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A Legal Analysis of Debt Relations from the Perspective of the Qur'an and Indonesian Positive Law

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ABSTRACT. This study examines debt settlement practices in society from the perspectives of the Qur'an and Indonesian positive law. It employs a literature review and statutory approach, with qualitative analysis presented descriptively. The findings reveal that debt is comprehensively regulated in QS. Al-Baqarah (2:282), known as the *mudayanah* verse, which situates debt within commercial transactions, prohibits usury, and encourages almsgiving as part of broader *muamalah* (civil relations). Debt should not be narrowly understood as mere borrowing, but as encompassing all legal engagements arising from agreements, transactions, and reciprocal relations. Normatively, debt constitutes an obligation that must be fulfilled by the debtor, even taking priority over inheritance distribution upon death. However, in practice, debt relations risk leading to usury. Therefore, the Qur'an provides ethical guidance, including granting repayment extensions or partial/complete debt relief for debtors facing hardship. Overall, debt regulation reflects a balance between compassion and responsibility in managing wealth, serving both social harmony and spiritual objectives. These principles remain relevant and can be implemented by Indonesian Muslims in alignment with the existing legal framework.

KEYWORDS: Debts, *Mudayanah* Verse, Indonesian Law, *Muamalah*

INTRODUCTION

Debt and credit, or borrowing and lending, is a classic worldly affair that has existed since humans began to live in society, engage in economic activity, and recognize the concept of exchange in civil relations or property. Therefore, laws governing it, or at least, were already in place in ancient Roman civil law, according to the adage There is law, there is society (Ginting, 2018). This debt-receivable relationship is formed through agreements between individuals and legal entities. Furthermore, debts and receivables can also arise from orders from authorities or laws in the economic life of society, the nation, and the state.

The term debt-receivable has the basic word debt which according to the dictionary is defined as obligation, liability, credit, loan, responsibility, and arrears (KBBI, 2024). In the Indonesian-Arabic dictionary, the word debt found its equivalent in (الدَّيْنُ - ج: دُيُونٌ) oral: *daynu - duyunun* (plural sense) and for the verb in debt found the term دَانَ - يَدِينُ oral: *dana - yadinu* (Arab, 2007). If explored further, the meaning of debt itself is basically not only limited to borrowing money as commonly understood by the general public, but its legal meaning is broader than just borrowing money as understood by the general public. Debt also includes the implementation of rights and obligations in various forms, transactions, or business, such as buying and selling, renting and leasing, sharing profits, and so on.

In the Quran, there are several verses related to the issue of debts and receivables which are placed in the discussion about transactions, for example, giving leniency to people (debtors) who are having difficulty paying their debts as stated in QS. Al-Baqarah/2:280; procedures for non-cash transactions or debts are stated in QS. Al-Baqarah/2:282-283, and

the need to prioritize the payment of debts of deceased people before the distribution of inheritance as stated in QS. Al-Nisa/4:11-12. Quraish Shihab, the author of the Al-Misbah commentary, states that the verses that regulate debts in the Quran are called verses *mudayanah* (Musadad, 2019).

The discussion of debts and receivables in this article focuses on QS. Al-Baqarah/2:282 as stated as follows:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ۚ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ ۚ وَلَا يَأْب كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ ۚ فَلْيَكْتُبْ وَلْيَمْلِكِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسْ مِنْهُ شَيْئًا ۚ فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يَمِلَ هُوَ فَلْيَمْلِكْ وَلِيَّهُ بِالْعَدْلِ ۚ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّن تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكَّرَ إِحْدَاهُمَا الْأُخْرَىٰ ۚ وَلَا يَأْبَ الشُّهَدَاءُ إِذَا مَا دُعُوا ۗ وَلَا تَسْمَعُوا أَنْ تَكْفُرُوا صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ ۚ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمٌ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا ۗ إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا ۗ وَأَشْهَدُوا إِذَا تَبَايَعْتُمْ ۗ وَلَا يُضَارَ كَاتِبٌ وَلَا شَهِيدٌ ۗ وَإِنْ تَعَلَّقُوا فِئْتَةً فِئْتَةٌ فَسَوْفَ بِكُمْ ۗ وَاتَّقُوا اللَّهَ ۗ وَبِعَلِّمُكُمُ اللَّهُ ۗ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

It means: you who believe! When you contract a debt for a specified term, write it down. And let a scribe among you write it down truthfully. Let not the scribe refuse to write it down as Allah has taught him, so let him write it down. And let the debtor dictate, and let him fear Allah, his Lord, and let him not diminish anything from it. And if the debtor is of unsound mind or weak (in condition), or cannot dictate himself, then let his guardian dictate it truthfully. And take two witnesses from among you, men. And if there are not two men, then a man and two women from among those whom you like from among the witnesses, so that if one forgets, the other may remind her. And let not the witnesses refuse when they are called. And do not be weary of writing it down, for the term, whether it is small or large. That is more just in the sight of Allah, more reliable in testimony, and more likely to bring you nearer to certainty, unless it is a transaction between you, in which case there is no sin on you if you do not write it down. And take witnesses when you trade, and do not make the writer or the witness difficult. If you do, then indeed, it is a transgression on your part. And fear Allah. Allah teaches you, and Allah knows all things.

This *mudayanah* verse is the longest verse in the Quran that details the procedures for non-cash transactions or debts. This suggests that humanity should pay serious attention to debt matters, which seem to be commonplace and widespread in social life. However, debts are inherently prone to abuse and disputes, and often require court resolution.

Several scholars have discussed the verse *mudayanah* in particular, among them are Purnomo et al. who researched the problems of debt and receivables from the perspective of Islamic banks as investors or *mudharibah* with its customers in financing *musharakah* and *mudharabah* (Purnomo et al., 2024). Previously, Andriyana, 2020 discussed the concept of debt from an Islamic perspective (Andriyana, 2020) and Musadad, 2019 made a comparison of Al-Maraghi's interpretation and Al-Misbah's interpretation regarding the procedures for debts and receivables according to Al-Baqarah/2:282 or the verses on debts and receivables within the scope of transactions (Musadad, 2019)

Furthermore, A. Abdussomad examines the permissibility of debt-credit transactions, even considering them a virtue as long as they are carried out in accordance with Islamic principles (Abdusshomad, 2023). Next, Guffron Ullah examines debt collection efforts in Islamic teachings, emphasizing the balance between granting creditors the right to optimize their collection, while also prohibiting them from doing so. Riba or exploit debtors when they have difficulty paying their debts. Creditors are also encouraged to provide deferrals up to waiving all or part of the debtor's debt (debt forgiveness) a social

harmony between compassion and responsibility in the Islamic financial system (Ullah, 2024)

Of the numerous previous studies on the verses on debt and receivables in the Quran, none have comprehensively explained how Islamic teachings on debt and receivables are implemented from a positive legal perspective in Indonesia. This article discusses how the verses *mudayanah* The Quran is not only known through knowledge or interpretation, but can also be observed empirically and applied in real life. In national and state life, its legal instruments and tools are readily available as applicable law in Indonesia.

RESEARCH METHODS

This research centers on a normative analysis of how the Qur'an conceptualizes debt relationships (*muamalah*) within society. The discussion is complemented by empirical perspectives and a normative review of the legal framework governing debt settlement under Indonesian law. The examination of the *mudayanah* verse adopts a *tafsir al-maudhu'i* (thematic interpretation) approach, integrated with library research and a statutory approach. Such methods are widely utilized in legal studies to explore norms, principles, and doctrines through authoritative literature and relevant legislation (Ahmad et al., 2024). The collected data are processed using qualitative analysis to generate a descriptive-analytical exposition on the issue of debt. This approach facilitates a deeper understanding of the interplay between religious teachings and positive law in structuring socio-economic relations (Degdo Suprayitno et al., 2024). Accordingly, this study seeks to offer a systematic and comprehensive interpretation of debt from both Islamic legal thought and the Indonesian legal system.

RESULTS AND DISCUSSION

A Normative Qur'anic View of Debt: Between the Ban on Usury and the Call to Charity

we examine the arrangement of the verses of the Al-Quran in Surah Al-Baqarah, the verse on debts and receivables in QS. Al-Quran/2:282 is placed in the chapter discussing transactions. The substance of the discussion about transactions In Surah Al-Baqarah, among other things, it is related to the rule of prohibiting usury ... وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا ... It means Allah has permitted buying and selling and forbidden usury. (QS. Al-Baqarah/2:275). Still in the series of verses about usury before the verse about debts in Surah Al-Baqarah, there is also a rule prohibiting usury which is contrasted with the recommendation for charity ... يَمْحَقُ اللَّهُ الرِّبَا وَيُزِيهِ الصَّدَقَاتِ ... It means Allah destroys usury and enriches charity (QS. Al-Baqarah/2:276).

In the process of destroying usury to the point of prohibiting it and enriching charity as implied in QS. Al-Baqarah/2: 275-276, in principle, the establishment of the law prohibiting usury in community practices ignorance at that time it was done gradually or not all at once, similar to the process of prohibition wine (alcoholic drinks). First explained in QS. Ar-Rum/30:39 that *Riba* (interest) collected with the intention of increasing human wealth does not actually increase it in the sight of Allah.

The next legal process for establishing usury is found in QS. An-Nisa/4:161. This verse explains the reason why usury is prohibited because the essence of this act is consuming other people's property in an unlawful manner (false). Furthermore, in QS. Al-

Baqarah/2:278-279 it is explained that Allah SWT addresses the believers to increase their level of piety by abandoning the remaining usury (which has not been collected). Then it is declared that anyone who still collects usury is essentially confronting Allah and His Messenger. This prohibition on collecting usury is accompanied by a policy announced to usurers who repent that their right to collect their principal is determined for them, so that they do not harm or are not harmed.

From all of this, we can draw the understanding that the discussion of debts and receivables in the Al-Baqarah letter is discussed in the context of transactions, the relationship between legal subjects in society, especially about how to spend wealth correctly and not be unjust to other parties.

In doing transactions The Quran defines permissible trade and usury practices, and prohibits usury. Trade and usury are compared or juxtaposed because in practice, usury can also occur and is easily found in trade. It is common to hear arguments or justifications from laypeople who believe that their trade is ordinary trade, not usury. However, even in such trades, individuals can fall prey to usury practices. Similarly, in debt, in the sense of borrowing and lending money, it is often argued that the excess amount in repayment of the debt is considered a profit in the trade and therefore not considered usury.

Argumentation *a-contrario* (*mahfum mukhalafah*) which can be further explored to refute the established argument is that in Islamic economic principles, the function of gold or money is as a standard of wealth or a measuring tool and a medium of exchange in commerce, but not a commodity or non-merchandise. This is what differentiates the transaction schemes between conventional banks and Islamic banks in their credit agreements (loan agreement), where conventional banks directly disburse their funds to customers (debtors), while Islamic banks do not directly disburse their funds to customers.

In the Islamic banking transaction scheme, the disbursement of funds is always linked to the actual transaction facts (underlying transaction), for example in the form of work, exchange of goods and services, rent, and other transactions not prohibited by sharia principles. In short, there is always a commodity (other than money) that becomes the object of cooperation. Therefore, the object that becomes the commodity is not bank money (funds) that is used as a loan (loan agreement), but the financing (financing agreement) for work projects, goods or services which are the contribution or contribution of Islamic banks to their customer partners in contractual relationships (contract or written agreement) such as *musharakah* (partnership) or *mudharabah* (profit-loss sharing).

Therefore, the message of Allah SWT in QS. Al-Baqarah, especially the verses about transactions and verse *mudayanah* tends to warn Muslims to be careful in doing transactions, conducting buying and selling, trading, and conducting credit-debt transactions in the broadest sense, so that they do not fall into usury. Therefore, it is important to understand the various patterns of credit-debt transactions in the broadest sense and also the patterns of usury to avoid falling into them.

Syafi'i Antonio explains that usury essentially includes usury in debt and usury in buying and selling (M. S. Antonio, 2017). Here fore, the meaning of debt (*الدين*) should not be interpreted narrowly as an obligation to return money in debts, but debt is also interpreted as an obligation to hand over goods in sales transactions or transactions. Transactions others. In this case, the following examples can be given: (i) Person A lends his money of Rp. 100,000,000 to B; then here B's debt to A is Rp. 100,000,000. (ii) Person A sells his car and is paid in full by B for Rp. 100,000,000, but the car has not been handed over because B cannot

drive it himself. So, in this case, Person A has a car debt to B for Rp. 100,000,000.

Regarding usury in debt and buying and selling, according to Syafi'i Antonio, transactions that qualify as usury are possible in both. He believes that usury can be classified into (i) usury in debt and (ii) usury in buying and selling. Usury in debt consists of: (a) interest rate, namely debts that require excess to the debtor, and (b) Ignorance usury, that is, debt is paid in excess of the principal due to the time being exceeded. While usury in buying and selling consists of: (c) usury *fadh*, namely the exchange of goods (*ribawi*) of the same type with different levels and measurements, and (d) *riba nasi'ah*, namely the exchange of one type of goods for another type of goods in which there is a difference or addition between what is delivered now and what is delivered later. According to Islamic jurists, what is meant by goods in usury in buying and selling are gold and silver, whether in the form of money or other, as well as foodstuffs, both staple foods and additional foods (M. S. Antonio, 2017).

It was previously mentioned that usury of ignorance What is defined as debt is a loan of a certain amount of funds that is paid in excess of the principal because the specified repayment period has passed. If what is meant by usury is indeed that, basically this kind of usury is not only practiced by the community ignorance only, but also by the economic system in the modern age in this millennium.

Furthermore, in the series of verses on usury and debt, Muslims are given a choice of solutions if they are in the position of creditor through description in QS. Al-Baqarah/2:280 - وَإِنْ كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ وَأَنْ تَصَدَّقُوا خَيْرٌ لَّكُمْ إِنْ كُنْتُمْ تَعْلَمُونَ - It means: And if (the debtor) is in difficulty, then give him respite until he finds ease. And if you give in charity, that is better for you, if you only knew. In the event of a debt transaction that is due but has not been paid, Muslims are warned and tested with a choice to comply with the prohibition of charging usury (*ribawi*) and an order to provide a grace period for postponing the payment of debts to debtors who are experiencing difficulties.

Another option considered a virtue in debt transactions and considered better in the sight of Allah is to fulfill the recommendation to give some or all of the debt owed to debtors experiencing difficulties or who are in debt. Another verse in the Quran also specifies that one of the recipients of alms (*zakat*) is the debtor - الْغَرْمِينَ - (QS. At-Taubah/9:60). Thus is Allah's unique way of giving examples of cases in the matter of destroying usury and enriching charity.

An Empirical Review of Debts and Receivables According to the Quran; Covering Every Obligation Arising from Contract Transactions

The first concept that comes to mind for the layperson is the borrowing and lending of money or assets to meet human needs. Debt, in this limited sense, or what can be called debt in the narrow sense, is often referred to in Islamic economic literature as *qardh* (القرض). *Qardh* is the giving of property to another person that can be collected and requested back or it can also mean lending something without expecting anything in return. In classical Islamic jurisprudence studies, *qardh* is contract the virtue of helping fellow human beings in social life, not including commercial transactions (M. S. Antonio, 2017).

From the narrow meaning of debt, it can be understood that the Quran provides guidance to stop the practice of usury and to ensure that humankind does not stop doing good to one another. If only usury were permitted in these lending and borrowing transactions

(*qardh*), then people can no longer do good to each other, in fact what happens is exploitation in human relations, especially between the rich and the poor.

Furthermore, does the meaning of debt referred to in verse 2:282 of Surah Al-Baqarah have such a limited meaning? In this case, the narrow meaning of debt is limited to the transaction of borrowing and lending assets and/or money. To discuss this further, it is necessary to examine the meaning of the phrase - تَدَايِنُكُمْ بِدَيْنٍ - or "non-cash receivables" in QS. Al-Baqarah/2:282 and it is also necessary to examine the reasons for its revelation of the verse of *mudayanah* (*asbabunnuzul*).

From *asbabunnuzul* in verse 2:282 of the Quran, it is narrated that when he first arrived in Medina, the Prophet Muhammad (peace be upon him) witnessed the people of Medina renting out their gardens for one to three months. Seeing this, the Prophet (peace be upon him) said: "Whoever rents something to another, it should be at a certain price and the agreed period of time must also be determined." Regarding this, Allah revealed this verse as a lesson for Muslims when doing transactions so that they do not get caught up in disputes (HR. Bukhari from Ibn Abbas).

This *asbabunnuzul* differs from what Ibn Kathir stated, as quoted by Tri N. Ro'fiah and N. Fadila in their article. Ibn Abbas stated that the verse of QS. Al-Baqarah/2:282 was revealed regarding the custom of the people of Medina who used to lend each other fruit for a period of one or two years; the Prophet SAW also said: "Whoever is in debt should pay in a known amount and within a known time." Then not long after, this verse was revealed (Rofi'ah & Fadila, 2021).

The story about the reason for the revelation of the verse QS. Al-Baqarah/2:282 above is similar to the story revealed in the book *The Revelation of Sahih Al-Bukhari* which was compiled by Imam Az-Zabidi (893H). In the chapter about greetings Hadith No. 1049 explained that it was narrated from Abdullah bin Abbas, he said: When the Prophet SAW arrived in Medina, the people paid the price of fruits that would still be harvested a year or two later, then the Prophet SAW said, "Whoever makes the payment before receiving the goods must determine the measurements and weight." (Az-Zabidi, 2002).

If seen from *asbabunnuzul* from QS. Al-Baqarah/2:282 as explained above, it is clear that the meaning of "debts not in cash" is not transactions or transactions in the narrow sense in the form of borrowing money, or debts that are commonly known or associated by lay people when the word "debt" is mentioned. However, the meaning of debt is basically intended in a broad sense and not only debt in the sense of borrowing money, but also includes renting or buying and selling, or all rights and obligations (bindings) that arise from an agreement or contract.

Based on the definition of debt in the broad sense, the passage of this debt verse - يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايِنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ... - It can be interpreted as follows: O you who believe! If any of you carries out a transaction that creates a contract (right and obligation), whether a debt contract in borrowing or lending money or any other contract based on an agreement or contract, but the transaction is not carried out in cash until the specified time, then you should make the transaction in writing.

The opinions of the scholars of tafsir on the verse *mudayanah*, it has being discussed, among others, conveyed by M. Quraish Shihab (2001) who wrote the commentary of *Al-Misbah*. According to him, the phrase that reads *tadayantum* in QS. Al-Baqarah/2:282 comes from the Arabic word *dain* which when translated has many meanings, including debt, retribution, obedience and religion. All the meanings of *dain* These have similarities, namely

that they describe the existence of a reciprocal relationship (reciprocal) or transactions. Verse fragment *mudqayah* above advises everyone who makes non-cash transactions (debts and receivables), especially the debtor, to not only speak (verbally) but also write it down and be careful in debt matters.

In Tafsir Jalalain by Imam Jalaluddin Al-Mahalli (791 - 864 H) and Imam Jalaluddin As-Suyuti (848 - 911 H), it is said *tadayantum* in QS. Al-Baqarah/2:282 it is not only interpreted narrowly as debt, but tends more towards the meaning transaction which is more general, namely including buying and selling, renting, and debt itself. While the word *bidain* interpreted as "not in cash" for example loans or orders. Provisions for writing or making notes about debts or receivables or the non-cash transaction is intended to strengthen and eliminate the risk of disputes in the future.

Similarly, the interpretation of Al-Maraghi by Ahmad Mustafa (1883 - 1952 AD) explains that debts and receivables in QS. Al-Quran/2:282 are not only interpreted in a narrow sense as borrowing money, but also include good's orders, where the borrowed goods are handed over later but the bill is paid in full up front and the goods are sold/handed over at a specified time. Transactions in this way, Muslims are commanded to write down their obligations, liabilities, debts, or obligations that must be fulfilled. These debt records or contracts are intended to make it easy for both parties, both the creditor and the debtor, to fulfill their transactions properly based on the existing records when the bill arrives (due)

In order to further examine the relevance of the verse on debts and receivables in QS. Al-Baqarah/2:282 in the midst of today's social life, the recommendation to record debts and receivables, transactions, or any non-cash and non-prohibited transaction Islamic law in principle, it is focused on the following verse fragment; ... *فَاكْتُبُوا ۖ وَيَكْتُبْ بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ* This is important to note that Tafsir Jalalain interprets the verse fragment in question with the following explanation: "So you should write it down as confirmation and to anticipate future disputes, and you should written The debt letter is between you by a writer fairly, meaning correctly without adding or reducing the amount of the debt or the amount of the term."

From the verse excerpt, two important questions are contained: (i) what should be written? and, (ii) who wrote it? The first question about what was written is answered in Tafsir Jalalain with "debt letter" because Tafsir Jalalain limits its study only to the meaning of the text, namely regarding debt. Regarding who wrote it, Tafsir Jalalain mentions a writer or scribe or someone who is given the gift of writing. The writer should not be reluctant (miserly) if asked to write according to what Allah has taught, write correctly according to what is dictated or stated by the debtor, without adding or reducing the amount of debt and the due date.

In Tafsir Maraghi it is also further explained that the debts and receivables that are recommended to be written down include: *qirads* and *silms*, which includes transactions where goods are delivered later, but the money is paid in cash up front. Because the act of selling or delivering goods occurs at a specified time, in this case, the object that needs to be written down or recorded is the "obligation" or obligation stated by the parties in the transaction they are conducting.

Regarding who writes the attachment or obligation, Al-Maraghi's commentary mentions a scribe (third party) who is fair, impartial, understands the law/jurisprudence regarding debts and receivables and sharia. The scribe's fair nature is prioritized over his knowledge, in the sense that a fair person is easier to fulfill other requirements. However, if someone is knowledgeable but acts unfairly, he can easily cause damage. It is also mentioned

that this verse requires that there are people who are engaged in the field of writing debts and receivables (notaries) and the importance of the command or rule for writing debts and receivables here is in order to maintain the civil rights or civil rights of everyone, especially against illiterate or weak parties.

As a comparison, Tafsir Al-Misbah explains from a terminological perspective that the word *tadayantum* in the verse, debt receivables can in principle be interpreted broadly as transactions. Thus, what is recommended to be written is transactions itself or the legal relationship between the parties that gives rise to rights and obligations. Even further, Quraish Shihab, an Indonesian scholar who wrote this interpretation, stated that making a written record or agreement on a transaction or transactions is not just a mere recommendation, but also obligatory (Shihab, 2002).

Command to write the contents of the transaction in verse *mudayanah*, this command is not only addressed to believers, but it also refers to believers who conduct transactions and can be interpreted more specifically as being directed at those in debt. This is intended to give the party providing the debt (creditor) peace of mind in the debt transaction. Therefore, this writing transaction is a highly recommended requirement even if the creditor does not request it. Furthermore, the meaning of "writer" in the translation of the verse "and let a scribe among you write it down justly" includes one of the parties to the transaction or appointing a third party as the writer, for example a notary.

The interpretation of the verse about debts and receivables in QS. Al-Baqarah/2:282 as discussed above shows that along with the development of transactions and business transactions, the meaning of accounts receivable has broadened as they evolve. Accounts receivable extends beyond just borrowing and lending. It also encompasses any legal relationship or transaction that gives rise to rights and obligations. A relationship that requires one party to fulfill a performance or obligation to another party as agreed upon, contract, or agreements, both in the financial sphere and in the increasingly complex trade sphere.

As stated by Quraish Shihab in his interpretation, the recommendation in the verse *mudayanah* to write, make notes, make contracts, or contract written on this debt and receivable transaction, even regarding this recommendation there are scholars who make it mandatory, is because it is indeed relevant to the development of financial transactions and trade that occur among humanity which are becoming increasingly complicated and complex. Guidelines for writing down or recording the rights and obligations of a transactions or transactions that are not carried out immediately in cash is a very relevant command to anticipate disputes in the future.

Empirical Review of Recommendations for Drafting *Mudayanah* Contracts as a Preventive Measure Against Future Disputes

The form of written or recorded debts and receivables recommended in the verse *mudayanah*, these can now be found in various forms and formats, tailored to the size, complexity, and period of the transaction. Indonesian law also intervenes for the benefit of citizens by regulating certain transactions that require them to be in writing. For example, agreements or contracts of land sales and purchases, whether in cash or in installments, must be made with an authentic deed before a public official who is authorized to do so, in this case a Notary Public who is the Land Deed Making Official.

Basically, the scope of the recommendations in the verse *mudayanah* to write down transactions or agreements that are not carried out in cash or until a certain time limit, it should be applied to all agreement transactions that give rise to agreements, obligations, achievements, or debts. The order to write down the agreement in question can also be in the form of a written agreement or contract, either privately by the parties themselves or an agreement or contract which must be authentically executed before an authorized official. This depends on the complexity of the transaction.

The command to write transactions in the accounts receivable and payable paragraph is also important for various transactions that are not carried out in cash and carry even though the value is not large. The form of recording can only be in the form of a receipt or note containing the transaction value and when the transaction is due, for example a repair shop service transaction for a bicycle with a service value of Rp. 100,000, - and due or completed one day after the item is received by the repair shop. Simply put, such recording can be an agreement on the value of the obligation owed and when the due date arrives and collected. It is already qualified as an agreement or contract that fulfills the recommendation of the verse on debts in QS. Al-Baqarah/2:282.

Encouragement to write down obligations or commitments between the parties involved in the transactions, it is intended to anticipate potential future disputes. In principle, Allah SWT commands us to write it down, keep a record of the transaction, and/or make a written agreement, as stated in QS. Al-Baqarah/2:282. "O you who believe! When you make a debt for a specified period, write it down..."

If the term debt in the text of the verse is interpreted broadly, then the term debt can be replaced with the word "engagement." In legal science, the term "engagement" refers to the meaning contained in Article 1233 of the Civil Code ("KUH Perdata"), which explains that an engagement arises/exists because of a law or because of an agreement that gives rise to an engagement. An engagement itself can be defined as a legal relationship between two parties or more, where one party has rights and the other party has obligations, while the performance of the engagement must ultimately be expressed in a certain amount of money. That is the reason why an engagement is also called a debt (Satrio, 1995).

Based on the perspective of legal science and so that it becomes commonly used by Indonesian society in everyday life, the term debt (*mudayanah*) in the verses of the Qur'an it seems more appropriate to interpret it as "engagement" which is the content of an agreement or an engagement that originates from an agreement. Agreement or contract according to legal science, it can be realized or identified if (i) there is an agreement or consent from the parties; (ii) the parties are competent or fulfill the requirements as holders of rights and obligations; (iii) have a certain object or something; and (iv) have *halal* cause (not prohibited).

The use of terms in legal science is important to explain or interpret *mudayanah* verses and it can be practiced by Muslims in Indonesia in their daily lives. Therefore, based on the understanding of the agreement or contract in this regard, basically the beginning of the verse QS Al-Quran/2:282 can be read, "O you who believe, if you make a financial agreement for a specified period, make it a written contract or agreement..."

Furthermore, *mudayanah* verses moves on to the issue of the "legal capacity of the parties." It is stated ... *فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمِلَّ هُوَ فَلْيُمِلْ وَالْيَهُ بِالْعَدْلِ* ... Meaning: "If the debtor is someone who is lacking in intelligence or is weak (in his condition), or is unable to dictate it himself, then his guardian should dictate it to him correctly." This debt

receivables verse then provides guidance to all parties if the party who is in debt or is obliged to do something has a low educational background or is weak or cannot read or write or perhaps is not yet an adult (all of which means not having legal capacity), then he should be represented by his guardian or attorney in making an agreement or contract. The guardian or his attorney must be truthful and fair in acting for and on behalf of the legally incompetent party.

In the context of understanding the recommendations in QS. Al-Baqarah/2:282, today the demands of the Quran are also addressed to every transaction or obligation that originates from an agreement, which can ultimately be valued in money. In such an agreement or transaction, which is not carried out in cash/settled within the agreed time limit, all obligations that are the contents of the agreement or contract it is highly recommended, some even require it, to be written in an agreement or contract (written agreement) or also commonly called a contract.

It should also be added that the form of obligation that originates from an agreement or contract in the scope of this property, in its development, there will be some that have popular names such as buying and selling (*murabahah*), rent (lease), borrowing and lending (*qardh*), pawn (*rahn*), profit sharing (*mudharabah*), company (*musharakah*) or other cooperation schemes or agreements that give rise to an alliance that may still continue to develop in line with human civilization and culture, as long as there are no prohibitions in the term of Islamic law. This development is a manifestation of the principle of freedom of contract, agreements must be kept, in which one human being is free to make agreements about anything as long as it does not violate legal prohibitions, morality and public order.

According to Antonio, in general, there are prohibitions or limitations on the freedom to make agreements or contract. This is based on, such as a quote from the hadith narrated by at-Tirmidhi in the book al-Ahkam Number 1272, namely, "The Muslims (in freedom) are in accordance with their conditions and agreements, except for conditions that forbid what is lawful or make lawful what is unlawful." In addition, the agreement or contract it does not happen in an unjust way, is not wronged or wronged, does not contain elements of *haram*, *riba*, *maisir* (gambling/speculative), *tadlis* (fraud) and *gharar* (unclear/manipulative) (M. S. Antonio, 2017)

Thus, when the term debt can be replaced with an agreement, the recommendation to write a debt agreement in QS. Al-Baqarah/2:282 can also be interpreted as a recommendation to make an agreement. Written agreement for every contract that is not transacted in cash. Making notes or written agreement is intended to anticipate and avoid disputes between the parties in the future

Further reinforced in the next series of sentences in the verse QS. Al-Baqarah/2:282; ... *وَاسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رَجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ* – Meaning: "And call to witness two men from among you. If there are not two men, then one man and two women....". To avoid potential disputes over the written agreement, it should be strengthened with the addition of two male witnesses or one male witness and two female witnesses. The question arises, why isn't one witness sufficient? From a legal perspective, there is a rule "one witness no witness, one witness is not a witness" (*unus testis nullus testis*) so what is meant by witnesses must be more than one. This reason is also clarified in the continuation of the sentence in the verse *mudayanah* that is, "...so that if one person forgets, the other person will remind him."

From this long verse in the Quran, the important thing that must be emphasized is the

recommendation to make an agreement or contract for transactions that are not carried out in cash. It is recommended to write a contract. It is written in the verse that is repeated again ... وَلَا تَسْمُوا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ آخِلِهِ... (Meaning: and do not get tired of writing it down (the agreement), whether it is of small or large value, until the due date of repayment...). Be diligent and don't get bored writing this contract of course more just in the sight of Allah, more able to strengthen the testimony, and closer to the absence of doubt, or in more straightforward language it can be said "it can be more guaranteed and have legal certainty."

Interestingly, the command to write down non-cash transactions has an exception as followed ... إِلَّا أَنْ تَكُونَ تِجَارَةً حَاصِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ إِلَّا أَنْ تَكْتُبُوهَا ... Meaning: "Unless it is a cash transaction that you carry out among yourselves, then there is no sin on you if you do not write it down. If the phrase at the end is interpreted literally *a-contrario* then the question arises, is it a sin if Muslims do not practice the command of this verse about debts, namely not writing or recording agreements (transactions) that are not cash trade? This shows how highly recommended and important it is to write or create a written agreement or contract or at least a record of the transactions which is not cash, even if the value is small.

At the end of the verse about debts and receivables in QS. Al-Baqarah/2:282, Muslims are reminded that in transactions should be equipped with witnesses and writers of records, so that it is easy and not difficult for them, it is highly recommended; if the opposite is done, it is a sin. This verse closes with a warning for Muslims to be pious and then informs them that Allah taught all of this and Allah is All-Knowing of all things. - وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ.

Law Enforcement for Settlement of Debt Disputes in a Positive Legal Review

From the perspective of civil law applicable in Indonesia, debt itself is essentially a form of obligation to fulfill a contractual obligation. This obligation can be created by law or agreement (contract). Furthermore, in the context of this accounts receivable verse (*mudayanah*), the discussion basically refers to debts in the broad sense in the form of all obligations (rights and obligations) that arise from an agreement or contract.

In this case, Hadi Subhan explained that a person, due to their actions, does or fails to do something, has an obligation to pay compensation, an obligation to provide something, or an obligation not to provide something. At that point, in principle, they have a debt, an obligation to perform a service, and therefore, that debt is the same as a service. Conversely, failure to pay a debt or failure to fulfill an obligation is called a breach of contract.

Apart from the definition of debt, in the Compilation of Sharia Economic Law (KHES) there is also a definition of "*dain/debt*", which is an obligation that is stated or can be stated in a monetary amount, either in Indonesian currency or other currencies, directly or contingently. The definition of debt in KHES as such also refers to a broad meaning not only in the sense of borrowing and/or lending assets and/or money.

Therefore, the instructions contained in QS. Al-Baqarah/2:282 are an order to write down or record every transaction carried out in a relationship transaction, especially transactions that are not carried out in cash, in addition to instructions for documenting debt transactions. It is also recommended to involve a scribe (notary) and witnesses. This will strengthen, guarantee, and provide legal certainty for the parties to the transaction to avoid future disputes.

However, in reality, there are always debt disputes in social life. The dynamics of legal disputes that may occur include disputes or obligations regarding debt in the narrow sense or in the broad sense, from the simple to the complex and complicated, from those involving

individuals (natural person) to legal entities and corporate subjects (*rechts person*). How to resolve it according to the laws in force in Indonesia?

In general, efforts to resolve disputes that occur regarding debts and receivables in business relationships transactions or the scope of Islamic economics in general is resolution through (i) peace efforts or deliberation (arbitration) as a first step. If a peaceful resolution has not been reached, the next step that can be taken is (ii) arbitration (arbitration) by appointing a third party as a referee (mediator). And if peace is not achieved, then as a last and final effort (the last resort), the disputing parties can resolve it through (iii) a judicial institution (judgment). To achieve peace or a good decision in resolving disputes, the main principle that needs to be put forward is to return to Allah (the Quran) and His Messenger (hadith) (Saputera & Rahman, 2019).

If all parties return to the verse on debts and receivables in QS. Al-Baqarah/2:282, they will find all the instructions or guidance contained therein very relevant in anticipating future disputes regarding the amount and maturity of a debt, obligation, or obligation that must be fulfilled. In this case, the evidence that can be reviewed by the parties, mediators, and judges at least is (i) the notes or statements of the debtor (debtor) and/or contract (contract(ii) written testimony of the parties; (iii) testimony of a notary or third party scribe who makes the notes/contract; and (iii) witnesses who are present at the time of recording and/or making the contract (written agreement).

Regarding the issue of returning to the Quran and Hadith in the event of a dispute over debt or obligations, this can be implemented according to Indonesian law. This can be proven by the fact that in principle the Supreme Court, as the holder of the highest judicial power (judicative power) has implemented Book II of the Guidelines for the Implementation of Duties and Administration of Courts through the Decree of the Supreme Court Chief of the Republic of Indonesia No. KMA/032/SK/IV/2006 dated April 4, 2006, which contains technical guidelines for religious court institutions that place the Al-Quran and Hadith at the top of the list of material laws for Religious Courts and/or Sharia Courts.

In other words, the Supreme Court has established the Quran and Hadith as material law that is positively applicable and can be used as a basis for reference or reference in judicial practice in Indonesia. After the Quran and Hadith, as mentioned in Book II, the next series of material law lists are applicable laws and regulations regarding Marriage, Islamic Banking, Zakat, Waqf, State Islamic Securities (SBSN), Bank Indonesia (BI) and also mentioned regulations other than laws such as the Compilation of Islamic Law (KHI), Compilation of Islamic Economic Law (KHES), Fatwa of the National Sharia Council (MUI), BI Regulations regarding Islamic economics, Jurisprudence, Aceh Qanun, and finally contract sharia economics (agreed upon by the parties) (Mahkamah Agung, 2013).

It is no exaggeration to say that in the realm of *muamalat* or Islamic civil law, the Indonesian people have been able to constitutionally enforce Islamic law and implement it. The ideals of Indonesian Muslims, as recorded in the 1945 Jakarta Charter, namely, to have a foundation and foundation for a godly state with Islamic law for its adherents, have essentially been realized today in the Unitary State of the Republic of Indonesia.

This can be reflected especially when people have disputes in the civil law realm and are resolved through state judicial institutions (judgment). The argument is that in the civil realm, in principle, every citizen has the right to determine for themselves and agree to choose the applicable law, including laws based on the Quran and Hadith. This is what is called the principle of freedom of contract. Agreements must be kept as stipulated in Article

1320 in conjunction with Article 1338 of the Civil Code. Because everyone is free to make agreements about anything as long as the conditions are met; *causa halal*, then the agreement made is binding on the parties just as the law is binding on the parties who make it.

In the event of a debt dispute in the legal realm transaction or civil cases that can no longer be resolved through mutual agreement, the parties can resolve them through state judicial institutions (state court) under the guidance of the Supreme Court as the peak holder of judicial power (judicative power). The Indonesian Constitution, specifically Article 24 (2) of the 1945 Constitution, stipulates that judicial power is exercised by a Supreme Court and judicial bodies under it in the General Courts, Religious Courts, Military Courts, State Administrative Courts, and by a Constitutional Court.

The courts that may be able to handle debt disputes are the courts within the Religious Courts in each district or city and the Commercial Courts within the General Courts, which are only found in five major cities: Jakarta, Surabaya, Semarang, Medan, and Makassar. Religious Courts and Commercial Courts are the preferred forums for dispute resolution for parties seeking justice (litigant). If agreed, the parties may also choose an alternative dispute resolution forum such as arbitration, mediation, conciliation, and the like, including through the National Sharia Arbitration Board (Basyarnas-MUI) which is based on Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.

If there is a debt dispute that refers to the paragraph *mudayanah*, this dispute can be resolved by the disputing parties through the Religious Court, which serves as a court for Muslims and parties who voluntarily submit to Islamic law. In this case, the Religious Court is a state court with absolute competence to handle disputes in the Islamic economic sector, as stipulated in Law No. 3 of 2006.

Meanwhile, in the case of a debt dispute, the debtor's debt can be proven simply and involves more than two creditors, at least one of whose debts has matured and has not been paid in full, then one of the parties can submit a petition for a declaration of bankruptcy and/or postponement of debt payment obligations (usually called PKPU) through the Commercial Court which has absolute competence to resolve bankruptcy and debt restructuring cases based on Law No. 37 of 2004 (Bankruptcy Law).

Specifically, debt settlement through a debt restructuring scheme or PKPU through the Commercial Court under the Bankruptcy Law can be compared to the concept of debt repayment suspension as recommended in QS. Al-Baqarah/2:280, as quoted at the beginning of this article. A loose translation of the text of the verse is that "if he (the debtor) experiences difficulty (in paying his debt), then give him time until he is able. And if you (the creditor) give it in charity (partially or completely), that is better for you, if you only knew."

The pattern of resolving debt cases through debt restructuring or PKPU, as conducted in the Commercial Court under the Bankruptcy Law, can essentially be found its Quranic basis in the verse of Surah Al-Baqarah/2:280. The spirit of this verse is a guide for creditors, who are encouraged to grant a grace period or grant debt forgiveness (debt forgiveness) by releasing all or part of the debt value to debtors who are experiencing difficulties in paying their debts.

With regard to the bankruptcy process, a debt resolution effort that involves liquidating all of the debtor's assets to repay their debts to more than one creditor, a problem arises when debt transactions are found whose contracts are based on sharia economic principles. If such transactions become problematic debt cases, which court is more competent to adjudicate them according to the law, the Religious Court or the Commercial

Court?

If, according to Indonesian law, every dispute in the Islamic economic sector falls under the jurisdiction of the Religious Courts and every bankruptcy case falls under the jurisdiction of the Commercial Courts, then problems arise in bankruptcy cases occurring within the Islamic economic sphere. Is not bankruptcy an economic problem? This problem becomes even more complicated if the creditor for the problematic debt is an Islamic bank, as Law No. 21 of 2008 concerning Islamic Banking expressly stipulates that Islamic banking disputes fall under the jurisdiction of the Religious Courts.

This issue remains a dilemma that must be resolved, at least since the enactment of Law No. 3 of 2006 on Religious Courts, which expanded the Ministry of Religious Affairs' authority to include disputes in the Islamic economic sector. Currently, bankruptcy cases within the Islamic economic sector are still being heard in the Commercial Court, not the Religious Court. The pressing concern now is that the Islamic economic bankruptcy process requires upholding the principles, calculations, and debt assessments within the Islamic financial system.

CONCLUSION

The Qur'an regulates debt transactions comprehensively in QS. Al-Baqarah (2:282), known as the *mudayanah* verse. Debt is defined broadly, encompassing not only monetary loans but also all obligations arising from *muamalah*, agreements, or contracts. It refers to obligations that must be fulfilled within a specified period, as such transactions are not settled immediately but deferred until maturity. Normatively, the verse instructs that all non-cash transactions should be documented in writing, with the involvement of a scribe or notary and supported by witnesses. The parties must act fairly, uphold integrity, and be prepared to testify when required. These measures aim to ensure justice, legal certainty, and the prevention of disputes. If disputes arise, resolution should be guided by the Qur'an and Hadith.

From a juridical-empirical perspective, these principles can be implemented within Indonesia's legal system. Supporting legal instruments are already available, and courts may refer to the Qur'an and Hadith as material sources of law. Disputes may be resolved through Religious Courts or Commercial Courts, depending on jurisdiction. Overall, the verse emphasizes the importance of written agreements in safeguarding rights, highlighting that documented transactions provide greater legal protection than unwritten or verbal arrangements.

REFERENCES

- Ahmad, A, Fachrurrazy, M, Hartati S.S.Y, Amalia. M, Fauzi, E, Gaol. S.L, Siliwadi, D.N, T. (2024). *Buku Ajar Metode Penelitian & Penulisan Hukum* (Sepriano (ed.)). PT. Sonpedia Publishing Indonesia.
- Abdusshomad, Alwazir. "Berutang dan Membayar Utang Dalam Perspektif Islam." *Madani: Jurnal Ilmiah Multidisiplin* vol 1, No. 2 (2023): 18-23.
- Adi Saputra, Abdur Rahman. "Penyelesaian Sengketa Ekonomi Syariah Di Indonesia (Kajian Sengketa Yang Muncul Dari Perjanjian Murabahah)." *NIZHAM* 07, No. 01 (2019): 131-148.
- Andriyana, Dede. "Konsep Utang Dalam Syariat Islam." *Jurnal Al-fatih Global Mulia* 2, No. 2 (2020): 49-64.
- Antonio, Syafi'i (Nio Gwan Chung). *Bank Syariah Dari Teori Ke Praktek*. Jakarta: Gema Insani

- Press-Tazkia Cendikia, 2017.
- Degdo Suprayitno, A. A. et. a. (2024). *Metodologi Penelitian Kualitatif: Teori Komprehensif Dan Referensi Wajib Bagi Peneliti* (1st ed.). Sonpedia Publishing.
- Musadad, Ahmad. "Konsep Hutang-Piutang Dalam Al- Qur'an (Studi Perbandingan Tafsir Al-Maraghi Karya Ahmad Mustafa Al-Maraghi Dan Tafsir Al-Misbah Karya Muhammad Quraish Shihab)." *Dinar: Jurnal Ekonomi dan Keuangan Islam* 6, no. 2 (2019): 54–78. <https://doi.org/10.21107/dinar>.
- Purnomo, Budi S, Arim Nasim, Mohd Hairul, Azrin Haji, and Edi Suryadi. "Mudharabah and Musyarakah Financing in Indonesian Islamic Banking Practices : Is It Equity or Debt Financing ?" *Islamic Research* Vol. 7, No. No. 1 (2024): 14–22.
- Ullah, Ghufuran. "Islamic Principles of Debt Extension in Distress and Contemporary Financial Agreement: An Academic and Comparative Review." *Al-Misbah* IV, No. I (2024): 0–13.
- Muhammad Syafi'i Antonio. *Ensiklopedia Leadership & Manajemen Muhammad SAW "The Super Leader Super Manager"*, Jilid 2 Bisnis & Kewirausahaan, Jakarta, Tazkia Publishing, 2010.
- Ginting, Elyta Ras. *Hukum Kepailitan Teori Kepailitan – Buku I* (Jakarta: Sinar Grafika, 2018).
- Hadi Subhan. *Hukum Kepailitan Prinsip, Norma, dan Praktik di Peradilan*, (Jakarta : Kencana, 2008).
- Imam Az-Zabidi. *Ringkasan Hadis Sahih Al-Bukhari (Mukhtasar Shahih Al-Bukhari)* Penerjemah Drs. Achmad Zaidun, Jakarta, Pustaka Amani, 2002.
- J. Satrio. *Hukum Perikatan, Perikatan Yang Lahir Dari Perjanjian*, Bandung, Citra Aditya Bhakti, Cetakan ke-2, 2019.
- Kitab Undang-undang Hukum Perdata
- Kamus Al-Munawir versi Indonesia – Arab, Surabaya : Pustaka Progresif, 2007. Pedoman Pelaksanaan Tugas dan Administrasi Peradilan Agama, Buku II Mahkamah Agung RI Edisi Revisi 2013.
- Syaamil Al-Quran The Miracle 15 in 1.
- Terjemahan Tafsir Jalalain Berikut Asbabun Nuzul Jilid 1, Bandung, Sinar Baru Algensindo, cetakan ke-14 Juni 2014,
- Tri Nadhirotur Ro'fiah dan Nurul Fadila. *Utang Piutang Dalam Perspektif Ekonomi Islam*, *Jurnal Ar-Ribhu*. Volume 2 No. 1, April-Desember 2021.
- Sumber Internet: <https://quran.kemenag.go.id> Al-Quran
<http://tesaurus.kemdikbud.go.id> Kamus Besar Bahasa Indonesia
<https://archive.org/details/tafsir-al-mishbah-prof-dr.-m.-quraish-shihab>-Jilid 01.