

Ahkam Al Munir Tafsir of Online Debt

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ABSTRACT

Debt innovates by employing technology that allows it to be conducted online. As a result, the debt procedure switches from debt recording to debt witnesses. The Quran's discussion of internet debt, particularly Surah Al-Baqarah: Verse 282, is the most commonly studied verse in *muamalah* studies. To address the issue of online debt, the author employed a literature review method combined with a contextual approach based on Surah Al-Baqarah verse 282. The findings showed that the internet debt was classified as a valid transaction in Al Munir's commentary of Ahkam if the debt testimony is in accordance with Al-Baqarah verse 282.

Keywords: *online debt, Al Muni's interpretation, Al-Baqarah verse 282*

1. INTRODUCTION

Debt is a *muamalah* concern that cannot be separated from human interaction, requiring the use of witness and debt records [1]. Surah Al-Baqarah verse 282 mentions writing and testifying in debt. However, debt has been reinvented through the use of online-based technologies. In terms of records, the debt witness changed accordingly. The debt contract is *ta'awun* (helping each other) [2]. Many people will be in debt as a result of the ease with which they can go into debt, which is due to a lack of familiarity with technology or the debtor's inaccuracy in the debt process [3]. What does the Quran take on the online debt? As a result, the author intends to investigate this.

Previous studies on online debt include Mikhruzul Rachmat's "Review of Islamic Law on Online Debt (Study on *Uang Teman* Application on Jl. Pulau Damar No. 36, Way Dadi, Sukarame District, Bandar Lampung)" published in 2019. The author concludes that the practice of debt in the "Uang Teman" application is not in accordance with Islamic law because it contains elements of usury and can harm

customers if they are unable to pay due to the doxxing of personal identity.

The next research is "Review of Islamic Law on the Practice of Debt on Online Media (Study on the "Pinjam Yuk" Application)" written by Zainab Zalfa Asegaf in 2019. The author concludes that the debt practice in the "Pinjam Yuk" application is not in accordance with Islamic law because it contains elements of usury and it is unclear how much funds that must be paid. This research focuses on a Tafsir review of Ahkam Al Munir on online debt, which addresses the interpretation of Surah Al-Baqarah verse 282 in the book Tafsir Al Munir.

2. METHODOLOGY

In this research, the writer used the library research method. This study employed qualitative research with a contextual approach, based on the belief that the Quran's verses were revealed to solve specific problems in this research. This study used Al-Baqarah verse 282 to address the present of online debt issues. The library method was used in the data collection,

which involved taking and collecting data, taking notes, and processing the data correctly and significantly. Data collection techniques were carried out by identifying books, journals, articles, theses, web (internet) or other information related to this research. In this research, the author analyzed data related to online debt, which will be reviewed from *Tafsir Ahkam Al Munir Surah Al Baqarah* verse 282.

3. RESULT AND DISCUSSION

3.1 Online Debt

Online debt is a subtype of Financial Technology (Fintech), which is a type of technology-driven innovation in the financial services industry [14]. Fintech, according to Bank Indonesia (BI), is the use of technology in the financial system to create new products, services, technology, and/or business models that can affect monetary and financial stability, as well as the smoothness, security, and reliability of the payment system. FinTech is gaining traction in a number of nations, including Indonesia [5]. Indonesia is predicted to be one of Southeast Asia's largest digital economy markets by 2025. The growth of the middle income group, the demographic potential factor, which is primarily the productive age population [6], the population growth of technology users, their digital footprint, and the number of internet users are estimated to reach 200 million by 2020, all of which make the association of FinTech industry development in Indonesia more promising [7].

In the case of COVID-19, the government imposed restrictions, namely physical and social distancing policy (PSBB, PPKM, and emergency PPKM). These restrictions have an impact on the smooth operation of the family's economic income, resulting in economic inequality, [8] which could be the reason for the emergence of this online debt case.

In addition, there are parties involved in this circumstance who provide lending services (debt). [9] According to the OJK (Financial Services Authority), there was 106 registered peer-to-peer Fintech lending or Fintech lending providers as of October 6, 2021, with 98 having secured permits.

This indicates that the Indonesian people are very interested in conducting online debt transactions. Fintech lending service providers may provide quick

money distribution (mostly) without collateral, and the terms and processes are simplified because they can be completed remotely using a smartphone [10].

The pillars of *qardh* or debt, as well as the requirements of *qardh*, are *sighot* (agreement), *aqidain* (two parties who make a debt contract), and debt (loaned assets), which are assets that have their equivalent (*mitsli* assets), both of which can be weighed, measured, or calculated, and may not provide additional benefits (interest) or usury [11].

3.2 The Tafsir of Al-Munir Sur Al-Baqarah verse 282

According to the author's analysis, there are points related to debt explanations in Al-Baqarah verse 282 [12] including the definition of debt, debt maturity, writing a debt evidence, debt dictation, and debt witnesses.

3.2.1 Definition

In the commentary, the word *لَدَائِنْتُمْ* has the meaning of non-cash *muamalah*, which indicates payments that are not made on the day of the transaction, and *بِدَيْنٍ* is a word for emphasis because its essence is a description of all *muamalah* transactions. One party pays in cash, while the other pay on a term of payment. *Muamalah* covers buying and selling, orders, and debts [13] as the *asbabunnuzul* of this verse is that the Islamic scholars (*ulema*) agreed upon all *muamalah* debt transactions.

3.2.2 Debt Maturity

The sentence *إِلَىٰ أَجَلٍ مُّسَمًّى* means "for a specified time," and according to ibn Al Munzir, the word of Allah SWT explains not to make transactions for which the time of payment is unknown [14] as the authentic hadith states that when the Prophet migrated to Medina, the people of Medina made debt-related transactions for which the repayment period was two to three years, and then Rasulullah said to transact with a known scale, measure, and time.

3.2.3 Writing A debt Validation

The word of Allah SWT is: *فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ* "فَاكْتُبُوهُ وَلْيَكْتُبْ بَيْنَكُمْ" "Let the scribe maintain justice between the parties. The scribe should not refuse to write as Allah has taught them to write."

This means that the creditor must present evidence to the debtor in a fair, honest, and neutral manner without taking sides; that there is no cheating or deduction; and that the debtor is given a time period to pay in days, weeks, months, or even years, with a clear and certain due date. According to the *ulema*, it is not permissible to conduct a transaction with an unknown time frame, such as until harvest season. The evidence can be used to support the agreement's content if there is a dispute some day. Forcing on debt is also forbidden, particularly if the creditor pushes individuals (prospective debtors) to owe them, as this will result in the loss of freedom, honor, and sovereignty of Muslim countries [15].

3.2.4 Debt Dictation

The word of Allah is: *وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ*, "Let the debtor dictate" (what will be written)". The meaning of this verse is that the one who has the right to dictate is the debtor, and what he dictates becomes evidence against the creditor. Therefore, there is no reason to debate or deny. Problems that commonly arise are related to debtors' lack of condition, which includes intelligence, character, physical, blindness, and deafness, after which the debtor's guardian takes over to dictate the debt to the scribe, *فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ*, "let their guardian dictate for them with justice".

3.2.5 Debt Witnesses

Allah sends instructions in the form of a recommendation to be witnessed in debt negotiations, and there are two options: *وَأَسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ*, Call upon two of your men (among you) to witness, If two men cannot be found *فَرَجُلٍ وَامْرَأَتَانِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ*, you can call one man and two women of your choice. This is applicable to a blind person if the person believes what he or she hears.

3.3 Online Debt Overview

All activities carried out in online debt will be responded to and recorded by the system. This is an example of how technology may improve the efficiency of human transactions. Online debt can be accessed on the official website or using a smartphone application. The first step in getting into debt online is registering yourself by providing the data requested by the system, usually including personal information, a photo ID card, an account number, and a mobile phone number.

The system then asks you to verify that the information you entered is valid. After completing the form, the debtor will be directed to the money lending section, where he or she will fill in the nominal amount to be borrowed and the repayment period. The system then verifies the loan data during the allotted period. After the verification process is complete, the system will tell you that the funds have been transferred to the account or other specified medium.

There are numerous transaction flows that can be substituted with online systems when it comes to debt transaction records in Surah Al-Baqarah verse 282, such as maturity, debt dictation, and evidence of debt. The system will automatically record and enter the three activities into the database, and they can be examined as evidence if a problem occurs. On the other hand, the review of the online system debt witnesses cannot be substituted since it does not meet the requirements in Sura Al-Baqarah verse 282 because this system, meaning the parties that work for the online debt service company, cannot be classified as human. However, the debt transaction process of the parties who act as witnesses to the transaction is still unclear, and it is unknown whether or not these parties are honest and fair who obtain approval from the debtors.

4. CONCLUSION

Following a tafsir review of Surah Al-Baqarah verse 282 on online debt, it can be concluded that several debt transaction processes can be replaced online since the system will record and create a database of all transactions. The witness continues to fall short of the requirements of Surah Al-Baqarah verse 282.

AUTHOR'S CONTRIBUTIONS

The findings of this study suggest that the government evaluate the stages of online debt so that creditors and debtors do not have disagreements and do not feel disadvantaged.

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