

The Law of Loans in Meeting the Needs of Marriage from the Perspective of Islamic Fiqh

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Ahmad Zulkifli Affandi, Andi Satrianingsih, A. Asdar^{*)}

¹⁻³Universitas Muhammadiyah Makassar, Jl. Sultan Alauddin No.259, Makassar, Indonesia
90221

Abstract

Marriage in Islam as worship, follows the Sunnah of the Prophet. In modern society, high costs drive the demand for loans, to be considered according to the principles of Islamic jurisprudence. This research explores the law of lending for marriage needs in the perspective of Islamic jurisprudence, focusing on financial solutions for new couples. Qualitative research methods with data sources from libraries, online databases, official websites of religious organizations, and electronic journals. The results showed that in the perspective of Islamic jurisprudence, taking a loan for marriage is permissible on the condition of good faith, emergency, and the ability to pay off debts. The views of scholars vary, but the main principle is to maintain chastity and build an Islamic family by avoiding usury. The implementation of loan law emphasizes clear agreements and intentions, without interest or usury, as well as transparency of terms and conditions. Good intentions, halal fulfillment, ability to pay back, and fairness in transactions are key. Maintaining these principles ensures community involvement in lending that adheres to Islamic values, supports financial policies that are in accordance with Islamic ethics and morals, provides long-term benefits to Islamic families and communities. In conclusion, marriage loans in Islamic jurisprudence are permissible on condition of good faith, emergency, and ability to repay. Implementation requires agreement and clear intentions, no interest, upholding Islamic values, and ensuring long-term benefits for Islamic families and communities.

Keywords: Law, Loans, Marriage

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^{*)}Corresponding Author:

ahmadzulkifli@gmail.com

Introduction

In Islam, marriage is a noble and sacred sharia, meaning worship to Allah SWT, following the Sunnah of the Prophet Muhammad SAW and carried out on the basis of sincerity, responsibility, and following the provisions of the law that must be heeded.¹ In Law of the Republic of Indonesia Number 1 of 1974 concerning Marriage Chapter I article 1, marriage is a bond between a man and a woman as husband and wife with the aim of forming a happy and eternal family (household) based on the One ²Godhead. The purpose of marriage, as stated by Allah SWT in QS al-Rum/30: 21:

وَمِنْ آيَاتِهِ أَنْ خَلَقَ لَكُمْ مِنْ أَنْفُسِكُمْ أَزْوَاجًا لِتَسْكُنُوا
إِلَيْهَا وَجَعَلَ بَيْنَكُمْ مَوَدَّةً وَرَحْمَةً إِنَّ فِي ذَلِكَ لَآيَاتٍ
لِقَوْمٍ يَتَفَكَّرُونَ

Translation:

And among the signs of His power is that He has created for you a life mate of your own kind, so that you may be inclined and feel at peace with him and be made among you a sense of affection (mawaddah warahmah). Indeed, in such things it is a sign of His greatness for those who think.³

Mawaddah warahmah is a gift from Allah SWT given to humans,

¹Andi Satrianingsih, "Women's Law Rejects Reference In The Perspective Of Islamic Jurisprudence And The Compilation Of Islamic Law", *Journal of Family Law and Islamic Court* 1, no. 3 (2023): h.49.

²Government of Indonesia, *Law No. 1 of 1974 concerning Marriage*, Jakarta: LL State Secretariat No.5587, 1974)

³Ministry of Religious Affairs of the Republic of Indonesia, *Al-Qur'an and Its Translation* (Jakarta: Lajnah Pentashihan Mushaf Al-Qur'an, 2019), p. 585.

when humans get married. In *Tafsir al-Razi* several meanings of mawaddah warahmah are explained, including:

مَوَدَّةٌ بِالْمَجَامَعَةِ وَرَحْمَةٌ بِالْوَلَدِ تَمَسُّكَ بِقَوْلِهِ تَعَالَى:
ذَكَرُ رَحْمَتِ رَبِّكَ عَبْدَهُ زَكَرِيَّا.⁴

Artinya:

Affection in the relationship of husband and wife and compassion for children is a form of obedience to His words: (What is read here is) an explanation of the mercy of your Lord to His servant Zakariah.

مَوَدَّةٌ حَالَةٌ حَاجَةٌ نَفْسِهِ، وَرَحْمَةٌ حَالَةٌ حَاجَةٌ صَاحِبِهِ
إِلَيْهِ.⁵

Means:

Compassion is the state of a person who needs himself, while grace is the state of a person who needs himself.

Marriage is also a sunnah of the Prophet Muhammad SAW. Sunnah in the sense of imitating the actions of the Prophet Muhammad SAW. Marriage is hinted at so that humans have legitimate offspring and families towards a happy life in this world and the hereafter, under the auspices of the love and pleasure of Allah SWT, and this has been hinted at since ancient times, and has been explained a lot in the Qur'an, especially in QS al-Nur/24: 32 which reads:

⁴Abu Abdullah Muhammad bin Umar al-Razi, *Mafatih al-Ghaib*, Juz 25 (Beirut: Dar Ihya al-Turats al-Arabi, 1420 H), h. 91.

⁵Abu Abdullah Muhammad bin Umar al-Razi, *Mafatih al-Ghaib*, h. 92.

وَأَنْكَحُوا الْأَيَامَىٰ مِنْكُمْ وَالصَّالِحِينَ مِنْ عِبَادِكُمْ وَإِمَائِكُمْ
إِنْ يَكُونُوا فُقَرَاءَ يُغْنِهِمُ اللَّهُ مِنْ فَضْلِهِ وَاللَّهُ وَاسِعٌ
عَلِيمٌ

Translation:

Marry those who are still single among you and also those who are worthy of (marrying) from your servants, both male and female. If they are poor, God will empower them with His gifts. Allah is Vast and Knowing.⁶

Marriage is also a sunnah of the Prophet Rasulullah SAW and is part of the nature or human nature. As the Prophet Rasulullah SAW said in a hadith narrated from Aisyah RA's mother:

عَنْ عَائِشَةَ، قَالَتْ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ
وَسَلَّمَ: النِّكَاحُ مِنْ سُنَّتِي، فَمَنْ لَمْ يَعْمَلْ بِسُنَّتِي فَلَيْسَ
بِمَيِّ، وَتَزَوَّجُوا، فَإِنِّي مُكَاتِرٌ بِكُمْ الْأُمَمَ، وَمَنْ كَانَ ذَا
طَوْلٍ فَلْيُنكِحْ، وَمَنْ لَمْ يَجِدْ فَعَلَيْهِ بِالصِّيَامِ، فَإِنَّ
الصَّوْمَ لَهُ وَجَاءٌ.⁷

Means:

From Aisyah, she said: The Prophet Rasulullah SAW said, "Marriage is part of my sunnah. Whoever does not follow my sunnah is not part of me. Marry you, because I want my people to be many among the other people. Whoever has the ability to marry, should marry. And whoever is not able to do so, let him fast, for fasting is a protector for him."

In another hadith, it also explains how the Prophet Rasulullah

⁶Ministry of Religious Affairs of the Republic of Indonesia, *Al-Qur'an and its Translation*, p. 503.

⁷Abu Abdullah Muhammad bin Yazid bin Majah, *Sunan Ibnu Majah*, Juz. 1 (Mesir: Dar Ihya Al-Kutub Al-Arabiya, t.th), h. 592.

SAW motivated young people to get married. As in the book *Subulussalam* from the companion of Abdullah Ibnu Mas'ud RA:

عَنْ عَبْدِ اللَّهِ بْنِ مَسْعُودٍ رَضِيَ اللَّهُ تَعَالَى عَنْهُ - قَالَ:
قَالَ لَنَا رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ : يَا مَعْشَرَ
الشَّبَابِ مَنْ اسْتَطَاعَ مِنْكُمُ الْبَاءَةَ فَلْيَتَزَوَّجْ. فَإِنَّهُ
أَعْضٌ لِلْبَصْرِ، وَأَحْصَنُ لِلْفَرْجِ، وَمَنْ لَمْ يَسْتَطِعْ فَعَلَيْهِ
بِالصَّوْمِ، فَإِنَّهُ لَهُ وَجَاءٌ. متفق عليه. ⁸

Means:

Abdullah Ibnu Mas'ud RA said: The Prophet Rasulullah SAW said to us: "O young generation, whoever among you has been able to have a family should marry, because he can lower his gaze and maintain his genitals. Whoever is not able to fast should fast, for he can control you. (Muttafaq Alaihi).

In today's modern society, we can see an increase in demand for loans to meet the needs of marriage. Many couples face difficulties in raising enough funds to finance their wedding, including the purchase of jewelry, building rentals, wedding dresses, and reception expenses. This can be seen from the increasing number of finance companies and financial institutions that offer special loan products for wedding purposes.

However, the costs associated with marriage can be a barrier for many couples who want to get married in a decent way. In today's modern society, weddings often involve high costs. The dowry, the cost of parties, jewelry, new housing, household supplies, and various other needs can consume a lot of financial

⁸Abu al-Husain Muslim bin al-Hajjaj, *Shahih Muslim*, Juz 4 (Turki: Dar al-Tiba'ah, 1334 H), h. 128.

resources. It is not uncommon for young couples who do not have enough savings or who come from underprivileged families face difficulties in meeting their marital needs.

The results of research in 2021 revealed that the cost of weddings in Indonesia reached IDR 191.65 million with an estimated 250 invited guests. The main cost components in this wedding are location and catering, with an average cost of IDR 80.9 million. The fee includes wedding venue rental, food, beverages, and catering services. In addition, the average wedding decoration cost is IDR 17.95 million, which includes room decorations, flowers, and other decorative elements.⁹

In addition, there is a fee for wedding planners and wedding dresses. The average cost of a wedding planner is IDR 13.75 million, involving the services of a professional planner to arrange the preparation and details of the event. Meanwhile, the average cost of a wedding dress reaches IDR 11.10 million, including design, manufacturing, and adjustment according to the bride's wishes.

Wedding photography is also an important aspect with an average cost of IDR 13.25 million. It includes the services of a professional photographer to capture precious moments in the wedding. In addition, the cost for prewedding photography reaches Rp7.65 million, which

involves pre-wedding photography to produce beautiful memorable images.

There are also other costs such as wedding organizers of IDR 7.31 million, entertainment in wedding events of IDR 7.25 million, and makeup of IDR 5.88 million. A wedding suit costs IDR 6.99 million, while the cost for wedding souvenirs reaches IDR 3.75 million. Online equipment, such as live broadcast services and digital invitations, requires a cost of IDR 2.5 million.¹⁰

This data shows that this significant wedding cost poses a challenge for many couples in meeting their wedding needs due to financial limitations. This is where loans are often the solution of choice to meet wedding needs. Loans can provide the additional funds needed to carry out the marriage properly and meet existing social expectations. However, as a Muslim individual, it is important to consider whether such loans are in accordance with the principles of Islamic jurisprudence.

Based on the realities and challenges faced by newly married couples and the need for a better understanding of the law in addressing this issue, researchers are interested in researching this issue. The researcher has a desire to explore more deeply about the law of loans for the fulfillment of marriage needs in the perspective of Islamic jurisprudence, with the hope that the results of this study can provide a more comprehensive understanding

⁹DataIndonesia.id, "Wedding Cost Details in Indonesia (2021)", *Official website DataIndonesia.id*, <https://dataindonesia.id/varia/detail/berapa-besar-biaya-pernikahan-di-indonesia> (June 18, 2023).

¹⁰DataIndonesia.id, "Wedding Cost Details in Indonesia (2021)", *Official website DataIndonesia.id*, <https://dataindonesia.id/varia/detail/berapa-besar-biaya-pernikahan-di-indonesia> (June 18, 2023).

and better solutions for couples who face similar problems

Based on the background of the problem that has been explained earlier, the following is a formulation of the problem that is the focus of the research: How is the law of loans in fulfilling the needs of marriage from the perspective of Islamic jurisprudence? How is the implementation of loans in meeting the needs of marriage from the perspective of Islamic jurisprudence in society?

Methods

This study uses a literature study approach with primary data sources from Islamic fiqh books and secondary data sources from related literature. Data collection techniques are carried out through literature searches from libraries, online databases, and electronic journals. Data analysis is carried out qualitatively by identifying, classifying, and synthesizing information to gain a deep understanding of the law of loans in Islam to meet the needs of marriage.

Results and Discussion

Loan Law in Fulfilling Marriage Needs

Definition of Loan

According to the Indonesian Dictionary, Loan comes from the word borrow which means to use other people's goods (money, etc.) for a while. While the loan itself has the meaning of what goods are borrowed or loaned, debts, and debts.¹¹

¹¹Language Center of the Ministry of National Education, *Indonesian Dictionary*, (Jakarta: Language Center, 2008), p. 1186.

Loans in fiqh have a term called القَرْضُ (*al qardh*) which means what you give to another person from your property on the condition that he return it to you, and what is given from a job that expects a reward, and what a person has done either in bad or good deeds.¹²

Loan (القَرْضُ) comes from the root word القَطع which means "to cut" or "cut a cloth" because a loan "cuts" a part of a person's property.¹³

Some scholars also provide an understanding of loans which are as follows:

Pendapat ulama Hanafiyyah:

هُوَ مَا تُعْطِيهِ مِنْ مَالٍ مِثْلِي لِتَتَقَاضَاهُ. أَوْ بِعِبَارَةٍ أُخْرَى: هُوَ عَقْدٌ مَخْصُوصٌ يَرُدُّ عَلَى دَفْعِ مَالٍ مِثْلِي لِأَخْرَ لِيَرُدُّ مِثْلَهُ.¹⁴

Means:

A loan is money given to a person with an agreement to be returned by the same amount. In other words, it is a special agreement where a person gives money to another person to be returned the same amount.

Based on the opinion of Syafi'iyah quoted by Ahmad Wardi Muslich, it is:

الشَّافِعِيَّةُ قَالُوا: الْقَرْضُ يُطْلَقُ شَرْعًا بِمَعْنَى الشَّيْءِ الْمَقْرَضِ.¹⁵

¹²Cairo Arabic Dictionary Library, *Al-Mu'jam al-Wasith*, Juz 2 (Egyptian: Dar al-Da'wah, t.th), p. 727.

¹³Ahmad bin Muhammad al-Fayumi, *Al-Mishbah al-Munir fi Gharib al-Syarh al-Kabir*, Juz 2, p. 497

¹⁴Wahbah bin Musthafa al-Zuhaili, *Al-Fiqh al-Islami wa Adillatuhu*, Juz 5, h. 3786.

Means:

Syafi'iyah is of the opinion that qardh (debts) in the term 'shari' is interpreted as something that is given to another person (which at some point must be returned).

Opinion of some scholars of the madzhab:

إعطاء شخص مالا لآخر في نظير عوض يثبت له في ذمته، مماثل للمال المأخوذ، بقصد نفع المعطى له فقط.¹⁶

Means:

Giving a sum of money to another person with the aim of getting an equal reward, which will be proven in the borrower's obligations.

Zainuddin Muhammad

القراض: لغة: من القرض القطع. وشرعا: دفع جائز التصرف إلى مثله دراهم أو دناتير ليتجر فيها بجزء معلوم من الربح.¹⁷

Means:

al-Qardh: Literally means piece. Shari'ah: Giving something that can be traded in the form of dinars or dirhams to other parties to be traded with a predetermined share of profits.

Musthafa al-Khan, Explaining the meaning in terms of terminology according to fiqh scholars:

تمليك شيء مالي للغير على أن يردّ بدله من غير زيادة.¹⁸

¹⁵Ahmad Wardi Muslich, *Fiqih Muamalah* (Jakarta: Amzah, 2010), h. 274

¹⁶Wahbah bin Musthafa al-Zuhaili, *Al-Fiqh al-Islami wa Adillatuhu*, h. 3786.

¹⁷Zainuddin Muhammad, *Al-Taufiq 'ala Mahmat al-Ta'arif* (Mesir: 'Alim al-Kutub, 1999), h. 269.

Means:

A loan is transferring ownership of valuables to another person on the condition that they be returned without addition.

Ali Haidar Khawaja Amin Effendi

القرضُ هو عقدٌ مخصوصٌ يردُّ على دفع وإعطاء المَالِ المِثْلِيَّ لِأَخْرَ عَلَى أَنْ يَرَدَّ مِثْلَهُ.¹⁹

Means:

A loan is a special agreement in which a person gives and gives money or comparable goods to another person on the condition that the same be returned.

Ibnu Hazm al-Andalusi

وَهُوَ أَنْ تُعْطِيَ إِنْسَانًا شَيْئًا بِعَيْنِهِ مِنْ مَالِكَ تَدْفَعُهُ إِلَيْهِ لِيَرُدَّ عَلَيْكَ مِثْلَهُ إِمَّا حَالًا فِي ذِمَّتِهِ وَإِمَّا إِلَى أَجَلٍ مُسَمًّى هَذَا مُجْمَعٌ عَلَيْهِ.²⁰

Means:

A loan is when you give someone something with the intention that he or she will return it to you for the same amount, be it immediately or within a certain period of time. This is a generally agreed agreement.

Yazid Afandi

Al-Qardh (debts) is giving property to others without expecting anything in return, to be returned with the same replacement and can be collected again at any time

¹⁸Musthafa al-Khan, dkk., *Al-Fiqh al-Manhaji 'ala Madzhab al-Imam al-Syafi'i*, Juz 6 (Damaskus: Dar Al-Qalam li al-Tiba'ah wa al-Nasyr wa al-Tauzi', 1992), h. 101.

¹⁹Ali Haidar Khawaja Amin Effendi, *Durar al-Hukkam fi Syarh Majalah al-Ahkam*, Juz 3 (Beirut: Dar al-Jail, 1991), h. 82.

²⁰ Abu Muhammad Ali bin Ahmad Ibnu Hazm al-Andalusi, *Al-Mahalli bi al-Atsar*, Juz 6 (Beirut: Dar Al-Fikri, t.th), h.347.

according to the will of the debtor. A qardh contract is a contract of helping with the aim of easing the burden of others.²¹

Based on the discussion above, it can be concluded that a loan in the context of fiqh (*al-qardh*) is to give ownership of property to another person on the condition that they return it in the same amount. This loan can be in the form of giving money or comparable goods, with the aim of providing benefits to the borrower. Some definitions of jurisprudence scholars emphasize that a loan is a special agreement in which a lender gives and gives money or comparable goods to the borrower on the condition that the same be returned. In general, these loans have requirements for repayment that can be immediate or within a certain period of time.

In principle, *al-qardh* (loan) is an agreement based on the spirit of *ta'awun* (help) and affection for other parties in need. Lending is a good and recommended act in Islam that can help overcome the difficulties of fellow human beings. In fact, some argue that loans are better than alms, because a person will not ask for a loan unless they need it urgently.

Legal Basis of Loans

The legal basis for lending in Islam can be found in the main sources of Islamic teachings. Here are some of the legal bases of loans that are the basis for Islamic jurisprudence:

Al-Qur'an

The postulates from the Qur'an include QS al-Muzammil / 73: 20 where Allah SWT says:

إِنَّ رَبَّكَ يَعْلَمُ أَنَّكَ تَقُومُ أَدْنَىٰ مِنْ ثُلُثَيِ اللَّيْلِ وَنِصْفَهُ
وَتُنْثَىٰهُ وَطَائِفَةٌ مِّنَ الَّذِينَ مَعَكَ وَاللَّهُ يُقَدِّرُ اللَّيْلَ وَالنَّهَارَ
عَلِمَ أَنْ لَنْ تُحْصُوهُ فَتَابَ عَلَيْكُمْ فَاقْرَءُوا مَا تَيَسَّرَ مِنَ
الْقُرْآنِ عَلِمَ أَنْ سَيَكُونُ مِنْكُمْ مَّرْضَىٰ وَآخَرُونَ
يَضْرِبُونَ فِي الْأَرْضِ يَبْتَغُونَ مِنْ فَضْلِ اللَّهِ وَآخَرُونَ
يَقَاتِلُونَ فِي سَبِيلِ اللَّهِ فَاقْرَءُوا مَا تَيَسَّرَ مِنْهُ وَأَقِيمُوا
الصَّلَاةَ وَآتُوا الزَّكَاةَ وَقَرِّضُوا اللَّهَ قَرْضًا حَسَنًا وَمَا
تَقْدِمُوا لِأَنفُسِكُمْ مِنْ خَيْرٍ تَجِدُوهُ عِنْدَ اللَّهِ هُوَ خَيْرًا
وَأَعْظَمَ أَجْرًا وَاسْتَغْفِرُوا اللَّهَ إِنَّ اللَّهَ غَفُورٌ رَّحِيمٌ

Translation:

Indeed, your Lord knows that you (Prophet Muhammad) stand (pray) less than two-thirds of the night, or a second of the night or one-third of the night and (likewise) a group of those who are with you. God sets the measure of night and day. Allah knows that you cannot count them (in detail these times make it difficult for you to perform the night prayer). So, He returns to you. Therefore, recite the Qur'an which is easy (for you). He knows that there will be among you those who are sick, and others who walk the earth in search of some of Allah's bounty and others who fight in the way of Allah, so read what is easy from him (the Qur'an). Pray upright, pay zakat, and lend to Allah a good loan. Whatever good you do for yourself, you will surely get His (recompense) in the sight of Allah as the best and greatest reward. Ask Allah for forgiveness. Indeed, Allah is Forgiving and Merciful.²²

Verse in QS al-Baqarah/ 2: 245, which reads:

²¹ M. Yazid Afandi, *Fiqh Muamalah* (Yogyakarta: Logung Pustaka, 2009), p. 137.

²²Ministry of Religious Affairs of the Republic of Indonesia, *Al-Qur'an and its Translation*, p. 853.

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضِعِفَهُ لَهُ
أَضْعَافًا كَثِيرَةً...

Translation:

Who wants to lend a good loan to Allah?²³ He will multiply (the payment on the loan) for him many times over....²⁴

This verse shows that Allah SWT equates good deeds and expenses in His way with loans. Allah SWT also equates the multiplied recompense with compensation from loans. Charity is called a "loan" because the beneficiary gives them in the hope of getting compensation. Therefore, they are more similar to people who provide loans to get reimbursement. The legality of this parable shows the legality of what is similar to it.²⁵

Hadis

As for the hadith, Abdullah bin Mas'ud RA narrated that the Prophet Rasulullah SAW said:

مَا مِنْ مُسْلِمٍ يُقْرِضُ مُسْلِمًا قَرْضًا مَرَّتَيْنِ إِلَّا كَانَ
كَصَدَقَتِهَا مَرَّةً.²⁶

Means:

No Muslim has lent to another Muslim twice, but it is considered alms once.

And Anas Bin Malik RA said: The Prophet Rasulullah SAW said:

رَأَيْتُ لَيْلَةَ أُسْرِي بِي عَلَى بَابِ الْجَنَّةِ مَكْتُوبًا: الصَّدَقَةُ
بِعَشْرٍ أَمْثَالِهَا، وَالْقَرْضُ بِثَمَانِيَةِ عَشْرٍ، فَقُلْتُ: يَا
جِبْرِيْلُ مَا بَالُ الْقَرْضِ أَفْضَلُ مِنَ الصَّدَقَةِ؟ قَالَ: لِأَنَّ
السَّائِلَ يَسْأَلُ وَعِنْدَهُ، وَالْمُسْتَقْرِضَ لَا يَسْتَقْرِضُ إِلَّا
مِنْ حَاجَةٍ.²⁷

Means:

I saw on the night of my Isra' at the door of heaven written: Alms multiplied tenfold, while loans multiplied eighteenfold. I said: O Gabriel, why is a loan better than alms? Gabriel replied: Because the person who asks for a loan asks in a state of possession, while the person who borrows does not borrow except out of necessity.²⁸

Terms and Principles of Loan Loan Terms

Some literature explains what are the conditions related to loans (القَرْضُ). For example, in the book *Bada'i al-Shana'i fi Tartib al-Syara'i*²⁹, there are important points related to the various loan conditions as follows:

Conditions related to lenders:

First; Lenders must have the ability to make contributions.

Second; Those who do not have the ability to make donations do not have the right to make loans.

The conditions are related to the nature of the loan itself:

²³The meaning of lending to Allah SWT. is to put treasure in His way.

²⁴Ministry of Religious Affairs of the Republic of Indonesia, *Al-Qur'an and its Translation*, p. 53.

²⁵*Mus'uh fiqh al-mu'aqat*, t.d., h.625

²⁶Abu Abdullah Muhammad bin Yazid bin Majah, *Sunan Ibnu Majah*, Juz 3 (Libanon: Dar al-Risalah al-'Alamiyah, 2009), h. 500.

²⁷Abu Abdullah Muhammad Bin Yazid bin Majah, *Sunan Ibnu Majah*, Juz 3, h. 501.

²⁸Wahbah bin Mustafa al-Zuhayli, *al-Fiqh al-Islami wa Adeel al-Tawhu*, h. 3786.

²⁹Abu Bakr bin Mas'ud al-Kasani, *Al-Shana'i than Tartib al-Syara'i*, volume 7 (Mesir: al-Jamaliyah, 1328 AH), h. 394-396.

First; The loan must be something that has similarities or similar quantities.

Second; Loans should not be given in matters that do not have similarities or measurable proportions.

Third; The loan must be returned in a form equivalent to the one received.

In principle, loan repayment must be made without any additional benefits that have been agreed upon beforehand. The additions specified in the loan contract can resemble *riba* and should be avoided. However, if the supplement is not specified in the contract but is given voluntarily, then there is no problem.

Grace periods are not mandatory in loans except in some specific cases. A loan is considered a *غارية* (a borrowed loan) because it is not in the barter lane or there is no way to direct it to the barter lane. The grace period can be mandatory if there is a will that determines the grace period in the loan.³⁰

Akhmad Farroh Hasan in his book³¹ Quoting several opinions in the terms of loans (*القَرْضُ*) are, among them:

First; *'Aqid* (one who owes and receivables)

'Aqid is a person who performs a contract, its existence is very urgent because it cannot be mentioned as a contract if there is no *aqid*. Likewise, there will be no *ijab* and *qabul* without *aqid*.³² Based on the opinion

of Imam Shafi'i as reported by Wahbah al-Zuhaili revealed that the 4 (four) people whose contract is invalid are:

Second; Young children (both those who have *mumayyiz* and those who have not *mumayyiz*)

Third; Crazy

Fourth; Sahaya Slave Despite *Mukallaf*

Fifth; blind people

While in *the Sunnah Fiqh* it is stated that the contract of a madman, a drunk person, a small child who has not been able to distinguish between good and bad (choosing) is invalid.³³ In a hadith narrated by Aisyah RA, the Prophet Rasulullah SAW said:

رُفِعَ الْقَلَمُ عَنْ ثَلَاثَةٍ: عَنِ النَّائِمِ حَتَّى يَسْتَيْقِظَ، وَعَنِ الصَّغِيرِ حَتَّى يَكْبُرَ، وَعَنِ الْمَجْنُونِ حَتَّى يَعْزَلَ، أَوْ يُفِيَقَ.³⁴

Means:

That Allah raises the questioner from three people, namely: from the person who sleeps until he wakes up, the person who is crazy until he is healed, and from the child until he reaches puberty or adulthood.

For the borrower, it should be free to choose, which means that it is free to enter into a loan agreement without any coercion and pressure between the two parties. So that the principle of mutual willingness in the loan transaction can be fulfilled.

Object of Debt

³⁰Abu Bakr bin Mas'ud al-Sa'i, *al-Shana'i than Tartib al-Syar'i*, h. 394-396.

³¹ Akhmad Farroh Hasan, *Fiqh Muamalah from Classical to Contemporary* (Malang: UIN-Maliki Malang Press, 2018), p. 63.

³² Rachmat Syafei, *Fiqh Muamalah* (Bandung, Pustakan Setia, 2001), p. 53.

³³Wahbah bin Musthafa al-Zuhaili, *Al-Fiqh al-Islami of Adillatuhu*, Jilid 5, terj. Abdul Hayyie (Jakarta: Gema Insani, 2011), h. 38.

³⁴Abu Abdullah Muhammad bin Yazid bin Majah, *Sunan Ibnu Majah*, Juz 3, h. 198.

The object of debts and receivables must meet the following conditions: Objects of value, Can be owned, Can be given to the debtor, Have existed during the period of the agreement.³⁵

The loaned goods are required: goods that have economic value and their characteristics are known because they are clear. Based on the opinion of the sahih opinion, it is: Goods that are not valid in the order contract should not be lent. He explained that every item that is not measured or rarely found because to return similar goods will be difficult.³⁶

Meanwhile, "The debt agreement is sharia in writing, in order to ensure that there are no mistakes or forgets, both about the size of the debt or the payment period."³⁷ As QS al-Baqarah/ 2: 282 namely:

يَا أَيُّهَا الَّذِينَ آمَنُوا 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 فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمِلَّ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتٌ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكَّرَ

³⁵Abdurrahman bin Muhammad al-Jaziri, *Al-Fiqh 'ala al-Madzahib Arba'ah*, Juz 2 (Beirut: Darul Kitab Al-'Ilmiyah, 2003), h. 304.

³⁶Wahbah ibn Mustafa al-Zohayli, *al-Fiqh al-Islami wa Adeel al-Tawh*, vol. 5, Tirj. Abd al-Hayye, h. 21.

³⁷Abdul Aziz Dahlan, et al., *Encyclopedia of Islamic Law* (Jakarta: Ichtiar Baru van Hoeve 1996), p. 1892.

إِحْدَاهُمَا الْأُخْرَىٰ وَلَا يَأْب الشُّهَدَاءُ إِذَا مَا دُعُوا وَلَا تَسْمَؤًا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمٌ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا أَلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ وَإِنْ تَفَعَّلُوا فَإِنَّهُ فَسُوقٌ بِكُمْ وَاتَّقُوا اللَّهَ وَيُعَلِّمُكُمُ اللَّهُ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

Translation:

O you who believe, if you owe a debt for a certain time, write it down. Let a scribe among you write it down correctly. Let the recorder not refuse to write it down as Allah has taught him. Let him record and the debtor dictates. Let him fear Allah his Lord, and do not diminish it in the slightest. If the debtor is a person who lacks intelligence, is weak (his condition), or is unable to dictate by himself, his guardian should dictate it correctly. Ask for the testimony of two male witnesses among you. If there are no two men, one man and two women among the people you like from the witnesses so that if one of them forgets, the other reminds him. Let the witnesses not refuse when called. Do not get tired of writing it down until the deadline, whether it is small or large. That is more just in the sight of God, more able to strengthen the testimony, and closer to your doubts, unless it is a cash business that you are running among you. So, there is no sin for you if you do not record it. Take witnesses if you are buying and selling and do not let the recorder complicate (or complicate it), and neither do witnesses. If you do that, it is indeed an unrighteousness for you. Fear Allah, Allah gives you a lesson and Allah is All-Knowing.³⁸

³⁸Ministry of Religious Affairs of the Republic of Indonesia, *The Qur'an and its Translation*, p. 63.

In a written context, this is required to make it easier for the party providing the loan to sue the debtor to pay off the debt according to its maturity. In addition to written requirements, in loan transactions it is also important to have witnesses as proof of agreement between the two parties.

Shigat (Ijab and Qabul)

Akad based on etymological opinion has meaning: to conclude, to bind (rope).³⁹ Based on the opinion of the term:

ارتباط الإيجاب بالقبول على وجه مشروع يتبث
التراضي

Means:

Perikatan *ijab* dan *qabul* yang dibenarkan syara' yang menetapkan keridhaan kedua belah pihak.⁴⁰

From the information above, it can be understood that the contract is an agreement between *ijab* and *qabul* which indicates the willingness of both parties.

Ijab is an acknowledgment from the party who gives the debt and *qabul* is the receipt from the debtor. *Ijab qabul* must be oral, as explained above, but it can also be done with gestures for the mute.⁴¹

The loan agreement is only carried out after the first party gives the money owed to the second party and the second party has received it,

³⁹Wahbah bin Mustafa al-Zuhayli, *al-Fiqh al-Islami wa Adeel al-Tawh*, h. 2917.

⁴⁰Hendi Suhendi, *Fiqh Muamalah*, h. 46.

⁴¹A. Ghufroon Mas'adi, *Fiqh Muamalah Contextual* (Jakarta: PT. Raja Grafindo Persada, 2002), pp. 90-91.

the impact is if the property is damaged or lost after the agreement occurs but before it is received by the second party, then the risk is borne by the first party.⁴² Regarding the definition of the contract, there are provisions that must be fulfilled in the contract. These provisions are:

Parties to the transaction

Both must fulfill the requirements: mature (able to act), sensible, and not in forgiveness, as stated by Allah SWT in QS al-Nisa/4: 5, namely:

وَلَا تُؤْتُوا السُّفَهَاءَ أَمْوَالَكُمُ الَّتِي جَعَلَ اللَّهُ لَكُمْ قِيَمًا
وَارْزُقُوهُمْ فِيهَا وَاكْسُوهُمْ وَقُولُوا لَهُمْ قَوْلًا مَعْرُوفًا

Translation:

Do not give to those who are imperfect your intellect (those who are in power) whom Allah has made your life the staple of your life. Give them the goods and clothes from it and speak good words to them.⁴³

In the contract, there must be an element of willingness from both parties, and the contract must be clear and understood by each parties: First; Regarding a certain good, the goods that are the object of the contract must be clear from obscurity.

Second; Regarding an item that is halal, holy from uncleanness and that is not haram to eat.⁴⁴

⁴²Ahmad Azhar Bashir, *Asas-asas Hukum Muamalat* (Jakarta: PT. Raja Grafindo Persada, 2008), p. 38.

⁴³Ministry of Religious Affairs of the Republic of Indonesia, *Al-Qur'an and its Translation*, p. 105.

⁴⁴Ali Fikri, *al-Mu'amalat al-Madiyah wa al-Adabiyah*, (Beriut: Dar al-fikr, t.th), h. 34-39.

It has been mentioned above that the contract is an agreement between *ijab* and *qabul* which indicates the willingness of both parties. What is meant by *ijab* and *qabul* clearly is:

الإِجَابُ هُوَ أَوَّلُ بَيَانٍ يَصْدُرُ مِنْ أَحَدِ الْمُتَعَاقِدِينَ
مُعَبَّرًا عَنْ جَزْمِ إِرَادَتِهِ فِي إِتْسَاءِ الْعَقْدِ أَيْ كَانَ هُوَ
الْبَادِئُ مِنْهُمَا. وَالْقَبُولُ هُوَ مَا يَصْدُرُ مِنَ الطَّرْفِ
الْآخَرِ بَعْدَ الإِجَابِ مُعَبَّرًا عَنْ مُوَافَقَتِهِ عَلَيْهِ.⁴⁵

Means:

Ijab is the beginning of an explanation that comes out of one of the contractors, to show his will in making the contract, whoever starts it. *Qabul* is the answer from the other party after the *ijab*, to express his consent."

In relation to the debt problem, the existence of this contract (*ijab qabul*) is also needed. As defined in *ijab qabul* above, in the matter of debt, the debtor can perform *ijab*. Such as the words "I give you a debt with the criteria that you return it to me, at the specified time".

Pillars of Loan

Based on the opinion of Shaykhul Islam Abi Zakaria al-Ansari, the pillars of debts and receivables are the same as buying and selling, including: First; *'Aqid* (عاقِد) is the one who borrows and the one who lends, Second; *Ma'qud alaih* (مَعْقُود عَلَيْهِ) is a loaned item; *Third; Shigat* (صِيغَةٌ) is

⁴⁵ Teungku Muhammad Hasbi Ash-Shiddieqy, *Pengantar Fiqih Muamalah*, (Semarang: Pustaka Rizki Putra, 1999), h. 27.

ijab qabul, a format of agreement between the two parties.⁴⁶

Meanwhile, based on the opinion of M. Yazid Afandi, it is assumed that there are four types of Pillars of Debts and Receivables:

First; *Muqridh* is a person who gives a loan

Second; *Muqtaridh* is a person who borrows

Third; *Muqtaradh* is borrowed goods.

Fourth; *Shigat Akad* is *ijab qabul*.⁴⁷

The above pillars of loans must be carried out by the borrower because these pillars legalize loans in Islamic law.

Loan Law in Fulfilling Marriage Needs

Loan Law in General

All Muslims agree that borrowing is allowed.⁴⁸ Loans are considered recommended (مُسْتَحَبٌّ) for lenders and halal for loan recipients, based on previous hadiths and the narration of Abu Hurairah RA which states that the Prophet Muhammad SAW said:

مَنْ نَفَسَ عَنْ مُسْلِمٍ كُرْبَةً مِنْ كُرْبِ الدُّنْيَا، نَفَسَ اللَّهُ
عَنْهُ كُرْبَةً مِنْ كُرْبِ يَوْمِ الْقِيَامَةِ، وَمَنْ يَسَّرَ عَلَى
مُعْسِرٍ، يَسَّرَ اللَّهُ عَلَيْهِ فِي الدُّنْيَا وَالْآخِرَةِ، وَمَنْ سَتَرَ
عَلَى مُسْلِمٍ، سَتَرَ اللَّهُ عَلَيْهِ فِي الدُّنْيَا وَالْآخِرَةِ، وَاللَّهُ
فِي عَوْنِ الْعَبْدِ مَا كَانَ الْعَبْدُ فِي عَوْنِ أَخِيهِ.⁴⁹

⁴⁶A. Ghufroon Mas'adi, *Fiqh Muamalah Contextual Matters*, p. 173.

⁴⁷Hendi Suhendi, *Fiqh Muamalah*, p. 143.

⁴⁸Abdullah bin Ahmad bin Muhammad Ibn Qudamah, *Al-Mughni li Ibnu Qudamah*, Juz 4 (Mesir: Maktabah al-Qahirah, 1968), p. 326

⁴⁹Abu Dawud Sulaiman bin al-Asy'ats, *Sunan Abi Dawud*, Juz 7 (Libanon: Dar al-Risalah al-'Alamiyah, 2009), h. 302.

Means:

Whoever eases the burden of difficulties of a Muslim in the world, Allah will ease the burden of difficulties for him on the Day of Resurrection. And whoever makes it easier for those who are in difficulty, Allah will ease his situation in this world and the Hereafter. Whoever covers the disgrace of a Muslim, Allah will cover his disgrace in this world and the hereafter. Allah always helps His servant as long as he helps his brother.

Abu Darda' RA also narrated that he said:

لأن أقرض دينارين ثم يردا ثم أقرضهما أحب إلي من أن أتصدق بهما وعن ابن مسعود وابن عباس رضي الله عنهما أنهما قالوا: قرض مرتين خير من صدقة مرة.⁵⁰

Means:

I would rather give a loan of two dinars and return it than give alms with two dinars." Ibn Mas'ud and Ibn Abbas also stated, "A loan twice as good as a one-time alms.

The scholars in the hambali madzhab argue that alms are better than loans, but there is no sin for those who are asked but do not give loans.⁵¹

Loan Laws Specifically

The problem of loans in fulfilling marriage needs is a

⁵⁰Abu Ishaq Ibrahim bin Ali al-Syirazi, *Al-Muhadzab fi Fiqh al-Imam al-Syafi'i*, Juz 2 (Beirut: Dar al-Kutub al-'Ilmiyah, t.th), h. 82.

⁵¹Mar'i bin Yusuf al-Karmi al-Hambali, *Ghayah al-Muntaha fi Jami al-Iqna' wa al-Muntaha*, Volume 1 (Kuwait: Muassasah Ghiras li al-Nasyr wa al-Tauzi' wa al-Di'ayah wa al-I'lan, 2007, h. 590.

contemporary problem which has not been widely discussed in previous fiqh.

There is no problem taking out a loan for the purpose of marriage and to maintain self-purity, provided that one is able to pay off the loan. For those who do it, it is hoped that Allah SWT will provide help to them. The hadith narrated by the companion Abu Hurairah RA explained:

عَنْ أَبِي هُرَيْرَةَ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: " ثَلَاثَةٌ حَقُّ عَلَى اللَّهِ عَوْنُهُمُ: الْمُجَاهِدُ فِي سَبِيلِ اللَّهِ، وَالْمُكَاتِبُ الَّذِي يُرِيدُ الْأَدَاءَ، وَالنَّائِحُ الَّذِي يُرِيدُ الْعَقَافَ " : هَذَا حَدِيثٌ حَسَنٌ.⁵²

Means:

From Abu Hurairah RA said, the Prophet PBUH said: There are three groups that have the right to Allah's help: those who struggle in the path of Allah, those who owe money to pay off, and those who marry because they want to maintain honor." (Hadith narrated by At-Tirmidhi, An-Nasa'i, and Ibn Majah, considered hasan by Al-Albani).

The Prophet Rasulullah SAW also said,

عَنْ أَبِي هُرَيْرَةَ رضي الله عنه عن النبي صلى الله عليه وسلم قَالَ: مَنْ أَخَذَ أَمْوَالَ النَّاسِ يُرِيدُ أَدَاءَهَا آدَى اللَّهُ عَنْهُ، وَمَنْ أَخَذَ يُرِيدُ إِتْلَافَهَا أَتْلَفَهُ اللَّهُ.⁵³

Means:

From Abu Hurairah RA said, the Prophet Rasulullah SAW said: Whoever takes someone else's

⁵²Muhammad bin 'Isa al-Tirmidzi, *Sunan al-Tirmidzi*, Juz 4 (Kairo: Mustafa al-Babi al-Halabi), h.184.

⁵³Abu Abdullah Muhammad bin Ismail al-Bukhari, *Shahih al-Bukhari*, Juz 2, h. 841.

property with the intention of paying, Allah will help him. And whoever takes with the intention of making a fuss, Allah will destroy it." (Hadith narrated by al-Bukhari).

However, if a person is unable to pay off the loan, then he should not take the loan, whether for marriage or other purposes. Because the responsibility for debt is great, even in a hadith the Prophet Rasulullah SAW mentioned that:

عَنْ عَبْدِ اللَّهِ بْنِ عَمْرٍو بْنِ الْعَاصِ أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: « يُعْفَرُ لِلشَّهِيدِ كُلِّ ذَنْبٍ إِلَّا الدَّيْنَ. ⁵⁴

Means:

From Abdullah bin 'Amru bin 'Ash, the Prophet Rasulullah SAW said: The martyr will be forgiven for all his sins except debts. (Hadith narrated by Muslims).

Allah SWT also calls on those who are unable to marry to exercise restraint and fast in Q.S al-Nur / 24: 33

وَأُولَئِكَ يُعْفَرُ لَهُمُ اللَّهُ مِنْ ذُنُوبِهِمْ... ⁵⁵

Translation:

Those who are unable to marry, let them maintain their purity until Allah gives them the ability with His bounty.

The Prophet SAW once gave advice to fast for those who could not afford to get married

عَنْ عَلْقَمَةَ قَالَتْ: « كُنْتُ أَمْشِي مَعَ عَبْدِ اللَّهِ بِمِنَى، فَلَقِيَهُ عُثْمَانُ فَقَامَ مَعَهُ يُحَدِّثُهُ، فَقَالَ لَهُ عُثْمَانُ: يَا أَبَا عَبْدِ الرَّحْمَنِ، أَلَا نَزَوَّجُكَ جَارِيَةً شَابَةً، لَعَلَّهَا تُذَكِّرُكَ بَعْضَ مَا مَضَى مِنْ زَمَانِكَ؟ قَالَ: فَقَالَ عَبْدُ اللَّهِ: لَنْ تُقَلَّتِ ذَاكَ، لَقَدْ قَالَ لَنَا رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: يَا مَعْشَرَ الشَّبَابِ، مَنْ اسْتَطَاعَ مِنْكُمُ الْبَاءَةَ فَلْيَتَزَوَّجْ؛ فَإِنَّهُ أَغْضُ لِلْبَصْرِ، وَأَحْصَنُ لِلْفَرْجِ، وَمَنْ لَمْ يَسْتَطِعْ فَعَلَيْهِ بِالصَّوْمِ، فَإِنَّهُ لَهُ وَجَاءٌ ⁵⁵

Means:

From Alqamah. Al-Qamah said, "I once walked with Abdullah bin Mas'ud in Mina, then Uthman met him and stood with him to speak. Uthman said to him, 'O Abu Abdurrahman, why don't we marry you to a young girl, maybe she can remind you of some time ago?' Abdullah bin Mas'ud replied, 'If this is the case, indeed the Messenger of Allah (peace and blessings of Allaah be upon him) has said to us, 'O young men, whoever among you is able to marry, let him marry. Therefore, it lowers the gaze and takes care of the genitals more. And whoever is unable to do so, let him fast, for fasting for himself is a protector. (Hadith narrated by Al-Bukhari and Muslim).

There are several opinions from contemporary scholars on loans in fulfilling marriage needs, including:

First; Uwaidhah Uthman, Secretary of the Fatwa in Dar al-Ifta al-Misriyyah, emphasized that taking loans is not permissible except for individuals who are in an emergency or urgent need.

Uwaidhah Uthman states that the needs of marriage can vary from one individual to another. Some are worried about falling into the haram,

⁵⁴Abu al-Husain Muslim bin al-Hajjaj, *Shahih Muslim*, Juz 6, h. 38.

⁵⁵ Abu al-Husain Muslim bin al-Hajjaj, *Shahih Muslim*, Juz 4, h. 128.

so they take loans to get married. Uwaidhah Uthman suggested that those who are worried about falling into things that are forbidden to take loans and get married. However, he also reminded that there are people who are able to control themselves and not fall into the haram, so it is recommended to be patient and not take loans until circumstances allow.⁵⁶

Second; Mahmoud Shalabi, Secretary of the Fatwa Committee in Dar al-Ifta al-Misriyyah, stated that obtaining a loan with additional interest is permissible on the condition that this is for urgent needs. Shalabi points out that the basic principle in loans is that they are loans with interest and not project financing. The basic principle of a loan is that it is not valid unless there is a need or emergency such as housing, medication, etc. This is an urgent situation that justifies taking a loan, and the amount should be in accordance with the needs.

Mahmoud Shalabi emphasized that if a person takes a loan for a project or purpose that is not an urgent need, then it is not considered valid according to sharia. Therefore, it is advisable to take a loan according to the needs and nothing more.⁵⁷

⁵⁶Isham Kamil, *The Law of Taking High-Interest Loans for Marriage and Chastity Purposes, and Whether It Is Considered a Sin for Borrowers*, <https://www.vetogate.com/4747437> (accessed on 09-01-2024).

⁵⁷Isham Kamil, *The Law of Taking High-Interest Loans for Marriage and Chastity Purposes, and Whether It Is Considered a Sin for Borrowers*, <https://www.vetogate.com/4747437> (accessed on 09-01-2024).

Third; Yusuf al-Qhardawi argued that it is not permissible to take loans with interest for the purpose of marriage, either because of the prohibition of usury itself or because there are other options that can be taken by those who want to get married, such as fasting. Marriage is a step in building a Muslim family, and it should not begin with an act that is forbidden by Allah Almighty. If a person is desperate to get married and is worried about falling into sin or losing honor, and finds no other alternative but to go into debt, then it may be possible to seek a loan from someone who does not charge interest.⁵⁸

Yusuf al-Qaradawi stated that if a person borrows a sum of money for a marriage and the lender stipulates the payment of interest if it is late after a year, and if the person is very anxious to get married and is worried about falling into sin or losing his honor, and finds no other way but to go into debt, then there is no problem as long as he believes that he will be able to pay off the debt to the lender before one year has passed. If he tries hard to pay off and fails despite his best efforts, we hope that Allah will forgive him and the sin falls on the lender in this situation, not on the borrower. If a fellow Muslim sees that he is unable to pay his debt, they can help him in paying off the debt, even by using zakat, because he belongs to the category of a person who is in debt who is

⁵⁸Islam Online, *Marriage With Ribawi Loans*, <https://islamonline.net/archive/>, (accessed on 09-01-2024).

entitled to receive zakat based on the verse of the Qur'an.⁵⁹

Fourth; Hussein Shahata, a professor at al-Azhar University, stated: Marriage is worship and obedience to Allah SWT as He said in Q.S al-Nur / 24: 32

وَأَنْكِحُوا الْأَيَامَىٰ مِنْكُمْ وَالصَّالِحِينَ مِنْ عِبَادِكُمْ وَإِمَائِكُمْ
إِنْ يَكُونُوا فُقَرَاءَ يُغْنِهِمُ اللَّهُ مِنْ فَضْلِهِ وَاللَّهُ وَاسِعٌ
عَلِيمٌ

Translation:

Marry those who are still single among you and also those who are worthy of (marrying) from your servants, both male and female. If they are poor, God will empower them with His gifts. Allah is Vast and Knowing.

Therefore, it is not allowed to get interest loans to build Islamic households. The purpose must be legitimate, and the means used must be halal. She should focus on the basic needs of her marriage, not impose herself more than she can afford, in accordance with the advice of the Prophet Rasulullah SAW.

عَنْ عَبْدِ اللَّهِ بْنِ مَسْعُودٍ رَضِيَ اللَّهُ تَعَالَى عَنْهُ - قَالَ:
قَالَ لَنَا رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ : يَا مَعْشَرَ
الشَّبَابِ مَنْ اسْتَطَاعَ مِنْكُمُ الْبَاءَةَ فَلْيَتَزَوَّجْ. فَإِنَّهُ
أَعْضٌ لِلْبَصْرِ، وَأَحْصَنُ لِلْفَرْجِ، وَمَنْ لَمْ يَسْتَطِعْ فَعَلَيْهِ
بِالصَّوْمِ، فَإِنَّهُ لَهُ وَجَاءَ. متفق عليه.⁶⁰

Means:

⁵⁹Islam Online, *Marriage With Ribawi Loans*, <https://islamonline.net/archive/>, (accessed on 09-01-2024).

⁶⁰Abu al-Husain Muslim bin al-Hajjaj, *Shahih Muslim*, Juz 4, h. 128.

Abdullah Ibn Mas'ud RA said: The Prophet PBUH said to us: "O young generation, whoever among you has been able to have a family should marry, because he can lower his gaze and maintain his genitals. Whoever is not able to fast should fast, for he can control you. (Muttafaq Alaihi).

Therefore, it is necessary to avoid taking usury loans except in emergencies that can lead to ruin or if life without them becomes very difficult. In a situation like this, we hope that those who ask find a way out by taking a loan from a halal source. Allah SWT will surely give him the breadth of His bounty. Do not build your household by using riba from the beginning. Allah SWT has warned us about riba in Q.S al-Baqarah/ 2: 278

يَا أَيُّهَا الَّذِينَ آمَنُوا اتَّقُوا اللَّهَ وَذَرُوا مَا بَقِيَ مِنَ الرِّبَا
إِنْ كُنْتُمْ مُؤْمِنِينَ

Translation:

O you who believe, fear Allah and leave the rest of the usury, if you are believers.

In this verse, Allah associates the faith and piety of a Muslim with avoiding usury transactions. Ribawi transactions can only be carried out in emergencies that can destroy or when there is no other way that is halal. In our situation, we ask the inquirer to look for halal doors to borrow, save his wedding expenses, and we are sure that God will fill it with His bounty. He should not build his household by using riba from the beginning. As Allah says, "Allah cancels usury and nourishes alms." Transacting with usury is contrary to worship Allah Almighty, especially because we all believe that every aspect of a Muslim's life must be in

accordance with the sharia of Allah SWT.⁶¹

Fifth; Abdul Aziz bin Abdullah bin Baz argued that: If it is possible to accumulate a certain amount of money, even with loans or debts, then do it. Borrow or ask for help, and rely on God. If it is not possible for you, do not burden yourself, for Allah PBUH said in Q.S al-Baqarah/ 2: 286 and Q.S al-Tagabun/ 64:16

لَا يُكَلِّفُ اللَّهُ نَفْسًا إِلَّا وُسْعَهَا...

Translation:

Allah does not burden a person, except according to his ability.⁶²

فَاتَّقُوا اللَّهَ مَا اسْتَطَعْتُمْ

Translation:

Fear Allah to the best of your ability!⁶³

Rasulullah SAW also said,

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ عَنِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: مَنْ أَخَذَ أَمْوَالَ النَّاسِ يُرِيدُ أَدَاءَهَا أَدَّى اللَّهُ عَنْهُ...⁶⁴

Means:

From Abu Hurairah RA said, the Prophet PBUH said: Whoever takes

⁶¹ Islam Online, *Marriage With Ribawi Loans*, <https://islamonline.net/archive/>, (accessed on 09-01-2024).

⁶²Ministry of Religious Affairs of the Republic of Indonesia, *Al-Qur'an and its Translation*, p. 64

⁶³Ministry of Religious Affairs of the Republic of Indonesia, *Al-Qur'an and its Translation*, p. 822

⁶⁴Abu Abdullah Muhammad bin Ismail al-Bukhari, *Shahih al-Bukhari*, Juz 2, h. 841.

another person's property with the intention of paying... (Hadith narrated by al-Bukhari).

So, for anyone who takes money with a loan or a debt, with the intention of paying it back, whether it is for marriage, maintaining chastity, establishing a dwelling, or any other need, then it is no problem for him, and Allah will fulfill his obligation.⁶⁵

Implementation of Loan Law in Fulfilling Marriage Needs in the Community

Implementation can be interpreted linguistically as implementation or application⁶⁶. In general, implementation includes all the activities and efforts necessary to carry out or implement an idea, concept, or plan into reality. Implementation can occur in various fields, including in the context of projects, government policies, business strategies, or certain programs. Loan law in fulfilling the needs of marriage in society involves a number of aspects that need to be considered in accordance with legal principles and community values. Here are some things related to the implementation of loan laws in meeting wedding needs:

Clear Agreement and Intention:

In Islam, an agreement or agreement between a borrower and a lender is considered valid when there is a clear *ijab* and *qabul* (offer and acceptance).

⁶⁵The official website of al-Imam bin Baz, *Hukumm Borrowing to Marry*, <https://binbaz.org.sa/fatwas/> (accessed on 09-01-2024).

⁶⁶Language Center of the Ministry of National Education, *Indonesian Dictionary*, (Jakarta: Pusat Bahasa, 2008), p. 580.

وعقد القرض عقد تملك فلا يتم إلا ممن يجوز له
التصرف، ولا يتحقق إلا بالايجاب والقبول⁶⁷

Means:

Good and clear intentions are very important in loan transactions. Intentions must be for halal purposes, such as fulfilling the needs of marriage because one's charity is judged based on one's intentions.

إِنَّمَا الْأَعْمَالُ بِالنِّيَّةِ، وَإِنَّمَا لِامْرِئٍ مَّا نَوَىٰ⁶⁸

Means:

All deeds depend on the intention and everyone will get what he intends.

Flowers or Riba:

Interest or riba in loans is prohibited in Islam as indicated by Allah in Q.S Ali Imran/3: 130

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا الرِّبَا أَضْعَافًا
مُّضَاعَفَةً لَّو تَتَّقُوا اللَّهَ لَعَلَّكُمْ تُفْلِحُونَ⁶⁹

Translation:

O you who believe, do not eat riba by multiplying⁶⁹ and fear Allah so that you may be lucky.⁷⁰

The main principle to follow in a loan is that the loan should be

⁶⁷Sayyid Sabiq, *Fiqh al-Sunnah*, Juz 3 (Beirut: Dar al-Kitab al-'Araby, 1977), h. 145.

⁶⁸Abu Abdullah Muhammad bin Ismail al-Bukhari, *Shahih al-Bukhari*, Juz 1 (Damaskus: Dar Ibnu Katsir, 1993), h. 3.

⁶⁹Riba in this verse is intended as debts that when cannot be paid at the due time, the debtor is given additional time, but in exchange in the form of an additional amount that must be repaid. According to scholars, riba nasiah is haram, even though the amount of increase is not doubled.

⁷⁰Ministry of Religious Affairs of the Republic of Indonesia, *Al-Qur'an and its Translation*, p. 89.

interest-free. In this context, if the lender sets a certain fee in exchange for the loan, it is necessary to ensure that the fee is not considered riba. This principle is in line with the prohibition of riba in Islamic teachings, which emphasizes justice and the applicability of the financial system in accordance with sharia principles.

If the lender charges a certain fee in exchange for the loan, it is necessary to ensure that the fee is not usury.

Terms and Conditions:

The terms and conditions of the loan need to be explained transparently and in accordance with Islamic principles. Both parties should agree on the terms of the loan, including the repayment time and the amount that must be returned.⁷¹

Halal Fulfillment of Needs:

Loans should be used to fulfill halal and permissible needs in Islam, such as wedding expenses that include dowry, ceremonies, and other basic needs.

Ability to Pay Back:

The borrower should ensure that he or she has the ability to repay the loan. Burdening yourself with debts that are difficult to pay can bring problems in Islam.⁷²

No harm to other parties:

⁷¹Al-Bakar bin Mas'ud al-Kasani, *Al-Shana'i and Tartib al-Syar'i*, Volume 7, h. 394-396.

⁷²Abdurrahman bin Muhammad al-Jaziri, *Al-Fiqh 'ala al-Madzahib Arba'ah*, Juz 2, c. 305.

Loans should not harm the parties involved. The principles of balance and justice must be maintained in conducting transactions as Allah SWT said in Q.S al-Baqarah/ 2: 195

وَأَنْفِقُوا فِي سَبِيلِ اللَّهِ وَلَا تُلْقُوا بِأَيْدِيكُمْ إِلَى التَّهْلُكَةِ
وَأَحْسِنُوا إِنَّ اللَّهَ يُحِبُّ الْمُحْسِنِينَ

Translation

Be inactive in the way of Allah, do not plunge yourselves into destruction, and do good. Indeed, Allah loves those who do good.⁷³

Conclusion

First; In the perspective of Islamic jurisprudence, loans are considered permissible in Islam, even encouraged for those who are able to help fellow Muslims in need, such as in the context of loans for marriage. The views of scholars may vary, but in principle, taking a marriage loan is permissible if it is done in good faith, in an emergency, and with the ability to pay off the debt. While some scholars suggest fasting as an alternative, others allow taking loans as long as they do not involve interest or do not exceed the individual's means. The importance of maintaining chastity and building an Islamic family is the focus, and avoiding riba is a key principle in financial decisions to meet the needs of marriage. Therefore, financial policies in fulfilling the needs of marriage must be directed towards sharia principles, avoiding usury, and ensuring that such decisions provide

long-term benefits for the family and the Islamic community as a whole. Second; In the implementation of loan law in meeting the marriage needs of the community, several important aspects need to be considered in accordance with legal principles and Islamic values. First, a clear agreement and intention between the borrower and the lender is the main key, where the agreement is considered valid when there is a clear *ijab* and *qabul*. Good intentions and in accordance with Islamic law are an important foundation, considering that a person's deeds are judged based on their intentions. Furthermore, the main principle in lending is the absence of interest or usury, in line with the prohibition of usury in Islamic teachings. The terms and conditions of the loan need to be explained transparently, and the loan should be used to meet halal needs. The ability to repay and not harm other parties is also an important consideration in the implementation of loan law. By maintaining these principles, people can engage themselves in lending while still upholding Islamic values and justice.

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⁷³Ministry of Religion of the Republic of Indonesia, *Al-Qur'an and its Translation*, p. 40.

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