
LIVING HADITH: MARKETING PRACTICES WITH THE PRINCIPLES OF BUYING AND SELLING CASH SYSTEMS, CASH TEMPO, AND CREDIT

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Abstract

The business world requires businessmen to compete with each other to win the market. One of the activities needed to dominate the market is marketing activities. With the right techniques and systems that can reach consumers, marketing choices can certainly bring in new customers or retain old ones. Some parts of marketing techniques in the buying and selling business use the principles of buying and selling cash, cash tempo, and credit. One of the businessmen who applies this principle is Mega Elektronik & Handphones, located in Nganjuk city. Where in its business activities, the three sales methods are carried out in order to attract consumers. This study uses a qualitative method with a descriptive approach. The purpose of this study is to analyze the business activities owned by Mega Elektroonik & Mobile in terms of hadith. The results of this research conclude that the activities carried out by this business do not conflict with the hadith. This means that of the three ways in which sales activities are carried out, they are still within the corridor of not violating the applicable laws in sharia marketing.

Keywords:

Marketing Practices; Buying and Selling Principles; Buying and selling Cash system; Cash Tempo; Credit

Abstrak

Dunia bisnis mengharuskan para pelakunya untuk saling bersaing demi memenangkan pasar. Salah satu aktivitas yang dibutuhkan untuk menguasai pasar adalah kegiatan marketing. Dengan tehnik yang tepat dan system yang dapat menjangkau konsumen, maka pilihan marketing tentunya dapat meendatangkan para pelanggan baru atau mempertahankan pelanggan lama. Beberapa bagian dari tehnik marketing dalam bisnis jual beli adalah menggunakan prinsip jula beli cash, cash tempo dan kredit. Salah satu pelaku yang menerapkan prinsip tersebut adalah Mega Elektonik dan handphone yang berada di kota Nganjuk. Dimana dalam kegiatan bisnisnya, tiga metode penjualan tersebut diakukan demi menarik para konsumen. Penelitian ini menggunakan metode kualitatif dengan pendekatan deskriptif. Tujuan dari penelitian ini adalah untuk menganalisa dari kegatan usaha yang dimiliki oleh Mega Elektroonik & Handphone ditinjau dalam hadist. Hasil dari peneltian ini menyimpulkan bahwa kegiatan yang dilakukan oleh usaha ini tidak bertentangan dengan hadist. Artinya dari ketiga cara dalam keegiatan penjualan tersebut masih dalam koridor tidak menyalahi hukum yang berlaku dalam marketing syariah.

Kata Kunci:

Praktik Pemasaran; Prinsip Jual Beli; Jual beli system Cash; Cash Tempo; Kredit

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A. INTRODUCTION

Islam is a religion of *rahmatan lil lamin* which regulates the relationship of Allah swt with His creation through worship to cleanse the soul and purify the heart.² Islam came to regulate relations between humans, such as buying and selling, marriage, inheritance, and others, so that humans can live as brothers and live in peace, justice, and love.³ Humans are social creatures who need each other to meet their needs.⁴ Therefore, they must try to seek God's gift as an economic source to meet their basic needs.

Human economic activities must follow Islamic law in order to get blessings from Allah SWT.⁵ Economic activities in Islam are regulated by the *muamalah* system, although the scope of *muamalah* in general is relatively broad. However, *muamalah* is now being viewed as God's rules that govern human-to-human relations in terms of acquiring and developing riches.⁶

Fiqh muamalah is knowledge of activities or transactions based on sharia rules, which are derived from detailed Islamic arguments.⁷ All human *muamalah* activities based on Islamic law in the form of regulations containing mandates or prohibitions such as mandatory, *sunnah*, *haram*, *makruh*, and *halal* are included

in the scope of *muamalah fiqh*.⁸ The laws of fiqh discuss the issue of worship, which involves the vertical relationship between humans and God as well as human interactions with one another.

However, Shari'ah provides standards that must be followed when building a business structure, so that profits are not obtained in a vain manner.⁹ The source of the *muamalah fiqh* law given in the Qur'an is the letter An Nisa, which is an injunction for commerce with mutual joy or readiness and not to do so dishonestly.¹⁰

Ulama and practitioners debate the relationship between ethics and business.¹¹ The term "ethics" refers to moral and human behavior. Meanwhile, the corporate sector is regarded as rife with unethical practices like cheating, justifying whatever means necessary, and intrigue. Various situations that frequently occur, such as delays in removing dangerous items, corporate players' involvement in bribery, corruption, counterfeiting, money laundering, or environmental degradation.¹²

In human life, business is extremely vital. As a result, whether the business owners are Muslims or non-Muslims, business will continue. Business is not a new phenomenon for Muslims, but it is one that has long been

² Fahmi Khumaini and Rz. Ricky Satria Wiranata, "Kepemimpinan Dalam Pendidikan Islam," *AL-FAHIM: Jurnal Manajemen Pendidikan Islam* 1, no. 2 (2019): 1–17, <https://doi.org/10.54396/alfahim.v1i2.54>.

³ Isnaini Harahap, *Fiqh Muamalah Kontemporer*, vol. 53 (Medan: FEBI UIN-SU Press, 2013).

⁴ Dia Indriyana, Dinda Aulia Putri Jalasenastris & Anita Trisiana, "Pembangunan Masyarakat Sebagai Makhluk Sosial Yang Berlandaskan Pancasila," *Jurnal Global Citizen: Jurnal Ilmiah Kajian Pendidikan Kewarganegaraan* 5, no. 1 (2019): 37–49, <https://doi.org/10.33061/glc.v5i1.2544>.

⁵ Eko Rial Nugroho, "Implementation Of Sharia-Compliance In Islamic Bank Product Innovations," *Prophetic Law Review* 3, no. 2 (2021), <https://doi.org/10.20885/plr.vol3.iss2.art4>.

⁶ Fahriansah, "Comparison of the Hawalah System From the Perspectives of Fiqh Muamalah, Turkey 'S Majallah Al Ahkam, and Indonesian Civil Law," *J-EBIS* 1, no. 5 (2020): 91–108.

⁷ M Rizky Wady and Rachmat Rizky Kurniawan, "Fiqh Muamalah Overview Of Electronic Money Products At Linkaja Syariah," *Jurnal Ekonomi Dan Perbankan*

Syariah 9, no. 1 (2021): 31–47, <https://doi.org/doi.org/10.46899/jeps.v9i1.266>.

⁸ Mukhamad Roni and Heri Kuncoro Putro, "Gold Debt-Receiveable System with Paddy Rewards Before Debt Repayment: An Islamic Law," *Journal of Sharia Economics* 3, no. 1 (2021): 99–117, <https://doi.org/doi.org/10.35896/jse.v3i2.246>.

⁹ Ariyadi Ariyadi, "Bisnis Dalam Islam," *Jurnal Hadratul Madaniyah* 5, no. 1 (2018): 13–26, <https://doi.org/10.33084/jhm.v5i1.158>.

¹⁰ Ade Wahidin, "PRINSIP SALING RELA DALAM TRANSAKSI EKONOMI ISLAM (Tafsir Analitis Surat An-Nisa' [4] Ayat 29)," *Ad Deenar: Jurnal Ekonomi Dan Bisnis Islam* 2, no. 02 (2018): 110, <https://doi.org/10.30868/ad.v2i02.352>.

¹¹ Moh Toriquddin, "Etika Pemasaran Perspektif Al-Quran Dan Relevansinya Dalam Perbankan Syariah [Al-Quran Perspective Marketing Ethics and Its Relevance in Islamic Banking]," 2015, 116–25.

¹² Veithzal Rival and Arviyan Arifin, *Islamic Banking: Sebuah Teori, Konsep Dan Aplikasi* (Jakarta: Bumi Aksara, 2010).

done by the Muslim role model, Rasulullah SAW.¹³

Muslims are directed by their life principles, which include the Qur'an and Hadith. Muslims believe that the Qur'an is a perfect and eternal guide for all mankind, and the Qur'an affirms this belief.¹⁴ As a result, the Qur'an undoubtedly contains fundamental concepts and instructions that can be used to solve any difficulty, including business-related issues.¹⁵

Doing business according to sharia principles prioritizes a compassionate attitude and demeanor, as described by Muhammad Syakir Sula in his book *Marketing Syariah*. And he is easily befriended and partnered with by others.¹⁶

Marketing is a term that most businesspeople are familiar with. Marketing helps with product strategy and plays a vital role in a company's business plan.¹⁷ Companies, both domestic and international, want a dependable marketer to sell their products or services in order to attract customers. The acceptance of a product by the target market is largely affected not only by the low cost or quality given, but also by the marketing technique employed.

Marketing is a social process in which people and groups get what they want and need by creating, presenting, and freely exchanging valuable things with others.¹⁸

Marketing involves planning for efficient consumption of resources and the distribution of goods and services from producers to consumers so that the goals of both parties (producers and consumers) are achieved. He stated more explicitly that marketing is defined

by the performance of business activities involving the distribution of goods and services from producers to consumers, with the goal of satisfying consumers and achieving producer goals.¹⁹

One company that engages directly in business transactions utilizing marketing principles is Mega Elektronik & Handphone, which is located on Jl. Ahmad Yani No.62, Payaman, Kec. Nganjuk, Nganjuk. Every day as a selling agent who sells electronic goods and cellphones, every day offers his products using marketing principles so that consumers are interested in the products offered.

To attract customers, the organization employs numerous marketing principles in its operations. Starting with cash-based sales and progressing to credit-based sales as a means of generating revenues and facilitating corporate operations.

The author of this study is interested in discussing the company's marketing system from Hadith's perspective. The author's purpose is to look at these marketing efforts through the perspective of hadith, which is a component of sharia marketing in sharia economics.

In accordance with the objectives to be achieved, the main purpose of this study is to describe and explain aspects of the Mega Electronics & Mobile Marketing approach in Nganjuk through hadith. As a result, the approach used in this study is qualitative, i.e., research used to examine the condition of the object experienced, where the researcher is the key instrument, the data collection technique is triangulation (combined), the analysis is

¹³ B. Basrowi and Reza Ronaldo, "Analysis of Sharia Marketing Constraints in Indonesia," *Share: Jurnal Ekonomi Dan Keuangan Islam* 8, no. 2 (2019): 207–37, <https://doi.org/10.22373/share.v8i2.5365>.

¹⁴ Alpaqih Andopa, H Hardivizon, and Nurma Yunita, "The Meaning of Nafs in the Qur'an Based on Quraish Shihab's Interpretation," *AJIS: Academic Journal of Islamic Studies* 3, no. 2 (2018): 139, <https://doi.org/10.29240/ajis.v3i2.578>.

¹⁵ Di Ajeng Laily Hidayati, "Qur'anic Perspective on Poverty Alleviation," *Lentera* IXX, no. 2 (2015): 129–40.

¹⁶ Muhammad Syakir Sula and Hermawan Kartajaya, *Syariah Marketing* (Bandung: Mizan, 2006).

¹⁷ Lutfiyah Hayati, "Analisis Strategi Pemasaran Syariah Kuliner Waroeng Spesial Sambal Cabang Tuparev Cirebon," *Jurnal Indonesia Sosial Teknologi* 1, no. 1 (2002): 1–8.

¹⁸ Jaideep Prabhu, Paul Tracey, and Magda Hassan, "Marketing to the Poor: An Institutional Model of Exchange in Emerging Markets," *AMS Review* 7, no. 3–4 (2017): 101–22, <https://doi.org/10.1007/s13162-017-0100-0>.

¹⁹ Marwan Asri, *Marketing* (Yogyakarta: UPP-AMP YKPNP, 1991).

inductive, and the study's findings emphasize more generalization meaning.²⁰ This study uses a qualitative technique in order to gain a clear image of the researcher's intended research object.

This style of research tries to systematically describe the facts that exist in a given field, as they are and true.²¹ In accordance with the research's title, the researcher did a thorough investigation and interpretation of the existing documents.

B. Discussion

1. Overview of the object of research

Every business with a profit motive uses a different system to attain its objectives. As a result, in order to meet the agreed-upon objectives, the corporation will employ strategic management in this idea.

A clear example is the ability of a company selling electronic goods to sell. The company uses a sales strategy that includes a marketing system and the use of marketing specialists to sell and profit from the sale of electronic goods or mobile phones.

The business world is linked with competition, and the fundamental businessmen determining a company's success in commercial competition is client satisfaction. Companies must provide products that are both valuable and of high quality. so that buyers may be confident that the things they've bought are of the highest quality.

Mega Elektronik & Handphone is a sales agent that sells electronic goods and handphone located in Nganjuk. Every day, this store operates to serve buyers of all electronic needs for household needs.

2. Marketing Operational Mechanism

Before making a transaction, a marketing representative gives the buyer a choice in the electronic goods purchasing mechanism system. This explains why marketing describes in great detail how to purchase electronic goods from Mega Elektronik and handphone, which has three kinds of operational mechanisms:

1) The Cash System's Operational Mechanism

The cash system refers to the procedure of buying something for the total or total price. In the marketing module, consumers buy according to the unit price of electronic goods or cellphones selected in each cash or cash purchase. If the customer agrees to purchase an electronic or cellphone marketing unit, the following steps and procedures will be carried out: 1. A photo of the original National Identity Card (KTP) according to the application from the consumer and a photo of the original Family Card (KK) sent via WhatsApp or directly to the store. 2. Marketing will process and coordinate marketing data, as well as enter purchase data into the store. 3. Payment can be made through marketing or to the cashier before or after the unit arrives at the consumer's destination. 4. Marketing explains store facilities to buyers in the form of free service for 5 years with a factory warranty system.

2) The Cash Tempo System's Operational Mechanism

Cash tempo is a method of purchasing electronic goods or cellphones by paying an advance from the cash price. The balance is paid before maturity, and there are additional costs for administration and insurance. There are two types of cash tempo systems: store and leasing.

a.Store

According to the store's terms and conditions, Mega Elektronik & Handphone offers facilities in the form of a cash tempo store, with the consumer paying a down payment of 75% of the electronic unit price and the remainder plus administration and insurance costs, with a maximum payment period of 3 months. If it lasts longer than the specified three months, a fine of IDR 50,000 will be imposed.

b.Leasing.

The cash tempo system from leasing or non-bank financial institutions provides facilities in the form of cash tempo leasing, with the

²⁰ Sugiyono, *Metode Penelitian Kuantitatif, Kualitatif Dan R&D* (Bandung: Afabeta, 2007).

²¹ Moh. Kasiram, *Metodologi Penelitian* (Yogyakarta: Sukses Offset, 2010).

consumer paying a down payment of 60–75 percent of the electronic unit price and the remainder plus administration and insurance fees spread out over a maximum payment period of 6 months. If it lasts longer than the specified three months, a fine of IDR 50,000 will be imposed.

The down payment or DP with the time period is the difference between the cash tempo from the shop and the lease. The cash tempo system requirements are similar to the cash system requirements, which are as follows: 1) KTP (Resident Identity Card), 2) KK (Family Card).

If the payment requirements are met, the customer can go directly through marketing or to the store's cashier, and electronic units can be picked up or sent directly.

3) Operational Mechanisms of the Credit System

The credit system is a electronic purchase transaction with a minimum down payment/DP of 10% of the cash price, and there are monthly installments/installments for 1 year, 2 years, and 3 years. In terms of implementing the requirements for applying for financing or submitting a electronic purchase with a credit system, among others,

Completeness of the required documents includes: The main documents include 1) Applicant Identity Card (KTP), 2) Spouse Identity Card (KTP (if married)), 3) Family Card (KK). Meanwhile, additional documents: 1) Photo of Credit Applicant's Home (PK), 2) PK Business Photo, 3) Salary Slip and ID Card (Employee only), 4) Company Business Permit (SIUP), 5) Business Certificate (SKU), 6) Land and Building Tax Payable Tax Return (SPPT), 6) Electricity Account, Savings Account, 8) Marriage Book and Domicile Letter (if the applicant is domiciled outside the region)

This purchasing mechanism requires the customer to follow the applicable procedures, namely the operational process sequence: first, the consumer comes to the store or through marketing. Second, marketing will poll and order for leasing. Third, for cash purchases,

marketing will verify the data. Fourth, for credit purchases, the leasing party will verify data (surveys) that can be carried out, including: a) telephone and in-person interviews; b) examining the surrounding area. c) Examine your place of business or employment. Fifth, if approved, the electronic unit will be sent and make a transaction.

3. Overview of the Hadith About Buying and Selling Cash

1. Imam Muslim Hadith Number 2992, Editorial Hadith.

حَدَّثَنِي وَح عَفَانُ حَدَّثَنَا حَرْبُ بْنُ زُهَيْرٍ حَدَّثَنَا
وُهَيْبٌ حَدَّثَنَا قَالَ بَهْرٌ حَدَّثَنَا حَاتِمُ بْنُ مُحَمَّدٍ
عَنْ عَبَّاسِ ابْنِ عَنْ أَبِيهِ عَنْ طَاوُسِ ابْنِ حَدَّثَنَا
عَلَيْهِ اللَّهُ صَلَّى اللَّهُ رَسُولَ أَنْ زَيْدُ بْنُ أَسَامَةَ
بَيِّدًا كَانَ فِيمَا رَبًّا لَا قَالَ وَسَلَّم

He has told us Zuhair bin Harb has told us, "Affan." (as mentioned in another path) told me Muhammad bin Hatim has told us Bahz, he said, has told us According to Wuhaih, Ibn Thawus, who learned this from his father, Ibn Abbas, who learned it from Osama bin Zaid, "it is not called usury if the payment is direct (cash)."²²

2) The Status of the Matan Hadith

a) Syadz analysis, which determines the validity of the Hadith.

Based on other hadith books with similar themes, According to the researcher's analysis, the hadith about cash (cash) trading, the lafadz matan hadith, does not contradict the verses of the Qur'an or other hadiths, one editor and the other. higher level As a result, researchers can conclude that Imam Bukhari's hadith does not contain syadz.

b) Illat analysis to determine the Hadith's veracity

According to the researcher's analysis, the hadith about the sale and purchase of the Cash/Cash system textually lacks an illat element, but there is a ziyadah (additional) in the hadith, which is one editor in the Musnad

²² Mussliim bin Al-haajjaaj, *Shahhih Musslim* (Bairut: Daarul ikhyaa' al-turaats al-arabii, n.d.).

Ahmad bin Hamal book with the following additions: It's just that usury can occur in buying and selling with deferred payments.

The meaning of ziyadah does not contradict logic; it merely specializes in other contextual information on usury and does not contradict science, the senses, or historical facts. senses, or historical facts. As a result, researchers can conclude that the hadith narrated by Muslim priests is devoid of God.

4. Summary of Hadith on Selling and Buying Cash Temporarily

1. Editor of Hadith Number 1936 narrated by Imam Bukhari.

حَدَّثَنَا هِشَامُ بْنُ عَمَّارٍ حَدَّثَنَا يَحْيَى بْنُ حَمْرَةَ حَدَّثَنَا الزُّبَيْدِيُّ عَنِ الزُّهْرِيِّ عَنِ عُبَيْدِ اللَّهِ بْنِ عَبْدِ اللَّهِ أَنَّهُ سَمِعَ أَبَا هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ عَنِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ كَانَ تَاجِرٌ يُدَايِنُ النَّاسَ فَإِذَا رَأَى مُعْسِرًا قَالَ لِفَتْيَانِهِ تَجَاوَزُوا عَنْهُ لَعَلَّ اللَّهَ أَنْ يَتَجَاوَزَ عَنَّا فَتَجَاوَزَ اللَّهُ عَنْهُ

He has told us Hisham bin 'Ammar has told us Yahya bin Hamza has told us that Az-Zubaidi from Az-Zuhri from 'Ubaidillah bin 'Abdulla that he heard Abu Huraira ra from the Prophet sallallahu 'alaihi wa sallam saying: "There was a merchant who gives loans to people so that if he sees them in trouble, he says to his assistants: "Give him time to find ease. May Allah make things easy for us." Then Allah eased the merchant's business.²³

2) The Status of the Matan Hadith

a) Syadz analysis, which determines the validity of the Hadith.

Based on other thematic hadith books, According to the researcher's analysis, this

hadith regarding the sale and purchase of the credit system, the lafadz matan hadith, does not conflict with the verses of the Qur'an or other traditions that are one editorial and of a higher degree. As a result, researchers can conclude that At-hadith Tirmidhi's does not contain syadz.

b) Illat analysis to determine the Hadith's veracity

According to the researcher's analysis, the hadith about the sale and purchase of the credit system does not textually have an element of illat and, in meaning, does not conflict with logic; it only provides contextual information on other usury and does not conflict with science, senses, or historical facts. As a result, researchers can conclude that Imam Bukhari's hadith does not contain syadz.

5. Opinions of Ulama 'Muhaditsin and some Muslim leaders on Marketing Principles: Hadith Review.

Based on the analysis of the hadith regarding the review of hadiths that have a correlation (relationship) to the business in marketing, specifically at the Mega Elektrocik & Handphone store, they divide it by analyzing the hadith and figures as follows:

1. Cash Buying and Selling System

Imam As-Syafi'i is of the opinion that Jawaz is permissible in a buying and selling system with Yadan biyadin (cash) with a note that it must remain with the terms of sale and purchase.²⁴

Abu Hanifah believes that yadan biyadin transactions are haram if they are equated with dahaab bi al-dahaab (gold for gold), dinar for dinar, or dirhaam for dirhaam.²⁵

According to Muslim narrations, Ibn Abbas, when confirmed by Sa'id Al Khudri, stated, "I have never heard of this from the Messenger of Allah, nor did I find it in the Qur'an." While you (Abi Sa'id al-Khudry) obviously know more about Allah's Messenger, I have never received

²³ Muhamad bin ismaail Al- Bukhaari, *Shahih Al-Bukhaari* (Bairut: Daarul ibn katsr, n.d.).

²⁴ Syekh Muhammad Al-Syaddzily Al-Nafiir, *Al-Mu'lamu Bi Fawaaidi Muslim* (Jazair: Al-Muassasah al-Wathaniyyah, 1988).

²⁵ Yahyaa Isma'il, *Syaarah Shaahih Muslim Lil Qaadi Iyaadu Al-Musammaa Ikmalul Mu'limibi Fawaaidi Muslimi* (Mesir: Daarul Wafaa' lil Thab'aah Wa Al-Nasr, 1998).

an explanation in the Qur'an for this problem. " Ibn Abbas claims that Abi Sa'id al-Khudry knew more about the Prophet than he did because he spent more time with him. We can also learn from this narration that both Ibn Abbas and Abu Sa'id al-Khudry agreed that Shari'a law should be based solely on the Qur'an and the Sunnah of the Prophet.

It is mentioned by the editor لا ربا الا في النسبة in several other narrations in this history, for example, in the history of Muslims from Atha', by Ibn Abbas, using the editorial إنما الربا في النسبة where only usury can occur in buying and selling with deferred payments.

Imam Muslim related from Abi Nadhrah's path that he once asked Ibn Abbas about al-Sharf, or buying gold for silver, and Ibn Abbas replied, "Is the sale and purchase in cash?" If that's the case, there's no need to worry.²⁶ Ibn Umar also provided a similar narration. However, in another narration, Abi Sa'id al-Khudry insists that in al-Sharf, it is not enough to simply pay cash; there must also be a balance; if there is an excess of one party, it is usury.²⁷ Then Abi Sa'id's words were refuted by presenting the opinion of Ibn Abbas and Ibn Umar, which was sufficient on the condition that cash only be used. Abi Sa'id then responded that he had asked Ibn Abbas, but Ibn Abbas did not like the practice.²⁸

Two conditions are necessitated by the sale and purchase of al-Sharf itself.²⁹ First, payment must be made immediately and in cash, regardless of whether the two commodities in the buying haul are of the same type or not. Second, there must be a balance, with no excess value on either side if the commodities are of the same type, according to the majority. Meanwhile, Ibn Umar and Ibn Abbas sufficed

on the condition that they be paid in cash only, despite the fact that Ibn Umar later changed his mind.

In conclusion, there are two different conclusions on this issue between Abi Sa'id al-words and Khudry's, which require a balance of value, and Osama's narration, which is sufficient on the condition of cash, because he says that usury only occurs in the sale and purchase of nasi'h.

Ulama agree that Osama's narration is Sahih, but there are differences of opinion on how to reconcile the contradictions with the words of Abi Sa'id al-Khudry. There are those who argue that the opinion of Abi Sa'id al-Khudry is in the status of mansukh, but the provisions of mansukh cannot be determined by relying on probability alone.³⁰ There are also those who compromise that what is meant by لا ربا uttered by Ibn Abbas is heavy usury, which is very forbidden, and the perpetrators are promised a harsh punishment for usury on nasia'h (added value on buying and selling installments). Meanwhile, if it is not nasia'h but cash, there is no heavy usury, but there is still usury if there is an imbalance in value, as explained by Abi Sa'id al-Khudry, but not the heavy usury that is common in selling and buying nasi'h.

According to al-Thabary, what is meant by "no usury except on nasia'h" in Osama's narration applies to buying and selling two different things; as for the excess in the sale and purchase, even if it is cash, it is usury. This is a way to undermine Osama's history and Abi Sa'id's words.³¹

Ulama always discuss something. They present their respective opinions, and if there is ikhtilaf between them, they will return to what

²⁶ M. Rizky Kurnia Sah and La Ilman, "AL-SHARF DALAM PANDANGAN ISLAM," *Jurnal Ulumul Syar'i* 7, no. 2 (2018): 28–47.

²⁷ Adril Hakim Fithri Nurfauliyah, Rio Erismen Armen, "Analisis Hukum Islam Terhadap Jual Beli Emas Secara Tidak Tunai," *Jurnal Zhafir* Vol. 2, no. No. 1 (2020): 15–32.

²⁸ Alimatul Farida, "Analisis Mekanisme Jual Beli Mata Uang (Al-Sharf) Menurut Fatwa DSN-MUI No . 28 / MUI / III / 2002," *Jurnal Ekonomi Islam* Vol.12, no. No.2 (2021): 137–50.

²⁹ Hernawaty, Heriyati Chrisna, and Noviani, "TRANSAKSI VALAS DALAM PERSPEKTIF KONVENSIONAL DAN SYARIAH," *Jurnal Akuntansi Bisnis & Publik* 11, no. 1 (2020): 1–10.

³⁰ Sah and Ilman, "AL-SHARF DALAM PANDANGAN ISLAM."

³¹ Fitri Setyawati, "RIBA DALAM PANDANGAN AL-QUR'AN DAN HADIS," *AL-INTAJ* 3, no. 2 (2017): 257–71.

they agreed on (*ijtima'*).³² Furthermore, Ibn Abbas respects the more mature ones by admitting that Abi Sa' id al-Khudry, who was older than him, knew more about the Prophet's words than he did.

2. Cash Buying and Selling System

Ulama disagree on where to draw the line between those *عش* who are well-off and those *غشيك* who are struggling. There are those who say enough people have enough money to have a minimum supply of food for him and the people who support him. Al Tsaurii, Ibn al-Mubaarak, Imam Ahmad, and Ishaq Ibn Rawaahah said that a person who is sufficient is one who has 50 dirhams or less.

Imam Shafi'i believes that the amount of ownership of something cannot be used as a measure, because a person with one dirham can be considered sufficient if he has a decent business or job, whereas a person with a thousand dirhams cannot necessarily be considered a sufficient person if he has greater responsibility than that.³³ As a result, the distinction between those who have enough and those who are in trouble has reverted to the 'urf assessment.

The meaning of *بصرغ* here includes giving a deferred payment period, considering it paid off, or recommending always collecting debts in a good way.

3. Purchase and sell on credit.

The Abi Salamah mentioned in the hadith is Abdullah bin Abdurrahman Ibn 'Auf, one of Medina's seven fiqh experts. One of the two contracts, for example, states, "I sell you for a thousand, or for two thousand in installments over a year." So choose between the two offers, and I'll agree. " As a result of the price uncertainty, this is invalid (*bathil*).³⁴

Al-Khathaby said that there is no ulama who ruled with the information of the hadith above, then validated the lowest price between the two bids, except for a narration that was based on Imam Auza'iy's opinion, which is a *fasid* opinion. It could be that the purpose of two contracts is to perform two contracts at once on one item. For example, if someone buys and sells orders at a price of one dinar on a basket of wheat, the wheat order will be received in the next month. Then, one month later, the buyer asked for the wheat, so the seller said, "Just sell one basket of wheat that you ordered to me for the price of two baskets of wheat." Later, I will hand over the two baskets after two months. " This is a form of two-way buying and selling because what is sold in the second sale is included in the first sale. So, in this case, it is returned as the first sale and purchase contract. If it continues, usury will occur because it has made a sale and purchase of one basket of wheat for two baskets of wheat at a time before canceling the first sale and purchase order. This is clearly usury because of an imbalance.³⁵

Buying and selling on credit at a markup was unfamiliar and unknown to the ancient people, but it spread and became global until it became a kind of disease epidemic that afflicted the world's population in the following period. As a result, it is understandable if we do not find the discussion in fiqh books and not in hadith books, which are compiled on the basis of fiqh discussions.³⁶

The purchase of goods on credit has recently become very common in today's modern society. Because there are members of the community who require an item but do not have cash and there is no seller of the item other than on credit with a surcharge. On the other hand, there are people who need cash but no one owes it in a good way (except with

³² Susiadi, "Ijma' Dan Issu Kotemporor," *Asas* 6 (2), no. 2 (2014): 130.

³³ Abd. Salam Arief, "Konsep Al-Mal Dalam Perspektif Hukum Islam (Studi Terhadap Ijtihad Fuqaha)," *Al-Mawarid* IX (2003): 46–57.

³⁴ Zaini M. Amin, "Moderenisasi Sistem Ekonomi Islam," *Jurnal Al-Ijtima'iyah* 3, no. 2 (2017): 63–93, <https://doi.org/10.22373/al-ijtima'iyah.v3i2.3273>.

³⁵ Ibnu Ruslan, *Syarh Sunnan Abi Dawwud* (Bairut: Daar Al-Fallah, n.d.).

³⁶ Muhibbuddin Muhibbuddin, "Credit: An Islamic Law Perspective," *Al-Mizan* 13, no. 2 (2017): 227–42, <https://doi.org/10.30603/am.v13i2.912>.

interest), so the only option for them is to buy on credit at a higher cost.

There are at least three ulama opinions on the law of buying and selling credit with an additional price:

a. Absolute Haram

The Hadawiyah school of the Zaidiyah group and some other ulama represent the group of ulama who absolutely forbid buying and selling credit at a markup.³⁷ They reasoned that there was an additional price, which is equivalent to the prohibition of usury. As the word of Allah swt. in the letter Baqarah/2:275).

According to them, the *Wajh al-istidlal* verse above is a general verse that shows the prohibition of each addition, unless there is another argument that confirms it. Riba is an addition in the linguistic sense, and if the additional price in the sale and purchase of credit to the cash price is an addition without "iwadh" in the contract, it is usury.³⁸

According to the ulama, *Munaqasyah al-adillah* to the verse earlier in this section, the verse does not want each addition to be wrongful. It does not imply usury, even if it cannot be divided from the additional price in terms of buying and selling.

According to Anwar Iqbal Quraeshi, existing facts and objects confirm that Islam prohibits the payment of interest on money, but this does not mean that Islam prohibits credit, because the modern economic system cannot function without credit.³⁹

Rasulullah saw. never prohibited the matter of two sales in one contract. Two contracts in one transaction are conditions in which a transaction is accommodated by two contracts at the same time, namely with the same object, the same actors, and the same period of time, so that there is uncertainty (gharar) about which contract to use.⁴⁰

Muhammad never prevents (people) from two sales transactions on one product (goods or services) (HR. Al-Tirmidhi).

The meaning of *shafqatayn fi shafqatin wahidah* is *wujūd 'aqdayn fi'aqdin wahidin* (there are two contracts in one contract). For example, if someone says, "I will sell my mini fan to you on the condition that you rent your house to me." In this expression, two transactions occur because of the pronouncing of "I sell." My mini fan to you "is the first transaction, and "you rent a house to me" is the second transaction, and the second transaction/contract is gathered and occurs in one contract.⁴¹

According to the hadith above, *Wajh al-istidlal* are those who forbid buying and selling with a credit system. They claim that the hadith means that if the seller tells the buyer that the price in cash is so (higher) and the price on credit is so (lower), this method is forbidden because the seller collects two contracts in one transaction and does not determine the price in cash or credit.⁴²

According to the hadith, *Munaqasyah al-adillah*, the majority of ulama actually allow it based on the generality of the evidence that allows it to be bought and sold.⁴³ The first narration, narrated by Abu Hurairah, is used as the main reference by those who prohibit credit trading. In fact, it is understood that there is a narrator in the chain of narration who is the talk of hadith ulama.

So the hadiths of the famous "bai'atayn fi bai'atin" cannot be used as evidence. Of course, if the narration of Abu Hurairah, in which there is a narrator who is *infirad*, could be used as an argument, of course the meaning and understanding would not be the scene of ulama dispute, as has been confirmed by Ibn Ruslan, who criticized people who reasoned with the hadith. Because the essence of the hadith above

³⁷ Muhibbuddin.

³⁸ Muhibbuddin.

³⁹ Anwar Iqbal Qureshi, *Islam Dan Teori Pembungaan Uang* (Jakarta: Tinta Mas, 1985).

⁴⁰ Adiwarmarman Karim, *Bank Islam; Analisis Fiqh Dan Keuangan* (Jakarta: Raja Grafindo Persada, 2006).

⁴¹ Maisarah Leli, "Larangan Dua Akad Dalam Satu Transaksi," *AT-TASYRI'Y: JURNAL PRODI PERBANKAN SYARIAH* 1, no. 2 (2018): 13–20.

⁴² Al-Amien Ahmad Al-Haj Muhammad, *Jual Beli Kredit: Bagaimana Hukumnya?* (Jakarta: Gema Insani Press, 1998).

⁴³ Leli, "Larangan Dua Akad Dalam Satu Transaksi."

forbids two sales of one product, which is to say, if cash with such a price, and if credit with such a price, except if the seller from the beginning has said "sold on credit only at a price of such", even at a higher price than the cash price. In fact, those who adhere to the history of Abu Hurairah prohibit buying and selling with credit as well.⁴⁴ While the above history does not mean so, So this hadith is used as a reference to punish the illegality of buying and selling on credit. It is less accurate.

According to Munaqasyah al-adillah, the above hadith suggests that the argument is not a rushshah for this discussion. Ulama have differing interpretations of the above hadith, which include:

After narrating the hadith of Abu Hurairah, Imam Turmudzi stated, "This hadith is practiced by ulama." Some ulama explain two sales in one sale by saying, "I am selling this shirt to you for ten thousand in cash and twenty thousand on credit."

The price is not set by the seller in cash or credit. But if it is determined, it makes no difference. "What is meant by the Prophet's prohibition regarding two sales of one product," Imam Shafi'i explained, "is that if someone says, "I sold my house to you at that price on the condition that you sell your child to me, then surely my house is sold to you." This is very different from buying and selling where the price is not determined, so that neither the seller nor the buyer knows for certain which sale and purchase contract to choose.⁴⁵

There are also those who believe that the hadith's intent is not to collect two contracts in one transaction, as those who forbid it believe, but to buy and sell "inah," which means the prohibition of collecting two contracts with the intention of being free from usury. As in, someone selling his wares to others at a predetermined price and in installments up to a certain time limit. Then he repurchased it from the buyer at a lower price.⁴⁶

b. Unquestionably permitted

The majority of ulama agree with this assessment. because it is a result of the value of the owed price, and the contract is similar to the contract using salam, which is ordering goods with an outstanding payment system. If the purchase is made in cash, the money can be rolled back and profited from, but if the purchase is made on credit, the money is automatically locked in the hands of the creditor. As a result, there is logically no prohibition on collecting added value from the price of objects as long as the added value is not burdensome and has economic value for both the credit giver and the credit recipient.

The majority of Ulama agree with this assessment. The contract is similar to the one used with salam, which is ordering goods with a payment system that is outstanding. If the purchase is made in cash, the money can be rolled back and profited from, but if the purchase is made on credit, the money is automatically locked in the hands of the creditor. As a result, there is logically no prohibition on collecting added value from the price of objects as long as the added value is not burdensome and has economic value for both the credit giver and the credit recipient. *Usury* (al-fakhisy is very burdensome because the interest will continue to bloom) will become more common if the additional value is prohibited.

The ulama allow the sale and purchase, presenting many arguments taken from the verses of the Qur'an, Sunnah, and Qiyas. All the verses of the Qur'an that allow bai are used as valid evidence, and it is permissible to buy and sell credit, for example, the words of Allah swt in al-Baqarah : 275.

Wajh al-istidlal from the preceding verse, it can be understood that buying and selling goods on credit with an additional price is a part of buying and selling in general, and this can be understood from the generality of the preceding

⁴⁴ Muhammad bin Ali bin Muhammad Al-Syaukani, *Naill Al-Autharr* (Riyadh: al-Risalah al-Ammah li al-Darat al-Buhuts al-Ilmiyyah wa al-Ifta, n.d.).

⁴⁵ Abu Isaa Surah bin Isa, *Sunan Turmuudzi* (Bairut: Daar al-Ihyaa' al-Tuaraatsal-Arabiy, n.d.).

⁴⁶ Muhammad, *Jual Beli Kredit: Bagaimana Hukumnya?*

verse. Sharia law also permits all muamalah unless there is evidence to the contrary.⁴⁷

Munaqasyah al-adillah from the above verse is very likely to be defined by the generality of the above verse, which allows trading in general. It is possible that buying and selling that is essentially halal will become haram, as Allah SWT says in al-Baqarah: 282.

This is done to ensure that the contents of the trade agreement are implemented in accordance with the contents of the agreed-upon agreement, including the amount and time of payment, among other things. In this case, both parties are given the freedom to choose the writer of their choice, with the understanding that the writer will not reduce or increase the amount of the debts. Both the seller and the buyer benefit from the existence of these debts being written off.

There are many hadiths and atsar that allow buying and selling on credit with additional prices in addition to the *sil'un ribawiyah*, among them:

حَدَّثَنَا الْوَاحِدُ عَبْدُ حَدَّثَنَا أَسَدُ بْنُ مُعَلَّى حَدَّثَنَا
فِي الرَّهْنِ إِبْرَاهِيمَ عِنْدَ ذَكَرْنَا قَالَ الْأَعْمَشُ
اللَّهُ رَضِيَ عَائِشَةَ عَنِ الْأَسْوَدِ حَدَّثَنِي فَقَالَ السَّلْمُ
اشْتَرَى وَسَلَّمَ عَلَيْهِ اللَّهُ صَلَّى النَّبِيُّ أَنْ عَنْهَا
مِنْ دِرْعًا وَرَهْنَهُ أَجَلٍ إِلَى يَهُودِيٍّ مِنْ طَعَامًا
حَدِيدٍ

“He has narrated to us Mu'alla bin Asad has narrated to us Abdul Wahid has narrated to us We talked about mortgages in credit trading (Salam) in the presence of Ibrahim. Then he said, "A'ishah radliallahu' anha, the Prophet sallallahu 'alaihi wasallam once bought food from the people of Yahuid which he would pay at a certain time later on, and he secured it (pawned) with armor.” (Hadith Bukhari No.1926)

Wajh al-istidlal hadith above shows that the Prophet himself had traded credit with the Jews for debt, and the payment was made later.

Indeed, *Munaqasyah al-adillah*, the hadith indicates that it is permissible to buy and sell at a deferred price, but there is no indication of additional price ability. What the Prophet used to do was not in the context of buying and selling debt at a higher price. There is no difference in the price of cash and debt; the only difference is that the Prophet provided a guarantee by mortgaging his armor for a time.

Sahih Hadith narrated by the Prophet teaches us that the Prophet once ordered Abdullah bin Amar bin Ash ra. to equip his army with strong camels by buying one camel on credit and paying for two or two camels.

According to *Wajh al-istidlal*, Abdullah bin Amar bin 'Ash once bought a camel on credit and then paid for it with two camels; this was an act of the Prophet's companions, and the Prophet himself did not deny it.

Munaqasyah al-adillah On the proposition that the chain of transmission of this hadith, that is, Muhammad ibn Ishaq, is a person who is disputed about his justice, Then the hadith is also very contrary to the hadith narrated by Hasan bin Samirah, that the Prophet forbade the sale and purchase of animals with suspension. He said that when the Prophet (peace and blessings of Allah be upon him) ordered the expulsion of the children of Nadir from Madinah, some of them came to the Prophet (peace and blessings of Allah be upon him) and said: "Indeed, we have many unpaid debts." So, the Prophet (peace and blessings of Allah be upon him) replied, "Leave (your property) and leave immediately." (Narrated by al-Daruqutni)

c. *Tafshili* (the distinction between Haram and Halal).

For this third group, the law is legal if certain conditions are met, namely that it is not burdensome and mutually beneficial, as explained above by the second opinion. The law is haram if it includes the element of usury, which is a very burdensome addition, and there is no element of mutual help. The arguments

⁴⁷ Fithri Nurfauziyah, Rio Erismen Armen, “Analisis Hukum Islam Terhadap Jual Beli Emas Secara Tidak Tunai.”

they use to determine the halal/prohibition of buying and selling credit for a fee are based on the first and second opinions mentioned above.

Shaykh al-Islam Muftil Anam Ahmad bin Abdul Halim, who is familiar with the name of Ibn Taymiyyah, said: "I was once asked about someone who needed a cloth trader. He said to the cloth trader, "Sell me a piece of this cloth!" The trader replied, "I bought this cloth for thirty reals and I will not sell it, except for fifty reals on credit." Is such a sale and purchase permissible or not? I replied that the buyer is divided into three parts. First, buyers buy goods for their own use, for example, to eat, drink, wear, and so on. Second, with the aim of being traded. The first and second parts here can both be based on the verses of the Qur'an, authentic hadith, and the consensus of scholars, as stated in the words of Allah swt:

أمر: فيما روى أنو عليو الصلاة والسلام
عب الله بن عمرو بن العاص أن يجهز ف ان
يشبرى البعير بالبعير ا أجل.

Even though Allah has permitted buying and selling and forbidden usury, (al-Baqarah:275).

Except with the way of business that takes place when each other likes each other, (al-Nisa:29)

The above-mentioned trading method must pay attention to and fulfill the syara's conditions. As a result, if the buyer feels compelled, he is not permitted to sell to him at the usual price. For example, if someone is forced to buy food, he discovers that he can only find the food in question at the souvenir . As a result, the Fulan must sell to him at the standard price. If the seller decides to sell it at a higher price, the buyer will be forced to accept the goods. Third, the buyer intends to have money, perhaps to pay off other people's debts. He had purchased something from a merchant on the condition that the seller lend the giver 120 dinars to settle the debt. As a result, buying and selling are prohibited. If both parties agree that the giver will return the goods purchased

by the seller, this is referred to as "*bai'atain fi bai'atin*," which the Prophet forbade.⁴⁸

C. CONCLUSION

Mega Electronics and Mobile Marketing Company Researchers use appropriate buying and selling traditions and can be used as references in marketing activities to process buying and selling. Consumer marketing provides information to consumers on how to buy electronics by buying them with cash and credit (installment). On the basis of purchasing cash, it is not a problem because it is clear that purchasing cash will not result in usury in the sense that prospective buyers have transparency between marketing and consumers. Mega Electronics & Mobile's sales in marketing are very clear and official; sales in marketing are in offering a marketing product. The goods were shown to the customer who bought them in cash or cash at the start and explained in detail the criteria for the electronic unit that there were no defects in the goods or units that were still indent (Order). The ulama's ikhtilaf in the purchase of electronic credit. Store's must use leasing as the operational mechanism for purchasing on credit. Another marketing option is to direct customers to leasing companies. FIF leasing is one of them, and it employs both conventional and sharia buying and selling principles. In Sharia FIF, which uses a Murabahah contract, it is a sale and purchase contract between the seller and the buyer in which the seller clearly states to the buyer what the selling price is and how much the margin of the object of sale and purchase is, so that it is transparent. If there is mutual agreement (antaradin), then buying and selling can occur with the terms and pillars that have been met.

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