



E-Money According to Maqashid Sharia in Wahbah Zuhaili's View

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Article Info	Abstract
<p>Article history: Received June 07, 2023 Revised July 01, 2023 Accepted August 27, 2023 Available online September 15, 2023</p> <p>*Corresponding author email: karuniaartidwi@gmail.com Phone number: 088235741746</p> <p>Keywords: E-Money, Maqashid Sharia, Wahbah Zuhaili</p>	<p>This study described e-money scope and how it is compatible with <i>maqashid sharia</i> according to Wahbah Zuhaili's thought. This research uses a library research method approach sourced from previous research results, magazines, articles, books, journals, etc. Found some transactions in e-money, namely; 1) issuance and top-up transactions; <i>wadi'ah</i> contract and <i>qardh</i> contract 2) payment transactions; al-sharf contract, <i>wakalah</i> contract, and <i>ijarah</i> contract, and 3) Refund. Based on e-money transactions, it is permitted in <i>maqashid sharia</i> and complies with Bank Indonesia Regulations. However, many issuers provide cashback to attract people to use e-money. Cashback is allowed, if cashback is not an interest-bearing loan mode, cashback is not a requirement to get a discount and there is clarity on the price of the goods being traded. Based on Wahbah Zuhaili's thought explains that e-money can use for transactions cause e-money regulation appropriate is with conditions for new things in <i>maqashid sharia</i>. However, the if the review from Sharia was certain, e-money can use if the <i>riba</i> element through cashback is eliminated. The cashback can be used if the additions are given only as a marketing and in the form of grants.</p>
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INTRODUCTION

The rapid development of technology has an impact on the development of payment systems in business transactions, especially in maintaining the continuity of the business relations of the parties. The payment system, which is one of the pillars supporting financial system stability, has developed, which previously only used cash and now has penetrated digital payment systems or what can be called electronic money (e-money). (Tarantang et al., 2019, p. 62) The emergence of e-money in Indonesia originated from one of Bank Indonesia's agendas to realize a less-cash society, resulting in Bank Indonesia Regulation Number 11/12/PBI/2009. (Musdalifah Dimuk, 2021, p. 365)

Then, Bank Indonesia refined the regulations regarding electronic money by issuing Bank Indonesia Regulation Number 20/6/PBI/2018 explains about electronic money, (Bank Indonesia, 2018) and revoked Bank Indonesia Regulation Number 11/12/PBI/2009 in 2009, (BI, 2009) Bank Indonesia Regulation Number 16/8/PBI/2014 in 2014, (B. Indonesia, 2014) and Bank Indonesia Regulation Number 18/17/PBI/2016 in 2016. (Peraturan Bank Indonesia Nomor 18/17/PBI/2016, 2016) After renewing these regulations, electronic money continues to increase every year. As information submitted by Katadata Media Network, that electronic money circulating in Indonesia in November 2022 will exceed 772.57 million units.

This number increased by 34.28% from the position at the end of 2021. In addition, the value of e-money transactions during the January-November 2022 period reached 1.03 quadrillion IDR. This value jumped 46.44% compared to the previous year's period. (Network, 2023) In this paper, the author wants to see e-money from the view of a Fiqh scholar named Wahbah Zuhaili. Wahbah Zuhaili is a religious figure who was born in the village of Dir Athiyah, Qalmun, Damascus, Syria on March 6, 1932 AD or 1351 H with the name Wahbah Ibn Al-Sheikh Musthafa Al-Zuhaili. In 1975 he received the title of professor, which was then busy with teaching, writing, giving fatwas, giving seminars, and dialogues inside and outside Syria. In the academic field, he became the head of the Islamic Fiqh study program, Faculty of Sharia, Damascus University. (Muhammadun, 2020, p. 280) Therefore the author wants to review e-money according to Maqashid Sharia in the view of Wahbah Zuhaili as a Fiqh scholar.

METHOD

In this study, the author used the library research method. Library research is a research method that analyzes a text or research results from an event conducted by previous research. Data sources in library research are based on information derived from books, journals, notes, magazine, research results, and so on. (Milya Sari, 2020, p. 44) The object to be studied is electronic money through the elaboration of its scope, as well as a review of wahbah zuhaili's views on in terms of its sharia maqashid. Data collection carried out by researchers goes through several stages, namely; (Darmalaksana, 2020, p. 3) collecting literature related to e-money and maqashid syariah according to Wahbah Zuhaili, classifying research sources that are primary and

secondary, quoting Wahbah Zuhaili's thoughts on maqashid sharia, analyzing and researching e-money from Wahbah Zuhaili's point of view in terms of his sharia maqashid. This research has data sourced from primary data and secondary data, primary data are all forms of information derived from books or journals that contain Wahbah Zuhaili's thoughts on maqashid sharia directly. While secondary data is data obtained from other sources related to research, such as articles, journals, and citing or reviewing things related to research.(Zuchri Abdussamaddad, 2021, p. 216)

RESULT AND DISCUSSION

E-Money

Electronic money is an electronic payment instrument obtained through depositing a sum of money to the issuer, either directly or indirectly which can be through issuing agents, or by debiting an account at a bank. In the process, the value of money will be entered into the value of money in electronic money media, which is expressed in units of Rupiah.(Ivo Sheila Andraresta Sinaga Yusrizal, 2023, p. 658) Electronic money is different from other single-purpose prepaid cards such as telephone cards because electronic money can be used for various types of payments multi-purpose addition, electronic money is also different from other card-based electronic payment instruments such as credit cards and debit cards. Credit cards or debit cards included in APMK (Card-Based Payment Instruments) do not include prepaid products but access products.(Kamaluddin et al., 2022, p. 237) Between prepaid products and access products have different characteristics, namely;(Firmansyah, 2018, p. 79)

1. Prepaid product
 - a. The value of money must have been recorded in instruments in electronic money or often called stored value.
 - b. Funds recorded in electronic money have become the right of consumers.
 - c. During the transaction, the transfer of funds in the form of electronic value derived from the e-money card to the merchant terminal offline. When doing so, it is enough to verify at the merchant level (point of sale) or where the customer makes payments, without having to go online to the issuer's computer.
2. Access product (APMK)
 - a. There is no recording of funds on the card instrument.
 - b. Funds are fully under the management of the bank, as long as there is no authority from the customer to make payments.
 - c. At the time of the transaction, the card instrument is used to make online to the issuer's computer to obtain authority to make payments at the customer's expense, both in the form of deposit accounts (debit cards) and loan accounts (credit cards). After that, the issuer will authorize the card so that the customer's account can be

debited immediately. It is understandable if the payment credit or debit card is made online to the issuer's computer.

In Indonesia, all financial transactions will be regulated by Bank Indonesia Regulations as a bank to regulate operational standards including electronic money. According to the Law of the Republic of Indonesia Number 3 of 2004 Article 1 Number 1 Article 4 Paragraph 3 explains that Bank Indonesia is declared a legal entity by this Law and it is intended that there is clarity on the authority of Bank Indonesia in managing its assets apart from the State Revenue and Expenditure Budget. In addition, Bank Indonesia as a public legal entity has the authority to stipulate regulations and impose sanctions within the limits of its authority. (UU RI No 3 Tahun 2004, 2004, p. 20) Then in Bank Indonesia Regulation Number 20/6/PBI/2018 explains about electronic money. Article 1, paragraphs 3 explain that *electronic money* is a means of payment that meets the following elements: (Bank Indonesia, 2018, p. 3)

1. Issued based on the value of money deposited in advance to the issuer;
2. Money is stored electronically in a server or chip media;
3. Used as a means of payment to money merchants who are not issuers of such electronic money; and
4. The value of electronic money managed by the issuer is not a deposit as referred to in the law governing banking

Types of E-Money

E-money has two types when viewed in terms of recording holders' identity data, namely; (Firmansyah, 2018, p. 83)

1. Registered
 - a. Registered means the identity data of the consumer's consumer recorded and registered with the issuer.
 - b. The value of money recorded on the chip or server is at most 5 million.

Facilities provided by registered e-money as referred to in Bank Indonesia Regulations, namely; Holder registration, top-up, transaction payments, bill payments, fund transfers, cash withdrawals, distribution of government assistance programs to the public, and others.

2. Unregistered
 - 1) Unregistered means that the consumer's consumer identity data is not recorded and not registered with the issuer.
 - 2) The value of money recorded on the chip or server is at most 1 million.

Facilities provided by unregistered e-money as referred to in Bank Indonesia Regulations, namely; holder registration, top-up, transaction payment, bill payment, and other facilities based on Bank Indonesia approval.

Contracts in E-Money

In general, there are three types of electronic transactions, namely issuance and filling, payment and refunds, namely:(Hadikusuma, 2021, p. 5)

1. Issuance and top-up transactions

Electronic money transaction activities start with the issuance of storage media (by the issuer) which will be used to store the value of electronic money. These media are chip-based (in cards) or server-based (in computers or gadgets). After issuance, the next process is filling in the electronic money balance. In media in the form of cards, the issuer usually pre-loads electronic money on the card to be sold to consumers. Whereas in server-based media, electronic money is filled based on the conversion of cash deposited by the user, and the value is stored in hardware on a computer or device. If then the electronic money balance from the first filling has been used up, the user will top-up by depositing an amount of money to the issuer to then convert it into electronic money.

2. Payment transactions

The function of the existence of electronic money is basically for the needs of payment transactions. Electronic money replaces the role of cash to be used as a means of payment for goods or services. By using electronic money, transactions between parties no longer have to use traditional methods that require face-to-face meetings or are carried out with cash.

3. Refund transactions

Refund means exchanging the value of electronic money back to be converted into money as usual. Electronic money users can make a refund when they want to end the use of electronic money and there is still a balance left in their storage media or when the validity period of the electronic money storage media has expired.

Maqashid Sharia

Maqashid comes from the Arabic word مقاصد plural of the word قصد, meaning purpose and purpose. While sharia is a law of Allah that is set on man to be obeyed to live happily in the world and hereafter. (Helim, 2019, p. 7) While wahbah zuhaili argues that maqashid sharia is monologically the goal, objective, result, and meaning that has been maintained by sharia in all its laws, the establishment of law seeks to achieve the goals of shari'a, anytime and anywhere.(Zuhaili, 2006, p. 101) Then wahbah zuhaili in his book *Ushul al Fiqh al Islami* sets the conditions for determining something new in the maqashid of sharia, namely:(Al-Zuhaili, 1986, p. 1019)

1. Must have a fixed nature which means that the meanings contained must be fixed or solid,
2. It must be clear so that the scholars do not have differences of opinion in establishing the law,
3. It must be measurable which means that the size or limitation is clear so that there is no doubt in its existence, and

4. Applicable to the public, which means that it will not have a different meaning because of the comparison of time and place.

The four aspects above are interrelated and related to Allah as the maker of sharia (*as-shari'a*). Allah can't establish a law without any benefit in it, either in a command to perform or in an activity prohibited by the Shari'a. It is certain that Allah establishes laws for the benefit of man and not to make things difficult for a man or impose burdens beyond human capacity. (Helim, 2019, p. 20) The aim of maqashid sharia comes to reach the benefit and is divided into three parts, namely: (Zuhaili, 2006, p. 112)

1. *Al-Maslahah Dhoruriyah*

Al-Maslahah Dhoruriyah is the need of mankind regarding religion and the world, their life in the Hereafter depends on these needs. If these needs are not met, then the order of human life will experience lameness so human life will be disrupted and be in the valley of destruction and collapse. *Al-Maslahah Dhoruriyyah* there are five elements, namely; religion, soul, mind, heredity, and possessions. Derived from these five elements, five goals must be met to get peace of life, namely *hifdu din*, *hifdu nafs*, *hifdu aql*, *hifdu nasl*, and *hifdu mal*.

2. *Al-Maslahah Hajiyyah*

Al-Maslahah Hajiyyah is a secondary need that people need to secure the affairs of life easily, alleviate difficulties and free them from the burdens of life. If these secondary things are not fulfilled, their living systems are not disturbed, their existence is not threatened, they do not feel danger, destruction, and chaos. But what they feel is shame and difficulty, so the provision that achieves the interests of those who need *al-maslahah hajiyyah* to lift the shame from them, facilitate them in *muamalat*, and help them to defend the necessary interests, and preserve them through *maslahah hajiyyah* or necessity. (Zuhaili, 2006, p. 113)

3. *Al-Maslahah Tahsiniyyah*

Al-Maslahah Tahsiniyyah is a tertiary need that demands ethics and morality because man needs it to conduct the affairs of life in the best and most comprehensive way. If tertiary needs are lost, people's lives are not disturbed and people feel no shame but feel disgust for themselves, they deny their reason, and they lose their instincts. The existence of *al-maslahah tahsiniyyah* to improve human life.

Sharia Contracts in E-Money

Sharia contracts in e-money, namely; (Firmansyah, 2018, p. 252)

1. *Akad al sharf*

E-money is a payment instrument issued based on the value of money deposited first by the consumer, then the value of money will be stored electronically in an electronic money medium used as a means of payment by the holder to the merchant, and then the nominal electronic money will move from the owner of the electronic card to the electronic

money value storage terminal. From these transactions, it can be understood that whatever the unit of value, has the aim of facilitating the transaction. With this, the value of money is equated with electronic money which is a form of exchange or buying and selling similar currencies or called *al-sharf* in *muamalat fiqh*.

However, in *fiqh muamalat* buying and selling currency or *al-sharf* is synonymous with the exchange of gold for gold, silver for silver, or gold to silver which also applies from money to electronic money. In *fiqh muamalat* the currency exchange has conditions that must be met, namely; cash, the same amount, there can be no *khiyar* conditions, and cannot be suspended. If implemented in electronic money, what must be done when using cash must meet these conditions. When making such transactions, electronic money immediately transfers power to the consumer by containing the nominal money paid. Then there are no *khiyar* conditions, then each party must fulfill the obligation to give their respective rights by carrying out obligations and the granting of their respective rights is only considered the transaction is complete.

2. Akad ijarah

Ijarah is the lease of rent for an item and wages for a service within a period through the payment of rent or remuneration for services. *Akad ijarah* is used in leasing, leasing, equipment or there are services provided by electronic money.

3. Akad wakalah

Wakalah is the granting of power of attorney to another person to represent that person as the authorizer in a permissible and known money transaction. (الزحيلي, 2002, p. 89) *Akad wakalah* has used if the issuer cooperates with another party as the issuing agent who represents it in electronic money transactions.

4. Akad wadi'ah

In the implementation of a *wadi'ah* contract in e-money, there are provisions and restrictions applied, namely; the nominal amount of e-money is a deposit that can be taken or used at any time, the nominal amount of e-money cannot be used by the issuer except with the permission of the consumer if the e-money is used by the issuer with the permission of the consumer, the contract will change to a *qardh* contract, the relevant authority must limit the issuer from using funds from the consumer (*float funds*) and the use of funds by the issuer must not be contrary to sharia and applicable laws and regulations.

5. Akad qardh

Qardh adalah memiliki harta dari seseorang dengan melakukan pengembalian tanpa adanya tambahan. (الزحيلي, 2002, p. 79) In the implementation of the *qardh* contract in e-money, there are provisions and restrictions applied, namely; The nominal amount of e-money is debt that can be taken and used by the consumer at any time, the issuer can use the e-money payable, the issuer must return the principal amount of the e-money

holder's receivables at any time according to the agreement, the relevant authority must restrict the issuer from using debt or borrowed funds from the consumer (float fund) and the use of funds by the issuer must not be contrary to sharia and applicable laws.

E-money According To Maqashid Syariah In Wahbah Zuhaili's View

Talking about the goals of maqashid syariah, *hifdu mal* is one from *maslahah ad-dhrruriyyah* and it is one of the important elements in Maqashid sharia related to the benefit of property. Therefore, we need to know the extent of the compatibility of electronic money with *sharia maqashid* in terms of safeguarding property. Before describing e-money according to maqashid syariah, it will first describe the provisions of e-money by maqashid syariah. To maintain or maintain the property, there are three conditions must be met according to Ahmad Al-Mursi Husain Jauhar, namely; (Firmansyah, 2018, p. 232)

1. Requires that the property collected must be lawful and not have the slightest element of haram
2. Property used for halal purposes, and
3. This property must be issued by Allah with zakat, infaq, and shodaqoh to people in need.

Further, the author will review the use of e-money from the provisions of PBI and maqashid sharia, namely as follows;

1. Issuance and refill transactions (top-up)

The DSN-MUI fatwa regarding electronic money states that the valid contract between the issuer and the user is *wadi'ah* or *qardh*. (Hadikusuma, 2021, p. 811)

a. Akad Wadi'ah

In the implementation of *wadi'ah* contract in e-money, there are provisions and prohibitions applied, namely; The nominal amount of e-money is a deposit that can be taken or used at any time, the nominal amount of e-money cannot be used by the issuer except with the permission of the consumer if the e-money is used by the issuer with the permission of the consumer, the contract will turn into a *qardh* contract. The relevant authorities must restrict the issuer from using funds from consumers (float fund) and the use of funds by the issuer must not be contrary to sharia and applicable laws and regulations.

Derived from the explanation above, it has complied with Bank Indonesia Regulation Number 20/6/PBI/2018, but there is one regulation that contradicts PBI, namely e-money is not a deposit like in banks. The regulation provides conditions for money that has been deposited can be managed by the issuer, while in this contract the consumer's money cannot be used by the issuer. Then the *wadi'ah* contract if reviewed in the maqashid sharia has been explained that the provisions in the *wadi'ah* contract or deposit have become the basis of the contract, where the issuer may not use the funds deposited by the consumer because the *wadi'ah* contract is a trust contract in which the goods deposited must be maintained, not just the

value.(Hadikusuma, 2021, p. 810) If the use of funds deposited by the issuer continues, it can damage the agreed basic foundation resulting in contract damage. As for if approved by the consumer, the contract will change to a *qardh* contract.

b. Akad Qardh

As previously described, e-money in the *qardh* contract, when reviewed in Bank Indonesia Regulation Number 20/6/PBI/2018 has fulfilled all applicable requirements, namely; E-money has been issued based on the value of money deposited to the issuer, then the money will be stored electronically on a server or chip, then when users can use the electronic money when they want to buy something at sellers who have operated on electronic money who are not electronic money issuers, and the value of electronic money managed is not a deposit as in banking.

While in the review of *maqashid sharia* Wahbah Zuhaili, has been explained that if you want to give law to something new it must have a fixed, clear, measurable, and general nature. Unlike the wadi'ah contract, the ownership of assets in the *qardh* contract is transferred from the depositor to the party being entrusted so that in the *qardh* contract the money deposited can be managed by the issuer. In the *qardh* contract, the issuer is only charged with maintaining the value element of the property entrusted to him without maintaining its form which can be mixed with other assets.(Hadikusuma, 2021, p. 811)

However, what happens to the *qardh* contract (receivable debt) in e-money in the field is not by the *maqashid sharia*. This is due to discounts and cashback from publishers. Similarly, when customers use e-money to buy something, the price of an item they want to buy will get a discount through cashback or discounts and this is a condition for getting a discount. (Muhyiddin, 2021) In general, e-money issuers offer cashback or discounts so that many use e-money, but in sharia provisions in *qardh* contracts must not have benefits intended for excess borrowed money.

For example, if A borrows money from B Rp. 100,000, then A must return it with several loans at the beginning. If there is an addition to an agreement, it is understandable that usury will arise in the transaction. The use of e-money becomes a requirement for getting a discount, then the addition becomes usury. While *riba* on all transactions is forbidden based on the words of the Prophet SAW:(Nasution, 2020)

كل قرض جر منفعة فهو ربا

It means: "Every *qardh* or money loan contract that gives benefits or advantages, then he is usury."

2. Payment transactions

Payment transactions using electronic money occur between users and merchants (traders or service providers). In practice, after a user buys or rents the services of a certain

object, he will pay using electronic money. Because electronic money only acts as a means of payment, if the object is goods then the contract that occurs is buying and selling (*bay'*), but if the object is a service then the contract that occurs is leasing (*ijarah*). (Hadikusuma, 2021, p. 812)

- a. Buying and selling contracts that exist in electronic money, namely; (Firmansyah, 2018, p. 252)

- 1) *Akad al-Sharf* for buying and selling currency

If you look at the definition of an *al-sharaf* contract, then it is like the provisions in Bank Indonesia Regulation Number 20/6/PBI/2018 have fulfilled all applicable requirements. This is because, in the *al-Sharaf* contract, the value of the money paid is equated with electronic money on the server or chip. So that it is the embodiment of buying and selling currency. Then if reviewed in *maqashid sharia*, with the nature, clear, measurable, and general, the *al-sharf* e-money contract has met the predetermined requirements and the most important thing is that the issuer is a sharia financial institution because the money management is guaranteed by sharia provisions. For example, A top-up of 1.000,000 IDR on e-money and the issuer must provide a server or chip with an amount of 1.000,000 IDR as well. (Nasution, 2020)

- 2) *Akad wakalah*

If look at the implementation of e-money on paper contract, then the issuer is the party representing the consumer in buying something he needs. Transactions in *wakalah* contracts must also be known by consumers so that the use of e-money in *wakalah* contracts is by Bank Indonesia Regulation Number 20/6/PBI/2018. Meanwhile, if viewed from the aspect of a *maqashid sharia* contract, *wakalah* has a fixed nature where the use of money in leasing an item has been determined, it is clear because all transactions must be known by the consumer, measurable because before there is a transaction, the consumer can choose and measure what items he wants to rent and finally general because everything can be rented to the consumer in the form of goods and services.

- b. *Akad ijarah*

If you look at the implementation of e-money in the *ijarah* contract, the issuer is an intermediary between the consumer and the seller who wants to rent or provide rental goods. This *ijarah* contract according to Bank Indonesia Regulation Number 20/6/PBI/2018 has fulfilled applicable requirements. This is because both the consumer and the issuer have an agreement based on Fatwa DSN MUI Regulation regarding *ijarah* agreement. The regulation consists of object benefit as object akad *ijarah*, the benefit can measurable, the object is permitted by sharia, all parties can

do their obligation, the benefit can explain by clearly, the fee paid to parties who give the benefits, the fee can payed by the other benefits and flexibility to fee decision can be applied in time measurable, place and distance.(Fatwa DSN No 09/DSN-MUI/IV/2000 Tentang Pembiayaan Ijarah, 2000) But in e-money, the benefits should pay with money so it will be a little different from Bank Indonesia Regulations about e-money.

However, when viewed from *maqashid syariah* there is a slight difference, namely, in general, publishers currently offer a discount or cashback to attract consumers. In the example, A top-up Rp. 100,000 on e-money and the issuer can use the balance. Then, A rents an item at store C for Rp. 100,000 with a 30% discount by using e-money. In this condition, if the issuer pays in full to the merchant or store C and this discount is a marketing strategy, then transactions based on the ijarah contract are allowed. But if, the use of e-money as a condition to get the discount then the discount will be usury and it will not fix and not be measurable. (Muhyiddin, 2021)

3. Refund

Refund can be interpreted as a termination of the contract. Consumers who make a refund are considered to have ended the contract so the funds received are *wadi'ah* or *qardh* funds that are returned.(Hadikusuma, 2021, p. 812)

Derived from the analysis above, some problems arise from electronic money, namely the emergence of promotions in the form of cashback or the return of money to consumers in a certain amount. The use of cashback in e-money transactions is divided into three namely, buying and selling, leasing, and profit sharing. According to Oni Sahroni, cashback is allowed on condition that cashback is not an interest-bearing loan and there is clarity on the price of the goods being traded. For example, a customer who owns capital then gets cashback on the condition that the customer's funds are held for a certain period. The cashback comes from funds or profits that have become the right of the cashback giver. In fiqh, the permissible cashback is categorized as giving up some of their rights (at-tanazul 'anil haq) for marketing reasons and the like. Meanwhile, the cashback given by the borrower during a debt transaction, if required, the cashback will become interest as is the case with conventional banks. For example, a customer opens a deposit with six percent interest. However, the bank will provide an additional cashback of 0.5 to one percent in cash.(Masyrafina & Rizqa, 2019)

Based on the explanation above, it can be seen that e-money provides many benefits to publishers, consumers, and sellers who work with publishers. However, currently, many e-money issuers use cashback as a promotion to attract consumers. Based on the maqashid sharia explanation from Wahbah Zuhaili, e-money is allowed if the element of usury through cashback is eliminated. The cashback can be used if the additions given are only as marketing and are in the form of grants from publishers to consumers. For Muslim consumers to be more careful

about clarity in carrying out a transaction, so they can avoid transactions with elements of usury. Even though this is very profitable for the consumer, usury and all forms of additional transactions are forbidden in Islam.

CONCLUSION

Electronic money is an electronic payment instrument obtained through depositing a sum of money to the issuer, either directly or indirectly which can be through issuing agents, or by debiting an account at a bank. In electronic money there is an element of property maintenance, there are three conditions that must be met according to Ahmad Al-Mursi Husain Jauhar, namely; must be halal, used for halal purposes, and must be issued the right of Allah through giving zakat, infaq, and shodaqoh to others. The fulfillment of the requirements for the first and second points of Bank Indonesia regulation Number 20/6/PBI/2018, while the requirement in the third point is to give assets in the way of Allah by limiting the nominal amount contained in e-money. Then wahbah zuhaili in his book *Ushul al Fiqh al Islami* sets the conditions for determining something new in maqashid syariah, namely: having a fixed, clear, measurable, and general nature, which these conditions have become obligations of e-money as described by Bank Indonesia regulation Number 20/6/PBI/2018 Article 1. From these regulations, we can know that e-money is allowed to be used by the wider community, both from Bank Indonesia regulations and maqashid sharia provisions because it has many benefits. However, a Muslim must be more careful in carrying out transactions, especially if there is a transaction that offers cashback. It must be investigated regarding the cashback as a condition for using e-money or as a marketing strategy only. Suggestions for future researchers, deeper and broader in analyzing e-money both from the law in Indonesia and in terms of sharia principles.

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