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AN ANALYSIS OF ONLINE MONEY LENDING PRACTICES USING THE GRAB MODAL FEATURE FROM THE PERSPECTIVE OF MUAMALAH FIQH

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Abstract. Advances in financial technology (fintech) have transformed the public's access to financial services through the emergence of various digital financing platforms. One such service is the Grab Modal feature, which provides loan facilities to Grab partners to meet their productive needs, such as business capital, vehicle operating costs, and other work-related expenses. The ease of access offered by the app is appealing to the public, particularly workers in the informal sector. However, these digital lending mechanisms need to be examined more thoroughly from the perspective of fiqh al-muamalah, especially regarding the form of the contract, cost transparency, the repayment system, and the possibility of elements that conflict with Sharia principles, such as riba, gharar, and dharar.. This study aims to analyze the practice of online lending through the Grab Modal feature used by Grab partners in Mataram City and to assess its compliance with the principles of muamalah fiqh. This study employs a descriptive qualitative approach using the case study method. The research data was collected through interviews, observations, and documentation of Grab partners who use the Grab Modal feature in Mataram. The data was analyzed using concepts from muamalah fiqh, specifically regarding the qardh contract, the principle of justice, the principle of transparency in transactions, and the prohibitions against riba, gharar, and dharar.. The research findings indicate that the Grab Modal feature makes it easy for partners to obtain financing quickly and conveniently; however, in practice, there are still aspects that require Sharia review, particularly regarding additional fees and payment mechanisms linked to partners' income. These conditions underscore the importance of transparency regarding contract terms and the management of financing systems so that digital lending services can operate in accordance with the principles of fairness, benefit, and the provisions of Islamic commercial law.

Keyword: Grab Capital, Online Loans, Fintech, Islamic Commercial Law, Riba, Gharar, Dharar.

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A. Introduction

The development of digital technology has brought about major changes in various aspects of people's lives, including in the economic and financial sectors. The emergence of financial technology (fintech) has marked a digital transformation in the financial sector by offering a variety of financial services based on digital applications, such as digital payments, online investments, and online loans. The primary goal of fintech is to promote financial inclusion by providing easier, faster, and more effective financing to the general public, particularly to groups that have historically faced challenges in accessing financial services (Asrori, 2023). In recent years, fintech lending has grown rapidly in Indonesia. For those who need quick access to funds, online loans have become an alternative financing option. These digital lending services are most commonly used by workers in the informal sector and the gig economy, such as online transportation drivers and app-based microbusiness owners (Hamzah & Fadilah, 2024). However, a good understanding of the contract structure, fee mechanisms, and the legal and economic consequences of a loan does not always go hand in hand with ease of access.

Grab Modal is a digital lending service developed by Grab Indonesia in collaboration with financial institutions and fintech companies. To meet operational needs, this service aims to provide driver-partners and merchants with quick access to financing. However, from the perspective of Islamic commercial law (fiqh muamalah), the digital system used raises many uncertainties,which raises questions about the validity of the contract. The application process, which requires only a single click on the "Agree" button without any clarity regarding the lender, introduces an element of gharar (uncertainty), while unilateral consent without room for negotiation raises doubts about the presence of tarāḍin (mutual consent). In practice, upfront service fee deductions and automatic deductions from partners' income have become new issues during the disbursement and repayment phases. Service fees may be considered riba nasī'ah if they are not genuine administrative costs and are added to the principal amount of the loan. Furthermore, continuous deductions can cause harm, or dharar, which is contrary to the principle of justice in muamalah. Therefore, it is crucial to conduct a thorough review of Grab Modal's operations to assess their compliance with Sharia principles, particularly with regard to the elements of riba, gharar, and dharar present in the digital financing system. (al-Zuhayli, 2022).

This study was conducted by reviewing a number of relevant previous studies, thereby preventing duplication and ensuring an adequate body of reference material. The study employed a qualitative field research approach, involving interviews with users and documentation of the app's features. Supiana concluded that although Shopee Pinjam presents information on credit limits, loan terms, and installment simulations in a more transparent manner, it still includes an element of ziyādah (an addition to the principal amount of the loan), which classifies this practice as riba qardh (Supiana, 2022). The difference in the current study on Grab's financing stems from more complex legal and social issues, namely how the digital loans used by Grab driver-partners often employ fee structures, interest rates, and penalties that users do not recognize as a form of usury. Previous research focused specifically on general Shopee users, whereas the current study examines groups of online transportation workers and small restaurant owners listed on the Merchant app. The study, titled "A Sharia Economic Legal Analysis of Agreements in the SPayLater Credit Practice on the Shopee App," shows that SPayLater contains elements that are inconsistent with the principles of Sharia contracts, including the principles of al-'adalah, al-musawah, and ash-shiddiq, and that it involves elements of tadlis due to a lack of transparency in the information provided to users regarding interest rates, additional fees, and late payment penalties Another key finding is the existence of additional charges in the form of 2.95% interest and a 5% penalty, which are clearly classified as riba qard; therefore, the SPayLater practice is deemed not to comply with Sharia principles (Nisa, 2022). Meanwhile, current research on Grab Modal stems from different academic and socioeconomic contexts, specifically the work ecosystem of Grab partners (drivers and merchants). This study highlights the specific characteristics of the Grab Modal service, which not only involves fees and penalties but also includes a mechanism for automatic deductions from daily earnings, dependence on work performance, and various risks that are not transparently explained in the app. This raises the potential for gharar and riba..

Preliminary data from observations indicate that Grab drivers and sellers actively use Grab's financing feature to obtain short-term funds for operational needs such as vehicle maintenance, purchasing raw materials, and replenishing working capital on a daily basis. However, field observations show that most partners do not yet fully understand the financing structure they are using, particularly regarding the deduction mechanism. In most cases, information about agreements and payment obligations is presented only through the app interface, without a thorough explanation. As a result, partners often do not understand the substance of the agreements they have agreed to (Muliyana & Iskandar, 2025). Field findings also reveal a discrepancy between Grab Modal's stated goal of supporting partner productivity and the actual economic impact experienced. Partners with unstable incomes often face financial pressure due to the fixed-amount automatic deduction system. Previous studies have shown that digital lending still poses challenges in terms of Sharia compliance, particularly regarding agreements and additional fees. However, research on Grab Modal remains limited, even though the automatic deduction system which is directly linked to partners' earnings raises new issues in muamalah fiqh. Therefore, the research questions can be formulated as follows: How does the practice of online money lending through the Grab Modal feature work among Grab partners in Mataram, and what is the fiqh muamalah perspective on online money lending through the Grab Modal feature in Mataram? Thus, this study is crucial for evaluating the compliance of Grab Modal's lending practices with Sharia principles, particularly in digital transactions.

B. Method

This study employs a descriptive qualitative approach using the case study method to understand online lending practices through the Grab Modal feature and analyze them from the perspective of muamalah fiqh. The study was conducted among Grab partners in six subdistricts in the city of Mataram: Ampenan, Mataram, Selaparang, Cakranegara, Sekarbela, and Sandubaya.

Informants were selected using purposive sampling, that is, based on specific criteria aligned with the research objectives. The informants consisted of five Grab partners including both drivers and merchants who had used the Grab Modal feature and had experience with the loan application and repayment processes.

The research data consists of primary and secondary data. Primary data was obtained through interviews with five informants, while secondary data was obtained from books on muamalah fiqh, scientific journals, DSN-MUI fatwas, OJK regulations, documents related to Grab Modal, and previous research. Data was collected through interviews, observations, and documentation.

The data were analyzed using Miles and Huberman's interactive model, through the stages of data condensation, data presentation, and the drawing and verification of conclusions. Next, the findings were analyzed based on the concepts of the qardh contract, justice, voluntary consent, transparency, public interest, and the prohibition of usury (riba), uncertainty (gharar), and harm (dharar). Data validity was ensured through source triangulation, methodological triangulation, and member checking.

This study has a limitation in that the sample consisted of only five Grab partners. Therefore, the findings are not intended to represent all Grab partners in Mataram City, but rather to describe the experiences and practices observed among the study participants. Future research could involve a larger and more diverse sample to provide a broader picture.

C. Result and Discussion

The discussion is divided into two parts: the practice of online lending through the Grab Modal feature among Grab partners in Mataram, and a fiqh muamalah review of online lending through the Grab Modal feature in Mataram.

Online Money Lending Practices Using the Grab Modal Feature in Mataram City

This study was conducted among Grab partners in six subdistricts in the city of Mataram: Ampenan, Sekarbela, Mataram, Selaparang, Cakranegara, and Sandubaya. The city of Mataram was selected because it has a thriving economy in the trade, services, transportation, MSME, tourism, and informal sectors. These conditions have driven an increasing demand among the public for access to financing, particularly among informal-sector workers and microentrepreneurs. M The Grab partners in this study consist of driver partners and merchant partners. The characteristics of the partners are shown in Table 1.

Table 1: Characteristics of Grab Partners in Mataram City

No	Partner	Characteristics
1	Driver GrabBike	Using two-wheeled vehicles for transportation and delivery services
2	Driver GrabCar	Using four-wheeled vehicles for transportation services
3	Merchant GrabMart	Businesses that sell daily necessities through the Grab app

Data Source: Dokumentasi Penelitian

Driver-partners use the Grab app to earn income through transportation and delivery services, while merchant-partners use the app as a tool for marketing and selling their products. Both groups generate income based on the number of transactions, orders, and daily economic activity. Grab Modal is used primarily for productive purposes. Driver-partners use the funds for vehicle maintenance, purchasing fuel, and buying work equipment. Meanwhile, merchant-partners use the funds to increase their working capital, purchase raw materials, improve business facilities, and cover operational expenses. Thus, the use of Grab Modal is fundamentally linked to the sustainability of the partners' economic activities.

The findings indicate that Grab Modal plays an important role as a source of short-term financing. This service provides an alternative for partners who have difficulty obtaining financing through formal financial institutions. However, these benefits must be balanced with a sufficient understanding of the costs, terms, repayment periods, and payment consequences.

Based on the results of observations and interviews, Grab Modal applications are submitted entirely through the Grab Partner app. Partners first open the "My Account" menu, then select the "Cash Financing" feature. The system then displays the financing limit based on an automated assessment of transaction data, account performance, income, and partnership status. The main requirements identified in the study include active partner status, good account performance, a specific rating, and a minimum income threshold. Driver partners are required to have a minimum monthly income of Rp1,000,000, while merchant partners are required to have a minimum monthly income of Rp2,000,000. Partners do not need to re-upload identification documents because that information has been on file since the partner registration process. After reviewing the credit limit information, partners can select the loan amount and repayment term. The documentation shows that the available repayment terms are 30 days and 60 days. The app displays the amount of funds received, the administrative fee, the interest rate, the daily payment amount, and the late payment penalty terms. One of the simulations found listed an interest rate of 6% per month. The next step is to review the loan details and approve the electronic contract. Partners are asked to read and accept the agreement by clicking the "Agree" button in the app. After that, users complete facial verification and provide an electronic signature. This process indicates that Grab Modal uses a click-wrap contract model, which is a contract deemed to have been agreed to once the user provides electronic consent.

The funds received are then used for the purpose selected in the app. Options for using the funds include purchasing raw materials, paying bills, upgrading equipment, renovating business premises, and expanding the business. In practice, merchant partners use the funds to strengthen their working capital, while driver partners use them to cover vehicle and daily operational expenses. Payments are made through an auto-deduction system. Installments are automatically deducted from partners' income until the entire debt is paid off. For some partners, this mechanism is considered convenient because it does not require manual payments. Partner 1, for example, stated that a loan of Rp500,000 can be repaid through daily deductions of about Rp18,000, which is not considered too burdensome when there are enough orders. However, this mechanism poses a problem when partners' income declines. Satrai, one of the driver partners, said that it is difficult to meet the daily installment of Rp35,000 when order volume is low. This shows that payments continue even though partners' income fluctuates. Thus, while the automatic deduction system does provide certainty for lenders, it does not fully account for partners' ability to make payments when their income is unstable.

The interview results reveal a discrepancy between partners' knowledge of the Grab Modal service and their understanding of the terms of the agreement. In general, partners are aware that Grab Modal is a digital financing service with a fast, easy process that does not require complicated administrative procedures. However, their understanding of the agreement's structure, the lender, additional fees, interest rates, and legal consequences remains limited.

Partner 1 is familiar with the application and payment procedures but does not yet fully understand the cost details in the electronic contract. Satrai understands that payments are made through automatic deductions from revenue but believes the system should allow for flexibility when order volumes decline. Meanwhile, Partner 2 admits to not having read the entire agreement in detail because they prioritized their urgent financial needs. These findings indicate that electronic consent does not necessarily reflect the user's substantive understanding. Clicking the "Agree" button may indeed constitute a form of formal consent, but such consent must be supported by information that is easy to understand, concise, and transparent. In the context of digital transactions, it is not enough for service providers to simply provide an agreement document; they must also ensure that users understand the key components of the agreement. Partners' limited understanding is also influenced by the use of standard-form contracts. Users have no room to negotiate the terms of the agreement, including fees, interest rates, terms, and deduction mechanisms. As a result, partners tend to be in a weaker position than service providers. This situation warrants attention because a formally valid contractual relationship does not necessarily satisfy the principles of substantive justice.

A Fiqh Muamalah Review of Grabmodal in Mataram City

In muamalah fiqh, a qardh contract is a loan agreement intended to assist those in need. The borrower is obligated to repay the principal in the agreed-upon amount and within the agreed-upon timeframe. The qardh contract is not intended to generate profit for the lender. Therefore, any additional amount required on top of the principal may constitute riba. If Grab Modal is classified as a qardh contract, there are several elements that need to be analyzed (al-Zuhaily, 2010). The first element is the parties involved: the lender and the partner as the borrower. The second element is the subject matter of the loan, which is a sum of money received by the partner. The third element is the sighat, or the agreement entered into through an electronic contract. (Kurniawan, 2024; Pratams, 2023).

From a procedural standpoint, the essential elements of a qardh contract are evident in Grab Modal's practices. The financing amount, term, and payment obligations are displayed in the app (DSN-MUI, 2001). Partners also provide their consent through electronic signatures and facial verification. However, the fulfillment of these formal requirements does not automatically mean that the contract complies with the principles of qardh (al-Zuhayli, 2010; DSN-MUI, 2001). The main issue lies in the presence of interest and additional fees. The study found a financing simulation with an interest rate of 6% per month. If this interest is an additional charge required on top of the principal amount of the loan and is not based on actual administrative costs, then this additional charge has the characteristics of riba qardh. This is inconsistent with the principle that a loan must be repaid in the amount of the principal without any required profit.

Thus, labeling a fee as a service fee or an administrative fee does not in and of itself resolve the Sharia issue. The assessment must be based on the substance of the fee, the method of calculation, and the relationship between the fee and the loan amount and term. If the amount of the fee increases due to the loan amount or the length of the term, this indicates that the fee is an addition to the loan, not merely reimbursement for administrative costs.

The element of usury is evident in the interest or surcharge imposed on the partner. According to the research findings, the app displays an interest rate of 6% per month in one of the financing simulations. This surcharge is imposed in addition to the obligation to repay the principal. In a qardh contract, the predetermined additional amount is a fundamental issue because the lender derives benefit from the debt transaction. The principle of qardh treats the loan as a tabarru' contract oriented toward mutual aid, rather than the commercialization of debt. Therefore, the required interest cannot be regarded as a justifiable compensation in a qardh contract. However, this analysis must distinguish between interest, administrative fees, and service charges. Administrative fees are justifiable if they truly reflect actual costs, are set at a reasonable rate, and do not serve as a means of profiting from the loan. Conversely, if these fees are calculated as a percentage of the principal amount or the loan term, they essentially amount to an additional charge on the debt. Based on these findings, Grab Modal's practices cannot yet be deemed fully consistent with the principles of a qardh contract. The presence of interest and additional fees indicates the potential for elements of riba, which must be examined based on the full terms of the agreement and the structure of the relationship between Grab, the financing institution, and the partners.

Gharar refers to ambiguity or uncertainty in a contract (Karim & Sahroni, 2015; al-Zuhayli, 2010). In Grab Modal's operations, some information is indeed displayed through the app, such as the loan amount, term, interest rate, and daily payments. This demonstrates the service provider's commitment to transparency. However, this formal transparency has not been fully accompanied by user understanding. Some partners do not read the entire agreement or do not fully understand the details of the fees they are required to pay. In addition, there is some confusion among partners regarding which party directly acts as the lender. Partners are more familiar with Grab as a service provider, while users do not always clearly understand Grab's relationship with financing institutions. Such ambiguity may give rise to gharar if users do not receive sufficient information regarding the identities of the parties, the form of the contract, the basis for charging fees, the dispute resolution procedures, and the consequences of late payment (Karim & Sahroni, 2015). Therefore, digital contracts must be presented in simple language and place important information in an easily readable section before the user agrees to the contract.

Dharar refers to losses or harm resulting from the execution of a transaction. In this study, the potential for dharar is evident in the automatic deduction system, which continues to operate even when a partner's income declines. Driver partners' income is not fixed, as it depends on the number of orders, working hours, market conditions, and app performance. When income declines, a fixed reduction in installment payments can cut into the income that would otherwise be used to cover daily expenses. Satrai experienced this situation and stated that it became difficult to make daily installment payments when orders were slow.

On the other hand, some partners benefit from daily payments because they can make their installments using the income they receive each day. Thus, the system does not necessarily result in losses for all users. The problem lies in the lack of sufficient flexibility to accommodate differences in payment capacity. From the perspective of the public interest, a payment system should not only safeguard the interests of lenders but also protect the basic needs of borrowers. Mechanisms such as payment deferrals, payment adjustments, or installment reassessments when income declines can serve as a form of protection against potential harm (dharar).

The research findings can be summarized in the following analysis:

Table 2: Rangkuman Hasil Penelitian

Principles of Muamalah Fiqh	Research findings	Assessment
Justice	The service provides access to financing, but deductions may still occur when a partner's income declines.	Not yet fully met

Willingness	Partners agree to the contract through the app, but they don't always understand the full terms of the contract	Formally compliant, but not yet optimal in substance
Clarity	The principal amount, term, interest rate, and monthly payments are displayed, but understanding of the parties involved and the fee structure remains limited	Partially fulfilled
Public Welfare	The funds are used for operations, working capital, and productive needs	Meets the intended use
Prohibition on Usury	One of the financing simulations shows a 6% monthly interest rate	May not be suitable
Prohibition of Gharar	Information is available, but there are limitations in understanding and standard contracts	There is still the potential for gharar
Prohibition of Harm	Automatic deductions help with payments, but can be a burden on partners when revenue declines	There is still the potential for harm

Based on the table, Grab Modal offers several advantages, including ease of access, fast disbursement, and productive benefits for partners. This service also supports financial inclusion because it can be used by informal-sector workers and business owners who do not always have access to formal financing. However, from the perspective of fiqh al-muamalah, this practice does not yet fully comply with Sharia principles. The most prominent issues are the presence of interest or additional charges on the principal amount of the loan, the partners' limited understanding of the terms of the agreement, and an automatic deduction system that has the potential to cause harm. Therefore, this service is best viewed as a digital financing practice that offers economic benefits but still requires improvements to align with the principles of qardh, fairness, transparency, and the public interest (al-Zuhayli, 2010; DSN-MUI, 2001).

Research findings reveal a tension between technological efficiency and user protection. Digitization has successfully simplified the application and payment processes, but this convenience may encourage users to agree to contracts without reading and understanding all of their terms. In other words, technology speeds up transactions but does not necessarily improve the quality of consent. This situation indicates that the validity of electronic consent is not determined solely by the presence of an "Agree" button, an electronic signature, or facial verification. Consent must be given based on clear information and a sufficient understanding. From the perspective of muamalah fiqh, consent, or tarāḍin, cannot be understood merely as a formal act of acceptance; rather, it must also be linked to knowledge of the subject matter, costs, obligations, and risks of the contract.

Another important finding is the relationship between the digital business model and partner revenue. Grab Modal uses partner activity data to determine financing eligibility, while payments are linked to revenue earned through the platform. This integration does simplify billing, but it also creates a dependency between partners' work and loan repayment. When partners' income declines, their payment obligations remain a burden they must fulfill. Therefore, the development of digital financing services must take into account the principle of protecting the weaker party. Service providers should clearly explain the lender's identity, the type of agreement, fee details, the method for calculating interest or service charges, the consequences of late payments, and options for resolution when a partner's income declines. In addition, more flexible payment mechanisms should be available to ensure that the goal of promoting the common good does not result in harm.

Overall, the research findings indicate that Grab Modal provides tangible benefits to Grab partners in Mataram, particularly in meeting their capital and operational needs. However, these benefits are not sufficient to conclude that the practice is in accordance with muamalah fiqh. Sharia compliance must be assessed based on the substance of the contract, not merely on the digital platform used or the productive purpose of the loan. As long as there are required additional charges on the principal loan amount, limitations on substantive transparency, and the potential for excessive burdens through automatic deductions, Grab Modal's practices still raise issues of riba, gharar, and dharar.

D. Conclusion

Based on the results of the research conducted, the practice of online lending through the GrabModal feature among Grab partners in Mataram is a form of digital financing service that makes it easy to obtain additional funds to support partners' operational needs and economic activities. The loan process is carried out through the Grab app and involves the stages of application, verification, contract approval, disbursement of funds, and repayment in accordance with established terms and conditions. The introduction of the GrabModal feature provides a solution for partners who need quick and convenient access to capital. However, in its implementation, attention must still be paid to transparency particularly regarding service fees, payment mechanisms, repayment terms, and partners' understanding of their rights and obligations as borrowers.

From the perspective of muamalah fiqh, the practice of online money lending through the GrabModal feature is acceptable provided that it complies with the basic principles of Islamic muamalah, namely the mutual consent of the parties (an-taradhin), clarity of the contract, certainty regarding the loan amount, and transparency regarding payment obligations. Such transactions must be free from elements prohibited in Islam, such as riba, gharar (uncertainty), and actions that cause harm to either party. Thus, the compliance of GrabModal's practices with muamalah fiqh is assessed not only based on the purpose of the loan but also on the contract mechanism, the fee structure, and fairness in the relationship between the service provider and the partner as the borrower.

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