

**ANALYSIS OF IJTIHAD METHOD AND *ISTINBATH*
JURISPRUDENCE IN *FATWĀ* DEWAN SYARIAH WAHDĀH
ISLAMIYAH REGARDING THE USE OF ONLINE PAYMENT**

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ABSTRACT

This study aimed to: (1) recognize the reason behind the fatwa of Sharia Council of Wahdah Islamiyah on the law of the use of GoPay and the like; (2) identify the method of ijihad implemented by Sharia Council of Wahdah Islamiyah in issuing their fatwas; and (3) analyze the method of istinbath for the fatwa of Sharia Council of Wahdah Islamiyah on the law of the use of GoPay and the like. The research method used was descriptive-qualitative field research with a qualitative-descriptive approach with content analysis techniques approach, library research, and normative (juridical normative). The results show that Sharia Council of Wahdah Islamiyah issued a fatwa owing to the need of community, specifically cadres and followers of Wahdah Islamiyah in Indonesia. In their method of ijihad, Sharia Council of Wahdah Islamiyah consider that the Koran, Sunnah, consensus, and qiyas are propositions agreed upon by the scholars of ahlussunnah wal jamaah. Each fatwa issued by Sharia Council of Wahdah Islamiyah is collective fatwa through a deliberation process in a closed meeting of the board. Sharia Council of Wahdah Islamiyah issued that the basic law of the use of GoPay and similar payment is permissible on condition that it fulfills the rules of the sharf (exchange of money), in which discounts obtained through GoPay payments and the like are considered athaya (gifts) which are permitted and are not considered benefit of receivables (usury).

Keywords: Gopay; Council; Syariah; Wahdah; Islamiyah;

INTRODUCTION

All forms of human activity in the modern era are inseparable from developments in technology, information and communication. These growths have led to alterations and innovations in methods of interaction and transactions between people, both in the social, economic and cultural fields, not least in the financial sector.

Currently, there is technology that leads to financial innovation with a touch of modern technology in the field of services, called *financial technology (fintech)*. According to Regulation of Bank Indonesia Number 18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing, *financial technology (fintech)* is present in order to fulfil the needs of the community in the field of payment systems, both in terms of instruments, organizers, mechanisms, and infrastructure. In this regulation, terminology of *fintech* defined as the use of technology in a financial system that produces new products, services, technology and/ or business models and can possess an impact on monetary stability, financial system stability, and/ or efficiency, continuity, security as well as payment system reliability (BI, 2016).

Electronic money has become one of the non-cash payment instruments used in transactions via internet as part of services *fintech* (Usman, 2017). A shift in the transaction model has occurred from paper money to electronic money (Insley and Nunan, 2014). Indonesian Bank as the payment system authority in Indonesia also offers intensive attention to digital economic growth, especially in *fintech*, 11/12 by issuing Bank Indonesia Regulation Number 11/12/PBI/2009 concerning Electronic Money (BI, 2009). The existence of these regulations and policies are proof that Indonesia recognizes the existence of electronic money.

The existing of business model such as *e-commerce* has also developed rapidly, not only in the retail sector or markets for products, but also in transportation services, for instance Gojek, Uber, Grab, electronic financial services like Modalku, GoPay, OVO, and Money Friend. Consumers can enjoy financial services that are more practical, easy, and simple just by using a *smartphone*. Bank Indonesia data recorded that the volume of digital payments in January-August 2018 was 1.78 billion transactions, up more than 300 % over the same period the previous year. In terms of

nominal digital payments, for this period it also increased by more than 300 % from Rp 6.68 trillion to Rp 28 TRILIUN.¹

One model of electronic money services that has become an interesting phenomenon in Indonesia today is GoPay. Research conducted by iPrice Group and App Annie shows that GoPay's monthly active users are numerous in Indonesia. Transactions through digital wallet made by Gojek were able to penetrate the value of US \$ 6.3 billion or around Rp 89.5 trillion as of February 2019. The research company noted, 70 % of transactions in the Gojek application use GoPay as a means of payment. On the other hand, Bank Indonesia also noted, there are 38 electronic wallet (*e-wallet*) that received official licenses, where 30 % of total electronic money transactions in Indonesia come from GoPay.²

In the official Website of Gojek³, company that runs the GoPay application, it is stated that GoPay is electronic money that can be used to make payment and financial transactions through the Gojek application. GoPay can be used to make payments in Gojek applications such as GoRide, GoCar, GoBluebird, GoFood, GoShop, GoMart, GoSend, GoBox, GoPulsa, GoBills, GoTix, GoMassage, and GoClean. This also includes payments at stores or restaurants registered as GoPay business partners or payments at online stores that have collaborated with GoPay. Even for users who have *upgraded* GoPay to GoPay Plus, can transfer GoPay balances to fellow Gojek application users and also withdraw cash through the user's bank account. The advantages of using *GoPay* as a payment mechanism include the user will receive *free* shipping facilities if using the GoFood application (food) in a specially marked shop. In addition, users will also get points that can be exchanged for various *vouchers* (Nofrison, 2019).

Regarding the law of muamalah practice on this GoPay application, the scholars in Indonesia differ in opinion. First, some scholars believe that financial transactions through GoPay are haram, including by the Fatwa Council of the Al-Irshad Association

¹ <https://jambi-independent.co.id/read/2019/02/16/35806/peluang-dan-tantangan-perkembangan-fintech-di-indonesia>. Accessed 15th of April 2020

² <https://katadata.co.id/herita/2019/08/14/transaksi-tembus-rp-895-triliun-pengguna-aktif-GoPay-terbanyak-di-ri>. Accessed 15th of April 2020

³ <https://www.gojek.com/help/GoPay/apa-itu-GoPay/>. Accessed 15th of April 2020.

(DF-PAI, 2018). The reason is because the amount of money deposited by customers to GoPay and not directly spent by customers, is used by GoPay to provide discounts as additional benefits to other customers. Additional benefits in the basic principles and standard rules of muamalah is called usury. The rule is used for this opinion: "Every debt that takes benefits is usury". Benefits or gain referred to include all forms of profits, even to the form of service benefits. According to the Al-Irsyad Association Fatwa Council (DF-PAI, 2018), the agreement *top-up* on GoPay is a debt agreement (*qardh*) like a deposit of money in a bank, so the discounted price for consumers is the benefit that is derived from debt and this is usury, because every Gojek transaction using GoPay gets a discounted price than a cash transaction.

Second, some scholars believe that financial transactions through GoPay are not forbidden or allowed. This opinion was stated by the National Islamic Council Majelis Ulama Indonesia ((DSN-MUI, 2016) which states that GoPay use *ijarah maushufah fiy dzimmah* where the customer is *ajir* (tenant / employer) and Gojek is the *muajir* (leased / hired) where deposit *top-up* is a form of payment *ujrah* advance.⁴ This opinion is also held by the scholars and experts in the Wahdah Islamiyah Syariah Council based in Makassar. In the Decree of the Wahdah Islamiyah Sharia Board Number: D.021/QR/DSA-WI/VII/1440 regarding GoPay Law and so forth, it is stated that the original law of the use of GoPay and the like is permitted as long as it meets the rules *sharf* (money exchange). Discounts are obtained through GoPay payments and the like include *athaya* (gift) which is permitted and does not include benefits from receivables (usury).

The Wahdah Islamiyah Syariah Council is one of the core management elements in the Wahdah Islamiyah Organization (Ormas) which functions as an institution for sharia policy determination and supervision. In addition, the Wahdah Islamiyah Sharia Council is also obliged to provide direction and appeals related to various phenomena that are developing amidst Wahdah Islamiyah cadres and the general public, including those related to the use of GoPay in online transaction such as transportation and so forth. GoPay digital payment services are widely fancied by the people of Indonesia,

⁴ <https://dnuxminds.wordpress.com/2017/10/05/apakah-haram-membayar-transaksi-gojek-dengan-menggunakan-GoPay/>. Accessed 20th of April 2020.

but the legal position is *sharply* questioned especially by cadres in the Wahdah Islamiyah surroundings (Ramadhan *et. Al*, 2020).

Based on the above explanation, researchers are interested in conducting research on the legal status of the use of *GoPay* and the like according to the Wahdah Islamiyah Syariah Council. The study focused on the *ijtihad* methods and *istinbath* conducted by members of the Wahdah Islamiyah Sharia Council in presenting legal fatwas on the use of *GoPay* and the like to its cadres and the public in general. To provide a broader picture and strengthen the assessment, researchers will also outline a general review of electronic money, where *GoPay* is a form of electronic money. Therefore, the formulation of the issue to be answered in this study is as follows:

1. What is the basis of the emergence of Fatwa Dewan Syariah Wahdah Islamiyah on the legal use of *GoPay* and the similar payment?
2. What is the *Ijtihad* method used by Dewan Syariah Wahdah Islamiyah in determining its fatwas?
3. What is the method of *istinbath* to Fatwa Dewan Syariah Wahdah Islamiyah on legal use of *GoPay* and the similar payment?

Based on the problem formulation mentioned above, this research was conducted with the aim of

1. To find out the basis of the emergence of Fatwa Dewan Syariah Wahdah Islamiyah on the legal use of *GoPay* and the similar payment
2. To find out the *Ijtihad* method used by Dewan Syariah Wahdah Islamiyah in determining its fatwas, especially its views on agreed sources of Islamic law, disputed legal source and disputed issues (*at-ta'arudh wa at-tarjih*)
3. To analyze the *istinbath* method to Fatwa Dewan Syariah Wahdah Islamiyah on the legal use of *GoPay* and the similar payment

This research is expected to be a subject of study, reference, and comparison while at the same time adding to the special knowledge treasury in an effort to understand Islamic law related to the use and existence of *GoPay* services and other online payment for researchers, academics, practitioners and the general public. This research is also expected to be a reference material for further research.

Some previous studies which also conducted an analysis of the fatwa of ulama related to the law of the use of GoPay specifically or electronic money in general, including:

Nengsih (2019) conducted a study to analyze the legal use of *e-money* based on the DSN-MUI fatwa Number 116/DSN-MUI/IX/2017 concerning Sharia Electronic Money. This research is a library research using a descriptive analysis approach. The results of this study found that *e-money* studied in this case, namely Flazz BCA, GoPay, and Grab-Pay, based on the Fatwa DSN MUI on Shari'ah Electronic Money, is not allowed because the issuer places a nominal amount of electronic money in conventional banks, if the card is lost, the nominal amount of money at the issuer is also lost, and the holder's electronic money cannot be taken or cashed back.

Nofrison (2019), conducted an analytical study of fatwa of Dewan Fatwa Al-Irsyad Association Council Number 005/DFPA/VI/1439 concerning the Haram Discounts Obtained from GoPay and Similar Services. This research is a type of *library research*. The results of the study found that the fatwa of Dewan Fatwa Al-Irshad Association regarding the prohibition of discounts from GoPay and similar services was issued based on the rules, benefits and data available, by stipulating that discounts obtained from GoPay and similar services are unilateral giving from Gojek, where the contract used is closer to the contract *wadi'ah* (entrusted) or *wadi'ah yad dhamanah* (the guarantor's hand).

Apriliana and Erawati (2019) examined how the implementation of Fatwa DSN MUI No.101 of 2016 concerning *al-Ijarah al-Maushufah fi al-Dzimmah* on the GoPay feature. The approach in this study uses qualitative and this type of research is a document study by examining the practice of GoPay and Fatwa DSN MUI NO.101 2016 concerning *al-Ijarah al-Maushufah fi al-Dzimmah*. From the results of the analysis it was found that the GoPay system is included in the category of Fatwa DSN MUI No.101 2016 concerning the IMFZ Agreement, in which the sale and purchase of these services is delivered after payment is made in advance with the specifications and characteristics mentioned at the beginning of the order. This is in accordance with the provisions of the IMFZ itself, especially in terms of the Ujrah (wage) provisions, there are 4 GoPay suitability in the provisions of this fatwa namely non-cash wages, wages obtained

according to consumer and GoJek agreement prices, payments made in cash through GoPay balance, and the tenant who provides wages when the contract is already a renter.

Komarudin (2019) conducted a research to find out the contract *ijarah* with the GoPay payment system and a review of Islamic law on the *ijarah* contract with the GoPay payment at PT. GoJek Serang City Branch. This type of research is a qualitative study, namely research that describes data and information in the field based on facts obtained in the field in depth. The results of the study concluded that the agreement *ijarah* with the GoPay payment system was not debt, but the contract *ijarah*. Based on the provisions, there are some evidence that shows that GoPay payments are not debt transaction. In a debt receivable contract, the money handed over to the recipient of the debt must be returned and as long as the money is still there it will not be forfeited until it is repaid. While the Islamic legal review of the contract *ijarah* with GoPay payments, GoPay payments on online services are permitted in Islamic law, because they are in accordance with the *ijarah dzimmah*, namely rent for benefits. GoPay payments are deposits as wages paid in advance. And also consumers do not conduct transaction with the bank but with GoJek like *e-money* or GoPay. Because the contract is *ijarah dzimmah*, it is the right of the party renting out services to provide *discounts* as *athaya* and gifts permitted by the *shara'*.

RESEARCH METHODS

The research method used is *field research* descriptive-qualitative with *content analysis* research (*content analisis*), library research and normative (*juridical normative*). Technique *Content analysis* is a research method used to determine the conclusions of a text. Or in other words, content analysis is a research method that wants to reveal the author's ideas that are manifested or latent. While *library research* in this study uses secondary data types and sources obtained from research results, articles and reference books that discuss topics related to research themes (Iskandar and Aqbar, 2019).

Considering that this research approach is in the form of library research, the source of research data is taken from secondary data, which was extracted from three legal materials in the form of: (1) primary legal material, namely data taken from the

original source, such as verses of the Qur'an and hadith related to research discussion, Fatwa Dewan Syariah Wahdah Islamiyah's manuscript Number: D.021/QR/DSA-WI/VII/ 1440 H concerning GoPay Law and the similar services, and the Association ruling of Dewan Syariah Wahdah Islamiyah, Edition II, 2018; (2) secondary law, namely the legal materials that explain the primary legal materials, such as books of commentary, *commentary* tradition, the books of fiqh muamalah, books relating to the research, the data in the form of an article from the internet written by experts or practitioners and others which relevant to the issues the object of this research; (3) tertiary legal materials, in the form of source that provide instructions and explanations for primary legal materials and secondary legal materials, such as legal dictionaries, Islamic Economic dictionaries, Arabic-Indonesian dictionaries, encyclopedias, and others that can support the discussion.

RESULT AND DISCUSSION

Overview of GoPay Electronic Money

According to *Bank for International Settlement* (BIS, 1996), *electronic money* defined as "stored-value or prepaid products in which a record of the funds or value available to a consumer is stored on an electronic device in the consumer's possession". Electronic money is a *stored value product* or *prepaid* which a certain amount of money is stored in an electronic media owned by someone. Legally, as stipulated in the latest Bank Indonesia Regulation Number 20/6/ PBI/2018 in Chapter 1 General provisions, Article 1 number 3, electronic money is a payment instrument that meets the following elements:

- a. Issued on the basis of the value of money paid in advance to the issuer
- b. The value of money is stored electronically on a media server or chip; and
- c. The value of electronic money managed by the issuer is not a deposit as referred to constitution which governed for banking

From the above understanding it can be concluded that electronic money is electronic money that has the same value as cash, issued by an issuer that has a license by Bank Indonesia, the value of money stored electronically in an electronic media in the form of a card, *chip* or in a server after carry out the process *top-up* (charging the

balance), then the electronic money functions as a non-cash payment instrument to traders or providers of goods and services, and the value of electronic money is not deposits as referred to in the law governing banking, so that interest are not given as well as not guaranteed by the Deposit Guarantor Corporation (LPS). With a *smartphone* connected to the internet, one can enjoy online transportation services with various features offered, payments can also be made using-based *server*.

One of the electronic money products that can capture the market in Indonesia is GoPay. As explained on its official website, GoPay is electronic money issued by PT. Dompot Anak Bangsa is registered and monitored by Bank Indonesia, which has the same function as cash that can be used as a legal payment instrument, the value of which is the same as the cash value deposited first in the Gopay account ⁵

Several forms of service that are prepared on the GoPay feature (Wijaya, 2018):

- a. *Top-up*, namely a GoPay account balance refill service that can be done through a Gojek driver, can also be done by transferring funds through certain banks in Indonesia or through institutions or *platforms* other specified;
- b. Payment, where GoPay can be used to pay transaction bills to business operators offering their services, each payment will automatically reduce the GoPay balance by the same amount and nominal;
- c. Fund transfer, a service to transfer funds to another GoPay account that will automatically reduce the balance stated in the original GoPay account and add another party's GoPay account balance by the same amount.
- d. Cash withdrawal, a service to withdraw funds contained in a GoPay account through a registered bank, which will automatically reduce your GoPay balance by the same amount.

Reviewed from the type of electronic money, GoPay can be categorized as electronic money *registered* because the identity data of the holder or owner of the electronic money is recorded at the issuer of GoPay. Electronic money is also included in the category of electronic money *reloadable* because GoPay prepares a feature (*top-up* balance). This electronic money value storage media is *server based*. This type

<https://www.gojek.com/gopay/kebijakan-privasi/>. Accessed 20th of April 2020.

of electronic money is a category *multi-purpose* because it provides a variety of economic transaction services. This is because GoPay can not only be used for payment of online transportation services, but can also be used on all types of GoPay services such as GoSend, GoFood and so forth. GoPay can now be categorized as an *open loop*, with many *merchants* working with GoPay.

The Basis of The Fatwa Issuance

Dewan Syariah Wahdah Islamiyah issued a fatwa related to the legal use of GoPay and similar payment because it was based on several things.

First, that the community, especially Wahdah Islamiyah cadres scattered throughout Indonesia with the number of cadres and sympathizers scattered in all provinces in Indonesia, requires an explanation of law *syar'i* regarding the use of GoPay and similar payment. The need for legal issues, conveyed by cadres or sympathizers through the official website Wahdah Islamiyah (www.wahdah.or.id) on the menu "Religious Constitution"⁶, question-answer application "Tabik Ustadz" on *Playstore* or directly (personally) through the media *WhatsApp* and others. The Dewan Syariah Wahdah Islamiyah has full authority to issue fatwas within the scope of the Wahdah Islamiyah organization, so that the fatwa contained in the decree is binding for all Wahdah Islamiyah cadres without exception and specifically becomes a reference for Wahdah Islamiyah organizations in answering issues in the midst of society, aside from also non-binding applies to sympathizers and the entire Muslim community of Indonesia.

Second, that in the context of implementing the function of sharia policy oversight, Dewan Syariah Wahdah Islamiyah must always respond to phenomena that are evolving in the community, especially among Wahdah Islamiyah cadres. Use of the GoPay application has been massive in all circles of society, including among cadres and sympathizers of Wahdah Islamiyah throughout Indonesia. This then becomes a matter of consideration that the Dewan Syariah Wahdah Islamiyah feels it is necessary to make a decision on it and put it in a decree (fatwa).

Ijtihad Method of Dewan Syariah Wahdah Islamiyah

⁶ <https://wahdah.or.id/konsultasi-agama/>. Accessed 20th of April 2020.

Attitude towards the issues that occurred requires a deep research *syamil* (comprehensive) and directed. Dewan Syariah Wahdah Islamiyah in its studies has always prescribed the method of *ijtihad* and *fatwa* which is used as a general guide by all members in deciding every Shariah matter presented by the community.

The view of Dewan Syariah Wahdah Islamiyah towards Islamic Law

Dewan Syariah Wahdah Islamiyah considers that the Qur'an, *As-Sunnah*, *ijmak*, and *qiyas* are the agreed postulates by the scholars of the *Ahlu sunnah wal jamaah* and the details term of each of them are as follows (DSWI, 2018a):

First, The Qur'an. Dewan Syariah Wahdah Islamiyah considers that: (1) The Qur'an includes the arguments agreed in the taking of Islamic law; (2) The Qur'an is a *kalamullah* passed to the Prophet Muhammad *shallallahu alaihi wasallam* which is a special miracle that is worth worshiping; (3) All verses contained in the Qur'an are understandable and no single verse has no meaning, and these are called verses *muhkam*; (4) Among the verses of the Qur'an, there are things which only Allah knows, such as the Spirit, the Hour of Judgment, and the Dead, and these are called verses *Mutasyabih*; (5) *Qiraah* the *syadzah* (*qiraah no mutawatir*) excluding the Qur'an despite its position as the argument is disputed among scholars; (6) There is no meaning *majaz* in the verses relating to the nature of Allah. But apart from the verses of the nature of God, there can be a meaning of its true *majazi* on the condition that the word cannot be understood in meaning, and this is the opinion of some *sunnah*.

Second, *as-Sunnah* Dewan Syariah Wahdah Islamiyah views that: (1) the *as-sunnah* included the arguments agreed in the taking of Islamic law, based on the consensus of the scholars; (2) The *sunnah* or hadith of the Prophet *sallallaahu alaihi wasallam* is all that originates from the Prophet *sallallaahu alaihi wa sallam* in the form of words, deeds, and silence as a form of consent of the Prophet *sallallaahu alaihi wasallam*; (3) The *Sunnah of the Prophet sallallaahu alaihi wasallam* is one of the sources of Islamic law based on Islamic jurisprudence or consensus; (4) The position of the Prophet *sallallaahu alaihi wasallam* is equivalent to the Qur'an because both are revelations of Allah *subhanahu wa ta'ala*, so the *sunnah* of the Prophet *sallallaahu alaihi wa sallam* serves to establish the law of the sharia just as the Qur'an; (5) The *Sunnah of the Prophet sallallaahu alaihi wassalam* sometimes referred to the exact

content of the Qur'an and sometimes also referred to matters mentioned globally in the Qur'an and sometimes mentioned things not mentioned in Al -Qur'an; (6) Hadith *Neither the* nor the hadith , *it* is the basis of law in the Shari'ah either the law or the creed as long as the hadith meets the requirements of the shahih or Hasan.

Third, *Ijmak* Dewan Syariah Wahdah Islamiyah considers that: (1) *Ijmak* (consensus of scholars) included the arguments agreed in the taking of Islamic law; (2) *Ijmak* is the consensus of all mujtahid scholars at a time after the time of the Prophet *sallallaahu alaihi wasallam* in matters of religion; (3) Islamic jurisprudence can be distinguished in three points: a) Muslims agree that Muslims cannot be in agreement except with *sharia*, so it is not possible for people to agree with the basics of lust or without knowledge and clear arguments, b) The source of *ijmak* derived from the Qur'an and the Prophet's teachings, and c) may make *ijtihad* and *qiyas* the basis of *ijmak* during *ijtihad* and the *qiyas* originate in the authentic nas; (4) Among the consequences of *ijmak* as a proposition agreed to in Islamic jurisprudence is that it is obligatory to follow the *ijmak* and it is illegal to bind the *ijmak*, so that if a law is based on *ijmak*, then it is not permissible to *jihad* in the same matter.

Fourth, *Qiyas* (analogy). Dewan Syariah Wahdah Islamiyah considers that: (1) *Qiyas* include the arguments agreed in Islamic law; (2) *Drawing* an event or set of events that there is no basis *nash* by comparing it to an event or other events that have been established by legal texts because there are similarities *gods*; between the two incidents (3) *Qiyas* become very important, given the increasing number of *nawazil* (contemporary issues) that are not present. According to Dewan Syariah Wahdah Islamiyah, the use of the proposition is *qiyas* justified by the following restrictions: a) there is no *nash* in the matter; b) the person using the proposition *qiyas* is a pious and skilled man; and c) the *qiyas* used meet the requirements of *qiyas* the authentic.

Dewan Syariah Wahdah Islamiyah Views on Disputed Legal Sources

In this regard, Dewan Syariah Wahdah Islamiyah has views on *al-ihstisab*, *qaul ash-shahabi*, *syar'u man qablana*, *al-istihsan* and *al-mashlahah al-mursalah*, with the following details (DSWI, 2018a) :

First, *al-Istishab*. Dewan Syariah Wahdah Islamiyah considers that *al-istishab* is *muktabar* proposition for the adoption of Islamic law. *Al-istishab* set the agreed law

in the past, stated to be in force today, unless something has changed. Including *al- al-istishab* is a fixation of inexistence law which was not exist in the past. Dewan Syariah Wahdah Islamiyah views that we are allowed to practice *istishab* on a number of conditions, including: trying as much as possible to find arguments that change the original law, and then believe in certainty or at least a huge assumption that there is no evidence that alters the original law.

Second, *Qaul ash-shahabi* (the word of the Prophet's companion). Dewan Syariah Wahdah Islamiyah considers that the words of the prophet's companions include a *muktabar* proposition. The words of Prophet's companions in what was no possibility for common sense to determine then the word of Prophet's companion is convicted *marfu* came to the Prophet *sallallaahu alaihi wasallam* and can be used to *istidlal* and made argument. If there is disagreement between companions, then this cannot be treated as a matter of dispute between them. It is not permissible for a *mujtahid* after the time of his companions to recite it but it is compulsory for a *mujtahid* to choose the opinions of his companions according to the arguments chosen by the majority of his companions and not be allowed to deviate from their opinions.

Third, *syar'u man qablana*. Dewan Syariah Wahdah Islamiyah considers that the *syar'u man qablana* is a *muktabar* proposition in the application of Islamic law. Islamic Shari'a removes all previous existing Shari'a. *Syar'u man qablana* became our shari'a according to *ijmak* of the scholars if it was in the time before the Shari'a of the Prophet *sallallaahu alaihi wasallam*, then established and affirmed the existence of it in the days of the Prophet *sallallaahu alaihi wasallam*. *Syar'u man qablana* opinion of cannot be considered as *hujah* according to *ijmak* of scholars in two cases, namely: a) if the Shari'ah did not exist in the era before the Prophet as *israiliyyat*; and b) if the Shari'ah existed in the time before the Prophet *sallallaahu alaihi wasallam*, yet the shari'a of Islam explains that the shari'a was removed in the days of the *sallallaahu alaihi wasallam*.

Fourth, *al-Istihsan*. Dewan Syariah Wahdah Islamiyah considers that *Istihsan* is a *muktabar* proposition in the application of Islamic law. *Istishan* is performing the most powerful proposition among two arguments that exist. Scholars who set *istihsan* and give argument on that, what they actually mean is the meaning of *istihsan* with true

meaning, while scholars who reject *istihsan* and denounce those who give argument on that then what they mean is the meaning of *istihsan* with vanity, namely what is considered good by the *mujtahid* by his wits purely on the basis of Shariah law. practice *Istihsan* with the correct meaning is a matter to be agreed upon by the scholars, although some of them differ in terming whether it is *Istihsan* or not *Istihsan*.

Fifth, *al-mashlahah al-mursalah*. Dewan Syariah Wahdah Islamiyah considers that *al-mashlahah al-mursalah* is a *muktabar* proposition in the application of Islamic law. The relationship between *maslahat* and *syariat*:

- 1) this *syariat* was founded on the basis of giving *maslahah* to humankind and rejecting *mafsadat* evils of this world and hereafter
- 2) this *Syariah* is impossible to ignore *maslahat* even a bit and it is no good unless Rasulullah *shallallahu alaihi wasallam* has motivated us to do so and it is not bad unless he has forbidden us from it.
- 3) If it is known that there is no *maslahah* missed even a bit, then it is not possible of a contradiction between the *syariat* and *maslahah*.
- 4) If it is known that a person claims that there is *maslahah* missed from this *syariat*, then there are two possibilities: a) *maslahah* is already in the *Syariah* yet he does not know it; and b) may be what he believes to be *maslahah* yet in reality not a *maslahah*

According to Dewan Syariah Wahdah Islamiyah, works with *al-mashlahah al-mursalah* certainly be with caution, so that *maslahah* can be reached and not against the *maslahah* which more *rajih*, or *mafsadah* (adverse effects) is stronger than take *maslahah* itself, or at least equal to his *maslahah* and *mafsadah*.

The view of Dewan Syariah Wahdah Islamiyah on Disputed Issues (at-taarudh wa at-tarjih)

Dewan Syariah Wahdah Islamiyah (DSWI, 2018a) considers that there is no *sahih* proposition which contradict each other, since they all come from the same source. So if there is a disputed issue it can be caused by two reasons:

1. When the issue is a matter of *nawazil*/ contemporary which there is no *sahih* proposition and *sharih*/ clear for that issue. So the scholars have different perceptions about the law *syar'i* based his dissent against the arguments *musyabihah*/ similar. Dewan Syariah Wahdah Islamiyah is looking to adopt closer proposition to

the truth on the issue while still referring to the opinions and explanations of the scholars based on collective jurisprudence.

2. If the issue is something that has arguments *syllabic* but there is a contradiction between the arguments, either from the strength of the proposition or from the side (*reflexivewajhul istidlaladopts the*), then Dewan Syariah Wahdah Islamiyah following these methods:
 - a. The method of Jama, by combining the opposing arguments to form an opinion that accommodates the whole proposition according to the views of the scholars who chose this view. This method comes first because it adopts the whole of the existing arguments much better than one of them and leaves the other.
 - b. If the method of jama', cannot be performed then if it is known that a more advanced proposition holds or removes the other proposition then this is done.
 - c. When the second method is unable to do so with mentarjih or strengthen and choose one of the arguments based *murajihat* (EN-reasonstarjih-an) are available.
 - d. if the third method is also unsustainable, then the last option is to either *tawaqquf* or not use the contradictory arguments to the *qarain* (supporting arguments) that reinforce one of the three previous methods.

Method of *Istinbath* Legal and Collective Fatwa of Dewan Syariah Wahdah Islamiyah

Each fatwa issued by the Dewan Syariah Wahdah Islamiyah is a Collective Fatwa which is a decision made and formally adopted by the Dewan Syariah Wahdah Islamiyah following a deliberation process in a limited meeting of Dewan Syariah Wahdah Islamiyah's daily meeting. And the outcome of the deliberations resulted in an official ruling, which was later poured into the Decree (SK).

The determination of fatwa Dewan Syariah Wahdah Islamiyah is generally based on Islamic legal sources consisting of shari'ah arguments that have been challenged by scholars who have always co-ordinated the *naqli* and the arguments *aqli* (explained in earlier points).

The fatwa is formally set at a limited meeting of the daily manager of the Dewan Syariah Wahdah Islamiyah. Prior to being discussed in the meeting, an issue had been conducted through a comprehensive study first to obtain a comprehensive description of the problem object (*tashawwur al-problem*), clearly identifying the problem point. After reviewing the issue, the Dewan Syariah Wahdah Islamiyah in its limited meeting issued an official ruling issued in the form of a ruling by considering the *Shari'a maqāsid* and taking into account the social impact of religion and the critical points of various legal aspects (Shariah norms) related to the issue (DSWI, 2018a).

A comprehensive study of an issue is carried out if:

- a. Requests or inquiries made privately from cadres or the public (shariah consultation);
- b. The request of the ruling of Islamic institution / organization of Dewan Syariah Wahdah Islamiyah on a matter;
- c. The development and discovery of religious issues arising from social change, the advancement of science and technology and cultural arts.

In responding to these three issues, Dewan Syariah Wahdah Islamiyah on its weekly meeting of Dewan Syariah Wahdah Islamiyah then considered and decided to conduct a comprehensive study on the issues that were considered important, before being discussed again at a limited meeting on the ruling. If a matter is considered too complex and urgent, the Dewan Syariah recommends that it be taken directly to a limited meeting of the ruling. However, if an issue is considered to require in-depth research or the issue includes *nāzilah*, then Dewan Syariah Wahdah Islamiyah members/ team to discuss it in a scientific paper, which is presented in a *Liqā 'Ilmi* (DSWI, 2018a).

Liqā 'Ilmi is organized by Dewan Syariah, which is preceded by the assignment of scientific papers to one (or team) of Shariah members. *Liqā 'Ilmi* brings together presenters at a time with different materials shared across sessions. *Liqā 'Ilmi* should be attended by members of the Commission who are considered sufficient by the chairman of Dewan Syariah. In *Liqā 'Ilmi*, the Shariah Council also brings or invites several parties: a) all members of Dewan Syariah Wahdah Islamiyah plenary; b) the related party; and c) experts in the field or experts related to the issue to be consulted for feedback and comments related to their field of expertise (DSWI, 2018a).

In each session of *Liqā' Ilmi*, the presenters presented their findings in front of the participants *Liqā' Ilmi*. The participants then respond to the interviewer in the form of questions, explanations, or just suggestions included in a deeper discussion. Once the material and discussion is over, the narrator or event director (at the direction of the chairman of the Dewan Syariah) reads out the points that are the recommendations that are brought to the limited meeting of the ruling.

In deciding a Fatwa of Dewan Syariah Wahdah Islamiyah, the members first consult, after which the process of considering, reckoning, observing and determining the legal status of the issues that occur in the society, by looking at the condition of society (legal relevance). As well as the ruling on the use law of GoPay and similar payment, the Dewan Syariah Wahdah Islamiyah has first considered the benefits and dangers that may come from using GoPay and so forth.

Before deciding the fatwa, Dewan Syariah Wahdah Islamiyah also first considered the opinions of related scholars, as there were differences of opinion of the scholars. Some legalize, some ban, some legalize, some say halal or illegal depending on the system being applied.

The basic argument of law or as a method *istinbat* law used by Dewan Syariah Wahdah Islamiyah in the use GoPay and similar payment (DSWI,2018b):

1. The word of Allah Almighty in the Qur'an Surah al-Maidah verse 1

{ يَا أَيُّهَا الَّذِينَ ءَامَنُوا أَوْفُوا بِالْعُقُودِ... }

“O you who have believed, fulfill (all) contracts...”

2. The word of Allah Almighty in the Qur'an Surah al-Nisa ayat 29:

{ يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ... }

“O you who have believed, do not consume one another's wealth unjustly but only (in lawful) business by mutual consent...”

3. Hadith Rasulullah narrated by Muslims from his companion Abu Sa'id al-Khudri:

لا تَبِيعُوا الذَّهَبَ بِالذَّهَبِ، إِلَّا مِثْلًا بِمِثْلٍ، وَلَا تُشِفُّوا بَعْضَهَا عَلَى بَعْضٍ، وَلَا تَبِيعُوا الْوَرَقَ بِالْوَرَقِ، إِلَّا مِثْلًا بِمِثْلٍ، وَلَا تُشِفُّوا بَعْضَهَا عَلَى بَعْضٍ، وَلَا تَبِيعُوا مِنْهَا غَائِبًا بِنَاجِزٍ.

“Do not sell gold for gold except for the same (size) and do not add some over the other; do not sell silver with silver unless it is the same (size) and do not add any of the others; and do not sell those gold and silver that are not in cash.”

4. Hadith Rasulullah narrated by al-Tirmidzi with *sanad hasan sahih* from companion ‘Amr bin ‘Auf al-Muzani:

الصلح جائز بين المسلمين إلا صلحاً حرم حلالاً أو أحل حراماً والمسلمون على شروطهم إلا شرطاً حرم حلالاً أو أحل حراماً

“Shulh (settlement of disputes through deliberation for mediation) can be practiced among Muslims except shulh who prohibit the halal or legalize the illegal; and Muslims are bound by the conditions that they agree to except those that prohibit lawful or legalize illegal.”

5. Theorem which said:

الأصل في الأشياء الإباحة حتى يدل الدليل على التحريم

“The original law of all things is permissible until there are arguments against it.”

6. Theorem which said:

المعروف عرفاً كالمشروط شرطاً

“Everything that has been known for urf as required for a condition.”

In addition to several verses of the Qur'an and the above hadith, Dewan Syariah Wahdah Islamiyah also saw and paid attention to some opinions of the scholars and the results of deliberations (*liqa' ilmi*), namely:

1. The opinion of of Imam Malik, in Kitab *al-Mudawanah al-Kubra*, Volume 3, p. 90, regarding the ability to use the medium of exchange of material agreed upon by human;
2. The opinion of Ibn Taymiyah in the Book of *Majmu' al-Fatawa*, Volume 19, p. 251, that the dinar and dirham are as *tsaman* (price) which function as a standard for the object of trading transaction;
3. Fatwa Dewan Syariah Nasional, Majelis Ulama Indonesia No: 116 / DSN-MU / IX / 2017 concerning Sharia Electronic Money;
4. Results of the 19th *Liqa' Ilmi* Dewan Syariah Wahdah Islamiyah on 7th of Friday, 1439 H / 24 February 2018 AD;
5. The result of Dewan Syariah Wahdah Islamiyah Directors on daily committee discussion on the 28th of July 1440 H / 06 March 2019 AD that GoPay and similar payment can be categorized as a contract *sharf* (money exchange).

Legal Status of the Use of GoPay and similar payment in Islamic Law According to Dewan Syariah Wahdah Islamiyah

Considering that transactions using electronic money in online transportation include contemporary cases, Dewan Syariah Wahdah Islamiyah undertook later *takyif fiqh* or adaptation as an effort to approach fiqh to contracts known previously in muamalah, so that the choice of law for the transaction was closer to the truth.

In its study Dewan Syariah Wahdah Islamiyah saw at least four possibilities for *fiqh takyif* in this transaction model, namely *al-ijarah al-mauṣūfah fi al-ḥimmah*, *wadiah*, *qard*, and *sharf*, with the following description (DSWI, 2019c; Wijaya, 2018):

First, *al-ijarah al-mauṣūfah fi al-ḥimmah*. Among the forms of *ijarah* commonly found in contemporary muamalah contracts is the contract *ijarah* in the form of *bai 'salam* (order buying and selling). This agreement better known as *contractal-ijarah al-mauṣūfah fi al-ḥimmah*. Dewan Syariah Nasional Majelis Uama Indonesia (DSN-MUI, 2016) defines this contract with a lease agreement for the benefits of an item (benefit

ain) and / or service (*charity*) which at the time of the covenant was only mentioned by its nature and specifications (quantity and quality).⁷

Second, *Wadiah*. Deposited items in the first are known as the term *wadiah*. The word *wadiah* comes from the word *wadaa 'syai* (to save something) or *taraka shai* (to leave something). Deposited goods are called *wadiah* because they are left behind to the person they are depositing. process *Top-up* on GoPay application can be *takyif* as a process as storage of money or *wadiah*, the deposit money will be used for the purposes of payment of transport services.

Third, *qard*. The loan in economic activity is called *qard*, etymologically *qard* meaning *al qata* (deductible), it is said that because the lender when he lends his money is like deducting part of his property, among the definitions *qardh* is the term given by the lender (*muqridh*) to the recipient a debt (*muqtarid*) to be returned to him (*muqridh*) as he received it, when he was able to repay it”. The process *top-up* of the substance is *qard* (loan). GoPay deposits can be equated its legal with a cash transaction at a convenience store near your home with the intention of retrieving them whenever you require them, payment of the price of goods can be deducted directly from the balance of money that has been deposited. The substance of the contract in conducting *top-up* is *qard* (loan), where the consumer is a *muqrid* (lender) while the GoPay (Gojek) *organizer* is a *muqtarid* (receive the loan), so the discount received by *muqrid* (lender) from *muqtarid* (receive the loan) is usury because every benefit of a legal loan is usury, as the principle of fiqh that “every loan (loan) brings with it (profit), then it is usury.”

Fourth, *sarf*. Currency exchange in fiqh muamalah is called *sharf* contract. Etymologically, *al-sarf* has the meaning of *al-ziyadah* (supplementary), whereas terminologically, *al-sarf* is “currency exchange with other currencies of one kind or another” (Al-Zuhaili, 1433H). Charging balance (*top-up*) can be *takyif* as a kind of currency exchange contract, which rupiah exchange in the form of paper money with electronic money.

⁷ Dewan Syariah Nasional Majelis Ulama Indonesia, *Fatwa Nomor 102/DSN-MUI/X/2016 tentang akad Al-Ijārah al-Mausufah fi al-Dzimmah Untuk Produk Pembiayaan Pemilikan Rumah (PPR)-Inden*, h.7.

Based on the four approaches or *takyif* above, Dewan Syariah Wahdah Islamiyah (DSWI, 2018c) argues that the *takyif fiqh* that is closer is the contract *ṣarf*. This was determined for the following reasons:

1. GoPay includes official electronic money issued according to Bank Indonesia regulations, the balance on GoPay is *ṣaman* (value of money) not *maṣmūn* (goods or services), so that the exchange of money with cash in cash is a form of contract *ṣarf*, not a refund of deferred money such as *wadi'ah* and *qard* nor is it the exchange of money with benefits such as *al-ijārah al-mauṣūfah fi al-ẓimmah*.
2. Scholars agree that the contract *wadi'ah* including contract mandate, so diperkenangkan for *muwaddi'* (which is entrusted) to use/ exploit consignment without the permission of *muwaddi* (owner of the goods), if the owner of the goods to give up her possessions utilized then automatically its contract switch from ceremony *wadi'ah* move to *qard* contract. In accordance with Bank Indonesia rules that the issuer can manage the incoming funds so that it is not right to say as *wadi'ah* contract.
3. If the process of top-up (fill the deposit) is categorized as *qard* contract, then the discount given by the transportation service company (Gojek) is not categorized as a benefit that contains usury, because the discount obtained by consumers (lenders) is not from the issuer (recipient loan) but from a third party, from a trader, in this case an online transportation service provider or a *merchant* particular, so that the gift (discount) is categorized as an allowable gift.

Because the contract of *ṣarf* is seen as the most appropriate contract in the process *top-up* electronic money, the legal consequence is that it is permissible to pay for online transportation services using electronic money (GoPay) because it meets the requirements of a contract in *ṣarf* similar cash and with the same value. The discounts given by online transportation companies are not including usury but *aṭaya* (gifts) are permitted. However, considering that electronic money continues to grow dynamically from time to time, the *takyif fiqh* will always be dynamic following the rules and regulations (Wijaya, 2018).

Dewan Syariah Wahdah Islamiyah views that there are two types of contracts in GoPay transactions, the first contract is *ṣarf* where consumers exchange their rupiah

cash into electronic money also in rupiah form, so that the substance has no *wadiah* (deposit) and no *qard* (loan) in the top process -up, there is only a change of form from cash to electronic, then the second contract is *ijārah*, so that although consumers get discounts from service providers (Gojek) there is no problem because it is the usual gift not usury (DSWI, 2018c).

Considering that the GoPay contract can be categorized as a contract *ṣarf* because the two main conditions in the contract *ṣarf* have been fulfilled namely cash and there is no additional if exchanged for the same type of money, GoPay transactions are permitted and not usury. Therefore, the Syariah Council of Wahdah Islamiyah then decided (DSWI, 2018b):

1. The legal origin GoPay utilization and similar payments are allowed as long as meet the rules of *ṣarf* (exchanging money);
2. Discounts obtained through payment of GoPay and similar payment include *athaya* (gifts) which are permitted and do not include benefits from receivables (usury);
3. Appeal to all muslims to maintain unity and and respect each other's differences in addressing this problem.

CONCLUSION

Dewan Syariah Wahdah Islamiyah as one of the core management elements in the Wahdah Islamiyah (Ormas) Organization which functions as an institution for sharia policy determination and oversight also takes part in reviewing and establishing its laws. Dewan Syariah Wahdah Islamiyah issued a fatwa related laws of GoPay and similar payments usage because it is based existence of the needs of society, especially the cadres of Wahdah Islamiyah scattered across Indonesia towards the legal clarification *shar'ī* on the use GoPay and similar payment. In the context of implementing the function of sharia policy oversight, Dewan Syariah Wahdah Islamiyah then responds to the phenomenon that is developing in the community, especially among Wahdah Islamiyah cadres by making a decree on it and putting it in a decree (fatwa).

Dewan Syariah Wahdah Islamiyah in its studies always determines the *ijtihad* and fatwa methods which are used as general guidelines by all members in deciding any

Sharia matters submitted by the public. In its *ijtihad* method, Dewan Syariah Wahdah Islamiyah views that the Qur'an, *as-sunnah*, *ijmak*, and *qiyas* are arguments agreed upon by ulama *ahlus sunnah wal jamaah*. Dewan Syariah Wahdah Islamiyah considers that several disputed sources of law include *al-ihthasab*, *qaul ash-shahabi*, *syar'u man qablana*, *al-istihsan* and *al-mashlahah al-mursalah*, including the evidence for the making of Islamic law. Then, the Wahdah Islamiyah Sharia Council also views that there are actually no valid arguments that are contradictory and contradictory, because they all come from the same source.

Every fatwa issued by Dewan Syariah Wahdah Islamiyah is a Collective Fatwa, which is a decision issued and officially determined by the Dewan Syariah Wahdah Islamiyah after going through a deliberation process in a limited meeting of Dewan Syariah Wahdah Islamiyah daily board. Determination of the fatwa of Dewan Syariah Wahdah Islamiyah in general is based on the source of Islamic law consisting of *syar'i* arguments which are considered to be a *muktabar* by the scholars who always harmonize between the *naqli* and the arguments *aqli* (explained in the previous points). Based on the arguments, both from the Qur'an, the hadith, and the words of the related fiqh scholars, the Wahdah Islamiyah Syariah Council then decided that the law of origin of the use of GoPay and similar payments were permitted as long as it fulfilled the rules of the *Sarf* (money exchange), where discounts obtained through GoPay payments and similar payments include *athaya* (gifts) that are permitted and do not include benefits from receivables (usury).

REFERENCES

- Al-Zuhaili, W. (1433 H). *Al-Fiqh al-Islami wa Adillatuhu*. Dimasq: Dar al-Fikr, h.659.
- Apriliana, E. S., & Erawati, D. (2019). Tinjauan Penerapan Fatwa DSN MUI No. 101 Tahun 2016 Tentang Al-Ijarah Al-Maushufah Fi Al-Dzimmah Terhadap Fitur GoPay. *At-Taradhi: Jurnal Studi Ekonomi*, 10(2), 157-167.
- BI (Bank Indonesia). (2009). *Peraturan Bank Indonesia Nomor 11/12/PBI/2009 tentang Uang Elektronik*. Jakarta: BI.
- BI (Bank Indonesia). (2016). *Peraturan Bank Indonesia Nomor 18/40/PBI/2016 tentang Penyelenggaraan Pemerosesan Transaksi Pembayaran*. Jakarta: BI.

- BI (Bank Indonesia). (2018). *Peraturan Bank Indonesia Nomor 20/06/PBI/2018*. Jakarta: BI.
- BIS (Bank for International Settlements). (1996). *Implications for Central Banks of the Development of Electronic Money*. Basel: BIS, 1996).
- DF-PAI (Dewan Fatwa Perhimpunan Al-Irsyad). (2018). *Fatwa Dewan Fatwa Perhimpunan Al-Irsyad No : 005/DFPA/VI/1439 tentang Haramnya Diskon yang didapatkan dari GoPay dan layanan yang sejenisnya*, hal. 2.
- DSN-MUI (Dewan Syariah Nasional Majelis Ulama Indonesia). (2016). *Fatwa Nomor 102/DSN-MUI/X/2016 tentang akad Al-Ijārah al-Mausufah fi al-Dzimmah Untuk Produk Pembiayaan Pemilikan Rumah (PPR)*, h.7.
- DSWI (Dewan Syariah Wahdah Islamiyah). (2018a). *Himpunan Keputusan Dewan Syariah Wahdah Islamiyah*, Edisi II. Makassar: Dewan Syariah Wahdah Islamiyah.
- DSWI (Dewan Syariah Wahdah Islamiyah). (2018b). *Surat Keputusan Dewan Syariah Wahdah Islamiyah Nomor: D.021/QR/DSA-WI/VII/1440 tentang Hukum GoPay dan Sejenisnya*.
- DSWI (Dewan Syariah Wahdah Islamiyah). (2018c). *Resume Liqa' Ilmi 19 Dewan Syariah, 2018*.
- Insley, V., and Nunan, D. (2014). Gamification and the online retail experience. *International Journal of Retail & Distribution Management*, Vol. 42, Issue 5, (2014), p. 340-351.
- Iskandar, A., Aqbar, K. (2019). Reposisi Praktik Ekonomi Islam: Studi Kritis Praktik Ekonomi Islam di Indonesia. *NUKHBATUL 'ULUM: Jurnal Bidang Kajian Islam*, 5(1), 39-53. <https://doi.org/10.36701/nukhbah.v5i1.68>.
- Komarudin, K. (2019). *Studi Analisis Terhadap Pembayaran GoPay Dalam Perspektif Akad Ijarah (Studi di PT. GoJek Cabang Kota Serang)*. Doctoral Dissertation: UIN SMH Banten.
- Nengsih, N. (2019). Analisis Terhadap Fatwa Dewan Syari'ah Nasional Majelis Ulama Indonesia (DSN-MUI) Tentang Uang Elektronik Syariah (Studi Kartu Flazz BCA, GoPay, dan Grab-Pay). *Jurisdictie: Jurnal Hukum dan Syariah*, Vol. 10, No.1 (2019). p.56-77.
- Nofrison, F. (2019). *Studi Analisis Terhadap Fatwa Dewan Fatwa Perhimpunan Al-Irsyad No : 005/DFPA/VI/1439 Tentang Haramnya Diskon yang Didapatkan dari GoPay dan Layanan yang Sejenisnya*. Skripsi: Jurusan Hukum Ekonomi Syariah

(Muamalah), Fakultas Syari'ah dan Ilmu Hukum, Universitas Islam Negeri Sultan Syarif Kasim Riau.

Ramadhan, I., Herman, S., dan Saputra. R. (2020). Metode *Istinbat* Dewan Syariah Wahdah Islamiyah dalam Menetapkan Hukum Bpjs Kesehatan Mandiri. *BUSTANUL FUQAHA: Jurnal Bidang Hukum Islam*, Vol. 1, No. 1 (2020), p. 62-81.

Usman, R. (2017). Karakteristik Uang Elektronik dalam Sistem Pembayaran. *Yuridika*, Vol. 32 No. 1, p. 134-166.

Wijaya, H. (2018). *Takyīf Fiqh* Pembayaran Jasa Transportasi Online Menggunakan Uang Elektronik (GoPay dan OVO). *NUKHBATUL 'ULUM: Jurnal Bidang Kajian Islam*, 4(2), 187-203. <https://doi.org/10.36701/nukhbah.v4i2.46>.