

Debt-Based Hajj Financing Models: Legal Foundations and Socio-Economic Implications in DSN-MUI Fatwa

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Abstract

This article provides an analytical study of the legal reasoning and arguments underpinning the DSN-MUI fatwa that permits Hajj financing through debt and financing schemes. Utilizing a descriptive literature review, the study traces relevant fatwas and examines their *sharia* bases, particularly the principles of *maqasid al-shari'ah* such as *al-ibāhah* (permissibility) and *manhaj al-taysir* (the approach of ease). The research aims to explore how this fatwa adapts to modern economic contexts while preserving core *sharia* principles, particularly regarding the reinterpretation of *istitha'ah* (capability). Findings demonstrate that the fatwa is fundamentally supported by a paradigm oriented toward achieving *maslahat* (benefit) and *dar' al-mafsad* (avoidance of harm), emphasizing justice and accessibility for Muslim communities seeking to perform Hajj via *sharia*-compliant financing. This study offers in-depth insights into the legal construction and foundational *sharia* principles used by DSN-MUI, contributing critical perspectives on the social and economic implications of debt-based Hajj financing for scholars, Islamic finance practitioners, and policymakers.

Keywords: *Hajj Financing, DSN-MUI Fatwa, Islamic Debt Scheme, Muamalah Principles, Sharia Compliance, Maṣlaḥah and Mafaṣad, Islamic Legal Reasoning.*

Abstract

Artikel ini menyajikan studi analitis mengenai konstruksi penalaran hukum dan argumentasi di balik fatwa DSN-MUI yang memperbolehkan pembiayaan haji melalui skema hutang dan pembiayaan. Dengan menggunakan metodologi studi literatur deskriptif, penelitian ini menelusuri berbagai fatwa terkait dan mengkaji dasar-dasar syariahnya, khususnya prinsip *maqasid al-shari'ah* seperti *al-ibāhah* (kebolehan) dan *manhaj al-taysir* (pendekatan kemudahan). Tujuan penelitian adalah untuk menganalisis bagaimana fatwa ini beradaptasi dengan konteks ekonomi modern seraya mempertahankan prinsip-prinsip syariah inti, terutama terkait reinterpretasi konsep *istitha'ah* (kemampuan). Hasil penelitian menunjukkan bahwa fatwa ini secara fundamental didukung oleh paradigma yang berorientasi pada pencapaian *maslahat* (kemaslahatan) dan *dar' al-mafsad* (penghindaran bahaya), menekankan aspek keadilan dan kemudahan akses bagi

masyarakat muslim yang ingin menunaikan haji melalui jalur pembiayaan syariah. Studi ini memberikan pemahaman mendalam tentang konstruksi hukum dan landasan prinsip syar'i yang digunakan DSN-MUI, menyumbangkan perspektif kritis terhadap implikasi sosial dan ekonomi dari pembiayaan haji berbasis hutang bagi akademisi, praktisi keuangan syariah, dan pembuat kebijakan..

Keywords: *Pembiayaan Haji, Fatwa DSN-MUI, Skema Hutang Islami, Prinsip Muamalah, Kesesuaian Syariah, Masalah dan Mafasad, Penalaran Hukum Islam*

INTRODUCTION

The Indonesian Ulema Council, National Sharia Board (DSN-MUI), which was established in 1999, is the institution most responsible for issuing fatwas in the fields of economics, finance, and sharia business (muamalah) in Indonesia. Not only that, DSN-MUI is also tasked with supervising the implementation of fatwas through the Sharia Supervisory Board (DPS), as well as issuing statements of sharia compliance or sharia conformity (*sharia compliance*) on muamalah contract products and transactions in various banks and Sharia Financial Institutions (LKS) in Indonesia. DSN-MUI Team, 2022 It is indeed a noble and honorable task to uphold and foster the application of sharia values in economic activities in general, and finance in particular, in the country.

Among the fatwas that have been issued, there are more than a hundred in quantity over more than two decades (MUI, 2014), covering Islamic banking, Islamic insurance, Islamic capital markets, Islamic pawnshops, Islamic accounting, Islamic MLM, Islamic commodities, to Islamic guarantees and financing. Even though the position of fatwas in the realm of Islamic law is basically more of a legal notification (*al-ikhbār 'an al-hukm*) that is non-binding (*ghayr mulzimah/unbinding*), in the process of its establishment, a fatwa has undergone and passed through a process of dialectics (*jadaliyyah*) that combines the spirit of understanding the text (*fahmun nushush*) and an understanding of reality (*fiqh al-wāqī'*) faced through rational reasoning of usul fiqh law, and of course, it has also considered the reasons for the urgency and priority of the need to issue the fatwa. Therefore, the fatwa should be obeyed and followed by all muslims in a country (Mubarrak A. Latief, 2019).

Regard to the hajj financing model, various Muslim countries have developed unique approaches to managing hajj funds and accommodating sharia principles. A comparative study by Muneeza et al., 2018 reviews hajj fund management institutions in Malaysia, Indonesia, and the Maldives, showing

variations in approach but with the same goal, namely to facilitate the hajj in accordance with sharia guidance. The Malaysian Hajj Fund model, which emphasizes sharia compliance and prohibits usury and *gharar*, has inspired other countries such as Thailand, as proposed by Cheumar & Akem, 2024, and Pakistan, as discussed by Jamal & Sharif, 2024. These studies indicate that the DSN-MUI fatwa operates within a global landscape where the adaptation and interpretation of Sharia principles continue to evolve to address the needs of the Muslim community in performing the Hajj pilgrimage, in accordance with Sharia limitations. Additionally, Oseni et al., 2016 discusses "fatwa shopping" in the Islamic finance industry, highlighting the complexity and need for appropriate regulation of fatwas in a cross-border context, which may be an interesting comparison to the position of the DSN-MUI.

Furthermore, the reinterpretation of the concept of *istitha'ah* in the modern context is a crucial point in the literature. However, the issue of blurring *istitha'ah* due to hajj financing schemes with debt has also been a concern Yunus & Muslimin, 2020, raising questions about the limits of true financial capacity and whether easy access to hajj through debt is in line with the essence of *istitha'ah*. Abdul-Muhmin, 2008 in Saudi Arabia, for example, highlights the conflict between religious tradition and modernity in the use of bank loans for non-commercial purposes, a dynamic that is highly relevant to hajj financing. Perdana et al., 2024 also discusses the challenges of financial sustainability for Hajj management institutions in Indonesia and how this affects the overall financial health of the Hajj system, highlighting the complexity of balancing ease of access to Hajj with the principles of financial prudence and strict Sharia interpretation. In fact, there is also discussion on how technology can make the Hajj journey easier, while still considering financial capabilities (Utomo et al., 2020).

As mentioned above, there are many scientific journal articles and other academic works that discuss and relate to the DSN-MUI fatwa regarding initial Hajj deposits or Hajj with bailout funds or credit from different angles and perspectives. To name a few, the study Rajab, 2014 attempts to reexamine the concept of *istitha'ah* in Hajj using credit funds. In the conclusion of his paper, it is stated that the concept of *istitha'ah* must be viewed in the context of the times, where today it not only covers provisions and transportation, but also includes elements of health, safety, and Hajj quotas, which can also be classified under the criteria of *istitha'ah*. Therefore, someone who goes on Hajj by borrowing money

because they cannot afford it, but who has the opportunity to perform Hajj, their Hajj is still valid, as long as they fulfill the pillars, requirements, and obligations of Hajj. This is because borrowing money to perform Hajj, either individually or through an institution, is permissible and valid, as there is no strong and clear evidence prohibiting someone from borrowing money to perform Hajj. The article also adds that the funds used for Hajj can be obtained through a "financing and credit" scheme or a "bridge loan" scheme. The first scheme can be provided to those with a fixed income who are believed to be able to repay the loan from their monthly salary. Meanwhile, the second scheme, which is currently prohibited by the Indonesian Ministry of Religious Affairs, is usually chosen by those who want to perform the Hajj but do not have sufficient funds to obtain a Hajj quota/seat, so that the bank or other financial institution covers the customer's shortfall in funds, allowing the person concerned to obtain a Hajj quota. The loan used does not use a conventional credit interest system, but rather profit-sharing financing, which is recognized in Islamic financial institutions.

Meanwhile, Rahmah & Rahmah, 2013 in their article discuss Hajj bailout funds, which were once one of the Islamic banking financing products based on the DSN-MUI fatwa reinforced by the Ijtima Ulama Fatwa Commission throughout Indonesia. In their findings, it is stated that in practice, Hajj bridge financing can be provided to customers who are able to repay the bridge financing before departing for the holy land, so it can be classified as a form of *istitha'ah*. The contract used by Islamic banks in relation to Hajj advance funds can be a combination of an *ijarah* contract, which concerns the rental of a Hajj seat from an Islamic bank to a customer, whereby the bank is entitled to receive *ujrah*, and a *qardh* contract related to the payment of advance funds that have been disbursed by the Islamic bank to obtain a Hajj seat, which must be repaid by the customer in the same amount without any additional charges. However, this Hajj advance fund scheme still has positive aspects (*mashlahat*) in terms of the convenience it provides to customers in obtaining Hajj seats. Meanwhile, the negative aspect (*mafsadat*) of the Hajj advance fund is that it further obscures the criteria of *istitha'ah*, which is a requirement for those who are obliged to perform Hajj.

Furthermore, by conducting field studies at Pegadaian Syariah in Lhokseumawe, Aceh, Iswandi, 2022, through the normative empirical approach

he used, examined the Arrum Haji product at the institution, which for some residents there seemed to be the same as Hajj financing through Hajj bailout funds. In this case, the Arrum Haji product offers Sharia Pawnshop customers the opportunity to obtain Hajj financing by pledging a minimum of 3.5 grams of gold as collateral for the Hajj financing. Furthermore, the Lhokseumawe City Sharia Pawnshop will provide a loan (not bailout funds) of IDR 25,000,000 to customers so that they can register and obtain a Hajj seat. After registering for Hajj, customers will repay the loan to the sharia pawnshop in installments accompanied by *mu'nah* in accordance with the period agreed upon at the time of the contract. This article concludes that Hajj financing through the Arrum Haji product using gold pawn as collateral is permissible, as it is in line with and relevant to the provisions of Fatwa No. 92/DSN-MUI/IV/2014 on Financing Accompanied by Rahn, which serves as its basis. In addition, according to the author, the Arrum Haji product is different from Hajj financing through Hajj bailout funds. However, the author suggests that those who wish to perform the Hajj should not use loan funds or go into debt.

In line with the above, Lubis, 2021 examines the same product, Arrum Haji at Pegadaian Syariah, but more from a legal perspective on the contract of Hajj bailout financing with gold collateral. In conclusion, this article states that the legal aspect of the Arrum Haji product uses a *rahn* (pawn) contract, where the property owned by the customer is used as collateral for a binding debt. The legal consequences for customers who default on the contract are that if *the rahin* (pawnbroker) fails to make three installment payments (is in arrears); and/or fails to make the final payment by the due date and does not fulfill other obligations or violates the provisions in the contract, then Pegadaian Syariah as *the murtahin* has the right to sell the collateral (*marhun*) used as collateral for the loan, and *the rahin* is obliged to cancel their Hajj portion.

The study by Mubarak & Hasanuddin, 2013 discusses in more detail the DSN-MUI Fatwa on the management of hajj funds, which is understood in various ways by the industry, so that there are Sharia Financial Institutions (LKS) which in practice still have a direct relationship between the *qardh* funds disbursed and the *ujrah* received by the LKS. Therefore, this paper states that borrowers must first repay their financing to the LKS before performing the Hajj, in order to realize the meaning and criteria of *istitha'ah*. Thus, Hajj management financing is only a facility for those who are already capable (have sufficient

assets) but are not "liquid". In other words, Hajj financing functions as a *kasab/ikhtiyar/effort* for recipients of Hajj financing from LKS, which is currently repaid in *taqsith* (installments) on *qardh* debt because it is considered easier than saving.

The DSN-MUI fatwa on hajj financing through debt and financing schemes aims to bring about benefits and convenience for the people in accordance with the principles of *ibāhah* and *manhaj al-taysir*, but there are several notable *research gaps* that are worth exploring. This fatwa often invites cross-opinions among academics and the public, especially regarding the reinterpretation of the concept of *istitha'ah* in the modern context. This opens up opportunities for more in-depth research on how the fatwa concretely affects the understanding and spiritual awareness of prospective Hajj pilgrims regarding the meaning of *istitha'ah* itself, as well as the potential ethical dilemmas that may arise due to the ease of access to Hajj through financing schemes. Additionally, although the DSN-MUI emphasizes the principle of *al-taysir*, there is a *gap* in the comprehensive analysis of clear limitations and criteria to prevent *al-mubalaghah fi al-taysir* (excessive ease) which can lead to *al-tasahul* (taking things lightly), especially when compared to the views of international sharia authorities or practices in other Muslim countries that also have hajj financing schemes. Further research could explore the long-term sociological and economic impacts of this financing scheme on the macro and micro financial welfare of society, especially in the context of the potential risk of default and its implications for the sustainability of the Islamic economy in Indonesia. Therefore, this article aims to examine various fatwas issued by the DSN-MUI regarding the Hajj pilgrimage in order to gain a deeper understanding of the arguments and legal reasoning used to justify Hajj down payments using debt and financing schemes.

This study is significant as it addresses a critical gap in the existing literature by providing a comprehensive, in-depth analysis of the legal reasoning and construction (*tahlil al-manhaji*) used by the DSN-MUI to permit Hajj financing through debt. While previous research often focuses on the comparative models of Hajj fund management or the general concept of *istitha'ah*, this article uniquely dissects the specific *usul fiqh* principles, such as *ibāhah* and *manhaj al-taysir*, employed to legitimize this practice in a modern economic context. The primary contribution is offering critical insights into the potential ethical dilemmas and the limitations (*qayyid*) necessary to prevent *al-*

mubalaghah fi al-taysir (excessive ease). Practically, this research serves as a vital reference for policymakers and Islamic financial institutions by clarifying the foundational sharia arguments and their practical implications for ensuring sharia compliance and financial prudence in Hajj financing schemes

RESEARCH METHOD

This article aims to further examine the reasons and considerations behind the issuance of these fatwas. To achieve this objective, this study uses a qualitative approach with a literature study method, analyzing in depth the DSN-MUI fatwas related to Hajj financing, as well as other related regulations such as Fatwa No. 04/DSN-MUI/2000 and Fatwa No. 153/DSN-MUI/VI/2022(Amanda et al., 2025). This approach allows researchers to identify challenges, social changes, and the foundations that drive the need for reform in sharia financing, with a focus on in-depth analysis of various relevant literature(Elwardiansyah et al., 2025). The collected data was then analyzed using qualitative content analysis and narrative synthesis techniques to construct a coherent and structured argument. This is followed by a discussion of the series of MUI fatwas on Hajj; an explanation of the principles of "*ibāhah*" and "*taysir*" in muamalah matters; and an analysis of the MUI fatwa on Hajj with debt and financing schemes. The final section of the paper concludes with important conclusions that can be drawn from this article.

RESEARCH FINDINGS AND DISCUSSION

Based on the above study, there are at least several important points that can be discussed and debated in this article. In line with the principle of *al-hukm 'an al-syay'i far'un 'an tashawwurihi* (understanding all the details of an issue is part of the wise way to solve it), this discussion will begin with a general study before moving on to specific points, ultimately leading to a conclusion. This discussion will comprehensively elaborate on the construction of thought and the reasons underlying the issuance of DSN-MUI fatwas on hajj financing, particularly regarding initial deposits through debt and financing schemes. This includes an analysis of the shar'i arguments from the Qur'an and Hadith used as a basis, as well as the interpretations of relevant scholars in formulating these fatwas(Zakiyah, 2022; Rahman et al., 2025)(Zakiyah, 2022; Rahman et al., 2025)(Zakiyah, 2022; Rahman et al., 2025) . In addition, it will examine how the

principles of *maqasid al-shari'ah*, such as *hifdz al-mal* and *hifdz al-nafs*, are integrated into these fatwas to ensure the benefit and justice for prospective pilgrims (Adawiyah et al., 2022).

Series of MUI Fatwas on Hajj

As a non-governmental religious institution, the MUI has issued a number of religious fatwas related to the Hajj pilgrimage since the Fatwa Commission was chaired by Prof. Buya Hamka in 1979. The fatwa is related to the meaning of *istitha'ah* in performing the Hajj pilgrimage (MUI, 1977). It is stated that based on the Decision of the Musyawarah Alim Ulama (Council of Religious Scholars) held in 1975 regarding *Istitha'ah*, which reads in full: "A Muslim is considered capable (*Istitha'ah*) of performing the Hajj pilgrimage if physically, spiritually, and financially able to do so without neglecting their obligations to their family," is considered sufficient. However, in line with the times and economic dynamics, the DSN-MUI then issued additional fatwas that adapted the concept of *financial istitha'ah*, including the use of financing schemes for initial Hajj deposits (Amsari, 2021). Since then, these fatwas have continued to evolve and adapt to the socio-economic dynamics of society, particularly in the context of increasingly complex hajj fund management (Musadad et al., 2025; Mahfudz et al., 2023).

Furthermore, the fatwa adds that if there are prospective pilgrims who experience irregularities in the implementation of *Istitha'ah*, it is because they have not paid sufficient attention to the wording and content (meaning) of *Istitha'ah*. Although this is an initial fatwa regarding Hajj, it is important to mention here that the MUI has issued a fatwa emphasizing the importance of the aspect of *istitha'ah* for those who wish to perform the Hajj pilgrimage. Over time, the increasing enthusiasm of Muslims to perform the Hajj, coupled with the growth of Indonesia's population and citizens, followed by an increase in religious awareness in society and economic growth and prosperity among the Muslim middle class, has led to an increase in the desire to perform the Hajj (Sudarto, 2023). This situation has led to the emergence of various Hajj financing schemes, which then require a clear Islamic legal basis from fatwa authorities such as the MUI, so that these practices remain in line with sharia principles (Matsum, 2023). However, there are also obstacles to obtaining Hajj seats due to limited funds, so the MUI has issued a number of other fatwas

related to Hajj fee registration to provide convenience for Muslims who wish to perform Hajj in line with sharia financing corridors. To that end, the DSN-MUI, through various fatwas, such as DSN-MUI Fatwa No. 122 on Hajj Fund Management, seeks to provide more detailed guidelines so that the management of hajj funds remains in line with sharia principles and provides benefits for the people (Maulid & Amirsyah, 2022).

Before the fatwa on the permissibility of Hajj with debt and financing was issued, DSN-MUI had previously issued DSN-MUI Fatwa Number: 09/DSN-MUI/IV/2000 concerning *Ijârah* Financing to accommodate the permissibility of paying wages (*ujrah/fee*) for the transfer of rights of use (benefits) of goods or services that can be practiced in Sharia Financial Institutions (LKS). This fatwa became an important foundation for the development of innovative sharia financial products, including those related to hajj financing, in line with the increasing public demand for access to such services (Hidayatullah, 2022). Subsequently, DSN-MUI Fatwa Number: 19/DSN-MUI/VI/2001 on *al-Qardh* Financing was issued, explaining the practice of loan and debt agreements that can be made by LKS to customers with the provision that customers are obliged to return the funds they receive to LKS at a time agreed upon by both parties. This confirms that every financing scheme in the context of Hajj, including *qardh*, must adhere to the principle of clear and agreed repayment, in accordance with the *fiqh muamalah* principle of "(Fauziah et al., 2023)(Fauziah et al., 2023)(Fauziah et al., 2023).

Then, the DSN-MUI Fatwa Number: 29/DSN-MUI/VI/2002 concerning Sharia Financial Institution Hajj Management Financing was launched for the first time, combining the two previous fatwas (*Ijarah* and *al-Qardh*), in which the General Provisions state that: 1) In managing Hajj for customers, Islamic Financial Institutions (IFIs) may receive service fees (*ujrah*) using the *al-Ijarah* principle in accordance with DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000; 2) If necessary, Islamic Financial Institutions may assist in covering customer Hajj costs using the *al-Qardh* principle in accordance with DSN-MUI Fatwa Number: 19/DSN-MUI/VI/2001; 3) Hajj management services provided by LKS may not be conditional upon the provision of Hajj advances; 4) The amount of *al-Ijarah* service fees may not be based on the amount of *al-Qardh* advances provided by LKS to customers. This fatwa essentially distinguishes between service fees for Hajj management (*ujrah*) and fund advances (*qardh*), emphasizing that the two

must be viewed as separate transactions without any causal or conditional relationship. Furthermore, the DSN-MUI Fatwa also stipulates that LKS may not take advantage of the Hajj advance funds provided, but are only allowed to receive *ujrah* for the Hajj management services provided (Priyadi et al., 2023). The use of the *ijarah* contract itself has been recognized in Islamic law as a form of transfer of usage rights without the transfer of ownership of goods, with payment of rent or wages as agreed (Sakti & Adityarani, 2020).

Meanwhile, DSN-MUI Fatwa Number: 92/DSN-MUI/IV/2014 concerning Financing Accompanied by *Rahn* (*At-Tamwil Al-Mautsuq bi Al-Rahn*) was issued with the consideration of accommodating the development of *rahn*-based businesses, including providing guidelines on financing accompanied by *rahn*. The relevant provisions state that, in principle, *rahn* contracts are only permitted for debts (*al-dayn*), which arise from, among other things, *qardh* contracts, non-cash sales (*al-bay'*) (), or lease contracts (*ijarah*) where the *ujrah* payment is not made in cash. (Yanthiani, 2020). The application of *rahn* in hajj financing, therefore, must take into account the substance of the underlying contract, whether it is *qardh* or *ijarah*, and ensure that the value of the collateral is in accordance with the principles of Islamic justice. Therefore, a comprehensive Sharia legal framework is needed to ensure that all aspects of Hajj financing, including collateral mechanisms such as *rahn*, operate in accordance with DSN-MUI Fatwa Number 25/DSN-MUI/III/2002 concerning *Rahn* and its derivative fatwas (Subagiyo, 2014).

Furthermore, regarding the income earned by *the murtahin* (pawn recipient), it is stated that: 1) In the case of *rahn* (*dain/marhun bih*) occurring due to a sale and purchase agreement (*al-bai'*) with non-cash payment, *the Murtahin's* income only comes from the profit (*al-ribh*) of the sale and purchase; 2) In the case of *rahn* (*dain/marhun bih*) occurring due to a lease agreement (*ijarah*) where the *ujrah* payment is not made in cash, *the murtahin's* income only comes from *the ujah*; 3) In the case of *rahn* (*dain/marhun bih*) occurring due to a loan (*qardh* contract), *the Murtahin's* income only comes from *mu'nah* (maintenance/guard services) for *the marhun*, the amount of which must be determined at the time of the contract, as is the case with *ujrah* in an *ijarah* contract. The Murtahin is not permitted to derive benefit from the *marhun*, unless it is agreed that the Murtahin may derive benefit from the *marhun* by reimbursing the maintenance costs

Finally, MUI Fatwa Number 004/MUNAS X/MUI/XI/2020 concerning the Payment of Initial Hajj Deposits with Debt and Financing was issued. The Legal Provisions section of the fatwa states: 1) Payment of Hajj Down Payments with money obtained from debt is permissible (*mubah*), provided that: a. it is not *usurious* debt; and b. the debtor has the ability to repay the debt, as evidenced by, among other things, sufficient assets; 2) Payment of Hajj Down Payments using funds obtained through financing from financial institutions is permissible, provided that: a. Sharia contracts are used. b. it is not done at a conventional financial institution; and c. the customer is able to repay the debt, as evidenced by, among other things, sufficient assets; 3) Payment of the initial Hajj deposit with debt and financing that does not meet the conditions referred to in points 1 (one) and 2 (two) is haram.

The Principles of "Ibāhah" and "Taysir" in Muamalah

As part of the discussion of fiqh law, the study of muamalat emphasizes the examination of Islamic law in the relationship between humans and their fellow humans. According to the origin of the word, *mu'amalat* is taken from the root word ' ' which means to do or act reciprocally. When the word *mu'amalat* is associated with the word *fiqh*, it can be simply understood as Islamic legal rules that govern the relationship between one human being and another in social interactions in the world (*hablun min al-nās*). Fiqh muamalat is the counterpart of fiqh ibadat, which governs the relationship between a mukallaf human being and Allah the Creator (*hablun min Allah*). In this context, the flexibility of fiqh muamalat allows for adaptation to various forms of contemporary transactions, including hajj financing, as long as sharia principles such as justice and the avoidance of usury are upheld (Amanda et al., 2025).

Regarding muamalat issues, Islamic law does not detail every aspect of these matters as it does in matters of worship, as muamalat is highly likely to evolve and change alongside innovations, needs, demands, and the progression of time. However, Islamic law has established general principles that must be adhered to and fulfilled in muamalat transactions to avoid practices of trade and/or other muamalat transactions that are prohibited by Islamic law. A simple example that can be given here is: in every commercial transaction or sale and purchase, there must be mutual consent between the two parties to the transaction (*'an-tarādhin*) as stated in the verse Q.S. An-Nisa': 29, so that the

agreement reached is not due to external coercion or fraud that causes loss and deception to one of the transacting parties.

Given that fiqh muamalat concerns human needs, innovation and creativity are highly encouraged, as long as they do not conflict with the principles of sharia. Among the principles of sharia is the prohibition of muamalat transactions that contain elements of "*MaGhRib*" (maysir/speculative, *gharar* and *riba*). Because innovation and creativity in the development of muamalat practices are highly encouraged, all muamalat matters are basically permissible, unless there is evidence that prohibits them (*al-ashl fi al-mu'amalah al-ibahah, illa mā dalla al-dalil 'ala tahrimihi*). Therefore, the arguments in muamalat issues are easier to reason and understand logically (*ta'aqquliy* or *ma'qulat al-ma'na*). This principle of permissibility provides room for the development of innovative Islamic financial products and services, as long as the main objective is to achieve benefits and avoid practices that are prohibited ((Najeeb, 2014; Muhammad, 2020)(Najeeb, 2014; Muhammad, 2020)(Najeeb, 2014; Muhammad, 2020) .

As a manifestation of creativity and innovation valued in fiqh muamalat, there has been rapid development in economic matters. In general, Islamic law has established the principles of permissibility of all muamalat transactions as long as they bring about benefits and are a necessity for humans. The keywords in muamalat here are *ta'awun* (mutual cooperation) and bringing about benefits (*mashlahat*) for humans as stated in Q. S Al-Maidah: 2. However, in implementing these principles of permissibility, it is also necessary to pay attention to the prohibitions on commercial transactions in Islamic law, which include the following three categories: 1) Transactions involving substances or goods that are prohibited from being traded (such as trading pork, etc.); 2) Transactions involving all prohibited business or trade objects (such as the trade in alcoholic beverages, etc.); 3) Covering prohibited methods of trade or buying and selling (containing *prohibited elements/MaGhRib*).

The first and second categories of muamalat above are easy to understand, because the commodities or objects of muamalat are indeed prohibited in Islamic law. Even though transactions involving these types of prohibited commodities fulfill the pillars and requirements, so that they are considered valid according to religious law, because the items being traded are prohibited, the practice itself becomes haram.

The issue of Islamic law prohibitions in muamalat transactions often occurs in the third category, which often involves *uncertainty* and ambiguity. A lack of information about everything during the transaction process will lead to doubt and uncertainty, and therefore this will eliminate the blessings and justice in the transaction practice.

Muamalat transactions that contain elements of information obscurity and deception (*gharar*) will lead to speculation that is speculative in nature (*maysir*). Therefore, Islamic law prohibits several forms of muamalat that developed during the Jahiliyyah period, such as muamalat in the case of the Prophet's prohibition on buying and selling with stone throwing (*bay' al-hushāt*); selling fruits that are still on the tree until they are ripe (*bay' al-gharar*); the prohibition of buying and selling goods whose object is still in the male seed before being mated with the female (*bay' al-mulāqih*); the prohibition of buying and selling by pretending to offer a higher price to deceive other buyers (*bay' al-najasy*); the prohibition of buying and selling by intercepting sellers on the street before they arrive at the market so that the sellers do not know the market price (*talaqqi al-rukban*), etc.

It should also be added here that the flexibility of fiqh law regarding contemporary muamalat transactions, which tends to be more flexible and convenient—even if the transaction is completely new and previously unknown—is solely due to the principle of muamalat itself, which requires convenience, as long as it can cover and fulfill human needs (*sadd hājat al-nās*). so that in many contemporary fiqh rulings on muamalat issues, there is a tendency to *allow* and *facilitate*, as long as in practice it is safe and free from elements of *usury (riba)*, *gambling (maysir)*, and *uncertainty (gharar)*.

Furthermore, transactions that are prohibited in Islam include those that are speculative in nature and therefore involve *gambling and uncertainty*. *Maysir* includes *qimar* (betting on winning or losing, where the bettors compete against each other to become the winner). Similarly, other forms of *maysir*, such as *murahanah* (betting on winning or losing, but here the bettors are positioned as objects or spectators), are also prohibited in the Qur'an in Surah Al-Maidah 90-91.

Based on the above explanation, it is clear that all matters of muamalat in Islamic law are more flexible, where the law only sets general principles that must be upheld and obeyed in order to avoid practices and activities that are prohibited by Islamic law. Among the prohibited forms are the practices of

maysir, *gharar*, and *riba*, often abbreviated as "*MaGhRib*"; as well as trade that violates the principle of *lā tadhlimun wa lā tudhlamun* (do not oppress or persecute one another), such as market manipulation in the form of commodity monopolies (*ihlikār*).

Due to the emphasis on flexibility, innovation and development in all forms of muamalat transactions are inevitable, including the issue of hajj with debt and financing. This is because muamalat issues are basically permissible as long as they bring about benefits to human life, unless there is evidence that prohibits them (*al-ashl fi al-mu'amalat al-ibahah illa mā dalla al-dalil 'ala tahrimihi*).

Another equally important aspect in muamalat is the concept of facilitation (*al-taysir*). This is because, upon closer examination, the method of facilitation (*manhaj al-taysir*) is not something foreign or unusual in the process of establishing Sharia law, as found in classical fiqh books and fatwas. This is because if we trace and refer to the normative arguments of Sharia itself, such as the Qur'an and the hadiths of the Prophet, there are many divine messages that emphasize the importance of Sharia's concern for the realization of convenience and benefit for servants in their lives in this world. For example, Allah SWT says (in Q.S. Al-Baqarah: 185 and Q.S. Al-Hajj: 78) that Allah desires ease for all human beings, not hardship (*yuridu Allah bikum al-yusra, wa la yuridu bikum al-'usra*). Similarly, the message of the Prophet Muhammad's hadith conveys the same meaning. In fact, in one of the messages of the Prophet Muhammad SAW, it is stated, "If forced to choose between two matters, he would choose the easiest (to do), as long as it is not a sin (*ma khuyyira bayna amrayn, illa ikhtara aysarahuma, ma lam yakun itsman*). This normative message is certainly in line with the *al-taysir* method in determining laws and fatwas.

Many studies have been conducted on the *al-taysir* method. As a serious academic study on this subject, we can mention the recent work of Abdullah bin Ibrahim Al-Thawil, which is based on his thesis. Al-Thawil, 2005 In his study, he first explains the meaning and roots of the concept of *al-yusr* in Islamic law. Subsequently, it examines the emergence of the roots of this *manhaj al-taysir* in the present day, both among contemporary scholars and secular scholars. Furthermore, this work also discusses examples of the application of *taysir*, both in matters of worship, muamalah, family, and sanctions (*'uqubat*). The results of this study also present an analysis of the impact of the application of the *manhaj al-taysir* approach, both in terms of Sharia law, behavior, and thought.

Meanwhile, regarding the fiqh principles concerning *al-taysir*, reference can be made to the work of Imam Al-Suyuthiy, "(Al-Suyuthiy, 1983)(Al-Suyuthiy, 1983)(Al-Suyuthiy, 1983) , where one of the main principles of fiqh (*qawwa'id fiqhiyyah kulliyah kubra/Islamic legal maxims*) states that *al-masyaqqah tajlibu al-taysir* (difficulty requires ease). Later, it was from this fiqh principle that the DSN-MUI developed the *al-taysir al-manhajiy* method, which is widely used in determining fatwas in the field of muamalah maliyah(Mubarrak et al., 2022).

One of the methods of legal development adopted by the DSN-MUI in determining its fatwas in the field of muamalah maliyah is the *al-taysir al-manhajiy* method. Simply put, there is nothing wrong with this method; in fact, it is in line with the normativity of the Sharia, which strongly advocates simplification in every legal obligation for humans.

Even though *al-taysir al-manhajiy* in its paradigmatic concept is defined as *al-akhdu bi arjah al-aqwal wal ashlah in amkana, wa illa fa al-ashlah*, the use of this method should not be excessive. This aspect must be considered and maintained in order to preserve a *moderate and balanced* attitude in issuing fatwas, and to avoid *al-mubalaghah fi al-taysir* (excessive leniency), which in turn will lead to a *complacent* attitude (*al-tasahul*). Therefore, it is important to apply the *al-taysir al-manhajiy* method within the corridor of realizing benefits, without making things too easy, by paying attention to *dhawabith syar'iyah* as a guide to realizing benefits.

This is because when *al-taysir al-manhajiy* is chosen under the pretext of *li al-hajah* or *li ahl al-mashlahah* or *li maqashid al-syari'ah* without any detailed limitations and benchmarks (*bi la hudud wa la dhawabith*), then this attitude will characterize the nature of excess (*ifrath*). Conversely, if one ignores or does not issue a fatwa simply because there is no *qath'iy text* or opinion that can be referred to (*aqwal*) as found in the *mu'tabarah fiqh books*, then such an attitude is also very rigid and inflexible, reflecting an attitude of *tafrith*. Therefore, the use of *al-taysir al-manhajiy* should not be done excessively, but must be within the corridor of realizing measurable benefits so that it can become one of the fiqh solutions (*makharij fiqhiyyah*) as an effort to fulfill the requirements of a fatwa that is carefully and thoroughly sought(Amin, 2017)(Amin, 2017)(Amin, 2017) .

The development of the *al-taysir al-manhajiy* method involves determining the use of two methods related to muamalah, namely: *first*, a substantive view that uses the purpose or end result (*maqashid*) as a basis for determining the law,

which states that "*al-'ibratu fi al-'uqud bi al-maqashid wa al-ma'aniy*, not on the words and structures" (the benchmark for the validity of a contract is its intent and meaning, not its words and structure). An example of the application of this principle is the practice of collecting funds in the form of savings and current accounts, where the *wadi'ah* (deposit) contract is the formal form (*al-alfadz wa al-mabaniy*), while the substance (*al-maqashid wa al-ma'aniy*) is the *al-qardh* (debt) contract. This is because the *wadi'ah* contract contains permission from the owner for the recipient of the deposit (*wadi'ah yad dhamanah*) to use the deposited goods, while the deposited goods can be replaced by other goods (of equal value or *price/mitsliyyat*), which constitutes a *qardh* contract.

Meanwhile, the legal-formal view considers words and sentences (*al-alfadz wa al-mabaniy*) as the measure of validity in determining the law, in line with the rule: "*al-'ibratu fi al-'uqud li al-alfadz wa al-mabaniy*, not by the intentions and meanings" (the benchmark for determining the validity of a contract is the words and their structure, not the intentions and meanings). In addressing the two views above, DSN-MUI applies *al-taysir al-manhajiy* by using a paradigmatic approach of *al-akhdu bi arjah al-aqwal wal ashlah in amkana, wa illa fa al-ashlah* (Amin, 2017)(Amin, 2017)(Amin, 2017) .

Analysis of the DSN-MUI Fatwa on Hajj with Debt and Financing

Although it has sparked debate, with both pros and cons, agreement and rejection, the DSN-MUI fatwa on Hajj with debt and financing is a fatwa built on legal foundations and sharia arguments that can be justified in terms of fiqh and academic law. This is inseparable from the matter of fiqh muamalat, which stipulates that the basic law is "permissible" (*ibahah*) for all new transactions, even those that were previously unknown, as long as the guidelines (*dhawabith syar'iyah*) are observed and maintained so that they are protected and free from all forms of prohibition and haram under sharia, such as those containing elements of *gharar* and *riba*.

That fatwa of permissibility seems to provide room for people to perform Hajj with debt, thereby changing their *mindset*, in fact, the DSN-MUI fatwa also provides a limitation (*qayyid*) that it is more intended for practice in LKS for borrowers who are able and must repay their financing first before performing the pilgrimage, so that the meaning and criteria of *istitha'ah* are realized.

Even if there are objections to this fatwa by citing a number of hadiths or general principles of sharia that prohibit people from performing the hajj with debt, differences of opinion and *ikhtilaf* are inevitable in *fiqh* and *fatwas*. Especially in matters of muamalat between fellow human beings, in determining the law, the principles of *sadd hajat al-nas* (fulfilling human needs), *tahshil mashlahat* (realizing benefits), *lit taysir* (providing convenience) and avoiding harm (*dar' al-mafsadah*) must be prioritized. Similarly, the reasoning and logic used by the DSN-MUI in permitting the sale and purchase of gold on installment as non-usurious is based on the fact that the sale and purchase or exchange of gold (*mu'awadhah*) becomes a usurious transaction when gold functions as a means of exchange. while in the present day, gold is more likely to be used as a commodity for jewelry, hence the sale and purchase of gold on installment (*cilem*) is permissible and not considered usury.

CONCLUSION

This article successfully analyzed the legal construction and arguments underlying the DSN-MUI fatwa permitting Hajj financing through debt and financing schemes, confirming that this permissibility is fundamentally rooted in the established principles of *fiqh muamalat*. The DSN-MUI based its ruling on the central tenet that all matters of *muamalah* are inherently "permissible" (*ibāhah*) unless explicitly prohibited by clear scriptural evidence. Crucially, the fatwa utilizes the systematic approach of *al-taysir al-manhajiy* (methodological facilitation) to achieve public benefit (*maslahah*) and provide convenience (*lit taysir*) for Muslims seeking to perform Hajj, while simultaneously ensuring the avoidance of harm (*dar' al-mafsadah*). This framework demonstrates the fatwa's adaptive nature, allowing it to respond to modern economic challenges—such as long waiting lists and the need for immediate initial deposits—while adhering strictly to *sharia* guidelines, particularly by maintaining limitations (*qayyid*) that prohibit elements of *gharar* (excessive uncertainty) and *riba* (usury).

However, the analysis also highlighted that this fatwa is not an endorsement of *hajj* for the financially incapable. The DSN-MUI's permissibility is conditioned by the requirement that borrowers must be capable (*istitha'ah*) and must fully repay their financing before commencing the pilgrimage, thereby realizing the true essence of financial capability. The DSN-MUI's legal reasoning emphasizes prioritizing the fulfillment of human needs (*sadd hajat al-nas*) and

realizing benefits (*tahshil mashlahat*) in transactional matters. In conclusion, the DSN-MUI's fatwa on Hajj financing is a calculated legal outcome that balances the pragmatic needs of the community with core *sharia* principles. It serves as an important example of how Islamic legal reasoning can leverage the principles of *ibāhah* and *taysir* to adapt to contemporary social and economic realities without compromising the spiritual and financial integrity required for performing the Hajj pilgrimage.

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