

**RELIGIOUS FIGURES' OPINION ON DEBTS IN ARISAN UNDER  
PERSPECTIVE OF SHARIA CONTRACT LAW**

**Study in Wage Taman Sidoarjo**

**THESIS**

**By:**

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**SHARIA FACULTY**

**STATE ISLAMIC UNIVERSITY OF MAULANA MALIK IBRAHIM**

**MALANG**

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**By:**

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**MALANG**

**2019**

**STATEMENT OF THE AUNTENTICITY**

In the name of Allah (swt),

With consciousness and responsibility towards the development of science, the author declares that the thesis entitled:

**RELIGIOUS FIGURES' OPINION ON DEBTS IN *ARISAN* UNDER  
PERSPECTIVE OF SHARIA CONTRACT LAW**

**Study in Wage Taman Sidoarjo**

is truly the author's original work. It does not incorporate any material previously written or published by another person. If it is proven to be another person's work, duplication, plagiarism, this thesis and my degree as the result of this action will be deemed legally invalid.

Malang, 29<sup>th</sup> October 2019

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## APPROVAL SHEET

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### RELIGIOUS FIGURES' OPINION ON DEBTS IN *ARISAN* UNDER PERSPECTIVE OF SHARIA CONTRACT LAW

Study in Wage Taman Sidoarjo

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## MOTTO

*When we have Allah, we have everything.*



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All praise due to Allah, the Cherisher and Sustainer of all the worlds. There is neither might nor power but with Allah the Great, the Exalted. With only His Grace and Guidance, this thesis entitled “Religious Figures’ Opinion on Debts in *Arisan* Under Perspective of Sharia Contract Law Study in Wage Taman Sidoarjo” could be completed, and also with His benevolence and love, peace and tranquility of the soul. Peace be upon the Prophet Muhammad (saw) who had brought us from darkness into the light, in this life. May we be together with those who believe and receive intercession from Him in the day of Judgement. Amîn.

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Hopefully, by imparting what has been learned during the course of study in the Faculty of Sharia of State Islamic University, Maulana Malik Ibrahim Malang, it will benefit all readers and the author himself. Realizing the fact that error and weakness is impartial to being human, and that this thesis is still far from perfection, the author appreciates constructive criticism and suggestions for the improvement and betterment of this thesis.

Malang, 29<sup>th</sup> October 2019

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## TRANSLITERATION GUIDANCE

### A. General

The transliteration guidance which is used by the Sharia Faculty of The State Islamic University of Maulana Malik Ibrahim Malang is the EYD (*Ejaan Yang Disempurnakan*). This usage is based on the Consensus Directive (MORA) from Ministry of Religious Affairs, Education and Culture Ministry of the Republic of Indonesia, dated January 22 1998, No. 158/1987 and 0543.b/U/1987, which is also found in the Arabic Transliteration Guide book, INIS Fellow 1992.

### B. Consonants

Arab	Latin	Arab	Latin
ا	A	ط	Th
ب	B	ظ	Zh
ت	T	ع	'
ث	Ts	غ	Gh
ج	J	ف	F
ح	H	ق	Q
خ	Kh	ك	K
د	D	ل	L
ذ	Dz	م	M
ر	R	ن	N
ز	Z	و	W

س	S	ه	H
ش	Sy	ء	'
ص	Sh	ي	Y
ض	DI		

### C. Vocal, Long-pronounce, and Diphtong

In every written Arabic text in the latin form, its vowels *fathah* is written with “a”, *kasrah* with “i”, and *dlommah* with “u”, whereas elongated vowels are written as such:

Elongated (a) vowel = â                      example قال becomes *qâla*

Elongated (i) vowel = î                      example قيل becomes *qîla*

Elongated (u) vowel = û                      example دون becomes *dûna*

Specially for the pronouncing of *ya' nisbat* (in association), it cannot represent by “i”, unless it is written as “iy” so as to represent the *ya' nisbat* at the end. The same goes for sound of a difting, *wawu* and *ya'* after fathah it is written as “aw” da “ay”. Study the following example:

Diftong (aw) = و                      example قول becomes *qawlun*

### D. Ta' Marbûthah (ة)

*Ta' marbûthah* is transliterated as “t” if it is in the middle of word, but if it is *Ta' marbûthah* in the end of word, it transliterated as “h”. For example: الرسالة المدرسة will be *al-risalat li al-mudarrisah*, or in the standing among two words that in the form *mudlaf and mudlafilayh*, is

transliterated as “t” which is enjoined with the previous word, for example

في رحمة الله *fii rahmatillah.*

### E. Auxiliary Verb and *Lafadh al-Jalalah*

Auxiliary verb “al” (أ) write with lowercase form, except if it located at the beginning of word, while “al” in *lafadh al-jalalah* which located in the middle of two words or being or become *idhafah*, it removes from writing. Study the following:

1. Al-Imâm al Bukhâriy said...
2. Al- Bukhâriy explains, in the prologue of his book...
3. *Masyâ Allâh kâna wa mâ lam yasya' lam yakun.*
4. *Billâhi 'azza wa jalla.*

### F. Name and Arabic Word in Indonesian

In principle, every word derived from Arabic must be written using a transliteration system. If the word is an Arabic name from an Indonesian or an Indonesianized Arabic language, it does not need to be written using a transliteration system. Consider the following example:

“... Abdurrahman Wahid, the fourth former Indonesian President, and Amin Rais, former Chair of the MPR at the same time, has made an agreement to eradicate nepotism, collusion and corruption from the face of Indonesia, one of the ways is through intensifying prayers in various government offices, but...”

Note the writing of the name “Abdurrahman Wahid,” “Amin Rais” and the word “salat” written using Indonesian language procedures that are

tailored to the writing of his name. Even if these words come from Arabic, they are Indonesian names and are Indonesianized, therefore they are not written by “Abd al-Rahman Wahid”, “Amîn Raîs”, and not written with “shalât.”



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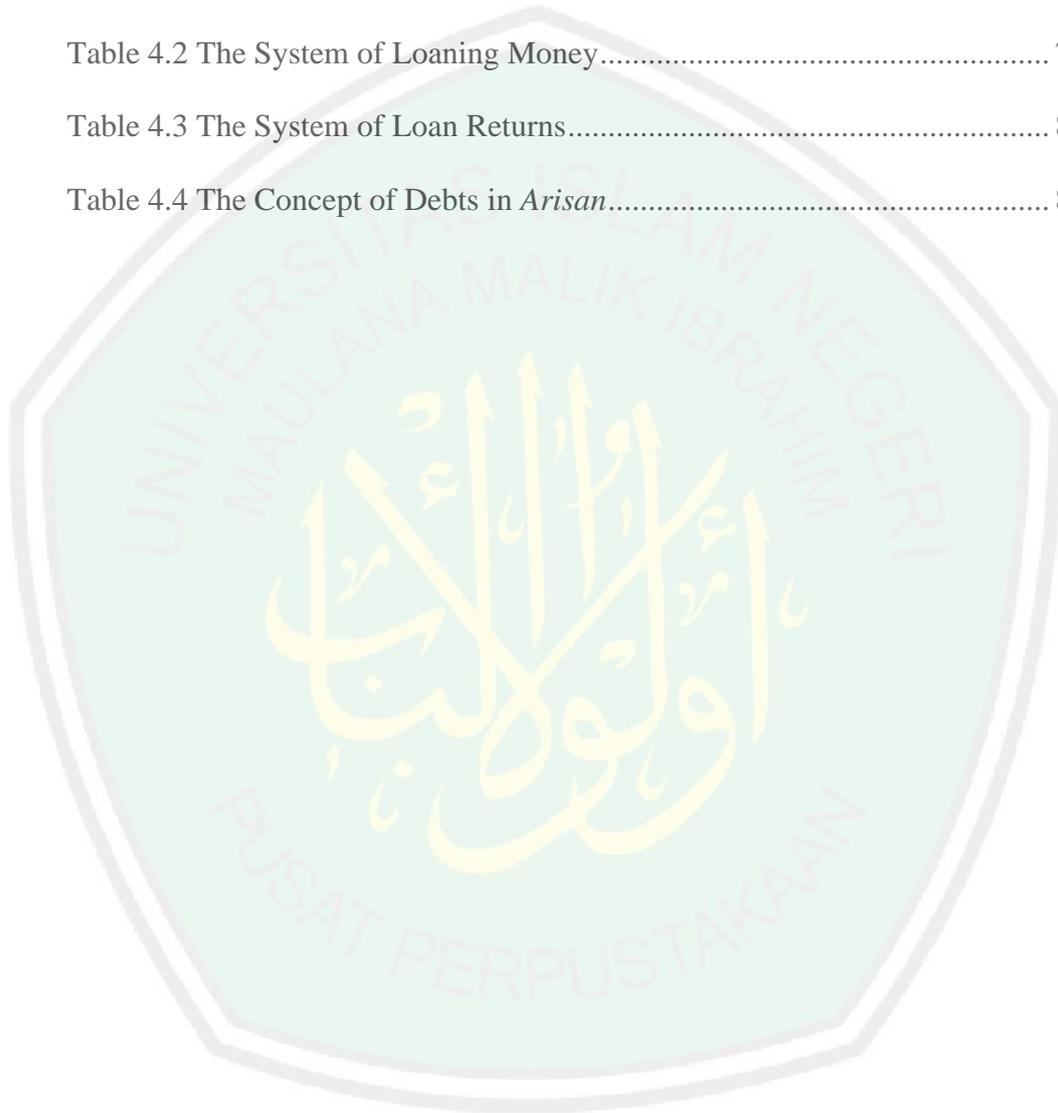
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## ABSTRAK

Dewi Amrom Musta'idah, 15220090, *Pandangan Tokoh Agama pada Hutang Piutang dalam Arisan Perspektif Hukum Kontrak Syariah Studi di Wage Taman Sidoarjo*. Skripsi, Jurusan Hukum Bisnis Syariah, Fakultas Syariah, Universitas Islam Negeri Maulana Malik Ibrahim Malang, Pembimbing: Dr. H. Nasrulloh, Lc, M.Th.I

**Kata Kunci:** Pandangan Tokoh Agama, Hutang Piutang, Arisan, Hukum Kontrak Syariah.

Utang piutang merupakan salah satu bentuk muamalah yang bersifat *ta'awun* atau tolong menolong. Utang piutang dikenal dengan sebutan *qardh* dalam *fiqh muamalah*, yaitu kegiatan pinjam meminjam barang atau harta antara pihak yang memberikan pinjaman (*muqridh*) dengan pihak yang diberi pinjaman (*muqtaridh*). Seperti halnya yang terjadi di Desa Wage, Kecamatan Taman, Kabupaten Sidoarjo, terdapat kegiatan utang piutang dalam arisan. Sistem arisan tersebut dalam pelaksanaannya lebih condong pada sistem tabungan, karena pihak anggota arisan menabung selama 48 minggu kemudian dibagikan kembali ketika telah jatuh masa pembagiannya. Selama uang arisan belum dibagikan, pemilik arisan menghutangkan uang tersebut kepada anggota arisan dan non anggota arisan.

Dalam penelitian ini, terdapat dua rumusan masalah yaitu: 1) Bagaimana praktik utang piutang dalam arisan di Desa Wage Kecamatan Taman Kabupaten Sidoarjo? 2) Bagaimana perspektif hukum kontrak syariah terhadap pandangan tokoh agama tentang praktek utang piutang arisan di Desa Wage Kecamatan Taman Kabupaten Sidoarjo? Penelitian ini tergolong ke dalam jenis penelitian empiris (*field research*). Jenis pendekatan penelitian yang digunakan adalah pendekatan yuridis sosiologis. Metode penentuan subyek yang digunakan adalah *purposive sampling*. Metode pengumpulan data yang digunakan dengan cara wawancara dan dokumentasi.

Hasil penelitian ini menunjukkan bahwa praktik utang piutang dalam arisan yang terjadi di Desa Wage, Kecamatan Taman, Kabupaten Sidorjo dilakukan tanpa adanya izin dari anggota arisan dan pemilik arisan sebagai pihak *muqridh* mensyaratkan adanya tambahan dalam pengembalian pinjaman. Hal ini menjadikan utang piutang tersebut tidak sesuai dengan syariat Islam. Hukum praktik hutang piutang ini menurut pandangan tokoh agama tidak diperbolehkan. Alasan tokoh agama tidak memperbolehkan utang piutang tersebut karena adanya tambahan yang disyaratkan dalam pengembalian pinjaman dan utang piutang tersebut menggunakan uang anggota tanpa adanya izin dari pihak anggota arisan pada saat awal akad. Menurut hukum kontrak syariah terhadap pandangan yang dikemukakan oleh tokoh agama tersebut, penggunaan uang arisan diperbolehkan meskipun tidak disebutkan dalam akad karena termasuk dalam *wadi'ah yad dhammanah*. Yaitu pihak *wadii'* dapat menggunakan uang yang dititipkan tanpa kesepakatan terlebih dahulu.

## ABSTRACT

Dewi Amrom Musta'idah, 15220090, *Religious Figures' Opinion on Debts in Arisan Under Perspective of Sharia Contract Law Study in Wage Taman Sidoarjo*. Thesis, Department of Shariah Business Law, Sharia Faculty, The State Islamic University (UIN) Maulana Malik Ibrahim Malang, Supervising: Dr. H. Nasrulloh, Lc, M.Th.I

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**Keywords:** Religious Figures' Opinion, Debts, *Arisan*, Sharia Contract Law.

Debts is one kind of muamalah which means *ta'awun* or helping each other. Debts are known as *qardh* in *fiqh muamalah*, namely the activity of lending and borrowing goods or assets between the party providing the loan (*muqridh*) and the party given the loan (*muqtaridh*). As the case in Wage, Taman, Sidoarjo, there are debts in *arisan*. The implementation of *arisan* system tends to the savings system, because the *arisan* members save their money for 48 weeks and the money is distributed back when the distribution period has come. As long as the *arisan* money has not been distributed, the arisan owner may lend the money to the *arisan* members and non-*arisan* members.

In this research, there are two research problems, namely: 1) How is the practice of debts in *arisan* in Wage, Taman, Sidoarjo? 2) How is the perspective of sharia contract law on religious figures' opinion about the practice of debts in *arisan* in Wage, Taman, Sidoarjo? This research is classified as empirical research (field research). This research uses sociological juridical approach. The method of determining the subject used is purposive sampling. Data collection method used is interview and documentation.

The results of this research indicate that the practice of debts in *arisan* that occurs in Wage, Taman, Sidarjo is carried out without the permission of the *arisan* members. Moreover, the owner of *arisan* as *muqridh* requires additional loan repayments. It makes the debts break the Islamic law. The practice of debts according to the perspective of religious figures is not allowed. The reason why religious figures do not allow the debts is caused by the additional required for repayment of the loan, while the other reason stated is that the owner lends the money without permission from the members of *arisan* at the beginning of the contract. According to sharia contract law on the opinions expressed by these religious leaders, the use of *arisan* money is permitted even though it is not mentioned in the contract because it belongs to *wadi'ah yad dhammanah*. Namely *wadii'* can use the money deposited without prior agreement.

## ملخص البحث

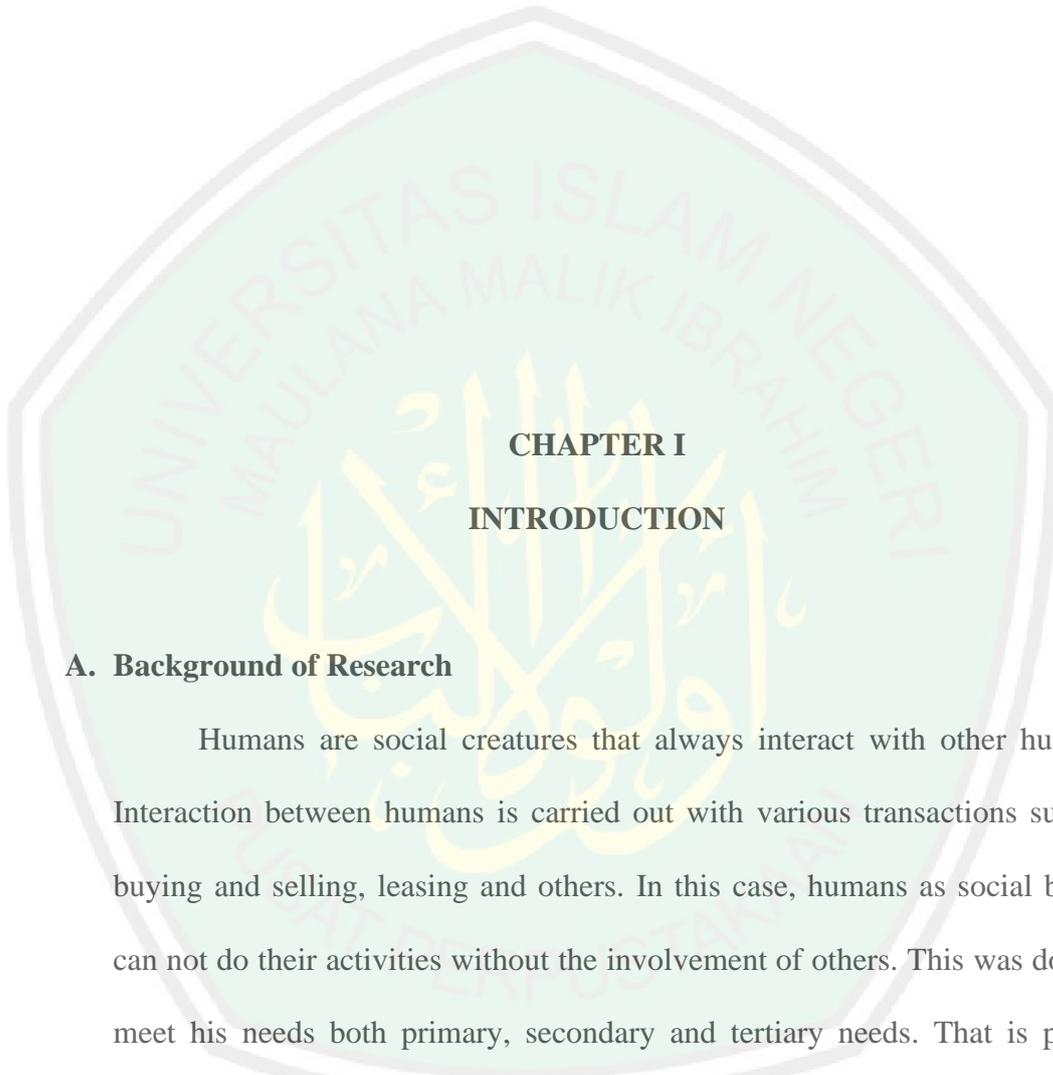
دوي امرم مستعدة، ١٥٢٢٠٠٩٠، نظرالعلماء في عملية الجمعية القرض (أريسان) على قانوني العقود الشرعية (دراسة البحث في وغي، تامان، سيدوارجو)، بحث جامعي، قسم الحكم الإقتصاد الإسلامي، كلية الشريعة، جامعة مولانا مالك إبراهيم الإسلامية الحكومية بمالانج، المشرف: الدكتور الحاج نصر الله الماجستير

**الكلمة الرئيسية:** نظرالعلماء، القرض، عملية الجمعية (أريسن)، قانوني العقود الشرعية.

القرض هو نوع من المعاملات بصفة التعاون. ويكون بأن يقرض المقرض عينا او مالا للمقترض. كما كانت في قرية وغي، تامان، سيدوارجو أنه وجدت عملية القرض في الجمعية أو ما يسميه الناس بأريسن. وطريقة عملياته تميل الى طريقة الإدخار فعلى كل من الأعضاء أن يوفر ماله طالما ثمانية وأربعين اسبوعا ثم يقسم المال إذا حان وقت قرعه. ومتى لم يقسم المال يقرض العامل بذلك المال للأعضاء ولغيرهم.

وجد في هذا البحث مشكلتان. فالأول هو كيف تطبيق القرض في عملية الجمعية فيفيوغي، تامان، سيدوارجو؟ والثاني فيما كيف قانوني العقود الشرعية على نظر العلماء في عملية الجمعية القرض (أريسان) في قرية وغي تامان سيدوارجو؟ ويجيب هذا البحث في جنس البحوث التجريبية باستعمال القانوني الاجتماعي في التقريب وأخذ العينات الهادفة في منهج التعيين للموضوع و تجمع البيانات بالحديث الصحفي ووثائق.

وحاصل البحث يدل على ان تطبيق القرض الذي يوجد في تلك القرية يجري بغير إذن أعضاء الجمعية (أريسن). واشترط المقرض الذي هو العامل كون الزيادة في رد الديون وذلك مخالف بأحكام الشرعية. وحكم العلماء بعدم الجواز في هذا العقد لكون شرط الزيادة في رد الديون وأيضا كان القرض يؤخذ من مال الجمعية بغير إذن الأعضاء فيه وذلك لا يجوز لكون تلك المال كالوديعة ويده على الأمانة تجب على العامل ان يحفظه في وقت العقد. في قانوني العقود الشرعية على نظر العلماء مذكور، يسمح باستخدام النقود (أريسان) على الرغم لم يذكر في العقد لأنه يتضمن الى وديعة يد ضمانا. يعني الواديع يمكن استخدام الأموال المودعة دون صفقة أولا.



## CHAPTER I INTRODUCTION

### A. Background of Research

Humans are social creatures that always interact with other humans. Interaction between humans is carried out with various transactions such as buying and selling, leasing and others. In this case, humans as social beings can not do their activities without the involvement of others. This was done to meet his needs both primary, secondary and tertiary needs. That is people living in groups or in community work together to help each other.

Islam is a comprehensive religion that regulates all aspects of human life that have been conveyed by Rasulullah SAW. One of the regulated fields is the issue of rules or laws, both those that apply individually, socially, or

rather Islam governs social life.<sup>1</sup> In social life some things that are commonly done by humans in daily life such as cooperation and help. Associated with the rules of help, it has been described explicitly in the Qur'an contained in Surah Al – Maidah verse 2:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ ۚ وَاتَّقُوا اللَّهَ ۚ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

The meaning: *“And help one another unto righteousness and pious duty. Help not one another unto sin and transgression, but keep your duty to Allah. Indeed! Allah is severe in punishment.”*<sup>2</sup>

The verse explains that community relations with other communities should be reflected in the attitude of mutual assistance and cooperation in terms of virtue and piety, so that it will produce something that is beneficial to humans. The verse further explains that humans are forbidden to work and help each other in hostility, which brings harm and sin. That is why, this action should be seen in the form of cooperation, the attitude of helping to meet the interests of each other.<sup>3</sup>

The verse in Surah Al Maidah verse 2 invites human to help each other and make humans as noble beings in the eyes of Allah. God has also given rules in human life. These rules are made to avoid overlapping between human. Rules are made the rights and obligations between to prevent the conflict. Islamic law that regulates human relations with other humans in life is

<sup>1</sup> Ismail Nawawi, *Fikih Muamalah Klasik dan Kontemporer: Hukum Perjanjian Ekonomi, Bisnis, dan Sosial* (Bogor: Ghalia Indonesia, 2012), 1.

<sup>2</sup> QS. Al-Maidah (5): 2.

<sup>3</sup> Mardani, *Hukum Bisnis Syariah* (Jakarta: Prenadamedia Group, 2014), 12.

called *muamalah*.<sup>4</sup> *Muamalah* can also be regarded as a relationship between human and other human related to thing or treasure.<sup>5</sup> This is done by rotating assets, either by exchanging goods or something that provides benefits in a specified manner, such as buying and selling, renting, wage payment, and so on.<sup>6</sup>

Along with the development of the times, *muamalah* activities in society have experienced very rapid development. There are many kinds of *muamalah* activities that have never existed at the time of the Prophet Muhammad. This is motivated by the existence of a community mindset and different customs and as a form of fulfilling the needs of human life.

One of the *muamalah* activities that many Indonesian people follow and has never existed at the time of the Prophet Muhammad, that is *arisan*. *Arisan* is a socio-economic activity carried out by a group of people with different objectives for each individual. For example, to save money or save other than in a bank, to ease the burden, or to simply gather and be in harmony with one another.

The law of *arisan* is not explicitly mentioned in the Al Quran or Hadith, because social gathering or *arisan* is one kind of *muamalah* that occurs and is made by the community itself. But the scholars allow this *muamalah* by relying on the one of *kaidah fiqh*:

الأصل في المعاملة الإباحة إلا أن يدل دليل على تحريمها

<sup>4</sup> Hendi Suhendi, *Fiqh Muamalah: Membahas Ekonomi Islam* (Jakarta: PT RajaGrafindo Persada, 2002), 2.

<sup>5</sup> Ahmad Wardi Muslich, *Fiqh Muamalat* (Bogor: Ghalia Indonesia, 2012), 273.

<sup>6</sup> Sulaiman Rasjid, *Fiqh Islam* (Bandung: Sinar Baru Algesindo, 2013), 278.

The meaning: “*The law of origin in all forms of muamalah is permissible unless there is a proposition that forbids it.*”<sup>7</sup>

Social gathering or *arisan* have many models in its application in Indonesia. One of the existing *arisan* in Wage, Taman, Sidoarjo is basic food *arisan* such as sugar and oil, money, and parcel for Eid Al Fitr. Based on the author’s observations, this *arisan* is actually not a *arisan* as in general, because the main element in *arisan* is a lottery, but this *arisan* is more inclined towards Eid savings, because the money and items paid every week by members will be returned or shared when the month of Ramadan arrives until it approaches Eid day. However, it is called *arisan* in the community. Therefore, in this research the author uses the term “*arisan*” as used by the owner of the *arisan*. So, there is no overlap in the use of words in the activity.

In Islam, savings are included in *wadi'ah* because savings are safekeeping of assets carried out by someone called *muwaddi'* to someone who is entrusted to entrust these assets or called *wadi'* to safeguard it. Likewise, the *arisan* is included in the *wadi'ah* because the owner of the *arisan* is a *wadi'* or someone who can be entrusted and has to protect the assets of the person who entrusts the member of the *arisan* or is called *muwaddi'*.

This *arisan* has been running for approximately 20 years. All was done by one person who is responsible for handling these activities. The current *arisan* membership has reached more than 100 people. The acquisition of

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<sup>7</sup> A. Djazuli, *Kaidah-kaidah Fikih* (Jakarta: Kencana Prenadamedia Group, 2006),130.

*arisan* is carried out starting at the beginning of the month of Ramadan until the D-1 of Eid al-Fitr, members are welcome to take the acquisition of *arisan* according to what they follow.

The motivation of participants to take part in *arisan* was due to saving and alleviating the burden so that when The Eid Al-Fitr arrived there were not many necessity that needed to be bought. Besides, because the prices of necessities when entering fasting until Eid surged and joining *arisan* as an alternative to overcome this problem.

In an activity that involves other people requires an agreement that was agreed by both parties. The agreement in the Law of Islam called contract. Contract according to KHES (*Komplikasi Hukum Ekonomi Syariah*) is a deal in an agreement between two or more parties to perform certain legal actions.<sup>8</sup>

In the case of the initial agreement to participate in the *arisan*, the owner does not require anything except to notify when members must pay dues, when the money or goods are distributed, how much money is distributed, how much money must be paid, and money deducted as a wage for the owner social gathering and other provisions agreed upon by both parties. Meanwhile, if a member chooses to participate in *arisan*, the owner informs them about the items obtained and mentions in detail the specifications of the goods related to the brand and how much is the amount.

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<sup>8</sup> Mardani, *Fiqih Ekonomi Syariah*, (Jakarta: Kencana, 2012), 71.

After an agreement was reached between the members and the owner, the owner began collecting the money with the assistance of several collectors for 48 weeks. As long as the money is collected in the hands of the owner, the owner has the initiative to owe the money to the members and other people who are not members who need money to fulfill their necessity.

Meanwhile, in terms of management the money, the owner never mentioned at the beginning of the agreement that the money will be owe to members and other people (non-members). The author knows, based on interviews conducted by the author to members who participated in the social gathering said that they did not know if the money was managed by the owner of the social gathering by being owe to the members and non-members.

Based on the interviews with the owners of social gathering, the debts of money initially occurred because there are some members or others who came to the owner to owe the money. Although it was never mentioned at the beginning of the contract, there are sometimes some members who ask whether it is permissible to owe the money, and the owner agrees. The author knows this based on the narrative of one member of the social gathering.<sup>9</sup>

The presence of some members of the oweing was accompanied by a few other people who do not join, that makes owners had the initiative to manage the money is a way to owe accompanied by additional, because remember sometimes there is a price spike which is quite high when entering

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<sup>9</sup> Aci, Interview, (Sidoarjo, July 5 2019), 10:30 WIB

the month of Ramadan and these additions are used to cover if there is a surge in prices of the goods to be bought. So, it can be said that the debts did not occur immediately when the initial arisan was formed, with time owner did so, based on information known by the author that this additional owing occurred at the beginning of the fourth period.

The system used in the loan, if the money owe to the members are required to pay the debt with the additional of 5%. Same case , if the non-member will be returned with the additional 10%. As the writer explained previously, the additional are intended with the purpose to cover the excess of the price that happens, because when entering the month of Ramadan until the approaching Eid Al Fitr price of basic foods tend to soar more than the price as available time.

What is interesting in this activity is the advantages that required by the owner when returning the debt. The problem is becoming a note researchers considering the problem of debt receivable is please help and are not allowed for commercial. Because in *fiqh muamalah* debts known by the designation *qardh* is a treasure given by the creditor (*muqtaridh*) and then returned to him (*muqridh*) as it gets, when he can afford it.<sup>10\</sup>

Besides, the money to be owe to members and non- members is one of the odd things. Because, at the beginning of the contract system is not *arisan* such as savings and loans where the money can be owed to others and members, but the money is only deposited a treasure that should be preserved

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<sup>10</sup> Sayyid Sabiq, *Fiqh As Sunnah*, jilid 3, ter. Kamaludin A. Marzuki (Bandung: PT Al Ma'arif, 1987), 182.

and not the right to belong of the owner. Besides, there was no agreement from the members for owing money from *arisan*.

The existence of religious scholars in the community is very influential, especially as a role model in daily life and a role model in religious matters. The role of religious figures in society provides an ethical and moral principles based on the value that is contained in the Al-Quran and Sunnah. Religious figures also act as motivators to encourage people to be more active and active in religious activities such as worship, and attend events related to religion. Not only that religious figures also act as mediators who are representatives of the community and as an introduction in establishing harmonious cooperation between many parties to protect the interests in society and the religious institutions they lead.<sup>11</sup>

Religious figures are people who have more knowledge in the field of religion such as in terms of *fiqh*, *aqidah*, and others. Religious figures are also involved in thinking about very complex problems facing the surrounding community. Knowledge of the religious figures as a means to discuss and ask about religious issues that exist in the community.

Therefore the existence of religious figures is expected to be able to make human life better. Remembering the existence of religious figures is very important for cloud society who do not understand about issues in social life, especially those relating to Islamic law which have been set by Allah SWT to be a guide in human life.

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<sup>11</sup> Mubasyaroh, *Dakwah pada Masyarakat Marginal di Kampung Pecinan Argopuro Kudus* (Jurnal Penelitian Islam Empirik, Kudus: P3M STAIN Kudus, 2010), 105-109.

The phenomenon of *arisan* that there are in the village of Wage that allows there are some things that are not in line with the issue of religion, especially in terms of *muamalah*. By because it is needed the perspective of religious figures, how it is evaluated because of the glasses religious figures. To provide illumination law to the public, so that people do not come out of the law of Islam and what that had become statute in Islam and the author will analyze the opinion of religious figures with sharia contract law.

Based on the description above, the author wanted to further investigate the practice of debts in a social gathering with the title “Religious Figures’ Opinion on Debts in *Arisan* Under Perspective of Sharia Contract Law Study in Wage Taman Sidoarjo”.

#### **B. Scope and Limitation Problem**

The limitation of the scope of problem in this research is used to anticipate the different understanding of the problem which will be discussed by the author in this research. The problem in this research that will be discussed is:

1. The contract that used between member and the owner of *arisan*.
2. The agreement to owe money of *arisan* between the member and the owner, as long as the money is in the hands of the owner.
3. The addition debt repayment. It is include to interest or not in Islam.
4. The reason why there is interest in the addition debt repayment. It is permitted or not in Islam.

In this research, the author use one of *arisan* in Wage, Taman, Sidoarjo. The *arisan* well-known as *arisan jajan riyoyo*.

### **C. Statement of Problem**

Based on the background of the research above, the researcher will explain some problems with the theme above, namely:

1. How is the practice of debts in *arisan* in Wage, Taman, Sidoarjo?
2. How is the perspective of sharia contract law on religious figures' opinion about the practice of debts in *arisan* in Wage, Taman, Sidoarjo?

### **D. Objective of Research**

Based on the problem formulation of the research above, the researcher will explain some objective, namely:

1. Describe the practice of debts in *arisan* in Wage, Taman, Sidoarjo.
2. Explain the perspective of sharia contract law on religious figures' opinion about the practice of debts in *arisan* in Wage, Taman, Sidoarjo.

### **E. Benefit of Research**

The research is expected to provide the benefits to what was studied.

As for benefits from the research:

1. Theoretical benefit

This research is expected to give additional thought in development science law. Besides, this research could help a researcher apply concepts and theories that have been studied in college in the actual situation and the research could make into reference new related to the theme.

## 2. Practical benefit

This research as well expected could help society learning and understand maximize from this research, can provide information and understanding to the society regarding the practice of debts that occurs in *arisan* according to the persepective of religious figures, and this research is expected to be one of the references for further research in order to produce better research.

### F. Operational Definition

To avoid mistakes and misunderstandings in the desired research, the authors make the operational definitions as follows:

1. Religious figures is a figure that means prominent and well-known people.<sup>12</sup> The religious figures referred to in this research are people who are prominent in the field of religion, especially in Islam.
2. View or opinion is the result of the act of looking (paying attention, seeing, etc.)<sup>13</sup>
3. Debts is something given by the owner to be paid. The debts in *fiqh muamalah* called *qardh*, *qardh* is etymologically giving up property to others to be returned instead in the future.<sup>14</sup>
4. *Arisan* is a group of people who agree to issue a certain amount of money at each periodic meeting, then one of them has the right to receive the money collected based on the lottery system and all members will receive

<sup>12</sup> Kamisa, *Kamus Lengkap Bahasa Indonesia* (Surabaya: Kartika, 1997), 68.

<sup>13</sup> *Kamus Besar Bahasa Indonesia*, Cet VII, (Jakarta: Balai Pustaka, 1995), 723.

<sup>14</sup> Taqdir Arsyad dan Abul Hasan (ed), *Ensiklopedia Fiqh Muamalah Dalam Pandangan 4 Mazhab*, terj. Miftahul Khairi, (Yogyakarta: Maktabah Al-Hanif, 2009), 153.

the same nominal.<sup>15</sup> But in this case the *arisan* that use in this research is more known as savings money to certain people. Because the system is saving the money then it will be returned when eid al-fitr will come.

5. Sharia contract law is a joint agreement or in Islam called *akad* either verbally or writing between two or more parties through *ijab* and *qabul* which has a legal binding for all parties involved to do what becomes the agreement. Thus, sharia contract law is study of contract law in Islam.

### G. Discussion Structure

To understand the aims and objectives of the research, this research is divided into five chapters and each consists of sub-chapters, namely:

CHAPTER I Introduction. The first chapter discusses the introduction which includes the background of the problem, the statement of problem, the objective of research, the benefit of research, the operational definition and discussion structure.

CHAPTER II Review of Related Literature. This literature review consists of previous research and literature review. Previous research contains information about research conducted by previous researchers, both in the form of theses, books, or journals. Previous research is useful to distinguish from previous research and an explanation of the authenticity of research. The literature review contains the concept that will be used as a tool to analyze the discussion chapter in this research. The literature review on this research

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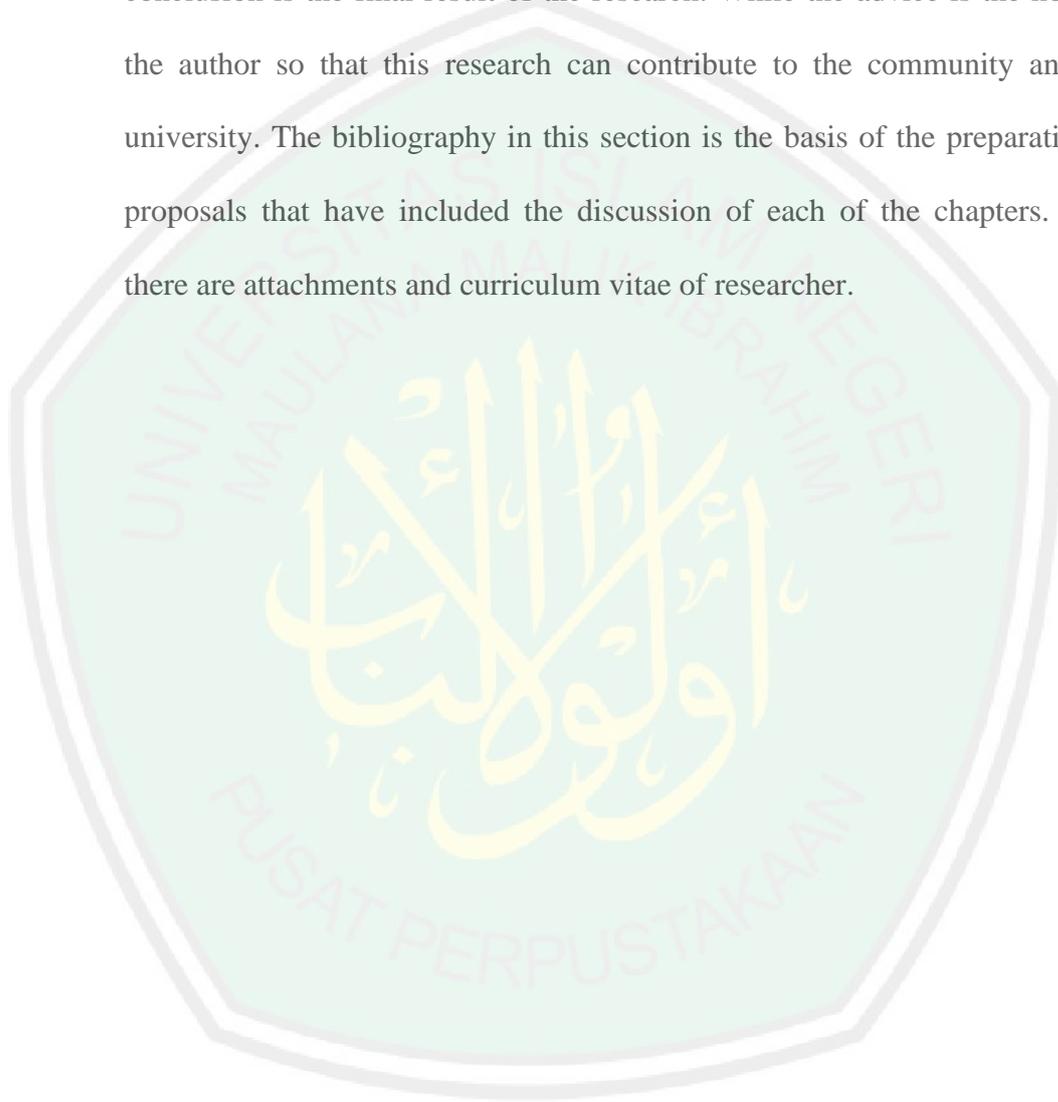
<sup>15</sup> Erwandi Tarmizi, *Harta Haram Muamalat Kontemporer*, cet. Ke-12, (Bogor: PT Berkah Mulia Insani, 2016), 536.

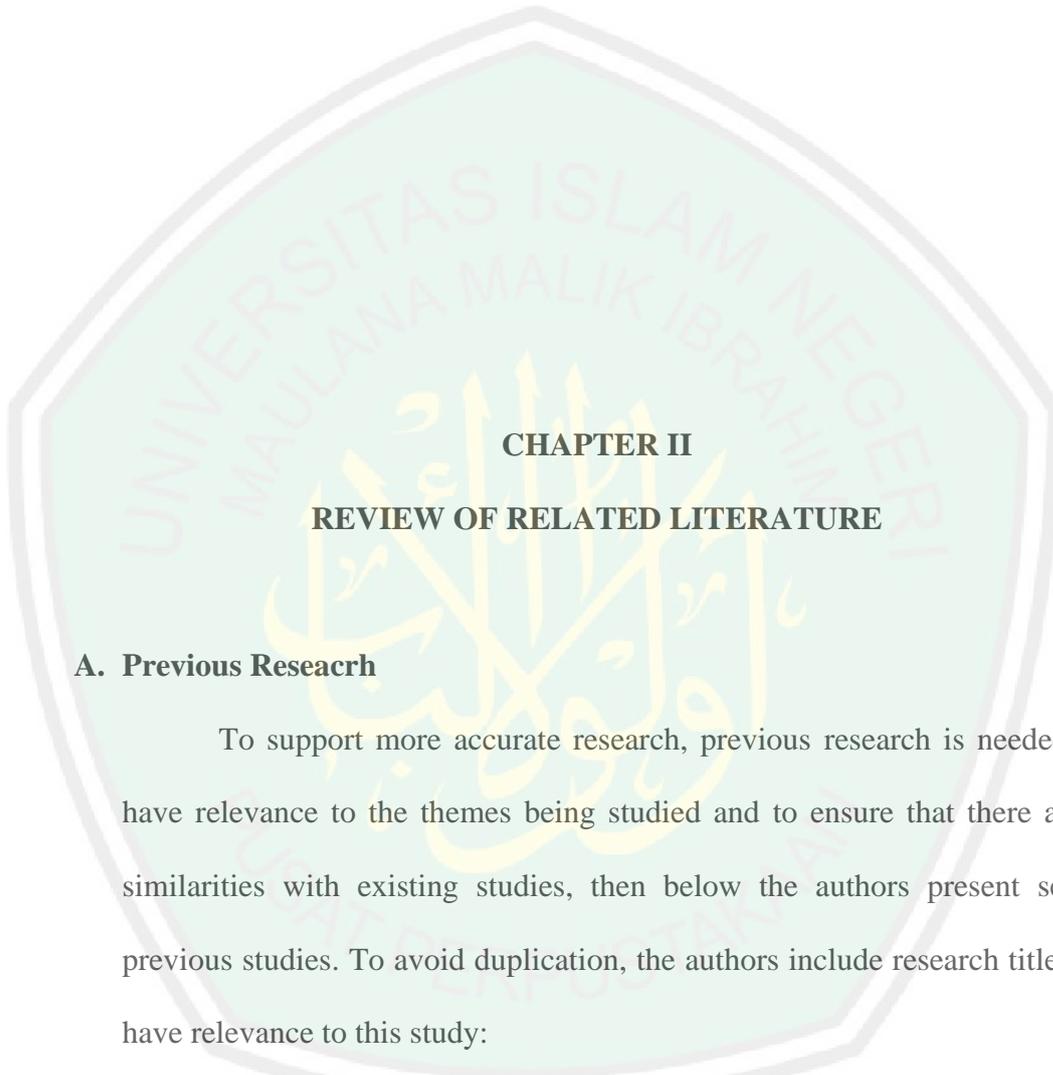
concerns the understanding of contract, the understanding of *wadi'ah*, the understanding of *qardh*, and the understanding of *riba*.

CHAPTER III Research Method. This chapter contains research methods consisting of types of research, research approaches, data sources, data processing method, and data collection method. This type of research is field research or legal research, also called empirical research conducted in Wage, Taman, Sidoarjo. The research approach uses a socio-legal approach or a sociological juridical approach, the research location in Wage, Taman, Sidoarjo, the sampling method is purposive sampling, the data sources is divided into three: namely primary data, secondary data and tertiary data, primary data obtained through interviews with parties involved in *arisan*, the community who had borrowed *arisan* money, and interviewed religious figures, data secondary obtained from some literature and tertiary data obtained from dictionaries, methods of data collection, namely interviews with related parties in research and documentation. and the last is data processing methods, namely data checking, classification, verification, analyzing and concluding.

CHAPTER IV Findings and Discussion that has been done by the author, which analyzes data that has been obtained by researcher to answer the formulation of existing problems. The discussion was carried out using primary data from interviews and secondary data derived from some literature such as books and journals.

CHAPTER V Conclusions and Suggestions References. The fifth chapter is the last as the closing of the entire series of discussion that has been described above contains conclusions and suggestions. The intended conclusion is the final result of the research. While the advice is the hope of the author so that this research can contribute to the community and the university. The bibliography in this section is the basis of the preparation of proposals that have included the discussion of each of the chapters. Then there are attachments and curriculum vitae of researcher.





## CHAPTER II

### REVIEW OF RELATED LITERATURE

#### A. Previous Research

To support more accurate research, previous research is needed that have relevance to the themes being studied and to ensure that there are no similarities with existing studies, then below the authors present several previous studies. To avoid duplication, the authors include research titles that have relevance to this study:

1. Research by Nur Ulinnuha (2016). Student of Muamalah Department of Faculty of Sharia, Walisongo Islamic University Semarang entitled “*Analisis Hukum Islam Terhadap Praktek Utang Piutang dalam Arisan (Studi Kasus Arisan Jama’ah Pengajian Kelurahan Kota*

*Semarang*)”.<sup>16</sup> This research is a field research, using two approaches, namely normative juridical and sociological juridical. The normative juridical approach is to look for legal status of arisan, while the sociological juridical approach is to find out the driving factors for arisan. The technique of collecting data through interviews and documentation. While the analysis technique used is descriptive analysis and the object under study is the interest on debts in arisan conducted by *jamaah pengajian*.

The results of the study show that the debts in arisan of the *jamaah pengajian* that occurred at RT 01 RW 09, Manyaran Village, Semarang City is unlawful in Islam, because they contain elements of usury or *riba*. Some of the factors that lead to arisan in *jamaah pengajian* are (1) the knowledge factor that the community considers debt in arisan is not contain *riba* or usury, (2) the economic factor needs, and (3) social factors to help others in need and cultural factors that affect the mind and behavior individual. The practice of debts in the view of sociology is behavior carried out by individuals who influence each other, formed from the reciprocal interactions between what individuals do as a social reality.

The difference is that the researchers previously examined Islamic law reviews, while in this study more specified on the views of religious figures in the phenomenon of debt owing by using money of arisan made by non participants arisan and the interest that applied.

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<sup>16</sup> Nur Ulinnuha, *Analisis Hukum Islam Terhadap Praktek Utang Piutang dalam Arisan (Studi Kasus Arisan Jama'ah Pengajian di Kelurahan Manyaran Kota Semarang)* (Semarang: Faculty of Sharia, Walisongo State Islamic University, 2016)

2. Research by Amanda Setya Kusuma Wardhani (2018). Student of the Department of Islamic Economics Law (Muamalah) Faculty of Sharia, Surakarta Islamic Institute, entitled “*Implementasi Konsep Qarḍ Pada Peminjaman Uang Arisan di Dukuh Ngroto Kelurahan Sumberejo Kecamatan Mondokan Kabupaten Sragen*”.<sup>17</sup> This study is a field research study with a qualitative descriptive approach and uses snowball theory, namely data search using the help of key-informants (arisan management and arisan members), using primary data sources and secondary data sources and using data collection techniques by means of interviews and documentation, then analyze with deductive thinking. The object under study is the excess or additional return that has been owe to the arisan participant.

The results of the study show that in the analysis of the implementation of borrowing money, there is money borrowed, namely the initial money for arisan, cash and savings. Can be loaned to arisan members and returned before the payment due is accompanied by an additional. Implementation practices are based on the qar concept of harmonious analysis and the conditions are appropriate and fulfill the *qarḍ* object along with the *al-qarḍ* law from the inherent nature of it, regarding the analysis of *qarḍ* source of funds according to the fatwa of MUI No. 19/DSN-MUI/IV/2001, regarding the additional analysis of returns for RT 13 B, while RT 13 A, 14 B and 16 are not appropriate. Regarding the

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<sup>17</sup> Amanda Setya Kusuma Wardhani, *Implementasi Konsep Qarḍ Pada Peminjaman Uang Arisan di Dukuh Ngroto Kelurahan Sumberejo Kecamatan Mondokan Kabupaten Sragen* (Surakarta: Faculty of Sharia, Surakarta State Islamic Institute, 2018)

administration fees according to the MUI DSN fatwa No. 19 / DSN-MUI / IV / 2001.

The difference is that the researchers previously examined using the MUI DSN fatwa review, while in this study it was more specified in the religious figures view on the phenomenon of debts by using arisan money made by non participants arisan and the interest that applied.

3. Research by Nurul Nuzula Khoiriyah (2018) Student of Sharia Business Law of Sharia Faculty Maulana Malik Ibrahim State Islamic University Malang untitled: *“Pandangan tokoh Majelis Ulama Indonesia (MUI) Kabupaten Ponorogo terhadap tradisi arisan sembako untuk acara hajatan: Studi di Desa Sooko Kecamatan Sooko Kabupaten Ponorogo”*.<sup>18</sup> In this study, researchers are empirical research using sociological juridical approach. The source of data obtained is by interviewing to members who do social gathering of sembako and some leaders of the Chouncil of IndonesiaPonorogoRegency as well as documents and literature to strengthen and answer problems in research. So the data collection method used is by interview and document study.

From the data collection method above, it can be obtained two findings. First, the tradition of groceries for the celebration event is considered to ease the burden of members who will have a celebration event. Objects of this social gathering of in the form of goods, but there is

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<sup>18</sup> Nurul Nuzula Khoiriyah, *Pandangan tokoh Majelis Ulama Indonesia (MUI) Kabupaten Ponorogo terhadap tradisi arisan sembako untuk acara hajatan : Studi di Desa Sooko Kecamatan Sooko Kabupaten Ponorogo*, (Malang: Sharia Business Law Department, Shari Faculty, State Islamic University of Maulana Malik Ibrahim Malang, 2018)

also a deposit money that has been agreed by the board and members of the social gathering of . Second, the tradition of arisan sembako for the event of the celebration according to the view of Indonesian Ulema Council leaders that the arisan sembako is done with Islamic shari'ah, muamalah principles, and done with the right contract according to Islamic law and does not contain elements of lies, deceit and loss. As well as the contract used in this arisan is a loan-borrowing contract (*'ariyah*).

The difference is that the previous researchers examined the object of *arisan sembako* for *hajatan* in Ponorogo, while in this study it is more specified in the views of scholars on the phenomenon of debt and debt using *arisan* money done by other participants..

4. Research by Farida Fina Nafis (2018) Student of Sharia Business Law of Sharia Faculty Maulana Malik Ibrahim State Islamic University Malang untitled: "*Praktik arisan indek menurut pandangan Ulama Kabupaten Banyuwangi: Studi di Kelurahan Penataban Kecamatan Giri Kabupaten Banyuwangi*".<sup>19</sup> This research includes into the type of empiricak research (field research). The approach used by the researcher in this study is qualitative descriptive approach. While obtaining and collecting the data used the method of interview and documentation. Then the data analyzed by using descriptive analysis method.

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<sup>19</sup> Fina Nafis Farida, *Praktik arisan indek menurut pandangan Ulama Kabupaten Banyuwangi: Studi di Kelurahan Penataban Kecamatan Giri Kabupaten Banyuwangi*, (Malang: Sharia Business Law Department, Shari Faculty, State Islamic University of Maulana Malik Ibrahim Malang, 2018)

The result in this research is the arisan indek practice in Penataban District Giri Sub-district of Banyuwangi Regency has been already eligible to tenets and requisites of qardh that are the existence of a part who does akad, money and ijab qabul which is the desire of all members in arisan. However, the money surplus on payment from member who has earlier turn contradicts to Islam sharia. Then, according to Ulama of Banyuwangi Regency said that some of them legalize the practice of arisan and some do not. The reason of allowing is the surplus of member's payment who has earlier turn is not presupposed in the akad (transaction). Meanwhile, the reason forbids arisan indek is from point of view on different payment of each member and it causes arisan indek out of al-adalah principle (justice).

The difference is that the previous researchers examined the object of *arisan indeks* in Banyuwangi, while in this study it is more specified in the views of scholars on the phenomenon of debt and debt using *arisan* money done by other participants.

Table 2.1: Previous Research

No	Name of Researcher	Title	The Similarities	The Differences
1.	Nur Ulinnuha, Student at Muamalah Departement, Syariah Faculty, Walisongo State Islamic University Semarang (2016)	Analisis Hukum Islam Terhadap Praktek Utang Piutang dalam Arisan (Studi Kasus Arisan Jama'ah Pengajian di Kelurahan Manyaran Kota Semarang).	The practice of <i>qardh</i> in arisan and use field research.	The perspective is islamic law and this research use sharia conteact law based on opinion of religious figures.
2.	Amanda Setya Kusuma Wardhani, Student at Hukum Ekonomi Syariah (Muamalah) Departement, Syariah Faculty, State Islamic Institute Surakarta (2018)	Implementasi Konsep Qard Pada Peminjaman Uang Arisan di Dukuh Ngroto Kelurahan Sumberejo Kecamatan Mondokan Kabupaten Sragen	The practice of <i>qardh</i> in arisan and use field research.	The perspective is Fatwa DSN MUI while this research use sharia contact law based on opinion of religious figures.
3.	Nurul Nuzula Khoiriyah, Student at Major of Sharia Business Law, Sharia Faculty, State Islamic University of Maulana Malik Ibrahim Malang (2018)	Pandangan tokoh Majelis Ulama Indonesia (MUI) Kabupaten Ponorogo terhadap tradisi arisan sembako untuk acara hajatan : Studi di Desa Sooko Kecamatan Sooko Kabupaten Ponorogo	The object of research is the same as arisan and using the opinion of the ulama or religious figures.	The object of research used was a <i>arisan sembako</i> for a celebration or <i>hajatan</i> while researchers used <i>qardh</i> or debts in <i>arisan</i> according to religious figures opinion.
4.	Fina Nafis Farida, Mahasiswa Student at Major of Sharia Business Law,	Praktik arisan indek menurut pandangan Ulama Kabupaten Banyuwangi: Studi di Kelurahan Penataban Kecamatan Giri	The object of research is the same as arisan and using the opinion of the ulama or religious figures.	The object of research used was the <i>arisan indeks</i> while researchers used <i>qardh</i> or debts in <i>arisan</i> according to reiligious figures opinion.

Sharia Faculty, State Islamic University of Maulana Malik Ibrahim Malang (2018)	Kabupaten Banyuwangi		
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## B. Literature Review

### 1. Contract (*Akad*)

#### a. Definition of Contract (*Akad*)

According to Abdul Aziz Dahlan, the contract is (*a'qada-'aqd*) is engagement, agreement (*al-ittifaq*), the affinity of *ijab* (statement of bonding) and *qabul* (statement of acceptance of ties).<sup>20</sup>

According to the complications of the Sharia Economic Law referred to agreement in a covenant between two or more parties to do and or not do certain legal actions.<sup>21</sup>

Inclusion of words “in accordance with the will of the Shara” means that all agreements entered into by two or more parties are not considered valid if they are not in line with the wishes of the Shariah. For example, an agreement to make usury transactions, deceive others, or rob someone else’s wealth. The inclusion of the words “affect the object of the engagement” means the transfer of ownership from one party (who agrees) to another person (who does the *qabul*).<sup>22</sup>

<sup>20</sup> Abdul Aziz Dahlan, *Ensiklopedi Hukum Islam*, Jilid 5 (Jakarta: PT. Ictiar Baru Van Hoeve, 1996), 63.

<sup>21</sup> Mardani, *Fiqh Ekonomi Syariah*, (Jakarta: Kencana, 2012), 71.

<sup>22</sup> Abdul Rahman Ghazaly, *Fiqh Muamalat* (Jakarta: Kencana, 2010), 51.

In Islamic legal terminology, a contract is defined as the relationship between *ijab* and *qabul* that is justified by *syara'* which creates legal consequences for the object.<sup>23</sup>

As for what defines the contract as a bond over the parts of the *tasharuf* (management) according to *syara'* by handover.<sup>24</sup>

Besides, in the Qur'an it also uses the word 'aqd with the meaning of the oath, as in the surah An-Nisa': 33

وَأَعْبُدُوا اللَّهَ وَلَا تُشْرِكُوا بِهِ شَيْئًا ۚ وَبِالْوَالِدَيْنِ إِحْسَانًا وَبِذِي الْقُرْبَىٰ وَالْيَتَامَىٰ

وَالْمَسَاكِينِ وَالْأَجَارِ ذِي الْقُرْبَىٰ وَالْجَارِ الْجُنُبِ وَالصَّاحِبِ بِالْجَنْبِ وَابْنِ السَّبِيلِ وَمَا

مَلَكَتْ أَيْمَانُكُمْ ۚ إِنَّ اللَّهَ لَا يُحِبُّ مَن كَانَ مُخْتَالًا فَخُورًا

The meaning: "Worship Allah and associate nothing to do, and good for relatives, orphans, the needy, the near neighbors, the neighbors, the companion at your side, the travelers, and those whom your right hands possess. Indeed, God does not like those who are self-deluding and boastful."<sup>25</sup>

Thus, the contract is a bond of consent and obedience which is carried out by two or more people and can affect ownership rights in the contract object. *Ijab* referred to here is the first statement expressed by one party that contains a definite desire to bind themselves. Whereas *qabul* is the statement of the other party after the consent that shows the agreement to bind themselves. Thus,

<sup>23</sup> Ghufroon A. Mas'adi, *Fiqh Muamalah Kontekstual*, (Jakarta: Raja Grafindo Persada, 2002), 76.

<sup>24</sup> Abdul Rahman Ghazaly, *Fiqh Muamalat*, 51.

<sup>25</sup> QS: An-Nisa' (4): 33.

every party who wants to bind themselves in a contract is called the *mujib* and the other party after the consent is called *qabil*.<sup>26</sup>

### b. Legal Basis of Contract

The legal basis to do the contract in the Qur'an is Surah Al-Maidah verse 1 as follows:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

The meaning: “O you who have believed, fulfilled [all] contracts.”<sup>27</sup>

### c. Pillars and Terms of Contract

The pillars of the contract are as follows:<sup>28</sup>

- 1) *Aqid* is a mindful person, the parties directly involved in the contract. In this case sometimes the party making the contract consists of one person, sometimes consisting of several people or sometimes someone who has the intention is someone who has the right (*'aqid ashli*) and is a representative of the person who has the right.
- 2) *Ma'qud alaih* is an object that is accredited or something that is intended to be established. Like things that are sold in a sale and purchase agreement, in a grant or gift agreement the debt.
- 3) *Maudhu' al aqd*. The main purpose of holding a contract. Different contracts then different main objectives. in a sale and

<sup>26</sup> Dahlan, *Ensiklopedi Hukum Islam*, 63-64.

<sup>27</sup> A. Kadir, *Hukum Bisnis Syariah dalam Al Quran* (Jakarta: Amzah, 2010), 24.

<sup>28</sup> Mas'adi, *Fiqh Muamalah Kontekstual*, 78-79.

purchase agreement, for example, its main purpose is to move goods from the seller to the buyer by being substituted

- 4) *Sighat al-aqd* is consent and obedience. Two-will agreement or contract sentence statement.

The terms of the contract are inherent to the forming elements of the occurrence of a contract determined by *syara'* which must be perfected. The terms of the contract include:

- 1) Terms that are general, are requirements that must be complete in various contracts. General requirements that must be fulfilled in various kinds of contracts include:
  - a) Both people who carry out capable contracts of action are not legitimate contract people who are not capable of acting, such as crazy people, people who are under guard because of wasteful or other.
  - b) What is used as a contract object can accept the law.
  - c) The contract is permitted by *syara'*, carried out by someone who has the right to do so even though he is not *aqid* who owns the goods.
  - d) It is not permissible to carry out contracts that are prohibited from *syara'*, such as buying and selling *mulasamah*.
  - e) Contracts can provide benefits.

- f) The permit goes on, is not revoked before it happens. So, if the person with the veil withdraws his consent before *qabul* then cancel the consent.
- g) *Ijab* and *qabul* must be continued so that if someone with a veil has separated before the existence of *qabul*. Then the permit becomes null and void.
- 2) Special conditions, are the conditions for which the form must exist in a part of the contract. This special requirement can also be called an *idhafi* (additional) condition which must exist in addition to general conditions, such as witnesses in marriage.<sup>29</sup>

## 2. Savings (*Wadi'ah*)

### a. Definition of *Wadi'ah*

In language *al-wad* means to leave. And *al-Wadi'ah* is the language means something that is placed in another person's place to guard.

As for the definition in syara', the word *al-wadiah* is mentioned for safekeeping and for objects that are entrusted. And more diligently, *wadi'ah* is a contract, only the most correct for this custodian contract is *al-iidaa* 'that is deposit is not deposit.

As for the definition in syara', the word *al-wadiah* is mentioned for safekeeping and for objects that are entrusted. And

<sup>29</sup> Ismail Nawawi, *Fikih Muamalah Klasik dan Kontemporer: Hukum Perjanjian Ekonomi, Bisnis, dan Sosial* (Bogor: Ghalia Indonesia, 2012), 21.

more diligently, *wadi'ah* is a contract, only the most correct for this custodian contract is al-iidaa 'that is deposit is not deposit.<sup>30</sup>

*Wadi'ah* is savings that are run based on the *wadi'ah* contract, which is a pure deposit that must be maintained and returned at any time in accordance with the wishes of the owner.<sup>31</sup>

According to Sayyid Sabiq, *wadi'ah* is something that is entrusted by someone to someone else to maintain security and integrity, called *wadi'ah* because something is left behind the person entrusted with.<sup>32</sup>

The tradition in KHES is the fund deposit between the owner of the fund and the entrusted party to guard these funds.<sup>33</sup>

*Wadi'ah* is a pure deposit from one party to another, both individuals and legal entities that must be maintained and returned whenever the depositors want it.<sup>34</sup>

#### **b. Legal Basis of *Wadi'ah***

The legal basis for allowing *wadi'ah* is in the Qur'an and Sunnah:

فَلْيُؤَدِّ الَّذِي أُؤْتِمِنَ أَمَانَتَهُ وَلْيَتَّقِ اللَّهَ رَبَّهُ

<sup>30</sup> Wahbah az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, terj. Abdul Hayyie al-Kattani, Jilid 5, (Jakarta: Gema Insani, 2011), 556.

<sup>31</sup> Adiwarmarman A. Karim, *Bank Islam, Analisis Fiqh dan Keuangan*, (Jakarta: PT Raja Grafindo Persada, 2004), 297.

<sup>32</sup> Sayyid Sabiq, *Fiqh As Sunnah*, Juz 3, (Beirut: Dar Al Fikr, 1981), 163.

<sup>33</sup> *Kompilasi Hukum Ekonomi Syariah*, Buku II, 11.

<sup>34</sup> Karim, *Bank Islam, Analisis Fiqh dan Keuangan*, 23.

The meaning: “Surely Allah commands you to make over trusts to their owners”.<sup>35</sup>

إِنَّ اللَّهَ يَأْمُرُكُمْ أَنْ تُؤَدُّوا الْأَمَانَاتِ إِلَىٰ أَهْلِهَا

The meaning: “then he who is trusted should deliver his trust, and let him be careful (of his duty to) Allah, his Lord”.<sup>36</sup>

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ قَالَ: قَالَ رَسُولُ اللَّهِ ص م: أَدِّ الْأَمَانَةَ إِلَىٰ مَنْ

اِئْتَمَنَكَ وَلَا تَخُنْ مَنْ خَانَكَ

The meaning: From Abi Hurairah RA he said: The Messenger of Allah said: fulfill the mandate of those who entrust (entrust) your kapad and do not bring treason to those who betray you. (HR.At-Tirmidzi dan Abu Dawud).<sup>37</sup>

### c. Pillars and Terms of *Wadi'ah*

The pillars of the *wadi'ah* agreement in the Hanafi School are consent and *qabul*, for example the requester says to others, “I leave this item with you”, or “keep this item for me”.

Meanwhile, according to the majority of scholars, there are four *wadi'ah* contract covenants, namely:

1. Two people who make a contract (those who are entrust called *muwaddi* and those who are entrusted called *wadii'*)

<sup>35</sup> QS: An-Nisa' (1): 283.

<sup>36</sup> QS: An-Nisa' (4): 58.

<sup>37</sup> Musthafa Diib Al-Bugha, *Ringkasan Fiqih Mazhab Syafi'i*, (Jakarta Selatan: PT Mizan Publika), 343.

According to the Hanafi school of thought, a person who is in good faith must be intelligent. A child who is not reasonable or has not permitted a *mumayyiz* that has been permitted by his guardian, may enter into a *wadi'ah* contract. They do not require *baligh* in matters of *wadi'ah*. Crazy people are not allowed to do a *wadi'ah* contract.

According to the majority of scholars or *jumhur ulama*, people who carry out *wadi'ah* contract are required to be *baligh*, reasonable and intelligent in the sense that they can act legally, because *wadi'ah* contract, is a contract that contains a lot of fraud risk. Therefore, even though a child is intelligent, he cannot carry out *wadi'ah* contract either as a person who entrusts or as a person who entrusted. Besides that, the majority of scholars also require that a person who has a commitment must be smart, even though he has reached the age of understanding. Because, *baligh* and reasonable people may not be able to act legally, especially if there is a dispute.

## 2. Something entrusted

The entrusted item must be clear and can be held and controlled. That is, the item safekeeping can be known for its type

or identity and is controlled for maintenance.<sup>38</sup> The condition of the item being deposited is that which can be owned by Shara.<sup>39</sup>

3. *Sighah* (consent and *qabul*).<sup>40</sup>

*Shighat ijab* and *qabul*, is required on this consent granted by both parties, both clearly and vaguely.<sup>41</sup>

**d. The Characteristic of *Wadi'ah***

Jurisprudence scholars or *ulama fiqh* agreed to say that *wadi'ah* contract was binding on both parties. However, whether the responsibility for maintaining the goods is mandatory or compensation or in nature.

Jurisprudence scholars or *ulama fiqh* agree, that the status of *wadi'ah* is mandated, not in the same name, so that all damages to people who entrusted or *wadii'* are not the responsibility of the entrusted party, different if the damage was intentional by the person entrusted.

Therefore, if there is a requirement for a *wadi'ah* contract for compensation for the person entrusted with it, the contract is invalid. Then the person entrusted must also maintain the mandate properly and may not demand wages or services from the person entrusted.<sup>42</sup>

<sup>38</sup> M. Ali Hasan, *Berbagai Macam Transaksi dalam Islam (Fiqh Muamalah)*, 248.

<sup>39</sup> Hendi, *Fiqh Muamalah: Membahas Ekonomi Islam*, 183.

<sup>40</sup> az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, 557.

<sup>41</sup> Hendi, *Fiqh Muamalah: Membahas Ekonomi Islam*, 183.

<sup>42</sup> Hendi, *Fiqh Muamalah: Membahas Ekonomi Islam*, 249.

**e. Changing *Wadi'ah* from *Amanat* to *Dhaman***

As explained earlier, the *wadi'ah* contract is trustful and the reward is only to expect the pleasure of Allah. However, fiqh scholars also think of other possibilities, namely from *wadi'ah* which is mandatory to change to *wadi'ah* that is *dhamaan* (compensation).

These possibilities are:

1. The item cannot be maintained by the person entrusted. Likewise, if there are others who will damage it, but he does not defend it, while he is able to overcome it.
2. The item is deposited again with another person who is not a close relative, or someone who is not under his responsibility.
3. The item is used by the person being entrusted, then the item is damaged or lost. Meanwhile, the items deposited should be maintained, not utilized.
4. People who are entrusted with denying any items deposited to him. Therefore, it is better to mention the type of goods and the quantity or other nature in the *wadi'ah* contract, so that if there is a denial the evidence can be shown.
5. The person who receives the item, confusing it with his personal item, so that if something is damaged or lost, it is difficult to determine whether the item itself is damaged or the item is deposited.

6. The person who receives the deposit does not comply with the conditions stated by the keeper of the goods, such as the place of deposit and other conditions.<sup>43</sup>

**f. Type of *Wadi'ah***

There are two types of *wadi'ah*, namely *wadi'ah yad amanah* and *wadi'ah yad dhamanah*, including:

1. *Wadi'ah yad Amanah*. *Wadi'ah yad amanah* is a safekeeping agreement in which the deposited party is not permitted or not allowed to use the said item safekeeping and is not responsible for damage or loss of the item safekeeping which is not caused by negligence of the deposited person.<sup>44</sup>

In other words, *wadi'ah yad amanah* is a agreement of the goods and the recipient is not allowed to use the item entrusted as well as if there is damage or negligence that is not caused due to negligence of *wadii'*, *wadii'* is not responsible for damage to the goods. Besides, the person who holds the item for safekeeping is not allowed to use or use the item for safekeeping, but only safeguards the item for safekeeping. In addition, the goods entrusted should not be mixed with other goods, but must be separated from other goods. Because it uses

<sup>43</sup> Hendi, *Fiqh Muamalah: Membahas Ekonomi Islam*, 250.

<sup>44</sup> Djoko Muljono, *Buku Pintar Akutansi Perbankan dan Lembaga Keuangan Syariah* (Yogyakarta: Andi, 2015), 57.

the principle of *wadi'ah yad amanah*, the deposit agreement like this is called *wadi'ah yad amanah*.<sup>45</sup>

*Wadi'ah yad amanah* has several characteristics, including:

- a. Assets or items entrusted must not be used and used by *wadii'*.
- b. *Wadii'* only functions as the trustee on duty and has the duty to safeguard the items deposited without being able to use them.
- c. As compensation, *wadii'* is permitted to charge fees to the *muwaddi'*.
- d. Goods or assets held for safekeeping cannot be used by *wadii'*.<sup>46</sup>
- e. *Wadii'* is not required to replace any risk of loss or damage to the assets entrusted except if the loss or damage is due to negligence of *wadii'* if the status of the deposit has been changed to *wadi'ah yad dhammanah*.<sup>47</sup>

2. *Wadi'ah Yad Dhamanah*. *Wadi'ah yad dhamanah* that is a agreement where *wadii'* of the item entrusted with or without the owner's permission can make use of the item entrusted and must be responsible for the loss or damage of the item entrusted.

Thus, *wadi'ah yad dhamah* is a agreement if *wadii'* of the safekeeping object without permission from the owner of the

<sup>45</sup> Ascarya, *Akad dan Produk Bank syariah* (Jakarta: Rajawali Pers, 2011), 43.

<sup>46</sup> Mardani, *Fiqh Ekonomi Syariah: Fiqh Muamalah*, 283.

<sup>47</sup> Ahmad Ifham, *Ini Lho Bank Syariah! Memahami Bank Syariah dengan Mudah* (Jakarta: PT Gramedia, 2015), 66.

entrusted item may use the entrusted item and if the item is damaged or lost after being used or utilized by the entrusted item recipient, *wadii*' must replace and pay compensation fees for the goods utilized.<sup>48</sup>

Based on this, the party that entrusts the goods does not need to pay a fee. Even at the discretion of the person who receives the item entrusted, the party who entrusts can get benefits in the form of people who receive the item get the benefits of using the item entrusted. Thus, that the safekeeping party as well as the guarantor of the security of the goods entrusted, has obtained permission from the safekeeping party to use the goods entrusted for certain economic activities, provided that the safekeeping party will return the goods entrusted as a whole. In this case, the depositor may mix the assets of the depositor with the assets of the party that holds the item deposited and then use it for productive purposes for profit. The party who receives the item for safekeeping is entitled to the benefits obtained from the use of the item for safekeeping and is fully responsible for any losses that may arise from the use of the item for safekeeping.<sup>49</sup>

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<sup>48</sup> Sunarto Zulkifli, *Panduan Praktis Perbankan Syariah* (Jakarta: Zikrul Hakim, 2007), 36.

<sup>49</sup> Ascarya, *Akad dan Produk Bank Syariah*, 44.

Whereas *wadi'ah yad dhammanah* has the following characteristics:<sup>50</sup>

- a. Assets and items entrusted may be and can be utilized by the person receiving the deposit.
- b. Because it is utilized, the goods and assets deposited can certainly produce benefits. Even so, there is no requirement for entrusted recipients to provide benefits to the person who left the item.
- c. The assets in the deposit need not be separated.
- d. Assets / capital / goods in deposit can be used for trading.
- e. *Wadii'* of the safekeeping is entitled to income from the use of the deposited assets in trading.
- f. Owners of assets / capital / goods can withdraw their deposit at any time.<sup>51</sup>
- g. Transfer of ownership of objects entrusted to others. This *wadi'ah* contract ends with the transfer of ownership of objects entrusted to others, either by buying and selling, grants or others.<sup>52</sup>

### 3. Debts (*Qardh*)

#### a. Definition of *Qardh*

Debt according to language is “cut”, while according to shar'i is giving up money to people who can use it, then he asks for

<sup>50</sup> Mardani, *Fiqh Ekonomi Syariah: Fiqh Muamalah*, 284.

<sup>51</sup> Ifham, *Ini Lho Bank Syariah! Memahami Bank Syariah dengan Mudah*, 66.

<sup>52</sup> Az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, 572.

the return of the money. For example, people who need money say to someone worthy of help, “Owe me money for this, or furniture, or animal for a certain amount of time, then I return it to you in time”. People who are asked for loans also give *al-qardh* (loans) money to that person.

As for another expression, a loan is the giving of assets to other people who can be billed or asked to return. In fiqh literature, *qardh* is categorized in *aqad tathawwu'i* or contract is mutually helpful and not a commercial transaction.<sup>53</sup>

According to Dr. Wahbah al-Zuhaili, *qardh* is etymologically as follows:

In language, *qardh* means a piece, it is said to be because the property is handed over to the person who owes it in pieces because the person who deducts the portion of the assets he has. *Qardh* is a form of *isim mashdar*, also said by *al-salaf*.<sup>54</sup>

*Qardh* in the meaning of language comes from the word: *qaradha* which is a synonym: *qatha'a* means to cut. This is interpreted because the person who gives the debt cuts part of his property to be given to the person who receives the debt (*muqtaridh*).<sup>55</sup>

<sup>53</sup> Nawawi, *Fikih Muamalah Klasik dan Kontemporer...*, 177.

<sup>54</sup> Az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, 373-374.

<sup>55</sup> Muslich, *Fiqh Muamalat*, 273.

Sayid Sabiq defined *qardh* as the property given by the oweer (*muqtaridh*) to then be returned to him (*muqridh*) as he received it, when he was able to pay it.<sup>56</sup>

Some Muslim scholars also expressed their opinions regarding *qardh* as follows:<sup>57</sup>

- a. According to Malikiyah, *qardh* someone surrenders to another party something that has economic value from the aspect of no loan permits and is not permissible for those who owe to the person who borrows the compensation associated with the debt given.
- b. According to the Hanifiyah, what is meant by *qardh* in terms, *qardh* is something that is given from the wealth of the *mitsli* (property that has its counterpart in the market) to be repaid. Or in other words, *qardh* is a certain contract to hand over the property of *mitsli* to the person returning with the same value.
- c. According to the Syafi'iyah, what is meant by *qardh* etymologically is the possession of something based on being returned with the same value.
- d. According to Hanabilah scholars, what is meant by etymology *qardh* is to give wealth to the person who uses it provided that he returns it (with the same value).<sup>58</sup>

<sup>56</sup> Sabiq, *Fiqh As Sunnah*, 182.

<sup>57</sup> Adam, *Fikih Muamalah Maliyah*, 234-235.

<sup>58</sup> Muslich, *Fiqh Muamalat*, 274.

In the context of Indonesian law, according to Article 20 Compilation of Sharia Economics (KHES), *qardh* is defined as the provision of funds or bills between financial institutions and borrowers who require payment in cash or installments for a certain period time. Meanwhile according to the MUI Fatwa DSN No. 19 / DSN-MUI / IV / 2001 concerning *qardh*, what is meant by *qardh* is a loan given to the customer (*muqtaridh*) which is needed.

Based on this explanation, it can be understood that *qardh* is a loan of money or capital given by someone to another party, where the loan is used for business or running a certain business. The borrowed borrower returns the loan following the amount loaned without depending on the profit or loss of the business being carried out. The *qardh* loan also doesn't bloom because the principle in *qardh* is help. Based on the word of God the letter Al-Maidah: 2 as follows:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ ۖ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ ۗ

وَاتَّقُوا اللَّهَ ۗ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

The meaning: *“Help not one another unto sin and transgression, but keep your duty to Allah. Lo! Allah is severe in punishment.”*<sup>59</sup>

<sup>59</sup> QS: Al-Maidah (5): 2.

## b. Legal Basis of *Qardh*

### 1) Al-Qur'an

The loan (*al-qardhu*) is granted for muqridh or oweer based on the following argument. Allah said:<sup>60</sup>

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضَاعِفَهُ لَهُ وَلَهُ أَجْرٌ كَرِيمٌ

Meaning: “Who is he that will owe unto Allah a goodly loan, that He may double it for him and his may be a rich reward.”<sup>61</sup>

### 2) As-Sunnah

Hadis Ibnu Mas'ud

مَا مِنْ مُسْلِمٍ يُقْرِضُ مُسْلِمًا قَرْضًا مَرَّتَيْنِ إِلَّا كَانَ كَصَدَقَتِهَا مَرَّةً

Meaning: “It is not a Muslim to owe to another Muslim twice except, he is like giving him once.”<sup>62</sup>

The law of giving a debt is a sunnah because it contains a good, which is helping people who are in trouble. Helping people in such circumstances is highly recommended by religion. As contained in the hadith of the Prophet.<sup>63</sup>

<sup>60</sup> Nawawi, *Fikih Muamalah Klasik dan Kontemporer*, 178.

<sup>61</sup> QS: Al-Hadid (57): 11

<sup>62</sup> Abdul Azhim bin Badawi Al-Kahfi, *Al-Wajiz: Fiqih Sunnah*, terj. Ahmad Afandi, (Jakarta: Pustaka as Sunnah, 2006), 695.

<sup>63</sup> Ibnu Mas'ud, *Fiqh Madzhab Syafi'i Buku 2: Muamalat, Munakahat, Jinayat*, terj. Maman Abd. Djaliel (Bandung: Pustaka Setia, 2007), 65.

### 3) Ijma'

While the ulama's ijma agreed that it was permissible. The agreement of the ulama was based on the nature of humans who could not live without help and help from their brothers. No one has everything he needs. Therefore, owing and borrowing has become a part of life in this world, and Islam is a religion that cares for all the needs of its people.<sup>64</sup>

#### c. Pillars and Terms *Al-Qardh*

Pillars of qardh according to the Hanafiyah are consent and obedience. While according to the jumhur of the scholars *qardh* there are three, namely: 1) two people who are composed consist of: *muqridh* (who gives the debt) and *muqtaridh* (the person who owes it); 2) *qardh* (loaned goods); 3) *Shighat ijab* and *qabul*. Whereas according to *jumhur fuqaha*, pillars of qardh is:

1. *Aqid*, yaitu *muqridh* dan *muqtaridh*
2. *Ma'qud 'alaih*, yaitu uang atau barang, dan
3. *Shighat*, yaitu *ijab* dan *qabul*.<sup>65</sup>

The *qardh* requirements are as follows:

1. Two parties who are mindful, namely those who owe (*muqtaridh*) and those who give loans (*muqridh*), are required:
  - a) *Baligh*, intelligent and independent, is not subject to *hajru*.

That is, capable of acting law;

<sup>64</sup> Ibnu Majah, *Sunan Ibnu Majah*, juz II, 82.

<sup>65</sup> Muslich, *Fiqh Muamalat*, 278.

b) *Muqridh*, is a person who has and has the power to do a tabarru contract. That is, the property that is owed is his own. According to the scholars of Syafi'iyah, *ahliyah* (skill or appropriateness) in the *qardh* contract must be with willingness, not by force.

In this regard, the Hanabilah specified the terms of the expert of *Al-tabarru* for the oweer, that a guardian of an orphan may not deprive the orphan's assets and *nazhir*-management) the waqf should not expose the waqf property. Syafi'iyah detailed the problem. They argue, that a guardian may not depreciate the property of a person under his guardianship, except in an emergency.<sup>66</sup>

2. Required assets (*qardh*) are required:

a) Assets that are collected are military assets, namely assets that can be measured (*makilat*), assets that can be weighed (*mauzunat*), assets that can be measured (*zari'at*), and assets that can be calculated (*addiyat*). This is the opinion of the Hanafiyah.

The number of scholars allows *qardh* for every object that can be traded, except humans. They also forbade *qardh* benefits such as someone today inhabiting his friend's house and the next

<sup>66</sup> ath-Thayar, dkk. *Ensiklopedi Fiqih Muamalah*, 161.

day his friend inhabited his house, but Ibnu Taimiyah allowed him.<sup>67</sup>

- b) Any assets that can be used for buying and selling greetings, whether they are treasures of *makilat*, *mauzunat*, or *addiyat*. This is the opinion of the Malikiyah, Syafi'iyah, and Hanabilah scholars. On this basis it is not legal to use benefits (services). This is the opinion of *jumhur fuqaha*.
- c) *Al-Qabd* or surrender. The contract of debt is not perfect, except with the handover because there is a *tabarru* in *qardh* contract. *Akad Tabarru'* will not be perfect, except with the handover (*al-qabd*). This is in accordance with the rules of fiqh that sound:
- d) Debt does not generate profits for *muqridh* (which denotes).
- e) Debt that is the responsibility of *muqtaridh* (the person who owes). This means that the person who owes returns the debt at the same price or value.
- f) The item is worth assets and may be used in Islam (*mal mutaqawwim*).
- g) Assets held are required in the form of objects, illegitimate benefits or services. In the opinion of Hanabilah and Hanafiyah.
- h) The assets that are indentified are known, namely known levels and properties.<sup>68</sup>
- i) Loans may be absolute, or determined by a time limit.

<sup>67</sup> Rachmat Syafe'i, *Fiqh Muamalat*, jilid 1, terj. Maman Abd. Djaliel (Bandung: Pustaka Setia, 2001), 155.

<sup>68</sup> Abdullah bin Muhammad ath-Thayar, dkk. *Ensiklopedi Fiqh Muamalah*, 163-164.

### 3. *Shighat ijab qabul*<sup>69</sup>

The *qardh* agreement is declared valid by the existence of the *ijab* and *qabul* in the form of *qardh* or the same as its understanding, such as: "I give you debt" or "I owe you". Likewise, legal advice with all the words that show willingness, such as "I owe" or "I accept", "I'm blessed", and so on.

The debt agreement contract is intended to help others, not to seek profits and exploitation. Therefore, the debt is not given to take advantage by the *muqridh* (the person who deploys). If required to have additional payments, the law is illegal and includes *riba*.

If it is not required and is not specified there is an additional payment of debt, then this does not include *riba*. If there is an initiative or intention of the person who owes to overstate the payment of his debt, it is something that is highly recommended by the Prophet Muhammad.

#### d. Addition in *Qardh*

There are two additional types of *qardh*, which are as follows:

- a. Required additions. Thus, this is prohibited based on *ijma*. Likewise, the required benefits, such as the words: "I owe you the condition that you give me the right to occupy your house", or

<sup>69</sup> Adam, *Fikih Muamalah Maliyah (Konsep, Regulasi, dan Implementasi)* (Bandung: Refika Aditama, 2017), 239-240

other terms of benefit. Thus, this includes the engineering of *riba* based on the hadith of the Prophet Muhammad:

كُلُّ قَرْضٍ حَرَّ مَنْفَعَةً فَهُوَ رِبَاً

Meaning: “Every debt that attracts benefits is *riba*”<sup>70</sup>

- b. If an addition is given when paying an unconditional debt, then this may be and includes a good payment based on the hadith stated in the basic article of *qardh*.<sup>71</sup>

#### 4. Usury (*Riba*)

##### a. Definition of *Riba*

*Riba* is etymologically meaning *ziyadah* or addition. This is as in the word of Allah SWT:

أَنْ تَكُونَ أُمَّةٌ هِيَ أَرْبَىٰ مِنْ أُمَّةٍ

Meaning: “Due to the presence of one group that is more numerous than the other groups.”<sup>72</sup>

The purpose of *arba* in the verse above is more in number.

It is said *arba fulan* ‘*ala fulan*, meaning *fulan* exceeds *fulan*.

*Riba* in terminology is an addition to something special.

The point is additional capital. Allah Ta'ala said:<sup>73</sup>

تُبْتِمُ فَلَکُمْ رُؤُوسُ أَمْوَالِکُمْ

<sup>70</sup> A. Djazuli, *Kaidah-kaidah Fikih*, 130.

<sup>71</sup> ath-Thayar, *Ensiklopedi Fiqih Muamalah*, 169.

<sup>72</sup> QS. Al-Nahl (16): 92

<sup>73</sup> Muslich, *Fiqh Muamalat*, 106.

Meaning: “*And if ye repent, then ye have your principal (without interest).*”<sup>74</sup>

The term *riba*, in terms of language, means  *ziyadah*, because one of the acts of *riba* is asking for an addition to something that is owed. Some say “interesting”, because one of the acts of *riba* is to make property, money or anything else, which is owe to other people overflowing or inflating.

According to Suhendi, the opinion of the jurists is related to *riba*, including the following:

1. Al-Mali, *riba* is a contract that occurs on the exchange of certain goods or commodities that are not known to be balanced according to the provisions of the *syara'*, when they agree or end the exchange of both parties or one of the two.
2. Abdul Rahman Al-Jaziri, *riba* is a contract that occurs with certain exchanges, unknown or not according to *syara'* or late one of them.
3. Sheikh Muhammad Abduh, *riba* is the additions required by the person who owns the property to the person who borrows his property or money, because the promise of payment is repaid by the borrower from a specified time.

In *syara* terms, *riba* is defined as an addition to certain items. This is the definition of *riba* according to Hanbali scholars.

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<sup>74</sup> QS. Al-Baqarah (2): 279.

In the book, *Kanzul Ummaal*, a book in the Hanafi school, *riba* is interpreted as an addition without compensation in the transaction of the property with assets. The additional purpose here is additional assets even though it is legal, so this definition includes *riba nasiah* and the types of buying and selling contracts that are *fasid* (damaged). It is seen from the side that the delay in handing over one of the exchanged items is a legal addition without any tangible material rewards. This suspension is generally given in additional rewards.<sup>75</sup>

#### b. Legal Basis of *Riba*

*Riba* is forbidden based on the Qur'an, Sunnah, and Ijma.

Allah says in the Qur'an,

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ۗ  
ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا ۗ وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا ۗ فَمَنْ جَاءَهُ ۗ  
مَوْعِظَةٌ مِّن رَّبِّهِ فَانْتَهَىٰ فَلَهُ مَا سَلَفَ ۗ وَأَمْرُهُ إِلَى اللَّهِ ۗ وَمَنْ عَادَ فَأُولَٰئِكَ  
أَصْحَابُ النَّارِ ۗ هُمْ فِيهَا خَالِدُونَ

Meaning: “Those who swallow *riba* cannot rise up save as he ariseth whom the devil hath prostrated by (his) touch. That is because they say: Trade is just like *riba*; whereas Allah permitteth trading and forbiddeth *riba*. He unto whom an admonition from his Lord cometh, and (he) refraineth (in obedience thereto), he shall keep (the profits of) that which is past, and his affair (henceforth) is with Allah. As for him who

<sup>75</sup> az-Zuhaili, *Fiqih Islam Wa Adillatuhu...*, 306-307.

*returneth (to riba) – Such are rightful owners of the Fire. They will abide therein.”*<sup>76</sup>

The proposition of *ijma'* is that the scholars agree that *riba* is illegal.<sup>77</sup>

### c. Type of *Riba*

#### 1) *Riba Nasi'ah*

*Riba nasi'ah* comes from the word *nasa'a* which means delaying, nodding, waiting, or referring to the additional time given to the loan by providing additional or more value. Thus, *riba* is synonymous with interest on loans.<sup>78</sup>

*Riba nasi'ah* is an additional payment of debt provided by the debtor, due to a request to postpone payment of the debtor.<sup>79</sup>

*Riba nasi'ah* which is an addition to assets as compensation for increasing payments. For example. A person who sells merchandise to another person by paying credit, if it reaches maturity and the buyer has not paid the payment, he is subject to additional prices as compensation for stretching time. Thus, this has been practiced since the time of *jahiliyah*, namely someone who has expired the payment of his debt and has not been able to pay it, then he is obliged to pay several

<sup>76</sup> QS. Al-Baqarah (2): 275.

<sup>77</sup> ath-Thayar, *Ensiklopedi Fiqih Muamalah*, 108.

<sup>78</sup> Nawawi, *Fikih Muamalah Klasik dan Kontemporer*, 71.

<sup>79</sup> H. R. Daeng Naja, *Akad Bank Syariah* (Yogyakarta: Pustaka Yustisia, 2011), 3.

times with a certain amount of time. Thus, this has been alluded to in Al Quran:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا الرِّبَا أَضْعَافًا مُضَاعَفَةً ۖ

Meaning: “O you who believe, do not eat *riba* multiplied.”<sup>80</sup>

*Riba nasi'ah* is also called *riba jali*. Ibn al-Qayyim stated: “That is something that has been practiced in the era of ignorance, such as ending the payment of the debt by adding payments”.

## 2) *Riba Fadhl*

That is to sell something with a type of exchange with the addition of one of them without a grace period, such as selling one riyal with two riyals, or selling a kilo gram of wheat.

*Riba Fadhl*, namely selling a type of goods with the same type of goods with the provisions of giving additional compensation for good quality, such as selling 20 carat gold with 24 carat gold with an additional 1 gram of gold in return for 24 carat gold.<sup>81</sup>

Islam prohibits *riba* from buying and selling. Additional *riba* in buying and selling is buying and selling one

<sup>80</sup> QS. Ali Imran (3): 130.

<sup>81</sup> Daeng Naja, *Akad Bank Syariah*, 4.

type of goods from goods with similar items with more value. For example, buying and selling one quintal of rice with a one-quarter quintal of the same type of rice, or buying and selling one sha' date with one-half sha' dates, or buying and selling an ounce of silver with one ounce of silver and one dirham.<sup>82</sup>

The prohibited argument is the hadith narrated by the Muslim Imam who originated from 'Ubadah ibn ash-Shamit r.a who said the Prophet Muhammad said:

الدَّهَبُ بِالذَّهَبِ وَالْفِضَّةُ بِالْفِضَّةِ وَالْبُرُّ بِالْبُرِّ وَالشَّعِيرُ بِالشَّعِيرِ وَالتَّمْرُ بِالتَّمْرِ  
وَالْمِلْحُ بِالمِلْحِ مِثْلًا مِثْلًا يَدًا بِيَدٍ فَمَنْ زَادَ أَوْ اسْتَزَادَ فَقَدْ أَرَبَى الْآخِذُ  
وَالْمُعْطَى فِيهِ سَوَاءٌ

Meaning: "If gold is sold with gold, silver is sold with silver, wheat is sold with wheat, sya'ir (one type of wheat) is sold with sya'ir, dates are sold with dates, and salt is sold with salt, then the amount (dose or scales) must be the same and paid in cash (cash). Whoever adds or requests extra, he has done riba. The person who took the addition and the person who gave it were both in sin.." (HR. Muslim no. 1584)<sup>83</sup>

In the hadith above the Prophet Muhammad explained several people who became the origin of *riba*, the law, and the conditions. Ulama categorize other types of goods including items that can contain *riba* if they contain elements of *riba*. The six types of goods above are basic human needs that

<sup>82</sup> Nawawi, *Fikih Muamalah Klasik dan Kontemporer*, 70.

<sup>83</sup> Al-Naisaburi, Abu al-Hasan Muslim bin al-Hajjaj, *Shahih Muslim*, Beirut: Darul Kutub al-ilmiah, Juz III, 1211.

cannot be avoided. If there is a practice of *riba* on the goods above, humans will find it difficult to fulfill their needs. Therefore, Allah SWT and the Prophet Muhammad forbade *riba* as a form of affection for humans and maintain their benefit.

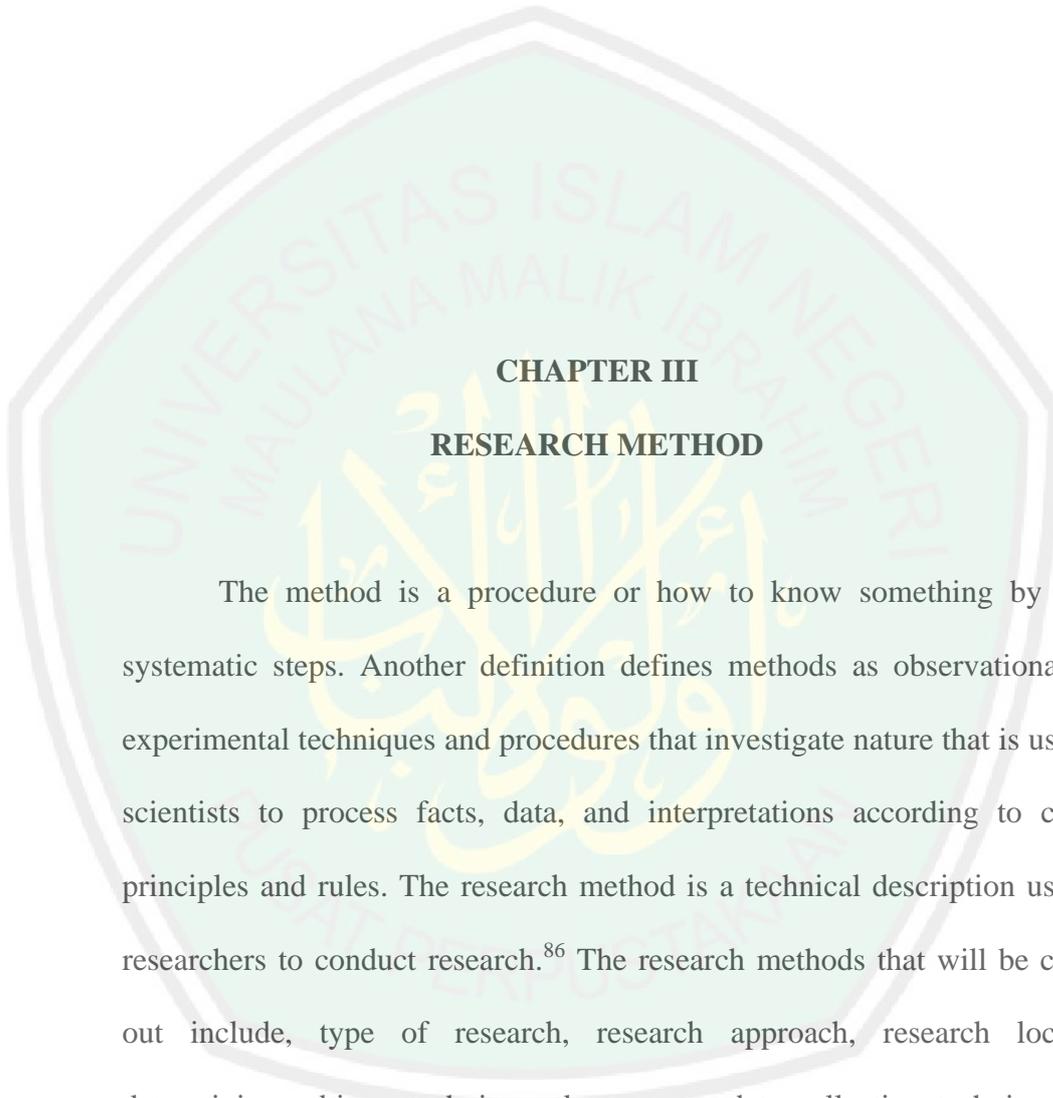
Syafi'iyah added one other type of *riba*, namely *riba yad* or hand, that is if one of the two parties making transactions or *muta'qidain*, left the place of the transaction before the handover. The majority of ulemas categorize *riba* as *riba fadhl*.<sup>84</sup>

The conclusion is that in exchange for *ribawi* goods similar types of goods are required in the amount of goods. According to Abu Yusuf, this similarity is calculated by the general size commonly used in the type of goods. So that goods are usually measured by scales, then measuring the similarity in weight is with a scale. Likewise, which is usually measured at a dose, it is measured at the same level.<sup>85</sup>

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<sup>84</sup> ath-Thayar, *Ensiklopedi Fiqih Muamalah*, 110-111.

<sup>85</sup> az-Zuhaili, *Fiqih Islam Wa Adillatuhu...*, 309.



### CHAPTER III RESEARCH METHOD

The method is a procedure or how to know something by using systematic steps. Another definition defines methods as observational and experimental techniques and procedures that investigate nature that is used by scientists to process facts, data, and interpretations according to certain principles and rules. The research method is a technical description used by researchers to conduct research.<sup>86</sup> The research methods that will be carried out include, type of research, research approach, research location, determining subjects technique, data source, data collection technique, and data processing technique. These things will be described as follows:

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<sup>86</sup> Bahder Johan Nasution, *Metode Penelitian Ilmu Hukum* (Bandung: CV. Mandar Maju, 2008), 3.

### A. Type of Research

This research is empirical legal research, namely research with the presence of field data as the main source, such as the results of interviews. Sociological or empirical legal research includes research on the identification of law (unwritten law) and research on legal effectiveness.<sup>87</sup> Empirical legal research is a legal research method that functions to see the law in terms of how the law works in the community. In other words, this research examines the applicable legal provisions and what happens in reality in the community.<sup>88</sup>

This research was carried out directly in the field to find and obtain data regarding debt accounts in *arisan* conducted by the owner of *arisan*, members of *arisan*, the non members of *arisan* then interviewed several local religious figures regarding this matter.

### B. Research Approach

The approach used in this research is sociological juridical. According to Soerjono Soekanto, what is meant by the sociological juridical approach is that a legal system is a reflection of the social system, therefore a law will apply if the law is formed through procedures and by certain institutions and the law can be imposed on the community affected by the law.<sup>89</sup>

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<sup>87</sup> Soerjono Soekanto, *Pengantar Penelitian Hukum* (Jakarta: UI Press, 1984), 51.

<sup>88</sup> Bambang Waluyo, *Penelitian Hukum Dalam Praktek* (Jakarta: Sinar Grafika, 2002), 15.

<sup>89</sup> Abdulkadir Muhammad, *Hukum dan Penelitian Hukum* (Bandung: Citra Aditya Bakti, 2004), 54.

This research approach is also called socio legal approach, an approach whose object of research regarding the behavior of the people studied is behavior that arises as a result of interacting with the existing norm system, with the aim of finding facts or fact finding, which then leads to problem identification, and at finally towards resolving the problem-solution problem.<sup>90</sup> Social legal research is always associated with social problems. the research focuses on the behavior of individuals or society in relation to the law.<sup>91</sup>

The reason the researchers used this approach is that this research is an empirical research or field that aims to find data that occurs in the community, especially in terms of debt payable in arisan, then analyzed by reviewing Islamic Law, through the opinions of local religious figures.

### **C. Research Location**

The research location is the place used to research to obtain data. The location of this research was conducted in Sidoarjo, East Java, researchers will take data in Wage, Taman, Sidoarjo, then based on these data the researchers will ask the religious figures' opinion on this matter.

This location was chosen because in this location there were still many practices of *qardh* in arisan containing usury, and there had been no appeal from local religious figures regarding the practice of debts in the *arisan*. Besides, this location allows the acquisition of comprehensive data that is following the problems that the authors are reviewing.

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<sup>90</sup> Soekanto, *Pengantar Penelitian Hukum*, 10.

<sup>91</sup> Peter Mahmud Marzuki, *Penelitian Hukum*, (Jakarta: Kencana, 2007), 87.

#### **D. Determining Subjects Technique**

The sampling technique in this research does not use random sampling, because before the researcher determines the informant the researcher has prior consideration and understanding of the informant. In this case using a purposive sampling technique that is choosing based on certain judgments or considerations, based on characteristics or characteristics, and characteristics that have an interest in the object of research, based on the knowledge and information they have.<sup>92</sup>

Sampling in this research is intended for those who master or understand something not only knowing, but also experiencing it, who are still involved in activities that are the object of research. This sample was chosen so that researchers get maximum results and information.

#### **E. Data Sources**

Sources of data according to Soejono Soekanto are divided into three, namely, primary data sources, namely data obtained directly from the public, secondary data sources, namely library materials, and tertiary data sources, namely materials that provide instructions and explanations of primary data and secondary data including dictionaries and encyclopedia.<sup>93</sup>

##### **1. Primary Data**

Primary data, is data obtained directly from the source, either through interviews, observations or reports in the form of unofficial

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<sup>92</sup> Nasution, *Metode Penelitian Ilmu Hukum*, 159.

<sup>93</sup> Soekanto, *Pengantar Penelitian Hukum*, 49-50.

documents which are then processed by the researcher. In this research, which will be used as primary data, namely the parties involved in the practice of arisan or debt, including:

1. Mrs. Wati (owner or manager of arisan).
2. Mrs. Diah (collector and members of arisan).
3. Ms. Fitria (member of arisan).
4. Mrs. Lia (member of arisan).
5. Mrs. Aci (member of arisan).
6. Mrs. Atul (member of arisan).
7. Mrs. Fatma (member of arisan).
8. Mrs. Kartika (non member of arisan).
9. Mrs. Riya (non member of arisan).
10. Ms. Siti (non member of arisan).

In this research the researcher also took information through interviews with several religious figures in Sidoarjo, including:

1. Syihabuddin, S.Ag (The Chief of PCLBM NU Sidoarjo).
2. Moch. Anas, S.Pd.I (The Vice Chief of PCLBM NU Sidoarjo).
3. Dr. H. Syamsudin, M.Ag (The Vice Chief Field of Tarjih Assemblies of PWM Sidoarjo).
4. Zainuddin MZ (The Member of Tarjih Assemblies Field of PWM Sidoarjo).

## 2. Secondary Data

This research uses several data sources that help provide information as a comparison material derived from several kinds of literature of books, journals, and websites related to the object of the research. The usefulness of secondary legal material is to guide researchers towards where the researcher steps.<sup>94</sup> Some books are the reference for researchers with the theme of contract (*akad*), savings or *wadi'ah*, debts (*qardh*), usury (*riba*), and several other books related to the theme.

## 3. Tertiary Data

Apart from the two data above, the author also requires tertiary data related to the object of research, such as the large Indonesian dictionary.<sup>95</sup> Tertiary data sources are supporting data sources, including materials that explain primary data sources and secondary data sources.<sup>96</sup>

## F. Data Collection Technique

The research of empirical law is a social fact that develops in a society that has sociological significance. The method of collecting social facts as an ingredient in the research of empirical law, is very dependent on the research model and research instruments used. In researching empirical law to collect social facts can be done with various research

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<sup>94</sup> Peter Marzuki, *Penelitian Hukum* (Jakarta, Prenada Media Grup, 2007), 155.

<sup>95</sup> Zainuddin Ali, *Metode Penelitian Hukum* (Jakarta: Sinar Grafika: 2011), 106.

<sup>96</sup> Bambang Sunggono, *Metodologi Penelitian Hukum* (Jakarta: PT Rineka Cipta, 2004), 24.

instruments. Research instruments used in research or research of empirical law consist of:<sup>97</sup>

### 1. Interview

Interviews are interpersonal situations that are directly (face to face), with someone interviewer by asking questions designed to obtain answers that are relevant to the research problem to a respondent. In the interview all information obtained about what is desired is recorded or the director is well. Interviews are conducted to obtain information verbally to achieve the goal of getting accurate information from competent people.<sup>98</sup>

In the interview process, researcher use structured interviews, namely by making questions in advance to then be submitted to the informant, which is used as a guideline, and sometimes the method of indept interview or commonly referred to as research in depth, by continuously digging up information to get more info or results. deeply related to the problem. The aim is to find problems more openly and deeply, where the parties who are the speakers are asked for their opinions or arguments.

The interview with the resource person was recorded using a recording device and the researcher also recorded several important points in the interview session, to facilitate researchers in processing data.

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<sup>97</sup> Nasution, *Metode Penelitian Hukum*, 166.

<sup>98</sup>Burhan Ashshofa, *Metode Penelitian Hukum*, (Jakarta: Rineka Cipta, 2004), 95.

## 2. Documentation

Documentation is one kind of data collection technique aimed at the subject of research and exploring data, when exploring data use written literature. In the implementation of documentation, researcher investigates objects written which in this case is note, or in book that discuss about debts. It use for better complement the data.

### G. Data Processing Technique

After getting data from the data collection method, the researcher then processes the data by:

#### 1. Editing

The process of re-researching records, information and other collected by researcher. The reseacher collects data according to the type such as interviews or documentation that has been obtained from the object of the research.

In this editing technique the researcher will also check the completeness of the data obtained from the respondents.<sup>99</sup> In this case the researcher re-examined the completeness of the data obtained from several methods such as interviews conducted with the owner of the *arisan*, members of the *arisan* and the community who had borrowed *arisan* money and interviewed local religious figures.

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<sup>99</sup> Sunggono, *Metodologi Penelitian Hukum*, 125.

## 2. Classifying

Classification is one stage aims to select the data that has been obtained and limit some data that does not need to be included in this research, also classify some data to be more systematic in writing.

As for this research, researchers classified several data from *arisan* owners, *arisan* members, community members who had borrowed *arisan* money and local religious figures. This is done to facilitate researchers in the discussion chapter.

## 3. Verifying

Verification is an activity to find the truth from the data that has been obtained. In this case, the researcher re-checks the data that has been collected and knows the validity of the data whether it is valid and following what is expected.

In this research, the researcher re-examined all the data that had been obtained, and re-examined its validity through listening to the voice recordings from the interviews with the parties related to this research.

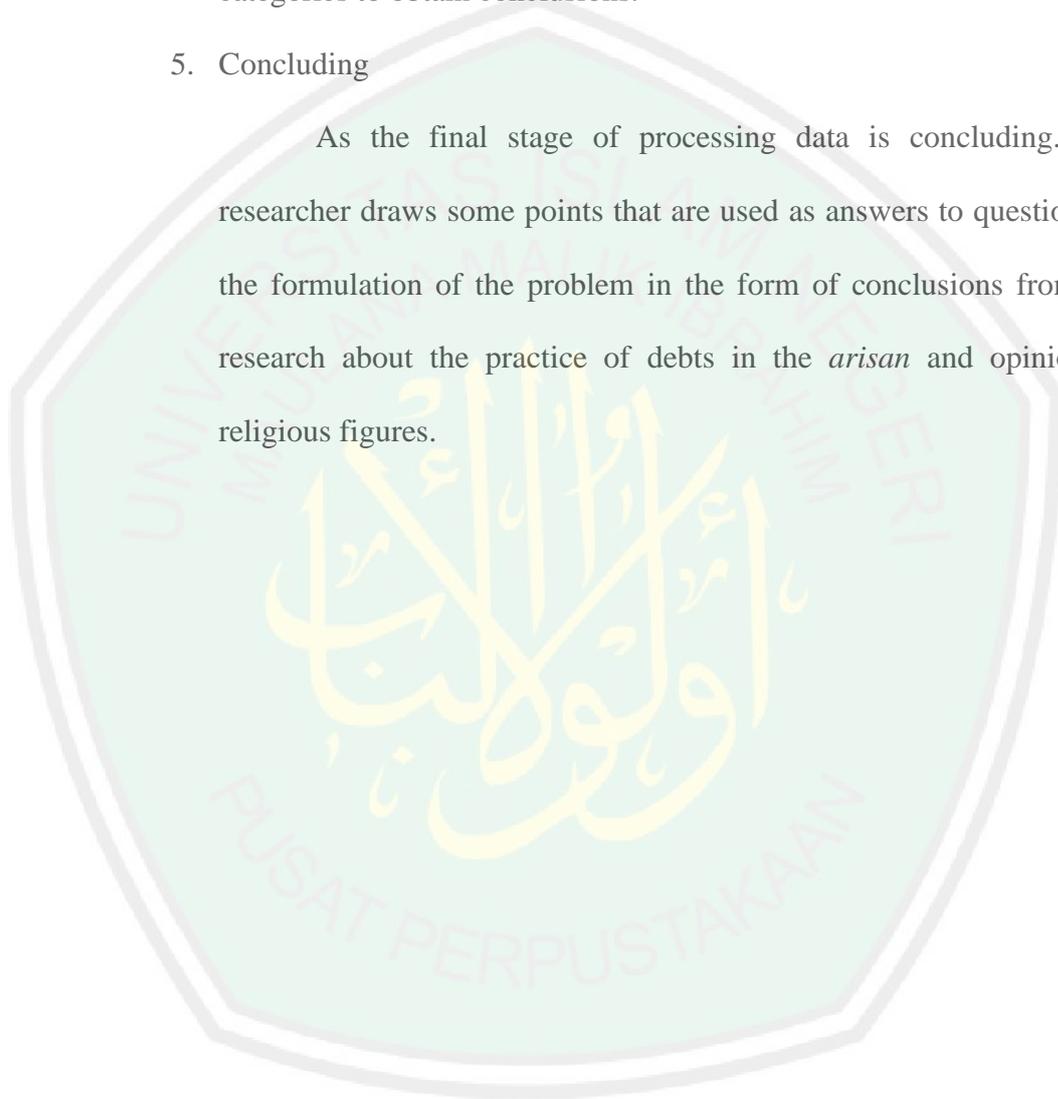
## 4. Analyzing

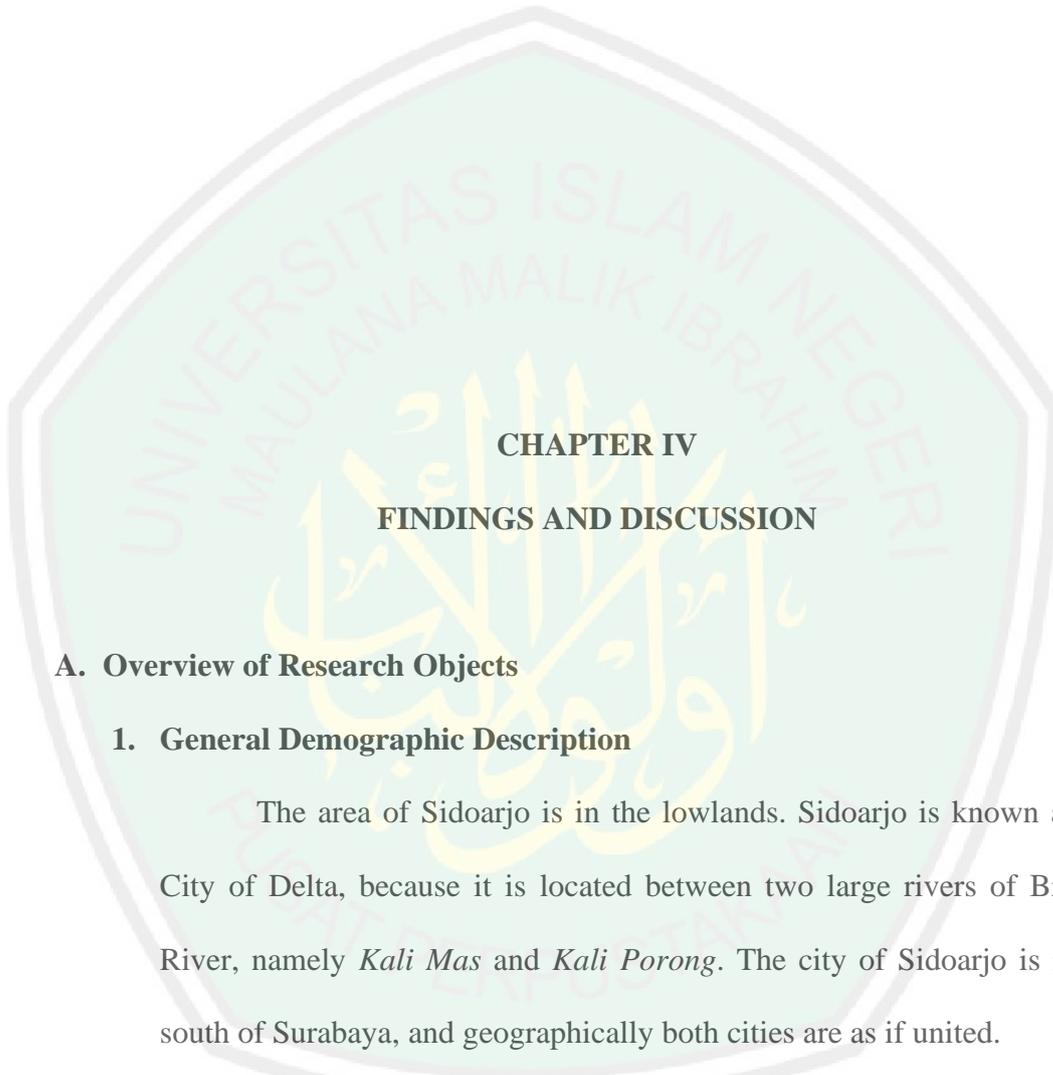
Stages of analysis are very useful stages in the research process, namely grouping data from data that has been received and obtained from a data collection process that is collected. Henceforth in further analysis of data that has been organized and arranged neatly and well, mainly related to the problems in this research.

In this research, the analysis technique carried out by researchers is qualitative descriptive, which describes the situation or phenomenon with words or sentences, then separated according to categories to obtain conclusions.

#### 5. Concluding

As the final stage of processing data is concluding. The researcher draws some points that are used as answers to questions in the formulation of the problem in the form of conclusions from the research about the practice of debts in the *arisan* and opinion of religious figures.





## CHAPTER IV

### FINDINGS AND DISCUSSION

#### A. Overview of Research Objects

##### 1. General Demographic Description

The area of Sidoarjo is in the lowlands. Sidoarjo is known as the City of Delta, because it is located between two large rivers of Brantas River, namely *Kali Mas* and *Kali Porong*. The city of Sidoarjo is in the south of Surabaya, and geographically both cities are as if united.

Sidoarjo Regency as a buffer for the Capital of East Java Province is an area that has experienced rapid development. This success is achieved because the various potentials in the region such as industry and trade, tourism, and small and medium enterprises can be packaged well and directed.

With the existence of various regional potentials and the support of adequate human resources, Sidoarjo is able to become one of the strategic regions for the development of the regional economy.

Sidoarjo itself is located between 112.5 degrees and 112.9 degrees east longitude and between 7.3 degrees and 7.5 degrees south latitude. The northern boundary is Surabaya and Gresik, in the south is Pasuruan, on the east is the Strait of Madura and on the west is Mojokerto.<sup>100</sup>

Wage is one of the village in Sidoarjo. Wage is in Taman Subdistrict, which is located not far from the southern part of Surabaya City.

The area of Wage is 207 ha, has village treasury land of 14.6 ha, village hall complex is 0.11 ha, grave land is 0.801 ha, field land is 1.00 ha, and population yard is 195.20 ha.

The boundaries of Wage Village are as follows:

- a. North side: Kedungturi and Pepelegi Village
- b. East side: Bangah Village
- c. South Side: Bohar Village
- d. West side: Suko and Kedungturi Village

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<sup>100</sup> -, "Tentang Sidoarjo", <https://informasisidoarjo.wordpress.com/tentang-sidoarjo/>, accessed 23 of June 2019

## 2. Total Population

Wage has a large population, this is because Wage has quite a lot of land. The total population of Wage is 18608 people and the number of heads of households is 5919 households.

## 3. Economic Condition

Wage has several school buildings, including 13 kindergartens, 5 elementary schools, a Juneor high school, and a high school.

In terms of education, there were 250 people who did not graduate from elementary school, 2134 graduated from elementary school, 1400 graduated from Juneor high school or Juneor high school, 2733 completed high school or high school, graduated D1 as many as 80 people and graduated S1 as many as 805 people.

**Tabel 4.1 The Economic Condition**

No	Types of Community Economics	Total
1.	Workforce (15-55 th)	14.428 souls
2.	School age (15-55 th)	3.620 souls
3.	IRT (15-55 th)	5.382 souls
4.	Full Worker (15-55 th)	14.021 souls
5.	Eratic Worker (15-55 th)	323 souls

The majority of the wage work as Private Employees, 2,492 people, 1,106 Traders, 723 civil servants, 246 people Farmers, 125

Laborers, 125 Private Teachers, 120 drivers, 45 soulmakers, Artisan 25 people wood, 21 stone masons, and 5 soul mechanics.

## B. The Practice of Debts in *Arisan* in Wage

### 1. The Implementation of *Arisan*

*Arisan* is a group of people who agree to spend a certain amount of money at each periodic meeting, then one of them has the right to receive the money collected based on the lottery system and all members will receive the same nominal.<sup>101</sup> But there are also those who use a system of distributing *arisan* money directly divided into all members without drawing, after collecting money for several periods.

*Arisan* has several types of methods, depending on the managing party or members of the *arisan*, because the most important thing in an *arisan* is an agreement. There is no standard rule in an *arisan* what it should be. One of them is *arisan* in Wage. Mrs. Wati as the Owner of *arisan* explained the beginning of the formation of *arisan*:

*“Arisan iki wes suwi mbak, ono lebih paling teko 20 tahun. Awal terbentuk arisan iki, jaman biyen satu minggu lo Rp 1.000 sampe saiki wes jajane Rp 19.000 tapi macem 2 nek ga pake tempat ya Rp 16.000 sak nyuwune, terus lek gula e Rp 5.000 terus minyak e Rp 3.500 olehe sak karton, dapet minyak 1 karton yang 1 literan. Jumlah e 48 minggu, terus tak potong gae buruane 1 minggu dadine 47 minggu. Kaitane biyen iku nanggung anakku sekolah, terus kepikiran nggae, akhire yawes gae titik titik, paling mek wong 20 sampe 25 terus sampe dadi uakeh sampe saiki.”<sup>102</sup>*

Meaning: This *arisan* has long been formed, about 20 years ago.

At first it was formed, the payment was only Rp.1,000 per week, and until

<sup>101</sup> Erwandi Tarmizi, *Harta Haram Muamalat Kontemporer*, 536.

<sup>102</sup> Wati, Interview, (Sidoarjo, 12 of May 2019), 10:21 WIB

now the payment of snacks was Rp. 19,000, but there were two types when using a place like a pan, if it did not use the place, it only paid Rp. 16,000, it was dependent on *arisan* members. Then there is sugar sugar that pays Rp 5,000 and Rp 3,500 oil *arisan* gets one carton of oil with 1 liter of packaging. The amount is 48 weeks, then the *arisan* owner deducts it in return for 1 week in each *arisan*, and becomes 47 weeks. Initially because while waiting for school children, until the thought of making a *arisan*, and the beginning of the opening of the gathering only contained about 20 to 25 members.

*Arisan* uses a method with *arisan* members paying money for 48 weeks, after 48 weeks the money can be taken directly by each member of the *arisan*, usually the *arisan* is completed before fasting, and members of the *arisan* can take their rights during the mid-fasting month before the Idul Fitri. This is as said by the owner of the *arisan*:

*“Pokok pas poso iku mbak, pertengahan poso iku sampe kate riyoyo, nek misal ono sing durung lunas pas durung poso, iku biasane langsung dilunasi cek ndang iso dijupuk”*<sup>103</sup>

Meaning: when fasting time comes, mid-fasting until Eid. If for example it has not paid off before fasting is immediately paid off so that it can be quickly taken.

Members of the *arisan* can take the *arisan* in accordance with the *arisan* that they follow, such as money gathering, snack gathering, sugar or oil *arisan*. Each member of the *arisan* may participate in more than one *arisan*, even though the form is the same or different. So, each member

<sup>103</sup> Wati, Interview, (Sidoarjo, 12 of May 2019), 10:21 WIB

can take part in 2 *arisan* or take part in money gathering and other snacks or *arisan*. As Mrs. Wati said:

*“oleh mbak, masio sak wong melok luwih teko sak arisan, sak karepe wong e. Pokok bayare yo ngko di rangkep langsung”*<sup>104</sup>.

Meaning: it is allowed, even when there is one person join more than one *arisan*. It is up to the member. It should pay directly double.

Related to the management of *arisan*, Ibu Wati said that there were several collectors who helped her:

*“Mboten mbak, Cuma e ngene lo ono sing ngepul ngepul terus tak bagi hasil titik dang. Dadi yo nek pengurus ya gaono pengurus liyane mek kulo tok sing nyekel arisan iki. Ngko pengepule biasane ono sing njauk e gulo ono sing duwit ya sembarang.”*<sup>105</sup>

Meaning: there are no other administrators, only collectors who help attract *arisan*, and later there will be profit sharing. So there is no any other management, all of them are immediately handled by the owner of the *arisan*. Later, collectors will ask for sugar if given sugar, if they ask for money, they will be given money.

The same thing was expressed by Mrs. Diah who had long been a collector of *arisan*:

*“wes ket biyen mbak, kan yo ngene iki ngewangi a itungane. Ngewangi bos arisan, membantu ben wong ga ribet ribet mbayare. Nek upah yo dikei gulo biasane nek riyoyo iku 10 kilo. Terus nek misal ono wong sing ga bayar yo tak jarno mbak, aku gatau nalangi soale gaoleh karo Ning Mu dewe. Duwite arisan dewe yo gatau tak silih soale kan duwite wong akeh, terus ngekekno nang wong e yo seminggu pisan. Nek masalah duwit iuran yo tak padakno mbak, aku gatek mbathi, dadi nek teko Ning Mu 16.000 yo aku melok 16.000”*<sup>106</sup>

Meaning: Already from a long time ago *mbak*, being a collector is like helping *arisan* owners, so that members of the *arisan* are also not

<sup>104</sup> Wati, Interview, (Sidoarjo, 12 of May 2019), 10:21 WIB

<sup>105</sup> Wati, Interview, (Sidoarjo, 12 of May 2019), 10:21 WIB

<sup>106</sup> Diah, Interview, (Sidoarjo, 5 of July 2019), 16:30 WIB

bothered when paying. For wages, usually given 10 kg of sugar when Eid. For example, there are people who do not pay, so I let it be, there is no term to help pay first. I have never lended *arisan* money, because it belongs to many people, and gives it to *Arisan* Owners once a week. When it comes to contributions, I do not take advantage. According to the owner of *Arisan*.

The number of members who participated in this gathering varied, because there were also several types of *arisan*, as said by Mrs. Wati:

*“Anggota e sing gulo tok iku 460, terus sing minyak iku 250, lah sing iku jajan mek 200, terus sing uang iku 10.000 per minggu terus buruane 1 minggu iku sampek 500 tiyang.”*<sup>107</sup>

Meaning: there are 460 members join sugar *arisan*, and 250 member of oil *arisan*, 200 people member of snack *arisan*, then 10,000 per week and salary up to 500 people.

Regarding the payment system there are several types, as said by Mrs. Wati:

*“Terserah sakjane mbak bayare iku, iso mingguan iso wulanan, pokok jumlah e 48 minggu ngunu. Sak kobere wonge nek kate bayar mreng, nek bayar nang pengepul ya monggo ngko pengepule sing nang aku. Nek aku kadang yo nariki titik sing cidek kene ae.”*<sup>108</sup>

Meaning: It is up to the member, it can be weekly or monthly, the important is 48 weeks. As much as possible when the person pays. If there is someone who wants to collect, please go to collectors, if you want to go directly to me, it's okay, sometimes I also withdraw the money to the closest member.

<sup>107</sup> Wati, Interview, (Sidoarjo, 12 of May 2019), 10:21 WIB

<sup>108</sup> Wati, Interview, (Sidoarjo, 12 of May 2019), 10:21 WIB

Based on the interview there are several points found by researchers related to *arisan* and the system, including:

1. *Arisan* of snack

*Arisan* was attended by 200 members. The member of the *arisan* gets snacks in the form of Eid cakes, some basic needs and gets a bucket or pan as a place for the snack. The money paid varies, because there are members who use the place there are those who do not use the place, if the members choose to use the place where members have to pay Rp 19,000 per week, and if the do not use the place must pay Rp 16,000 per week.

Snacks obtained during the distribution of *arisan* include ½ kg rambak, khong guan biscuits, 2kg beans, 2liter of oil, 5kg sugar, 1kg cashew nuts, 1kg of *blinjo*, 3 soft drinks like coca cola, sprite, fanta, yupi candy, monde biscuits, marjan syrup, wafers, and containers or places.

2. *Arisan* of money

*Arisan* money is attended by 500 members. *Arisan* members pay Rp 10,000 per week, paid for 48 weeks. The owner of the *arisan* revealed that the money was deducted for a compensation of Rp. 10,000 per member. The money obtained by *arisan* members is Rp 470,000.

3. *Arisan* of oil

This *arisan* joined by 250 members, each member get 20 pack of oil. Each member should pay Rp 3500 each week.

#### 4. *Arisan* of sugar

This gathering is attended by 460 members, each member pays Rp 5,000 per week. Each member gets 20 kg of sugar.<sup>109</sup>

Regarding the payment system this *arisan* can pay to collectors or directly to Mrs. Wati as the owner of the *arisan*. *Arisan* uses a method with *arisan* members paying money for 48 weeks, after 48 weeks the money can be taken directly by each member of the *arisan*, usually the *arisan* is completed before fasting, and members of the *arisan* can take their rights during the mid-fasting month before the Idul Fitri.

Members of the *arisan* can take the *arisan* in accordance with the *arisan* that they follow, such as money gathering, snack gathering, sugar or oil *arisan*. Each member of the *arisan* may participate in more than one *arisan*, even though the form is the same or different. So, each member can take part in 2 *arisan*, or take part in money gathering and other snacks of *arisan*.

The contract is used when the member first registers for the *arisan*. The contract in this case is an agreement. In Islamic legal terminology, a contract is defined as the relationship between consent and qabul that is justified by syara' which creates legal consequences for the object.<sup>110</sup>

Mrs. Wati explained the beginning of the agreement or contract that was said to people who would join the *arisan*:

<sup>109</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

<sup>110</sup> Ghufroon A. Mas'adi, *Fiqh Muamalah Kontekstual*, 76.

*“Nek kate melok yo tak jelasno sek mbak, kate melok arisan sing opo. Olehe nek misal sembako iku opo ae, nek misal jajan iku olehe opo ae, nek duwit iku piro, ngunu. Terus mbayare iku mbak mbayare piro, sak ben opo, yowes ngunu mbak. Ngko nek wes oke yawes melok ngunu ae mbak”<sup>111</sup>*

Meaning: if I want to join, I explain first, who wants to join the *arisan* which, if you have any basic necessities, if for example the snacks are anything, then how much you should to pay, what time the date of payment. If it is okay, then just automatically joined.

This is the same as expressed by Ms. Aci, as a member of the *arisan*:

*“Iyo nek kaitan melok dikandani, iki ngko olehe sak mene ning, koyok kacang, gulo, rambak, khong guan yo ngunu iku, moro mbayare piro ngunu ae. Aku dewe melok iki soale kan gampang se, ga ribet, mbayare iso nang pengepul iku. Aku melok e yowes lebih teko 10 tahun lah iki. Wes ket biyen kae”<sup>112</sup>*

Meaning: Yes, if you are notified in the beginning, what can you get, like beans, sugar, *rambak*, how come it is like that and how much will you pay later. I joined it because it was easy, not complicated, and I could pay it to the collectors. I joined for more than 10 years. It is been a long time ago.

The other members said the same thing, namely Mrs. Atul. Said that:

*“Awal melok yo ditakok i melok e opo, ngko diomongi oleh opo, terus opo jenenge kan iku 48 minggu dipotong satu minggu gae upah e wong e. Ga ono buktine, wong e nyatet dewe ndek buku. Dan mesti podo ambe sing di omongno. Podo gatau telisik. Gatau telat. Healah poso oleh telung dino wes iso dijupuk i.”<sup>113</sup>*

<sup>111</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

<sup>112</sup> Aci, Interview, (Sidoarjo, 5 of July 2019), 10:30 WIB

<sup>113</sup> Atul, Interview, (Sidoarjo, 7 of July 2019), 16:30 WIB

Meaning: Initially asked to join any *arisan*, later on being told what they could get, then the *arisan* was 48 weeks deducted one week for the owner's salary. There is no written evidence, the owner of *arisan* notes himself in the book. The acquisition of a *arisan* is always the same as the initial agreement. Never wrong, and late. It can be taken in third day in Ramadhan month.

Another statement said by Ms. Liah:

*“Ya kalau mau ikut, ditanya ikut arisan yang apa, kan saya milihnya yang sembako, jadi ya langsung dikasih tau jajan nanti dapatnya apa saja, kayak gula berapa kilo. Dan ya selalu sama seperti janji diawal tadi, tidak pernah ada yang diganti atau dikurangi”<sup>114</sup>*

Based on interviews with several members of the *arisan*. The contract used with the owner of the *arisan* has been fulfilled, and the owner of the *arisan* has never committed an injury or something that violates the agreement between the two parties. Apart from being easy and the owner of the *Arisan* is exactly the promise, motivation and other reasons why follow this *arisan* and whether the goods obtained are in accordance with the initial contract. This was revealed by Ms. Aci as follows:

*“Yo nek kate riyoyo kan enak, wes ga atek blonjo maneh, dadi wes siap teko arisan iku. Nek aku se mek melok arisan jajan tok. Mesti sesuai janji karo awale, dadi masio kabeh usume larang, tapi mesti oleh lengkap. Soale iku maeng wong e tanggung jawab. Pasti olehe sesuai, gatau dikurangi masio jare wonge tau rugi. Dee sesuai kesepakatan yo iku maeng janjine kan”<sup>115</sup>*

Meaning: Yes, if eid al fitr comes it will be good, i do not need to shop anymore. So it is ready from *arisan*. Always promises, so even

<sup>114</sup> Lia, Interview, (Sidoarjo, 5 of July 2019), 17:00 WIB

<sup>115</sup> Aci, Interview, (Sidoarjo, 5 of July 2019), 10:30 WIB

though all snacks are expensive, the snacks always complete. Because that was the person's responsibility. It must be appropriate, never reduced even though the person (Owner *Arisan*) suffered a loss. So according to the agreement that was promised.

The statement from Mrs. Atul;

*"Opoo kok melok yo soale gampang, cepet ndang putus ngunu gak suwi suwi. Jangka waktunya kan hanya 11 bulan".*<sup>116</sup>

Meaning: why does it come along because it is easy and fast to be divided into 11-month.

Then the researcher asked whether the Owner of *Arisan* had revealed that the *arisan* money would be lent to members or non-members, Mrs. Aci said as follows:

*"Awale yo ga diomongi, wes diomongi iku maeng olehe opo ae. Tapi yo aku ero nek iku maeng oleh nyilih, soale ono kan biasane anggota sing nyilih. Tapi gaero yoopo yoopone. Wong e gatau ngomong nek duwite digae ngunu. Eroku mek olehe arisan iku jajan opo ae. Wes awal diomongi ngunu tok."*<sup>117</sup>

Meaning: Initially I was not told, what did you get but I know if you can lend, because there are members who usually lend money. But do not know how the system. The owner of the *arisan* also never tells if the *arisan* money is used like that. I only know that what kind of snack which I get. Already told that. As for Ms. Atul and Ms. Lia said that, the same thing as Mrs. Aci, as follows:

Ibu Atul: *"pas awal ga onok, ga diomongi lek duwite di utang utangno."*<sup>118</sup>

<sup>116</sup> Atul, Interview, (Sidoarjo, 7 of July 2019), 16:30 WIB

<sup>117</sup> Aci, Interview, (Sidoarjo, 5 of July 2019), 10:30 WIB

<sup>118</sup> Atul, Interview, (Sidoarjo, 7 of July 2019), 16:30 WIB

Meaning: at first there is no communication or agreement if the money lend by the owner of *arisan*.

Ibu Lia: “Nggak ih mbak, nggak pernah ngomong. Ya pokoknya itu tadi wes, Cuma dibilang ikut nya arisan apa, dapet apa, bayar berapa gitu, nanti bayarnya kemana, kan ada yang di pengepul.”<sup>119</sup>

Meaning: No, never talk about it. Only talk about what *arisan* do want to join, what will you get, how much the payment, then where you want to pay, because there is people who paid to the collector.

Based on interviews with several members of the gathering, the researchers summarized in several points as follows:

1. The contract that is disclosed at the beginning of the agreement, the owner of the *arisan* asks what *arisan* will be followed, then explains what acquisition of the *arisan*, what payment, and paid to the collectors or directly to the owner of the *arisan*.
2. The acquisition of *arisan* is always the same as what was agreed upon at the beginning of the contract.
3. At the beginning of the *arisan*, members of the *arisan* are not notified whether the *arisan* money will be used for loan, meaning the owner of the *arisan* never informs the *arisan* member or asks for approval.

## 2. The Practice of Debts in *Arisan*

In Islam, debt is also called *qardh*. One of the contemporary scholars of Sayid Sabiq, gave the definition of *qardh* as assets given by the lender (*muqtaridh*) to then be returned to him (*muqridh*) as he received, when he was able to pay it.

<sup>119</sup> Lia, Interview, (Sidoarjo, 5 of July 2019), 17:00 WIB

Based on these definitions, it appears that the actual debt is a form of *mu'amalah* that has a *ta'awun* pattern or assistance to other parties to fulfill their needs.

But what happens in the *arisan* in Wage is the *arisan* money is used to be lent to members or other people who are not members of the *arisan*. This was stated by the *Arisan* Owner and how this could happen:

*“Awale iku ono beberapa anggota pingin nyeleh, terus kadang yo ono teko tonggo dewe sing pengen utang, akhire yowes tak coba nyilih nyilihno ngunu, moro suwi suwi aku mikir yopo nek tak puter duwite tak gae nyilihno nang wong wong karo ono tambahane. Terus tambahane iku nek gae njangani nek rego mundak mbak, kan iku kenek gae nutupi.”<sup>120</sup>*

Meaning: at the first there are some members want to lend the money of *arisan*, sometimes there are my neighbours want too, then I tried to lend the money, by the time I thought how if I turning the money with addition. And the addition use to anticipate if the price increased, it could to cover it.

Then continued by Ms. Wati the reason why there was an additional 5% and 10%:

*“Soale nek ga anggota nyilihne iku mek tak olehi pisan tok mbak dalam satu periode. Makane sisan tak akehno tambahane, soale nek nyilih e bolak balik wedi aku mbak kan wonge gaduwe jaminan duwek blas nang kene, kan guduk anggota iku maeng mergone, salah wonge mek titik yoan sing nyilih. Makane iku tambahane tak bedakno.”<sup>121</sup>*

Meaning: because if there is non member want to lend the money, I give the money only for one time. So, I add more in the addition, because if it happens for two or three times I am afraid to

<sup>120</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

<sup>121</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

give because there no guarantee, because they are not the member. And the non members who want to lend just little bit. So, the addition is difference.

This *arisan* money lending system is noted, it anticipates that there will be no misunderstanding with the person who is lending. Sometimes lended money is not immediately given. Lenders must order. Because the money lended comes from money of *arisan*, so when the money is there it will be given to the lender. The *arisan* owner says the following:

*“Ngene mbak yo kari teko rene, moro tak catet butuhe piro, moro kapan mbalekno e iku kurang rong wulan poso iku kudu wes balek. Tapi lek pas gak ono duwite nek kate nyilih yo dicatet disek ndek buku, nginden bahasane. Nek awal awal durung ono duwite iku lo. Dadi sing nyilih yo kudu paham nek gaiso dijupuk langsung, ditulis disek, diurut sopo sek sing kate nyilih yo iku ngko urutan iku maeng sing digae patokan, nek kaitan nulis yo brarti kaitan oleh. Ngko nek kate bayar berarti yo kari ngomong urutan iku maeng, nomer piro, terus ambe ttd, nek lunas langsung yo ditandai lunas ngunu mbak.”<sup>122</sup>*

Meaning: just come here, keep track of how much you need, then when to return it is less than two months fasting must have returned, but if there is no money, if you want to lend it then first noted in the book. *Nginden* called it. If there was no money in the beginning So, if you want to lend, you have to understand that it can not be taken directly, according to who wants to lend later, that sequence is the priority, if you write it first, it means getting it first. If for example you want to pay the debt, then you will say the number of

<sup>122</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

the order beforehand, what number, and given, if paid in full, so write it paid off.

Regarding the grace period, Ibu Wati said that there was an agreement at the beginning of the debt receivable, namely the deadline for lenders to pay their debts, like this:

*“Oh nek iku ya pokok aku ngomong ngko nek wes kate kate poso ngunu iku, biasane rong wulan ta sak wulan kate poso ngunu iku wes kudu bayar. Pokok nek misale durung bayar biasane yo tak takokno mbak, kan soale wes kate gae ngelunasi duwit jajane sisan.”<sup>123</sup>*

Meaning: Oh, if that is the case, I will tell them that during the fasting month, usually one or two months before I have to paid. If I have not paid, I usually ask to them because the money is also used to pay off the allowance too.

The phenomenon of debts debt is sometimes colored by late payments on the part of the lender and becomes a loss for the lender.

Ms. Wati gave the following statement:

*“Iyo tau mbak, terus akhire aku sing nalangi, biyen iku soale ancen yo kadang wong ono sing mbulet jarene sek neng sek neng, sampe kate dibagikno akhire yo yoopo maneh mbak, resiko ya, aku sing maleh nalangi.”<sup>124</sup>*

Meaning: yes there is, then I bear the loan, in the past there are people when I ask for the money they said wait and wait, until the distribution almost come it already become the risk, the I bear it.

These debts are based on trust, so when the *arisan* owner finds someone who cannot pay, the *arisan* owner will come to his house

<sup>123</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

<sup>124</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

and negotiate a family. This debt is only written in the book of the owner of the *arisan*. As for the range of loans, Ms. Wati gave the following statement:

*“Sekitar limang atus sampe telung juta mbak, iku ae ndelok ndelok sopo wong sing nyilih, ekonomine yoopo, cek ne podo podo enak mbak, bayare yo gak telat telat”*<sup>125</sup>

It means: around five hundred to three million, it depends on who is lending, how about the economic condition, so that they feel the same as not being burdened, so that the payment is not late.

One member of the *arisan* who had lended, Ms. Fitria, said that:

*“Nek misal nyilih duwit “aku wulan ngarep nyilih duwit disek”. Daftar sek ngunu lo mbak. Iku ga langsung dikei. Kan iku urutan se sopo sing njaluk disek, misal aku wulan ngarep nyilih duwit tanggal sakmene. Terus ngko ditakok i ning mu, “nyilih piro?” terus aku ngomong nyilih siji, sak juta ngunu berarti giliran. Kan sing nyilih kan wakeh se mbak. Sembarang minimale, ndelok iku maeng narik i iku maeng oleh piro, duwit arisan iku maeng sing di puter, nek narik ane akeh yo nek nyilih akeh yo dikei nek narik titik nek nyilih titik yo ngko di kei separuh sek. Bungane iku sak juta iku seket ewu. Nek diluar anggota sak juta yo satus ewu. Dadi nek misal guduk anggota yo nek wulan ngarep mbalekno sakjuta satus ngunu lo mbak. Nek anggota ya mbalekno sak juta seket. Terus nek kate poso kate pembagian iku, kate mbagi arisane biasane 2 bulan sebelum pembagian arisane, misal poso maeng bulan May ya misale berarti bulan maret kudu lunas. Soale duwite kate ditukokno mau, gae barang barang e mau. Kan arisan ono sing dijuluk i barang ono sing duwit. Paling dukur aku nyilihe loro setengah, iyo tapi gak dikei brek tergantung iku maeng lo, tarikane maeng lo. Soale ono sing mbayare seminggu, ono sing mbayar wulanan. Aku ben melok arisan iku dimulai yo utang maneh. Yo digae kebutuhan wong wedok mbak, misal ono kekurangan opo, sing gajine suami gak nutut. Kan itungane nang kunu gak pake persyaratan se mbak, nek nang bank kan atek persyaratan atek jaminan. Dadine nek ng bank kan ono persyaratan. Akeh akeh e wong anggota, nek wong sing ga anggota sing wes kenal lek gak kenal yo ga gelem. Misal dee gaduwe duwek nang arisan, tapi*

<sup>125</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

*kate nyilih, yo tapi kan wes kenal. Misal sampean melok rong arisan, sak arisan oleh sak juta, kan rong arisan oleh rong juta, dadi iku mene nek pelunasan yo gatak jupuk duwitku tak gae mbayar utang maeng, tapi yo karo mbayar bunga e. Tenggang waktune masa e pelunasan iku bulan maret tahun ngarep lo yo. Mulaine kan setelah lebaran iki, satu bulan setelah lebaran iki biasane mulai. Sing nyilih wong e ga mesti sing melok duwit masio jajan yo gapopo nek utang.”<sup>126</sup>*

Meaning: If next month I want to lend money “I will lend money next month”. Register first. It was not immediately given. Is not that the order of who asked first, for example, I will lend this month next month. Continue to be asked how much to lend. Then I say *siji* Rp. 1.000.000 means that it turns. Because there are many people who lend money. For example, if there are a lot of people, you will not immediately be given all of them, half will usually. The interest is for members, if one million means it should paid one million and fifty thousand, if non members, it should paid one million and one hundred. So if for example you are not a member, for example, next month you will return one million one hundred, so if you have a member, one million and fifty. Then if it is approaching the fasting month for the distribution, the *arisan* is usually divided two months before the *arisan*, for example, the fasting of May so March must be paid off. Because the money was given for the item or snacks. Because there is a *arisan* money and snacks. I lended at most two million rupiahs. But not given everything, depending on that. Because there are monthly payers and weekly ones. Every time I join the

<sup>126</sup> Fitria, Interview, (Sidoarjo, 1 of July 2019), 18:31 WIB

*arisan*, I start to lend again. For needs, for example there are deficiencies, whose husband's salary is not sufficient. It does not use the requirements, if you use a guarantee at the bank. So if there are requirements in the bank. Most of those who lend members, if not members means that they must be people who are known to be close, if not then the owner of the *arisan* does not allow it. For example, you join two *arisan*, one *arisan* gets one million rupiah so two two million *arisan*, then later the time of repayment of the money is not taken but is used to pay for waste. The repayment deadline is in March. At first, after eid al fitr, it usually starts. Not only those who join the *arisan* take part, but those who join the snack gathering may also be in debt.

**Table 4.2 The System of Loaning Money**

No	Name	Amount	Date
1	Fitria	Rp 1.000.000	1/02/18
2	Fatma	Rp 2.000.000	6/02/18
3	Endah	Rp 1.000.000	8/02/18
4	Afifa	Rp 500.000	10/02/18

Based on the table, it can be seen that the number becomes a sequence or pin number to be used to pay for *arisan*. So, the first sequence number gets first, second sequence number gets second, and so on. The number will be used to pay debts, if you want to pay debts

the debtor only mentions the serial number. The table is intended for *arisan* members and is separate from non-members because the interest is different. The loan repayment system for members is as follows:

**Table 4.3 The System of Loan Returns**

No	Name	Date	Loan Amount	Instalment	Interest	Information	Signature
4	Sri	11/01/19	Rp 2.000.000	Rp 200.000	Rp 50.000		(filled by the debtor if the debt has been paid off)
		20/01/19		Rp 300.000			
		16/02/19		Rp 600.000			
		22/03/19		Rp 400.000			
		14/03/19		Rp 500.000		PAID OFF	
2	Fatma	23/01/19	Rp 1.000.000	Rp 300.000	Rp 50.000		
		04/02/19		Rp 300.000			
		13/03/19		Rp 400.000		PAID OFF	
1	Fitria	04/03/19	Rp 2.500.000	Rp 1.000.000	Rp 50.000		
		23/03/19		Rp 600.000			
		28/04/19		Rp 900.000		PAID OFF	

Another statement from the *arisan* member who lended the money was stated by Ms. Fatma, as follows:

*“nek utang iku mbak sak butuhe kene, butuhe piro. Nek jupuk e iku nek wes dibagi siji di bagi kabeh. Dadi nek tenga tengah jupuk yo gaiso, isok e utang. Kudu dibagi podo pas wayahe iku, intinya kan di nggo riyoyo mbak. Wes pokok e awak dewe butuh, pengen utang yo utang. Ping loro aku mbak, pertama nyilih limang atus, terus aku ngekei bunga e langsung tak balikno brek, terus suatu saat aku butuh duwit, aku nyilih maneh, kan ngunu iku gak mesti se mbak, kadang ngunu durung ono duwit di semayani. Terus kan aku wes terdaftar maksude daftar utang ngunu lo mbak, terus aku takok kapan kiro kiro kulo mriki ning? Lah terus ngko nek wes mari narik terus aku nyilih, aku nyilih sak juta. Pinjamnya iku yo tak gae kebutuhan mbak, paling nek ono pesenan. Pokok wayahe wong mbagi iku kudu wes balik duwite. yo wes diwarah nyilih sak mene yo bayare sak mene ngunu wes dikandani wong e.”<sup>127</sup>*

Meaning: if want to lend is depending on our opportunity. If the distribution is together when the day of distribution comes. So, if in the middle time of *arisan* we can not take the money. It should same with the day of distribution, because it use when eid al fitr. So when we need money and want to lend the money, just lend the money. I lend the money two times, first I lend fifty thousand then I give back also the interest directly. The someday I need again to lend the money, I lend the money again, the money is not always ready, sometimes the owner ask to waiting. Then I have listed, I mean listed in the list of loan, then I ask when I can go to there again? And when the owner already withdrew the money, I lend one billion. The loan is for the opportunity, when there is *pesenan*. So, if the disbtribution day is coming all of member should to return the money, and it has

<sup>127</sup> Fatma, Interview, (Sidoarjo, 2 of July 2019), 18:36 WIB

talked at first if we lend the money so there is the addition it is from the owner.

As for the neighbors of the *Arisan* Owner and several other people who have lended, researchers tried asking how many times to lend, were there any additions to the loan, how was the contract, and whether there were objections to the addition, they said that:

Mrs. Kartika: *“aku minjem yo tiap tahun tiap gae yo utang, pinjam ya waktu butuh, jare yo gae nek barang mundak kan arisan jajan, persiapan barang naik. Yo nek aku pinjam yo gae keperluan, kekurangan. Pinjame yo sekitar satu juta. Nek mbalekno mesti langsung aku mbak. Biasane mbalekno e yo nek akhir akhir wayahe kate pembagian ngunu. Terus kene kaet bayar. Gak pake nyicil ga koyo koperasi. Gampang soale mbak ga atek jaminan ga atek survei langsung ae. Kan aku tonggo mbak makane oleh. Awale ngomonge yo “sampean kei mbak njagani nek barang naik” sanjange ngoten, iku wes teko kono wong e ngomong nek nambahe satus. Ngko nek gulo kan kadang naik, liyane kadang kan naik yo iku di gae ngunu. Iku mek olehe nyilih sak juta terus nek wes yo yowes. Wong e nulisi dewe kene gak pegang opo opo, nek nyicil ngunu berarti wulan mene kari piro. Tapi aku gatau ngangsur langsung tak balekno brek nek kate tutup tahun ngunu iku.”<sup>128</sup>*

Meaning: I lend every time when made a period new *arisan*, I lend again, I lend it when I need it, she said, it is used to prepare for rising prices of snacks, preparation for rising snacks. Yes, if I lend for needs and shortcomings. The loan is always one million. If I return it, I have to go right away. Usually the return of the end time before the distribution. Then I want to pay. Do not use installments, unlike cooperation. It is easy because there is no guarantee, there is no direct survey. Because i am the neighbour so i allowed to lend. At first the owner talked “you give more because it will use to cover the price”, it

<sup>128</sup> Kartika, Interview, (Sidoarjo, 7 of July 2019), 18:36 WIB

was already from where to add a hundred thousand. If sugar sometimes rises, others increase so it is made like that. You can only lend one million if you pay it off. The person or the owner wrote himself we do not hold anything, if you pay in installments it means how many days are left. But I was never pay in installments, I was immediately returned when closing the year.

Another statement from Mrs. Riya and Ms. Siti that ever lend the money although they are not the members of the *arisan*:

Mrs. Riya: “*Soale aku tonggone mbak dadi ne yawes gak popo, biasane pinjame niku kulo rong juta biasane. Gae bayar cicilan. Ngge kulo ben mbuka arisan niku kulo pinjem. Nek jare wong e iku sak juta e sepuluh persene yo satus, ngko rong juta yo rong atus. Ngunu wes teko wong e mbak. Paling lambat iku rong wulan sak durunge riyoyo.*”<sup>129</sup>

Meaning: because i am the neighbour so no problem, usually I lend two billion, for installments. Yes I lend in every period. From the owner said that if one billion for ten persen is one thousand, then when two billion is two thousand. It come from the owner. No later than two month before eid al fitr.

Ms. Siti: “*yo gae kebutuhan tok, iku mbayare nek sak juta dadine sak juta satus. Biasane aku tak cicil, pindo nyicil moro lunas, ga ono sih mbak nek pinjam e iku ga atek jaminan.*”<sup>130</sup>

Meaning: it is for needs, the payment is when one billion become one billion plus one thousand. Usually I pay in installments. Two times then it paid off and there is no collaterat.

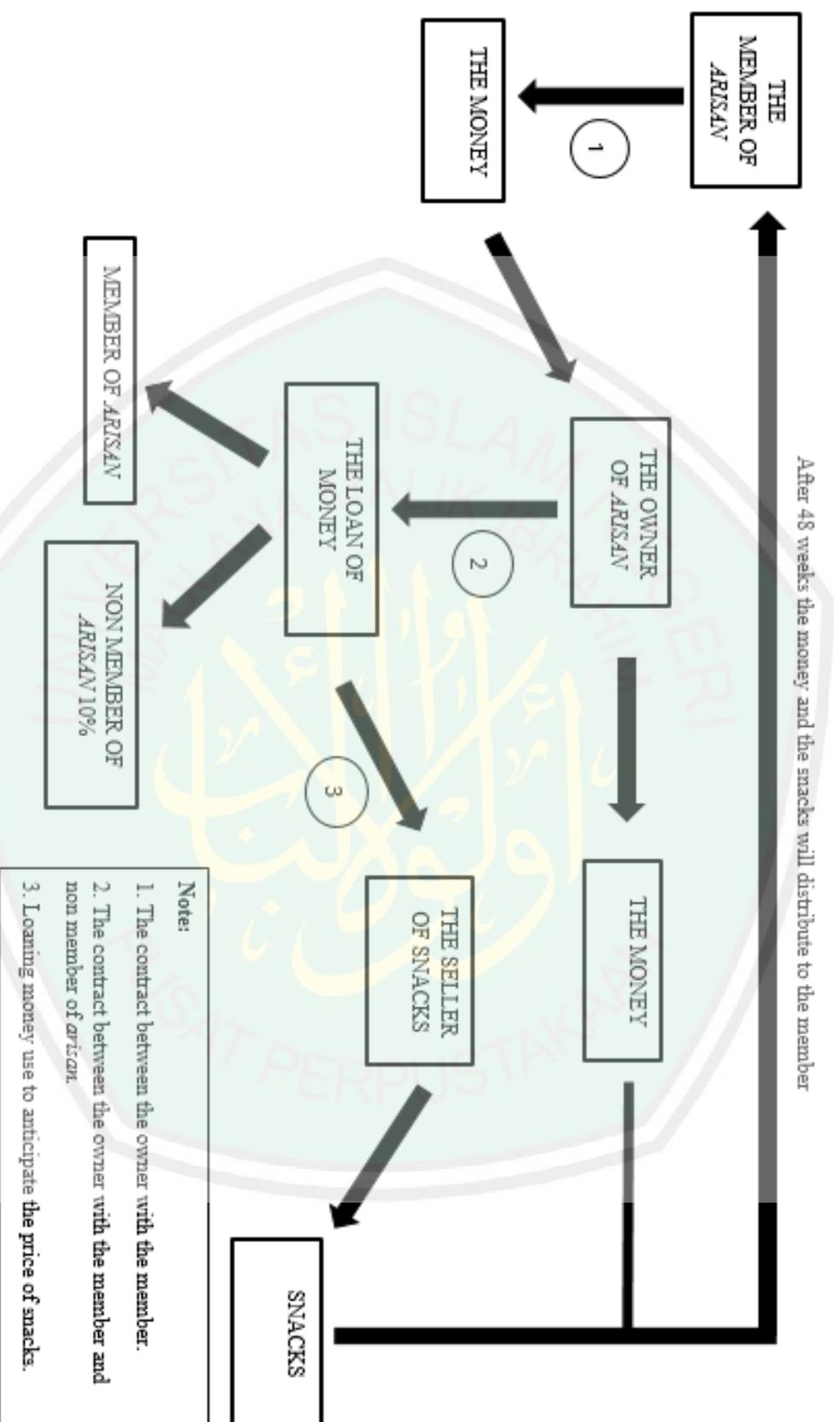
<sup>129</sup> Riya, Interview, (Sidoarjo, 7 of July 2019), 16:48 WIB

<sup>130</sup> Siti, Interview, (Sidoarjo, 7 of July 2019), 11:00 WIB

Based from the interview to the some member and non member of *arisan*, the author draw on the concept of debts to make it more clear below this:



Table 4.4 The Concept of Debts in *Arisan*



Based on interviews about debts with Ms. Wati as the owner of the *arisan*, there are several important points that are the focus of the researcher, such as:

1. The beginning of the occurrence of these debts because sometimes there are some people who need money for their daily needs. Finally, Wati allowed the condition that there were additional 5% and 10%.
2. The *arisan* money is lent to *arisan* members or non-*arisan* members such as neighbors and close relatives to meet their needs. In return there was an increase of 5% and 10%.
3. The occurrence of these additions is used to anticipate if there is an increase in the price of snacks or groceries that are purchased by the *arisan* owner. This was done so that members of the *arisan* did not need to add money if there was a price change that was not as stated at the contract.
4. The grace period given by Ms. Wati is during before entering the month of Ramadan, about one to two months before the month of Ramadan arrives. The existence of this debt has never occurred because the owner of the *arisan* already knew the party who lent the money.
5. The loan is carried out by meeting each other between the debtor and creditor.
6. The repayment in the loan is not specified the number of times the installments and no collateral required.

## C. The Perspective of Sharia Contract Law on Religious Figures' Opinion About The Practice of Debts in *Arisan* in Wage

### 1. The Religious Figures' Opinion about The Practice of Debts in *Arisan* in Wage

As previously explained, the practice of debts has been carried out by the people of Wage, Taman, Sidoarjo. This is often done by them to fulfill their needs and get loans easily.

Considering that this practice has been carried out for a long time, it has become a community habit where there is an element of interest in it, which is additional or the flower contains usury. Usury according to Sheikh Muhammad Abduh, usury is the additions required by the person who owns the property to the person who lends his property or money, because the promise of payment is repaid by the lender from a specified time.<sup>131</sup>

This means that in the case of a debt owing, there is activity out of *fiqh muamalah*. The existence of usury makes it illegal in Islam. Therefore, the public needs to be aware of the knowledge of transactions that are allowed and prohibited under the provisions of Islamic law, so that the public is not trapped and more involved in consuming property and doing things that are prohibited in Islamic law.

Thus, the existence of religious leaders in the middle of the mass plays an important role in providing legal explanations for the public to be

<sup>131</sup> Nawawi, *Fikih Muamalah Klasik dan Kontemporer*, 69.

aware of such prohibited transactions and the public may change the practice often to be abolished as it is a banned matter in Islam and can be abused true according to the law that has been set in Islam.

Here are some of the views given by religious figures in Sidoarjo from Nahdatul Ulama and Muhammadiyah Religious Figures:

- 1) Gus Syihabuddin, S.Ag (The Chief of PCLBM NU Sidoarjo) said that this practice was not allowed according to Islamic law, as he stated:

*“Pemilik yang menghimpun uang itu menggunakan barang titipan, wadi’ah nya itu tidak sesuai akad, dan dia menggunakan barang yang dititipkan tidak seizin pemilik. Itu yang wadiahnya tidak sah. Wadiahkan harus dengan amanah, ada kaidah kan begini لَا يَجُوزُ لِأَحَدٍ أَنْ يَتَصَرَّفَ فِي مَالِكِ غَيْرِ بِلَا إِذْنِهِ penggunaan barang wadiah yang dititipkan itu harus seizin pemilik. Kalo gaada izin pemilik itu harom. kedua peminjaman yang menggunakan laba atau prosentase dari yang dipinjamkan, disini posisinya pemilik arisan adalah muqridh, kemudian yang non anggota dan anggota adalah muqtaridh, nah ketentuan lima persen dari muqridh bukan muqtaridh, itu yang kemudian yang menjadi riba. Jadi ketika penentunya muqridh bukan muqtaridh atau orang yang berhutang maka itu dalil ini كُلُّ قَرْضٍ جَرٌّ فَإِذَا تَمَّ فَهُوَ رِبَا menjadi berlaku. Kalau kemudian syarat yang lima persen tadi diluar akad, misalkan begini, ngken bee wonten laba e kulo njenengan paringi. itu dari muqtaridh itu gak papa. Pokok kalau syarat keluar dari muqridh itu mesti riba. Dan kalau dibuat antisipasi barang naik yaitu ndak bisa, ibarate kalo ingin hasilnya baik ya jalannya baik.”<sup>132</sup>*

Based on the interview, there are several points that can be used, namely the use of *arisan* money to be lent, it has not yet received permission from the *arisan* members. This violates the fihiyyah rules as follows:

<sup>132</sup> Gus Syihabuddin, Interview, (Sidoarjo, 21 of August 2019), 11:18 WIB

لَا يَجُوزُ لِأَحَدٍ أَنْ يَتَصَرَّفَ فِي مِلْكِ غَيْرِهِ بِلَا إِذْنِهِ

Meaning: “No person may take legal action on another person's property without the owner's permission”.<sup>133</sup>

The purpose of this rule is that it is not permissible or illegal for anyone who performs *tasarruf* or legal actions, such as the sale and purchase agreement and others for objects or property of others without the permission of their owners, both *tasarruf fi'l* (acts), such as using objects belonging to others, or *tasarruf qauli* (words), such as entering into a contract of sale and purchase of another person's object that rents out another person's object, whether the property is someone else's personal property or the property of a friend who is associate with it, as long as the *tasarruf* has not received prior permission or blessing obtained later. So, if an object that is used without permission is damaged, it must be held responsible.

Because someone else's property is something that is honored. This honor must not be undermined by committing *tasarruf* without the permission of the owner, both clear and direct permission. A clear or direct permit such as someone representing someone else to sell his house. Meanwhile, an indirect permit such as a shepherd slaughtered his employer's goat who almost died.<sup>134</sup>

<sup>133</sup> Djazuli, *Kaidah-kaidah Fikih*, 131.

<sup>134</sup> Abbas Arfan, *99 Kaidah Fiqh Muamalah Kulliyah Tipologi dan Penerapannya dalam Ekonomi Islam dan Perbankan Syariah*, (Malang: UIN Maliki Press, 2013), 255.

Another point that can be taken is debts in the presence of additions. The debts is not allowed, because it contains usury, contained in a *kaidah fiqh*:

كُلُّ قَرْضٍ جَرَّ مَنفَعَةً فَهُوَ رِبَاً

Meaning: "Every debt that attracts benefits is usury or *riba*."<sup>135</sup>

Based on the opinion, Gus Syihabuddin, S.Ag stated that the practice of debts is not allowed because of some reasons. Firstly, there is no agreement to use the money from the members of *arisan*. Secondly, the addition is include to usury or *riba* because the addition required from the owner of *arisan* as *muqridh*. Thirdly, reason why there is interest in the addition debt repayment to anticipate the price is not permitted, because the addition in Islam include to usury or *riba*.

Another statement from Mr. Moch. Anas, S.Pd.I (The Vice Chief of PCLBM NU Sidoarjo), as he said:

2) Mr. Moch. Anas, S.Pd.I (The Vice Chief of PCLBM NU Sidoarjo):

*"Ketika uang itu diberikan, maka statuse titip, akade akad wadi'ah. Dasar yang menjadi pijakan akad wadi'ah adalah amanah. Sama dengan titipan niku juga amanah. berarti kalau amanah itu, maka kalau uangnya hilang, tidak wajib mengganti selama tidak ceroboh. Itu yadul amanah, selama tidak tafriidh atau ada unsur teledor, maka disitu tidak wajib mengganti. Maka jika statusnya wadiah atau titipan boleh tidak memanfaatkannya? Berarti tidak boleh mengfungsikan uang yang terkumpul dengan segala manfaat kecuali dapat izin dari peserta. Jadi selama tidak ada konfirmasi, minta izin, atau persetujuan dari peserta maka harta itu tidak boleh dimanfaatkan. Kalau wadi'ah itu amanah, jadi tidak bisa di utik utik. Berarti ketika*

<sup>135</sup> Djazuli, *Kaidah-kaidah Fikih*, 130.

akan memanfaatkan uang tersebut berapapun jumlahnya harus ada izin dari pemilik harta. Sekali lagi saya katakan bahwa boleh memanfaatkan uang itu asalkan ada izin dari peserta. Jika uang yang terkumpul itu pada akhirnya dipinjamkan dan memperoleh manfaat, itu tidak boleh karena akad dalam hutang itu adalah i'anah atau tolong menolong, maka jika dasarnya itu i'anah jangan sampai memanfaatkan qardh itu tadi. maka berlaku dalil *كل قرض جرّ نفعاً فهو ربا* nah tapi kalau berhutang itu mestinya ahsanukum qadha'a, sewaktu dikembalikan uangnya itu ada ucapan terimakasih dan menambahkan uang dari harta yang diutang. Itu diperbolehkan, karena apa timbulnya tambahan dari pihak yang berhutang. Kalau syarat itu diucapkan dari yang menghutangi itu berlaku yang dalil *kullu qardin jarra*. sebenarnya kalau masalah uang diputar, itu boleh tapi harus ada izinnnya. Kalau masalah uang diputar untuk mengantisipasi harga berarti satu hal yang harus dicatat yaitu kegiatannya harus diperbolehkan dalam Islam."<sup>136</sup>

Jurisprudence scholars or *jumhur ulama* agree, that the status of *wadi'ah* is mandated, not in the same name, so that all damages from custody are not the responsibility of the entrusted party, different if the damage was intentional by the person entrusted, as the reason is the Word of the Prophet:<sup>137</sup>

مَنْ أُوْدِعَ وَدِيْعَةً فَلَا ضَمَانَ عَلَيْهِ

Meaning: "Who is entrusted, he is not obliged to guarantee."<sup>138</sup>

Based on the explanation, it can be seen that the *wadi'ah* is actually permitted to function, but because it has a mandate basis, whatever is done by the party entrusted with the assets must be with the permission of the requester. So in this case later, the *wadi'ah* can be changed to the *yad dhammanah wadi'ah* mentioned above.

<sup>136</sup> Mr. Moch. Anas, Interview, (Sidoarjo, 25 of August 2019), 16:11 WIB

<sup>137</sup> Hendi, *Fiqh Muamalah: Membahas Ekonomi Islam*, 249.

<sup>138</sup> Abd. Abi Muh. Bin Yazid, *Sunan Ibnu Majah*, Kairo: Darul Hadits, Juz II, 353.

The principle of debts is *ta'awun* or *i'annah* is helping each other, so when *muqtaridh* have been helped by *muqridh*. So, *muqtaridh* could give more when want to return the debts. According to the hadits The Prophet Muhammad:

عَنْ أَبِي رَافِعٍ رَضِيَ اللَّهُ عَنْهُ أَنَّ رَسُولَ اللَّهِ - صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ - اسْتَسَلَفَ مِنْ رَجُلٍ بَكْرًا

فَقَدِمَتْ عَلَيْهِ إِبِلٌ مِنْ إِبِلِ الصَّدَقَةِ فَأَمَرَنِي أَنْ أَقْضِيَ الرَّجُلَ بَكْرَهُ فَقُلْتُ لَمْ أَجِدْ فِيهَا إِلَّا

خِيَارًا رِبَاعِيًّا فَقَالَ: أَعْطِيهِ إِيَّاهُ إِنَّ خِيَارَ النَّاسِ أَحْسَنُهُمْ قَضَاءً

Meaning: "It was from Abu Rafi ra that Rasulallah SAW, once owed a female camel (age 3 years) to a man, then was brought to him an ordinary camel for alms, so I was told by the Messenger of Allah to pay for that man (who had given debt earlier), with a female camel. I answered "There was no gain at that time, but a better camel and four years old". Then Rasulallah SAW said "Give him the camel, in fact as good as humans are better people to pay debts."<sup>139</sup>

Based on the opinion, Moch. Anas, S.Pd.I stated that the practice of debts is not allowed because of some reasons. Firstly, the practice in *arisan* include to savings or *wadi'ah*, the principle in *wadi'ah* is trust. So, when there is activity with the item that trusted to the *wadii'* should has agreement from the members of *arisan*. Secondly, the addition is include to usury or *riba* because the addition required from the owner of *arisan* as *muqridh* and if the addition given from *muqtaridh* it is allowed in Islam. Thirdly, reason why there is interest in the addition debt repayment to anticipate the price is not permitted, because the addition in Islam include

<sup>139</sup> Ibnu Mas'ud, *Fiqih Madzhab Syafi'i Buku 2...*, 67.

to usury or *riba* and so many activity that could do in line with Islamic law.

3) Mr. Dr. H. Syamsudin, M.Ag (The Vice Chief Field of Tarjih Assemblies of PWM Sidoarjo)

“Sebenarnya dia tidak perlu untuk mengatakan biaya harga naik, tapi kalau untuk biaya administrasi itu gapapa. Namanya antisipasi kan bisa iya bisa tidak. Kalau ternyata tidak ada lonjakan harta barang ya seharusnya harus dikembalikan, lah kalau hal ini tidak jelas maka bisa dikatakan *riba* atau tidak. Karena jika untuk biaya administrasi saja itu diperbolehkan bukan termasuk *riba*. Akan tetapi kalau ini kan tidak jelas, harga tidak selalu naik, itu bisa dibilang hanya alasan. Ini tidak diperbolehkan, itu rawan *riba*. Kan kalau utang itu hanya proses ta’awun itu saling membantu. Jadi kalau yang masalah akad wadi’ah terus uangnya di gunakan itu apa sudah ada izin? Kalau belum ya berarti ndak boleh. Jadi dia menjalankan uang orang tanpa seizinnya, itu ndak boleh, kan bukan hak miliknya kok di pinjamkan ke orang. Kan tidak ada satu komitmen kalau nanti uangnya saya pinjamkan. Kalau untuk wadi’ah yang dipinjamkan ke anggota tadi, itu bisa termasuk *khiyanatul amanah*, karena prinsip wadi’ah adalah *amanah*. Itu bersandar pada hadits <sup>140</sup>”أَدِّ الْأَمَانَةَ إِلَى مَنْ أْتَمَنَّاكَ وَلَا تَخُنْ مَنْ خَانَكَ

Based on the explanation from the source, it can be seen that the principle of *wadi’ah* is a pure deposit from one party to another, both individuals and legal entities that must be guarded and returned at any time if the requester wishes. The recipient of the deposit is called *wadiyah yad al amanah* which means trustful hand. The depositor is not responsible for any loss and damage that occurs to the deposit as long as it is not the result of negligence or carelessness concerned in maintaining the item deposited. the use of assets carried out by the owner of *arisan*, without the permission of the members is *khiyatanul amanah* or is called betraying the trust. Because, the entrusted person uses, utilizes the property and takes

<sup>140</sup> Mr. Syamsudin, Interview, (Sidoarjo, 27 of August 2019), 09:52 WIB

advantage of the asset without the knowledge of the *arisan* members. This relies on the hadith:

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ قَالَ: قَالَ رَسُولُ اللَّهِ ص م: أَدِّ الْأَمَانَةَ إِلَى مَنْ ائْتَمَنَكَ وَلَا تَخُنْ

مَنْ خَانَكَ

The meaning: *From Abi Hurairah RA he said: The Messenger of Allah said: fulfill the mandate of those who entrust (entrust) your kapad and do not bring treason to those who betray you. (HR.At-Tirmidzi dan Abu Dawud).<sup>141</sup>*

Regarding the problem of price increases, it is considered that it cannot be justified if using debt by requiring additional returns to be used to anticipate prices. Debts stating there are benefits have clearly been stated not allowed, so if the additional money is used to anticipate prices, then the law is still not allowed according to Islamic law and cannot be justified. Because it is obtained from the addition of debts.

Based on the opinion, Dr. H. Syamsudin, M.Ag stated that the practice of debts is not allowed because of some reasons. Firstly, the practice in *arisan* include to savings or *wadi'ah*, the principle in *wadi'ah* is trust or *amanah* in Islam. So, when there is activity with the item that trusted to the *wadii'* it is include to *khiyanatul amanah*. Secondly, the

<sup>141</sup> Musthafa Diib Al-Bugha, *Ringkasan Fiqih Mazhab Syafi'i*, (Jakarta Selatan: PT Mizan Publika), 343.

reason why there is interest in the addition debt repayment to anticipate the price is not permitted, because the addition that stated the owner of *arisan* is not clear and it could bring to usury or *riba*.

- 4) Zainuddin MZ (The Member of Tarjih Assemblies Field of PWM Sidoarjo)

“Kalau masalah akad dengan anggota itu tergantung awal perjanjian mereka, kalo misal titip ya wadi’ah. Lah sekarang kalau wadi’ah kan harusnya amanah, jadi ndak bisa digunakan seenaknya. Beda kalau saham. Tapi kan anggota tidak dapat keuntungan apa apa. Disini anggota hanya nabung terus dikembalikan waktu idul fitri gitu toh. Jadi kalo titipan kok dimanfaatkan tanpa seizin pemilik itu ya ga boleh. oh berarti dia atau pemilik arisan menentukan persennanya ya dalam utang piutang itu masuk ke dalam dalil yang *كل قرض جرّ نفعاً فهو ربا*”<sup>142</sup>

Based on the opinion, Zainuddin MZ stated that the practice of debts is not allowed because of some reasons. Firstly, the practice in *arisan* include to savings or *wadi’ah* because in the first contract the member saving the money to the owner, the principle in *wadi’ah* is trust or *amanah* in Islam. So, when the *wadii’* use the money should ask for the agreement to the member. Secondly, the addition is include to usury or *riba* because the addition required from the owner of *arisan* as *muqridh* and if the addition given from *muqtaridh* it is allowed in Islam.

## 2. The Perspective of Sharia Contract Law on Religious Figures’ Opinion about The Practice of Debts in *Arisan* in Wage

Sharia contract law is a joint agreement or in Islam called *akad* either verbally or writing between two or more parties through *ijab* and

<sup>142</sup> Mr. Zainuddin MZ, Interview, (Sidoarjo, 26 of August 2019), 09:30 WIB

*qabul* which has a legal binding for all parties involved to do what becomes the agreement. Thus, sharia contract law is study of contract law in Islam.

In this sub chapter, the author will be divided into four things, namely:

1. The contract that used between member and the owner of *arisan*.

Saving activities are often carried out by humans for various purposes such as in order to have financial reserves, learn to live frugally, and others. As is the case in Wage, Taman, Sidoarjo. Ibu Wati, one of the society, has an initiative to open a savings activity that is used or distributed when Eid arrives, which of course has the goal so that when the Eid day arrives the community has a financial reserve that has been stored for some time. However, she named “*arisan*” to make it easier to mention it and *arisan* was a well-known activity among Indonesian people.

The law of these activities is allowed within the scope of *fiqh muamalah* because it is based on *kaidah* of *fiqh muamalah*:

الأَصْلُ فِي الْمَعَامَلَةِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلُّ دَلِيلٌ عَلَى تَحْرِيمِهَا

It means: "The law of origin in all forms of *muamalah* is permissible unless there is an argument that forbids it."<sup>143</sup>

<sup>143</sup> Djazuli, *Kaidah-kaidah Fikih*, 130.

Based on this, judging from the *fiqh muamalah*, the activity is included in the theory of *wadi'ah*, *wadi'ah* has the following terms and conditions:

1. Two people who make a contract (Two people who make a contract (those who are entrusted called *muwaddi* and those who are entrusted called *wadii'*)

According to the majority of scholars or *jumhur ulama*, people who carry out *wadi'ah* contract are required to be *baligh*, reasonable and intelligent in the sense that they can act legally, because *wadi'ah* contract, is a contract that contains a lot of fraud risk. Therefore, even though a child is intelligent, he cannot carry out *wadi'ah* contract either as a person who entrusts or as a person who entrusted. Besides that, *jumhur ulama* also require that a person who has a commitment must be smart, even though he has reached the age of understanding. Because, *baligh* and reasonable people may not be able to act legally, especially if there is a dispute.<sup>144</sup>

In this case, those who are entrusted called *muwaddi* is the member of *arisan* and those who are entrusted called *wadii'* is the owner of *arisan*. Both of them are equally capable of law and understand what is being done. This was proven by the existence of

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<sup>144</sup> Hasan, *Berbagai Macam Transaksi dalam Islam (Fiqh Muamalah)*, 248.

an initial agreement and was known by each party, as stated by

Mrs. Aci:

*“Iyo nek kaitan melok dikandani, iki ngko olehe sak mene ning, koyok kacang, gulo, rambak, khong guan yo ngunu iku, moro mbayare piro ngunu ae. Aku dewe melok iki soale kan gampang se, ga ribet, mbayare iso nang pengepul iku. Aku melok e yowes lebih teko 10 tahun lah iki. Wes ket biyen kae”<sup>145</sup>*

Meaning: Yes, if you are notified in the beginning, what can you get, like beans, sugar, *rambak*, how come it is like that and how much will you pay later. I joined it because it was easy, not complicated, and I could pay it to the collectors. I joined for more than 10 years. It is been a long time ago.

Based on this, it means that the parties doing the contract have understood what was promised and the party is a person of *baligh*, reasonable and intelligent in the sense that they can act legally, because the *wadi'ah* contract, is a contract that contains a lot of risk of fraud.

## 2. Something entrusted

The entrusted item must be clear and can be held and controlled. That is, the item safekeeping can be known for its type or identity and is controlled for maintenance.<sup>146</sup> The condition of the item being deposited is that which can be owned by Shara.<sup>147</sup>

Regarding something entrusted, there has been surrender at the beginning of the agreement, which is money. The money is

<sup>145</sup> Aci, Interview, (Sidoarjo, 5 of July 2019), 10:30 WIB

<sup>146</sup> Hasan, *Berbagai Macam Transaksi dalam Islam (Fiqh Muamalah)*, 248.

<sup>147</sup> Hendi, *Fiqh Muamalah: Membahas Ekonomi Islam*, 183.

guarded and deposited by the members of the *arisan* and will be returned by the owner of *arisan* after 48 weeks. That was stated by Wati as the owner of the *arisan*.

*“Terserah sakjane mbak bayare iku, iso mingguan iso wulanan, pokok jumlah e 48 minggu ngunu. Sak kobere wonge nek kate bayar mreng, nek bayar nang pengepul ya monggo ngko pengepule sing nang aku. Nek aku kadang yo nariki titik sing cidek kene ae.”<sup>148</sup>*

Meaning: It is up to the member, it can be weekly or monthly, the important is 48 weeks. As much as possible when the person pays. If there is someone who wants to collect, please go to collectors, if you want to go directly to me, it's okay, sometimes I also withdraw the money to the closest member.

### 3. Shighat (*ijab* and *qabul*).<sup>149</sup>

Shighat *ijab* and *qabul*, is required on this consent granted by both parties, both clearly and vaguely.<sup>150</sup>

*Ijab* and *qabul* are important in a contract, because the contract is an agreement. In this case, the agreement desired by both parties is about what will be obtained by members, for example when participating in a *arisan* of snacks, members will get snacks and others. As for wages deducted from the money, the owner of the *arisan* has asked permission from its members. And members have agreed and know that. As said by Atul:

<sup>148</sup> Wati, Interview, (Sidoarjo, 12 of May 2019), 10:21 WIB

<sup>149</sup> az-Zuhaili, *Fiqh Islam Wa Adillatuhu*, 557.

<sup>150</sup> Hendi, *Fiqh Muamalah: Membahas Ekonomi Islam*, 183.

“Awal melok yo ditakok i melok e opo, ngko diomongi oleh opo, terus opo jenenge kan iku 48 minggu dipotong satu minggu gae upah e wong e.”<sup>151</sup>

Meaning: Initially asked to join any *arisan*, later on being told what they could get, then the *arisan* was 48 weeks deducted one week for the owner’s salary. There is no written evidence, the owner of *arisan* notes himself in the book. The acquisition of a *arisan* is always the same as the initial agreement. Never wrong, and late. It can be taken in third day in Ramadhan month.

Based on *wadi’ah* theory, *arisan* activities have fulfilled the pillars and conditions contained in the *wadi’ah*. Then, this is permissible in Islam. However, there are things that are the focus of the writer that are not mentioned in the contract, namely regarding the *arisan* money used to be owed to the members and the non-members. In this case, there was never an agreement, because members were never notified and asked for approval or permission. As stated by one member of the *arisan*, Mrs. Lia:

Ibu Lia: “Nggak ih mbak, nggak pernah ngomong. Ya pokoknya itu tadi wes, Cuma dibilang ikut nya arisan apa, bayar berapa gitu, nanti bayarnya kemana, kan ada yang di pengepul.”<sup>152</sup>

2. The agreement to owe money of *arisan* between the member and the owner, as long as the money is in the hands of the owner.

*Wadi’ah* or savings is essentially trustful. However, today the *wadi’ah* theory has been developed, not only trust or *amanah* but also

<sup>151</sup> Atul, Interview, (Sidoarjo, 7 of July 2019), 16:30 WIB

<sup>152</sup> Lia, Interview, (Sidoarjo, 5 of July 2019), 17:00 WIB

*dhammanah*. *Wadi'ah yad dhammanah* is agreement if the recipient of the safekeeping object without permission from the owner of the entrusted item may take advantage of the deposited item and if the item is damaged or lost after being used or utilized by the recipient of the entrusted item, the entrusted recipient must replace and pay the cost of compensation for the goods utilized.<sup>153</sup>

Based on these characteristics of the activity in *arisan*, it appears that the practice of *arisan* activity is included to *wadi'ah yad dhammanah*. This is *permissible* in modern *fiqh* or banking *fiqh* literature, but if the item is damaged or lost after it has been used or utilized by the recipient of the object, the recipient of the item must replace and pay compensation fees for the item used. Therefore, it is no longer a mandate but has changed to *dhammanah*. Where the entrusted party or *wadii'* is obliged to replace if the property experiences loss or damage.

However, the religious figures that the author have chosen to take their opinions such as Gus Syihabuddin, S.Ag., Mr. Moch. Anas, S.Pd.I, Mr. Dr. H. Syamsudin, M.Ag., and Mr. Zainuddin MZ all of them said that the principle of *wadi'ah* is trustful or *amanah*, they prefer to *amanah* because in literature of *fiqh* also the hadith said *wadi'ah* is *amanah*. There is no *dhammanah* or the *wadii'* can use the

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<sup>153</sup> Zulkifli, *Panduan Praktis Perbankan Syariah*, 36.

item or object of *wadi'ah* without permission or ask first to the *muwaddi'*. Their opinions is written below:

- a. Gus Syihabuddin, S.Ag. : “*Wadiah kan harus dengan harus dengan amanah, ada kaidah kan begini لَا يَجُوزُ لِأَحَدٍ أَنْ يَتَّصِرَ فِي مَلِكٍ غَيْرِ بِلَا إِذْنِهِ*. penggunaan barang wadiah yang dititipkan itu harus seizin pemilik. Kalo gaada izin pemilik itu harom.”<sup>154</sup>
- b. Mr. Moch. Anas, S.Pd.I, : “*Maka jika statusnya wadiah atau titipan boleh tidak memanfaatkannya? Berarti tidak boleh mengfungsikan uang yang terkumpul dengan segala manfaat kecuali dapat izin dari peserta. Jadi selama tidak ada konfirmasi, minta izin, atau persetujuan dari peserta maka harta itu tidak boleh dimanfaatkan. Kalau wadi'ah itu amanah, jadi tidak bisa di utik utik. Berarti ketika akan memanfaatkan uang tersebut berapapun jumlahnya harus ada izin dari pemilik harta. Sekali lagi saya katakan bahwa boleh memanfaatkan uang itu asalkan ada izin dari peserta.*”<sup>155</sup>
- c. Mr. Dr. H. Syamsudin, M.Ag., : *Jadi kalau yang masalah akad wadi'ah terus uangnya di gunakan itu apa sudah ada izin? Kalau belum ya berarti ndak boleh. Jadi dia menjalankan uang orang tanpa seizinnya, itu ndak boleh, kan bukan hak miliknya kok di pinjamkan ke orang. Kan tidak ada satu komitmen kalau nanti uangnya saya pinjamkan. Kalau untuk wadi'ah yang dipinjamkan ke anggota tadi, itu bisa termasuk khiyanatul amanah, karena prinsip wadi'ah adalah amanah. Itu bersandar pada hadits* *أَدِّ الْأَمَانَةَ* *”إِلَى مَنْ أْتَمَنَّاكَ وَلَا تُخُنْ مَنْ خَانَكَ”*<sup>156</sup>
- d. Mr. Zainuddin MZ : *Kalau masalah akad dengan anggota itu tergantung awal perjanjian mereka, kalo misal titip ya wadi'ah. Lah sekarang kalau wadi'ah kan harusnya amanah, jadi ndak bisa digunakan seenaknya.*”<sup>157</sup>

Their opinions is based on classic *fiqh*. *Wadi'ah* or savings in classic *fiqh* based on the book untitled “*Al Mulakhash Al Fiqh li Syekh Sholih Fauzan*” mentioned that when the principle of *wadi'ah* is trustful so there is no responsibility when the item is damage as long as the entrusted or *wadii'* does not make any negligence.

<sup>154</sup> Gus Syihabuddin, Interview, (Sidoarjo, 21 of August 2019), 11:18 WIB

<sup>155</sup> Mr. Moch. Anas, Interview, (Sidoarjo, 25 of August 2019), 16:11 WIB

<sup>156</sup> Mr. Syamsudin, Interview, (Sidoarjo, 27 of August 2019), 09:52 WIB

<sup>157</sup> Mr. Zainuddin MZ, Interview, (Sidoarjo, 26 of August 2019), 09:30 WIB

ومن أحكام الوديعة أنها إذا تلفت عند المودع ولم يفرط ؛ فإنه لا يضمنها؛ كما لو تلفت من بين ماله ؛ لأنها أمانة؛ والأمين لا يضمن إذا لم يتعد, وورد في حديث فيه ضعف أن النبي صلى الله عليه وسلم قال: (من أودع وديعة ؛ فلا ضمان عليه) رواه ابن ماجه، ورواه الدارقطني بلفظ: (ليس على المستودع غير المغل ضمان) والمغل: الخائن, وفي رواية بلفظ: (لا ضمان على مؤتمن), ولأن المستودع يحفظها تبرعاً, فلو ضمن. لامتنع الناس من قبول الودائع , فيترتب على ذلك الضرر بالناس وتعطل المصلحة. أما المعتدي على الوديعة أو المفرط في حفظها؛ فإنه يضمنها إذا تلفت؛ لأنه متلف لمال غيره.<sup>158</sup>

Author's words: Indeed if *wadi'ah* in hands of *wadii'* and does not make any negligence then the entrusted or *wadii'* is not required to replace the item (if the item damage or loss), because the *wadiyah* principle is trustful or *amanah*, and the person who is trusted does not guarantee if it is does not exceeded, and it is mentioned in the *hadith* that the Prophet said: (who made a deposit; there is no guarantee) narrated by Ibn Majah, and narrated by Darqutni: (whoever is entrusted with one item, then nothing is needed to provide collateral (compensation) and Mughal: traitor, and in a new word: (there is no guarantee on the trustee), and because who are entrusted promise to

<sup>158</sup> Sholih Fauzan, *Al Mulakhash Al Fiqh li Syekh Sholih Fauzan*, (Jakarta: Darul Falah, 2008), 137.

guard it, despite guarantees. Then it is forbidden for humans to use the the item (there is no guarantee on the trustee), then arranged over it becomes a danger to humans and stop the kind. Even if people who entrust the deposit or more in guarding it. Because there is a guarantee when there is damage or neglect. Because it will cause damage to other assets.<sup>159</sup>

Jurisprudence scholars or *ulama fiqh* agreed to say that *wadi'ah* contract was binding on both parties. However, whether the responsibility for maintaining the goods is mandatory or compensation or in nature.<sup>160</sup>

Similarly, based on these books from Syekh Sholih Fauza it appears that the practice of *arisan* activity based on *classic fiqh* book is not allowed. Because, *wadi'ah* or savings in *classic fiqh* based on the book untitled “*Al Mulakhash Al Fiqh li Syekh Sholih Fauzan*” mentioned that when the principle of *wadi'ah* is trustful so there is no responsibility when the item is damage as long as the entrusted or *wadii'* does not make any negligence and the *wadii'* can not do any action without permission from the *muwaddi'*. And there is no *wadi'ah yad dhammanah* in *classic fiqh*. Because, *wadi'ah yad dhammanah* is exist in nowadays after *wadi'ah* developed to *dhamman* where the entrusted party or *wadii'* is obliged to replace if the property experiences loss or damage.

<sup>159</sup> Mr. Moch. Anas, Interview, (Sidoarjo, 25 of August 2019), 16:11 WIB

<sup>160</sup> Hasan, *Berbagai Macam Transaksi dalam Islam (Fiqh Muamalah)*, 248.

### 3. The addition debts repayment

In the practice of debts in *arisan*. The owner required the addition when the member or non member return the money. The religious figures that the author have chosen to take their opinions such as Gus Syihabuddin, S.Ag., Mr. Moch. Anas, S.Pd.I, Mr. Dr. H. Syamsudin, M.Ag., and Mr. Zainuddin MZ all of them said that the addition debts repayment are not allowed. Their opinions is written below:

- a. Gus Syihabuddin, S.Ag. : *“peminjaman yang menggunakan laba atau prosentase dari yang dipinjamkan, disini posisinya pemilik arisan adalah muqridh, kemudian yang non anggota dan anggota adalah muqtaridh, nah ketentuan lima persen dari muqridh bukan muqtaridh, itu yang kemudian yang menjadi riba. Jadi ketika penentunya muqridh bukan muqtaridh atau orang yang berhutang maka itu dalil ini كل قرض جرّ نفعاً فهو ربا menjadi berlaku. Kalau kemudian syarat yang lima persen tadi diluar akad, misalkan begini, ngken bee wonten laba e kulo njenengan paringi. itu dari muqtaridh itu gak papa. Pokok kalau syarat keluar dari muqridh itu mesti riba.”*<sup>161</sup>
- b. Mr. Moch. Anas, S.Pd.I. : *“Jika uang yang terkumpul itu pada akhirnya dipinjamkan dan memperoleh manfaat, itu tidak boleh karena akad dalam hutang itu adalah i’ناه atau tolong menolong, maka jika dasarnya itu i’ناه jangan sampai memanfaatkan qardh itu tadi. maka berlaku dalil كل قرض جرّ نفعاً فهو ربا nah tapi kalau berhutang itu mestinya ahsanukum qadha’a, sewaktu dikembalikan uangnya itu ada ucapan terimakasih dan menambahkan uang dari harta yang diutang. Itu diperbolehkan, karena apa timbulnya tambahan dari pihak yang berhutang. Kalau syarat itu diucapkan dari yang menghutangi itu berlaku yang dalil kullu qardin jarra. sebenarnya kalau masalah uang diputar, itu boleh tapi harus ada izinnnya.”*<sup>162</sup>
- c. Mr. Dr. H. Syamsudin, M.Ag., : *“Karena jika untuk biaya administrasi saja itu diperbolehkan bukan termasuk riba. Akan tetapi kalau ini kan tidak jelas, harga tidak selalu naik, itu bisa dibilang hanya alasan. Ini tidak diperbolehkan, itu rawan riba.*

<sup>161</sup> Gus Syihabuddin, Interview, (Sidoarjo, 21 of August 2019), 11:18 WIB

<sup>162</sup> Mr. Moch. Anas, Interview, (Sidoarjo, 25 of August 2019), 16:11 WIB

*Kan kalau utang itu hanya proses ta'awun itu saling membantu.*"<sup>163</sup>

- d. Mr. Zainuddin MZ : “*oh berarti dia atau pemilik arisan menentukan persennanya ya dalam utang piutang itu masuk ke dalam dalil yang كل قرض جرّ نفعاً فهو ربا*”<sup>164</sup>

Turning to the problem of debts made in *arisan*. Debts is one of the things done by humans to make ends meet. By lending money they can use the money to shop and fulfill their daily needs. This debts is also carried out in Wage Village. Debts are done by someone who needs money owed to the owner of *arisan*. In *fiqh muamalah* it is called *qardh*, bearing in mind that the debts required to have an additional return, the authors analyze based on the terms and conditions of *qardh*:

1. *Aqid*, yaitu *muqridh* dan *muqtaridh*
  - a) Baligh, intelligent and independent, is not subject to *hajru*. That is, capable of acting law;
  - b) *Muqridh*, is a person who has and has the power to do a *tabarru* contract. That is, the property that is owed is his own. According to the scholars of *Syafi'iyah*, *ahliyah* (skill or appropriateness) in the *qardh* contract must be with willingness, not by force.

In this case, there is something that is not appropriate, namely the money that is owed does not belong to *muqridh* itself, but belongs to someone else. However, there are things

<sup>163</sup> Mr. Syamsudin, Interview, (Sidoarjo, 27 of August 2019), 09:52 WIB

<sup>164</sup> Mr. Zainuddin MZ, Interview, (Sidoarjo, 26 of August 2019), 09:30 WIB

that are appropriate namely the parties to the contract that is the owner of *arisan* and the member or non member of *arisan* are those who are *baligh*, intelligent and independent, not subject to *hajru*. That is, capable of acting law.

## 2. *Ma'qud 'alaih*, the object of *qardh*

Assets used in the *qardh* can be counted and handed over to the treasury, besides the goods are valuable and can be utilized. As for the determination of the deadline has been explained at the beginning of the contract and mentioned by the *muqridh*:

“Oh nek iku ya pokok aku ngomong ngko nek wes kate kate poso ngunu iku, biasane rong wulan ta sak wulan kate poso ngunu iku wes kudu bayar. Pokok nek misale durung bayar biasane yo tak takokno mbak, kan soale wes kate gae ngelunasi duwit jajane sisan.”<sup>165</sup>

However, there is a distorted thing that debts debt does not bring benefits to *muqridh* (which is condemning). This was stated by the statement of *kaidah fiqh*:

كُلُّ قَرْضٍ جَرَّ مَنَفَعَةً فَهُوَ رِبَاً

Meaning: “Every debt that attracts benefits is usury or *riba*.”<sup>166</sup>

These additional conditions make *qardh* incompatible with Islamic law. Because the loan agreement is intended to help with

<sup>165</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

<sup>166</sup> Djazuli, *Kaidah-kaidah Fikih*, 130.

others, not for profit and exploitation. Therefore, in the debts is not permitted to take advantage by the *muqridh*. If additional payments are required, the law is *haram* and includes usury.

3. *Shighat*, is *ijab* and *qabul*.<sup>167</sup>

The *qardh* agreement is declared valid by the existence of the *ijab* and *qabul* in the form of *qardh* or the same as its understanding, such as: "I give you debt" or "I owe you".

This has also happened an agreement between the two parties, that the *muqridh* debts there is no element of compulsion and both are equally willing. Following the narrative of the *muqridh*:

*"Ngene mbak Yo kari teko rene, moro tak catet butuho piro, moro kapan mbalekno e iku kurang rong wulan poso iku kudu wes balek."*<sup>168</sup>

Regarding the grace period, Ibu Wati said that there was an agreement at the beginning of the debt receivable, namely the deadline for lenders to pay their debts, like this:

*"Oh nek iku ya pokok aku ngomong ngko nek wes kate kate poso ngunu iku, biasane rong wulan ta sak wulan kate poso ngunu iku wes kudu bayar. Pokok nek misale durung bayar biasane yo tak takokno mbak, kan soale wes kate gae ngelunasi duwit jajane sisan."*<sup>169</sup>

Based on the things stated above, there are some things that do not meet the pillars and *qardh* requirements, namely: the money used is not the money owned by the *muqridh* party, and

<sup>167</sup> Muslich, *Fiqh Muamalat*, 278.

<sup>168</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

<sup>169</sup> Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

the debt receivable requires benefits that it brings to usury. And usury has been explained in the Qur'an and Sunnah that usury is something that is prohibited.

4. The reason why there is interest in the addition debt repayment.

One of the non member of *arisan* that ever lend the money of *arisan* said that the addition is required to anticipate the price of snacks, sugar, etc. That is Mrs. Kartika said that:

*“Awale ngomonge yo “sampean kei mbak njagani nek barang naik” sanjange ngoten, iku wes teko kono wong e ngomong nek nambahe satus.”*<sup>170</sup>

Meaning: At first the owner talked “you give more because it will use to cover the price”, it was already from where to add a hundred thousand.

The religious figures that the author have chosen to take their opinions such as Gus Syihabuddin, S.Ag., Mr. Moch. Anas, S.Pd.I, Mr. Dr. H. Syamsudin, M.Ag., and Mr. Zainuddin MZ all of them said that it does not allowed. Their opinions is written below

- a. Gus Syihabuddin, S.Ag. : *“Dan kalau dibuatantisipasi barang naik yaitu ndak bisa, ibarate kalo ingin hasilnya baik ya jalannya baik.”*
- b. Mr. Moch. Anas, S.Pd.I, : *“Kalau masalah uang diputar untuk mengantisipasi harga berarti satu hal yang harus dicatat yaitu kegiatannya harus diperbolehkan dalam Islam.”*<sup>171</sup>
- c. Mr. Dr. H. Syamsudin, M.Ag., : *“Namanyaantisipasi kan bisa iya bisa tidak. Kalau ternyata tidak ada lonjakan harta barang ya seharusnya harus dikembalikan, lah kalau hal ini tidak jelas maka bisa dikatakan riba atau tidak.”*<sup>172</sup>

<sup>170</sup> Kartika, Interview, (Sidoarjo, 7 of July 2019), 18:36 WIB

<sup>171</sup> Mr. Moch. Anas, Interview, (Sidoarjo, 25 of August 2019), 16:11 WIB

<sup>172</sup> Mr. Syamsudin, Interview, (Sidoarjo, 27 of August 2019), 09:52 WIB

- d. Mr. Zainuddin MZ : “oh berarti dia atau pemilik arisan menentukan persennanya ya dalam utang piutang itu masuk ke dalam dalil yang *كل قرض جر نفعاً فهو ربا*”<sup>173</sup>

It is clearly that the addition in debts in *arisan* are not allowed based on the religious figures’ opinion, Regarding the use of money for debts to anticipate the high price when Ramadhan month coming. it is clearly prohibited because the addition is included to usury or *riba* and usury is not permissible in Islam. This was stated in Al Quran:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ۗ  
ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا ۗ وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا ۗ فَمَنْ جَاءَهُ  
مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ ۗ وَأَمْرُهُ إِلَى اللَّهِ ۗ وَمَنْ عَادَ فَأُولَٰئِكَ  
أَصْحَابُ النَّارِ ۗ هُمْ فِيهَا خَالِدُونَ

Meaning: “Those who swallow *riba* cannot rise up save as he ariseth whom the devil hath prostrated by (his) touch. That is because they say: Trade is just like *riba*; whereas Allah permitteth trading and forbiddeth *riba*. He unto whom an admonition from his Lord cometh, and (he) refraineth (in obedience thereto), he shall keep (the profits of) that which is past, and his affair (henceforth) is with Allah. As for him who returneth (to *riba*) – Such are rightful owners of the Fire. They will abide therein.”<sup>174</sup>

The contract for debts is broken, contained in the book of

*fathul mu'in*:

وَأَمَّا الْقَرْضُ بِشَرْطٍ جَرَّ نَفْعًا فَفَاسِدٌ

<sup>173</sup> Mr. Zainuddin MZ, Interview, (Sidoarjo, 26 August 2019), 09:30 WIB

<sup>174</sup> QS. Al-Baqarah (2): 275.

Meaning: “and as for the debts debt agreement with conditions of benefit then the contract is broken.”<sup>175</sup>

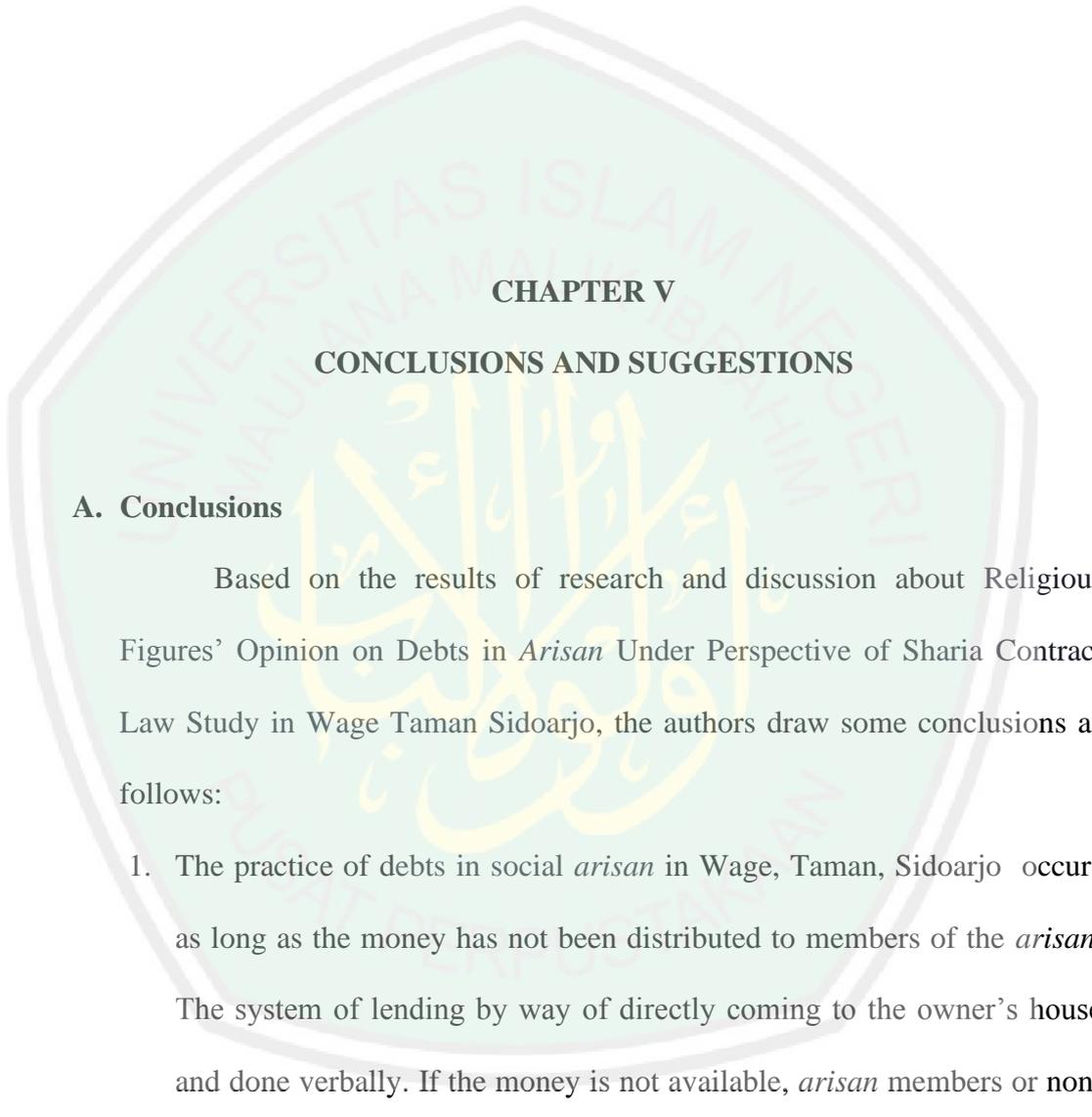
Based on *aqd* or contract in debts in arisan. it is clearly that the addition in debts in *arisan* are not allowed based on the *kaidah fihiyyah* in *fiqh muamalah* and the contract of debts is broken or *fasid* because the addition is included to usury or *riba* and usury is not permissible in Islam.

The word of *fasid* in arabic means broke. The illegitimate of *fasid* contract caused it does not fulfill in the Islamic law.<sup>176</sup> *Aqd* of *fasid* is a contract at first allowed in *shara'*, but in the characteristic of *aqd* is not clear. Such as buying the house but the seller does not describe the type the house clearly. So, it will happens the overlapping between the seller and buyer. In Hanafiyah it called *fasid* contract.<sup>177</sup>

<sup>175</sup> Syekh Zainuddin bin Abdul Aziz Al Malibari, *Fathul Mu'in*, (Beirut: Daar al-Kutub, 1996), 343.

<sup>176</sup> H. R. Daeng Naja, *Akad Bank Syariah*, 100-101.

<sup>177</sup> Abdul Rahman Ghazaly, *Fiqh Muamalat* (Jakarta: Kencana, 2010), 51.



## CHAPTER V

### CONCLUSIONS AND SUGGESTIONS

#### A. Conclusions

Based on the results of research and discussion about Religious Figures' Opinion on Debts in *Arisan* Under Perspective of Sharia Contract Law Study in Wage Taman Sidoarjo, the authors draw some conclusions as follows:

1. The practice of debts in social *arisan* in Wage, Taman, Sidoarjo occurs as long as the money has not been distributed to members of the *arisan*. The system of lending by way of directly coming to the owner's house and done verbally. If the money is not available, *arisan* members or non-*arisan* members order in advance. Then, when returning the money, the owner required addition for repayment of the loan. The addition required

to anticipate the high price when Ramadhan month coming. The repayment in the loan is not specified the number of times the installments and no collateral required.

2. The perspective of sharia contract law on religious figures' opinion about the practice of debts in *arisan* in wage, religious figures do not permissible the practice of debts because some reasons. The reason religious figures do not allow these debts is because there is addition of the loan repayment even though the addition use to anticipate the high price. So, the reason for the *arisan* owner to anticipate the price increase through the addition that is applied, it cannot be justified because the additional applied is not justified because the additional in *qardh* or debts in Islam is prohibited and there are many ways to do in line with Islamic law. While the other reason stated is that the owner lends the money without permission from the members of *arisan*. This is not allowed because based on *wadi'ah* theory in classical *fiqh*, *arisan* money is a deposit and trust that must be maintained. The perspective of sharia contract law on religious figures' opinion about the practice of debts, the use of *arisan* money is permitted even though it is not mentioned in the contract because it belongs to *wadi'ah yad dhammanah* in modern *fiqh* or banking *fiqh* literature. Namely *wadii'* can use the money deposited without prior agreement.

## **B. Suggestions**

Based on the results of the research that has been stated, the author presents several suggestions as follows:

1. For the government, should be able to oversee the practice of raising funds that occur in the community and can create institutions to lend money to the community in accordance with Islamic law.
2. For the society, they should be more careful in choosing and carrying out muamalah transactions, in order to avoid transactions that are not in accordance with Islamic law.
3. For further researchers, the results of this study can be used as a reference and can be examined more deeply. Thus, contributing to the study of knowledge or new insights that can develop broader thinking.

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June 23 2019

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Atul, Interview, (Sidoarjo, 7 of July 2019), 16:30 WIB

Lia, Interview, (Sidoarjo, 5 of July 2019), 17:00 WIB

Wati, Interview, (Sidoarjo, 9 of May 2019), 10:21 WIB

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Fitria, Interview, (Sidoarjo, 1 of July 2019), 18:31 WIB

Fatma, Interview, (Sidoarjo, 2 of July 2019), 18:36 WIB

Kartika, Interview, (Sidoarjo, 7 of July 2019), 18:36 WIB

Riya, Interview, (Sidoarjo, 7 of July 2019), 16:48 WIB

Siti, Interview, (Sidoarjo, 7 of July 2019), 11:00 WIB

Gus Syihabuddin, Interview, (Sidoarjo, 21 of August 2019), 11:18 WIB

Mr. Moch. Anas, Interview, (Sidoarjo, 25 of August 2019), 38:20WIB

Mr. Syamsudin, Interview, (Sidoarjo, 27 of August 2019), 09:52 WIB

Mr. Zainuddin MZ, Interview, (Sidoarjo, 26 of August 2019), 09:30 WIB

## APPENDIXES



Interview with Mr. Dr. H. Syamsudin,  
M.Ag (Religious Figure)



Interview with Mr. Zainuddin MZ  
(Religious Figure)



Interview with Mr. Moch. Anas, S.Pd.I  
(Religious Figure)



Interview with Gus Syihabuddin, S. Ag  
(Religious Figure)

## INTERVIEW GUIDANCE

### 1. Interview Guidance I

Title of Thesis : Religious Figures' Opinion on Debts in Arisan Under Perspective of Sharia Contract Law Study in Wage Taman Sidoarjo

Interviewees :

- a. Syihabuddin, S.Ag (The Chief of PCLBM NU Sidoarjo)
- b. Moch. Anas, S.Pd.I (The Vice Chief of PCLBM NU Sidoarjo)
- c. Dr. H. Syamsudin, M.Ag (The Vice Chief Field of Tarjih Assemblies of PWM Sidoarjo)
- d. Zainuddin MZ (The Member of Tarjih Assemblies Field of PWM Sidoarjo)

Question list :

1. What do you think about the contract used in *arisan* which the system is saving and distributed during the Eid al-Fitr holiday in the form of money? Are things included in the *wadi'ah*?
2. What do you think about the contract used in *arisan* which is a savings system and is distributed during the Eid al-Fitr in the form of goods? Are things included in the *wadi'ah* or buying and selling?
3. What if *arisan* owner makes use of the arisan money to be owed? Does that include *wadi'ah yad dhamanah*?
4. What if *arisan* owner owes *arisan* money to members of *arisan* at 5% interest and to non-*arisan* members at 10% interest?

5. What do you think, if *arisan* money owed with interest is aimed at covering the shortfall when the price of basic food is used for the object of *arisan* when the price of the food is raised, is that allowed in Islam?





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Website: <http://syariah.uin-malang.ac.id> E-mail: [syariah@uin-malang.ac.id](mailto:syariah@uin-malang.ac.id)

Nomor : B-2468/F.Sy/TL.22/05/2019

24 Mei 2019

Lampiran : -

Perihal : Penelitian

Kepada Yth.

**Kepala Desa Wage, Kecamatan Taman, Kabupaten Sidoarjo**

Jl. Mangga No. 24, Margomulyo, Wage, Kecamatan Taman, Kabupaten Sidoarjo

*Assalamualaikum wa Rahmatullah wa Barakatuh*

Dengan hormat, kami mohon agar :

Nama : Dewi Amrom Musta'idah (15220090)

Fakultas : Syariah

Jurusan : Hukum Bisnis Syariah

diperkenankan mengadakan penelitian (*research*) di daerah/lingkungan wewenang

**Kepala Desa Wage**, guna menyelesaikan tugas ujian akhir skripsi, yang berjudul:

**“Praktek *Qardh* dalam Arisan Menurut Pandangan Tokoh Agama (Studi di Desa Wage, Kecamatan Taman, Kabupaten Sidoarjo)”**, sebagaimana proposal skripsi terlampir.

Demikian, atas perhatian dan perkenan Bapak/Ibu, kami mengucapkan terima kasih.

*Wassalamualaikum wa Rahmatullah wa Barakatuh*



a.n. Dekan

Wakil Dekan Bidang Akademik



Dr. H. Badruddin, M.HI.

NIP. 19641127 200003 1 001

Tembusan :

1. Dekan
2. Ketua Jurusan Hukum Bisnis Syariah
3. Kabag. Tata Usaha



## PENGURUS CABANG NAHDLATUL ULAMA SIDOARJO

Perum Puri Airlangga Blok Q No. 5-6 Sidoarjo 61214, Telp/fax. (031) 8961647

Website : [nu.or.id](http://nu.or.id) / [nusidoarjo.com](http://nusidoarjo.com)

Email : [penu9sidoarjo@gmail.com](mailto:penu9sidoarjo@gmail.com)

Nomor : 514/PC/A.II/L-10/VIII/2019  
Lamp : -  
Perihal : Surat Pengantar

Sidoarjo, 13 Dzulhijjah 1440 H  
14 Agustus 2019 M

Kepada Yth,  
Ketua PC LBM NU Sidoarjo

Di,  
Sidoarjo

*Asslamu'laikum Wr. Wb*

Menindak lanjuti surat nomor B-3792/F.Sy/TL.03/07/2019 perihal penelitian yang diajukan oleh

Nama : Dewi Amrom Musta'idah (15220090)

Fkultas : Syariah

Jurusan : Hukum Bisnis Syariah

Untuk wawancara terkait skripsinya yang berjudul *Praktek Qardh dalam Arisan Menurut Pandangan Tokoh Agama (Studi di Desa Wage, Kecamatan Taman ,Kabupaten Sidoarjo)*

Demikian Surat pengantar ini, atas perhatiannya disampaikan terima kasih.

*Wallahul Muwafiq Ila Aqwamith Thariq  
Wassalamu'alaikum Wr. Wb.*

### PENGURUS CABANG NAHDLATUL ULAMA SIDOARJO

Ketua

H.Maskhun,S.Ag,M.HI



Wakil Sekretaris

H. Zainul Arifin,M.Pd.

**SURAT PERNYATAAN  
KESEDIAAN MENJADI RESPONDEN**

*Assalamualaikum Wr. Wb*

Nama : Dr. H. Syamsudin, M. Ag  
Alamat : RT 23 RW 03 Kedung Tunj, Taman, Sidoarjo  
Usia : 52 Tahun  
Jabatan : Wakil Ketua Bidang Majelis Tarjih PWM Sidoarjo

Menyatakan bersedia menjadi responden penelitian dari saudara Dewi Amrom Musta'idah (Mahasiswi Jurusan Hukum Bisnis Syariah, Fakultas Syariah, Universitas Islam Negeri Maulana Malik Ibrahim Malang), guna menyelesaikan tugas akhir/skripsi yang berjudul: **Praktek Qardh dalam Arisan Menurut Pandangan Tokoh Agama (Studi di Desa Wage, Kecamatan Taman, Kabupaten Sidoarjo)**. Responden akan memberikan informasi selama pengambilan data. Akan tetapi, peneliti harus memperhatikan kode etik penelitian, termasuk menjaga kerahasiaan informasi yang diberikan serta menggunakan hasil penelitian dengan bertanggungjawab.

*Wassalamualaikum Wr. Wb.*

Sidoarjo, 27 Agustus .....2019

  
.....  
(Dr. H. Syamsudin, M. Ag)

**SURAT PERNYATAAN  
KESEDIAAN MENJADI RESPONDEN**

*Assalamualaikum Wr. Wb*

Nama : *Zainuddin M2*  
Alamat : *Jl. Pang. Hidayat - 5 Sidoarjo*  
Usia : *59 tahun*  
Jabatan : *PDM Sidoarjo (Anapita Nagels Tarjih)*

Menyatakan bersedia menjadi responden penelitian dari saudara Dewi Amrom Musta'idah (Mahasiswi Jurusan Hukum Bisnis Syariah, Fakultas Syariah, Universitas Islam Negeri Maulana Malik Ibrahim Malang), guna menyelesaikan tugas akhir/skripsi yang berjudul: **Praktek Qardh dalam Arisan Menurut Pandangan Tokoh Agama (Studi di Desa Wage, Kecamatan Taman, Kabupaten Sidoarjo)**. Responden akan memberikan informasi selama pengambilan data. Akan tetapi, peneliti harus memperhatikan kode etik penelitian, termasuk menjaga kerahasiaan informasi yang diberikan serta menggunakan hasil penelitian dengan bertanggungjawab.

*Wassalamualaikum Wr. Wb.*

Sidoarjo, *26 Agt.* 2019

*Zainuddin M2*  
.....  
*Zainuddin M2*

**SURAT PERNYATAAN  
KESEDIAAN MENJADI RESPONDEN**

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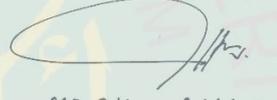
*Assalamualaikum Wr. Wb*

Nama : Moch. Anas, S.Pd.I  
Alamat : Keban RT 003 RW 007 Tullangan Sidoarjo  
Usia : 41 Tahun  
Jabatan : Wakil Kena PC LBM MU Sidoarjo

Menyatakan bersedia menjadi responden penelitian dari saudara Dewi Amrom Musta'idah (Mahasiswi Jurusan Hukum Bisnis Syariah, Fakultas Syariah, Universitas Islam Negeri Maulana Malik Ibrahim Malang), guna menyelesaikan tugas akhir/skripsi yang berjudul: **Praktek Qardh dalam Arisan Menurut Pandangan Tokoh Agama (Studi di Desa Wage, Kecamatan Taman, Kabupaten Sidoarjo)**. Responden akan memberikan informasi selama pengambilan data. Akan tetapi, peneliti harus memperhatikan kode etik penelitian, termasuk menjaga kerahasiaan informasi yang diberikan serta menggunakan hasil penelitian dengan bertanggungjawab.

*Wasalamualaikum Wr. Wb.*

Sidoarjo, <sup>25</sup> Agustus 2019

  
(Moch. Anas)

**SURAT PERNYATAAN  
KESEDIAAN MENJADI RESPONDEN**

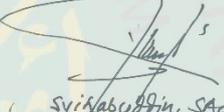
*Assalamualaikum Wr. Wb*

Nama : Syihabuddin, SAg  
Alamat : Ngelom 1/105 Taman Sidoarjo  
Usia : 47  
Jabatan : Ketua ~~BR~~ PCLBM NU Sidoarjo

Menyatakan bersedia menjadi responden penelitian dari saudara Dewi Amrom Musta'idah (Mahasiswi Jurusan Hukum Bisnis Syariah, Fakultas Syariah, Universitas Islam Negeri Maulana Malik Ibrahim Malang), guna menyelesaikan tugas akhir/skripsi yang berjudul: **Praktek Qardh dalam Arisan Menurut Pandangan Tokoh Agama (Studi di Desa Wage, Kecamatan Taman, Kabupaten Sidoarjo)**. Responden akan memberikan informasi selama pengambilan data. Akan tetapi, peneliti harus memperhatikan kode etik penelitian, termasuk menjaga kerahasiaan informasi yang diberikan serta menggunakan hasil penelitian dengan bertanggungjawab.

*Wassalamualaikum Wr. Wb.*

Sidoarjo, 21 - 8 - 2019

  
(.....Syihabuddin, SAg.....)

## CURRICULUM VITAE

	<b>Name</b>	:	Dewi Amrom Musta'idah
	<b>Place, Date of Birth</b>	:	Sidoarjo, 29 Agustus 1997
	<b>Gender</b>	:	Female
	<b>Nationality</b>	:	Indonesian
	<b>Address</b>	:	Blimbing II Street Number 5 Wage Taman Sidoarjo
	<b>Email</b>	:	amromdewi@gmail.com

<b>Formal Education</b>			
<b>Level</b>	<b>Year</b>	<b>Institution</b>	<b>Major</b>
Elementary High School	2002 – 2009	MI Al - Qodir	–
Junior High School	2009 – 2012	SMP Negeri 3 Waru	–
Senior High School	2012 – 2015	MAN Sidoarjo	Science
University	2015 – 2019	UIN Maulana Malik Ibrahim Malang	Sharia Business Law