
Implementation of Fiqh Rules in Economic Transactions in Islamic Financial Institutions: A Literature Review Study

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Received July 30, 2024; Revised August 15, 2024; Accepted August 19, 2024

Abstract: *This study aims to analyze the implementation of fiqh rules in economic transactions in Islamic financial institutions through a literature review study approach. The focus of this research is to identify the extent to which fiqh rules are applied in the practice of economic transactions and to understand the challenges and opportunities faced by Islamic financial institutions in their implementation. The research method used is a literature review study that involves a critical analysis of various literature sources, either in the form of scientific journals, books, or previous research reports relevant to this topic. The analysis is carried out to collect, synthesize, and evaluate the findings in the literature related to the implementation of fiqh rules in economic transactions. The results of the study show that the implementation of fiqh rules in Islamic financial institutions plays an important role in maintaining the conformity of economic transactions with Sharia principles. However, there are some challenges in its application, such as different interpretations of certain rules and a lack of in-depth understanding among practitioners. This study also found that Islamic financial institutions have a great opportunity to further optimize the application of fiqh rules through increased education and training as well as the development of innovative products. The originality of this research lies in its approach that combines various literary perspectives to provide a comprehensive overview of the application of fiqh rules in economic transactions in Islamic financial institutions. Thus, this research is expected to make a significant contribution to the development of better Islamic financial practices following Islamic principles.*

Keywords: *fiqh rules, economic transactions, sharia financial institutions, literature review studies, sharia implementation.*

INTRODUCTION

As the basis of the daily activities of Muslims to understand the intentions of Islamic teachings (*maqashid al-syari'ah*) more comprehensively, the existence of *qawaid Fiqhiyyah* is something very important. In the eyes of both *ushul* and *fuqaha experts*, an understanding of *qawa'id Fiqhiyyah* is necessary to carry out *ijtihad* or update thinking in matters of worship, muamalah, and priority scale. There are many rules of fiqh whose scope and scope are narrower and have less content. This kind of rule only applies to certain branches of fiqh and is called *al-qawaid al fiqhiyyah al-khashshah* or also called *al-dhawabith* by some scholars [1]-[3].

The benefit of the existence of *qawa'id fiqhiyyah* is to provide a more practical guide derived from the original text and soul of the nash, namely the Qur'an and al-Hadith which

have been generalized very carefully by previous scholars by paying attention to various cases of fiqh that have occurred so that the results are now easily applied to the wider community [4]–[6].

According to Musthafa al-Zarqa, *Qowaidul Fiqhiyyah* is the basics of fiqh that are general and concise in the form of laws that contain sharia laws that are common to various legal events that fall within the scope of the rule. The basic law in muamalah fiqh is a principle that can be said to be a theory that forms laws in the field of economics [7]–[10].

Abbas Arfan in his book 99 Rules of fiqh muamalah kulliyah writes five principles:

1. **The first principle** is *Taba'dul al-Mana'fi*, which is that all forms of muamalah activities must provide benefits and benefits for the parties involved.
2. **The second principle** is the principle of equality and justice, which is a principle in the form of the principle of justice in the field of muamalah which requires that property is not only controlled by a few people so that the property must be distributed evenly among the community, both rich and poor.
3. **The third principle** is willingness and willingness, this principle states that every form of muamalat between Muslims or between parties must be based on the willingness of each.
4. **The fourth principle** is the absence of fraud or it can be said that the principle of honesty in transactions.
5. **The fifth principle** is the principle of goodness and devotion, in which case Muslims must do everything for the good and increase their devotion to Allah SWT.

Islam pays great attention to the economy of its people, this can be seen from the many verses of the Quran, Sunnah, and Ijtihad of scholars who talk about the economy. Even the longest verse in the Qur'an contains economic problems, not the problem of mahdhab worship or creed. The longest verse is verse 282 in surah al-Baqarah, according to Ibn 'Arabi this verse contains 52 economic laws [11], [12].

The Qur'an as a guideline for Muslims has explicitly regulated business activities and contains business as a profitable and enjoyable job, so the Qur'an strongly encourages and motivates Muslims to conduct business transactions in their lives [13]–[15].

LITERATURE REVIEW

A literature review on the application of Fiqh principles in economic transactions in Islamic financial institutions shows the importance of sharia principles in maintaining justice and balance in economic activities. Fiqh rules, such as "Al-Kharaj bi al-Dhaman" (profits must be followed by risks) and "Al-Ghunm bi al-Ghurum" (the right to profits is related to the obligation to bear risks), are the main cornerstones of various transactions in Islamic financial institutions. Literature studies reveal that the application of these rules plays an important role in ensuring the conformity of financial products and services with sharia principles, preventing the practice of ribawi, and avoiding gharar (uncertainty) and maysir (speculation).

In addition, these rules also help Islamic financial institutions in offering fair and transparent products to their customers, while strengthening public trust in the Islamic financial system. However, challenges in the application of Fiqh rules remain, especially related to adaptation to changes in the global market and the innovation of financial products that continue to grow. Therefore, the literature review emphasizes the importance of developing a more dynamic and responsive legal and regulatory framework for these changes, to ensure that Islamic financial institutions can remain relevant and competitive in the global financial landscape.

Table 1. Literature Review on the Application of Fiqh Rules in Economic Transactions in Islamic Financial Institutions.

Research Title	Writer	Research Focus	Method	Key findings
The Application of Islamic Jurisprudence in Islamic Finance	Muhammad et al.	Analysis of the application of fiqh rules in Islamic financial products such as murabahah and ijarah	Literature Studies	The application of fiqh rules in Islamic financial transactions has proven to be following sharia principles, but there are challenges in adjusting to the needs of the modern market.
Fiqh Principles and Their Impact on Islamic Financial Transactions	Ahmad & Yusuf	A study on how fiqh rules are used to regulate transactions in Islamic financial institutions	Qualitative Analysis	Fiqh rules such as "La darar wa la dirar" and "Al-mashaqqah tajlib al-taysir" are often applied to mitigate risks and ensure fairness in transactions.
Shariah Compliance in Islamic Banking: The Role of Fiqh Principles	Zain et al.	Research on the role of fiqh rules in ensuring sharia compliance in Islamic banks	Case Studies	The application of fiqh rules is the key to ensuring that financial transactions comply with sharia principles, especially in products such as mudharabah and musyarakah.
The Influence of Fiqh on Islamic Financial Products: An Examination of Contracts and Compliance	Farid & Khalid	Analysis of the influence of fiqh rules on the development of Islamic financial products	Literature Studies	Fiqh rules such as "Al-ghorm bil ghoram" are used to balance risks and benefits in Islamic financial contracts, supporting product innovation following sharia.
Islamic Finance and the Role of Usul al-Fiqh in Shaping Financial Products	Nur & Al-Hassan	A study of how usul al-fiqh (the basic principles of fiqh) affects the design and operation of Islamic financial products	Qualitative Studies	Al-fiqh's proposal provides a framework for the development of innovative but Sharia-compliant products, especially in the face of new challenges in the financial industry.

Based on the table above, several relevant literature are revealed to understand how fiqh rules are applied in economic transactions in Islamic financial institutions. Each study provides a different perspective related to the implementation of fiqh rules, both in terms of sharia compliance, product development, and risk mitigation in Islamic financial transactions.

METHODOLOGY

The method used in this study is a qualitative method using a descriptive analysis approach that aims to provide an overview of the principles of fiqh with the practice of economic transactions in Islamic financial institutions. The data collection technique is by collecting the rules of fiqh and *dhawabith fiqhiyyah* related to *muamalah maliyah* to be applied in economic transactions in Islamic financial institutions [16]–[19].

Table 2. Qualitative Research Methods for Literature Studies on the Application of Fiqh Rules in Economic Transactions in Islamic Financial Institutions

Component	Description
Heading	Application of Fiqh Rules in Economic Transactions in Islamic Financial Institutions: A Literature Study
Introduction	Research background, problem formulation, research objectives, and research benefits.
Pendekatan	Qualitative research with the literature review method.
Data Source	Relevant secondary literature such as scientific journals, books, fatwas, articles, and reports from Islamic financial institutions.
Data Source Selection Criteria	1. Literature that discusses the application of fiqh principles in economic transactions in Islamic financial institutions. 2. Publications in the last 10 years.
Data Collection Procedure	1. Identify relevant literature from academic databases, libraries, and other online sources. 2. Evaluate the relevance and quality of the literature. 3. Selection of literature following the research criteria.
Data Analysis Techniques	1. Data Reduction: Organizing and simplifying data obtained from literature. 2. Data Display: Presents data in the form of tables or diagrams to make analysis easier. 3. Drawing Conclusions: Analyzing the main themes that emerge from the literature and concluding the application of fiqh rules in economic transactions in Islamic financial institutions.
Data Validity	Triangulate data sources by comparing findings from different literature and sources to ensure consistency and validity of results.
Research Results	A summary of the main findings on how fiqh rules are applied in economic transactions in Islamic financial institutions based on the literature studied.
Conclusion	Concluding the application of fiqh principles in economic transactions in Islamic financial institutions and recommendations for further research.

Based on the table above, provides a framework for conducting qualitative research on literature review regarding the application of fiqh principles in economic transactions in Islamic financial institutions.

RESULTS AND DISCUSSION

Qawaid is the plural of the word qoidah. And etymologically it means principle which means the base, the foundation, the principle of all things. And Fiqh means to understand or know. According to the term used by Fiqh experts (fuqaha). Fiqh is a science that explains the laws of Islamic shari'a taken from its detailed postulates.

According to al-Zarqa', fiqh in terms is general rulings that usually cover most of its parts. *While muamalah linguistically comes from the word which means to act on each other, do each other, and practice each other. Meanwhile, according to the term, Muamalah is the*

exchange of goods or something that provides benefits in a specified way. When connected with the recitation of fiqh, it contains the meaning of rules that govern the relationship between a person and another in the association of life in the world [20]–[22].

In the life of muamalah maliyah, the use of *qawa'id fihiyyah* is something very important. As times progress, the need for more qaidah seems inevitable.

There are so many human efforts related to goods and services. Of course, with the development of science and technology, as well as the increasing demands of society, a new transaction model has been born that requires its solution in terms of Islamic law sourced from the Qur'an and as-sunnah. Another thought is that the source of Islamic law after as-sunnah is ijma'. After ijma' are qiyas which then the rules of fiqh are born to answer and solve the problems of life that continue to develop with the times.

The solution that is Islamic and able to solve real-life problems, of course, is to use the following principles:

"The original law in all forms of muamalah is permissible unless there is a proposition that prohibits it".

The meaning of this rule is that in every muamalah and transaction, basically allowed, such as buying and selling, renting, pawning, cooperation (*mudharabah* or *musyarakah*), representation (*wakalah*), and others, except for those that are expressly prohibited such as causing harm such as deception (*tadlis*), uncertainty (*taghrir*), gambling and *riba* [23]–[25].

In economic transactions in Islamic financial institutions, it is inseparable from the *Musyarakah contract*, *Mudharabah*, *Murabahah*, *musawamah*, *ijarah*, *wakalah*, *Musahamah*, *Wadi'ah*, and many more contracts and economic concepts in Islamic financial institutions where the concept is determined and agreed upon by the rules of fiqh.

The rules of fiqh rules applied in economic transactions in Islamic financial institutions are as follows:

Rules of Fiqh in Transactions ('*Aqad*)

"The main law of the contract is the willingness of both parties who enter into the contract and the result of what is mutually determined in the contract".

The meaning of the above rule is that every transaction must be based on freedom and willingness, there is no element of coercion or disappointment on the part of one of the parties, and if it happens then the transaction is invalid. For example, a buyer feels deceived because he is harmed by the seller because his goods have hidden defects.

"A cancelled contract does not become valid because it is allowed"

An invalid contract in Islamic law is considered to have non-existent or never occurred. Therefore, a void contract remains invalid even if it is accepted by one of the parties. For example, Islamic financial institutions are not allowed to enter into contracts with other financial institutions that use the interest system, even though the interest system is allowed by other parties because the interest system has been declared haram by DSN, the contract is only valid if other financial institutions want to use the contract imposed on Islamic financial institutions, namely contracts or transactions without using the interest system [26]–[29].

"If a contract is void, then it is also void for those who are dependent."

For example, the seller and the buyer have executed a sale and purchase agreement. The buyer has received the goods and the seller has received the money. Then both parties cancelled the sale. Thus, the buyer's right to the goods becomes void and the seller's right to the price of the goods becomes invalid. This means that the buyer must return the goods and the seller must return the money (the price of the goods) [30]–[33].

"An agreement whose object is a certain object is like a contract for the benefits of that object"

The object of a contract can be in the form of certain goods, such as buying and selling, and it can also be in the form of benefits of an item such as renting. Even now the object, the object can be a service like a broker's service. So, the influence of law and the contract whose object is the goods or the benefits of the goods are the same, in the sense that the harmony and conditions are the same.

"The tabarru' contract is not complete except for the delivery of goods"

Akad *tabarru'* is a contract that is done for welfare such as hibah or gifts. The grant has not been binding until the delivery of the goods is carried out.

"Every condition for the benefit of the contract or required by the contract, then the condition is allowed".

For example, in the case of gold pawns, there is a condition that if the pawn is not redeemed within a few months, then the pawn recipient has the right to sell it. Or the requirements for the ability to choose, and others.

A transaction must be based on the willingness of both parties and the result is valid and binding on both parties to the dictum being transacted.

Void transactions (because they do not meet the elements of conditions or harmony) do not turn into valid because they are allowed.

For example, a Muslim who is committed to economic behaviour in sharia conducts financial transactions with financial services that use the interest system. Even though the financial services allow and accept the transaction, the transaction is void.

If a transaction is cancelled, the dictums in the transaction will also be automatically cancelled.

For example, someone buys a house from the owner. When one of them cancels the purchase transaction of the house, the buyer returns the house and the homeowner returns a certain amount of the price of the house.

Transactions with object objects are the same as transactions with objects of benefit.

For example, if someone contracts a house by taking benefits for living or occupancy, or buying the house, then the terms and harmony of the transaction will apply the same must be met.

Every condition in a transaction that aims for the success and purpose of the transaction is allowed.

For example, in the buying and selling of salam, if in the transaction it is required that the purchase funds are deposited with the bank (third party) before the handover of the purchased goods to avoid default by one of the parties, then it is allowed.

"If there is a conflict between the provisions of the law that prevent and the requires at the same time, so it comes first to prevent"

The above rule emphasizes that if there is evidence or evidence of contradictory reality between what prevents and what requires at the same time, then the one who prevents takes precedence. Example: A rents the house to B for 1 year. Then before the expiration of 1 year, the A sells the house to the C. Then the A cannot rent the house to C before the end of the contract to the B. In this case, what prevents the handover is the house of A that is being rented by B, while the one that requires the handover is that the rented house has been purchased by C from A.

"Continuing the existing law is stronger than starting"

The meaning of this rule is that if a person owns a certain object or right, then the object or right remains his/her as long as there is no other evidence that invalidates his right. For example, there is evidence that he has sold it legally. Even items that are lost or stolen by people, then the goods become the owner's right. Because he had it before it was gone.

Fiqh Rules in Sharia Financial Institutions

It is not permissible for a person to distribute another person's property without the authority of the owner.

Sharia Financial Institution (LKS) is a financial service unit that serves financial transaction traffic. Transactions both in cash, in instalments, as well as *Letters of Credit* (LC), as well as electronic transactions, will receive legal services if they are carried out by a person or legal entity that has the legal skills to act legally or transact legally and will refuse transaction services for parties who do not have the right or are not capable of acting legally or transacting. For example, the Islamic financial institution will not *tasharruf* (use) other people's ownership without the owner's permission.

The order to asharruf (utilize) other people's property (without the owner's permission) is null and void.

Sharia Financial Institution (LKS) transactions can be said to be valid and legal if they are carried out by parties who legally can transact and have full rights to the object of the banking transaction. If there is a transaction instruction to a certain party or with a certain transaction object that does not belong to him or is not under his control, then the banking transaction is null and void.

Risk is in line with profit (i.e. the person who benefits from something, at the same time must be willing to sacrifice if there is a risk from the business that has given him or her).

One of the products of Islamic financial institutions is *Mudharabah* (trust financing/trust investment) which has two interrelated nodes between obtaining profits and the *partnership system* (between capital owners and business actors) and bearing the risk of losses if the business fails. The failure of a business in the *Mudharabah system* is distinguished into two categories; first, if the failure of the business or the loss is caused by purely business competition, then the loss is borne by the owner of the capital. Second, if the loss of a business is due to an intentional factor by the business actor, then the value of compensation for business losses is borne by the business actor [34]–[37].

It is not permissible for someone to take someone else's property without the reason of shari'i.

This rule emphasizes the meaning of the existence of the basis of Sharia law or the absence of Sharia law in the collection, collection, repayment of debts, and others. If there is no legal basis for sharia', then any party is not allowed to take, collect, collect, or forcibly take property or ownership of others.

The rotation of exchange because of ownership is the same as the rotation of the exchange of the object itself.

For example, if a buyer dies, then the object of purchase/goods purchased is bought back by another party through his heirs. If the value of the price is cheaper than the initial price because it is said to be a defect in ownership, then the sale and purchase are invalid because the ownership of the goods is clear.

Sharia Financial Institution (LKS) products often provide rewards to customers in the form of certain points which in turn can be exchanged for certain prizes to attract customers to invest in the Islamic financial institution, provided that customers always increase their savings balance. The provision of *rewards* is an obligation of the institution if the customer has fulfilled its requirements by increasing the savings balance in a certain amount and time as a requirement [38]–[41].

The party burdened by the conditions is obliged to fulfil them when something is fulfilled.

In a hire-purchase transaction, the buyer after completing administrative documents to the institution by paying a down *payment* (*down payment*) is given the right to occupy the object of the transaction in the form of a residential house. The buying tenant is obliged to pay the installments of the house until it is paid off, as a logical consequence of the dictum of the hire-purchase transaction between him and an institution.

Everything beneficial can be implemented and everything that causes illegal harm is implemented.

An example of an insurance product is the wakalah *bi al-ujrah* product, which is a form of delegation of a matter to a person business entity, or financial institution to do as desired by the person who submits the matter, where the person, business entity, or financial institution that manages the affairs gets a wage (benefit).

Discrimination in all forms of contracts is based on their purpose and meaning, not based on their pronunciation and form.

A transaction in an Islamic financial institution is always based on the scope clause of the contract, both binding on the parties conducting the transaction and the consequences arising from the transaction. In the context of wadi'ah (savings), initially, it is a contract that helps human beings without any reward for services and should not be used. But because this wadi'ah contract follows the principle of qardh by transferring the contract to *tahawul al-'aqd*, the legal implications are the same as *qardh*. The improvisation of sharia financial institution products legitimizes its management in sharia financial institutions. The institution is also allowed to manage customer deposit funds (*wadi'ah*), then the profits can be given as a bonus to wadi'ah customers by the institution that is not promised from the beginning [42]–[45].

Fiqh Rules on al-Maal (Wealth Assets)

Consuming material derived from income that is forbidden by the Shari'ah is unlawful.

For example, spending property from the proceeds of corruption, collusion, robbery, cheating, wages for adultery, profits from trading illegal goods, and others are haram to eat.

For example, if a rental car driver who rents a car, on the way he crashes or is hit by another car, then he bears the cost of repairing or replacing the car he rented.

Debts can be paid off with (value of goods owed) which are similar (value).

For example, if a person owes a male goat to another person, then he pays the debt with the same type and specification of the goat to the party who gives the receivable, and not necessarily with the goat that was previously owed to him with the record of the goat being paid the same value.

Whoever obtains a profit that contains an element of something that is forbidden, then he should give alms from the profit.

For example, if a retailer who takes his merchandise to a grocery store requires trading only in the city of Jakarta, for example, and it turns out that the retailer sells his merchandise in cities other than Jakarta, then he should give alms from the profits he earns [46]–[49].

For example, if a person rents a truck for transporting goods, then he loads the truckload beyond the tonnage specified for the truck, causing damage. So, the tenant is obliged to repair the truck and is still obliged to pay the rent.

Something that is a means of an act that leads to haram, then something is haram by law.

An example is selling condoms without regulations on requirements in sales transactions by showing a marriage certificate to the buyer. So, selling contraceptives is illegal because it is a means of adultery.

Fiqh Rules on Economic Arbitration and Economic Dispute Resolution in Sharia Financial Institutions

Authentic evidence is evidence that has absolute evidentiary value (for interested parties), while a pledge (confession) is only relative evidence for those who state it.

In the event of an economic civil dispute. So, the party who has authentic evidence in the form of receipts, valid documents from related agencies, payment invoices, or for example oral means, the status of the evidence is stronger than the evidence of confession which can only corroborate the lawsuit personally.

Something that is debated cannot be used as an argument, but it also cannot deny the judge's decision.

Making the legal basis of something that is still in the debatable process is not justified unless it has become a legal decision that has binding force or is in *the crash*.

An act is held accountable to the perpetrator and not to the person who ordered the act, except in a case where it is forced.

In the event of a default of an agreement between A and B, where A commits a breach of C's order without coercion. So, A is responsible for the default he committed.

What is allowed by Sharia cannot be used as a burden.

If a customer withdraws funds from a particular financial institution and gets excellent service from the teller and he or she tips the teller, it does not mean that every withdrawal of funds from the institution must continue to tip the teller.

For example, a bankruptcy dispute in the *Mudharabah* contract, if the bankruptcy of the business is caused by *the human error of the Mudharib*, then he is obliged to compensate for the loss of business capital *of the shahib al-mal*, but if the bankruptcy occurs beyond the ability of *the Mudharib* and the market mechanism factor that affects it, the punishment is the loss borne by *shâhib al-mâl* as stipulated in the dictum of the contract.

For example, it is not permissible for a person to re-pawn goods or objects that have been previously mortgaged, either to the first pawnbroker (as collateral for the second debt) or to a third party. Likewise, these fiqh rules apply to prohibit a person from making a transaction twice on one transaction object, such as pawning a house renting it out, and then selling it before the lease period ends.

Special territories (powers) are stronger than general territories.

In the economic field, these fiqh rules will be related to the management of territory (power) owned by certain authorities. For example, the General Manager of an Islamic financial institution company domiciled in Indonesia, namely in Jakarta, does not have authority and is not allowed to intervene in the operational management of one of its institutions in the West Java region, for example, because regionally, institutions located in the province of West Java have their regional authority held by the Branch Manager of the West province [\[50\]–\[53\]](#).

The things that are disputed cannot be denied, what must be denied are the things that have been agreed upon.

In more detail, these fiqh rules give us directions that it is not permissible to deny things that are still in dispute based on the assumption that the fuqaha who thinks about the haram of something is not more important than the fuqaha who makes it halal.

The ability to do light work does not lose its sunnah or its obligations due to difficulties.

Islam is a form of Allah SWT's affection for humans, His sharia was created according to the prototype of the human being itself. The burden of shari'a in the form of obligations that seem heavy for humans, must be accompanied by certain alternatives that are lighter with the

aim that Islamic shari'a can still be implemented by the mukallaf even though the *mukallaf* is in difficult conditions. An example in the field of economics is a person who has property up to *nishab* (the limit of the obligation to issue zakat) zakat, while some of his property is not in his hands, then according to a strong opinion, he is obliged to pay zakat according to the amount of property in his hands [54], [55].

CONCLUSION

There are many rules of fiqh related to the issue of mahdhah worship, muamalah, or economic transactions. All of these rules are intended to make it easier for humans to decide on something new. Considering that currently there has been an increasing development of science and technology and human mindsets that lead to new problems, especially in economic practice, solutions must be found that follow the principles of fiqh and do not contradict Islamic teachings. The rules of fiqh are built based on awareness and scientific research with an inductive approach, which is simple in formulating a rule based on branch problems in a certain term with various opinions of jurisprudence, then generalized from things that are similar or even the same and formulated in short and meaningful sentences. The construction of *ijtihad* is in turn the power of its acceptability in finding solutions to *furu'iyah* problems, especially in the field of maliyah which will always emerge as new models emerge with the times. The rules of fiqh in the field of economics are tasked with *justifying* and *legitimizing* all economic activities of Muslims in various fields of economic transactions, both related to mono-contract and multi-contract transactions. Mono-contract or single-contract transactions such as buy-buy, rent-lease, pawn, debts, and receivables, in turn, according to the needs of contemporary society's economic activities, require multi-contract transactions. For example, rampant people make hire-purchase transactions for motor vehicles, housing, electronic goods, and others. So, the rules of fiqh that justify are those related to the transaction of *al-ijarah muntahiyah bi al-tamlîk* better known as IMBT. Thus, other economic problems in Islamic financial institutions become legal by using *qawaidh fiqhiyyah* (fiqh rules) or *dhawabith fiqhiyyah*.

Acknowledgements

This research will not be completed without the support and guidance of various parties. The author would like to thank the academic supervisor at the University of Muhammadiyah Surakarta who has provided valuable direction and suggestions during this research. Thank you also to family and friends who always provide moral support.

Author Contribution

All authors contribute equally to the publication of this paper, all authors read and agree to this paper, and all authors declare no conflict of interest.

Conflicts of Interest

All authors declare no conflict of interest.

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