
Application of Hadith on Accounts Receivable and Its Implementation in Sharia Bank Guarantees

Irham Maulana¹, Nourelhuda S. B. Elmanaya², Mohamed Gamal Ibrahim ElBasiouny³, Ubed Abdilah Syarif⁴, Nuha⁵

¹Universitas Muhammadiyah Surakarta, Indonesia

²American University of Beirut (AUB), Lebanon

³Pukyong National University, Busan, South Korea

⁴Al-Mustafa International University (MIU), Tehran, Iran

⁵Alumni UIN Raden Mas Said Surakarta, Indonesia

aboe.nizar@gmail.com, nsa70@mail.aub.edu, mohamedgamal28101986@gmail.com,

ubedabdilahsyarif@miu.ir, ulie_nuha@yahoo.co.id

Article History: Received January 30, 2023; Revised September 21, 2023; Accepted October 10, 2023

Abstract: *The purpose of this study is to reflect the phenomenon, where since the introduction of Islamic banking in 1991, the Islamic economy has grown rapidly. Various service products have been issued by Islamic banks and other financial institutions that facilitate these services by listing various fatwas of the National Sharia Council - Indonesian Ulema Council (DSN-MUI). So the question arises how is the application of the Hadith on Accounts Receivable and its Implementation on Bank Guarantees? This research method is qualitative by taking data from review literature that is compromised with field facts that take the object of research on bank guarantees. The results of the study concluded that one of the sharia banking services is the Sharia Bank Guarantee with a kafalah fatwa as its sharia legality issued by DSN MUI No: 11/DSN-MUI/IV/2000. The contract used is a kafalah bil ujarah contract, which is a guarantee transaction provided by a bank in exchange for wages, but this contract is a contract that is controversial in terms of the legality of the arguments described by DSN-MUI and the arguments of other parties who prohibit it because it resembles the qardh contract that takes the benefits of usury, which of course requires offering contract options that can be done to get out of the controversy.*

Keywords: *sharia bank guarantee, fatwa, kafalah bil ujarah, qardh, hadith payables.*

INTRODUCTION

Qardh commonly referred to as debts is a form of handing over ownership of something to another person, to be used or used by that person, but he is obliged to return something like him or his non-physical value. So qardh gives the consequence of transferring ownership of the property to the person who borrowed it, but on condition that the borrower is obliged to replace such a property [1].

The difference between Qardh, Dayn and 'Ariyah in the view of sharia is that the word "debt" is synonymous with the word "borrow", in jurisprudence muamalah blindness the two

words must be distinguished because they have different legal consequences. Even jurisprudence scholars distinguish between the terms *dayn*, *qardh* and *'ariyah* [2].

Dayn is more common than *qardh*, because it covers all dependents, whether debts, instalments have not been paid off, delivery of goods later, compensation due to damage or *diyath*, etc. As for *'ariyah* is limited to borrowing the right to use, there is no transfer of ownership [3].

The relationship between *Akad Qordh* and *Akad Kafalah* in the lens of *fiqh* law, the contract of *kafalah* is permissible, and the practice of *kafalah* is a guarantee-guarantee practice.

الكفالة: هي ضم ذمة الكفيل إلى ذمة الأصيل في المطالبة

"Uniting the obligation to meet guaranteed demands with the guarantor."

This means that Islamic banks, which act as guarantors are the banks issuing guarantee letters, which are guaranteed customers of the bank [4].

In this case, the bank guarantees that all transaction payments made by customers are guaranteed in the event of completion of the transaction payment process they make. *Akad kafalah* is a readiness to make a *Qard* contract with payments made by the guarantor and collection to the guaranteed party. *Kafil* paid *Makful 'Anhu's* debt to *Makful Lahu* and then demanded the return of the funds and his *kafalah* remuneration to *Makful 'Anhu* so this contract changed to like *Qordh's* contract [5], [6].

So when a customer has a bank guarantee letter or bank guarantee given by the bank to him, it is intended to be a written guarantee in fulfilling a customer's obligations, where if one day the guaranteed party (customer) is unable to fulfil all its obligations following the agreement he has made with another party, then the bank as the guarantor is ready to take action to be a substitute for the customer in fulfilling obligations to the recipient of the guarantee. So you could say, the recipient of the guarantee as a third party does not need to worry when contracting the agreement he has made with the customer, even if it is in the form of an insured debt that needs to be repaid in the future [7]-[9].

From here, this research was conducted to reveal the application of the hadith of accounts receivable and its implementation in bank guarantees. It is widely found in the field that since the introduction of Islamic banking in 1991, the Islamic economy has grown rapidly. Various service products have been issued by Islamic banks and other financial institutions that facilitate these services by listing various fatwas of the National Sharia Council - Indonesian Ulema Council (DSN-MUI) [7], [10]-[13].

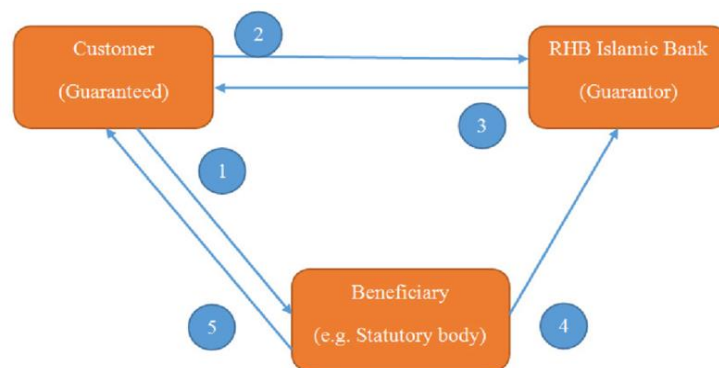


Figure 1. Process Structure on Sharia Bank Guarantees.

Source: <https://www.google.com/search?client>

FRAME OF MIND

Pillars and Conditions Kafalah perspective The feature of Islamic banks is that Islamic banks act as guarantee providers (kafil) for the fulfilment of customer obligations to third parties as customers' business partners. This guarantee contract (kafalah) contains an agreement between the bank and the second party which is guaranteed and is completed with the testimony of the recipient of the guarantee. With this guarantee, banks can get rewards (ujrah / fees) agreed at the beginning, and expressed in a fixed nominal amount, not in the form of a percentage. So that the contract is not just kafalah but becomes a kafalah bil ujah contract [14].

Banks can also request other guarantees in the form of cash collateral, or other forms of guarantees for the guarantee value as agreed. In this case, the object of guarantee is required to must: (1) It is the obligation of the party requesting the guarantee (makful anhu); (2) The value and specifications are clear, inter alia, the currency used and the time of payment; (3) Not contrary to sharia; (4) If the customer (who asks for collateral/makful 'anhu) is unable to fulfil obligations to third parties (makful lahu), then the Bank fulfils the customer's obligations to third parties by providing bailouts as financing on a qardh basis that must be settled by the customer [6], [15]–[17].

The DSN-MUI fatwa regarding kafalah has explained the pillars and requirements of kafalah, which are as follows:

Guarantor Party (Kafil):

1. Puberty (adult) and sensible.
2. Fully entitled to take legal action in matters of his property and willing (ridha) with the dependents of the Kafalah.

Debtor (Ashiil or Makfuul 'anhu):

1. Willing to hand over his dependents (receivables) to the guarantor.
2. Known to the guarantor.

Debtor Party (Makfuul Lahu):

1. Known identity
2. Can be present at the time of contract or give power of attorney
3. Sensible.

Object of Assurance (Makful Bihi).

1. Is the responsibility of the party/person who owes it, both in the form of money, objects, and work.
2. Can be implemented by the guarantor.
3. Must be a binding (customary) receivable, which is impossible to write off unless it has been paid or released
4. It should be clear the value, quantity and specification
5. Not contrary to shari'ah (banned) [12], [13].

METHODOLOGY

This research method is qualitative by taking data from review literature that is compromised with field facts that take the object of research on bank guarantees [18], [19].

This method is used to collect data using Library Research, namely library data research to obtain relevant conclusions. This type of qualitative research is conducted using a descriptive analysis approach [20], [21].

This research explores various journals, books, and articles on themes related to this research by going into the field to take and match data from research objects contained in bank guarantees [22].

Data processing techniques are carried out by in-depth analysis of data source sources, sorting out relevant sources, classifying and compiling them systematically, and ending with drawing conclusions based on research findings [23], [24].



Figure 2. Sharia Bank Guarantee.
Source: <https://www.google.com/search?client>

RESULTS AND DISCUSSION

Hadiths Relating to Accounts Receivable.

It must not require a contract of sale, lease or other property in the qardh contract.

وَعَنْ عَمْرِو بْنِ شُعَيْبٍ، عَنْ أَبِيهِ، عَنْ جَدِّهِ قَالَ: قَالَ رَسُولُ اللَّهِ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «لَا يَحِلُّ سَلْفٌ وَيَبِيعُ وَلَا شَرْطَانِ فِي بَيْعٍ، وَلَا رِبْحٌ مَا لَمْ يُضْمَنْ، وَلَا بَيْعٌ مَا لَيْسَ عِنْدَكَ». رَوَاهُ الْخُمْسَةُ، وَصَحَّحَهُ التِّرْمِذِيُّ، وَابْنُ حُرَيْمَةَ، وَالْحَاكِمُ.

It is from Amr Ibn Shu'aib 'from his father 'from his grandfather Radliyallaahu 'anhu that the Prophet Sallallaahu 'alaihi wa Sallam said: "It is not lawful to buy and sell on condition that you are given a debt two conditions in one transaction " the profit of selling something that has not been borne the risk and selling something that has not been owned". (HR. Priest Five. Hadith shahih according to Tirmidhi 'Ibn Khuzaimah and Hakim) [25].

Faidah Hadith: in qardh, it is not permissible to require a contract of sale, rent, or other exchange contracts in the qardh contract, because it is feared that there are benefits obtained by creditors [26].

The following additions are not allowed to be required in the contract of receivables (qardh) because they include riba which is forbidden: additional nature, size, benefits of services, and forms of objects are all forbidden, what is allowed in the terms of receivables is only an increase in time [27].

Can't Take Profit in Social Akad (Qardh).

وَعَنْ عَلِيِّ - رضي الله عنه - قَالَ: قَالَ رَسُولُ اللَّهِ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «كُلُّ قَرْضٍ جَرٌّ مَنْفَعَةٌ، فَهُوَ رِبَاٌ». رَوَاهُ الْحَارِثُ بْنُ أَبِي أُسَامَةَ، وَإِسْنَادُهُ سَاقِطٌ.

It is from Ali Radliyallaahu 'anhu that the Prophet saw. said: "Every debt that attracts benefits is usury." HR. Harith Ibn Abu Usama and his sanad were weak.

From Anas bin Malik said, "The Prophet صلى الله عليه وسلم said:

"If one of you gives a loan to another person, and that person gives a gift to the borrower or brings him a mount, then let him not drive and do not accept it. Except before the loan took place it was customary for both of them" (HR Ibn Majah) [28], [29].

So that all additional forms are not allowed on the contract of receivables, either:

1. Required additions in the contract.
2. Required extras when late in repayment.
3. Additional required during the repayment deadline.
4. Additional repayment of debts that have become 'urf

Buying and Selling Considered Receivables but Not Qordh.

وَعَنْ عَبْدِ اللَّهِ بْنِ عَمْرٍو -رَضِيَ اللَّهُ عَنْهُمَا- قَالَ: أَنَّ النَّبِيَّ أَمَرَهُ أَنْ يَجْهَزَ جَيْشًا فَنَفَدَتْ
الإبل، فأمره أن يأخذ على فلائص الصدقة قال: فكنت آخذ البعير بالبعيرين إلى إبل
الصدقة. رواه الحاكم والبيهقي ورجاله ثقات.

It is from Abdullah Ibn Amar Ibn al-'Ash Radliyallaahu 'anhu that the Prophet Sallallaahu 'alaihi wa Sallam told him to prepare an army, but the camels had run out. Then he told him to owe money from the camel zakat. He said: I owe a camel which will be paid later with two zakat camels. (HR. Hakim and Baihaqi with trustworthy narrators) [30].

Buying and Selling Debt with Debt (Ad-Dayn bi Ad-Dayn).

وَعَنْ ابْنِ عُمَرَ -رَضِيَ اللَّهُ عَنْهُمَا-؛ - أَنَّ النَّبِيَّ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ - نَهَى عَنْ بَيْعِ
الْكَالِيِّ بِالْكَالِيِّ، يَعْنِي: الدَّيْنَ بِالدَّيْنِ. رواه إسحاق، والبرزالي بإسنادٍ ضعيفٍ

It is from Ibn Umar Radliyallaahu 'anhu that the Prophet Sallallaahu 'alaihi wa Sallam "forbade the buying and selling of the later with the later, i.e. debt with debt". (HR. Ishaq and al-Bazzar with weak sanad).

Although this hadith is weak, scholars have agreed on the prohibition of buying and selling debts with debts [12], [31]-[34].

Additional ethics when repaying unrequired debts

وَعَنْ أَبِي رَافِعٍ - أَنَّ النَّبِيَّ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ - اسْتَسَلَفَ مِنْ رَجُلٍ بَكْرًا فَقَدِمَتْ عَلَيْهِ
إِبِلٌ مِنَ الصَّدَقَةِ، فَأَمَرَ أَبُو رَافِعٍ أَنْ يَقْضِيَ الرَّجُلَ بَكْرَهُ، فَقَالَ: لَا أَجِدُ إِلَّا خَيْارًا. قَالَ: «أَعْطِهِ
إِيَّاهُ، فَإِنَّ خَيْارَ النَّاسِ أَحْسَنُهُمْ قَضَاءً». رواه مسلم

From Abu Rafi 'Radliyallaahu 'anhu that the Prophet Sallallaahu 'alaihi wa Sallam once borrowed a young camel from someone, then he received a zakat camel, then he told Abu Rafi' to return his camel debt to that person. Abu Rafi' said: "I only found a four-year-old camel. He said: "Give it to him because the best man is the best to pay off the debt." HR. Muslim.

The faidah of the hadith above is that the addition when repaying debts that are not required by law is lawful and permissible, as long as the addition is given at the end of the repayment and the addition given does not become 'urf (local customs, customs) [25], [35], [36].

So that the debtor may return the loan with a better one, in the form of additional nominal, quality, benefits or gifts to the lender as long as it is given at the time of repayment and is not agreed in the contract or the existence of urf '(custom).

Code of Conduct for Those Who Don't Want to Pay Debts

وَعَنْ عَمْرٍو بْنِ الشَّرِيدِ، عَنْ أَبِيهِ قَالَ: قَالَ رَسُولُ اللَّهِ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «لِيُؤَادِ يُجِلُّ وَعَرْضُهُ وَعُقُوبَتُهُ». رَوَاهُ أَبُو دَاوُدَ، وَالنَّسَائِيُّ، وَعَلَّقَهُ الْبُخَارِيُّ، وَصَحَّحَهُ ابْنُ حِبَّانَ.

From Abu Rafi 'Radliyallaahu 'anhu that the Prophet Sallallaahu 'alaihi wa Sallam once borrowed a young camel from someone, then he received a zakat camel, then he told Abu Rafi 'to return his camel debt to that person. Abu Rafi' said: "I only found a four-year-old camel. He said: "Give it to him because the best man is the best to pay off the debt." HR. Muslim.

The faidah of the hadith above is that the addition when repaying debts that are not required by law is lawful and permissible, as long as the addition is given at the end of the repayment and the addition given does not become 'urf (local customs, customs) [25], [35], [36].

So that the debtor may return the loan with a better one, in the form of additional nominal, quality, benefits or gifts to the lender as long as it is given at the time of repayment and is not agreed in the contract or the existence of urf '(custom).

Code of Conduct for Those Who Don't Want to Pay Debts

وَعَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ - رَضِيَ اللَّهُ عَنْهُ - قَالَ: أُصِيبَ رَجُلٌ فِي عَهْدِ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ - فِي ثَمَارٍ ابْتَاعَهَا، فَكَثُرَ دَيْنُهُ، فَقَالَ رَسُولُ اللَّهِ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ - «تَصَدَّقُوا عَلَيْهِ»، فَتَصَدَّقَ النَّاسُ عَلَيْهِ، وَلَمْ يَبْلُغْ ذَلِكَ وَفَاءَ دَيْنِهِ، فَقَالَ رَسُولُ اللَّهِ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ - «خُذُوا مَا وَجَدْتُمْ، وَلَيْسَ لَكُمْ إِلَّا ذَلِكَ». رَوَاهُ مُسْلِمٌ.

Abu Said Al-Khudry Radliyallaahu 'anhu said: In the time of the Prophet Sallallaahu 'alaihi wa Sallam there was a person affected by the calamity of decay in the fruits he bought , and then his debts accumulated and went bankrupt. The Prophet Sallallaahu 'alaihi wa Sallam then said: "Give alms to him." Then people gave alms to him but did not pay off enough debts. So the Prophet Sallallaahu 'alaihi wa Sallam said to those who owed him: "Take what you get because it is all yours" HR. Muslim [37]-[39].

The Role of the Government in Bad Credit Cases

وَعَنْ ابْنِ كَعْبِ بْنِ مَالِكٍ، عَنْ أَبِيهِ؛ - أَنَّ رَسُولَ اللَّهِ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ - حَجَرَ عَلَى مُعَاذٍ مَالَهُ، وَبَاعَهُ فِي دَيْنٍ كَانَ عَلَيْهِ. رَوَاهُ الدَّارِقُطْنِيُّ، وَصَحَّحَهُ الْحَاكِمُ، وَأَخْرَجَهُ أَبُو دَاوُدَ مُرْسَلًا، وَرُجِّحَ.

From Ibn Ka'ab Ibn Malik 'from his father Radliyallaahu 'anhu that the Prophet Sallallaahu 'alaihi wa Sallam once withheld the property of Muadz and sold it to pay off his debts. HR. Daruquthni. The hadith is shahih according to Hakim and mursal according to the tarjih Abu Dawud.

The Thought Policy of the Prohibition of Taking Wages In Akad Kafalah

The legal basis for not being allowed to take wages for kafalah is because the kafalah contract includes acts of virtue (social). Akad kafalah is a readiness to make a Qard contract with payments made by the guarantor and collection to the guaranteed party because it should not take advantage of Qard because it is usury. This can be clarified by looking at the final result of the kafalah bil ujroh contract which can only end in two possibilities [26], [40], [41].

1. If the makful 'anhu can pay his debt to the makful lahu and he continues to pay his kafalah wages to the kafil then the kafil does nothing but still earns wages.
2. If the kafil pays the debt of the makful 'anhu to the makful lahu and then asks for the return of the funds and the wages of the kafalah to the makful 'anhu, then this contract changes to be like a ribawi qordh contract which is haram according to the principles of Islamic banks.

So it is clear that it is not permissible to take wages for the guarantees given because the guarantee is a kafalah and kafalah includes a social welfare contract such as qordh even if it eventually asks for a return, and also because the kafalah is only a willingness to provide several loans, it is certainly more not allowed to take commissions from the loan.

As financing provided by Islamic Financial Institutions (LKS) to customers in obtaining benefits from a service, with a kafalah contract, it is a financing transaction, precisely debts, between the Bank and the customer. However, because in the Qardh contract, there is no ujrah or fee, then this kafalah contract can be a hilah (strategy) so that the Bank can get the ujrah or fee for what is called the kafalah contract [42].

Taking wages from the kafalah changes the nature of the contract from tabarru' (alms) or tautsiq (reinforcement of the contract) which is not entitled to wages to a mu'awadhah (commercial) contract, and this removes the purpose and role of the function of the kafalah contract. The Bank's relationship with customers is also not a ta'awun relationship, which is indeed based on social principles, not economic principles and benefits. In Akad Kafalah or dhaman, according to the fuqaha' of any madhhab, it is never stated with a fee, because the relationship that occurs between the parties, i.e. the guaranteed party (al-madhmun 'anhu), in this case, the customer, and the guarantor (al-dhamin), the Bank, is social and humanitarian [14], [43], [44].

Thus, the status fee obtained by the Bank from customers in this kafalah contract violates the fact of the kafalah itself. Therefore, the practice of kafalah in this bank guarantee further strengthens the conclusion, that changing the nature of the contract from tabarru' (social) which can later be used as a hilah (strategy), so that the fee on the bank guarantee is allowed [45].

The jurists have agreed on the prohibition of taking wages from the guarantee contract. This has become ijma' (consensus) among mutaqqoddimin scholars who forbid wages in the kafalah contract as follows:

Said Ibn Mundhir:

أجمع كل من نحفظ من أهل العلم على أن الحمالة يجعل يأخذة الحميل لا تحل ولا تجوز

"Some scholars we know agree that hamalah (kafalah) with wages taken by guarantors is not halal and should not be".

Implementation of Fatwa DSN -MUI for Sharia Bank Guarantee Products

Implementation of fatwa DSN MUI No: 11/DSN-MUI/IV/2000 concerning kafalah in sharia bank guarantee products. This guarantee contract (kafalah) contains an agreement between the Bank and the second party which is guaranteed and is completed with the testimony of the recipient of the guarantee. Banks can get rewards (ujrah / fees) agreed at the beginning, and expressed in a fixed nominal amount, not in the form of a percentage of the

guaranteed nominal value. Banks can also request collateral in the form of Cash Collateral, or other forms of guarantee for the value of the guarantee [46].

In this case, the object of the guarantee is required to must: (1) It is the obligation of the party requesting the guarantee (makful anhu); (2) The value and specifications are clear, inter alia, the currency used and the time of payment; (3) Not contrary to sharia; (4) If the customer (who asks for collateral/makful 'anhu) is unable to fulfil obligations to a third party (makful lahu), the Bank fulfils the customer's obligations to the third party by providing bailouts as financing on a qardh basis that must be settled by the customer [47].

In the case of its implementation at Bank Syariah Indonesia, for example, it can be implemented on various products ranging from tenders (Tender Guarantee / Bid Bond), refutation, down payment (Advance Payment Bond), performance (Performance Guarantee), maintenance (Retention / Maintenance Bond), payment, umrah/hajj, IATA. As long as the requirements are fulfilled in the form of submitting cover/collateral, filling out and signing the application and bank guarantee issuance contract, depositing fees and submitting the underlying issuance of bank guarantee.

Financing at Bank Syariah Indonesia can start from a nominal value of IDR 200 million to IDR 25 billion, following the contract between the customer and the recipient of the guarantee, with a period of return during the employment contract period, a maximum of 24 months following the contract period between the customer and the recipient of the guarantee. However, this guarantee can only be given to customers of legal entities, such as foundations, cooperatives, PT and so on, which have been running for at least 3 years, in the condition that the company's financial statements are not in a loss-making condition. The administration fee & and commission/fee according to the value and term of the bank guarantee [48].

Critical Analysis of Fatwa Implementation

In the case of this Islamic bank guarantee, according to the author's review, there is a difference between the fatwa and its implementation. As explained in the previous discussion, from the aspect of the DSN-MUI fatwa regarding this kafalah contract, there is nothing deviated, if the provisions of the wage or fee are clarified, namely the ability to receive administrative costs including rewards (ujrah) for permission to use the service facilities for issuing letters of guarantee (bank guarantee), all forms of fees mentioned above must be clearly and fixed, not attributed to the amount of the face value of the guarantee in the form of a percentage and term of the bank guarantee [49].

As for the fee for giving kafalah alone, the issuing bank may not receive fees from guaranteed parties. However, in its implementation, if we pay attention, there is a fee (ujrah) given by the customer to the Bank, because the Bank has provided a guarantee to the customer with administrative fees and commission fees/fees adjusted to the value and period of the bank guarantee, this is different from the sharia provisions regarding the Kafalah contract [15].

CONCLUSION

The results of this study concluded that there are similarities between qardh and kafalah whose original purpose was to help others, even if in the end they asked to be returned. So the similarity should have the same code of ethics as well in principle. There is no ethics in being allowed to owe as long as you intend to pay it back, and lenders (creditors) are arranged to provide convenience, then the guarantor (bank) is also encouraged to provide collateral to facilitate the transaction of debt receivables. In qardh, the haram law requires additional or beneficial benefits for creditors, whether additional nominal, services or other benefits, including usury. Likewise, its provisions in the kafalah contract, are not allowed to require additional from the value of the guarantee given. Real administrative costs can be charged by creditors to debtors, so it is also ethically permissible for the guarantor to be given appreciation for its guarantee

services. The administrative fee charged must be real directly, not a percentage of the property borrowed. For kafalah contracts, the Bank can get a reward (ujrah / fee) agreed upon at the beginning, and expressed in a fixed nominal amount, not in the form of a percentage of the guaranteed nominal value. Lenders (creditors) can ask customers (debtors) for guarantees when deemed necessary. Banks can also request collateral in the form of Cash Collateral, or other forms of guarantee for the value of the guarantee. The borrower (the debtor) may not give gifts or other benefits to the creditor unless there is a habit that runs between the two. The debtor may repay the loan better as a form of ethics of a Muslim who appreciates the help of others in the form of additional nominal, quality, benefits or gifts to the lender as long as it is given at the time of repayment and is not agreed upon in the contract or the existence of *urf* (custom). Likewise, in the kafalah contract, it is possible to ethically repay the kindness of the party who gave the gift with the same conditions given when repayment replacing the collateral loan that has been given at the time of repayment and there is an agreement in the contract.

Acknowledgements

We would like to thank all the team for their cooperation so that this research was completed and our highest gratitude and appreciation to the editors who have reviewed and reviewed this article to completion. Especially to the partner team from the Universitas Muhammadiyah Surakarta Indonesia and the American University of Beirut (AUB) Lebanon, Pukyong National University Busan South Korea, Al-Mustafa International University (MIU), Tehran Iran, and Alumni UIN Raden Mas Said Surakarta Indonesia, it can become a scientific work that can be a world reference.

Author Contribution

All authors contributed equally to the main contributor to this paper, some are as chairman, member, financier, article translator, and final editor. All authors read and approved the final paper.

Conflicts of Interest

All authors declare no conflict of interest.

REFERENCES

- [1] N. Aydin, "Islamic social business for sustainable development and subjective wellbeing," *Int. J. Islam. Middle East. Financ. Manag.*, vol. 8, no. 4, pp. 491–507, 2015, <https://doi.org/10.1108/IMEFM-09-2014-0097>.
- [2] O. Diallo, T. Fitrianti, and N. D. Tanzil, "Analysis of the influence of liquidity, credit and operational risk, in Indonesian Islamic bank's financing for the period 2007-2013," *Gadjah Mada Int. J. Bus.*, vol. 17, no. 3, pp. 279–294, 2015, <https://doi.org/10.22146/gamaijb.8507>.
- [3] A. Iskandar, B. T. Possumah, and K. Aqbar, "Peran Ekonomi dan Keuangan Sosial Islam saat Pandemi Covid-19," *SALAM J. Sos. dan Budaya Syar-i*, vol. 7, no. 7, 2020, <https://doi.org/10.15408/sjsbs.v7i7.15544>.
- [4] N. Mu'minah, "Zakat Profesi Di Indonesia: Sebuah Diskusi Perbandingan Perspektif Yusuf Al-Qardhawi Dan Didin Hafidhuddin Profession," 2016.
- [5] A. Kohar, "Gaya Kepemimpinan Dan Motivasi Terhadap Kinerja Pegawai Di Lembaga Amil Zakat Marhamah Maimanah," *J. Manaj. Pendidik. Islam*, vol. 1, no. 1, pp. 70–97, 2018, [Online]. Available: <https://doi.org/10.30868/im.v1i01.214>
- [6] B. A. Kustiawan, S. Rizky, and F. Yandi, "Tinjauan Hukum Islam dan UU No . 13 Tahun 2003 terhadap Sistem Kontrak Kerja Outsourcing di Bank Syariah Mandiri Cabang Bandung Dago," *Prosiding Huk. Ekon. syariah*, no. 13, pp. 769–772, 2003.
- [7] F. Wahyudi, "Mengontrol Moral Hazard Nasabah Melalui Instrumen Ta'Zir Dan Ta'Widh," *Al-Banjari J.*

- Ilm. Ilmu-Ilmu Keislam., vol. 16, no. 2, p. 25, 2017, <https://doi.org/10.18592/al-banjari.v16i2.1357>.
- [8] D. Hendarsyah, “Penggunaan Uang Elektronik Dan Uang Virtual Sebagai Pengganti Uang Tunai Di Indonesia,” *IQTISHADUNA J. Ilm. Ekon. Kita*, vol. 5, no. 1, pp. 1–15, 2016, <https://doi.org/10.46367/iqtishaduna.v5i1.74>.
- [9] S. H. Permana and M. A. Adhiem, “Development Strategy For Baitul Mal Wattamwil (Bmt) As An Alternative Financial Institution To Support Micro, Small, And Medium Enterprises,” *Kajian*, Vol. 24, No. 2, Pp. 103–112, 2019.
- [10] Y. M. Rahman, R. S. Bachro, E. H. Djukardi, and U. Sudjana, “Digital Asset/Property Legal Protection in Sharia Banking Financing and its Role in Indonesian Economic Development,” *Int. J. Crim. Justice Sci.*, vol. 16, no. 2, pp. 149–161, 2021.
- [11] I. Rahmatullah, “The legal protection of sharia financial technology in Indonesia (Analysis of regulation, structure and law enforcement),” *Int. J. Adv. Sci. Technol.*, vol. 29, no. 3, pp. 3086–3097, 2020.
- [12] W. Hidayat, “Analisis Hukum Islam Terhadap Malapraktik dalam Jual Beli Online,” 2019.
- [13] A. Haris and I. Zulehana, *Proceedings of the 1st International Seminar on Sharia, Law and Muslim Society (ISSLAMIS 2022)*, vol. 1. Atlantis Press SARL, 2022. <https://doi.org/10.2991/978-2-494069-81-7>.
- [14] S. N. Asia, M. M. S. Apriantoro, A. Amrin, S. Sya’roni, and R. Irfan Rosyadi, “Analysis of Islamic Economic Law on Fishing Pool Business in Indonesia,” *Demak Univers. J. Islam Sharia*, vol. 1, no. 01, pp. 01–09, Feb. 2023, <https://doi.org/10.61455/deujis.v1i01.7>.
- [15] I. F. Alidrus, “Nilai-Nilai Instrumental Ekonomi Islam Dalam Perbankan Syariah,” *Epistemé J. Pengemb. Ilmu Keislam.*, vol. 7, no. 2, 2012, <https://doi.org/10.21274/epis.2012.7.2.379-408>.
- [16] I. M. Musyrifin, “The Effect Of Halal Food Supply Chain Implementation To Solve The Problem Of Application In Indonesia,” In *The International Conference On Islamic Economics And Financial Studies*, 2019.
- [17] D. Rizki, M. Hamzah, Z. Fakhroh, and D. Hendri, “Best Practice Halal Integrity Management in The Logistic Chain Scheme: Analysis of Opportunities and Challenges,” *J. Islam. Econ. Laws*, vol. 6, no. 1, pp. 13–29, 2023, <https://doi.org/10.23917/jisel.v6i1.19867>.
- [18] I. Gunawan, *Metode Penelitian Kualitatif*. 2016, pp. 1–27. [Online]. Available: http://fip.um.ac.id/wp-content/uploads/2015/12/3_Metpen-Kualitatif.pdf
- [19] Lexy J. Moleong, *Metode Penelitian Kualitatif*. Bandung: Remaja Rosdakarya, 2006.
- [20] Sugiyono, *Metode Penelitian Kuantitatif, Kualitatif, Dan R & D*. Bandung: Alfabet. Cet.14, 2011.
- [21] Sugiono, *Metode Penelitian Bisnis Pendekatan Kualitatif, Kuantitatif dan R&D*. Bandung: Alfabeta, 2018.
- [22] Samsu, *Metode Penelitian (Teori & Aplikasi Penelitian Kualitatif, Kuantitatif, Mixed Methods, serta Research and Development)*, no. July. Jambi: Pustaka Jambi, 2020.
- [23] Moh. Nazir, *Metode Penelitian*. Bandung: Ghalia Indonesia, 2003.
- [24] Noeng Muhadjir, *Metode Penelitian*. Jakarta: Acamedia.edu, 2006.
- [25] A. G. Ihsan, “Pengembangan Ilmu Ushul Al Fiqh,” *Al-Ahkam J. Ilmu Syariah dan Huk.*, vol. 2, no. 2, 2017, [Online]. Available: <https://doi.org/10.22515/alakhkam.v2i2.1069>
- [26] M. Surahman and P. Adam, “Penarapan Prinsip Syariah Pada Akad Rahn Di Lembaga Pegadaian Syariah,” *Law Justice*, vol. 2, no. 2, pp. 135–146, 2018, <https://doi.org/10.23917/laj.v2i2.3838>.
- [27] S. N., “Manajemen Hutang Piutang (Kajian Analisis Terhadap Surah Al-Baqarah Ayat 282),” *Universitas Islam Negeri Ar-Raniry Banda Aceh 2021 M/ 1442 H*, 2021.

- [28] N. Yanti, “Memahami Makna Muhkamat Dan Mutasyabihat Dalam Al-Quran,” *Al-Ishlah J. Pendidik.*, vol. 8, no. 2, pp. 246–256, 2016.
- [29] S. Nahar, “Keberadaan Ayat Muhkam Dan Mutasyabih Dalam Al-Quran,” *Nizhamiyah*, Vol. Vi, No. 2, Pp. 1–18, 2016.
- [30] I. Z. Adibah, “Pendekatan Sosiologis Dalam Studi Islam,” *J. Inspirasi*, Vol. 1, No. 2, Pp. 1–20, 2017.
- [31] G. N. Kmr Et Al., “Jual Beli Online Yang Aman Dan Syar’i (Studi Terhadap Pandangan Pelaku Bisnis Online Di Kalangan Mahasiswa Fakultas Studi Islam Uniska Mab Banjarmasin),” *J. Ekon.*, No. 2019, Pp. 1–11.
- [32] R. Shafarni, “Implementasi Khiyar Dalam Jual Beli Barang Secara Online (Suatu Penelitian Terhadap Para Reseller Di Banda Aceh),” *Uin Ar-Raniri, Banda Aceh*, 2018.
- [33] Istianah, “Tinjauan Hukum Islam Terhadap Jual Beli Pakaian Bekas Di Pasar Beringharjo Yogyakarta,” *Az-Zarqa’*, Vol. 7, No. 2, Pp. 222–235, 2015.
- [34] Sukrianti Dan Hadi Daeng Mapuna, “Tinjauan Hukum Ekonomi Syariah Terhadap Transaksi Jual Beli Pada Online Marketplace Shopee Sukrianti,” *El-Iqtishady J. Huk. Ekon. Syariah*, Vol. 4, No. 1, Pp. 77–87, 2022.
- [35] M. S. Apriantoro, “The Epistemology of Ushul Fiqh Al-Ghazali In His Book Al-Mustashfa Min Ilmi al-Ushul,” *Profetika J. Stud. Islam*, vol. 2, no. 22, 2021, <https://doi.org/10.23917/profetika.v22i2.16668>.
- [36] Raudlatul Hidayah, “Adat Mbecek Dalam Acara Walimah Pernikahan Masyarakat Jawa Di Desa Kanamit Jaya Kec. Maluku Kab. Pulang Pisau (Tinjauan Hukum Islam),” 2010.
- [37] H. Naz et al., “Islamic fasting: cardiovascular disease perspective,” *Expert Rev. Cardiovasc. Ther.*, vol. 20, no. 10, pp. 795–805, 2022, <https://doi.org/10.1080/14779072.2022.2138344>.
- [38] F. A. Hudaefi, R. E. Caraka, and H. Wahid, “Zakat administration in times of COVID-19 pandemic in Indonesia: a knowledge discovery via text mining,” *Int. J. Islam. Middle East. Financ. Manag.*, vol. 15, no. 2, pp. 271–286, 2022, <https://doi.org/10.1108/IMEFM-05-2020-0250>.
- [39] H. Latief and A. Madjid, “Majlis Taklim and The Path Of Women’s Islamization In Indonesia,” *Muslim World*, vol. 112, no. 4, pp. 457–472, 2022, <https://doi.org/10.1111/muwo.12449>.
- [40] A. Muhtarom, “Implementasi Akad Murabahah Pada Produk Pembiayaan Kredit Pemilikan Rumah (KPR) di Bank Syariah Mandiri KC Bojonegoro Menurut Hukum Ekonomi Syariah,” *Magister Huk. Ekon. Syariah*, 2019, <https://doi.org/10.30651/justeko.v3i1.2960>.
- [41] P. Srisusilawati and N. Eprianti, “Penerapan Prinsip Keadilan Dalam Akad Mudharabah Di Lembaga Keuangan Syariah,” *Law Justice*, vol. 2, no. 1, pp. 12–23, 2017, <https://doi.org/10.23917/laj.v2i1.4333>.
- [42] I. N. Muflikha, S. Sya’roni, A. Alqahoom, and S. Pramana, “The Investment of Sharia Shares in Indonesia Stock Exchange Representative in Sharia Law Economic Perspective,” *Demak Univers. J. Islam Sharia*, vol. 1, no. 01, pp. 27–36, Feb. 2023, <https://doi.org/10.61455/deujis.v1i01.25>.
- [43] N. Hakim, B. M. Ahmad Muhammad Hamad Al-Nil, and M. S. Mubarak Bin Humaid, “Ethics of Buying and Selling Online Sharia Economic Perspective: Study of the Concept of Iqâlah,” *Demak Univers. J. Islam Sharia*, vol. 1, no. 01, pp. 18–26, Feb. 2023, <https://doi.org/10.61455/deujis.v1i01.22>.
- [44] N. Kurnia Putra, A. Amrin, M. M. Abu Zinah, M. Masuwd, and S. Subhan, “Consumption from an Islamic Economic Perspective: Study of Quranic Verses on Consumption,” *Demak Univers. J. Islam Sharia*, vol. 1, no. 01, pp. 37–45, Feb. 2023, <https://doi.org/10.61455/deujis.v1i01.21>.
- [45] M. S. Apriantoro, Yasir Hasanridhlo, Widhi Indira Laksmi, Leny Agustin, and M. Z. Husain, “A Barter System for Used Palm Oil Traders: Islamic Law Perspective,” *Demak Univers. J. Islam Sharia*, vol. 1, no. 01, pp. 57–66, May 2023, <https://doi.org/10.61455/deujis.v1i01.34>.
- [46] A. Budiono, “Penerapan Prinsip Syariah Pada Lembaga Keuangan Syariah,” *Law Justice*, vol. 2, no. 1, pp. 54–65, 2017, <https://doi.org/10.23917/laj.v2i1.4337>.
-

- [47] B. W. P. Muhammad Diaz Arda Kusuma, “Deconcentration Funds: Redistribution and Economic Growth in Indonesian Provinces,” in *The 19th Malaysia Indonesia International Conference on Economics, Management and Accounting (MIICEMA)*, 2018, pp. 1689–1699.
- [48] M. N. R. Al Arif, “Lembaga Keuangan Syariah: Suatu Kajian Teoritis Praktis.” p. 190, 2016.
- [49] E. Willya, A. B. B. Maronrong, and S. Mokodenseho, “The Enforcement of MUI Fatwa Number 1 of 2003 concerning Copyright for Merchants Selling Pirated VCD and DVD in Manado City,” *Al-Ahkam*, vol. 31, no. 2, pp. 183–202, 2021, <https://doi.org/10.21580/ahkam.2021.31.2.8638>.