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SHARIA ETHICS IN FINTECH DEBT COLLECTION: EVALUATING SPINJAM'S COMPLIANCE WITH ISLAMIC LEGAL PRINCIPLES

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ABSTRACT Sharia-based fintech lending has experienced rapid growth in Indonesia, including through the SPinjam feature that operates within the Shopee ecosystem. One of the most crucial aspects in ensuring the sharia compliance of these services is the mechanism for billing and imposing late fees, given the potential for elements of usury, gharar, and dzulm to arise if they are not applied in accordance with sharia provisions. Fatwa DSN-MUI No. 106/2016 emphasizes that penalties are only permitted as ta'zîr for debtors who can pay but deliberately delay payment, and that penalty funds must be channeled entirely to social activities and cannot be used for institutional profit. This study aims to analyze the suitability of the collection and penalty mechanisms for SPinjam in accordance with the fatwa's provisions. The research method used is a normative-empirical approach through regulatory studies, fatwa analysis, documentation of SPinjam's official policies, and observation of application features. The findings indicate inconsistencies, particularly regarding the lack of transparency in the allocation of penalty funds, the potential involvement of third parties in collection that may conflict with Sharia ethics, and the possibility of usury if penalties are categorized as income. In addition, no specific mechanism was identified to provide relief to debtors experiencing difficulties, thereby raising the possibility of injustice. This study recommends stricter Sharia audits, increased operational transparency, strengthening the role of the Sharia Supervisory Board (DPS), and harmonizing collection SOPs with the principles of justice, benefit, and legal certainty in Sharia.

KEYWORDS SPinjam; Late Fees; DSN-MUI Fatwa 106/2016.

INTRODUCTION

The development of information technology in the last decade has brought about a significant transformation in global financial services, including in Indonesia. Digital innovation has given rise to new transaction models and financial instruments that offer greater speed, efficiency, and accessibility than conventional financial services. One innovation that has experienced rapid development is financial technology (fintech), which enables people to obtain financing, payment, and financial management services more easily through digital platforms (Sari & Huda, 2024). Fintech has not only changed the way people transact but also opened up opportunities for financial inclusion, especially for groups that previously had difficulty accessing formal financial services.

The growth of fintech in Indonesia shows a very progressive trend. According to a report by the OJK (2023), the fintech lending sector has recorded a significant increase over the last three years, in line with increasing public demand for digital financing services. This development is also driven by high internet penetration, mobile device usage, and changes in people's behavior, leading them to choose fast, practical financial services. This makes fintech lending one of the strategic sectors in the national financial ecosystem, with great potential to support financial inclusion in Indonesia (Keuangan, 2023).

One of the rapidly growing fintech platforms is SPinjam, a digital financing service that operates within the Shopee application ecosystem. SPinjam offers fast access to financing, a simple verification process, and ease of credit application. These factors have made SPinjam increasingly popular, especially for short-term consumer needs. However, despite the rapid growth of this service, the development of sharia fintech also poses complex challenges, particularly regarding sharia compliance. In the context of sharia, digital financing must meet stricter standards than conventional systems, as every transaction must avoid riba, gharar, and dzulm.

One of the most crucial issues in Sharia financing is the imposition of late fees. In conventional fintech practices, late fees are generally used as an additional source of income for service providers. These fees are imposed to compensate for credit risk and to discipline users. However, from the perspective of fiqh muamalah, any additional payment obligation on debt that benefits the creditor is categorized as riba jahiliyah and is strictly prohibited (Hassan & Rabbani, 2023). This is because the additional payment is not based on a real transaction, but purely due to the passage of time, and is therefore considered a form of exploitation of the debtor.

In response to the development of fintech and the need for adaptive Sharia regulations, the National Sharia Council-Indonesian Ulema Council (DSN-MUI) issued Fatwa No. 106/2016 on Sharia-Based Information Technology Lending and Borrowing Services. This fatwa serves as the primary basis for all Sharia fintech operators in Indonesia. The fatwa stipulates that late fees are permitted only as ta'zir, a punishment intended to discipline able debtors but deliberately delay payment. Furthermore, the fatwa emphasizes three essential principles: (1) penalties are only permitted if they are non-commercial in nature, (2) penalty funds cannot be used as institutional income, and (3) all penalty funds must be allocated to a social fund and cannot be used for institutional operational purposes. This provision also serves as an indicator of Sharia compliance that every Sharia fintech operator must meet.

However, in practice, implementing these provisions is not always easy. Various studies show that many fintech platforms still do not provide adequate transparency regarding the mechanism for managing fines, how they are distributed, and accountability reporting to the DPS and regulators. There are quite a few cases in which fintech companies do not explain whether penalty funds are treated as income or used for commercial activities. This lack of clarity raises the risk of violations of Sharia principles, particularly the prohibition on usury and the requirement to channel penalty funds to social funds.

In addition to the issue of fines, another equally important issue is the collection mechanism. DSN-MUI requires that collection be carried out with noble character (akhlaq al-karimah), without using intimidation, threats, dissemination of personal data, or coercion. However, in the fintech industry in general, various unethical collection practices have been found, including through third parties (debt collectors) who use aggressive methods. Several reports of harsh collection practices in conventional fintech have raised concerns that similar risks could occur in services such as SPinjam if the collection mechanism is not strictly supervised. The lack of clarity in the sharia collection SOP, the involvement of third parties, and excessive communication could open up opportunities for sharia ethical violations.

To date, academic studies on SPinjam from a sharia perspective remain very limited, especially regarding late fees and collection mechanisms. Most studies only focus on general legality, operational mechanisms, or comparisons with other fintech products. However, as a product that claims to operate in accordance with sharia, SPinjam must comply with sharia provisions in their entirety, including ensuring that the penalty and collection mechanisms do not involve riba, gharar, or dzulm.

Based on this description, an in-depth study is needed on how SPinjam implements its collection and late payment penalty mechanisms and the extent to which these practices comply with DSN-MUI Fatwa No. 106/2016. This research not only makes academic contributions but also has practical relevance for improving consumer protection, maintaining public trust in the sharia fintech industry, and encouraging service providers to apply sharia principles more consistently and transparently.

METHODS

The author's research is library-based and qualitative. A qualitative approach is a research procedure that produces descriptive data in the form of speech, writing, and behavior that can be observed from the subject itself (Arief Furchan, 1992, p. 21). This approach was used to examine sharia provisions regarding the mechanism for the collection and imposition of late fees, based on DSN-MUI Fatwa No. 106/2016, the principles of muamalah fiqh, and international sharia standards. Meanwhile, the empirical approach involved examining actual practices in the SPinjam service through policy documents, terms and conditions, and application features (Hanafiah & Hafidzi, 2021).

Data was collected through documentation studies, non-participatory observation of application features, and content analysis of penalty and collection provisions. The data were analyzed normatively to establish ideal sharia standards, then compared with SPinjam's practices through a gap analysis, and interpreted in light of the principles of justice and collection ethics in sharia. The results of the study are presented in narrative descriptions and comparative tables to show the level of compliance of SPinjam's practices with Sharia provisions.

RESULT AND DISCUSSION

The Concept of Penalties in the Perspective of Fiqh

Penalty (*al-gharamah*) in the Indonesian dictionary has two meanings, namely (1) a punishment in the form of a monetary obligation: the judge imposed a sentence of one month's imprisonment or a fine of ten million rupiah, (2) money that must be paid as punishment. (Poerwadarminta, 2006, p. 279).

A fine or gharamah is an additional burden imposed on a particular party for a breach of contract or for a delay in fulfilling obligations. Classical scholars agree that any addition to a debt that benefits the creditor is considered riba jahiliyah because it is not based on a real transaction and arises only from the delay (Masum & Islam, 2021). This basic principle is so strong in Islamic law that it forms the foundation for assessing the validity of fines on debts (Nasution, 2012).

The majority of scholars from the Hanafi, Maliki, Shafi'i, and Hanbali schools of thought prohibit late fees in qardh (debt) contracts. The reasons are:

1. Additional charges are a form of usury
   According to the majority, "kullu qardin jarra naf'an fahuwa riba" (every debt that attracts benefit is riba). Additional fees, in the form of penalties, are considered a benefit to creditors (Ibn Qudamah, 1997).
2. Debt should not be a means of profit
   A qardh contract is based on mutual assistance (tabarru'), not commercial gain.
   Making penalties a source of income is contrary to the maqashid sharia, which aim to maintain justice and eliminate exploitation (Al-Zuhaili, 2010).
3. The application of fines during the Jahiliyyah period
   The model:
   "If you are unable to pay when due, then the amount of debt increases."
   This practice is explicitly prohibited in the Qur'an (QS. Al-Baqarah: 275).

The main condition for fines in contemporary Sharia:

1. It must not result in profit for the creditor. All contemporary scholars agree that penalty funds must be channeled into social activities rather than becoming institutional income. If it becomes income, then its status reverts to riba jahiliyah (Hassan & Rabbani, 2023).
2. Penalties are not part of the commercial contract. Penalties may only arise as a disciplinary instrument, not as part of the price structure or profit margin (Al-Zuhaili, 2010).
3. No penalty shall be imposed on debtors who are genuinely in difficulty (Al-Qurtubi, 1967). Based on the verse: *"If (the debtor) is in difficulty, then grant him relief until he is able."* (QS. Al-Baqarah: 280)
4. The provisions must be explained in the contract Transparency is part of the principle *of al-bayan*(Ascarya, 2015)

Fatwa DSN-MUI No. 106/2016 and international fatwas (AAOIFI) consistently apply this concept. Ushul fiqh considers ta'zir fines permissible. Fines in the context of contemporary fintech are permissible for the following reasons:

1. *Maslahah* (public interest) Digital financial services, without a disciplinary mechanism, have the potential to create moral hazard, namely the tendency of debtors with the ability to pay to delay payment because there are no adverse consequences. This can lead to high default rates and damage the health of the financing system. Therefore, ta'zir fines are considered a necessary instrument to maintain the sustainability and stability of Islamic financial services. Without a disciplinary mechanism, there are many cases of moral hazard in the form of payment delays(Ascarya, 2015).
2. *Sadd al-dzari'ah* (closing loopholes for injustice) Penalties prevent users from deliberately delaying payments and harming lenders, and from violating the principle of fairness in transactions. With ta'zir penalties in place, the risk of injustice can be minimized, as users will be encouraged to fulfill their obligations on time.
3. *No harm and no reciprocating harm* Penalties are only permitted to prevent losses, not to create additional losses.
4. The essence of fines is not profit Since the penalty funds are allocated for social funds, the commercial element is eliminated (Nasional, n.d.).

SPinjam Collection Mechanism

The collection mechanism is one of the most crucial aspects in assessing the Sharia compliance of an information technology-based financing service. The collection mechanism for SPinjam services in the Shopee application proceeds through several stages, arranged systematically and progressively based on the user's level of delay. Initial collection begins at the pre-due date, when the application sends automatic notifications to users from D-3 to D-1 before the payment period ends. These notifications are informative, reminding debtors of the bill amount and the payment deadline. The nature of the collection at this stage is entirely digital and non-intimidating, in accordance with the sharia principle of prudence that emphasizes polite communication (Setya et al., 2025).

On the due date, the system sends reminders again via push notifications, email, or in-app messages. The aim is to ensure that users are aware of their payment obligations on that day. This stage is still within the realm of informative collection without pressure, in line with the principle of akhlaq al-karimah as recommended in muamalah fiqh. If payment has not been made by the due date, the system enters the initial collection stage after the delay (D+1 to D+7). At this stage, the application provides more intensive reminders with a higher notification frequency. Additional information regarding the accumulation of fines is also included. However, the entire process at this stage remains automated and does not involve any officers, so there is no potential for intimidation or psychological pressure (Setya et al., 2025).

For delays of more than 7 days (D+7 to D+30), billing is handled more seriously through a combination of automated notifications and direct contact from Shopee's Customer Service (CS). Communication can take place via telephone, official WhatsApp messages, or email. The aim is to seek clarification on the cause of the delay and provide education on the consequences if payment is not settled immediately. Although this stage involves human interaction, the communication pattern generally remains within acceptable ethical limits. However, the lack of clarity in the standard operating procedures (SOPs) for collection is an important note from a Sharia perspective.

If the arrears continue for more than 30 days, the collection process enters a more intensive stage. Users may receive repeated contact from customer service to encourage them to settle their obligations. At this stage, there is also the potential for third parties to serve as collection partners, although this is not explicitly stated in the SPinjam policy document. The involvement of external parties without clear Sharia ethical guidelines poses a risk of violating the principle of pribadi, serta berpotensi mencederai martabat debitur, sesuatu yang sangat dilarang dalam etika muamalah Islami. Prudence could open the door to the misuse of personal data and could damage the dignity of the debtor, which is strictly prohibited in Islamic muamalah ethics.

If the arrears continue, SPinjam may apply service freezes, such as limiting SPinjam limits, restricting certain transactions in the application, and even reporting users to the OJK's Financial Information Service System (SLIK). In the final stage, if the obligation remains unpaid, the account may enter the recovery stage, a condition in which long-term collection is carried out through internal procedures or collection partners. This stage has the highest Sharia risk because, without explicit Sharia SOPs, further collection may involve psychological pressure or unethical actions.

In the Shopee application, the SPinjam service imposes late fees on users when payments are not made on the specified due date. Based on observations of the app's features, *late fees* are automatically applied from the first day of delay (H+1) and are added to the user's total bill immediately. This penalty mechanism aims to discipline users to pay on time. (Hajriani et al., 2023)

Shopee, as the organizer of SPinjam, does not provide a clear explanation of the penalty calculation formula, whether it is daily, weekly, or flat. This lack of clarity creates an element *of gharar* (uncertainty) in the transaction, because users are not given complete information about the calculation of additional charges that will be imposed. DSN-MUI, through Fatwa No. 106/2016, stipulates that penalties in sharia financing may only be applied as a form *of ta'zir*, which is a moral punishment for debtors who are able but deliberately delay payment, and that these penalties may not be part of the organizer's profits but must be charitable funds.

However, based on a study of SPinjam's application policies and public documents, no information was found explaining that penalty funds are separated from the institution's income or channeled to social funds. This indicates a potential deviation from sharia principles, as in muamalah fiqh, additional payment obligations on debts that benefit creditors are categorized as *riba jahiliyah* (Saeed, 2013). Suppose the penalty funds are considered as income for Shopee or its organizing partners. In that case, their status changes to an addition to the principal debt, which is explicitly prohibited in Sharia (Hajriani et al., 2023).

Furthermore, Shariah emphasizes that penalties should only be imposed on debtors who are capable but deliberately delay their obligations (*al-mumathil*). In SPinjam's practice, penalties are automatically imposed on all users who are late, without any financial verification.

The absence of a mechanism to identify users who are genuinely unable to pay and those who deliberately delay payment is problematic, as it contradicts the central values of fiqh, which commands leniency towards debtors who are experiencing difficulties (QS. Al-Baqarah: 280).

The imposition of automatic fines can also constitute an element *of injustice* if the burden of penalties continues to increase and causes disproportionate difficulties for debtors. This leads to a violation of the principle of *la dharar wa la dirar*, which is the prohibition of causing or receiving harm. The absence of restructuring, extension, or relief features reinforces the finding that SPinjam's late fee mechanism does not meet the consumer protection standards mandated by Sharia.

The Dominance of Usury, Uncertainty, and Oppression in SPinjam

An analysis of Sharia compliance with SPinjam's collection and penalty mechanisms shows that three key elements prohibited in muamalah fiqh regarding riba, gharar, and dzulm are significantly present in the operational practices of this service. These three elements do not exist separately, but are interrelated and reinforce each other, resulting in this financing system having a high level of Sharia risk. The following analysis outlines the dominance of each element and its impact on SPinjam's sharia compliance.

1. The Dominance of Usury in SPinjam

Usury is the most fundamental prohibition in Islamic financial transactions. In SPinjam, usury arises from the transaction structure that generates additional charges on the principal debt. This analysis shows three dominant forms of usury, namely riba nasi'ah, riba jahiliyah, and usury in the form of benefits (manfa'ah).

a. Riba Nasi'ah through Late Fees

The penalties imposed by SPinjam from the first day of delay constitute an additional financial obligation arising solely from the delayed payment. This includes riba nasi'ah, an additional charge imposed due to the passage of time. In fiqh literature, riba nasi'ah is considered the most severely prohibited form of riba because it is associated with exploitation in creditor-debtor relationships, as was the practice during the jahiliyyah period.

Spinjam multiplies the penalty by the number of days of delay, without considering the debtor's financial condition. This pattern reflects the structure of riba nasi'ah:

“If you delay payment, the amount of debt increases.”

Thus, the additional amount fulfills the characteristics of riba in substance even though it is claimed to be an “administrative penalty.”

b. Jahiliyah Riba due to Additional Amounts on the Principal Debt

The additional penalties imposed by SPinjam increase the amount of debt beyond the principal value. In classical fiqh, this is the most strictly prohibited form of riba jahiliyah. DSN-MUI Fatwa No. 106/2016 only allows fines as ta‘zīr, but SPinjam does not show a debtor selection mechanism, so penalties are applied generally and automatically. Because these fines add to the principal payment, they are considered riba jahiliyah.

c. Riba Manfa‘ah due to Additional Profits

One of the conditions for fines to be permitted under Sharia is That Fine funds cannot become institutional income. Fine funds must be channeled to social funds (Zulkipli, 2019).

SPinjam lacks transparency regarding the allocation of penalty funds. There is no evidence of fund separation or public reporting on the use of these funds. Without openness, penalties may be classified as operating income, constituting usury, and additional benefits from debt that scholars prohibit. Thus, the element of usury not only appears but dominates the structure of SPinjam penalties.

2. The Dominance of Gharar Elements in SPinjam

Gharar is uncertainty (Khasanudin & Santoso, 2022), speculation, or ambiguity that is detrimental to one of the parties in an agreement. In SPinjam, gharar elements are evident across several aspects of key information on financing agreements (Santoso et al., 2024).

a. Uncertainty in the Penalty Calculation Formula

The SPinjam application does not explain the basis for calculating penalties, daily rates, or percentages; the maximum penalty limits; or whether penalties are progressive or flat.

Users only see the nominal penalty amount after it appears, without understanding how it is determined. This ambiguity includes gharar fahisy, a severe form of gharar that can invalidate the contract. Sharia principles demand total transparency regarding the value of obligations to prevent significant jahalah (ignorance) (Haridan et al., 2020).

b. Unclear SOP for Follow-up Collection

Spinjam does not disclose its operational standards for collection, such as who conducts the collection, whether third parties are involved, the ethical boundaries of collection, the frequency and timing of collection, and the treatment of debtor personal data. The absence of a transparent SOP leaves users in a state of uncertainty. In sharia, this kind of uncertainty is considered gharar because it can cause unnecessary losses and fear.

c. Unclear Allocation of Penalty Funds

Sharia financing contracts must explain the purpose of additional funds to avoid misuse. Spinjam does not clarify whether penalty funds are allocated for social purposes, become income, or are stored in a special account.

This ambiguity opens the door to gharar because the debtor does not know how the funds he pays are used. Thus, the element of gharar in SPinjam is not only technical but also structural, affecting the contract's overall transparency.

3. The Dominance of Unfairness in SPinjam

Unfairness is an injustice that causes harm to one party. In SPinjam, unfairness is found in the imposition of penalties, the collection of debts, and the treatment of debtors in difficulty.

a. Penalties Imposed on All Debtors Regardless of Ability

Sharia strictly prohibits lenders from pressuring debtors who are experiencing difficulties, as stated in QS. Al-Baqarah: 280. However, SPinjam does not provide a penalty exemption mechanism, payment deferrals, debt restructuring, relief facilities for victims of disasters, or unemployment.

When penalties are imposed on debtors in difficulty, this constitutes oppression, as it burdens them beyond their means.

b. Disproportionate Accumulation of Penalties

Penalties that increase daily can burden debtors with amounts far greater than the principal debt. In some cases, the total liability can exceed twice the amount. This kind of accumulation contradicts the principle of la dharar wa la dirar, which prohibits harmful actions.

c. Potential Psychological Pressure in Debt Collection

The lack of clarity in debt collection SOPs opens the door to aggressive debt collection, verbal threats, psychological pressure, privacy violations, or intimidation.

Although there is no direct evidence that SPinjam engages in these practices, the potential for them is high because the collection mechanism is not transparently regulated (Musjtari et al., 2022).

d. Lack of Protection for Vulnerable Groups

In sharia, those who are in vulnerable conditions must be prioritized for relief. However, SPinjam does not offer the following features: formal relief requests, penalty waivers, debt restructuring programs, or protection for users who have suffered misfortune.

This shows the dominance of unjust elements in the service structure.

Sharia Compliance Analysis of the Collection and Late Fee Mechanism on SPinjam Reviewed from DSN-MUI Fatwa No. 106/2016

Table 1. Gap Analysis

Aspect	Fatwa Provisions /Sharia Principles	SPinjam Practices (Findings)	Risk
Allocation of fines	Must go to social funds; not income	No statement of separation/ allocation	Potential usury
Debtor verification	Penalties only for debtors who can pay	Automatic fines for all delays	potential injustice
Transparency	Clarity regarding formulas and reporting	Unclear formula/distribution	gharar

Source: Research findings

The billing mechanism and late fees are crucial aspects in assessing *the Sharia compliance* of a digital financing service. In the context of SPinjam, a financing feature within the Shopee ecosystem, these two aspects are crucial given the service's debt-based nature, which means that all additional fees and the entire billing process must comply with Sharia principles. Fatwa DSN-MUI No. 106/2016 is the primary reference for assessing this compliance, especially since sharia fintech presents more complex sharia risks than conventional financial products (Nasional, n.d.). SPinjam's collection mechanism begins with an automatic reminder (*push notification*) a few days before the due date. These notifications are informative and do not contain any elements of pressure, so they can be considered in accordance with the principle of akhlaq al-karimah in sharia, which is to give warnings in a gentle manner and not to demean the debtor. After the due date, the application continues to send automatic reminders. At this stage, collection is still carried out through the system without direct interaction, a method that is relatively safe from potential Sharia violations. This initial collection process aligns with DSN-MUI provisions that emphasize the importance of ethics and gentleness in collection.

However, when payment delays persist for an extended period, SPinjam's collection mechanism may pose sharia compliance issues. There is no clear public information regarding the standard operating procedures (SOP) for further collection, including whether collection is handled internally by Customer Service or transferred to third parties, such as debt collectors. This ambiguity creates an element of gharar, as users do not know how the follow-up collection process will be carried *out*(*Otoritas Jasa Keuangan (OJK). (2022). POJK No. 10/POJK.05/2022 Dan SEOJK No. 19/SEOJK.05/2021.*, n.d.)

In some cases involving conventional fintech, aggressive and intimidating collection practices, and the dissemination of personal data, violations of Sharia ethics in SPinjam are likely without clear SOPs. The DSN-MUI fatwa explicitly prohibits collection that involves intimidation, psychological pressure, or disclosure of personal secrets, so that the ambiguity of the follow-up collection mechanism becomes one of the main weaknesses from a sharia perspective.

On the other hand, the imposition of late fees is the most sensitive aspect in the analysis of SPinjam's sharia compliance. Based on observations of the application, fines are automatically imposed from the first day of delay (D+1) and continue to accrue until payment is made. Although this is common practice in fintech, this mechanism is not entirely acceptable under Sharia unless certain conditions are met. In muamalah fiqh, any addition to a debt that provides economic benefits to the creditor is categorized as riba jahiliyah, because it is exploitative and has no basis in real transactions (Antonio, 2001). Therefore, the DSN-MUI in Fatwa No. 106/2016 allows penalties only as a form of ta'zir, which is a moral sanction to discipline able debtors but deliberately delay payment. Penalties cannot be commercial in nature, and the funds collected must be channeled to *a social fund* (Ibrahim & Salam, 2021).

The main issue identified in this study is SPinjam's lack of transparency regarding how penalty funds are managed. There is no explanation in the application or public policy regarding whether penalty funds are separated from company income, where those funds are allocated, or whether there are any Sharia reports or audits related to their use. This lack of clarity raises the strong possibility that penalty funds are treated as income, which would make them usurious because they provide financial benefits to the financing provider. In addition, there is no verification mechanism to ensure that penalties are imposed only on debtors who can pay (Karim, n.d., p. 45). (Karim, n.d., p. 45). In SPinjam's practice, fines are automatically imposed on all users who are late, including those who are genuinely experiencing economic difficulties. This contradicts the sharia principle requiring lenders to show leniency to debtors in difficulty, as commanded in QS. Al-Baqarah: 280.

In addition to the issue of fund allocation, the automatic and continuously increasing penalty mechanism can impose a significant additional burden on users. In many cases, accumulated penalties cause the total user liability to exceed the principal debt, thereby substantially resembling the prohibited practice of usury. This condition can also cause injustice, especially if the penalties burden debtors who are unable to pay and are not given the option to restructure or reschedule (Hussain & Khalil, 2019).

Thus, based on an analysis of fiqh principles and the provisions of DSN-MUI Fatwa No. 106/2016, it can be concluded that the initial collection mechanism of SPinjam is, in principle, in accordance with sharia. Still, the subsequent collection mechanism and the imposition of late fees do not yet fully comply with Sharia principles. The absence of sharia collection SOPs, the lack of transparency in the allocation of penalty funds, and the automatic application of penalties without verification of the debtor's condition are compliance gaps that require serious attention. If not corrected, these practices may contain elements of usury, gharar, and dzulm, which are prohibited in sharia (Abozaid, 2021). This emphasizes the importance of strengthening the Sharia Supervisory Board's (DPS) supervision, developing sharia-based collection SOPs, separating penalty funds into social accounts, and increasing transparency for users. With these improvements, SPinjam can reduce the risk of sharia non-compliance and increase public trust in digital financing services that are genuinely in accordance with sharia principles.

CONCLUSION

The collection mechanism and imposition of late fees on SPinjam services do not yet fully comply with Sharia provisions as stipulated in DSN-MUI Fatwa No. 106/2016. Collection in the early stages, carried out through automatic notifications before and after the due date, is generally in accordance with Sharia collection ethics because it is informative, non-coercive, and does not involve intimidation. However, the lack of clarity in the standard operating procedures (SOP) for follow-up collection, including the potential involvement of third parties, poses the risk of practices contrary to the principles of akhlaq al-karimah and may introduce elements of dzulm.

Regarding late fees, the study identifies several fundamental problems. First, fines are imposed automatically without verification of whether the debtor is capable but deliberately delays payment (*al-mumathil*), which contradicts the DSN-MUI Fatwa stipulation that fines may only be imposed as ta'zir on specific debtors. Second, there is no transparency regarding the management and allocation of fine funds. The lack of information on the separation of penalty funds from company income and the absence of reports on their distribution to social funds raise the potential for violations of sharia provisions, especially the prohibition on using penalties as commercial profits. This can lead to elements of riba jahiliyah, as emphasized in classical and contemporary fiqh literature. Third, the unexplained penalty calculation formula leads to gharar in transactions, thereby reducing certainty for users and contradicting the principle of transparency in sharia contracts.

Overall, the research findings indicate that SPinjam needs to make structural and operational adjustments to improve its sharia compliance. This includes developing and publishing sharia-based collection SOPs, providing relief mechanisms for debtors experiencing difficulties, separating penalty funds into social fund accounts, and more transparent sharia reporting and auditing. Strengthening the role of the Sharia Supervisory Board (DPS) is also key to ensuring consistent implementation of Sharia principles.

By making these improvements, SPinjam can not only increase its compliance with DSN-MUI Fatwa No. 106/2016 but also strengthen the sharia fintech industry in Indonesia, increase public trust, and ensure consumer protection in line with the principles of justice, benefit, and ethics in sharia.

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