

Comparison of Sharia Economic Law Thoughts Oni Syahroni and Erwandi Tarmizi on Administration Fees and Discounts on E-Money

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Abstract

This paper tries to find out the thoughts of Sharia Economic Law by Dr Oni Sahroni, MA and Dr. Erwandi Tarmizi, MA on E-money applications in theory and practice such as administrative costs and the practice of discount. This research is library research with the data collected through qualitative domain analysis. The data analysis techniques used are data reduction, data display and data verification. The study findings are as follows: (1) Both agreed that the use of E-money is currently allowed if there is a Semi-Emergency (Hajjah) situation and it is used appropriately if there is Udzur since the majority of E-money currently available does not meet the criteria of DSN MUI fatwa; (2) Administration Fee in E-money is allowed as long as the costs incurred are actual costs; (3) Dr. Oni Sahroni stated that the discount on E-money was legally allowed if there is no preconditions followed, while Dr. Erwandi Tarmizi suggested not using a digital wallet at a discount because the discount used for payment could be in the form of interest.

Keywords: *E-money, E-wallet, Sharia Economic Law Thought*

Abstrak

Tujuan penulisan adalah untuk mengetahui pemikiran Hukum Ekonomi Syariah Dr. Oni Sahroni, M.A. dan Dr. Erwandi Tarmizi, M.A. pada penerapan aplikasi E-money dalam teori dan praktik seperti biaya administrasi dan praktik diskon. Penelitian ini merupakan jenis telaah Pustaka dengan data penelitian dikumpulkan melalui investigasi kualitatif domain. Sementara teknik analisis data yang dipergunakan yakni reduksi data, display data dan verifikasi data. Berdasarkan studi yang dilakukan diperoleh hasil sebagai berikut: (1) Keduanya sepakat penggunaan E-money saat ini diperbolehkan jika ada keadaan Semi-Darurat (Hajjah) dan dipergunakan sewajarnya jika ada Udzur karena mayoritas E-money yang tersedia saat ini masih belum sesuai dengan kriteria fatwa syariah DSN MUI; (2) Administration Fee dalam E-money diperbolehkan dengan ketentuan biaya yang timbul adalah biaya riil; (3) Dr Oni Sahroni menyatakan diskon pada E-money hukumnya diperbolehkan jika tanpa diikuti syarat, sedangkan Dr Erwandi Tarmizi menyarankan tidak menggunakan dompet digital saat diskon saja karena diskon yang digunakan pembayaran bisa berupa bunga.

Kata kunci: *E-money, E-wallet, Pemikiran Hukum Ekonomi Syariah*

**Comparison of Sharia Economic Law Thoughts Oni Syahroni
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Afief El Ashfahany, dkk

Introduction

Digitalization is getting closer to the existing economic sector as a whole including the transaction tools used, such electronic money (E-money) or digital money, which is a powerful tool and supporting resource in transactions (Kurniawan et al., 2021). E-money is a type of payment that issued based on a monetary value that has been placed in advance by the holder to the issuer and then recorded electronically as a medium of exchange that can be used to complete business between merchants and users (Permatasari & Endriastuti, 2020).

According to Bank Indonesia, the amount of E-money money supply until August 2021 reach Rp. 513,968,693 with a total transaction volume of 439,015,177. The nominal value of E-Money is Rp 24,754,101.8. The large volume of transactions is caused by the use of E-money in doing business to make it more practical and effective and the many price promotions and discounts offered (Bank Indonesia, 2021).

There are several advantages to using electronic money compared to cash. The first is to transact without carrying a large amount of cash currency. Second, transactions can be accelerated simply by parsing the value of money against the transaction's value without complicating the bill's calculation (Laily Romadloniyah & Dwi Hari, 2018). However, there is a drawback because electronic money cannot be used in all transactions since it can only be used by merchants who cooperate with the issuer. Second, there is the danger of users of losing all their money if the card or device used as E-money storage is lost. E-money money instruments serve the community as users by providing benefits, convenience, and security, because people who want to transact do not need direct access to cash.

Currently, the rise of Islamic economics is a new paradigm in the world (Alam, 2016). Islam has the concept of flexibility so that its laws are relevant at different times (Athief, 2019). E-money is also including the discussion from the point of view of Islamic law, specifically sharia economic law. Tarantang et al (2020) mention the point of view of the sharia economic law of electronic money is halal. This halalness is based on the following rules: (a) All transactions in Muamalah are generally permitted unless there is evidence to the contrary. As a result, E-money can comply with Sharia-compliant standards and conditions; (b) There is a human need for E-

money and considering the many benefits as cashless payment method is growing nowadays (Apriantoro, Sabila, & Rosyadhi, 2022)

Muh & Yaasin R (2021) assert that electronic money is equivalent to conventional electric money in Islam; the difference is that sharia e-money must be based on sharia principles. In Islam, electronic money is treated as Sharf. Sharf is a form of currency trading where all transactions must be equal in value and not exceed the reward. Fatwa of the National Sharia Council (DSN) No. 116/DSN-MUI/IX/2017 states that E-money is allowed. however, some criteria must be fulfilled; such as service fees or administration fees must be in the form of actual costs to support the smooth management of e-money and communicated transparently valid for cardholders with the provisions of sharia law and the laws and regulations governing the principle of ta'widh (compensation)/ijarah.

In practice, most e-wallets and e-money contain administrative fees or administration fees in the form of additional fees that are charged when reloading or top-up. On the other hand, discount programs are often rolled out to attract new users. Due to the widespread use of electronic money among Indonesian Muslims, these two things have attracted the author's attention to examining the law on administrative fees and discounts on e-money from the perspective of Islamic law.

This research has a novelty in focusing on administrative fee law and E-money discount law according to the perspective of Islamic law based on the thoughts of two Muslim scholars, Dr. Oni Sahroni and Dr. Erwandi Tarmizi. The selection of the two Muslim scholars was due to several considerations: (1) Both of them are experts in the field of Contemporary Muamalah Fiqh; and (2) Both of their works and lectures have a lot to do with the issue of E-money.

Literature Review

General Concept of E-money and its Regulations in Indonesia

E-money is the process of authorizing customer accounts that have been converted into the form of electronic data money (Diby Purnomo et al., 2012). The Bank for International Settlement (BIS), in one of its publications in October 1961, referred to the definition of electronic money as "stored-value or prepaid products in which a record of the fund or value available to a consumer is stored on an electronic device in the consumer's possession." Thus, it can be concluded that E-money is a

**Comparison of Sharia Economic Law Thoughts Oni Syahroni
and Erwandi Tarmizi on Administration Fees
and Discounts on E-Money**
Afief El Ashfahany, dkk

payment method in electronic form, the amount following the number of publishers or the funds given to the publisher and entered into a server or electronic media in the form of a chip.

E-money following Bank Indonesia Regulation No.20/6/PBI/2018 with a payment method that meets the following factors: 1) Issued based on the monetary value paid by the issuer in advance; 2) The monetary value is stored electronically on a server or chip; 3) The value of E-money managed by the issuer is not a deposit as intended by the Law on Banking Regulations (Bank Indonesia, 2018).

Forms of Electronic Money (E-money)

Based on Bank Indonesia Regulation No. 20/6/PBI/2018 article 3 concerning Electronic Money, electronic money is classified into the following categories depending on the area of operation: 1) Closed-loop, meaning E-money, which can be used exclusively as payment for products and/or services provided by E-money issuers; 2) Open-loop, E-money that can be used to pay for products and/or services provided by non-electronic money issuers.

Meanwhile, the value of electronic money is stored in the following media: 1) Server-based, E-money with server-based or server-style storage media; 2) Chip Based, e-money with storage media in the form of chips. Meanwhile, in terms of recording User identity data in the form of: 1) Unregistered, E-money with Used ID data not registered with the issuer; 2) Registered, electronic commerce in which the data is registered based on the user's identity and registered with the publisher.

Types of E-money Transactions

There are various types of transactions using E-money. First, the issuer must first enter the value of money into the electronic media used, such as e-Money. Then, the owner can top up when the owner's E-money value runs out. Second, E-money is used for payment; the way to do this is by exchanging the value of money included in E-money for products or services between buyers and merchants through specific rules (Afif & Ari Salman, 2017).

Third, the Transfer facility in E-money is a facility that allows E-money holders to transfer funds using a terminal equipped with special equipment. Fourth, cash

withdrawal is a role that allows the owner to get cash for the recorded value of electronic money on the owner's electronic money media at any time (Bank Indonesia, 2014). Fifth, Refund/Redeem is the electronic value that is exchanged back to the issuer, whether it occurs when the value of the electronic money has not been used or is remaining, the E-money user stops using and/, or the E-money media has expired, or what the merchant does when exchanging with the value E-money received by the seller from the owner of buying or selling goods.

Related Parties in Electronic Money Transactions

Electronic transactions are regulated in Bank Indonesia regulations by regulation No.20/6/PBI/2018. Some of the parties involved are: 1) E-money is issued by the issuer or bank that is related to the institution; 2) Acquirer is the party responsible for transactions from the supply of goods or service providers, besides that the Acquirer must also contribute to providing services and processing electronic money so that it can be issued by other parties who have the authority to issue such electronic money; 3) Principal is the part who is responsible for the process of continuing the E-money transaction process through the network, calculating between obligations and rights, completing transactions, and determining business procedures and mechanisms for all members who have a role in issuing or conducting E-money transactions; 4) A consumer is someone who uses E-money for their daily needs or needs; 5) Merchants are sellers of goods and/or services who receive payment transactions from E-money holders; 6) The Switching Party has the authority to complete the payment process using E-money; 7) Clearing is the part that has the right to calculate finances after the transaction using E-money. After the clearing party has finished calculating the transaction results, the final stage in the financial data validation process will be held accountable by the End party.

Electronic Money Mechanism in Indonesia

Bank Indonesia Regulation No. 11/12/PBI/2009 regulates electronic money in Indonesia, which was thus amended by Bank Indonesia Regulation No. 20/6/PBI/2018. In the latest rules, there are not many changes, only about 15 points of changes that occur (Hidayati et al., 2006). In general, the following is the flow of electronic money transactions.

**Comparison of Sharia Economic Law Thoughts Oni Syahroni
and Erwandi Tarmizi on Administration Fees
and Discounts on E-Money**
Afief El Ashfahany, dkk

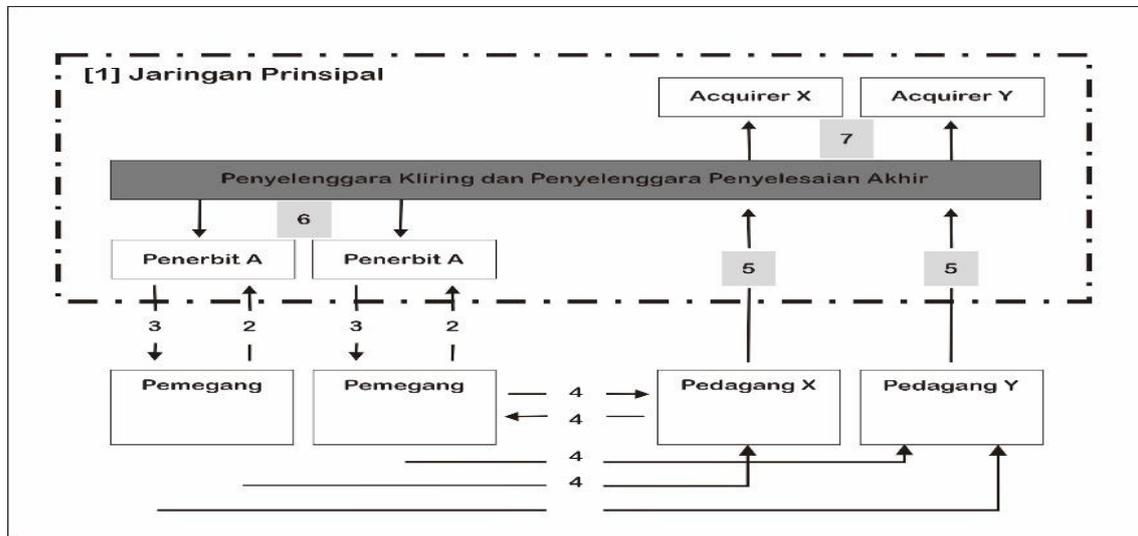


Figure 1: Mechanisms and Flows of Electronic Money Transactions
Source: Hidayati et al., (2006) p. 53

The explanation of the image above is as follows: 1) The principal is responsible for managing the system and network for conducting electronic money matters as part of the collaboration between issuers and acquirers; 2) Holders (consumers) buy funds or charge top-up fees with a particular value; 3) To show the value of money placed by the owner, the publisher submits the value of E-money stored in the owner's (consumer) E-money media; 4) E-money owners (consumers) transact with merchants (sellers). Through the use of specific devices, the value of E-money is transferred from the owner's (consumer) E-money media to the seller's storage terminal media; 5) Merchant (Seller) then exchanges the value of E-money received during a certain period which will be exchanged for cash value; 6) The clearing operator determines all financial rights and obligations of the issuer and seller in the E-money business. After the clearing operator calculates the rights and obligations of the issuer and seller, the final settlement manager is responsible for settling the rights calculated by the clearing operator; 7) The Acquirer will then process the merchant's claim rights as a party collaborating with the merchant to regulate the receipt of the money value funds transferred (redeem) between the merchant and the issuer (Febriandika & Hakimi, 2020).

E-money in the View of Qawaid Fiqhiyyah

E-money is a contemporary issue that has not been explicitly described in the Qur'an or Al-Hadith. However, e-money is part of muamalah activities whose original law is that it is permissible according to fiqhiyyah rules.

الأصلُ في المُعَامَلَةِ الإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا

"The original law in all forms of muamalah is permissible unless there is proof that forbids it."

This rule means that every muamalah transaction (sale and purchase, lease, pawn, cooperation (mudharabah or musyarakah)) representation (Wakalah), and others are allowed. Except for those that cause fraud (tadlis), anxiety (taghrir), gambling and other losses in all muamalah transactions (Permana, 2020).

The ability to use e-money can also be seen in the fiqhiyyah rules

المُعَامَلَاتِ فِي كَالنَّفُودِ بَطَلَتْ إِذَا مَعَهَا وَتَبَطَّلُ ارْتِدَادُ كَيْفَمَا مَعَهَا تَدُورُ الْعَوَائِدُ عَلَى الْمُتَرْتِبَةِ الْأَحْكَامِ أَنْ

It means: "Laws based on custom (habits) apply with the custom and are invalidated (not valid) with it when the custom is invalidated, like the currency in muamalat..."(Al-Qarafi et al., 2001)

E-money is a tradition of modern society that is accepted as currency in payment transactions in the digitalization era, hence E-money is allowed based on the fiqhiyyah rules above.

Contracts and Provisions in Sharia Electronic Money Based on the Fatwa of DSN MUI No. 116/DSN-MUI/IX/2017

The DSN-MUI fatwa explains that electronic money can apply the principle of the ijarah contract Regarding the mechanism for using E-money where the position of electronic money merchants (E-money) as mu'jir (leasing provider) is the faction that provides rental goods to musta'jir, consumers who rent by paying (ujrah) salaries for services provided to top up E-money to the ajir, the party who provides physical and mental services based on the ijarah agreement, whether it is legal or not (DSN MUI, 2017a). According to the DSN-MUI Fatwa No. 116/DSN-MUI/IX/2017, several contracts exist in Islamic electronic money: 1) Wadi'ah contract is a fund deposit

Comparison of Sharia Economic Law Thoughts Oni Syahroni and Erwandi Tarmizi on Administration Fees and Discounts on E-Money

Afief El Ashfahany, dkk

agreement from an E-money user to a publisher with the rules that E-money users can receive/withdraw/use at any time following the agreement; 2) A qardh contract is a loan agreement from an E-money user to a publisher. The issuer is obliged to liquidate the funds received at any time following the approval of the holder; 3) Ijarah contract is an agreement to transfer the right to use (benefits) to goods or services within a particular time for payment; 4) Ju'alah contract is a contract that bequeaths remuneration (reward/'iwadh//ju'l) income (natijah) determined by a job; 5) Wakalah bi al-ujrah contract is a wakalah contract with a reward (ujrah).

The provisions of Sharia E-money are based on sharia principles, including avoiding businesses that are opposed to religion. Second, the tariff for service facilities is the actual tariff based on the principle of restitution (ijarah). Third, they are stored in Islamic banks. Fourth, if emoney card is lost, the balance in the issuer's account must not be lost. Fifth, publishers use ijarah contracts, ju'alah contracts, and wakalah bi al-ujrah contracts with parties involved in E-money administration. Meanwhile, ijarah contracts, ju'alah contracts, and wakalah bi al-ujrah contracts are used between publishers and digital financial service brokers (DSN MUI, 2017b).

Methodology

This study collects data through a library research (domain analysis) to obtain an overview of the data studied in answering the research focus. The data is taken from books, magazines, articles, websites, or other sources related to the topic in this research. This technique was chosen because many works have been produced by Dr. Oni Sahroni and Dr. Erwandi Tarmizi in their research related to E-money. Moreover, Oni Sahroni and Erwandi Tarmizi are experts in banking and finance.

Dr. Oni Sahroni, MA, was born in Serang 26 November 1975 as an Indonesian Muamalah Fiqh Expert. He expert Sharia and Muamalah Fiqh by completing his Doctoral (S3) education at the Muqaran Fiqh Department (Specialization in Muamalah Fiqh) at Al-Azhar University in Cairo. He is Member of the DSN-MUI from 2012 until now, a caregiver for sharia consultations "muamalah daily" and "Sharia Consulting" in Republika daily from 2017 until now. He is good at writing books as a resource for the public, regulators, and educational institutions, da'wah and sharia economics, including the following works:

Table 1. The works of Dr. Oni Sahroni

No	Rich-Works	Explanation
1	Majmu'atu al-fatwa lil haiah asy-syar'iyah al-wathaniyah, Penerjemah: Dr. Oni Sahroni, M.A, Jakarta, 2013.	N/A
2	Riba, Gharar dan Kaidah-Kaidah Ekonomi Syariah (with Adiwarman Karim), Raja Grafindo, Jakarta, 2015.	Explain transactions that are prohibited by Islam and study transactions that are prohibited.
3	Maqashid Bisnis & Keuangan Islam; Sintesis Fikih dan Ekonomi (with Adiwarman Karim), Raja Grafindo, Jakarta, 2015.	Explain the purpose of Allah and His Messenger in every legal provision.
4	Fikih Muamalah; Dinamika Teori Akad dan Implementasinya dalam Ekonomi Syariah; Raja Grafindo, Jakarta, 2015.	Explaining how transactions are carried out according to sharia from the ijab qabul until the transaction ends.
5	Ushul Fikih Muamalah; Kaidah-Kaidah Ijtihad dan Fatwa Dalam Ekonomi Islam, Raja Grafindo, Depok, 2017.	Explain about fiqh
6	Fikih Zakat Kontemporer, Raja Grafindo, Jakarta, 2018	Explain the provisions of zakat, infaq, and alms.
7	Fikih Muamalah Kontemporer Membahas Ekonomi Kekinian (jilid 1,2,3,4,5,6), Republika Penerbit.	Discusses 200 contemporary muamalah problems.
9	"Ini Dulu Baru itu"	Explains how to understand priority fiqh in a practical way.

Source: Author, Processed (December 2021)

Dr. Erwandi Tarmizi is a writer whose book "*Harta Muamalat Halal Haram Kontemporer*" is devoted to the dangers of usury and gharar. His competence is in modern muamalat fiqh issues and is widely regarded as the foremost Islamic economic thinker in Indonesia. The following are the works of Dr. Erwandi Tarmizi:

Table 2: The works of Dr. Erwandi Tarmizi

No	Works	Year
1	Permanent author of Contemporary Fiqh column, Riyadh magazine "Manhajuna"	2003 – Present
2	Permanent writer for Contemporary Muamalat Fiqh column & Halal-Haram column, "Muslim Entrepreneur" magazine	August 2011- until now.
3	Thesis: "Al Atsar Al Ushuly li Qaidah Isytirath Al Qudrah Lit Taklif".	N/A
4	Dissertation: "Tahqîq Mazhab Shafi'iyah Fîmâ Ikhtalafu Fîhi Min Al Masail Al Ushuliyah Fî Mabâhitsu Al Hukmi As Shar'i Wa Al Adillah".	N/A
5	Translation of the book "History of Mecca", Darussalam for Publishing, Riyadh,	2003

**Comparison of Sharia Economic Law Thoughts Oni Syahroni
and Erwandi Tarmizi on Administration Fees
and Discounts on E-Money**
Afief El Ashfahany, dkk

6	Translation of the book "History of Medina", Darussalam for Publishing, Riyadh.	2003
7	Translation of the book "Riyadhushshalihiin", Darussalam for Publishing, Riyadh.	2004
8	Translation of the book "Signs of the Day of Judgment, Reviewing the Future of the Islamic World", Qisthi Press, Jakarta.	2004
9	Translation of the book "The Antidote to Magic", Islamic International for Publishing House, Riyadh	2006
10	Translation of the module "Introduction to Islamic Banking Fiqh", Ma'had Al 'Aly lil Qadhaa', Al Imam Muhammad bin Saud Islamic University, Riyadh.	2009
11	<i>Harta Haram Muamalat Kontemporer</i> , PT Berkat Mulia Insani, Jakarta.	2012

Source: Author, Processed (December 2021)

Data analysis

The data analysis technique used in this study follows interactive analysis by Miles & Huberman and Wolcott as explained in Cresswell (2013) . This study is using three steps data analysis: 1) data reduction techniques; 2) data display; 3) data verification. In the data reduction stage, the initial stage is to sort and select the data; after that, the data will be grouped into several categories. The display stage is the stage of displaying reduced data; at this display stage, the data obtained is displayed to make it easier for researchers to determine the following steps to process the data.

The data verification stage will describe the data and new findings obtained based on the analysis results that have been carried out. However, the results obtained can be re-examined and carried out with data reduction, display, and data verification. The pattern will be repeated until it is felt enough to get maximum results.

Results and Discussion

By reviewing, comparing, and investigating, the authors conducted a review based on the diverse fiqh muamalah literature, Islamic banking regulations, and the actualization that occurred as a result of the literature focusing on the opinion of Dr. Oni Sahroni and Dr. Erwandi Tarmizi as well as making observations, and the

authors get the conformity and discrepancy in the practice of administration fees and discounts contained in E-money. It is reviewed as follows.

E-money Transactions According to Dr. Oni Sahroni and Dr. Erwandi Tarmizi Thought

According to Dr. Oni Sahroni, E-money is to pay by fulfilling the following requirements: (a) based on the nominal amount of money that was deposited initially to the issuer; (b) The nominal amount of money stored electronically on a media server or chip; (c) The nominal amount on electronic money will be managed by the issuer, and (d) Money used as a means of payment for the seller. For example, Mrs. B bought a bag on marketplace Y for Rp 50,000 with a digital wallet. Next, marketplace Y sends the bag to the address according to the order. Another example, A (an employee at a company), uses an online motorcycle taxi service. After ordering the company driver to deliver it to its destination, pay for it by E-money (Sahroni, 2019).

When viewed from the example above, there are several parties involved, (a) customers (parties who shop or buy services), (b) merchants (supermarkets or shops providing goods or services), (c) providers of electronic money or digital wallets, and (d) bank as a place to store customer funds (Sahroni, 2019).

Some transportation services use conventional E-money cards as a means of payment. However, conventional E-money is not following the sharia scheme because the contract between the E-money parties is uncertain and does not follow Sharia provisions. Finally, the rights and responsibilities of the parties are unknown; interest is charged on funds placed in traditional banks, and cardholder rights are lost when the card is stolen.

Based on the DSN-MUI fatwa No. 116/DSN/MUI/IX/2017, E-money must comply with sharia signs, including First, placing money stored in E-money in Islamic banks to strengthen sharia-based financial institutions. Second, it is used as a payment instrument for halal goods such as Eid clothes, educational equipment, sports equipment, health insurance, and sharia-based, but if using E-money to harm morals and destroy children's education, the law will become haram. Third, if the E-money uses a chip-based if the E-money card is lost, then the nominal amount of money contained in the issuer cannot be lost because the user wholly owns the funds, but this does not apply if the E-money is served based. Fourth, provisions of

**Comparison of Sharia Economic Law Thoughts Oni Syahroni
and Erwandi Tarmizi on Administration Fees
and Discounts on E-Money**
Afief El Ashfahany, dkk

obligations and rights are fully stated in the form of a platform and approved by the customer. Fifth, avoid illegal transactions such as manipulation and engineering (Sahroni, 2019).

However, sharia e-money alternatives are not yet available, so if it is used to fulfill hajah (semi-emergency), it is permissible to use safe e-money for now. On the other hand, there is a real need for the community to fulfill primary and secondary needs such as financial needs and daily needs. Therefore, as much as possible, take advantage of electronic money issued by Islamic banks for the available facilities.

E-money is accessed through fintech payment applications and can be used to perform various transactions, including payments to partner merchants, bill payments, top-up, balance checking, toll service payments, and online transportation service payments.

Fiqh provisions related to fintech payments can be distinguished in two ways: First, E-money as a Fintech Payment must comply with Fatwa regulation no. 116/DSNMUI/IX/2017 concerning Islamic electronic money. If possible, use E-money issued by Islamic financial institutions as an available alternative. Second, using fintech payment as a payment method. The parties involved are partner merchants as sellers of goods or services, fintech payments as providers of payment methods and users of payment methods, and buyers of services or goods from merchants (Sahroni, 2019).

Meanwhile, according to Dr. Erwandi Tarmizi, E-money is money in the form of chips placed on cards and used for bank payment transactions. The law contained in money also applies to E-money. The process is more or less like handing money to the company, and for verification of account activation, it will be sent via a digital code. The money entered in E-money is money that is deposited in the company's wallet in the sense that the process of borrowing and borrowing transactions occurs. If we use E-money only when there are benefits such as discounts, free shipping, and cashback, this transaction can be usury. Meanwhile, if it is used, whether it is in a state of discount or not or using E-money for other reasons such as convenience and convenience, transactions using E-money may be allowed. Thus transaction using digital wallets or electronic money are allowed but are used to the extent and appropriately if there is an excuse or *udzur* (Tarmizi, 2018a)

Administration Fee of E-money According to Dr. Oni Sahroni

According to Dr. Oni Sahroni (2018), Top-up and balance transfer services are allowed if they meet the following conditions:



Figure 2: Terms of Top Up and Service Balance Transfer

Source: Sahroni (2018)(Source of the daily Muamalah Application Sub Chapter of Electronic Transactions)

First, transactions with online transportation service companies are buying and selling services such as motorcycle taxis that sell delivery services, doctors who sell medical services, and educators who sell educational services. The difference lies in the provider of the online transportation service buying and selling system, and there is a company between the user and the online motorcycle taxi driver (driver). Drivers act as company employees. Therefore, this transaction is not a payable/loan but a sale and purchase of services (in delivery).

Second, in top-up transactions, wages are paid in cash, while services are paid non-cash with a discount or discount. When the customer does a top-up, the customer pays in cash, but the services purchased, delivery services, are not provided in cash depending on the customer's needs.

Third, in terms of fiqh, the top-up deposit transaction made by the customer is an ijarah maushufah fi dzimmah contract. The deposit is paid in advance as wages (ujrah) and the delivery service will be paid later. The ijarah contract (maushufah fi dzimmah) gives the company that rents the service the right to give a discount as a bonus ('athaya) which is permitted by syara'. For example, a mother does business with an ojek driver, the ojek takes her child for one month. The regular fare for an ojek per month is Rp. 500,000, but because she has subscribed, she gets a discount of Rp. 400,000. The wages are then paid in cash and the motorcycle taxi will deliver the

**Comparison of Sharia Economic Law Thoughts Oni Syahroni
and Erwandi Tarmizi on Administration Fees
and Discounts on E-Money**
Afief El Ashfahany, dkk

child according to the agreement. Therefore, the wages are paid in cash and a discount, but the services are not cash.

Fourth, in the case of an ijarah contract, nominal money that has been exchanged for a deposit cannot be used by the customer because it already belongs to the company unless the money is in the form of a loan with all the legal consequences (qardh) and *Fifth*, in transactions, Islamic etiquette must be maintained in muamalah and traveling. (Taken from the daily muamalah application for online transaction categories)

As a service sale and purchase transaction with a cash fee and delivery service as a non-cash sale object, the fees paid, become company income. However, the fees/fees must be transparent, while the services traded are delivery services. Although the destination of the delivery service package is unknown, the distance unit can be known in the application system so that the amount paid by the client can be known. It categorizes services clearly and measurably and eliminates ambiguity (gharar fahish). On the other hand, Dr. Erwandi Tarmizi did not focus on discussing administration fees on E-money.

E-money Discounts According to Dr. Oni Sahroni and Dr. Erwandi Tarmizi Thought

The DSN MUI Fatwa no. 116 does not explicitly discuss discounts in E-money. According to Dr. Khalid Al Mushlih (in Erwandi Tarmizi, 2019:352) discount is a market price discount on a product imposed by the government. One of the seller's marketing strategies is to hold discounts. In principle, Islam forbids the government from interfering with the pricing of goods. The price of an item is determined by the economic rules of supply and demand, which Allah regulates according to His wisdom. The market price of an item is based on the trading will of both parties (Tarmizi, 2019).

However, under certain circumstances and for certain types of products, such as necessities and fuel to meet the needs of the community, which traders fear will oppress the community, according to the majority of the Hanafi, Maliki, and Hanbali schools, discounts are allowed to maintain social stability and promote justice. The law of discounts is closely related to the classic problem of selling goods below the market price. This seems to be a difference of opinion among the scholars.

First opinion: according to the Maliki school, it is not permissible to buy and sell goods or services below the market price. According to him, discounted prices given by some traders can be harmful to other traders. This opinion is not strong because discounts harm other traders by increasing losses for buyers, who are the general public.

Second opinion: it is permissible if sell goods below the market price other than the purpose is not to bring down other sellers. This is the opinion of most scholars in various schools of thought. A seller who sells his goods by lowering the price is a seller whom Allah blesses. This opinion states that the value of a product is the seller's right. In this case, the seller has the right to sell the product as he wishes as long as he is pleased. This second opinion is one of the strongest opinions on the issue of discounts because buyers and the law of origin are acceptable (Tarmizi, 2019).

In terms of E-money discounts, Dr. Erwandi Tarmizi believes that when depositing money or storing it in a digital wallet, the money received by the company will be rotated. This rotation serves as an indirect loan to the business. At some point, the amount borrowed will rise to the point where it can be used during promotional sales, which incurs usury. Therefore, it is recommended not to use a digital wallet at a discount because the payment used can be in the form of interest. If users make transactions with digital wallets just because there are benefits such as discounts, each transaction can be usury (Tarmizi, 2018b).

Meanwhile, according to Dr. Oni Sahroni, a discount can be given if the money deposited by the user in the digital wallet (a) is used (unconditionally) by the issuer (b) if the money deposited is not used by the digital money issuer. Meanwhile, if the publisher uses the required discount, it will become usury (Sahroni, 2019).

There are several points related to discounts that need to be considered as follows (Sahroni, 2020): First, discount promotion is one of the publisher's strategies that benefits both users and sellers. Among the publisher's benefits include deposits and withdrawals on each placement user fees, seller fees, and fees for other digital money services. First, the publisher provides the snippet—for example, person A top-up Rp 100,000 into digital money. Then person A uses the money to buy goods from store C with a 30% discount from Rp. 100,000. At that time, the publisher paid the total price to the seller.

**Comparison of Sharia Economic Law Thoughts Oni Syahroni
and Erwandi Tarmizi on Administration Fees
and Discounts on E-Money**
Afief El Ashfahany, dkk

Second, if the discount is part of a debt transaction and is requested by the lender (creditor), it can be called usury, but if it is not required, according to some scholars, it is a grant, not usury. Third, if the issuer does not use the user's funds, the status is the deposit. However, the discount will be usury if the publisher uses digital money as a payment method. However, if it is used without specific conditions, it is allowed as *Tanazul'anil Haq* (giving uprights) (Sahroni, 2020).

One indicator of the presence or absence of conditions is if the user will top up as a condition for getting a discount, and the publisher agrees to give a discount for all digital money uses. Meanwhile, if top-up consumers are motivated not by discounts but by other considerations such as the convenience of transacting, publishers do not always offer discounts to all digital users.

Fourth, if now digital money and authorities have given sharia permission, then this is the user's choice. However, if there is no legal clarity and DSN-MUI fatwa, everyone will measure the condition according to the instructions of the Prophet Muhammad.

Fifth, This is a particular concern for the industry and related parties in using digital money that follows sharia and is approved by the DSN-MUI and related agencies to prove that their products and operations are following sharia to become more competitive. Moreover, for users, it can provide convenience in transactions and meet daily needs.

Table 3: Differences in the Thoughts of Dr. Oni Sahroni and Dr. Erwandi Tarmizi

No	Information	Thought	
		Dr. Oni Sahroni	Dr. Erwandi Tarmizi
1.	E-money Practice	Transactions using E-money are allowed if they meet the criteria set by the DSN-MUI Fatwa.	Transactions using digital wallets or electronic money are allowed but are used to the extent and appropriately if there is an excuse.
2	Administration Fee	The law is allowed if the fee charged is the fee for the facility.	Not focusing on discussing administration fees.
3	Discount	The law is allowed to use a discount if using it without conditions, then it is allowed as <i>tanazul'anil Haq</i> (giving uprights).	Dr. Erwandi Tarmizi advised not to use a digital wallet at a discount because the payment could be in the form of interest.

Source: Author, Processed (December 2021)

Discussion

From the research findings above, three points can be discussed for critical writers:

The application of E-money, according to Dr. Oni Sahroni and Dr. Erwandi Tarmizi, is following the DSN-MUI Fatwa.

E-money is allowed for payment instruments and transactions if they meet the requirements specified by 116/DSN-MUI/IX/2017. If sharia e-money as an alternative transaction is not yet available, then if it is used to fulfill hajah (semi-emergency) it is permissible if using safe e-money for now. Simultaneously, society has a legitimate need to meet core and secondary demands such as financial needs and daily needs. Therefore, as much as possible, take advantage of electronic money issued by Islamic banks for the available facilities.

Dr. View. Oni Sahroni against the administration fee on E-money is following its implementation.

The administration fee in E-money is appropriate and legally allowed in the transaction. This is reinforced in 116/DSN-MUI/IX/2017 that the administration fee is included in the E-money utility tariff charged by publishers to users. The cost of these facilities must be concrete for the smooth operation of E-money and explained to users.

However, it was found that there were differences in the administration fee for each E-money. For example, in the GoPay application, if a GoPay top-up of at least Rp. 10,000 is charged a fee of Rp. 1000 if using mobile banking with a shared atm network to top up GoPay, there will be an administration fee of between Rp. 5,000 to Rp. 7,500, the minimum refill is Rp. 20,000. In addition, GoPay offers easy top-up, which can top up through Alfamart for Rp. 2000 with a minimum top-up of Rp. 20,000. Meanwhile, top up via Gojek driver has no additional fees with a minimum refill of IDR 25,000.

**Comparison of Sharia Economic Law Thoughts Oni Syahroni
and Erwandi Tarmizi on Administration Fees
and Discounts on E-Money**
Afief El Ashfahany, dkk

Discount practice, according to Dr. Oni Sahroni and Dr. Erwandi Tarmizi, has complied with the DSN-MUI fatwa but was wrong in its implementation.

Conceptually, the law of discount, according to Dr. Oni Sahroni and Dr. Erwandi Tarmizi, is appropriate and allowed if one indicator is required if the user will refill it because there is a discount, and the issuer provides discounts on all digital money transactions according to the agreement. Meanwhile, if the consumer who reloads is not motivated by discounts but by other considerations such as convenience in making transactions, and the issuer does not continuously offer discounts to all digital users, then discounts are allowed.

Dr. Erwandi Tarmizi also believes that when depositing money or storing it in a digital wallet, the E-money service provider company will receive it and rotate the money (use it for profit) / Rotation. This rotation serves as an indirect loan to the business. At some point, the amount borrowed will rise to the point where it can be used during promotional sales; this of course, incurs usury. Therefore, it is recommended not to use a digital wallet at a discount because the payment can be in the form of interest. If users make transactions with digital wallets only because there are benefits such as discounts, then each transaction can be said to be usury.

However, in practice, E-money users are still not aware of their daily application because most E-money users are willing to top up if there are promos and discounts. This practice is contrary to the view of Dr. Oni Sahroni and Dr. Erwandi Tarmizi, who said that if a person makes a top-up transaction using E-money, there are certain benefits such as a discount promo, it can be said that the transaction contains usury.

Furthermore, in the author's opinion, if the discount given does not distinguish between payments *via cash* and payment *via E-money*, then it is allowed. Considering that the discount provided does not provide conditions for using E-money.

Conclusion

Based on the results of the above discussion, the following conclusions can be drawn: 1) Both agree that the use of E-money is currently allowed if there is a Semi-Emergency (Hajjah) situation and is used if there is Udzur because the majority of E-

money currently available is still not in accordance with DSN MUI sharia fatwa criteria; however, if E-money transactions are used for payment methods for transactions that are prohibited by Islam, such as transactions made for gambling, buying goods prohibited in Islam, then it is prohibited; 2) According to Dr. Oni Sahroni Administration fee on E-money is allowed because the utility tariff charged by the issuer to the user. The cost of the facility must be real for the operation of E-money and must be explained to the user. While Dr. Erwandi Tarmizi did not focus on discussing administration fees on E-money; 3) Application of discount, according to Dr. Oni Sahroni, is legally allowed if there are no conditions followed; 4) Dr. Erwandi Tarmizi suggests not using a digital wallet when there is an offer of discount only, because the discount used for payment can be in the form of interest. If users make transactions with digital wallets only because there are benefits such as discounts, then each transaction can be said to be usury; 5) According to the author's opinion, if the discount provided does not distinguish between payments *via cash* and payments *via E-money*, then this is allowed.

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**Comparison of Sharia Economic Law Thoughts Oni Syahroni
and Erwandi Tarmizi on Administration Fees
and Discounts on E-Money**

Afief El Ashfahany, dkk

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