

ABSTRAK

Kemajuan teknologi informasi-komunikasi telah memicu transformasi radikal dalam ekosistem keuangan nasional, ditandai pada perubahan pola konvensional ke platform digital, termasuk Layanan Pendanaan Bersama Berbasis TI (fintech lending). Oleh karena itu, studi ini mengkaji keabsahan yuridis kontrak pinjam-meminjam fintech berdasarkan norma hukum perdata serta evaluasi regulasinya melalui POJK No. 40 Tahun 2024 tentang LPBBTI.

Penelitian bersifat normatif yuridis dengan *statute approach* dan *konseptual approach*. Sumber primer mencakup KUHPperdata dan POJK 40/2024, didukung sumber sekunder seperti literatur, jurnal akademik, serta doktrin pakar hukum. Analisis kualitatif bersifat deskriptif-analitik guna mengurai harmonisasi norma dan aplikasinya pada praktik fintech lending.

Temuan utama mengindikasikan bahwa kontrak *fintech lending* pada dasarnya subordinat Pasal 1320 & 1338 KUHPperdata terkait syarat sah dan pacta sunt servanda. E-kontrak platform fintech mengikat hukum jika terpenuhi kesepakatan, kecakapan, objek spesifik, causa sah. Selain itu, POJK 40/2024 memperkuat akuntabilitas penyelenggara via GCG dan risk management untuk mitigasi dispute serta abuse konsumen.

Kata Kunci: Kontrak Elektronik, Pinjam-Meminjam, Fintech Lending, POJK 40/2024, Hukum Perdata

ABSTRACT

Progress in information and communication technology has sparked a radical transformation in the national financial ecosystem, marked by a shift from conventional patterns to digital platforms, including IT-Based Joint Funding Services (fintech lending). Therefore, this study examines the legal validity of fintech lending contracts based on civil law norms and evaluates their regulation through POJK No. 40 of 2024 concerning LPBBTI.

This research is normative and juridical, employing a statutory and conceptual approach. Primary sources include Civil Code and POJK 40/2024, supported by secondary sources such as literature, academic journals, and legal expert doctrine. The qualitative analysis is descriptive-analytical to analyze the harmonization of norms and their application to fintech lending practices.

The main findings indicate that fintech lending contracts are essentially subordinate to Articles 1320 and 1338 of the Civil Code regarding valid requirements and pacta sunt servanda. Fintech platform e-contracts are legally binding if they meet the agreed-upon requirements, competence, specific object, and valid cause. In addition, POJK 40/2024 strengthens the accountability of providers through GCG and risk management to mitigate disputes and consumer abuse.

Keywords: *Electronic Contracts, Lending, Fintech Lending, POJK 40/2024, Civil Law*