

The Urgency of Written Evidence in Debt Transactions in the Perspective of Islamic Law

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Abstract:

Written evidence in debt transactions is increasingly needed in current credit activities to avoid various kinds of risks that might occur during the activity process. This needs to be studied in the perspective of Islamic law to find out the essence of the urgency of having written evidence in the view of Islam, either based on the verses of the Qur'an or with the opinion of the scholars on this matter. This research is a qualitative descriptive research and is a library research using primary and secondary data sources by examining various Islamic literature that talks about these matters, both classical and contemporary references. The results of this study are first, that debt is something that is not prohibited in Islamic religious teachings, but in practice it must be in accordance with Islamic law so that it does not eliminate the elements of mutual help and compassion in it. Second, the Qur'an explains that the existence of written evidence in debt transactions is something very important, so that the Qur'an provides rules for this and provides certain conditions for someone who makes such written evidence. In addition, to strengthen the position of written evidence, the Qur'an

recommends having witnesses in a debt transaction. Islamic scholars have various opinions on the written evidence law. Some scholars say that it is not obligatory and some scholars say it is obligatory. The main purpose of such written evidence is to avoid any misunderstandings that may occur between the parties conducting these debt transactions at a later date regarding these debt transactions.

Bukti tertulis dalam transaksi utang-piutang semakin dibutuhkan dalam kegiatan utang-piutang saat ini untuk menghindari berbagai macam resiko yang mungkin akan terjadi selama proses kegiatan tersebut berlangsung. Hal ini perlu dikaji dalam perspektif hukum Islam untuk mengetahui hakikat urgensi adanya bukti tertulis tersebut dalam pandangan agama Islam, baik berdasarkan ayat-ayat al-Qur'an ataupun dengan pendapat para ulama terhadap hal tersebut. Penelitian ini merupakan penelitian deskriptif kualitatif dan merupakan penelitian pustaka (library research) dengan menggunakan sumber data primer dan sekunder dengan meneliti berbagai literature Islam yang berbicara mengenai hal-hal tersebut, baik referensi yang bersifat klasik maupun yang bersifat kontemporer. Hasil dari penelitian ini yaitu Pertama, bahwa utang-piutang merupakan sesuatu yang tidak dilarang dalam ajaran agama Islam, namun dalam pelaksanaannya harus sesuai dengan syariat Islam sehingga tidak menghilangkan unsur saling tolong menolong dan belas kasih didalamnya. Kedua, al-Qur'an menjelaskan adanya bukti tertulis dalam transaksi utang-piutang merupakan suatu yang sangat penting, sehingga al-Qur'an memberikan aturan terhadap hal tersebut dan memberikan syarat-syarat tertentu terhadap seseorang yang membuat bukti tertulis tersebut. Selain itu, untuk memperkuat kedudukan bukti tertulis tersebut, al-Qur'an menganjurkan adanya saksi dalam sebuah transaksi utang piutang. Ulama Islam mempunyai berbagai pendapat terhadap hukum bukti tertulis tersebut. Sebagian ulama menghukumi hal tersebut tidak wajib dan sebagian ulama hal tersebut bersifat wajib. Tujuan utama bukti tertulis tersebut untuk menghindari adanya kesalahpahaman yang mungkin terjadi di antara pihak-pihak yang melakukan transaksi utang-piutang tersebut di kemudian hari terhadap transaksi utang-piutang tersebut.

Key words: *Written Evidence; Debts; Islamic Law.*

Introduction

The religion of Islam regulates the relationship *mu'amalah*, which is an activity of human relations with one another in everyday life, with very good arrangements. Therefore, Islamic religious rules can be said to be the most complete law in regulating the activities of its followers. The *mu'amalah* sector that

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is regulated also concerns the issue of accounts payable which is regulated in the Islamic religion with very good arrangements.¹

The existence of various kinds of regulations in Islam has various kinds of purposes. One of these regulations is to protect property and ownership, so that a person is not allowed to carry out activities against the law or damage other people's property in a way that is not justified by *syara'*.²

Debt-receivable activities are unavoidable in today's life, especially in the changing times that demand that all needs be met in an instant, so debt is one of the alternative paths chosen by most humans to be able to meet these needs.³ Based on this, the phenomenon of accounts payable with various models and forms is increasingly prevalent today.

In Islam, the activity of debt is an act that contains elements of mutual help.⁴ However, on the other hand, debt-receivable activities can also cause difficulties for one or both parties involved in transactions due to misunderstandings, so that the element of mutual assistance turns into an element of hostility.⁵

In this modern era, debt-receivable activities are often seen as a way to increase capital in developing a business.⁶ This phenomenon can be seen from the many entrepreneurs who are eyeing financial institutions that provide money lending services to obtain additional business capital rather than using their personal assets in developing their business.⁷

As another example of current debt-receivable activities, namely the existence of credit cards from various banks to make it easier for their customers to borrow money at the bank.⁸ What's more, banks usually cooperate with certain

¹Dede Andriana, "Konsep Utang dalam Syariat Islam", *Jurnal Al-Fatih Global Mulya*, Vol. 2, No. 2, 2020, p. 52.

² Muhajirin, "Al-Gharamah Al-Maliyah: Studi Kasus Penerapan Denda Pada Kasus Penundaan Pembayaran Akad Utang Piutang", *Almashlahah: Jurnal Hukum Islam dan Pranata Sosial Islam*, Vol. 7, No. 2, 2019, p. 236.

³ Isnaini Mas'ulah, "Legalitas Pinjaman Online dalam Perspektif Hukum Islam", *Jurnal Hukum Ekonomi Islam (JHEI)*, Vol. 5, No. 2, 2021, p. 130.

⁴ Moh. Agus Nugraha, "Esensi Hutang dalam Keuangan Rumah Tangga yang Islami", *Al-Intaj: Jurna Ekomomi dan Perbankan Syariah*, Vol. 5, No. 1, 2019, p. 31.

⁵ Moh. Agus Nugraha, "Esensi Hutang dalam Keuangan Rumah Tangga yang Islami, p. 31.

⁶ Mukhtar Samad, *Etika Bisnis Syariah: Berbisnis Sesuai dengan Moral Islam* (Cet. 1; Yogyakarta: Sunrise, 2016), h. 66.

⁷ Wilchan Robain dan Abdul Rahman, "Strategi Perusahaan Memperluas Usahanya, Bolehkah Dengan Berhutang?", *Jurnal Abdi Ilmu*, Vol. 14, No. 1, 221, p. 169.

⁸ Muhammad Nurazka, "Fenomena Kartu Kredit dalam Tinjauan Hadis", *Living Islam: Journal of Islamic Discourses*, Vol.4, No. 1, 2021, p. 43.

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companies that have a high level of product consumption for consumers, so that consumers can easily buy these goods, even if they borrow from the bank first.

More than that, in this modern era, the phenomenon of indebtedness, or debt-receivable transactions is seen more from an economic point of view than from a moral point of view or mutual help.⁹ The main motive in this activity is usually to develop a particular business, so that debts in this form usually have a large nominal amount of money.¹⁰

Therefore, in Islam, there are rules governing debt transactions that must be carried out in a good way, one of which is by having transaction evidence to avoid disputes from both parties later after the debt transaction occurs. .¹¹ In addition, these rules need to be considered because traders and entrepreneurs often experience losses due to a lack of attention to recording the debt transactions they have made.¹² This rule is alluded to in Islam, as well as in the Koran which is the main basis of Islamic teachings.

Based on this explanation, the author will examine the importance of written evidence in debt transactions and the conditions that must be met so that written evidence has a strong position. All of these things will be examined from the point of view of Islamic law by taking the main source from the verses of the Qur'an and complemented by various opinions of fiqh scholars on this matter.

The goal to be achieved in this paper is to provide understanding to the public, especially Muslims regarding the importance of written evidence in debt transactions and motivate them to practice it when conducting debt transactions.

Method

This research is a qualitative descriptive research and is a type of literature research (*library research*). This research uses two data sources, namely primary sources and secondary sources. The primary source in this research is the Koran, especially the verses of the Koran which talk about written evidence in debt transactions. While secondary sources in this research are various references that support the discussions discussed in this study, both in the form of books, books, journals, and other written documents.

⁹Tarmiden Sitorus, *Pasar Obligasi Indonesia: Teori dan Praktik* (Cet; II, Depok: Raja Grafindo Persada, 2015), p. 3.

¹⁰Tarmiden Sitorus, *Pasar Obligasi Indonesia: Teori dan Praktik*, p. 3.

¹¹Agus Rijal, *Utang Halal Utang Haram: Panduan Berutang dan Sekelumit Pemasalahan dalam Syariat Islam* (Cet. I; Jakarta: Grammedia Pustaka Utama, 2013), p. 103.

¹²Achmad Fahrudin, "Hukum Pencatatan Hutang Piutang dalam Perspektif Fiqh Muamalah", *At-Tawazun: Jurnal Ilmu Syariah dan Ekonomi Islam*, Vol.9, No. 1, 2021, p.12.

The approach used in this study is a normative theological approach by viewing the verses of the Koran as revelations from God that have absolute truth values. Besides that, it also uses the interpretation approach to analyze verses of the Koran that relate to written evidence in debt transactions.

Data collection techniques in this study were carried out by searching for materials related to this discussion from written sources, such as books, books, and other written documents. After that, the materials were sorted and processed using content analysis techniques to determine the appropriate materials to be used in this study.

Discussion

Debt Law in Islam

Islamic law, mostly studied in the real *mu'amalah*, this is also included in the problem of debts. Debt in the study of jurisprudence is an effort to provide loans to other people in the form of something that can be used by the person who is given the loan, according to his needs on condition that the borrower returns the compensation.¹³

The debt-receivable activity is an agreement in which there are reciprocal rights and obligations between creditors and debtors. This means that the creditor lends money to the debtor and the debtor is obliged to return something borrowed with a pre-agreed time limit and with a pre-agreed payment method.¹⁴

Liability activities are generally carried out by the community in the form of lending to other people. Therefore, someone who gives a loan to another person can be called the creditor, as well as someone who is given a loan can be called the debtor.¹⁵

In the realm of fiqh, debt is called by the term *qardh* which is taken from Arabic which means cutting. It is called that because debt seems to cut off a portion of the assets owned to be given to others. The person who gives the debt is called

¹³Ahmad Hendra Rafi'ullah, "Pandangan Hukum Islam Terhadap Akad dan Praktik Qard (Hutang Piutang)", *Jurnal Esa: Jurnal Kajian Ekonomi Syariah*, Vol 3, No. 1, 2021, p. 36.

¹⁴Hari Sutra Disemadi dan Mawarni, "Perlindungan Perseroan Terbatas Atas Sengketa Utang-Piutang dengan Distributor Tanpa Perjanjian Kerjasama", *Jurnal Pendidikan Kewarganegaraan Undiska*, Vol. 9, No. 3, 2021, p. 583.

¹⁵Ahmad Hendra Rafi'ullah, "Pandangan Hukum Islam Terhadap Akad dan Praktik Qard (Hutang Piutang)", *Jurnal Esa: Jurnal Kajian Ekonomi Syariah*, Vol 3, No. 1, 2021, p. 36.

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the term *muqridh*. While the person who receives the debt is called *mustaridh*. While the money or goods returned in order to pay the debt is called *iwadh*.¹⁶

In Indonesian, *qardh* commonly referred to as borrowing money. Meanwhile, in Arabic, other terms are also known in lending and borrowing activities, namely the term '*ariyah*' which in Indonesian is defined as borrowing. term differences '*ariyah*' it with *qardh*, namely in lending and borrowing activities with terms '*ariyah*' the goods lent are usually not in the form of money, but in the form of goods that can be utilized or used without reducing the substance of the goods.¹⁷

In the view of Islam, debt-receivable activities are something that is permissible based on three sources of Islamic law, namely the Koran, hadith, and *ijma'* scholars. The basis of the Qur'an for the permissibility of debts, one of which is in QS. Al-Baqarah/2:245 which reads:

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضِعَّهُ لَهُ أَضْعَافًا كَثِيرَةً وَاللَّهُ يَقْبِضُ وَيَبْصُطُ وَإِلَيْهِ تُرْجَعُونَ

Translated:

Whoever lends to God with a good loan, God will multiply it in return. God withholds and provides sustenance and to Him you will be returned.¹⁸

In this verse Allah swt. explains the parable of people who do good deeds and spend in the way of Allah swt. with people who give loans (debt) their property to Allah swt. Meanwhile, the reward given for this kindness is likened to the change that is multiplied by Allah swt. with very many folds. Based on this explanation, it can be drawn the common thread that good deeds and lending (*qardh*) has a side in common, namely both in terms of goodness.¹⁹

The basis of ability about debts in the hadith, one of which is the hadith narrated by Ibn Masud which is found in the book Sunan Ibnu Majah. The sound of the hadith is as follows:

عن ابن مسعود أن النبي صلى الله عليه و سلم قال ما من مسلم يقرض مسلماً قرضاً مرتين إلا كان كصدقتهما مرة²⁰

¹⁶Pudjiharjo dan Nur Faizin Muhith, *Fikih Muaamalah Ekonomi Syariah* (Malang: UB Press, 2019), p. 75.

¹⁷Pudjiharjo dan Nur Faizin Muhith, *Fikih Muaamalah Ekonomi Syariah*, p. 75.

¹⁸Kementerian Agama RI, *Al-Qur'an dan Terjemahnya* (Jakarta: Kementerian Agama RI, 2019), p. 51.

¹⁹Pudjiharjo dan Nur Faizin Muhith, *Fikih Muaamalah Ekonomi Syariah*, p. 76.

²⁰Abi Abdillah Muhammad ibn Yazid Al-Qashwini, *Sunan Ibnu Majah* (Beirut: Dar Al-Fikr, 2000), p. 812.

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It means:

From Ibn Mas'ud, verily the Prophet, peace be upon him. said "There is no Muslim who lends to another Muslim twice, unless the second has the value of charity."

In addition, there is also another hadith that explains the reward of giving a debt is greater than the reward of charity. The sound of the hadith is as follows:

عن أنس بن مالك قال قال رسول الله ﷺ رأيت ليلة أسري بي على باب الجنة مكتوبا الصدقة بعشر أمثالها والقرض بثمانية عشر فقلت يا جبريل ما بال القرض أفضل من الصدقة قال لأن السائل يسأل و عنده والمستقرض لا يستقرض إلا من حاجة²¹.

It means:

From Anas ibn Malik, the Messenger of God. said "I saw at night when I was sent to heaven, on the gate of heaven it was written that alms was returned tenfold and qard eighteen times. I asked "O Jibril, why is qard more important than charity?" Jibril answered "Because the beggar asks for something even though he has it, while the debtor will not owe unless there is a need".

Based on this hadith, it can be understood that debt-receivable activities are something that is permissible in Islam, even in certain situations giving debt to other people has a greater reward than charity because there is an element of helping someone who is in trouble through something that is lent.

The basis of the ijma 'ulama regarding debt law is that all scholars agree that debt-receivable activities are permissible contracts. For someone who gives a loan, according to fiqh law, this is a recommended good deed (*mandub*). Someone who gives debt, means to have helped relieve the difficulties of his brother or someone else. In fact, in some schools of jurisprudence, giving debt is more important than giving charity.²²

For debtors who need the loan, the law of debt is *licitor* may, especially for those who have high hopes of being able to pay their debts on time, according to the agreed time. But for those who are in debt who are worried about not being able to repay their debts, then it is best to avoid it so as not to cause it *harm*, both for the party who owes and the party who gives debt.²³

²¹Abi Abdillah Muhammad ibn Yazid Al-Qashwini, *Sunan Ibnu Majah*, p. 812.

²²Pudjiharjo dan Nur Faizin Muhith, *Fikih Muaamalah Ekonomi Syariah*, p, 77.

²³Pudjiharjo dan Nur Faizin Muhith, *Fikih Muaamalah Ekonomi Syariah*, p, 77.

Islam also teaches ethics when carrying out debts between human beings, these ethics include:

1. Keep the promise

If someone has been bound by an agreement in debt activities for a certain period of time, then the agreement must be fulfilled and both parties involved in the debt transaction are obliged to carry out everything contained in the agreement.²⁴

2. Accelerate debt payment

People who are burdened with debt must try to settle their debts thoroughly. If he experiences hardship and finds it difficult to pay his debt, then it is a priority when he continues to be diligent in his efforts to pay his debt.²⁵

3. Do not delay in debt payment

The act of delaying the payment of a debt, even though the person concerned is able to pay the debt is an act that is not commendable. It can even be considered as a hypocrite because it contains elements of broken promises.²⁶

4. Be generous when paying debts

One noble attitude is to be generous in paying debts. This attitude is the opposite of delaying paying debts, making things difficult, and withholding the rights of others.²⁷

5. Please help and facilitate

The attitude of helping and helping other people's difficulties is a commendable character. This can be done by the debtor by keeping his promise in the transaction and the party giving the debt by providing payment concessions from a predetermined time limit.

Written Evidence in Accounts Receivable Transactions from the Perspective of the Qur'an

Transactions of accounts receivable in large amounts or with a high risk, in general, written evidence is made. The written evidence is intended as evidence in the event of a misunderstanding between the two parties, namely the debtor and

²⁴Krisnadi Nasution, *Urgensi Kewenangan Pengadilan Agama Mengadili Kepailitan Syariah* (Surabaya: Jakad Media Publishing, 2022), p. 50.

²⁵Krisnadi Nasution, *Urgensi Kewenangan Pengadilan Agama Mengadili Kepailitan...* p. 51.

²⁶Krisnadi Nasution, *Urgensi Kewenangan Pengadilan Agama Mengadili Kepailitan...* p.51.

²⁷Krisnadi Nasution, *Urgensi Kewenangan Pengadilan Agama Mengadili Kepailitan...* p.51.

the debtor at a later date. With this written evidence, it will be able to prove the truth of the misunderstanding of the debt transactions that occurred.²⁸

In addition, with written evidence, if one or both of the two parties pass away, the heirs can find out that there was a debt transaction that was carried out by the party concerned before he died, so that the heirs can continue the provisions stipulated. included in the debt transaction.²⁹

Written evidence in debt transactions is also alluded to in the Qur'an. It aims to maintain *mu'amalah*, especially the problem of debt transactions so that the elements of goodness can be maintained in it. Therefore, things that function to overcome misunderstandings in debt transactions, especially regarding written evidence are explained in the Qur'an. The verse that explains this is in QS. al-Baqarah/2: 282.

This verse is the longest verse in the Qur'an which is also known as the verse *dain*, *mudayanah*, or verse *gardh*. The verse provides guidance for recording various forms of debt transactions.³⁰ The sentence sounds as follows:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ وَلَا يَأْب كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسْ مِنْهُ شَيْئًا فَإِن كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمْلَ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ وَأَسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رَجَالِكُمْ فَإِن لَّمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّن تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَن تَضِلَّ إِحْدَاهُمَا فَتُذَكَّرَ إِحْدَاهُمَا الْأُخْرَىٰ وَلَا يَأْب الشُّهَدَاءُ إِذَا مَا دُعُوا وَلَا تَسْمُوا أَن تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا إِلَّا أَن تَكُونَ تِجْرَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ وَإِن تَفْعَلُوا فَإِنَّهُ فُسُوقٌ بِكُمْ وَاتَّقُوا اللَّهَ وَيُعَلِّمُكُمُ اللَّهُ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

Translated:

²⁸Gatot Supramono, *Perjanjian Utang Piutang* (Jakarta: Kencana, 2013, p. 17-18.

²⁹Muhammad Imron, "Perubahan Nilai Tukar Mata Uang dan Pengaruhnya Terhadap Sistem Pengembalian Hutang (Studi Toko Lancar Jaya dan Kelompok Tani Jaya, *Iltizam: Journal of Economic Sharia Law and Bussiness Studies*, No. 1, Vol. 1, 2021, p. 77.

³⁰Abolfazl Amani Metarlo, dkk, The Nature and Effect Of Deadline on Debt in Islamic Shi'ite Jurisprudence, *Journal of Critical Review*, Vol. 7, No. 1, 2020. p.982

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O you who believe! When you do debts for a specified time, you should write them down. And let a writer among you write it correctly. The writer should not refuse to write it as God has taught him, so he should write it. And let the debtor dictate, and let him fear God, his Lord, and let him not detract even from it. If the person who owes is a person who lacks intelligence or is weak (in condition), or is unable to dictate on his own, then his guardian should dictate to him correctly. And testify with two male witnesses from among you. If there are not (witnesses) two males, then one male and two females from among those whom you like from among the (existing) witnesses may be present, so that if one forgets, then the other reminds him. And the witnesses should not refuse when called. And don't get tired of writing it down, for both small and large time limits. That is fairer in the eyes of God, can strengthen the testimony, and brings you closer to having no doubt, unless it is a cash transaction that you conduct among yourselves, then there is no sin for you if you do not write it down. And take a witness when you buy and sell, and don't let the writer be confused and neither should the witness. If you do (that), then indeed it is an impiety for you. And fear God, God teaches you, and God knows all things.³¹

The verse is the longest verse in the Qur'an and scholars call it a verse *hope* (verse about debts). This verse talks about recommendations, or some scholars interpret it as an obligation to write debts and present them before a trusted third party (notary), with an emphasis on writing down debt transactions, even if in small amounts, accompanied by the amount owed and provisions. payment time.³²

The verse contains an indication, that Allah SWT. After explaining the verses about *infaq* and its rewards, as well as about usury and the dangers and sins contained in the act of usury, then it is explained about the activities of giving good debts and without any elements of usury. This verse provides guidance on the debt issue, as well as explaining the procedures for good debt transactions to avoid misunderstandings between the debtor and the party giving the debt in the future. So that the elements of helping each other and loving each other are maintained in these debt transactions.³³

With regard to this verse, M. Quraish Sihab interprets that the beginning of the verse implies the existence of a debt transaction, namely in the sentence *تَدَايَيْنْتُمْ* taken from the word *دَيْنٌ*. Say *تَدَايَيْنْتُمْ* is interpreted as *mu'amalah*. Say *دَيْنٌ* itself has many meanings, but the meaning of each word which is compiled by the letters that

³¹Kementerian Agama RI, *Al-Qur'an dan Terjemahnya*, p. 60-61.

³²M. Quraish Shihab, *Tafsir Al-Misbah: Pesan, Kesan, dan Keserasian Al-Qur'an* (Cet. V; Jakarta: Lentera Hati, 2005), p. 603.

³³Wahbah Al-Zuhaili, *Tafsir Al-Munir fi Aqidah wa Syari'ah wa Manhaj*, Terj. Abdul Hayyie Al-Kattani, dkk, *Tafsir Al-Munir Volume II: Aqidah, Shari'ah and Manhaj* (Depok: Human Echo, 2021), p. 137.

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make up the word always shows the relationship between two parties, one of which has a higher position than the other. *Mu'amalah* referred to in the paragraph is *mu'amalah* which is not done in cash or by means of debts.³⁴

Wahbah Zuhaili gives an interpretation of the verse that what is meant by *دَيْنٌ* in this verse, namely assets that are still in custody and have not been handed over to the party entitled to the said assets. In this case *دَيْنٌ* includes buying and selling goods that are not cash up to a certain time limit, buying and selling greetings or debt-receivable activities. Sentence *إِلَىٰ أَجَلٍ مُّسَمًّى*, according to him, shows that the transaction has a certain time limit agreed by both parties.³⁵

According to M. Quraish Shihab, the verse provides advice on the existence of written evidence in debt transactions to provide peace and security to both parties, namely the debtor and the party giving the debt for the payment of the debt in the future.³⁶ With this, security guarantees regarding transactions between the two parties in these debt transactions can be guaranteed.

An order to make written evidence of debt transactions can cover both parties conducting debt transactions, in the sense that one of the two parties writes written evidence and submits it to the partner, if the partner is proficient in reading and writing. However, if one of the parties does not have a qualified ability in terms of making written evidence, then he should seek a third person to help make or clarify the form of written evidence in the debt-receivable transaction.³⁷

Wahbah Zulaihi also explained that the writer who writes evidence in a debt-receivable transaction must not be careless and negligent in writing evidence, nor should he refuse to write the evidence if the writer really has the capacity to make written evidence in accounts receivable transactions and understand the intricacies of written evidence regarding accounts receivable transactions. This is conveyed in the verse through the sentence *وَلَا يَأْبُ كَاتِبٌ أَنْ يَكْتُبَ*.³⁸

In this paragraph it is also emphasized that the party who makes written evidence in the debt transaction must write it fairly. Namely writing it correctly, not violating the legal provisions set by Allah swt. and do not violate the laws that apply in society. In addition, it should not be detrimental to either party think about it, in the sense of being involved in the debt transaction.³⁹

M. Quraish Shihab provides three criteria of conditions that must be met so that someone is eligible to make written evidence in debt transactions based on QS.

³⁴M. Quraish Shihab, *Tafsir Al-Misbah: Pesan, Kesan, dan Keserasian Al-Qur'an*, p. 603.

³⁵Wahbah Al-Zuhaili, *Tafsir Al-Munir fi Aqidah wa Syari'ah wa Manhaj*, p. 135.

³⁶M. Quraish Shihab, *Tafsir Al-Misbah: Pesan, Kesan, dan Keserasian Al-Qur'an*, p. 603.

³⁷M. Quraish Shihab, *Interpretation of Al-Misbah: Message, Impression, and Harmony...* p. 64.

³⁸Wahbah Al-Zuhaili, *Tafsir Al-Munir fi Aqidah wa Syari'ah wa Manhaj*, p. 136.

³⁹M. Quraish Shihab, *Interpretation of Al-Misbah: Message, Impression, and Harmony...* p. 604.

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al-Baqarah/2:282, namely the ability to write, knowledge of the rules and procedures for making written evidence relating to debt transactions, and honesty.⁴⁰

Wahbah Zuhaili gives an interpretation of that sentence *فَاكْتُبُوهُ* on QS. al-Baqarah/2: 282 is a form of suggestion to strengthen activities *mu'amalah* which are not made in cash. Writing written evidence must be correct and honest without harming either party, adding or subtracting, whether it relates to the amount of payment or the agreed time limit before the written evidence is written.⁴¹

On sentence *الَّذِي عَلَيْهِ الْحَقُّ*, Wahbah Zuhaili explains that the meaning is something that is a responsibility, so what is meant in this case is *al-madin* (the party bearing the debt or the party owed). Therefore, *al-madin* must explain really to the person who wrote the evidence, so that he can clearly know the things that he is responsible for in the transactions of the debts.⁴²

The silver lining for involving a third person in order to produce written evidence of these debt transactions is to avoid irregularities and to be careful in these transactions. Therefore, the third person may not be inclined to one of the parties involved in the debt transaction, may not add or subtract in writing the written evidence.⁴³

In the process of making written evidence of debt transactions based on this paragraph, it is the person who is in debt who is advised to dictate the author regarding the acknowledgment of the debt, terms and time limit. This is because the debtor is willing to bind himself to the terms contained in the debt transaction, so that the recognition of his debt is stronger and more precise.⁴⁴

The verse also pays attention to the psychological or physical condition of the debtor by providing certain rules if the debtor has problems, both psychologically and physically, so that debt transactions can be protected from misunderstandings in the future.⁴⁵

This attention can be seen in the delivery in the paragraph regarding the condition of the debtor. That is, if the debtor is a wasteful person and is unable to manage his affairs, or is weak because he is still small, or has a weak mind, or is unable to dictate his debt to the person who wrote the debt, either because he is stupid or has a sore tongue, or for other reasons that prevents him from dictating the debt, it is highly recommended that the person appoints a guardian in this

⁴⁰M. Quraish Shihab, *Interpretation of Al-Misbah: Message, Impression, and Harmony...* p. 604.

⁴¹Wahbah Al-Zuhaili, *Tafsir Al-Munir fi Aqidah wa Syari'ah wa Manhaj*, p. 135.

⁴²Wahbah Al-Zuhaili, *Tafsir Al-Munir fi Aqidah wa Syari'ah wa Manhaj*, p. 136.

⁴³Muhammad Abd Al-Athi Buhairi, *Nidaat Al-Rahman li Alh Al-Iman*, Translate Abdurrahman Kasdi, *Tafsir Ayat-Ayat Ya Ayyuhaladzina Amanu* (Jakarta: Al-Kautsar Library, 2012), p. 147

⁴⁴Muhammad Abd Al-Athi Buhairi, *Nidaat Al-Rahman li Alh Al-Iman*, p. 148.

⁴⁵Muhammad Abd Al-Athi Buhairi, *Nidaat Al-Rahman li Alh Al-Iman*, p. 148.

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matter, in order to dictate it with the party who makes written evidence in the debt transaction and takes care of everything related to it.⁴⁶

Apart from that, it is also recommended to hold witnesses in debt transactions in addition to the existence of written evidence, with the aim of strengthening the existence of a debt transaction. Witnesses taken in this case must be fair witnesses. The witnesses must consist of two men or if there is only one male, two women can be substituted for the other men. The purpose of having more than one witness is to remind each other if at a later date one of the witnesses forgets the details that he witnessed in the debt transaction.⁴⁷

Debt-receivable transactions should have written evidence made and supported by witnesses, so that the two parties involved in the transaction can remind each other and carry out the terms they have agreed on in the transaction.⁴⁸

Based on this information, a conclusion can be drawn that the position of written evidence in debt transactions is very important to avoid misunderstandings, so that the Qur'an also suggests having witnesses in debt transaction activities to strengthen written evidence or to deal with if the written evidence is damaged or lost. With these rules, debt transactions will be safe and will not harm both parties, namely the party giving the debt and the debtor, so that the element of mutual assistance in Islam can be maintained properly.

Written Evidence in Accounts Receivable Transactions from the Perspective of Islamic Scholars

One of the objectives of written evidence made in debt-receivable activities is to avoid the risk of loss experienced by both parties who are indebted, whether the parties are in the form of a certain corporate organization or in the form of individuals, namely between one person and another, so that the rules what they have to comply with in the activity becomes clear.⁴⁹

Islamic scholars have various views on the creation of written evidence found in debt-receivable activities. Imam al-Razi gave an understanding that the recording of the debts is something that is recommended and not a mandatory thing in the activities of debts. His opinion is also supported by the opinion of

⁴⁶Muhammad Abd Al-Athi Buhairi, *Nidaat Al-Rahman li Alh Al-Iman*, p. 148.

⁴⁷Wahbah Al-Zuhaili, *Tafsir Al-Munir fi Aqidah wa Syari'ah wa Manhaj*, p. 136.

⁴⁸M. Hambali, "Status Perjanjian Hutang-Piutang yang Dilakukan Oleh Rentenir Sebagai Kreditur Ditinjau dari Fiqh Muamalah (Studi Kasus Pada Putusan Nomor 202/Pdt. G/2020/PN Mlg)", *Shar-E: Jurnal Kajian Ekomomi Hukum Syariah*, Vol. 7, No. 2, 2021, p. 107.

⁴⁹Razali Haron, "Corporate Financing Behaviour of Shariah Compliant E50 SMEs A Panel Data Approach of GMM" *International Journal of Islamic Bussiness Ethic (IJBE)*, Flight. 1. No. 1, 2019, p. 75.

Hasan al-Bashri, Imam Sya'bi, Imam Hikam, and Ibnu 'Uyainah which he makes a reference in his view on the matter.⁵⁰

The group of scholars who do not require the creation of written evidence in debt-receivable transactions is quite numerous. In fact, this opinion is held by the majority of scholars among the Hanafiyah, Malikiyyah, Shafi'iyah, and Hanabilah. These scholars generally take the basis of Imam Al-Razi's opinion on the position of obligation in this regard.⁵¹

Be found also scholars who require the recording of debts. According to the sect *Zahiri* recording of debts in the context of Islamic law is mandatory among the clergy *Zahiri* which is quite popular for example Ibn Ḥazm. He stated that the evidence was written in debt receivables must exist. He said, if the debt is deferred, it is obligatory for both to write it down and to seek two or more persons as witness.⁵²

Based on the various opinions of scholars regarding the position of the existence of written evidence in debt transactions in the view of Islamic law which results in various views with the existence of a law that is not obligatory and mandatory for the existence of records in debt and credit transaction activities, it can be concluded that the existence of such written evidence is a very important part of the debt-receivable process. This is to maintain the existence of benefits in the transaction and avoid any harm in the activities of the transaction.

Conclusion

Islam commands to make written evidence in debt transactions and provides several conditions for parties who will write written evidence, namely fairness and transparency, in order to avoid misunderstandings in the transaction. In addition, to strengthen and overcome if the written evidence is damaged or lost, witnesses are ordered in the transaction of the debts.

Islamic scholars have several different views on whether or not the law is obligatory to make written evidence in the activities of these debts. There are scholars who argue that this is only a suggestion that does not reach the mandatory level, but there are also scholars who say it is mandatory to avoid any disagreements that might occur in the future.

⁵⁰Ibnu Al-Alamah Dhiya' Al-Din Umar Muhammad Ar-Rozi , *Tafsir Al-Kabir au Mafatih Al-Gaib*, (Lebanon: DarulFikr, 1981). Section. 7, p. 176.

⁵¹Ahmad Tholabi Kharlie, "Administration of Marriage in the Modern Islamic World", *Bimas Journal Islam*, Volume IX, No. 2, 2019, p. 264.

⁵²Ibn Ḥazm al-Andalusi, *Al-MuḥAllah bi al-AṣWith*. Facingḥqīq: 'Abd al-Ghaffār Sulaimān a-Busnadārī (Beirut: Dār al-Kutb al-'Ulumiyyah, 2003), Section 6, p. 351.

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Recording of written evidence in these debt transactions has the main objective of maintaining the security of assets and ownership between the parties involved in the transaction activities. Likewise to protect the rights and obligations of the parties involved, so that things do not happen that make the parties feel wronged in the future.

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