

**THE LEGALITY OF MURABAHAH CONTRACTS SYSTEM IN  
ISLAMIC FINANCING INSTITUTIONS: An Analysis of Muḥammad  
Bin Ṣāliḥ Al-Uṣaimīn's Thought**

**Ahmad Luqman Hakim**

King Abdul Aziz University Jeddah, Saudi Arabia

Email: ahakim0005@stu.kau.edu.sa

**Irfa Munandar**

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

irfa.munandar@ar-raniry.ac.id

**Abstract**

This research aims to know the argument of Muḥammad bin Ṣāliḥ al-Uṣaimīn regarding the legality of sales and purchase agreements in financial institutions. The question emerges to what extent the propositions and patterns of legal reasoning used by Muḥammad bin Ṣāliḥ al-Uṣaimīn? This research was conducted using qualitative methods, the type of research is descriptive analysis. The results of the research show that according to Muḥammad bin Ṣāliḥ al-Uṣaimīn the sale and purchase agreement through a financing institution or other financing company is invalid and void. The proposition used by Muḥammad bin Ṣāliḥ al-Uṣaimīn is QS. Al-Baqarah [2] verse 275 which states the halal nature of buying and selling and the prohibition of usury. Another argument refers to the hadith history from Abu Dawud, Al-Tirmizi, Al-Nasa'i, Ibn Majah, and Imam Ahmad who both narrated the prohibition of the Prophet Muhammad from selling an item that he did not already own. From the arguments he used, it was discovered that the *istinbath* method he used was the *ta'liliyyah* method, namely a method of legal discovery and reasoning whose main focus is to see whether there is legal *illat* in the problem being studied. In the case of buying and selling at a finance company, Muḥammad bin Ṣāliḥ al-Uṣaimīn discovered and saw the practice of usury in it, so that usury became *illat* or the legal reason for prohibiting this practice.

**Keywords:** Financing Institution, Islamic Economics Law, Islamic Bank, Legality, Sale and Purchase Agreement.

### **Abstrak**

Penelitian ini bertujuan untuk mengetahui bagaimana pendapat Muḥammad bin Ṣāliḥ al-Uṣaimīn, tentang legalitas akad jual beli di lembaga pembiayaan. Pertanyaannya adalah bagaimana dalil dan pola penalaran hukum yang digunakan Muḥammad bin Ṣāliḥ al-Uṣaimīn? Penelitian ini dilakukan dengan metode kualitatif, adapun jenis penelitian adalah deskriptif analisis. Hasil penelitian menunjukkan bahwa menurut Muḥammad bin Ṣāliḥ al-Uṣaimīn akad jual beli melalui lembaga pembiayaan atau perusahaan pembiayaan lainnya tidak sah dan batal. Dalil yang digunakan oleh Muḥammad bin Ṣāliḥ al-Uṣaimīn adalah QS. Al-Baqarah [2] ayat 275 yang menyebutkan kehalalan jual beli dan keharaman riba. Dalil lainnya adalah mengacu kepada riwayat hadis dari Abu Dawud, Al-Tirmizi, Al-Nasa'i, Ibn Majah, dan Imam Ahmad yang sama-sama meriwayatkan larangan Rasulullah Saw menjual satu barang yang belum dimiliki. Dari dalil yang ia gunakan, maka ditemukan metode istinbath yang ia pakai adalah metode ta'liliyyah, yaitu metode penemuan dan penalaran hukum yang fokus utamanya melihat ada tidaknya illat hukum pada masalah yang sedang dikaji. Dalam kasus jual beli pada perusahaan pembiayaan, Muḥammad bin Ṣāliḥ al-Uṣaimīn menemukan dan melihat adanya praktik riba di dalamnya, sehingga riba menjadi illat atau alasan hukum dilarangnya praktik tersebut.

**Kata Kunci** : Akad Jual-Beli, Hukum Islam, Legalitas, Lembaga Pembiayaan, Perbankan Syariah.

### **INTRODUCTION**

The practice of buying and selling contracts in financing institutions is in contact with the unprotected property from things that are prohibited, while the preservation of property must be in accordance with sharia values known as ḥifẓul māl. Sale and purchase contracts in financing companies such as financing institutions should ideally not be faced with contracts that violate sharia rules. The vulnerability of usury practices in the sale and purchase agreement in this financing institution actually makes wealth not protected from things that are forbidden. So that there are two conflicting sides. On the one hand, the practice of buying and selling has mushroomed in the midst of society, and has also been practised by several financing institutions and Islamic banks today. On the other hand, the sale and purchase contract using the media of this

financing institution is still questionable, whether it can be modified so that it is sharia-compliant, or it cannot be modified at all.

This research wants to examine the study of character, namely the opinion of Muḥammad bin Ṣāliḥ Al-Uṣaimīn on the legality of buying and selling in financing institutions. Al-Uṣaimīn is a contemporary scholar who is quite strict in expressing his legal opinions, including in the sale and purchase contracts in financing institutions. According to al-Uṣaimīn, the sale and purchase agreement as practised in financing institutions is not in line with sharia principles, because in practice there are still elements that destroy the contract, namely usury. The concept of sale and purchase contracts in financing institutions is carried out with the pattern of financing institutions selling goods that do not yet belong to them or the practice of providing funds from the company to the buyer and there is a requirement to return more money (interest) than the initial funds provided. In this context, al-Uṣaimīn views it as a strategy that is not justified in Islam.<sup>1</sup>

The practice of sale and purchase contracts using the services of financing institutions that sell goods to buyers before the company owns the goods is considered by al-Uṣaimīn to be a wrong contract. In one of his comments on this practice, that the object of goods that is carried out without handing over and also without transferring it first is part of the disobedience to the Prophet. This means that the person selling the goods must first take possession of the goods and then be able to sell them to another party.<sup>2</sup>

Based on the description above, it is interesting to further examine al-Uṣaimīn's opinion on the legality of sale and purchase contracts in financing institutions. This issue is interesting to study with several considerations: Firstly, sale and purchase contracts using the services of financing institutions (both conventional and sharia) or even Islamic banking are currently developing so rapidly that scholars differ in their opinions on this issue, some of which allow it, while others do not allow it. In the context of this study, al-Uṣaimīn tends not to justify at all the sale and purchase contracts as practised in leasing companies. This means that the sale and purchase contract as practiced by the leasing company cannot

---

<sup>1</sup>Muḥammad bin Ṣāliḥ al-Uṣaimīn, dkk., *Fatwa-Fatwa Terkini*, (t. terj), Jilid 2, (Jakarta: Darul Haq, 2009), hlm. 42-46.

<sup>2</sup>Muḥammad bin Ṣāliḥ al-Uṣaimīn, *al-Ḥalāl wa al-Ḥarām fī al-Islām*, (terj: Imam Fauzi), Cet. 2, (Jakarta: Ummul Qura, 2016), hlm. 486.

be modified into Islamic law because the implementation of the contract by al-Uṣaimīn has a great opportunity for usury practices, and the practice of errors in the contract. Secondly, it is interesting to examine further what arguments al-Uṣaimīn used in determining the law of buying and selling using the intermediary of a financing institution, how the reasoning pattern he used when determining the law of the contract. With these two considerations, the problem will be studied under the title: "The Legality of Sale and Purchase Agreements in Financing Institutions: An Analysis of Muḥammad ibn Ṣāliḥ Al-Uṣaimīn's Opinion".

## **DATA AND RESEARCH METHOD**

The method used in this research is a qualitative method. The approach taken is a qualitative approach. In this context, the object approached is the legality of the sale and purchase contract at the financing institution according to Muḥammad bin Ṣāliḥ al-Uṣaimīn<sup>3</sup>.

The type of research used is library research, namely by examining written sources from various references, such as books, fiqh books, fatwas, theses, articles, journals, theses, and other references that are considered scientific and related to the object of study in this study. In the study of this research, because it relates to the opinions of scholars, this is included in the type of library research, namely related to the legality of sale and purchase contracts in financing institutions, especially according to the opinion of Muḥammad bin Ṣāliḥ al-Uṣaimīn<sup>4</sup>.

The data sources used in this research are divided into two categories, namely: Primary legal materials and secondary legal materials. The data of this research as a whole refers to literature sources consisting of fiqh books, tafsir, law books, and other library materials that can provide direct or indirect information related to the object and focus of the problem to be studied.<sup>5</sup> In examining the analysis of the legality of the sale and purchase contract at the financing institution, the researcher also tried to find some data material that could support the truth related to the object that the author studied. In analysing the data, the data analysis method used to draw conclusions from the results of the research that has

---

<sup>3</sup> Cik Hasan Bisri, *Pilar-Pilar Penelitian Hukum Islam dan Pranata Sosial*, (Jakarta: PTRaja Grafindo Persada, 2004), hlm. 24.

<sup>4</sup> Ajat Rukajat, *Penelitian Pendekatan Kualitatif (Qualitative Research Approach)*, (Yogyakarta: Deepublish CV Budi Utama, 2018), hlm. 5.

<sup>5</sup> Beni Ahmad Saebani, *Metode Penelitian Hukum*, (Bandung: Pustaka Setia, 2009), hlm. 75.

been collected, where in this research the normative-qualitative method is used.<sup>6</sup>

## **FINDING AND DISCUSSIONS**

### **Muhammad Bin Šālih Al-Ušaimīn's View on the Legality of Sale and Purchase Agreements in Financing Institutions**

According to Ibn Ušaimīn, the practice of buying and selling contracts involving institutions or financing institutions should not be done. In fact, if we look further, Ibn Ušaimīn tends to see the practice of buying and selling involving a company as buying and selling to circumvent the practice of usury. On that basis, he does not accept the practice. In his commentary, he equates it with a debt contract even though it symbolises a sale and purchase.

Ibn 'Uthaymeen was principally describing the current practice of buying and selling, whereby a buyer who does not have cash engages another party to buy it for him, and it is resold on credit for an additional cash price. Such practices are found in companies that provide financing, such as finance institutions. Through this quote, Ibn 'Uthaymeen also wants to explain that the company that buys the goods does not really want the goods it buys, but what it wants is the profit from selling them on credit to the consumer. This is the reason why Ibn 'Uthaymeen forbade the sale.<sup>7</sup>

It is different when a trader who has been working on a product sells it to a customer at a later date with an additional price. If this is done, according to Ibn Uthaymeen, it is permissible. This is because it is the owner of the goods, not someone else or a company that is used as a financing intermediary, who sets the tempo and the additional price.

Ibn 'Uthaymeen in his book: *Fatawa Nur 'Ala Al-Darb*, when he was asked about buying and selling in instalments (*bai' al-taqsih*). In his answer, he stated that it is permissible to buy in instalments directly with the owner of the goods (the merchant). This means that Ibn 'Uthaymeen recognised the permissibility of buying on credit (in instalments) at an

---

<sup>6</sup> Elvira Dewi Ginting, *Analisis Hukum Mengenai Reorganisasi Perusahaan dalam Hukum Kepailitan*, (Medan: Usu Press, 2010), hlm. 20.

<sup>7</sup> Amran Suadi, *Penyelesaian Sengketa Ekonomi Syari'ah: Penemuan & Kaidah Hukum*, (Jakarta: Kencana Prenada Media Group, 2018), hlm. 196-197.

additional price, provided that the buyer does so directly with the merchant, and the merchant agrees to the sale of his goods in instalments.<sup>8</sup>

From this quote, Ibn Uthaymeen considers it permissible to add a price from the cash price to the credit price, as long as the merchant is the one who decides to do so. For example, if someone wants a vehicle, the vehicle company (motorbike or car showroom) can sell it at the normal price or the credit price. There is nothing wrong with this, because the process goes directly from the vehicle owner to the customer. The vehicle really belongs to the vehicle company (showroom). If a finance company is involved as an intermediary, then the finance company is not the owner of the vehicle, and even if it buys it, it does not buy it because it really wants it, but because of the profit it makes from selling it to the customer on a delayed or credit basis. This is the main point of Ibn 'Uthaymeen's opinion.

However, the problem now is that the motorbike or car companies or others who own these products do not want them to be bought on credit, meaning that they must be paid in full or in cash. Therefore, to get around this, the customer goes to a financing institution (or a financial institution that provides financing) so that the company can buy the product from the owner in cash, and resell it to the consumer with a tempo and additional profit. This method, according to Ibn Uthaymeen, is part of the way around usury, which is not permissible.

Another problem found in the practice of buying and selling involving financing institutions (or Islamic banking) is that the company orders the consumer to buy the goods he wants himself.

In terms of buying and selling, it is called *murābahah bil wakalah*, which is a *murābahah* sale and purchase agreement with the customer, and at the same time gives a representative or *wakalah* contract to the customer to be able to buy the goods he wants to buy himself. Then the money is credited to the customer's account and then the customer signs a receipt. This receipt of money is the basis for the company (leasing or bank) to avoid claims that the customer does not owe the company because he did not receive money as a means of loan.

Actually, the scholars who prohibit the practice of buying and selling in financing institutions or other financing companies, such as Islamic banking, are not only Ibn Uṣaimīn, but there are other scholars

---

<sup>8</sup> Muḥammad bin Ṣāliḥ al-Uṣaimīn, *Fatāwā Nūr 'Alā Al-Darb*, Jilid 9, (Riyad: Mamlakah Al-Arabiyyah Al-Su'udiyah, 2009), hlm. 54.

such as Bakar bin Abdullah Abu Zaid, Muhammad Sulaiman Al-Ashqar, Rafiq Al-Mishri and several other scholars. The reason for the prohibition is also the same, namely the practice of circumvention of usury, and in fact according to some of these scholars, including Ibn 'Uthaymeen, the view is that even though there is circumvention of usury, the practice of usury still exists, so buying and selling using financing institutions is prohibited.

### **Arguments and Legal Reasoning Patterns in Determining the Legality of Sale and Purchase Agreements at Financing Institutions**

In the study of fiqh or Islamic law, legal products issued by scholars are usually based on several legal arguments, accompanied by the existence of arguments and their own reasoning patterns. Likewise, in the context of Ibn Usaimin's opinion, he also uses several arguments as the basis for his legal basis. As far as the author's research goes, there are several arguments used by Ibn Usaimin, including QS. Al-Baqarah [2] verse 275:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَحَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ.

„Those who eat usury cannot stand but as one possessed by a demon through madness stands. That is because they say that buying and selling is the same as usury. But Allah has justified buying and selling and forbidden usury. Whoever receives a warning from his Lord and stops, then what he had earned is his, and his affair is for Allah. And whoever repeats it, those are the inhabitants of Hell; they will abide therein“. (QS. Al-Baqarah [2]: 275).

In the verse above, the main point used by Ibn Uthaymeen is in the wording "وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا". In this wording, Allah has legalised the practice of buying and selling and forbidden usury. In commenting on the above verse, Ibn Uthaymeen states that the meaning of usury in the verse is ziyadah or addition. Allah has made buying and selling lawful, while the prohibition of usury is forbidden. Through the above verse, Ibn

'Uthaymeen sees that Allah has permitted buying and selling, and prohibited usury.<sup>9</sup>

Related to that, the practice of usury in buying and selling through leasing companies or other financial institutions that provide financing is in the form of usury nasi'ah and usury fadhli.<sup>10</sup> Usury in nasi'ah arises because of the difference, change, or addition between what is delivered now and what is delivered later.<sup>11</sup> Meanwhile, what is meant by riba fadhli is the excess paid on loans of all kinds, in the form of additional payments by the borrower to the creditor in exchange for goods of the same kind.<sup>12</sup>

The next evidence that the author finds is referring to the hadith report of Abu Dawud, which is also found in Imam Ahmad, Tirmidhi, Ibn Majah, and Al-Nasa'i, with the wording of Abu Dawid's report from Musaddad below.

عَنْ حَكِيمِ بْنِ حِزَامٍ قَالَ يَا رَسُولَ اللَّهِ يَا بُنَيَّ الرَّجُلُ فَيُرِيدُ مِنِّي الْبَيْعَ لَيْسَ عِنْدِي أَفَأَبْتَاغُهُ لَهُ مِنْ السُّوقِ فَقَالَ لَا تَبِعْ مَا لَيْسَ عِنْدَكَ. (رواه أبي داود).

„Hakim ibn Hizam reported: O Messenger of Allah, a man came to me wanting to buy something that I do not have, is it permissible for me to buy it for him from the market? He said: "Do not sell what you do not have!" (HR. Abu Dawud).

The above Hadith explains that there is a prohibition against selling something that one does not own. Ibn 'Uthaymeen used the above Hadith when explaining the practice of selling to a buyer. In the case of buying and selling through leasing companies or Islamic banks that provide financing, the sale made by the company to consumers is considered as selling something that is not owned. Thus, the scope of the meaning of the Hadith "لَا تَبِعْ مَا لَيْسَ عِنْدَكَ" in the above Hadith arises in the case of buying and selling using the services of a company. This means that the financing institution or company does not actually own the goods, because the

---

<sup>9</sup> Muḥammad bin Ṣāliḥ al-Uṣaimīn, *Aḥkam Min Al-Quran Al-Karim*, Jilid 2, (Riyad: Dar Al-Wathan, 2013), hlm. 430-432.

<sup>10</sup> Muḥammad bin Ṣāliḥ al-Uṣaimīn, *Fatwa...*, hlm. 42.

<sup>11</sup> Muhammad Syafi'i Antonio, *Bank Syariah dari Teori ke Praktik*, Cet. 7, (Jakarta: Gema Insani Press, 2007), hlm. 41.

<sup>12</sup> Muhammad Syakir Sula, *Asuransi Syariah: Konsep dan Operasional*, (Jakarta: Gema Insani Press, 2004), hlm. 124.

finance company's goal is monetary gain, not the product that the consumer wants.

Referring to the explanation of the argument above, in exploring the laws of buying and selling above, Ibn Uṣaimīn tends to use the method of *istinbath ta'liliyyah*. This method is interpreted as a method of legal reasoning with the media and the main basis is to see the absence of *illat* (cause or reason) of the law. In a general definition, the *istinbath ta'liliyyah* method is a method that relies on finding the legal *illat* in a problem.

The method seen in Ibn Uṣaimīn's process of analysing the legal issues of buying and selling involving finance companies is the *ta'lili* method (*ta'liliyyah*), this can be seen when he sees the practice of usury in the process. The company that provides financing, when buying an item needed by consumers, is actually not based on their own will to own the item. Therefore, Ibn Uthaymeen termed this as a symbolic purchase, not an actual purchase. Therefore, when the company sells it back to the consumer, Ibn Uthaymeen believes that this practice is part of the way of cheating usury.

In relation to this issue, Ibn Uthaymeen also quoted Ibn Qayyim's view on usury, stating: The prohibition of this kind of usury is based on its essence and substance, so that it will not cease to apply because of a change in the name of the technical sale. This comment seems to be in line with the buying and selling practices currently adopted by some people in finance companies. The name used is usually *bai' al-murabahah bil wakalah*, or *murabahah* to the buyer.

The practice of buying and selling using the services of financing institutions, or Islamic banking services that specialise in providing financing for certain products, still draws a lot of criticism from some scholars, including Ibn Uṣaimīn. Ibn Uṣaimīn opposes this practice because it is tantamount to playing with the law of usury. Not only did he comment on the prohibition of the practice, Ibn Uṣaimīn also seemed to provide a solution, that if you really want to practice buying and selling with a tempo and also a mutually agreed profit, then the purchase does not have to involve a finance company, but the consumer just goes directly to the merchant or supplier or owner of the goods, and also asks that he be willing to buy his goods in instalments along with the additional tempo given.<sup>13</sup>

---

<sup>13</sup>Penjelasan di atas telah penulis kutip pada penjelasan sebelumnya. Untuk lebih jelasnya dapat dilihat dalam, Muḥammad bin Ṣāliḥ al-Uṣaimīn, *Fatwa...*, hlm. 45-46.

However, the problem found today is that no owner of goods is willing to sell his goods on an overdue basis, or at least few people are willing to sell their goods on an overdue basis even if there is an additional price from the original price. This is why people who want and need an item urgently, but do not have the cash, are forced to go to finance companies.

If we look at the opinions of scholars, there are still differences of opinion on this issue. There are scholars-for example Yūsuf Al-Qaraḍāwī, Samī Hamūd, Alī Aḥmad Al-Salūs, Ṣādiq Muḥammad Al-Amīn,<sup>14</sup> then Wahbah Al-Zuḥailī,<sup>15</sup> which permits the practice, provided that it is absolutely certain that the finance company has purchased and in principle owns an item desired by the consumer..

There are also other scholars, such as Ibn Uthaymeen (whose opinion has been explained earlier), who prohibit the practice of buying and selling through finance companies, even though it is certain that the company has bought and in principle owns the goods that the consumer wants. This is because, in Ibn Uthaymeen's opinion, the company's purchase and ownership of the goods is not an actual purchase and ownership, but rather a symbolic one. This means that the company does not really want to own the goods or products, but what it wants is the profit from its sales to consumers from the tempo it gives.

For the author, I prefer the view that this sale is permissible. This is because it is permissible to take possession of an item for a short period of time, and then resell it to someone else. The most important condition in buying and selling through finance companies such as leasing or Islamic banks is that it must be ensured that the bank buys it, and already owns or takes the goods from the supplier. This is in line with what is stated in the Fatwa Decree of the National Sharia Council (DSN) of the Indonesian Ulema Council (MUI) Number 04/DSN-MUI/IV/2000 concerning Murābahah as well as in Bank Indonesia Regulation (PBI) Number 7/46/PBI/2005.

Regarding Muḥammad ibn Ṣāliḥ al-Uṣaimīn's opinion on the legality of sale and purchase contracts in financing institutions, it can be

---

<sup>14</sup>M. Shidiq Al Jawi, "Murabahah di Bank Syariah", dimuat dalam <https://www.slideshare.net/fissilmikaffah1/014-murabahah-bank-syariah>, tanggal 14 Mei 2021.

<sup>15</sup>Wahbah Al-Zuḥailī, *Al-Fiqh Al-Islāmī Wa Adillatuhu* (Terj: Abdul Hayyie Al-Kattani., dkk), Jilid 5, (Jakarta: Gema Insani Press, 2011), hlm. 366: Lihat juga Wahbah Al-Zuḥailī, *Al-Mu'āmalāt al-Māliyah al-Mu'āṣirah*, (Damaskus: Dār Al-Fikr, 2006), hlm. 68-69.

stated that sale and purchase contracts using the services of other financing companies are invalid and void. Muḥammad ibn Ṣāliḥ al-Uṣaimīn views that the company or financing institution does not buy goods and does not own the goods desired by consumers, but only symbolically. For Muḥammad ibn Ṣāliḥ al-Uṣaimīn, the purchase of goods must be done on the basis of the need for these goods, not symbolically and sell them to consumers. According to Muḥammad ibn Ṣāliḥ al-Uṣaimīn, this practice is a circumvention of usury.

## CONCLUSION

In general, the argument used by Muḥammad ibn Ṣāliḥ al-Uṣaimīn is QS. Al-Baqarah [2] verse 275 which mentions the permissibility of buying and selling and the prohibition of usury. In the practice of buying and selling through financing institutions and other companies, the practice is the same as usury. Another evidence is the hadith narrations from Abu Dawud, Al-Tirmizi, Al-Nasa'i, Ibn Majah, and Imam Ahmad, who all narrated the Prophet's prohibition of selling an item that is not yet owned. The practice of sale and purchase contracts in financing institutions is actually carried out not on goods that are owned. According to Ibn Uṣaimīn, the company is not in the capacity of actually owning the goods at all, but only symbolically which is then sold to consumers. From the arguments he uses, it is found that the *istinbath* method he uses is the *ta'liliyyah* method, which is a method of legal discovery and reasoning whose main focus is to see whether there is a legal *illat* in the problem being studied. In the case of buying and selling in finance companies, Ibn Uṣaimīn found and saw the practice of usury in it, so usury became the *illat* or legal reason for the prohibition of this practice.

## REFERENCES

- Ajat Rukajat, *Penelitian Pendekatan Kualitatif (Qualitative Research Approach)*, (Yogyakarta: Deepublish CV Budi Utama, 2018).
- Amran Suadi, *Penyelesaian Sengketa Ekonomi Syari'ah: Penemuan & Kaidah Hukum*, Jakarta: Kencana Prenada Media Group, 2018.
- Beni Ahmad Saebani, *Metode Penelitian Hukum*, Bandung: Pustaka Setia, 2009

- Cik Hasan Bisri, *Pilar-Pilar Penelitian Hukum Islam dan Pranata Sosial*, Jakarta: PTRaja Grafindo Persada, 2004.
- Chairul Fahmi, "Analysis of Legal Aspects on Debt Transfer from Conventional Bank to Sharia Bank Post the Application of Qanun Aceh No. 11 Of 2018". *Al-Mudharabah Journal*. Vol. 5, Issue 1, 2023.
- Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industry in Aceh, Indonesia". *Peuradeun Scientific Journal: The Indonesian Journal of the Social Sciences*. Vol. 11, No. 2, May 2023.
- Chairul Fahmi, "PHILOSOPHICAL TRANSFORMATION IN THE APPLICATION OF ISLAMIC SYARIAT (Critical Analysis of the Application of Islamic Shari'at in Aceh)" *Al-Manahij: Journal of Islamic Legal Studies*. 2020, 167-76.
- Chairul Fahmi, 'Revitalizing the Implementation of Sharia Law in Aceh (A Study of Law No.11/2006)' (2012) 8 *TSAQAFAH*295-310.
- Chairul Fahmi, "THE CONCEPT OF IJMAK ACCORDING TO FAZLUR RAHMAN AND THE REVISION OF ISLAMIC LAW" *Jurnal Ilmiah Islam Futura*, 2017 Vol. 11 No.1 p.35-49.
- Chairul Fahmi, 'The Snouck Hurgronje's Doctrine in Conquering the Holy Revolts of Acehnese Natives', 2021, Vol.10 No. 2 *Heritage of Nusantara: International Journal of Religious Literature and Heritage* 248-73.
- Chairul Fahmi, and W. Afrina, 'ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF ACEH QANUN NO. 11 OF 2018.
- Chairul Fahmi, Putri Rahmi Febriani, Laila Muhammad Rasid, Ahmad Luqman Hakim, "The Role of Local Government in Maintaining Coffee Prices Volatility in Gayo Highland of Indonesia". *PETITA: Jurnal Ilmu Hukum dan Syariah*. Vol. 8 No.1, 2023.
- Chairul Fahmi, "THE CONCEPT OF FRANCHISING IN THE INDONESIAN CIVIL LAW AND ISLAM". *Al-Mudharabah: Jurnal Keuangan dan Ekonomi Syariah*, Vol. 4 No.2, 2023.
- Elvira Dewi Ginting, *Analisis Hukum Mengenai Reorganisasi Perusahaan dalam Hukum Kepailitan*, Medan: Usu Press, 2010.
- M. Shidiq Al Jawi, "Murabahah di Bank Syariah", dimuat dalam <https://www.slideshare.net/fissilmikaffah1/014-murabahah-bank-syariah>, tanggal 14 Mei 2021.
- Muhammad bin Šalih al-Ušaimin, *Ahkam Min Al-Quran Al-Karim*, Jilid 2, Riyad: Dar Al-Wathan, 2013.
- Muhammad Syakir Sula, *Asuransi Syariah: Konsep dan Operasional*, Jakarta: Gema Insani Press, 2004.

Mustafa Dib Al-Bugha, Ringkasan Fiqih Mazhab Al-Syafi'i, Terj: Toto Edidarmo, Jakarta: Mizan Publika, 2017.

Raghib al-Asfahani, Mufradat Al-Faz Alquran, Jakarta: Pustaka Imam Al-Syafi'i, t.t.

Wahbah Al-Zuhaili, Al-Fiqh Al-Islami Wa Adillatuhu, Terj: Abdul Hayyie Al-Kattani., dkk, Jilid 5, Jakarta: Gema Insani Press, 2011.