Regulation of the Supreme Court of the Republic of Indonesia Number 2 of 2015 Concerning Procedures for Settlement of Simple Claims

<sup>37</sup> Rosyadi, *Akad Nominaat Syariah*, 152.

<sup>38</sup> Rosyadi, 153.

<sup>39</sup> Suadi, *Penyelesaian Sengketa Ekonomi Syariah Penemuan & Kaidah Hukum*, 40.

<sup>40</sup> Rosyadi, *Akad Nominaat Syariah*, 131–33.



- lawsuit, the Plaintiff and Defendant may have more than one, including co-defendant;
5. The examining judge of the case. In simple lawsuits, it is carried out by a single judge, while in ordinary lawsuits, it is examined by the Panel of Judges;
  6. Preliminary examination, in a simple suit there is a preliminary examination by a single judge to assess the qualification of the suit whether it is simple or not, in an ordinary suit there is no preliminary examination, all examinations are conducted at the trial;
  7. Peaceful efforts in simple lawsuits, peaceful efforts are carried out by the case examining judge, while in ordinary lawsuits, it is mandatory to implement a mediation process;
  8. The right of countermeasure. A simple claim cannot be filed for provision, exception, reconvention, intervention, replica, or duplik. While in an ordinary lawsuit, all of these claims can be filed.
  9. The time limit for settlement of a case in a simple lawsuit for settlement of a case, is a maximum of 25 days from the day of the first trial, while in an ordinary lawsuit, a case must be completed no later than five months for the first level and three months for the appeal level;
  10. Legal remedies, in simple lawsuits, legal remedies that the parties can take by filing objections submitted to the head of the court that decides the case, while in ordinary lawsuits, legal remedies can be in the form of verzet, appeal, cassation, and judicial review (PK);
  11. The court examining legal remedies, simple lawsuits are examined by a panel of judges determined by the head of the court which decides the case, while ordinary lawsuits for verzet legal remedies are examined by a panel of judges at the court of first instance, appeals are examined by the High Religious Court, while Supreme Court Judge examines cassation and PK;
  12. The time for filing legal remedies, in simple lawsuits, is carried out no later than 7 days after the verdict is pronounced, while legal remedies in ordinary lawsuits are filed no later than 14 days after the verdict is pronounced or after notification of the decision.

The target market for sharia fintech in Indonesia is, on average, targeting the middle to lower economic class; much of the funding or financing disbursed does not exceed Rp. 500,000,000.00 (five hundred million rupiahs), so disputes from fintech sharia can be filed in lawsuits simply. However, a lawsuit can be filed based on an ordinary lawsuit if the material value exceeds IDR 500,000,000.00 (five hundred million rupiahs). Alternatively, based on the judge's assessment of the case not being included in a simple lawsuit as stated in Article 3 of Supreme Court Regulation Number 2 of 2015 as has been amended by Perma Number 4 of 2019 concerning Procedures for Settlement of Simple Claims.

### **Based on The Method of Trial**

Registering a sharia fintech dispute case can also be registered electronically, either in a simple or ordinary form. Based on the provisions of Article 6A PERMA Number 4 of 2019, Plaintiffs and Defendants can use case administration in Court electronically according to statutory provisions. In this case, the provision refers to Supreme Court Regulation Number 1 of 2019 concerning the Administration of Cases and Trials in Courts Electronically and amendments to PERMA Regulation of the Supreme Court of the Republic of Indonesia Number 7 of 2022.

Electronic trials are no different from ordinary trials. The parties' rights are still properly accommodated in trials carried out in person. The difference lies in the administration, which has changed to electronic administration and uses court information system media. Trials can be conducted online when cases are registered through the e-court application, accessed via the <https://ecourt.mahkamahagung.go.id> page. The e-court application can carry out the following services:

1. Online case registration (e-filing)
2. Estimated Down Payment (e-Skum)
3. Payment (e-payment)
4. Electronic calling (e-summon)
5. Electronic trial (e-litigation)
6. Electronic copy of the decision (e-copy)
7. Electronic signature (e-sign)

Electronic trials are a series of processes of examining and adjudicating cases by the Court, which are carried out with the support of information and communication technology. The trial process, which is carried out electronically, is carried out in the process of submitting claims/applications/objections/resistance/interventions along with their amendments, answers, replicas, duplications, proofs, conclusions, pronouncements of decisions/determinations, and appeals. The electronic trial begins when mediation is declared unsuccessful or failed, except in cases that do not require mediation. After the Defendant/Respondent agrees to proceed electronically, the panel of judges determines the court calendar to arrange a schedule for submitting answers, replicas, duplicates, proofs, conclusions, and pronouncement of decisions.

## **CONCLUSION**

Sharia fintech is a technology-based business activity with financial services or innovative products using sharia schemes. The fintech operator acts as a service provider that brings together funders and recipients of the funds-the absolute authority of the Religious Courts. The formulation of sharia fintech dispute resolution in Religious Courts can be carried out in the form of an ordinary lawsuit or a simple lawsuit. In addition, the trial can be carried out in the usual manner and can also be carried out electronically (e-litigation). The following is the formulation of the filing and the implementation of the trial: 1) It is filed in the form of an ordinary lawsuit with an ordinary trial; 2) Filed in the form of an ordinary lawsuit with an

electronic trial (e-litigation); 3) Filed in the form of a simple lawsuit with an ordinary trial; and 4) Filed in the form of a simple lawsuit with an electronic trial (e-litigation).

## REFERENCES

- Abdillah, Sukmawati, and Muhammad Fadly Syah. "Legal Protection Against Peer-to-Peer Lending-Based Financial Technology Losses." *Mazahibuna: Jurnal Perbandingan Mazhab*, December 29, 2022, 212–35. <https://doi.org/10.24252/mh.vi.32022>.
- Afriana, Anita, and Hazar Kusmayanti. "Review of Syaria Economy Disputes in Religious Courts within the Perspective of Small Claims Court (SCC)." *Fiat Justisia: Jurnal Ilmu Hukum* 15, no. 2 (April 7, 2021): 183–94. <https://doi.org/10.25041/fiatjustisia.v15no2.2086>.
- Amrullah, Rifqi Azis. "Solution of Shariah Economic Disputes in The Provisions Set by The Supreme Court." *JESKaPe : Jurnal Ekonomi Syariah, Akuntansi Dan Perbankan* 6, no. 2 (2022): 338–53. <https://doi.org/10.52490/jeskape.v6i2.933>.
- Anita Dewi Anggraeni Kolopaking. *Asas Itikad Baik dalam Penyelesaian Sengketa Kontrak Melalui Arbitase*. Bandung: Penerbit Alumni, 2021.
- Anwar, Umari Abdurrahim Abi, Megha Sakova, Ikin Solikin, and Asni Mustika Rani. "Risk Management in Islamic Financial Technology." *JMD : Jurnal Riset Manajemen & Bisnis Dewantara* 5, no. 2 (2022): 67–82. <https://doi.org/10.26533/jmd.v5i2.985>.
- Aziz, Muhammad Abdul, and Fardan Bintang Agung Sasongkojati. "The Effectiveness of Sharia Economic Dispute Resolution Between Religious Court and National Sharia Arbitration Board." *Journal of Islamic Economic Laws* 5, no. 2 (October 10, 2022): 216–45. <https://doi.org/10.23917/jisel.v5i2.19709>.
- Bintoro, Rahadi Wasi. "Sharia Business and The Challenge of Dispute Settlement in Indonesian Religious Court." *Problems of Legality*, no. 133 (June 27, 2016): 41–51. <https://doi.org/10.21564/2414-990x.133.70649>.
- "Dana Syariah," 2022. <https://www.danasyariah.id/>.
- Fajar, Mochammad, and Cintia Widya Larasati. "Peran Financial Technology (Fintech) Dalam Perkembangan UMKM Di Indonesia: Peluang Dan Tantangan." *Humanis (Humanities, Management and Science Proceedings)* 1, no. 2 (2021): 702–15.
- Hamdan, Umar, Supardi A. Bakri, Ahmad Syathiri, and Lukita Tripermata. "Penyuluhan Tentang Financial Technology Di Desa Kerinjing, Kecamatan Tanjung Raja, Kabupaten Ogan Ilir." *Sricommerce: Journal of Sriwijaya Community Services* 1, no. 1 (2020): 1–8. <https://doi.org/10.29259/jscs.v1i1.4>.
- Hernawan, Muhammad Arif, Cecep Pahrudin, Muhammad Rifa Affiat, and Siti Nurhayati. "Overview of Financial Technology (Fintech) in Logistics: Literature Study." *Journal of Economics, Management, Entrepreneurship, and Business (JEMEB)* 1, no. 1 (2021): 72–78. <https://doi.org/10.52909/jemeb.v1i1.20>.
- Ismawati, Ismawati, Trimulato Trimulato, Muhlis Muhlis, and Musdalifah Musdalifah. "The Role Sharia Fintech to Support Halal Industry in Indonesia." *Al-Masraf: Jurnal Lembaga Keuangan Dan Perbankan* 7, no. 2 (2022): 1–20. <https://doi.org/10.15548/al-masraf.v7i2.245>.
- Kartika, Risna, and Mochamad Febri Sayidil Umam. "Tingkat Wanprestasi 90 Peer to Peer Lending Selama Pandemi COVID-19 Di Indonesia." *AKUNTABILITAS: Jurnal Ilmiah Ilmu-Ilmu Ekonomi* 14, no. 1 (August 9, 2021): 31–39. <https://doi.org/10.35457/akuntabilitas.v14i1.1551>.

- Khan, Nora. "The Role of Islamic Finance in Economic Development." *Lingnan Journal of Banking, Finance, and Economics* 6, no. 1 (2017). <https://commons.in.edu.hk/ljbfe/vol6/iss1/6>.
- Khasanudin, Khasanudin, and Budi Santoso. "Analysis of Financial Technology Product Contracts Peer to Peer Lending Syariah Platform Ammana.id." *Journal of Law and Legal Reform* 3, no. 2 (2022): 185–214. <https://doi.org/10.15294/jllr.v3i2.54623>.
- Kontan. "Berita Keuangan," n.d. <https://keuangan.kontan.co.id/>.
- Kostin, Konstantin B., Ralf Fendel, and Friedrich Wild. "Comparing the Situation of FinTech Start-Ups in Russia and Germany through Equity Investments." *Economies* 10, no. 2 (2022): 33. <https://doi.org/10.3390/economies10020033>.
- Kusuma, Hendra, and Wiwiek Kusumaning Asmoro. "Perkembangan Financial Teknologi (Fintech) Berdasarkan Perspektif Ekonomi Islam." *Istithmar: Jurnal Studi Ekonomi Syariah* 4, no. 2 (2020). <https://doi.org/10.30762/istithmar.v4i2.14>.
- Lathif, Azharuddin, and Diana Mutia Habibaty. "Disparitas Penyelesaian Sengketa Jalur Litigasi Pada Polis Asuransi Syariah Dan Putusan Pengadilan." *Jurnal Legislasi Indonesia* 16, no. 1 (2019): 76–88.
- Law Number 48 of 2009 Concerning Judicial Powers
- Machkour, Badr, and Ahmed Abriane. "Industry 4.0 and Its Implications for the Financial Sector." *Procedia Computer Science*, The 11th International Conference on Emerging Ubiquitous Systems and Pervasive Networks (EUSPN 2020) / The 10th International Conference on Current and Future Trends of Information and Communication Technologies in Healthcare (ICTH 2020) / Affiliated Workshops, 177 (January 1, 2020): 496–502. <https://doi.org/10.1016/j.procs.2020.10.068>.
- Mardani. *Hukum Bisnis Syariah*. Jakarta: Prenada Media, 2017.
- Otoritas Jasa Keuangan. "Financial Technology." [ojk.go.id](https://www.ojk.go.id/id/kanal/iknb/financial-technology/default.aspx), 2022. <https://www.ojk.go.id/id/kanal/iknb/financial-technology/default.aspx>.
- Perjanjian Penyelenggaraan Layanan Pendanaan Berbasis Teknologi Informasi antara PT Dana Syariah Indonesia dan Pemberi Dana berdasarkan Prinsip Wakalah Bil Ujah. 8089122611451/DSI/AWBL/XI/2022, issued 2022.
- Regulation of the Financial Services Authority of the Republic of Indonesia (POJK) Number 10/POJK.05/2022 Concerning Information Technology-Based Joint Funding Services
- Regulation of the Supreme Court of the Republic of Indonesia (PERMA) Number 2 of 2015 Concerning Procedures for Settlement of Simple Claims
- Rofiqo, Azidni, Ahmad Suminto, Daud Sukoco, M. Ali Ramadhan, and Diyan Novita Sari. "Factors That Influence of Behavior to Contribution in Islamic Peer-to-Peer Lending with PLS-SEM Approach: Empirical Studies in Indonesia." *Journal of Islamic Economics Lariba* 8, no. 1 (2022). <https://doi.org/10.20885/jielariba.vol8.iss1.art5>.
- Rosyadi, Imron. *Akad Nominaat Syariah*. Jakarta: Prenada Media, 2019.
- Suadi, Amran. *Penyelesaian Sengketa Ekonomi Syariah Penemuan & Kaidah Hukum*. Edisi Pert. Jakarta: Prenada Media, 2018.
- Wahyuni, Raden Ani Eko. "Strategy Of Illegal Technology Financial Management In Form Of Online Loans." *Jurnal Hukum Prasada* 7, no. 1 (2020): 27–33. <https://doi.org/10.22225/jhp.7.1.2020.27-33>.
- Widiastuty, Tri. "The Role of Sharia Fintech Based on Maqashid Sharia Perspective." *Al-Mashrafiyah: Jurnal Ekonomi, Keuangan, Dan Perbankan Syariah*, 2022, 18–27. <https://doi.org/10.24252/al-mashrafiyah.v6i1.25559>.