

Implementation of Loan Agreement (*Qardh*) in the Financing Agreement Manuscript

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Received: 2024-March-04

Rev. Req: 2024-June-26

Accepted: 2024-July-25

ABSTRACT: *This article examines the implementation of the loan agreement (Qardh) in the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek. The problem is to see whether the form of the pillars and conditions of the loan agreement (Qardh) contained in the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek are following sharia law in the loan agreement or not. The research team obtained the data from the Documentation of the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek. Data analysis uses Miles And Huberman analysis, which includes data collection, data reduction, data presentation and drawing data conclusions. The results found that the form of the pillars of the loan agreement (Qardh) contained in the financing agreement manuscript at BPRS Haji Miskin Pandai Sikek is the existence of territory (rights), ma'uqud 'alaih, ma'uqud al 'aqd, and sighat al 'aqd. A statement from ijab and qabul expresses the contract terms. Thus, it can be concluded, according to economic jurisprudence, the text of the financing agreement at BPRS Haji Miskin Pandai Sikek follows Sharia law in the loan agreement.*

Artikel ini mengkaji tentang implementasi akad pinjam-meminjam (*Qardh*) pada Naskah Perjanjian Pembiayaan di BPRS Haji Miskin Pandai Sikek. Permasalahannya adalah melihat bagaimana bentuk rukun dan syarat akad pinjam-meminjam (*Qardh*) yang terdapat pada Naskah Perjanjian Pembiayaan di BPRS Haji Miskin Pandai Sikek apakah sudah sesuai dengan hukum syara' pada perjanjian pinjam-meminjam atau belum. Data penelitian diperoleh dari Dokumentasi Naskah Perjanjian Pembiayaan pada BPRS Haji Miskin Pandai Sikek. Analisis data menggunakan analisis Miles And Huberman yang meliputi, pengumpulan data, reduksi data, penyajian data dan penarikan kesimpulan data. Ditemukan hasil bahwa bentuk rukun akad pinjam-meminjam (*Qardh*) yang terdapat dalam naskah perjanjian pembiayaan di BPRS Haji Miskin Pandai Sikek adalah adanya wilayah (hak), *ma'uqud 'alaih*, *ma'uqud al 'aqd*, dan *sighat al 'aqd*. Sedangkan syarat akad diungkapkan dalam suatu pernyataan ijab dan qabul. Dengan demikian dapat disimpulkan menurut fikih ekonomi naskah perjanjian pembiayaan di BPRS Haji Miskin Pandai Sikek sudah sesuai dengan hukum syara' pada perjanjian pinjam meminjam.

Keywords: *Loan Agreement, Qardh, Financing Agreement.*

I. INTRODUCTION

Contract problems often occur in sharia transactions. One of the problems is in an agreement when both parties each want to carry out a transaction. The problem lies in the inconsistency of the contract or the abandonment of one of the pillars of the contract, thus making the contract invalid because some pillars and conditions are missing, whether intentionally or not, which can lead to disputes. The contract in a transaction must be fulfilled and maintained as a joint commitment. The contract is the basic reference if a dispute occurs between the parties to obtain a resolution and a way out of the dispute (Karjuni et al., 2022; Sari, 2023). This is following the report by kumparan.com in December 2022 written by Larasati Azzahra Pratiwi regarding financing contract agreements in Sharia Banking, which states that there are still violations of agreements with parties who will transact at BPR Syari'ah, for example, cases of contract cancellations that are not continued. And contracts that are revoked and not continued (Nastiti, 2022; Pratiwi, 2022).

In determining the pillars of *qardh*, according to Hanafi scholars, there are two pillars of *qardh*, namely *ijab* and *qabul*, namely the pronunciation that gives meaning to *ijab* and *qabul* by using *muqaridah mudhabarah*, or words that have the same meaning as the contract. According to most scholars, there are three pillars of *qardh*: first, two people who make the contract; second, capital; and third, *ijab* and *qabul (sighat)*. Syafi'iyah scholars further detail the pillars into capital, work, profit, *sighat*, and two people who make the contract (Bachrong et al., 2019; Taefuri & Khusurur, 2023).

Many studies have been conducted examining contracts and agreements. Several articles discuss contracts at Sharia Financial Institutions at BPR Syari'ah. First, review the implementation of the credit agreement (Danialsyah et al., 2023; Pramana et al., 2022); second, in terms of drafting agreement texts at BPR Syari'ah (Maulana et al., 2021); and third, analysis of problematic financing agreements. So far, studies have yet to examine implementing the loan agreement (*Qardh*) in the financing agreement document at BPR Syariah.

This study examines the implementation of the loan agreement (*Qardh*) in the Financing Agreement Manuscript at Islamic Financial Institutions. The research conducted at BPR Syariah Haji Miskin Pandai Sikek, Tanah Datar Regency. In this study, the following research questions were asked: 1) What is the form of the pillars of the agreement contained in the financing agreement manuscript at BPR Syariah Haji Miskin Pandai Sikek; 2) What are the terms of the agreement contained in the financing agreement manuscript at BPR Syariah Haji Miskin Pandai Sikek.

A study on the implementation of the loan agreement (*Qardh*) in Islamic Financial Institutions regarding the Financing Agreement Manuscript at BPR Syariah Haji Miskin Pandai Sikek needs to be conducted because this study provides a description of the form of pillars and conditions of the loan agreement (*Qardh*) contained in the financing agreement manuscript at BPR Syariah Haji Miskin Pandai Sikek and provides views related to the financing agreement implementation system.

II. METHOD

This research is a field research with a qualitative approach. This research conducted at BPRS Haji Miskin Pandai Sikek. The data collected were obtained from the documentation of the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek. Data analysis using Miles and Huberman analysis, which includes data collection, data reduction, data presentation, and drawing data conclusions. The data collected from viewing the Financing Agreement Manuscript are pillars and conditions in the loan agreement (*Qardh*). After that, the data reduced into two. First, data on the form of pillars of the loan agreement in the form of territory, *ma'uqud 'alaih*, *mau'qud al 'aqd*, *sighat al 'aqd* consisting of *ijab* and *qabul*. Second, data in loan agreement conditions in the form of *tamyiz* and parties. After that, the data above are presented and discussed using references to classical and contemporary economic fiqh views. Then, we conclude from the data above after discussing classical and contemporary views on economic jurisprudence (Guba & Lincoln, 1994; Hashemnezhad, 2015; Ikhwan, 2021).

III. RESULT AND DISCUSSION

Qardh/qirad is a form of trade cooperation agreement. The Hijaz community refers to it as "*qirad*," while the Iraqi community uses the term "*mudharabah*." Thus, *qirad* and *mudharabah* have the same meaning. *Al-qirad*, according to language, is taken from the word *al-qardh*, meaning *al-qat'u* (cutting), because the owner gives a cut or part of his property is handed over to the entrepreneur so that his property can be traded. The entrepreneur will provide the profit obtained according to the agreement. According to the *fuqaha*, *qardh* is an agreement between two people who are mutually responsible; one party hands over his property to the other party to be traded with a predetermined portion (Saputra et al., 2021).

The contract is a binding agreement based on *ijab-qabul* based on Sharia law that impacts its object. The contract is defined as the relationship between *ijab* and *qabul* in accordance with the will of sharia, which determines the influence (consequences) of the law on the object of the contract (Azis et al., 2021). The classification of contracts includes *wadi'ah* contracts, *mudharabah* contracts, *musyarakah* contracts, *murabahah* contracts, *salam* contracts, *istishna'* contracts, *ijarah* contracts, *ijarah muntahiyah bit tamlik* contracts, and *qardh* contracts. In this study, the contract that will discuss is the *murabahah* contract at BPR Syari'ah Haji Miskin Pandai Sikek.

The Agreement Manuscript is a legal relationship in the form of assets between two or more people based on which one party has the right (the creditor), and the other party is obliged (the debtor) for an achievement. Some say a relationship means an act or action to bind each other between two parties based on an agreement. This means that the parties agree to enter into a relationship and agree on things that have been desired by one party and also desired by the other party, where the relationship gives rise to rights and obligations (Ningsih et al., 2023; Romdhoni et al., 2020).

Form of the pillars of the loan agreement (Qardh) contained in the BPR Syariah Pandai Sikek Financing Agreement Manuscript

From the results obtained after reading and viewing the contents of the Financing Agreement Manuscript at BPR Syari'ah Haji Miskin Pandai Sikek, the following forms of the pillars of the loan agreement (*Qardh*) were found:

1. The existence of territory, namely the right or authority of a person who has received Sharia legalization to carry out transactions or certain objects. This means he is a transaction object's original owner, guardian or representative. In the text of the agreement, it is stated:

"I hereby give authority to Santi Fauzia to carry out this legal action acting on her own behalf, residing in Bukik Gombak Situak Kenagarian Mungo, Luak District, Limapuluh Kota Regency. For and on behalf of the grantor, authorized to purchase movable/immovable goods in retail oil, flour, sugar and coconut with a total price of IDR 3,000,000 (Three Million Rupiah). For this reason, those who are given a power of attorney are authorized and obliged to carry out purchase transactions for the goods in question at a known shop, hand over the payment money, receive the purchase invoice/receipt and submit the purchase invoice to the person giving a power of attorney. (BPR Syari'ah Haji Miskin; Financing Agreement No: 00577/MRH/3000/X/V-2023)

2. Ma'uqud 'alaih namely the objects that will be contracted in this case are:

"Retail oil, flour, sugar and coconut" (BPR Syari'ah Haji Miskin; Financing Agreement No: 00577/MRH/3000/X/V-2023)

3. Maudhu' al'aqd in the form of the main aim and purpose of entering into a contract.

"Aimed at business capital loans..." (BPR Syari'ah Haji Miskin; Financing Agreement No: 00577/MRH/3000/X/V-2023)

4. Sighat al 'aqd namely ijab and qabul, is an explanation spoken by the person making the contract as an illustration of his will in entering into the contract. In the text of the financing agreement, it is found:

Ijab; DINI EKA PUTRI as Branch Manager of PT. BPR Syariah Haji Miskin Payakumbuh Branch, in this case, acts in the above position for and on behalf of PT. BPR SYARIAH HAJI MISKIN, domiciled in Pandai Sikek, Pandai Sikek Regency whose articles of association are contained in the deed of establishment dated 10-01-2003 No.09, made before YUDO PARIPURNO, Bachelor of Laws, Notary in Jakarta, whose Articles of Association have been approved by the Minister Justice and Human Rights of the Republic of Indonesia based on its Decree dated 03-10-2003 Number: C-23478 HT.01.01.TH.2003 and its articles of association have undergone several changes, the last of which was amended by deed dated 30 March 2022 Number 182 made before Notary MARLINA, S.H, in Tanjung Pati-Regency. Fifty cities have received approval from the Minister of Justice and Human Rights of the Republic of Indonesia based on his Decree dated 14 April 2022 Number: AHU-AH.01.09-0004968" (BPR Syari'ah Haji Miskin; Financing Agreement No: 00577/MRH/3000/X/V-2023).

Qabul: After reading and understanding the regulations in force at BPR Syariah Haji Miskin, I, the undersigned: Santi Fauzia, declare that I am willing: If my business is successful, I will channel donations from some of my assets to BPR Syariah Haji Miskin, in order to help entitled *mustahik* and Islamic da'wah and education activities, if I am in arrears of more than two instalments then I am willing to provide collateral / my property to be sold, and the proceeds of the sale are used to pay off my debt to BPR Syariah Haji Miskin and comply with applicable regulations at BPR Syariah Haji Miskin" (BPR Syari'ah Haji Miskin; Financing Agreement No: 00577/MRH/3000/X/V-2023).

From the documentation results listed above, the author found that the pillars of the loan agreement (*Qardh*) contained in the Financing Agreement Manuscript at BPR Syariah Haji Miskin Pandai Sikek include the territory, *Ma'uqud 'alaih, Maudhu' al'aqd, Sighat al 'aqd* in the form of *ijab* and *qabul*.

The terms and conditions of the loan agreement (Qardh) contained in the BPR Syariah Pandai Sikek Financing Agreement Manuscript

Every contract determined by sharia has conditions that must be fulfilled. In the financing agreement text at BPR Syari'ah Haji Miskin Pandai Sikek, there are the following contract terms *Tamyiz* and Spelled out as a party.

So the terms of the contract in the BPR Syari'ah Pandai Sikek Financing Agreement Text are expressed through consent and *qabul*:

Ijab: DINI EKA PUTRI, SE as Branch Manager of PT. BPR Syariah HAJI MISKIN Payakumbuh Branch, in this case, acting in the position mentioned above for and on behalf of PT. BPR Syariah Haji Miskin, domiciled in Pandai Sikek, Pandai Sikek Regency, whose articles of association are contained in the deed of establishment dated 10-01-2003 No.09, which was made before YUDO PARIPURNO, Bachelor of Laws, Notary in Jakarta, whose Articles of Association have been approved by the Minister Justice and Human Rights of the Republic of Indonesia based on its Decree dated 03-10-2003 Number: C-23478 HT.01.01.TH.2003 and its articles of association have undergone several changes, the last of which was amended by deed dated 30 March 2022 Number 182 made before Notary MARLINA, S.H, in Tanjung Pati-Regency. 50 cities, and has received approval from the Minister of Justice and Human Rights of the Republic of Indonesia based on his Decree dated 14 April 2022 Number: AHU-AH.01.09-0004968 (BPR Syari'ah Haji Miskin; Financing Agreement No: 00577/MRH/ 3000/X/V-2023).

Qabul: After reading and understanding the regulations in force at BPR Syariah Haji Miskin, I, the undersigned: Santi Fauzia, declare that I am willing: If my business is successful, I will channel donations from some of my assets to BPR Syariah Haji Miskin, in order to help entitled *mustahik* and Islamic da'wah and education activities, if I am in arrears of more than two instalments then I am willing to provide collateral / my property to be sold, and the proceeds of the sale are used to pay off my debt to BPR Syariah Haji Miskin and comply with applicable regulations at BPR Syariah Haji Miskin (BPR Syari'ah Haji Miskin; Financing Agreement No: 00577/MRH/3000/X/V-2023).

From the results listed above, the author found that the conditions for the loan agreement (*Qardh*) contained in the Agreement Manuscript at BPR Syari'ah Haji Miskin Pandai Sikek

include *Tamyiz* and Spelled out parties, which are then expressed in a statement of *ijab* and *qabul*.

From the results of the author's research, the form of pillars and conditions of the loan agreement (*Qardh*) at BPRS Haji Miskin Pandai Sikek is a form of valid agreement in lending and borrowing (*Qardh*). *Qardh* is an agreement between two people who are mutually responsible; one party hands over his property to the other party to be traded with a portion that has been determined in advance. As referred to in the DSN-MUI Fatwa Number: 19/DSN-MUI/IV/2001 concerning *Qardh*, 1) Not as a means or complement to other transactions in products that aim to obtain profit; 2) *Qardh* agreements carried out as a means or complement to other transactions that use *mu'awadhah* agreements (exchange and can be commercial) in products that aim to obtain profit.

The application of the loan agreement (*Qardh*) in the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek is one of the things that needs to pay attention to the completeness of the pillars and conditions of the agreement. The loan agreement was carried out only as a formality in the past, and no attention was paid to its completeness. However, in the current era, the loan agreement (*Qardh*) in the Financing Agreement Manuscript has paid attention to the completeness of the pillars and conditions of the agreement (Syamsoni, 2020).

The implementation of the loan agreement (*Qardh*) in the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek above has shown that the fatwa is explained to ensure that the form of the pillars and conditions of the loan agreement (*Qardh*) do not harm the two parties to the agreement. Therefore, the implementation of the loan agreement (*Qardh*) in the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek carried out by the first party (BPRS Haji Miskin Pandai Sikek) and the Second Party (Borrower), by knowing the form of the loan agreement is valid according to economic jurisprudence (Dzahin & Permana, 2023).

Because the form of the pillars and conditions of the loan agreement have fulfilled the valid requirements of the loan agreement (*Qardh*), four conditions must be met so that the pillars of the loan agreement can be valid and protected by law. First, the territory, then *Ma'uqud 'alaih*, *Maudhu' al'aqd*, and *Sighat al 'aqd* in the form of *ijab* and *qabul*. The valid requirements of the loan agreement (*Qardh*) are in the form of *tamyiz* and the parties are stated through *ijab* and *qabul*. It can be seen that the form of the pillars and conditions of the loan agreement for the implementation of the loan agreement (*Qardh*) in the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek is by paying attention to and completing the valid requirements of the loan agreement (*Qardh*) where the requirements are in the form of *Tamyiz* and the parties are stated, then expressed in a statement of *ijab* and *qabul*. The implementation of the loan agreement (*Qardh*) in the Financing Agreement Manuscript at BPRS Haji Miskin Pandai Sikek is carried out by helping borrowers to obtain financing and also helping conventional banks to obtain cash funds and helping BPRS Haji Miskin Pandai Sikek to be better at implementing the loan agreement (*Qardh*). The classical loan agreement (*Qardh*) generally only uses the principle of formality and is prohibited from committing falsehood (fraud), which eliminates the completeness of the pillars and conditions of the loan agreement that are valid according to law (Azni et al., 2022; Taufiq et al., 2023).

IV. CONCLUSION

From the results of research examined by the author, it can be concluded that the agreement text is in the form of a relationship, which means deeds or actions to bind each other between two parties based on an agreement. This means that the parties agree to enter into a relationship and agree on the things that one party wants and that the other party wants, where the relationship gives rise to rights and obligations. In a financing agreement, there are sharia laws, namely that it must be under the pillars and terms of the contract. The pillars of the contract contained in the BPR Syari'ah Pandai Sikek Financing Agreement Document include Territory (rights), *ma'uqud 'alaih*, *ma'uqud al 'aqd*, and *sighat al 'aqd*, the terms of the contract in the BPR Syari'ah Financing Agreement Document Pandai Sikek is expressed through statements of consent and qabul. Based on the above, it can be seen that the pillars and conditions in the Financing Agreement Manuscript at BPR Syari'ah Haji Miskin Pandai Sikek have fulfilled the sharia law. This is under the pillars of the contract, namely the existence of a territory, *ma'uqud 'alaih*, *ma'uqud al 'aqd*, and *sighat al 'aqd*, then with the conditions of the contract expressed through the statement of ijab and qabul. In line with that, according to the research conducted by the researcher, the results were found, namely, according to economic fiqh, the agreement manuscript at BPR Syari'ah Haji Miskin Pandai Sikek is permissible because it is under the sharia law in the financing agreement.

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