

E-money Analysis Of Debt Receivables Based on Sharia Perspective

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Abstract

The development of receivable transactions is currently increasingly complex. E-money is a transaction related to receivables or deposits. Every transaction that gives rise to receivables should be recorded (mahkum fiih) by the transacting party (mahkum alaih). This command is contained in the letter Al-Baqarah verse 282, this verse is the legal basis for recording. Transactions in e-money are always recorded by the issuer. The lawful use of electronic money creates differences of opinion. The Indonesian Ulema Council issued a fatwa allowing the use of Islamic electronic money as long as it did not violate the stipulated provisions. Some scholars believe that giving discounts (discounts) in e-money is haram because it provides benefits or advantages, and any credit that provides benefits or advantages for creditors is usury. This type of research is a literature study by collecting documentation from articles, journals, books, or other sources. The data processing and analysis technique in this research is descriptive analysis.

Keywords: Electronic Money, Qardh, Riba

Abstrak

Perkembangan transaksi saat ini semakin kompleks. E-money merupakan transaksi yang berhubungan dengan piutang atau titipan. Setiap transaksi yang menimbulkan piutang dicatat (mahkum fiih) oleh pihak yang bertransaksi (mahkum alaih). Perintah ini tertuang dalam surat Al-Baqarah ayat 282, ayat ini merupakan dasar hukum untuk melakukan pencatatan. Transaksi dalam e-money selalu dicatat oleh penerbit. Kehalalan penggunaan uang elektronik menimbulkan perbedaan pendapat. Majelis Ulama Indonesia mengeluarkan fatwa membolehkan penggunaan uang elektronik syariah selama tidak melanggar ketentuan-ketentuan yang ditetapkan. Sebagian ulama berpendapat bahwa memberikan diskon (potongan) dalam e-money adalah haram karena memberi manfaat atau kelebihan, dan setiap kredit yang memberi manfaat atau kelebihan bagi pemberi kredit hukumnya adalah riba.

Jenis penelitian ini adalah studi kepustakaan dengan mengumpulkan dokumentasi dari artikel, jurnal, buku atau sumber lain. Teknik pengolahan dan analisis data dalam penelitian ini yaitu analisis deskriptif.

Kata Kunci: Uang Elektronik, Qardh, Riba

Introduction

Technological developments in recent years have resulted in significant changes in technology-based payment systems. The payment system has changed from cash to non-cash or so-called electronic money (*e-money*). The emergence of

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electronic money makes it easier for people to make transactions without having to carry cash.

Since the issuance of Bank Indonesia Regulation number 11/12/PBI/2009 concerning the electronic money, the use of electronic money or e-money has continued to grow and develop to date. E-money is also increasingly in demand because of its practicality, especially for young people. Furthermore, companies have supported the use of *e-money* by accepting transactions using electronic money.

Electronic money is means of payment used in transactions through the internet network electronically. This transaction usually uses a smartphone or computer device. To get this electronic money, the user must deposit or pay using physical money or cash to the electronic money issuing company to then be stored in electronic media before using it for transaction purposes. (Wikipedia, 2022).

In Islam, Islamic electronic money must be based on sharia principles, in contrast to conventional electronic money. Electronic money in Islam is the same as Sharf, namely buying and selling currency. Where the sale and purchase of currencies must be of the same value without any overpayment (Hendi, 2014).

In the Fatwa of the National Sharia Council (DSN) regarding electronic money, it is explained that electronic money is allowed to be used as a means of payment provided that the burden of the facility service fee must be in the form of real fees, (to support the smooth process of administering electronic money) and must be conveyed to cardholders correctly (according to sharia and applicable laws and regulations) with the principle of ta'widh (compensation)/ijarah (Firmansyah & M.Ihsan, 2018).

In Islamic law, non-cash transactions have been regulated in QS. Al-Baqarah: 282, which means "O you who believe, if you do muamalah without cash for a specified time, you should write it down." (Kemenag RI, 2005). Based on the narration of the Rabbi 'this verse was revealed when a man needed a witness and was looking among the crowd, but no one was willing. The revelation of this verse was due to the bai' salam transaction made by a resident of Medina. Then this verse was revealed to explain all things related to debt and receivables at once. Therefore, we can know that this verse is the longest in the Qur'an (Wahbah Zuhaily, 1991).

This paragraph regulates the transactions of debts and receivables, including records and witnesses. If there are non-cash transactions, it is advisable to record

them. According to Quraish Shihab (2012), those who do the recording are those who are in debt. This is done to avoid disputes in the future. In addition to recording accounts payable, also present witnesses, namely two men or one man and two women. Sharia has properly regulated how to transact which gives rise to debts and receivables.

With the development of trade payable transactions, problems related to trade payables are also increasingly complex. The problem that then arises is related to the legality of debt transactions such as debt transactions in e-money from a sharia point of view. Some experts argue that e-money is legal. While others stated that electronic money is haram because there is an element of usury in it. Providing discounts for e-money holders is considered an additional benefit provided by the issuer. The giving of this discount has caused a difference of opinion among scholars.

The problem in this paper is related to the law of electronic money from a sharia perspective. This paper discusses the law of electronic money from a sharia perspective based on a literature review.

Literature Review

Accounts payable is an agreement between one party and another and the object of the agreement is generally money. In this case, one party is the lender, while the other party is the recipient of the loan. Furthermore, the borrowed money will be returned within a certain period following the agreement (Gatot, 2013).

In Islam, debts and receivables are termed *ad-dain* (Zainuddin, 1998). Etymologically the word *ad-dain* means to borrow, to give a loan (Ahmad, 2002). In Arabic, besides the word *ad-dain*, *Al-qardhu* also means debt. According to the language debt (*al-qardhu*) means a cut, whereas according to *syar' i* means handing over money to people who can use it, then he asks for a refund of the money. In the *fiqh* literature, *Qard* is included in the *tathawwu' i* contract or mutual assistance contract and not a commercial transaction (Ismail, 2012).

Wahbah al-Zuhaili defines *qardh* linguistically as a piece, which means property that is lent to someone in need (Imam, 2016). In Islam, *Al-qardh* is expected to bring benefits. Someone who has excess wealth can help the needy, to reduce the difficulties faced by others (Rozalinda, 2016).

In the *qardh* agreement, the lender (the creditor) provides a loan to the borrower (the debtor) with the condition that the debtor will return the loan at a

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predetermined time with the same amount (Sutan, 2016). In general, the meaning of debt in Islam is to give a certain amount of money or goods that belong to the borrower to someone who borrows and will be returned by the borrower at a predetermined time with the same amount.

In Islam, it is stated that there are several shreds of evidence regarding the law of receivables and as long as the purpose is good to help or reduce distress, the law is jaiz or permissible. Allah Subhanahu Wa Ta'ala says in Surah Al-Baqarah verse 245 which means:

"Whoever wants to give Allah a loan, a good loan (spending his wealth in the way of Allah), then Allah will multiply the payment to him many times over. And Allah narrows and widens (sustenance) and to Him, you will be returned. ." (Surat al-Baqarah [2]: 245)

In debt (qardh), there are also pillars and conditions like other contracts in muamalah. There are three pillars and terms of debt and receivables (qardh), namely: 1. 'Aqid, namely people who are in debt, consisting of muqrid (borrowers) and muqtarid (debt recipients). 2. Ma'qud'alayh, ie goods that are owed. 3. Sighat al-'aqd, which is an expression of approval and qabul, or an agreement between two parties for the implementation of a contract (Ghufron, 2002).

Likewise, according to Chairuman Pasaribu (Ghufron, 2002) that the pillars of debt and receivables are of four kinds, namely: 1. People who give debts. 2. People in debt. 3. Accounts payable (object) . 4. Speech of consent and qabul (lafadz). Thus, in debt receivables are considered to have occurred if the pillars and conditions of the debt itself have been fulfilled. The pillars themselves are the most important elements of something, whereas the conditions are the prerequisites for it.

Along with the development of debt and receivable transaction technology, there are also changes. Initially, accounts payable occurred when someone physically lent money to another person or bought goods on credit. Currently, debts and receivables can occur because someone entrusts their money to another party to use/spend in the future. The money deposited is better known as e-money (electronic money).

E-money is defined as a means of payment in electronic form where the value of money is stored in certain electronic media. Users must first deposit their money to the issuer and store it in electronic media before it is used for transaction

purposes. When used, the value of electronic money stored in electronic media will reduce the transaction value and after that, it can be refilled (top-up). Electronic media to store the value of electronic money can be in the form of chips or servers. The use of electronic money as an innovative and practical means of payment is expected to help smooth payments for mass, fast, and micro-economic activities, so that its development can help smooth transactions on toll roads, in the field of transportation such as trains and others. public transportation or transactions at minimarkets, food court, or parking.

According to Bank Indonesia (BI), e-money (electronic money) is defined as a means of payment that meets the following elements: First, it is issued based on the value of money that was deposited in advance to the issuer. Second, the value of money is stored electronically in a medium such as a server or chip. Third, the value of electronic money managed by the issuer is not a deposit as referred to in the law governing banking.

Another definition is also given by the National Sharia Council-Indonesian Ulema Council (DSN-MUI) for e-money. According to the DSN-MUI in the fatwa on sharia electronic money, electronic money is a means of payment that meets several elements. First, it is issued based on the nominal amount of money deposited in advance to the issuer. Second, the nominal amount of money is stored electronically in registered media. Third, the nominal amount of electronic money managed by the issuer is not a deposit as referred to in the law governing banking. Finally, it is used as a means of payment to merchants who are not issuers of electronic money.

Based on the above definition, it can be concluded that e-money is issued when the money has been deposited with the publisher, then the nominal money is stored in a registered media, but the money managed by the publisher is not a deposit as intended. in banking law. Thus e-money is used as a means of payment to merchants. This will certainly make it easier for e-money users to make transactions without carrying cash.

There are many benefits of using e-money as a means of payment, including 1. It provides convenience and speed in making payment transactions without the need to carry cash. 2. No longer accept change in the form of goods (such as candy) because traders do not have a change of small value (cash). 3. Very applicable for

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mass transactions with small value but high frequency, such as transportation, parking, toll roads, fast food, etc. (DSN-MUI, 2017)

The convenience and many benefits of using e-money certainly cause e-money to be in great demand by the public, especially young people. However, apart from having many benefits, electronic money also has risks that users need to be aware of, such as the risk that electronic money is lost and can be used by other parties because in principle electronic money is the same as cash which if lost cannot be used. can be claimed against the publisher. Another risk is due to the user's lack of understanding of using electronic money, such as users not realizing that the electronic money used is affixed 2 (two) times to the reader for the same transaction so that the value of electronic money decreases. more than the transaction value.

In the implementation of e-money, there are parties involved in it. These parties are 1). A cardholder is a legal Electronic Money user. 2). Principal is a bank or institution other than a bank that is responsible for managing the system and/or network between its members, either acting as issuer and/or acquirer, in Electronic Money transactions in which cooperation with its members is based on a written agreement. 3). Issuer is a bank or institution other than the bank that issues Electronic Money. 4). Acquirer is a bank or institution other than a bank that cooperates with merchants, which can process Electronic Money issued by other parties. 5). Merchants are sellers of goods and/or services who receive payments from transactions using Electronic Money. 6). Clearing operator is a bank or institution other than a bank that calculates the financial rights and obligations of each issuer and/or acquirer in the context of Electronic Money transactions. 7). Final settlement operator is a bank or institution other than a bank that performs and is responsible for the final settlement of the financial rights and obligations of each issuer and/or acquirer in the context of Electronic Money transactions based on the results of clearing calculations. operator. (<https://www.bi.go.id>)

When viewed from a sharia perspective, e-money is related to legal objects (mahkum fiih) and legal subjects (mahkum alaih). In terms of ushul fiqh, it is called mahkum fih or objects the law is the act of mukallaf itself because Islamic law indeed applied to the deeds of mukallaf. According to ushul scholars, what is meant by jurisprudential law is the object of the law, namely the act of a Mukallaf relates to the

commands of Allah and His Messenger, both named the demand to leave, the demand to choose a profession (Bahrudin, 2019).

Sulaiman Abdullah defines mahkum fih as the act of a mukallaf related to taklif/loading. Taklif that comes from God is addressed to humans in every action. The purpose of this taklif is none other than a form of trial/ibtila' from Allah to His servants so that it can be known which servants are truly obedient and which servants are disobedient to Him. Thus taklif will always be closely related to the act of mukallaf and this act is called mahkum alaih , (Sulaiman, 2004).

The word of Allah swt in QS Al-Baqarah verse 282:

أَيُّهَا الَّذِينَ آمَنُوا إِلَىٰ إِلِكُمْ

you who believe when you all old debt transaction determined, then recorded.

Legal lessons that can be drawn from this verse The above is related to the act of mukallaf, namely taking notes sunnah debt. The word of God in Surah Al-Baqarah verse 282 above is an example of a verse from the many verses that contain suggestions/orders to act, in this case, the act of mukallaf is called mahkum fih.

An act imposed on the mukallaf must be within the limits of his ability. But is it also required that there are no masyaqqah (obstacles)? Every action must have masyaqqah. Because masyaqqah is a consequence of taklif. If masyaqqah is natural and can be overcome, then masyaqqah has no effect (neither burdensome nor lighten). For example, if you are hungry while fasting, this cannot be used as an excuse to leave the fast.

Mahkum 'alaih is someone whose actions are punished book by Allah SWT. which is called the mukallaf. Whereas in terms Mukallaf language means people who are burdened with the law. In The term ushul fiqh mukallaf is also called mahkum 'alaih'. (legal subject) , (Wahbah al-Zuhaili, 2009). As for the legal terms ' , alaih are those who are required by Allah to do, and all his behavior has been calculated based on God's demands.

In other words, a mukallaf is a person who is considered able to act legally, both related to Allah's commands and Allah's prohibitions. Intact Legal action taken by the mukallaf will be requested responsibility, both in this world and in the hereafter. Obvious, the meaning of mahkum 'alaih in terms is a person who is deemed capable

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of acting lawfully and appropriately under legal burden (taklif), both related to Allah's commands and his prohibitions.

After the explanation of the law of fiqh and mahkum above, we can relate it to e-money. As we know that e-money or electronic money is a sum of money that we deposit with the publisher. This creates debt, where Allah has ordered to record non-cash transactions as stated in Surah Al-Baqarah verse 282 which has been described above. The required action of mukallaf (mahkum fihi) is to record debt transactions. When mahkum alaih in this case are the parties involved in the transaction, namely the lender (the one who deposits the money) and the issuer of electronic money (the recipient of the deposit).

Transactions that raise question marks in e-money are related to the provision of facilities for e-money card holders. Although according to the Indonesian Ulama Council (MUI) electronic money is halal, in practice it raises question marks. According to the MUI, the contract between the issuer and the holder of electronic money (e-money) is a wadiah contract or a qardh contract.

The provisions in the wadiah contract are: The nominal amount of electronic money is a deposit that can be taken/used by the holder at any time; The nominal amount of electronic money deposited may not be used by the recipient of the deposit (issuer), except with the permission of the cardholder; If the nominal electronic money deposited is used by the issuer with the permission of the cardholder, the deposit contract (wadi'ah) turns into a loan agreement (qardh), and becomes the responsibility of the recipient of the deposit. the same as the qardh contract; The relevant authorities are obliged to limit the issuer in the use of funds deposited from cardholders (float funds); The use of funds by the issuer must not conflict with the principles and laws of sharia.

Provisions in the Qard contract are: the nominal amount of debt-based electronic money that can be taken and used by the holder at any time; The issuer can use (invest) money owed from electronic money holders; The issuer is obliged to return the principal amount owed by the electronic money holder at any time following the agreement; The relevant authorities are obliged to limit the issuer in the use of loan funds (debt) from cardholders (float funds); The use of funds by the issuer must not conflict with the principles and laws of sharia .

Furthermore, the question that arises regarding the contract used in e-money transactions is the wadiah contract (deposit), why is there a discount given to e-money users. If it's only a deposit, where is the source of the publisher's funds so that they can provide a discount, and what is the reason for giving the discount.

Methods

The type of research conducted in this research is library research. Data collection is done by collecting library documentation from the Qur'an which is the primary source, Fatwa of the National Sharia Council-Indonesian Ulema Council No. 116 of 2017, Bank Indonesia Regulation Number 20/06/PBI/2018, articles, journals, or books that are sources for reviewing the problems in this article.

In data processing and analysis techniques in this study, researchers used descriptive-analytical research, namely the method used to solve problems by sorting, collecting data, compiling, analyzing, and describing it. So that these problems can be described based on the data obtained and then analyzed as an interesting idea to display so that it will answer the formulation of the problem in this study.

Discussion

Electronic money is often also called e-money, which stands for electronic money. Electronic money is also sometimes called digital money because the form is no longer in the form of printed sheets of paper but in the form of digital data in a computer system. Today its use is increasingly widespread, not only because of its style but also because of its practicality and safety factors.

Another factor that makes the use of e-money a kind of trend, namely because of the many attractive discounts offered by the party that issued it. Many stalls, shops, outlets, markets, and even canteens are willing to pay using e-money and offer discounts or rebates that attract everyone's interest. There are 10%, 15%, 20% 30% even up to 50%. If you pay using cash or cash, you don't get a discount. Whereas if pay with electronic money, the cut is very tempting and profitable. The giving of this discount then led to differences of opinion about the law of e-money. Before we discuss differences of opinion about e-money, it helps us first understand the contracts that can be used in e-money transactions.

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Based on the literature review, e-money transactions between e-money holders and issuers under sharia principles can be categorized into two contracts. First, the wadiah contract is a money deposit agreement from the electronic money holder to the issuer with the condition that the electronic money holder can take/withdraw/use it at any time according to the agreement. Second, the qardh contract is a loan agreement to borrow money from the e-money holder to the issuer with the condition that the issuer is obliged to return the money he received to the holder at any time following the agreement.

User funds contained in e-money will be in deposit status if the issuer does not use the funds. However, if the issuer uses the funds, the funds will become the issuer's debt to the user as the owner of the funds. These two contracts gave rise to differences of opinion.

The following is an explanation of differences of opinion regarding the granting of discounts (discounts) by publishers to e-money holders. Some argue that giving discounts is haram. This view is based on the assumption that discounts or rebates on electronic money are considered additional benefits arising from the debt. Any loan that brings benefits to the lender is usury. It is assumed that when an e-money holder makes a top-up or also known as a 'top-up', it is assumed that the holder is lending money to the e-money issuer. The discount given by the publisher is considered an advantage in the Qardh contract. In this case, the Qardh contract is a debt contract or loan agreement. According to sharia, there should be no benefit in a loan agreement. The purpose of benefit here is the excess of money borrowed. Any loan that brings benefits to the lender is usury. The Messenger of Allah said which means: every Qardh (loan of money) that provides benefits (profits), then usury. (<http://pm.unida.gontor.ac.id>)

Another opinion states that a discount is allowed if the funds placed by the user in the e-money are used by the issuer with a discount granted on the initiative (unconditionally) by the issuer. But if it is used by the publisher at the necessary discount, it becomes usury. To be clear, if a discount occurs in a debt transaction and is required by the creditor, this includes usury. However, if it is not required, then this is not usury but a gift. One of the indicators needed is if the holder wants to top up because of the discount and the issuer will give a discount for every use of e-money according to the agreement. While one of the indicators is not mandatory, top-

up holders are not due to discounts, but because of other factors, such as ease of transaction, and publishers do not always give discounts. for each use of electronic money. (<https://www.republika.co.id>)

The National Sharia Council-Indonesian Ulema Council issued Fatwa No. 116/DSN-MUI/IX/2017 regarding sharia electronic money. According to the fatwa, several provisions must be complied with. First, regarding the wadiah and qardh contracts that have been described above. Second, the administration and use of electronic money must avoid ribawi, gharar, maysir, tadbis, risyvah, and israf transactions; Transactions on objects that violate the law or immorality. Third, the nominal amount of electronic money that is in the issuer must be placed in Islamic banks. Fourth, in the case of cards used as electronic money media lost, the nominal amount of money at the issuer may not be lost.

Conclusion

Based on the results and discussions that have been described previously, it can be concluded in two ways. First, according to the MUI, electronic money is legal as long as it does not violate the provisions stipulated in the sharia electronic money fatwa. Second, the contract contained in the deposit of money into the account of *the E-Money Holder*. There are two types of contracts when the E-Money Holder *deposits* the E-Money issuer, namely the Wadiah contract and the Qardh contract. Wadiah contract (deposit) can be turned into a Qardh contract (debt) if the *E-Money issuer* uses the money belonging to the *E-Money Holder* based on the holder's permission. Third, some scholars argue that giving discounts (discounts) in the use of electronic money is haram. Meanwhile, some argue that it is permissible if the discount is given unconditionally or at the initiative of the publisher.

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