

Terms and Conditions Applicability Muamalat

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ABSTRACT

Aspect this elaborate agreement with the free, prohibition of usury and avoidance gharar, avoidance qimar and maisir, as well as suitability contract with maqashid sharia All studies This concludes that arrangement contracts are very important for efficacy, Muamalat, and ensuring obedience to internal sharia principles in transaction finance. Method This collects data through related literature, with agreement from Muamalat, like books, journals, and scientific articles. Research results this is a) Consent with the free method agreement That made for fulfillment the will of the parties in agreement, and it is compatibility between them to fulfill obligations with those shown with imitation, writing, moving hand, or act. b) Prohibition of usury and avoidance gharar is a prohibition to protect treasure from loss and the loss of enmity arising in people from this type of sale. c) Avoidance Qimar and Maisir is a game that has gains and losses for perpetrators of crime. d) A compatibility contract with Maqashid Syari'ah is a contract. No one can be opposed to the general public's interest.

Keywords: Terms, Conditions, Muamalat

INTRODUCTION

Mature Islamic economics is developing rapidly, so that the existence of institutions in Islamic finance, particularly Islamic banking, is becoming a need for Muslims, even in a practical sense for many non-Muslims joining the world. Islamic banks as investors and customers are motivated by their pure-based advantage; however, they believe Islamic banks offer more security for their money and more stand to decline economics carried out below Islamic law, so contracts made their own consequences secular.

Commodities produced by Islamic banks are not free of the trading process, which is called 'aqd' in Language jurisprudence (Muamalah), and the plural form is Commodities produced by Islamic banks are not free of the trading process, which is called "aqd" in language jurisprudence (Muamalah), and the plural form is al-'uqud. Islamic law, as one source material, is a raw explanation of national law, containing complete universal principles. Principles are used to formulate law nationally, especially in the field of contract law.

This refers to its function as a form of concrete sharia banking. Things that are considered important in application principles law Sharia contract against laws and regulations related to government with Sharia banking include use principles in clause contracts and usage principles in daily Sharia banking, as well as Shariah compliance with implementation and application principles, and it is also appropriate with Indonesian law.

The involvement of Islamic banks as institutions to finance various types of Islamic commercial contracts All parts of the contract must adhere to clear Shariah principles and guidelines. Islam also regulates conditions of engagement (akad) when doing activity

muamalah. Naturally, provision in agreement also applies for activity institutions in Islamic finance, including Islamic banking.

because the studies presented in the article This, based on the explanation above, is a draft agreement contractual in validity. Aspect This elaborate agreement with the free, prohibition of usury and avoidance gharar, avoidance qimar and maisir, as well as suitability contract with maqashid sharia.

Literature Review

a number of studies and studies References have been made about drafting contracts and their effectiveness by Muamalat, among others:

1. "The Role of the Akad in Islam in Finance: Theory and Practice by Mohammad Omar Farooq Studies This study examines contracts in the context of Islamic finance and how contracts can ensure obedience to Sharia principles in transaction finance.
2. Muhammad Akram Khan, "Legal and Shariah Contracts in Islamic Finance," Study This explores aspects of law and Sharia from contract Islamic finance and how contracts must obey principles. Muamalah, what happened?
3. Mahmoud A. El-Gamal, Principles of Contracts and Transactions Islamic Finance Studies This explores the principles of contract in transactions. Islamic finance and how contracts This must reflect principles of justice and equality in the second split party.
4. Islamic Law of Contracts by Mashood A. Baderin Study This article explains Islamic contract law and how contracts in transaction finance must be in accordance with sharia principles.
5. "Akad Islamic Banking: Types and Models" by Munawar Iqbal and Philip Molyneux Study This article explains the types of contracts in Islamic banking and how contracts must fulfill applicable sharia principles.

All studies This concludes that arrangement contracts are very important For efficacy, Muamalat, and ensuring obedience to internal sharia principles in transaction finance. A contract must adhere to the applicable Muamalat principle, which includes justice and equality for the second party. Next, any dispute or difference of opinion must be resolved in a consistent way with Sharia law.

RESEARCH METHOD

Methods of research that can be used to investigate arrangement contracts related to effectiveness, Muamalat searches the literature. Method This collects data through related literature, with agreement from Muamalat, like books, journals, and scientific articles. With this method, researchers can study various theories and concepts related to making contracts in Muamalat reviewed from Islamic law and their application to Islamic banking.

RESULTS AND DISCUSSION

a. Free Mutual Consent

Principles of freedom contract in English are freedom contract and the autonomy of the parties. Arabic: mabda' hurriyah al-tta'qud. With this, the principle of freedom contracted states that everyone is free to make something contract, regardless of whether it is in accordance with law. Whereas according to Sjahdeini (1993), principle (basically means unlimited.

In English, "contract" means an agreement between two people or more causing an obligation to do or not do something certain. Obligation together in A containing letter

agreement second split party on conditions something contracts and documents something commitment a contract is an agreement between two or more people to do or not do something.

Contract because that owns the elements following: the subject agreed; obligation back the main feature of a contract is that it contains the text agreement of the parties, including terms and conditions, and proves that lots of obligation. The 1945 Constitution and the Civil Code (KUH Perdata) do not in a manner firm state application principle freedom contracted to contract done based on law Indonesian positive.

However, this No means that principle freedom contracted No based on Basically, at least, it can be pulled from Article 1329 of the Civil Code. Chapter This arranges that everyone can make an agreement except the Constitution's set capacity law. Article 1332 concludes that everyone is free to stage a contract so far as concerns valuables and economics.

From Articles 1320 (4) and 1337, it was concluded that everyone is free to enter into an agreement, except for powers prohibited by law or contrary to decency and order in general. From the information above, it is clear that the Indonesian Civil Code and regulations contain other provisions about principle freedom.

stated that the Civil Code has no load mandatory clause or forbid somebody For stage something agreement or oblige or forbid somebody for stage something agreement. Application principle: consensus by law The Indonesian treaty regulates freedom this way. According to agreement contractual Islam, in fact, there are no firm limits about How an agreement can be formed.

Existence agreements can be studied with a number of principle Muamalat in Islam. First, shape Muamalat is permissible, except for what is prohibited in the Qur'an and hadith. Second, Muamalat is a volunteer without coercion. Third, Muamalat Already ends and bases consideration on giving benefit to society and avoiding harm. Fourth, Muamalat is done to enforce justice and eliminate injustice.

And Gharar (full cunning). One key factor in forming something agreement is the existence of an element will between the parties who make the agreement. Party second stage agreement with party first and each other's agreement It needs to be understood that meeting a second split party is form cooperation. For reaching the continuity syara ' desired by both split parties.

A contract is not only shaped by relationships made up of two words; on the other hand, someone's words can be used to disclose other people's intentions. In fact, the contract also appeared through the existence of a bond between the two substituting actions: position, speak, and get understood by both parties. Based on the description above, it can be understood that the method agreement that is made is fulfillment of the will of the parties in agreement, and it is compatibility between them to fulfill obligations with those shown with impersonation. write, move your hand, or act.

A contract can be binding on the parties If the conditions are fulfilled. The two most basic pillars of agreement are Ijab and Qabul, because that's the essence of agreement, which is an achievement agreement between two parties, where action somebody takes as a statement will Something will be made in the form of a deed, which is commonly called an agreement. This action is also considered a declaration of the parties' intention to obey requirements.

For example, who will become customers of PLN, TELKOM, PDAM, and others? The contract contained therein is sufficient for submitting a written request to the company. Moments fulfill content contracts, one person is enough to fulfill needs for companies, and companies serve needs for consumers. The forms of agreement above represent the intention of the second split party, which in itself leads to an agreement between them.

Something agreement is something based on habits. That something deed (deed) is considered agreed upon something agreement. practice can and can be made base law throughout No violate Syara. Because of the law's origin, Muamalat is change and not gift explanation detailed about steps implementation, and after that, its application returns to practice in general.

1. Prohibition Riba and Avoidance Gharar

The Qur'an forbids usury in four different verses. The first stanza (QS ar-Rum [30]: 39) was revealed in Mecca, and three other paragraphs were revealed in Medina (QS to Nisa' [4]: 161, QS Ali Imran [3]: 130–132, and QS al-Baqarah [2]: 278–279). The first step is to reject the idea that loan sharks, in a manner inherent in creating wealth, help those who need it more near or taqarrub to Allah SWT. QS ar Rum Firman Allah SWT [30]: 39.

Usury is depicted as something wrong, and reaction is hard against the Jews who eat usury. QS An-Nisa Firman Allah SWT' [4]: 160–161. Usury level three is forbidden. Because associated with multiple sums Stage This show of usury in the word of Allah SWT exists in QS Ali Imran [3]: 130. Stage lastly, verse usury, sent down by Allah SWT, which is firm forbid take goods addition as replacement loan.

Ibn Hajar al-Haitami also has the same definition and delivers an explanation of how to carry on that activity. Usury usually adds scales, which is not in line with syara ', and postpones something when exchange goods happen.

On the basis of this, the emphasis is on the giving of the Dharma or law. Word of Allah SWT in QS Al-Baqarah [2] verses 278–279 Based on the explanation in the verses above, it is clear that Allah and His Messenger have declared war against the leeches land. It also delivers the paragraph following: Please understand that the Quran differentiates between draft sale, buying, and usury, forbidding believers to accept balance usury and ordering them to accept only trees from borrowed property without any addition whatsoever.

It also delivers waivers, if allowed, to borrowers with tough requirements. Apparently, the Apostle has forbade usury in a manner explicit. The Apostle not only forbade usury but also condemned those who offered usury, those who did transactions (Ribawi), and those who witnessed them. kindly, literally, usury means rise, grow, breed, grow, or grow.

However, Islam does not forbid all forms of additional capital transactions or substantial Profits earned in business can also increase the value of invested capital, though profit is not forbidden in Islam. Which one is really forbidden in Islam? The most appropriate person to answer this question is the Prophet himself.

Rasulullah has confirmed and explained that all types of loans, including those with credit element interest, simple gifts, services, or possible conditions to fulfill the interest giver, are unlawful. Prophet's response to matter This is a statement that, as people generally understand, will all at once concern Something will be made in the form of a deed, which is commonly called an agreement.

This action is also considered a declaration of the parties' intention to obey requirements. For example, who will become customers of PLN, TELKOM, PDAM, and others? The contract contained therein is sufficient for submitting a written request to the company. Moments fulfill content contracts, one person is enough to fulfill needs for companies, and companies serve needs for consumers.

The forms of agreement above represent the intention of the second split party, which in itself leads to an agreement between them. Agreement is something based on habits; the act (deed) is agreement on something. practice can and can be made base law throughout No

violate Syara. Native law Muamalat is Muba (Muba), and because there are no instructions given about procedure implementation and execution associated with enforced practices,

According to Arabic, al-gharar means al-khathr (bet). On the contrary, according to Shaykh As-Sa'di, al-gharar are al-mukhatharah (gambling) and al-jahalah (darkness). This includes the category of gambling. From the description, it is clear that sell buy gharar means all those that don't, such as betting or gambling, which according to Islamic law is sell buy gharar forbidden.

Fuqaha (experts in fiqh) including Zamir Iqbal have different opinions on how to define the term gharar. A number of definitions are

- Al-Shirazi from School Shafie states that gharar is something that isn't known or hidden (a result or effect);
- Imam al-Sarakhsi also explained that gharar is something containing a hidden consequence.
- Imam al-Qarafi from The Maliki school says that gharar is a dangerous thing to get.

Based on the words of the Prophet Muhammad SAW in the Hadith of Abu Hurairah in system gharar (sell-buy), there is consuming elements rightfully belonging to others. However, God forbids consuming the property of others. Ibn Taymiyyah explains that the base prohibition of gharar sell buy is a prohibition of Allah in the Koran, i.e., prohibition of eating people's property for lying.

Prohibition is also strengthened with prohibition staked in the word of Allah, QS al-Ma'idah [5]: 90. As for Gharar sell buy, according to Shaykh al-Sa'di, it is included in the category of gambling. Ibn Taimiyah Alone state trades birds in the air, nurtures camels and slaves, sells fruit before it appears, and buys Al-Hashsa related with Gambling is prohibited by Allah in the Qur'an.

Prohibition trade Because risk stakes and feuds against the aggrieved That can cause big damage to your opponent. Prohibition is also included. Meaning to protect treasure from loss and loss enmity arising in people from this type of sale. Knowing rule gharar is very important Because Lots of problems in trading originate from uncertainty and the element of gambling involved.

2. Avoidance: Qimar and Maisir

Judy (mair) usually represents more game luck than game skill. Game luck is usually motivated by joy and lots of gifts; however, incentive-mmotivated transactions carry a big own risk. We know that Maysir has been practiced in Arabic since the Jahiliyah era for helping and giving to those in need.

The Qur'an is clear in its cursed treatment of this Because of that the intention is to forbid the method of gambling used to help those in need, with no good reason to accept reward as a replacement for gambling (maisir). The difference between gambling and gharar in trading is clear, which is why economists realize both. Maisir and Qimar are two words that mean the same thing in Arabic: gambling.

this like QS al-Ma'idah [5]: 90, with the word "al- azlaam " means child arrows that don't hairy. The Jahiliyah Arabs use child arrows, not hairy for determine whether you will do something deed or not. The method is to get three kids arrows that don't use fur. After each do, "don't do anything ", and "don't do whatever ", the third is left empty, placed in a place, and stored in the Kaaba.

If they want to do something, they ask Guard Kaaba to bring their arrow. It's up to you; they Want to do something, according to the script that hit the arrow. If arrows are drawn blank,

raffle is repeated very again. Definition Maisir and Qimar, including the opinion of Ibrahim Anis Maisir and Qimar state that That is involving a game bet from second split parties (muraahanah).

According to al-Jurjani, gambling is a game Where something (in the form of material) must move from the losing side to the winning side. Related to the matter mentioned, Yusuf al-Qardawi says in Halal and Haram that gambling is a game that has gains and losses for perpetrators of crime. A number of definitions actually complete each other and get a complete definition of maisir or qimar in a manner of wholeness.

So, Maisir and Qimar are all games involving stake (property or material) where the winning side accepts treasure or material from the losing side. Because of that, gambling has three elements: (a) There exists a lucky bet or significant bet (originating from a bet by a second split party); (b) There exists a game used to determine winners and losers; (c) The winner stakes (more cheaply) their wealth (partial, whole, or multiples), while the losers lose their wealth.

Maisir or Qimar, in a manner, literally means gambling. Technically, this is a game where you have to draw something (in the form of a ticket lottery) for the winning side.

3. suitability Contract with Maqashid Shari'ah

Asy-Shariah, also called asrar ash-Shari'ah among Ushul-Fiqh scholars, namely, the purpose and mystery behind established laws syari'ah give benefit to people both in the world and benefit for people human. In a world that will come, Maqashid asy-Shari'ah is the essence of main Islamic law, and the purpose of Allah SWT in communicating the law to man is to make it happen. There are a number of objective main Ash-Syatibi mentioned, one of which is protection.

In matters of agreements and contracts, employers are very concerned about consumer trust. because, in part, big perpetrator businesses do all they can to build trust and become a magnet for consumers. Embryo-safe transactions (contracts or aqd) according to the Qur'an and Hadith the whole implementation transaction is intended to remove various cheating and form impact bad others that arise from the transaction.

A contract is the beginning of something trading that, if done fairly, will bring legal benefits and blessings. Transaction fiqh al-mu'amalat or aqd is the connection or meeting between consent and qabul that gives rise to consequence law. A contract is a deed of law between two parties. Because aqd consents to represent one's will party, and qabul represents the will party of another.

Objective aqd is to produce consequence law; more specifically, goals aqd are objectives jointly fought for and realized by the implementing parties. Sharia orders are intended to reach various objectives and benefit people. Sharia objectives are emphasized in Lots of texts of the Qur'an and Sunnah. According to Sharia, every contract or transaction that excludes either from the objective is canceled.

It is clear that in all transactions, the fellow man must be respected. The rights of Allah SWT Sharia also apply to related matters that interest the public in a whole. In this matter, they are in accordance with the right public according to modern regulations. because it, contract No, can be contrary to the interest of the public broad.

CONCLUSION

A freedom contract is freedom. For determining form, consider contract based on general Islamic statement. Texts of the Koran and the Sunnah of the Prophet, as well as principles of fiqh, show that Islamic law follows the principle of freedom contracted. Most of the fiqh scholars agreed that consent (will) is a birth contract. As for usury, the Prophet forbade it, and it is also disgusting for people who do addition (usury), the person who does transaction ribawi, and people who witnessed transaction ribawi.

kindly, literally, usury means rise, grow well, grow, or grow. In system trading, there is an element of eating other people's wealth in vain. God forbid eat the property of others in vain. Prohibition trading was applied because of worries about betting on people's hurt and enmity. This means you can do lots of damage to your opponent.

Prohibition is also included. Meaning to protect treasure from loss and loss enmity arising in people from this type of sale. Knowing rule gharar is very important Because Lots of problems in trading stem from uncertainty and the element of gambling involved. Maisir and Qimar are all games involving stakes (property or material) where the winning side accepts treasure or material from the losing side.

Because of that, gambling has three elements: (1) there is a bet asset or material (derived from the second split gambling party); (2) There is a game used to determine winners and losers. (3) The winner stakes (more cheaply) its properties (partially, completely, or double), while the loser loses the properties. Maysir or Qimar, in a manner, literally means gambling.

Technically, this is a game in which the losing side is interested in something (in the form of a ticket lottery) for the winning side. In the end, a consistency agreement with Makassid Sharia means that Sharia law is addressed for various purposes for good people. Sharia objectives are emphasized in Lots of texts of the Qur'an and Sunnah.

Every agreement (contract) or agreement that excludes either from the objective This is a cancelled Sharia opinion. It is clear that in all transactions, the fellow man must be respected. Allah's sharia laws also apply to those concerned with the public's broad interest.

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