

ABSTRAK

Bisnis Finansial Teknologi kini sangat marak di Indonesia, khususnya layanan *peer to peer lending*. Dalam perkembangannya, hadir pula layanan *peer to peer lending* yang dikhususkan untuk dana pendidikan yakni situs Dana Cita pada penelitian ini. Tujuan hadirnya layanan *peer to peer lending* yakni untuk mempermudah penerima pinjaman dalam mengajukan pinjaman tanpa tatap muka. Akan tetapi, dalam pelaksanaan *peer to peer lending*, pemberi pinjaman memiliki kemungkinan mengalami risiko gagal bayar yang diakibatkan oleh penerima pinjaman, sehingga perlu dianalisis mengenai karakteristik perjanjian yang diterbitkan oleh Dana Cita dan hubungan hukum antara para pihak dalam perjanjian pinjaman. Lebih lanjut lagi, bentuk perlindungan hukum preventif dan represif bagi pihak pemberi pinjaman terhadap risiko gagal bayar perlu dianalisis lebih lanjut. Dalam menjawab permasalahan tersebut, penelitian ini menggunakan tipe penelitian doctrinal dengan pendekatan melalui pendekatan peraturan perundang-undangan, pendekatan konsep, serta pendekatan kasus. Penelitian ini berkesimpulan bahwa pada perjanjian *peer to peer lending*, terdapat beberapa pihak yang terlibat yakni penyelenggara, pemberi pinjaman, dan penerima pinjaman serta penjamin apabila ada yang dibuat secara elektronik melalui sistem elektronik. Dalam hal terjadi gagal bayar, pada perjanjian pinjaman terdapat upaya-upaya yang dapat ditempuh oleh pemberi pinjaman. Lebih lanjut lagi, pada perlindungan hukum preventif bagi pemberi pinjaman, penyelenggara wajib untuk melakukan evaluasi terkait dengan data penerima pinjaman. Sedangkan terkait dengan perlindungan hukum represifnya, terdapat upaya penyelesaian sengketa secara damai dan penyelesaian sengketa di Pengadilan.

Kata Kunci: **Perlindungan Hukum; Peer to Peer Lending; Pinjaman Pendidikan; Perjanjian Pinjaman; Risiko Gagal Bayar.**

ABSTRACT

The business of Financial Technology is now very prevalent in Indonesia, especially peer to peer lending services. In its development, there was also a peer to peer lending service that was devoted to education funding, namely Dana Cita site in this study. The purpose of the presence of peer to peer lending services is to facilitate loan recipients in applying for loans without the need to face to face. However, in implementing peer to peer lending, lenders have the possibility of experiencing the risk of default caused by the loan recipient, so it is necessary to analyze the characteristics of the loan agreement issued by the Dana Cita and the legal relationship between the parties in the contract. Furthermore, forms of preventive and repressive legal protection for lenders against the risk of default need to be further analyzed. In answering these problems, this study uses doctrinal research with an approach through statute approach, conceptual approach, and case approach. This study concluded that in the peer to peer lending agreement, there were several parties involved, namely the organizers, lenders, and borrowers which was made electronically through electronic system. In the event of a default, in the loan agreement there are efforts that can be taken by the lender. Furthermore, for preventive legal protection for lenders, organizers are required to carry out evaluations related to data on loan recipients. While related to repressive legal protection, there are peaceful dispute resolution efforts and dispute resolution in the District Court.

Keywords: *Legal Protection; Peer to Peer Lending; Student Loan; Loan Agreement; Risk of Default.*