

Sharia Economic Law on Buying and Selling Transactions via QRIS: A Review

Abstract

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Background. The rapid development of digital payment systems has significantly transformed buying and selling transactions in Indonesia, particularly through the implementation of the Quick Response Code Indonesian Standard (QRIS). Although QRIS is widely adopted by micro and small business actors due to its efficiency and practicality, studies examining its compliance with Islamic economic law remain limited. This condition raises important questions regarding the validity of contracts, transparency of transactions, and the potential presence of prohibited elements such as *riba*, *gharar*, and *maysir* within digital payment mechanisms.

Aim. This article aims to analyze the practice of buying and selling transactions using QRIS and to examine their conformity with the principles of Islamic economic law, focusing on the legality of the transaction mechanism and its adherence to sharia principles.

Method. This study employs a qualitative research method with a case study approach. Data were collected through observations, in-depth interviews with merchants and consumers, and documentation in Rejoagung Village, Jombang Regency. The data were analyzed descriptively using the theoretical framework of Islamic economic law.

Result. The findings indicate that QRIS-based transactions generally fulfill essential elements of valid transactions, including mutual consent, clarity of transaction objects, and certainty of payment. From the perspective of Islamic economic law, buying and selling transactions using QRIS are permissible as long as they do not involve elements of *riba*, *gharar*, or *maysir*, and uphold principles of justice, transparency, and accountability. Therefore, QRIS can be considered a legitimate payment instrument in Islamic commercial transactions, provided that sharia principles are consistently observed.

Keywords: QRIS, Buying and Selling Transactions, Islamic Economic Law, Digital Payment

INTRODUCTION

The development of digital technology has brought fundamental changes to the modern economic transaction system. This transformation is clearly visible in the shift from cash to non-cash payment methods based on information technology. This change not only impacts transaction efficiency but also influences people's economic behavior patterns in everyday buying and selling activities. Payment digitization is part of the national strategy to expand financial inclusion and improve the effectiveness of the financial system.¹

Indonesia's digital payment system is developing rapidly in line with Bank Indonesia's policy of encouraging the creation of a secure, fast, and integrated payment system. One widely used instrument

¹ Muhammad Daud Ali, *Pengantar Hukum Islam*, (Jakarta: RajaGrafindo Persada, 2016), h. 54.



is the Quick Response Code Indonesian Standard (QRIS). QRIS is a national standard for quick response code-based payments designed to unify various payment system service providers under one unified framework. QRIS makes it easier for businesses, particularly micro and small enterprises, to accept non-cash payments without having to provide various different payment instruments.²

The use of QRIS in buying and selling practices is considered to offer benefits in terms of efficiency, security, and transaction recording. This system enables real-time transactions, reduces the risk of cash circulation, and supports financial transparency. QRIS implementation is also expanding into rural areas, in line with increasing digital literacy and smartphone use. This phenomenon demonstrates that digital payment systems are no longer limited to urban areas but have become part of the general economic activity of society.³

Buying and selling activities in Islam are seen as legal acts that have religious and social dimensions. Muamalah transactions must fulfill the pillars and conditions set by the Shari'a, including the existence of a contracting subject, a clear object, an agreed price, and a valid payment mechanism. The principles of consent (*tarādī*) and justice are the main basis for assessing the validity of a transaction.⁴ Any form of transaction that contains elements of usury, *gharar*, and *maysir* is considered to be contrary to the principles of Islamic economic law.

Sharia economic law is dynamic and adaptable to changing times. The Islamic jurisprudence principle of *al-aşlu fı al-mu'āmalāt al-ibāḥah* asserts that all forms of muamalah are essentially permissible as long as there is no evidence prohibiting them.⁵ This principle allows for the use of modern technology in economic transactions, including the use of digital payment systems. The validity of a transaction is not determined by the means used, but rather by the fulfillment of Sharia principles in its implementation.

The validity of a transaction in Islam is also determined by the substance and purpose of the contract. Scholars emphasize that a transaction is considered valid if it does not result in injustice, contains no elements of exploitation, and does not harm either party.⁶ Payment technologies like QRIS are positioned as tools to assist in the transaction process, not as the sole determinant of the validity of a contract. Therefore, studies of QRIS transactions must focus on the mechanism, contract structure, and legal implications.

The practice of buying and selling transactions through QRIS involves third parties, namely payment system service providers and financial institutions. The involvement of these third parties has the potential to create complex legal relationships, such as *wakalah* and *ijarah* contracts. Clarity of the parties' positions, the service fee deduction mechanism, and legal responsibilities are crucial aspects in assessing the compliance of QRIS transactions with the principles of Islamic economic law.⁷ Ambiguity in this aspect has the potential to give rise to elements of *gharar* which are prohibited in transactions.

Businesses and consumers' understanding of the QRIS transaction mechanism varies. Some businesses use QRIS solely as a payment method without understanding the contract structure and its legal consequences. This situation highlights the need for in-depth academic studies to provide legal clarity and increase Sharia awareness regarding the use of digital payment systems.⁸

Several previous studies have shown that technology-based transactions are acceptable under Islamic law as long as they meet the principles of fairness, transparency, and mutual agreement. Studies on electronic transactions and cashless *arisan* (social savings and credit) concluded that technology is neutral and does not alter the nature of the contract.⁹ However, research specifically examining the

² Bank Indonesia, *Blueprint Sistem Pembayaran Indonesia 2025*, (Jakarta: Bank Indonesia, 2019).

³ Otoritas Jasa Keuangan, *Literasi Keuangan Digital*, (Jakarta: OJK, 2020).

⁴ Rohidin, *Pengantar Hukum Islam*, (Yogyakarta: Lintang Rasi Aksara, 2016), h. 2.

⁵ Wahbah az-Zuhaili, *Al-Fiqh al-Islāmī wa Adillatuh*, (Damaskus: Dār al-Fikr, 2007), h. 38.

⁶ *Ibid.*, h. 38

⁷ Akhmad Mujahidin, *Hukum Perbankan Syariah*, (Jakarta: PT RajaGrafindo Persada, 2016), h. 179.

⁸ Safira Rahmawati dan Istianah, "Transformasi Arisan dalam Perspektif Hukum Ekonomi Syariah," *Jurnal Hukum Ekonomi Syariah* 5, No. 2 (2022): 99.

⁹ M. Idris, Ambok Pangjuk, dan Ahsan Putra Hafiz, "Model Arisan Sembako: Tinjauan Fiqh dan Ekonomi," *IJIEB: Indonesian Journal of Islamic Economics and Business* 5, no. 2 (2021): 47.

practice of buying and selling transactions through QRIS in the context of rural communities and viewed from the perspective of Islamic economic law is still relatively limited.

This research focuses on QRIS transactions in Rejoagung Village, Jombang Regency. The study aims to analyze the QRIS transaction mechanism and assess its compliance with the principles of Islamic economic law. The results are expected to contribute academically to the development of contemporary muamalah studies and serve as a practical reference for businesses and the public in using digital payment systems that comply with Islamic law.

LITERATURE REVIEW

Buying and selling (bay') is one of the most fundamental forms of muamalah in the economic life of society. In muamalah fiqh, buying and selling is defined as an agreement to exchange assets for other assets carried out on the basis of mutual agreement between the parties. This definition emphasizes that buying and selling is not just an exchange of goods, but is a legal act that creates rights and obligations for the parties to the contract.¹⁰

The validity of a sale and purchase in Islam is determined by fulfilling the pillars and conditions of the contract. The pillars of a sale and purchase include the subject of the contract (seller and buyer), the object of the contract (goods and price), and the acceptance and acceptance of the terms of the contract. The conditions for a sale and purchase include agreement between the parties, clarity of the transaction object, certainty of price, and the ability to deliver the goods.¹¹ If any of these elements is not met, the transaction may be deemed invalid or flawed under Sharia law.

Sharia economic law places the principle of consent (tarāḍī) as a key element in every transaction. This principle emphasizes that the transfer of ownership is only valid if it occurs without coercion and with the consent of the parties.¹² The principles of justice and balance are also essential to ensure that transactions do not result in harm or exploitation of either party.

Islamic muamalah law is dynamic and responsive to changing times. The fiqh principle of al-aṣlu fī al-mu'āmalāt al-ibāḥah (legal principles of law) demonstrates that all forms of transactions are essentially permissible as long as there is no evidence prohibiting them.¹³ This principle is the basis of legitimacy for various forms of modern transactions, including digital technology-based transactions.

The main prohibitions in transactions relate to the elements of riba, gharar, and maysir. Riba is understood as an additional requirement in a debt-to-credit transaction or an unequal exchange.¹⁴ Gharar refers to ambiguity or uncertainty in a contract that can lead to disputes. Maysir relates to elements of speculation and chance that harm one of the parties. These three elements are the main parameters in assessing the validity of contemporary economic transactions.

The principle of benefit (maṣlaḥah) is also the main goal in implementing sharia economic law. Every economic policy and practice is considered valid if it provides benefits, avoids harm, and maintains social and economic balance in society.¹⁵ This principle is relevant in assessing the use of modern technology as a means of economic transactions.

Modern buying and selling transactions often involve third parties as service providers, including in digital payment systems. In muamalah jurisprudence, the involvement of a third party can give rise to a wakalah contract, which is the delegation of power from one party to another to carry out a legal action. The wakalah contract is commonly used in transactions involving intermediaries or payment agents.¹⁶

¹⁰ Wahbah az-Zuhaili, *Al-Fiqh al-Islāmī*, h. 38.

¹¹ *Ibid.*

¹² Muhammad Daud Ali, *Pengantar Hukum Islam* (Jakarta: RajaGrafindo Persada, 2016), h. 54.

¹³ Wahbah az-Zuhaili, *Fiqh al-Islāmī wa Adillatuh* (Damaskus: Dār al-Fikr, 1985), h. 38.

¹⁴ Akhmad Mujahidin, *Hukum Perbankan Syariah* (Jakarta: PT RajaGrafindo Persada, 2016), h. 179.

¹⁵ Ahmad Mufah Khom, *Tinjauan Maqāṣid Syariah pada Arisan Kue Hari Raya dan Sembako*, Skripsi (Surabaya: UIN Sunan Ampel, 2022), h. 4.

¹⁶ Wahbah az-Zuhaili, *Al-Fiqh al-Islāmī wa Adillatuh*, h. 3865.

In addition to wakalah (the right to use a wakalah), digital payment transactions can also contain elements of an ijarah contract, particularly related to service fees charged by payment system providers. An ijarah contract is understood as a contract for the transfer of benefits from a service in exchange for a specific reward. The validity of an ijarah contract requires clarity of benefits, clarity of remuneration, and agreement between the parties.¹⁷ Therefore, setting service fees in digital transactions must be done transparently to avoid gharar (unlawful behavior).

Understanding the contract structure is crucial for digital transactions to be not only administratively valid but also sharia-compliant. Unclear contracts have the potential to create legal confusion and open up opportunities for violations of Islamic muamalah principles.

QRIS is a national standard for quick response code-based payments established by Bank Indonesia. QRIS is designed to simplify the digital payment system by integrating various payment service providers under one standard. This system enables cashless transactions using payment applications linked to the user's account or digital wallet.¹⁸

From a Sharia economic legal perspective, QRIS is positioned as a means of payment, not the primary contract in a sale and purchase transaction. The validity of a transaction remains dependent on the fulfillment of the pillars and conditions of the sale and purchase agreement between the seller and buyer. QRIS functions as a payment settlement medium, replacing cash in conventional transactions.

Several previous studies have shown that the use of QRIS and similar digital payment systems is acceptable under Islamic law as long as it does not contain elements of usury, gharar, and maysir.¹⁹ Payment technology is considered neutral and does not alter the essence of the sale and purchase agreement, as long as the transaction mechanism is transparent and fair.

Extensive research has been conducted on digital transactions and Islamic economic law, particularly regarding cashless arisan (social savings and credit), online buying and selling, and electronic payment systems. Research by Idris, Pangiuk, and Hafiz shows that modern muamalah practices are acceptable under Islamic law if they adhere to the principles of justice and mutual agreement between the parties.²⁰ Other research also confirms that technology only serves as a means, while the validity of the contract remains the determining factor.

However, studies specifically addressing the practice of buying and selling transactions using QRIS in rural communities are still limited. This situation indicates a need to fill the academic gap through research that comprehensively links the empirical practice of QRIS with the principles of Islamic economic law.

METHOD

This qualitative descriptive study understands the meaning, process, and social context behind²¹ the practice of buying and selling transactions through QRIS based on the principles of Islamic economic law. The study was conducted in Rejoagung Village, Jombang Regency, considering that the use of QRIS in buying and selling transactions has been implemented by local business actors and is used directly by the community in daily economic activities. The research subjects included business actors and consumers who conduct buying and selling transactions through QRIS. The determination of research subjects was carried out purposively by considering the direct involvement of the subjects in the transaction practices studied.²² Primary data were obtained through interviews and the buying and selling transaction process. Secondary data were obtained from supporting documents, Islamic economic

¹⁷ Dewan Syariah Nasional–Majelis Ulama Indonesia, Fatwa No. 02/DSN-MUI/IV/2000 tentang Tabungan (Jakarta: DSN-MUI, 2000).

¹⁸ Bank Indonesia, *Blueprint Sistem Pembayaran Indonesia 2025* (Jakarta: Bank Indonesia, 2019).

¹⁹ Safira Rahmawati dan Istianah, "Transformasi Arisan dalam Perspektif Hukum Ekonomi Syariah," *Jurnal Hukum Ekonomi Syariah* 5, no. 2 (2022): 99.

²⁰ M. Idris, Ambok Pangiuk, dan Ahsan Putra Hafiz, "Model Arisan Sembako....", h.47.

²¹ Lexy J. Moleong, *Metodologi Penelitian Kualitatif* (Bandung: PT Remaja Rosdakarya, 2017), h. 6.

²² Sugiyono, *Metode Penelitian Kualitatif* (Bandung: Alfabeta, 2020), h. 225.

law literature, scientific journals, muamalah fiqh books, regulations related to payment systems, and relevant fatwas.²³ Data were reduced and sorted according to relevance and analyzed descriptively.²⁴

RESULT

The use of QRIS in sales transactions in Rejoagung Village, Jombang Regency, has been implemented by a number of businesses, particularly in the micro and small business sector, such as grocery stores, food stalls, and daily necessities vendors. QRIS is used as an alternative payment method to cash and is familiar to most consumers transacting at the research site.

QRIS adoption in Rejoagung Village is supported by easy access to digital payment applications available on smartphones. Businesses generally obtain QRIS facilities through payment service providers that collaborate with banks or official financial institutions. This situation indicates that QRIS use in the research area has been integrated with the national payment system regulated by the financial authorities.

The QRIS sales transaction mechanism begins with an agreement between the seller and buyer regarding the goods and price. Once an agreement is reached, the buyer makes payment by scanning a QR code provided by the seller using a digital payment application. The payment is processed electronically, and funds are automatically transferred to the seller's account or digital wallet.

The transaction process takes a relatively short time and is accompanied by payment notifications received by both parties. Sellers can confirm the success of the transaction through notifications on the application or device they are using. This mechanism provides payment certainty without requiring direct cash transfers.

QRIS transactions involve several parties with distinct roles. The seller offers the goods and provides the QRIS payment facility. The buyer makes the payment using a digital payment application. The payment service provider acts as an intermediary, processing the transaction and channeling funds from the buyer to the seller.

The relationship between the seller and the payment service provider is based on a QRIS service agreement. This agreement governs the technical provisions for QRIS use, including payment mechanisms, service fees, and disbursement of funds. Businesses generally understand that QRIS usage incurs a service fee, which is automatically deducted by the payment service provider.

Businesses' understanding of QRIS is generally limited to the technical aspects of its use. Businesses perceive QRIS as a cashless payment tool that simplifies transactions and reduces the need for change. Understanding of the contract structure and legal implications of QRIS use remains relatively limited.

Consumer understanding of QRIS is also more practical. Consumers use QRIS because it is perceived as fast, easy, and secure. The legal aspects of Islamic economics in QRIS use are not yet a primary consideration for most consumers. This situation indicates that QRIS use in the research location is driven more by practical needs than normative considerations.

QRIS use in sales transactions in Rejoagung Village incurs a service fee set by the payment service provider. This fee is automatically deducted from the transaction amount before the funds are received by the seller. Business operators are generally aware of this service fee, although not all understand the detailed basis for its determination.

Businesses obtain information about QRIS service fees through their payment service providers upon registration. Cost transparency is a key factor in QRIS acceptance among businesses. No significant objections were found from businesses regarding service fees as long as transactions proceed smoothly and funds are received according to regulations.²⁵

²³ Burhan Bungin, *Metodologi Penelitian Sosial* (Jakarta: Kencana, 2015), h. 108.

²⁴ Matthew B. Miles dan A. Michael Huberman, *Qualitative Data Analysis* (London: Sage Publications, 2014), h. 21.

²⁵ Wawancara dengan pelaku usaha pengguna QRIS di Desa Rejoagung, Kabupaten Jombang, 18–20 November 2024.

DISCUSSION

The use of the Indonesian Standard Quick Response Code (QRIS) in buying and selling transactions is a contemporary muamalah phenomenon that cannot be separated from the development of payment system technology. From the perspective of Islamic economic law, the presence of new payment instruments must be positioned proportionally, namely as a *wasīlah* (means), not as a *maqṣūd* (objective) of the contract. The legal assessment of QRIS transactions does not rely on their technological aspects, but rather on the fulfillment of the pillars, conditions, and basic principles of the sale and purchase contract as applicable in muamalah fiqh.²⁶

The sale and purchase agreement in the QRIS transaction in Rejoagung Village demonstrates that an agreement between the seller and buyer occurs before payment is made. The object of the transaction, the merchandise, is clearly identified, the price is agreed upon, and payment is made after both parties have agreed. This demonstrates that the elements of *ṣīghat*, the subject of the contract, and the object of the contract have been fulfilled. Payment via QRIS serves only as a technical mechanism to fulfill payment obligations, thus not changing the substance of the existing sale and purchase agreement.²⁷

The legal relationship structure in QRIS transactions involves more than two parties: the seller, the buyer, and the payment system service provider. The involvement of this third party requires proper contract construction to avoid legal ambiguity. In muamalah jurisprudence, the relationship between the seller and the payment service provider can be constructed as a *wakalah* contract, which is the delegation of authority from the seller to the service provider to receive payment from the buyer. A *wakalah* contract is permissible as long as there is clarity regarding the representative, the recipient of the authority, and the object of the representation.²⁸ Field findings indicate that sellers consciously agree to the use of QRIS and are subject to the provisions of the payment service provider, so that the *wakalah* element can be said to be implicitly fulfilled.

In addition to *wakalah* (a *waqf*), QRIS transactions also contain elements of an *ijarah* contract related to service fees. Payment service providers receive compensation for their services in the form of transaction processing and fund disbursement. In muamalah jurisprudence, an *ijarah* contract is permissible if the benefits of the service and the amount of compensation are clearly understood by both parties.²⁹ The QRIS service fee, which is automatically deducted from the transaction amount, has been communicated to sellers from the initial registration for the service. This clarity demonstrates that the service fee meets the requirements of valid *ujrah* (usury) and does not fall into the category of prohibited additional fees.

An analysis of the *riba* (usury) elements in QRIS transactions shows that there are no additional fees required in the sale and purchase agreement. The buyer pays the agreed price without any excess payments that would unilaterally benefit the seller. The seller receives payment for the transaction value after deducting the service fee resulting from using a third-party service. The additional service fee is not associated with a deferred payment or an unequal exchange of *riba*-based goods, thus not meeting the criteria for *riba* as defined in muamalah jurisprudence.³⁰

The *gharar* aspect also requires a more in-depth analysis. *Gharar* in transactions relates to uncertainty that can lead to disputes or injustice. QRIS transactions demonstrate that the object of the sale, price, and payment mechanism are clearly known to both the seller and the buyer. Payment information is displayed in real time via digital notifications received by both parties. Potential uncertainty only arises in technical aspects of the system, such as network disruptions or delayed notifications. This level of uncertainty falls under the category of *gharar yasir*, which is tolerable because it does not diminish the clarity of the underlying contract and does not result in substantial loss.³¹

²⁶ Wahbah az-Zuhaili, *Al-Fiqh al-Islāmī wa Adillatuh*...., h. 38.

²⁷ Rohidin, *Pengantar Hukum Islam* (Yogyakarta: Lintang Rasi Aksara, 2016), h. 2.

²⁸ Wahbah az-Zuhaili, *Al-Fiqh al-Islāmī wa Adillatuh*, h. 3865.

²⁹ Akhmad Mujahidin, *Hukum Perbankan Syariah* (Jakarta: PT RajaGrafindo Persada, 2016), h. 179.

³⁰ Muhammad Daud Ali, *Pengantar Hukum Islam* (Jakarta: RajaGrafindo Persada, 2016), h. 54.

³¹ M. I. Affero, "Dinamika Konsep *Gharar* dalam Transaksi Keuangan," *Mal* (Jurnal Fakultas Syariah), 2024, h. 1–2.

Analysis of the elements of maysir (gambling) shows that QRIS transactions do not involve speculation or chance. Transactions are conducted based on a fixed value and do not depend on unpredictable events. There is no mechanism that provides unilateral benefits based on chance or coincidence. Therefore, elements of maysir are absent in QRIS transactions.

The principle of justice in Islamic economic law is also reflected in the use of QRIS. Sellers and buyers receive balanced benefits, namely ease of transaction for buyers and certainty of payment for sellers. There are no exploitative or coercive practices that harm either party. Service fees charged are proportional and known from the outset, thus not violating the principles of justice and transparency. This principle aligns with the objectives of Sharia to safeguard wealth (*ḥifẓ al-māl*) and create balance in economic relations.³²

The benefit (*maṣlaḥah*) aspect is a crucial consideration in assessing QRIS transactions. QRIS use provides tangible benefits in the form of transaction efficiency, reduced cash risk, and improved and more orderly financial record-keeping. These benefits are directly felt by businesses and consumers, including those in rural areas. This benefit aligns with the objectives of Islamic economic law, which emphasizes achieving benefits and preventing harm in muamalah activities. As long as QRIS use does not result in negative impacts that conflict with Sharia principles, its use can be deemed legitimate and permissible.

Based on this overall analysis, QRIS transactions in Rejoagung Village can be deemed to comply with the principles of Islamic economic law. The validity of the transactions is supported by the fulfillment of the pillars and conditions of the sale and purchase, the clarity of the *wakalah* and *ijarah* contracts, and the absence of elements of usury, excessive *gharar*, and maysir. QRIS, as a modern payment instrument, is acceptable in Islamic muamalah practices, provided the transaction mechanism is carried out transparently, fairly, and in accordance with Sharia provisions.

CONCLUSION

The practice of buying and selling transactions using the Indonesian Standard Quick Response Code (QRIS) in Rejoagung Village, Jombang Regency, demonstrated that QRIS is used as a cashless payment method, simplifying the transaction process between sellers and buyers. The transaction mechanism begins with an agreement on the object and price of the goods, followed by payment by scanning a QR code using a digital payment application. This transaction pattern confirms that QRIS functions as a payment settlement tool and does not alter the substance of the previously agreed upon sale and purchase agreement.

From the perspective of Islamic economic law, QRIS transactions essentially fulfill the pillars and requirements of a sale and purchase. The agreement of the parties, clarity of the object and price, and certainty of payment are all met in the transaction. The legal relationship structure involving a third party, namely the payment system service provider, can be constructed through *wakalah* and *ijarah* contracts, which are permitted in Islamic jurisprudence, as long as the provisions and mechanisms for their use are clear and transparent.

Analysis of the elements of *riba* (usury), *gharar* (gharar), and maysir (contractual activity) indicates that QRIS transactions do not contain elements prohibited by Islamic economic law. The service fees charged by payment service providers are compensation for services rendered and are not related to additional requirements in the sale and purchase agreement. The level of uncertainty that arises is purely technical and does not affect the clarity of the underlying transaction, and therefore can be tolerated in muamalah (religious transactions).

Based on these findings, it can be concluded that the use of QRIS as a payment instrument in sales and purchase transactions complies with the principles of Sharia economic law, as long as its implementation upholds the principles of fairness, transparency, and the willingness of the parties. The use of QRIS also benefits the public and businesses by increasing transaction efficiency and payment security. Strengthening business actors' and consumers' understanding of the contractual aspects and

³² Ahmad Mufah Khom, *Tinjauan Maqāṣid Syariah pada Arisan Kue Hari Raya dan Sembako*, Skripsi (Surabaya: UIN Sunan Ampel, 2022), h. 4.

Sharia implications of QRIS use is crucial to ensure that future digital transaction practices are not only technically effective but also normatively sound and in accordance with Islamic legal values.

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