



***Fintech* And Financial Innovation: Online Transportation Services In The Perspective Of Shari'ah Economic Law**

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Abstract: Fintech are constantly undergoing updates along with the times, one of which is the Online Transportation business, which is an internet application-based public transportation service that can be used instantly via a smartphone application. The novelty of the mechanism and the convenience offered in this service of course also give rise to various new problems that may occur in the engagement. Therefore, the following problem formulation is presented: 1. How is the online transportation service engagement at PT Ujung Drajad, and 2. What is the Sharia Economic Law analysis of this engagement. This research aims to find out as clear an answer as possible regarding the formulation of the problem under study. The research method used is field research. Data processing was carried out using qualitative methods with an inductive thinking approach. From the findings of this research, there are inconsistencies between the Agreement and its implementation. There is different treatment from the company (PT Ujung Drajad) towards Titip Bendera drivers between those with family status and those without. For those who are family, they are charged 7% of their weekly income, while for drivers who are not family, they are charged 10%. There is a reduction in car rental prices for drivers who have a lot of rental arrears, namely from 200,000 per day to 150,000 per day. Based on the analysis of Islamic law, on the one hand, the agreement has fulfilled the pillars, conditions and principles of the agreement. On the other hand, there are those who violate the principles of justice and the principles of equity and equality in the principles of Islamic relations. However, in general, this agreement is legally permissible. According to its form, this agreement is an ordinary agreement (contract) in the form of cooperation (syirkah) and lease (ijarah).

Keywords: *Partnership; Online Transportation; Islamic Law;*

Abstrak: Fintech terus mengalami pembaruan seiring dengan perkembangan zaman, salah satunya adalah bisnis Transportasi Online yang merupakan layanan transportasi umum berbasis aplikasi internet yang dapat digunakan secara instan melalui aplikasi smartphone. Kebaruan mekanisme dan kemudahan yang ditawarkan dalam layanan ini tentu saja juga memunculkan berbagai permasalahan baru yang mungkin terjadi dalam perikatan. Oleh karena itu, berikut ini disajikan rumusan masalah sebagai berikut: 1. Bagaimana perikatan jasa transportasi online di PT Ujung Drajad, dan 2. Bagaimana analisis Hukum Ekonomi Syariah terhadap perikatan jasa transportasi online di PT Ujung Drajad. Bagaimana analisis Hukum Ekonomi Syariah terhadap perikatan tersebut. Penelitian ini bertujuan untuk mengetahui jawaban yang sejas-jelasnya mengenai rumusan masalah yang diteliti. Metode penelitian yang digunakan adalah penelitian lapangan (*field research*). Pengolahan data dilakukan dengan menggunakan metode kualitatif dengan pendekatan berfikir induktif. Dari hasil temuan penelitian

ini, terdapat ketidaksesuaian antara Perjanjian dengan pelaksanaannya. Terdapat perlakuan yang berbeda dari pihak perusahaan (PT. Ujung Drajat) terhadap pengemudi Titip Bendera antara yang berstatus keluarga dengan yang bukan keluarga. Untuk yang sudah berkeluarga dikenakan biaya 7% dari penghasilan mingguan, sedangkan untuk pengemudi yang belum berkeluarga dikenakan biaya 10%. Terdapat pengurangan harga sewa mobil bagi sopir yang memiliki banyak tunggakan sewa, yaitu dari 200.000 per hari menjadi 150.000 per hari. Berdasarkan analisis hukum Islam, di satu sisi perjanjian tersebut telah memenuhi rukun, syarat dan asas-asas perjanjian. Namun di sisi lain, ada yang melanggar asas keadilan dan asas pemerataan dan kesetaraan dalam prinsip-prinsip muamalah Islam. Namun, secara umum, perjanjian ini dibolehkan secara hukum. Menurut bentuknya, perjanjian ini merupakan perjanjian (akad) biasa yang berbentuk kerja sama (syirkah) dan sewa menyewa (ijaroh).

Kata Kunci: Kemitraan; Transportasi Online; Hukum Islam;

■ Introduction

According to Arnold M. Rose as quoted by Soerjono Soekanto, there are 3 theories that are factors in social change. One of them is the progressive accumulation of discoveries in the field of technology.¹ This is proven by the reality that is developing in society by engaging in partnerships or partnerships in terms of online business. Saifuddin Zuhri in his journal conveys the meaning of online which is translated in Indonesian as in a network, which is then translated in a complex way as a situation that connects a person to a wider network or system.²

Transportation means a tool that can move goods or people from one place to another.³ Online transportation is completely defined as an activity by a party in the

transportation sector that utilizes an information technology-based application.⁴

Online transportation is often known as a ridesharing application which first appeared in 2014, starting with the emergence of the Uber application.⁵ PT Ujung Drajat is one of the partners of the Online Transportation Services Company PT Uber Indonesia, which provides the Uber application. As a work partner, the services provided by PT Ujung Drajat are as a provider of transportation (cars) and driver registration into the Uber application. PT. Ujung Drajat is located on Jalan Walang Baru 5 No.10 RT 001/07, Koja District, Tugu Utara Village, North Jakarta. PT Ujung Drajat in its working mechanism provides transportation (cars) to be used by drivers (who are already registered) to then look for passengers using the Uber application. The Uber

¹ Soekanto, S. (2004). Pokok - Pokok Sosiologi Hukum. Rajawali Pers. h.108.

² Zuhri, S. (2021). Pengaruh Intensitas Mengakses Online Shop Di Media Sosial Dan Intensitas Menggunakan Pelayanan Transportasi Online Go-Jek Terhadap Perilaku Konsumtif Masyarakat Di Kota Surakarta. *Jurnal Pendidikan Sosiologi dan Antropologi*, 5(1), 36–52.

³ Amir, M., & Rahman, A. (2020). Analisis Dampak Transportasi Online Terhadap Transportasi Konvensional (Bentor) Di Kota Makassar. *Mirai Management*, 5(1), 2597–4084. <https://journal.stieamkop.ac.id/index.php/miraipg.313>

⁴ Santoso, N. A., Hasbullah, A., & Muwahid. (2020). Legalitas Jasa Transportasi Online dalam Perspektif Pengaturan Lalu Lintas dan Angkutan Jalan. *Mimbar Yustitia*, 4(1), 14–26.

⁵ Syah, I., & Mboka, I. (2020). Rasionalitas Tindakan Yang Mempengaruhi Masyarakat Kota Kupang Dalam Memilih Transportasi Online. *JAMBURA ECONOMIC EDUCATION JOURNAL*, 2(1), 34–44.

application is an online-based service that connects passengers with drivers online, at predetermined rates. During the trip, petrol is borne by the driver. However, PT Ujung Drajat has determined how much profit the driver must give to the company, namely 5% to 10% of the amount of income, and by requiring the driver to pay a deposit of IDR 200,000 (Two Hundred Thousand Rupiah) per day, for transportation costs.⁶ Thus, in the mechanism of engagement between PT. Ujung Drajat with the driver, profit sharing is set at a fixed nominal, and is differentiated for each driver. Is this permissible or not according to Islamic law, because it is not known how much profit the company makes and how much profit the driver makes. Is the amount of profit taken by the company with different amounts from each driver in accordance with the agreement at the start of work? Apart from that, according to Islamic law, the responsibilities or burdens of both parties are in accordance with the rights obtained or not in terms of profit sharing. In this regard, several studies relevant to this research have been carried out, such as:

1. Online Transportation Partnership System from an Islamic Law Perspective researched by Rafika Sari and Nila Sastrawati.⁷ This research discusses the types of online transportation partnerships based on Law No. 20 of 2008 and the

wages received by drivers based on Islamic law. The research results show that this is included in a franchise partnership, and cutting driver wages for company profits is not fully in accordance with the musyarakah concept.

2. Cancellation of the Use of Go-Ride Services in Panglegur Village, Tlanakan District, Pamekasan Regency. Compilation Perspective of Sharia Economic Law Article 20 Paragraph 9 researched by Khoirul Umam.⁸ This research discusses the mechanism for using go-ride services and KHES's review regarding the practice of unilateral cancellation by consumers on this application. The results of the study show that the service mechanism is included in the *ijarah* contract, meanwhile this unilateral cancellation practice is not in accordance with KHES.
3. Policy for Determining Online Motorbike Taxi Tariffs From the View of Maqashid Syariah as researched by Rokhmat Subagiyo and Ahmad Budiman.⁹ This research discusses the policy for determining online transportation tariffs based on Minister of Transportation Regulation No. 12 of 2019. The results of the research show that the Maqashid Syari'ah intertwined in this policy has been realized.

Based on the description above, the researcher is interested in further

⁶ Nova Susanti, wawancara dengan admin, PT Ujung Drajat, Jakarta, 10 Februari 2017.

⁷ Sari, R., & Sastrawati, N. (2021). Sistem Kemitraan Perusahaan Transportasi Online Grab Dalam Perspektif Hukum Islam Rafika Sari, Nila Sastrawati. *Jurnal Ilmiah Mahasiswa Jurusan Hukum Ekonomi Syariah*, 2(4), 184–197.

⁸ Umam, K. (2022). Pembatalan Penggunaan Jasa Go-Ride Di Desa Panglegur Kecamatan Tlanakan Kabupaten Pamekasan Perspektif Kompilasi Hukum Ekonomi Syari'ah Pasal 20 Ayat. IAIN Madura.

⁹ Subagiyo, R., & Budiman, A. (2021). Kebijakan Penetapan Tarif Ojek Online Dalam Pandangan Maqashid Syariah. *Muslimpreneur*, 1(1), 55–73.

researching the issue of how online transportation service agreements are between drivers and transportation equipment provider companies and how to analyze Islamic law regarding online transportation service agreements between drivers and transportation equipment provider companies. Even though this research also discusses the Sharia perspective, of course the formulation of the problem that will be studied by the author certainly has fundamental differences from other studies that have also been researched.

This research uses a type of field research, with an empirical approach, which looks directly at the research object, namely PT Ujung Drajad, North Jakarta, which is located on Jalan Walang Baru 5 No 10 RT 001 RW 7, Tugu Utara Village, North Jakarta. The choice of location was motivated by the author's area of origin and also the existence of a network that facilitates communication with companies. The data is processed using inductive thinking, namely starting with data collection first and then drawing conclusions from general conditions to specific conditions.

▪ Discussion

1. Online Transportation Service Engagement Between Drivers and Online Transportation Service Providers

PT Ujung Drajat developed its business as an online transportation service provider by registering itself as one of the Company's Partners at PT UBER Indonesia. PT UBER Indonesia is one of the application provider companies in Indonesia, in this case the application they have is the UBER application. The UBER application is an application that can connect

passengers with drivers who have registered with the company. This partnership is in accordance with the provisions contained in the Regulation of the Minister of Transportation of the Republic of Indonesia in Chapter IV Implementation of Public Transport with Information Technology-Based Applications, which was discussed in the previous chapter. The elements involved in Online Transportation Services include:

- a. Have a form of business ownership; The form of business ownership of PT Ujung Drajat is a Limited Liability Company. Legally, the existence of PT Ujung Drajat is in accordance with the requirements as a Limited Liability Company, which is proven by Notarial Deed Number 135 dated January 29 2004 before notary Ingrid Lannywaty, SH whose office is on Jalan Boulevard Raya Blok FW 1 No.12, Kelapa Gading Permai, Jakarta North.
- b. Human Element; In this case, the human element in question is the organizational structure/management of the company. The management of PT Ujung Drajat includes Admin, Field Manager, Account Manager, Finance and Server, and Driver. Furthermore, consumers in this online transportation service business are referred to as passengers.

In running the Online Transportation Services business, PT Ujung Drajat engages with prospective drivers who want to collaborate in running the business. Based on research conducted by researchers, the Engagement begins by first opening Driver recruitment vacancies. Driver recruitment is carried out at the PT Ujung Drajat office, by carrying out an

interview system and checking requirements such as: SKCK (original/legalized), SIM (Driving License), KTP (Resident Identification Card), Diploma and Family Card. This is in accordance with the Recruitment Procedure that has been created by PT Ujung Drajat, namely: Prospective new drivers are required to come to the Company office, to choose the form of agreement agreed by both parties. The engagement between the Driver and PT Ujung Drajat is carried out through two (2) forms of agreement, namely:

a. Flagship Cooperation Agreement; Drivers (drivers) in carrying out their work, bring their own transportation (car) as a work tool. As a distribution of results/profits, PT Ujung Drajat gets a profit of 10% obtained from the driver's income. This is stated in one of the articles in the car entrustment agreement, which reads: "The second party is willing to deduct 10% of the driver's total income every week or according to the transfer the driver gets from Uber." PT Ujung Drajad has the status of the first party, while the second party in question is the driver. However, in practice, drivers who have the status of being relatives of the company owner are only subject to an income cut of 7%. Of course, PT PT Ujung Drajad has the status of the first party, while the second party in question is the driver. However, in practice, drivers who have the status of being relatives of the company owner are only subject to an income cut of 7%. Based on the results of interviews conducted with the company admin, who is also the wife of the

company owner, this is a form of concession aimed at helping fellow family members, so it is not used in accordance with the full cooperation agreement.

b. Driver cooperation agreement; Drivers (Drivers) do not have their own vehicle (car), in carrying out their work they are provided with facilities in the form of a company car. Facilities in the form of cars from the company are subject to a rental system. As a distribution of results/profits, PT Ujung Drajat gets a profit of 5% obtained from the driver's income. This is stated in one of the articles in the car entrustment agreement, which reads: "A 5% discount on UBER's total gross income for 1 (one) week." Apart from that, as a car rental, the driver must pay a rental fee of 200,000 every day, after using the car. From the results of interviews conducted by researchers with company admins, it is not uncommon for drivers to be in arrears on their car payments. Payment should be made every day after attracting passengers. For cases like this, the company only gives the driver a warning sanction and provides leeway to pay in installments the next day. Apart from that, companies often provide dispensation to cut vehicle rates, which should be 200,000 per day, but then reduce them to 150,000. Such provisions were not in the agreement at the start of employment. There is a change in the implementation of the agreement, which is caused by the negligence of one of the parties, namely the driver. However, changes

to the implementation of the agreement have been agreed upon by both parties to the agreement. Based on the researcher's analysis, the discrepancies that resulted in changes in the implementation of the engagement were caused by several factors, including:

- 1) Income situation factors,
- 2) The pity factor because his brother is driving,
- 3) The factor is reduced by the rental arrears due to the company's pity for the driver.

2. Islamic Law Regarding Online Transportation Service Engagements at PT Ujung Drajat

Islamic Engagement Law is part of Islamic Law in the field of muamalah which regulates human behavior in carrying out economic relations.¹⁰ Islamic Contract Law as part of Islamic Law in the field of muamalah, allows for modification as long as it does not conflict or violate the prohibitions specified in the Qur'an and Sunnah of the Prophet Muhammad SAW.¹¹ As stated in (QS Al-Maidah [5]:1) which has been interpreted as follows:

"O you who believe, fulfill those vows. Permissible for you are livestock, except those that will be recited to you. (that is) by not allowing hunting while you are performing Hajj. Indeed, God establishes laws according to what He wants."

This means that in carrying out a form of engagement in order to process a business transaction, it can be carried out with new innovations that are in line with current developments. Meanwhile,

in language, contract means binding, strengthening, guarantee, or agreement.¹²

One theory about Islamic ties is as presented by Abdurraoef. Abdurraoef stated that there was an alliance (*al-'aqdu*) through three stages, namely *Al'Abdu* (agreement), agreement, and alliance (*'akdu*). So what binds each party after the implementation of the agreement is no longer an agreement or that *'abdu*, but *'akdu*. From this definition, it can be understood that the beginning of an agreement begins with an agreement.¹³ Apart from that, contracts in the sharia context have several differences in principle from conventional agreements, including being immutable and transparent.¹⁴

Online Transportation Services Engagement is a form of renewal of the engagement model carried out in this modern era. The law of online transportation service agreements is permissible (permissible). This is in accordance with the principle of muamalah which states that, basically, all forms of muamalah are permissible unless there are arguments that prohibit it. This means that Islamic law provides broad opportunities for the development of new forms and types of muamalah

¹² Ulul, M., & Musaffa, A. (2020). Proses Terjadinya Akad dalam Transaksi. *An Nawa: Jurnal Studi Islam*, 2(2), 99–117.

¹³ Fauzi, Moh. (2011). Perikatan dan Perjanjian dalam Hukum Islam. *Jurnal At-Taqaddum*, 3(1), 31–46.

¹⁴ Cahyo Figur Satrio, W., & Paramita Prabandari Magister Kenotariatan, A. (2012). Prinsip Timbulnya Perikatan dalam Perjanjian Jual Beli Berbasis Syari'ah. *NOTARIUS*, 13(1), 294–311.

¹⁰ Dewi, G. (2005). *Hukum Perikatan Islam di Indonesia*. Kencana.h.3.

¹¹ Ningsih, P. K. (2021). *Fiqh Muamalah*. Raja Grafindo Persada. , h.15

in accordance with the development of people's living needs.¹⁵

The company opens a job vacancy which has the legal effect of meeting the prospective driver (who wants to register with the company) with the company. Then an agreement was entered into between the two parties. An agreement that PT Ujung Drajat has made to prospective drivers. Agreement is obtained from both parties, namely the first party who offers the form of agreement, and the second party who chooses one of the two forms of agreement. So that the agreement leads to an agreement between the two parties.

The conditions and pillars that must be fulfilled in the engagement include:¹⁶

- a. Subject of the Alliance (*Al- 'Aqidain*)
From the results of research conducted by researchers, the subject of this engagement is PT Ujung Drajat (in the form of a legal entity) and the driver.
- b. Object of the Alliance (*Mahallul 'Aqd*)
The object of the engagement in this case is transportation and online transportation service applications from the first party, and driving services from the second party. Where through this engagement these two objects can be valued and handed over in the form of transportation rates that are integrated online.
- c. Purpose of the Alliance (*Maudhu'ul 'Aqd*)
The aim of this engagement is to carry

out cooperation in the form of online transportation services, in order to gain economic benefits for both parties.

d. Ijab and Kabul (*Sighat al-'aqd*)

Ijab is a statement of promise or offer from the first party to do or not do something. Kabul is a statement of acceptance from a second party for an offer made by the first party. In this case consent and acceptance are shown by signing the agreement document. That is, when a party offers one of two existing forms of agreement, then the second party chooses one of them. An agreement occurs between both parties. *Sighat al-'aqd* what happens here is done verbally and in writing.

Sharia Economic Law Analysis of the engagement between the Driver and PT Ujung Drajat through two (2) forms of agreement, namely:

- a. Flagship Cooperation Agreement Drivers (drivers) in carrying out their work, bring their own transportation (car) as a work tool. In this agreement there is a division of profits, namely 10% for the company and the rest for the driver, with the rights and obligations stated in the work agreement. According to Islamic legal analysis, this agreement is included in the form of cooperation (*Syirkah*). Profit taking carried out in the Online Transportation Services business between drivers and PT Ujung Drajat is in accordance with the *syirkah* requirements discussed in the previous chapter. Among them is that profits are taken from the union's assets, which are realized in passenger fares obtained each week. Judging from its form, it is included in the *syirkah* contract,

¹⁵ Jalil, A. (2020). Hukum Perjanjian Islam (Kajian Teori Dan Implementasinya Di Indonesia). Cendekia: Jurnal Studi Keislaman, 6(2).

¹⁶ Much. Nasih Amin, Hukum Perikatan <https://www.masnasih.com/2018/11/hukum-perikatan-> [diakses pada 20/06/2024]

namely: an alliance between two or more people that arises from an agreement. In this case, the company is the accompanying name and application, while the driver is the accompanying asset in the form of transportation (car) and energy (driving services). Therefore, the engagement with this agreement is included in the *syirkah* of the contract which does not yet have a name. Because, there is no written explanation in classical *fiqh* books or contemporary *fiqh* regarding the types of *syirkah* in this engagement. The percentage of profit sharing is determined at the beginning of the agreement, namely through signing the agreement document. However, on the other hand, there is specialization for drivers who have the status of a sister company with a different profit cut percentage, namely reduced from 10% to 7%, of course this violates the terms of *syirkah*, namely that there are no provisions at the beginning of the agreement. Based on the research results, through interviews with the company admin who is also the wife of the company owner, this aims to help your welfare. However, it is feared that this unwritten provision will lead to discrimination against other drivers. This kind of situation violates the sense of fairness between drivers with the same agreement. Because there are differences in the distribution of profits even though they are charged with the same obligations. This is not permissible according to Islamic law, because it violates the values of justice contained in the principle of *muamalah*. Likewise,

it is stated in the principles of Equality and Equality in the Principles of Islamic Engagement. Every human being has the same opportunity to carry out an engagement. In carrying out this agreement, the parties determine their respective rights and obligations based on the principles of equality and equity. There must be no injustice committed in the engagement. This means that it is not permissible to carry out an agreement that contains or approaches an element of discrimination between the two contracting parties.

b. Driver Employment

Agreement Drivers do not have their own transportation (car), in carrying out their work they are provided with facilities in the form of a company car. This agreement falls into two forms of engagement, namely cooperation (*syirkah*) and lease (*ijarah*). The division of labor and profits applies *syirkah* law. In this case, the company is a capital asset in the form of applications and transportation (cars). Meanwhile, the driver is the capital driver/driving service. Then, as a profit sharing, the driver shares the results 5% per week, according to what is stated in the agreement. Therefore, this agreement is included in the form of *syirkah* contract, which is included in *syirkah mudharabah*. Meanwhile, facilities in the form of cars from companies are also subject to a rental system. In Islamic Law, renting is referred to as *al-ijarah*. *Al-Ijarah* comes from the word *al-ajru*, which in the language means *al-iwadh*, the meaning in Indonesian is compensation and wages. According

to MA. Tihami, al-Ijarah (lease) is a contract (agreement) relating to certain benefits (taking advantage of something), so that something is legal to take advantage of, by providing a certain payment (rent). Payment of wages or rent is regulated as follows. If the ijarah is a job, then the obligation to pay wages is at the end of the job. According to Imam Syafi'i and Ahmad, in fact he has the right to the contract itself, if the mu'jir (the person who rents out) hands over the rented object to the musta'jir, he has the right to receive payment, because the lessee (musta'jir) has received the benefit. . Looking at these provisions, rent arrears are actually something that must be avoided, because the obligation to pay rent must be made immediately after the goods have been used. This is because it is a right for mu'jir, and an obligation for musta'jir.

Apart from that, the reduction in rental prices carried out by the company owner for drivers who had a lot of rent in arrears, this violated the provisions of al-Ijarah. As stated by Khumedi Ja'far, in his book, Remuneration as payment (rent), in this case requires:

- 1) Know the amount of payment (rent).
- 2) The value does not decrease.
- 3) Can bring clear benefits.

The reduction in the rental price from 200,000 rupiah to 150,000 rupiah is considered a reduction in the value of the rental. Because discussions like this were not carried out at the beginning of the agreement. Apart from that, it also mentions shighat (consent), in this case it is required:

- 1) A contract (agreement) must be made before the rented item is used or utilized.
- 2) The consent agreement is not related to other matters, namely between the tenant and the lessor.
- 3) The consent period must be determined by the rental period, whether a week or a month or a year, and so on.

However, changes in the implementation of the agreement are made due to certain reasons, so that such a situation is allowed (Can). One of the principles of muamalah states that there is freedom in determining attitudes. The principle in muamalah is that every Muslim is free to do whatever he wants as long as it is not forbidden by Allah SWT based on the Qur'an and As-Sunnah. In this al, the freedom is used to solve problems that occur between the two parties. One of the principles of the Islamic alliance, namely Al Hurriyah (Freedom), states that the form and content of the alliance is determined by the parties. Once the form and content have been agreed upon, the agreement is binding on the parties who agreed and all their rights and obligations must be exercised. But this freedom is not absolute. As long as it does not conflict with Islamic Sharia, then the alliance can be implemented. The parties making the contract have the freedom to make an agreement, both in terms of the material/content agreed upon, determining the implementation and other terms and conditions, entering into an agreement with anyone, as well as the form of the agreement (written or oral) including determining the means of settlement if it occurs dispute This is also in accordance with what is written in the hadith of the

Prophet SAW in the narration of HR Muslim, no. 2363 which has been discussed in the previous chapter. Changes in the implementation of this alliance are stated to be possible, because this is a world affair, to safeguard the interests of fellow alliance subjects after the existence of the incompatibility factor. Seen from the Fundamentals of the Islamic Alliance, the alliance of Online transportation services between the Driver and the company at PT Ujung Drajat already fulfills those fundamentals. It's just that, on one side, the implementation of the alliance still needs to be fixed, that is about the things that change in the implementation of the alliance. QS Al-Baqarah [2]: 282-283, mentions that Allah SWT recommends to humans that a covenant be made in writing, attended by witnesses, and given the responsibility of the individual who makes the covenant, and who is the witness.

- **Conclusion**

PT Ujung Drajat developed its business as an online transportation service provider by registering itself as one of the Company's Partners at PT UBER Indonesia. PT UBER Indonesia is one of the application provider companies in Indonesia, in this case the application they have is the UBER application. The UBER application is an application that can connect passengers with drivers who have registered with the company. This partnership is in accordance with the provisions contained in the Regulation of the Minister of Transportation of the Republic of Indonesia in Chapter IV Implementation of Public Transport

with Information Technology-Based Applications, which was discussed in the previous chapter. Based on the presentation and analysis of the data that the researcher described in the previous chapter, the following conclusions can be drawn:

1. The engagement carried out by PT Ujung Drajat in North Jakarta, there were changes between the agreement and its implementation, namely:
 - a. There is different treatment from the company (PT Ujung Drajat) towards Titip Bendera drivers between those with family status and those without. For those who are family, they are charged 7% of their weekly income, while for drivers who are not family they are charged 10%.
 - b. there is a reduction in car rental prices for drivers who have a lot of rental arrears, namely from 200,000 per day to 150,000 per day. Regarding this matter, the discrepancy that resulted in changes in the implementation of the agreement was caused by several factors, including: The income situation factor, the pity factor because his brother was driving, the factor of reducing the rental arrears payment because the company felt sorry for the driver.
2. On the one hand, the engagement has fulfilled the pillars, terms and principles of engagement. On the other hand, there are those who violate the principles of justice and the principles of equity and equality in the principles of Islamic relations. This can be seen in the decrease in the percentage of profit sharing to the company owner's brother in the Titip Bendera agreement. This

Online Service Engagement includes two forms of engagement, namely:

- a. Flagship Cooperation Agreement (for drivers with their own cars), applies: Cooperation (Syirkah), namely the syirkah contract.
- b. Driver Work Agreement (for drivers with company-owned cars), applies: Syirkah Akad and Rental Agreement (al-Ijarah). Islamic law regarding online transportation service agreements is permissible (permissible).

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