

**EXISTENCE OF KHIYAR IN ONLINE TRANSACTIONS (*E COMMERCE*)
(COMPILATION OF SHARIAH ECONOMIC LAW)**

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Abstract: *Along with the development of culture and technology, selling and buying of goods was in the form of exchange of one item for another, and the medium of transaction is by using money and the sellers and buyers meet in one assembly or face to face. However, with current technological developments, transactions are no longer face to face or meet in one place. With the internet network, transactions are easily carried out. One of the phenomena of transactions in the economic field is the selling and buying transactions using electronic media. This is called online transactions or e-commerce, which is transactions carried out through internet services and internet technology. Since the two parties do not meet and face to face in this online transaction, it is very prone to fraud or cheating between the two. Based on this background, the researcher is interested in examining the Compilation of Sharia Economic Law that governs the concept of khiyar which is then applied to e-commerce. The results of this study indicate that khiyar stipulated in the Compilation of Sharia Economic Law is the khiyar of condition, in which the sellers and buyers may specify the terms of the transaction, which is for 3 days. Khiyarnaqdi, in practice, is a deferred payment. In khiyarru'yah, one of the parties when shopping online may first look at pictures presented by the online store. In khiyar 'aib, there is a suffrage of the goods, so that when the goods have been received and there is a defect in the goods, it may be cancelled or continued. And the last is khiyarghabn and taghrib, which is the suffrage when finding something wrong about the quality of the goods sold if it does not in accordance with the picture or explanation of the sellers.*

Keywords: *Khiyar, e-commerce, Compilation of Sharia Economic Law.*

Introduction

Economic Activities Cannot be separated from how we carry out transaction activities to meet the needs of our own lives, the welfare of the family and help people in need in the form of food, clothing and shelter. These three aspects must be fulfilled properly and to get them should also in the right way. This context encourages us to balance in carrying out the commands of Allah SWT in terms of worship (*hablum min allah*) and also of the *muamalah (hablum min an nas)*.

Along with the development and journey of human history, the aspect of *muamalah* activities also develops and become more complete. Human needs which increasingly broaden and cannot be self-fulfilled lead them to carry out exchange activities in various forms. With the progress of communication and information, it has also had an impact on progress in the

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business world. Long-distance selling and buying have become a habit that is applied in the business world today.

One of the *mu'amalah* phenomena in the economic field is the selling and buying transactions using electronic media. This trade transaction is where human relations enter the area of trade or business relations, a business transaction (commerce) that is no longer carried out directly (conventional) but can also be carried out via internet service and internet technology. Trading activity via internet media is popularly called electronic commerce or more popularly known as e-commerce.

One of the principles of selling and buying is to avoid elements of wrongdoing or mutual transactions between sellers and buyers. One of them is by giving concessions in transactions, in which both parties can cancel the sale transaction if there is a discrepancy in the goods being traded, such as a defect in the goods or a disgrace that is categorized as an element of fraud. This is one way to make mutual willingness and to avoid loss among the selling and buying transaction actors if there is a discrepancy in the goods being traded. The choice to continue or cancel the selling and buying is called *khiyar*.

***Khiyar* and Selling, and Buying Concepts**

The law of prescribed conditions of selling and buying can be found in the Al-Qur'an as follows:

“That is because they say, “Trade is [just] like interest.” But Allah has permitted trade and has forbidden interest” (Q.S. Al-baqarah verse: 275).

There are three pillars of trading: the contract actor, and the object of the contract. Each of these three aspects consists of two parts. The contract actors consist of sellers and buyers. The objects consist of prices and goods. *Shighat* consists of offer and acceptance (Rasjid, 1994: 279-282):

- a. Seller and Buyer (*aqidain*), which means the person who holds the contract (transaction). Here, it can act as a seller and a buyer. The requirements that must be fulfilled by the person holding the contract (transaction) include:
 - 1) Rational. Thus, they won't be fooled. The selling and buying of crazy or stupid people are illegal;
 - 2) Personal will. It means that it is not by coercion of others;
 - 3) Not wasteful. It is because the wealthy of a wasteful person is in the hands of the guardian;
 - 4) Adult. The selling and buying of young children are illegal, while the selling and buying of children who are still young but already understand the concept are allowed by some scholars.
- b. Objects that are traded (*mauqud alaih*), are objects or items that are the cause of selling and buying transactions. The objects being traded must meet the following requirements (Rifa'i, 1997: 187):
 - 1) Holy. Unclean goods are illegally traded. It may not be used as money to buy. For example, animal skins which are sold to buy goods;
 - 2) Have benefits. It is not allowed to sell goods that are of no use;

- 3) Goods can be delivered. It is illegal to sell goods that cannot be delivered to buyers, such as fish that are still at sea;
- 4) Full ownership and full power;
- 5) The goods have been known by both parties
- c. Contracts (offer and acceptance), which is a bond between the seller and the buyer. The selling and buying are said to be illegal before the offer and acceptance are carried out. The conditions for the legality of offer and acceptance include (Ya'kub, 1992: 19):
 - a) The state of offer and acceptance are related. This means that one of the two deserves to be an answer from someone else, by their own will (not forced) and based on the principle of jointly like;
 - b) The meaning of both is *dalahah mufakat*;
 - c) Not related to others;
 - d) No time, meaning there is no separation between the two.

In applying positive values and avoiding negative actions in selling and buying transactions, it is very necessary to apply principles that are based on Islamic values, particularly in modern selling and buying carried out today, which is very prone to fraud. It is very necessary to have the right of *khiyar* between the seller and the buyer so that the buyer does not feel disadvantaged or deceived from the selling and buying that has been carried out when there is a defect or damage to the goods that have been purchased. For example, there is a duplication of the production of goods without the permission of certain brand holders, which is known as KW products.

Khiyar or suffrage is prescribed in the following matters (Nawawi, 2012: 85-86):

- a. If the two parties are still in one place and have not separated, they both have the suffrage to make a transaction or cancel it.
- b. If one of the parties requires the suffrage or *khiyar*, it is valid for a certain time. When both of them agree, then they are bound to the suffrage or *khiyar* until the time is up, then the transaction is carried out.
- c. If one party commits fraud and the fraud reaches more than one third. Thus, one of the parties is allowed to cancel the transaction or buy at a standard price.
- d. If one party keeps the goods to be traded as secret. For example, in a selling and buying activity, they show the good ones and keep the poor ones, or show the good ones and hide the damaged ones. If this happens, then the buyer has the suffrage to cancel the transaction or precede it.
- e. If defects in goods are seen, which reduce the value and it is previously unknown to either party and the buyer is pleased with it during the bargaining process, then one party has the suffrage to choose between conducting the selling and buying or cancelling it.
- f. If one of the parties disagrees about the price of an item or its properties, both of them swear, then both have the suffrage to choose or *khiyar* between making a contract of the transaction or cancelling.

Khiyar in jurisprudence literature has some types, consisting of; *khiyar* of condition, *khiyar* of properties, *khiyar naqdi* (cash payment), *khiyar*

ta'yin (determining goods), *khiyar rukyah*, *khiyar aib*, *khiyar ghaban wa taghrir* (false information and fraud). The following will explain the form or type of *khiyar* which are widely known in the circle of scholars.

1. ***Khiyar of Assembly***, in which each of the two people who make the contract has the right to cancel the contract as long as they are still in an assembly, not separated (Rozalinda, 1983: 164).
2. ***Khiyar of Condition***, suffrage or *khiyar* of the condition is applied when both parties require something in the implementation of the transaction, such as in the selling and buying of certain goods and determining the suffrage for three days (Nawawi, 2012: 87).
3. ***Khiyar 'Aib***, circumstances that allow one of the parties that makes the contract have the right to cancel the contract or continue the contract when they find defects (*'aib*) on the object of the contract that is not known by the owner at the time of offer and acceptance (Soemitra, 2019: 53).
4. ***Khiyar Ru'yah***, the suffrage to state the legality of the contract of selling and buying made by an individual to an object that they have not seen when the contract is taking place. According to Shafi'iyah, *khiyar ru'yah* is illegal because the invisible transaction is illegal as it contains fraud (Soemitra, 2019: 54).
5. ***Khiyar Ta'yin***, meaning the suffrage for the buyer in determining different goods when there are several types of object of selling and buying and the seller asks the buyer to choose the most preferred item (Soemitra, 2019: 53).
6. ***Khiyar of properties***, meaning a *khiyar* in which the buyer is given the opportunity to choose between accepting all prices stated or cancelling the selling and buying because of the loss of desirable properties in the goods sold, which are not in the contract assembly (Muslich, 2015: 218).

E-commerce

E-commerce is defined as a dynamic set of technologies, applications and business processes that connect certain companies, consumers and communities through electronic transactions and goods trading, electronic services and information (Fauroni, 2006: 231).

In the Compilation of Sharia Economic Law, e-commerce is not explained directly, but in this compilation, e-commerce can be analogous to goods order transactions (*salam* and *istishna'*). According to the Compilation of Sharia Economic Law, *salam* transactions are financing services related to selling and buying, in which the payment is made at the same time as ordering the goods (Kompilasi Hukum Ekonomi Syari'ah: 14).

As a form of selling and buying, *Istishna'* is similar to *salam*. However, there are some differences, including:

- a. Objects of *salam* are always goods that must be produced, while objects of *Istishna'* can be for any item, both must be produced first or not produced first.
- b. Prices in the contract of *as-salam* must be fully paid in advance, while prices in *Istishna'* do not have to be fully paid in advance but can also be paid in installments or paid in the back.

- c. The contract of *salam* cannot be decided unilaterally, while in *Istishna'*, the contract can be decided before the company starts producing.
- d. A certain time of submission is an important part of the contract of *salam*, but in the contract of *Istishna'*, it is not a requirement.

Broadly speaking, e-commerce is currently implemented to carry out economic activities, including (Asnawi, 2004: 18):

- a. Business to business
It is an online business communication system between business people, or in other words, electronic transactions between companies (in this case, the business people) and in a large product capacity or volume.
Business to business e-commerce has characteristics:
 - 1) Trading partners who already know each other and between them have established a longstanding relationship;
 - 2) Data exchange is carried out repeatedly and periodically in a mutually agreed data format;
 - 3) One of the perpetrators does not have to wait for their other colleagues to send data;
 - 4) The commonly used model is peer to peer, in which processing intelligence can be distributed to both business people.
- b. Business to consumer. It is the form of business that connects companies with customers via the internet, provides instruments for selling products or services and regulates communication and relationships with customers. Business to consumer e-commerce has characteristics:
 - 1) Open to the public, in which information is shared publicly and can be freely accessed;
 - 2) Service that is used is general, so it can be used by many people. For example, because web systems are commonly used, services are provided on a web-based basis;
 - 3) Service that is used is on request. Producers must be ready to respond according to consumer demand;
 - 4) The client-server system is often carried out.
- c. Consumer to consumer
It is an electronic business transaction carried out between consumers to fulfill a certain need and at a certain time. This consumer to consumer segmentation is more particular because the transactions are made to consumers who need transactions. In the world of e-commerce, several business models can be categorized into nine business models. These nine models are (Muhammad, 2002: 121):
 - 1) Virtual Storefront, which sells physical products or services online, while the shipping use traditional means;
 - 2) Market place Concentrator, which centralizes information about products and services from several producers at one central point;

- 3) Information Broker, which provides information about products, prices and availability and sometimes provides transaction facilities;
- 4) Transaction Broker, in which the buyer can observe various tariffs and terms of purchase, but the main business activity is facilitating transactions;
- 5) Electronic Clearing houses, which provides facilities like a product auction place, in which the prices and availability always change depending on consumer reaction.
- 6) Reverse Auction, in which consumers submit bids to various sellers to buy goods or services at prices specified by the buyer;
- 7) Digital Product Delivery, in which selling and sending software, multimedia and other digital products via the internet;
- 8) Content Provider, which provides services and support for users of software and hardware;
- 9) Online Service Provider, which provides services and support for users of software and hardware.

Selling and Buying and *Khiyar* in the Compilation of Sharia Economic Law

The compilation of sharia economic law is a regulation that becomes an attachment and is an inseparable part of the Regulation of the Supreme Court Number 2 of 2008 which has a function as a guideline for judges in the Religious Courts in examining, adjudicating, and resolving cases related to sharia economics (Peraturan Mahkamah Agung No. 2 Tahun 2008).

The compilation of sharia economic law was published in the form of the Regulation of the Supreme Court (PERMA) Number 2 of 2008 concerning Compilation of Sharia Economic Law (KHES). This KHES has undergone adjustments to the existing sharia provisions, such as fatwa of the DSN (National Sharia Council) (Mardani, 2011: 87). Thus, KHES is the compilation or collection or selection of various rules, decisions or provisions related to sharia economics. Sharia economics are actions or business activities carried out according to sharia principles, including (Law number 3 of 2006 concerning amendment to law number 7 of 1989):

- a. Sharia bank;
- b. Sharia microfinance institutions;
- c. Sharia insurance;
- d. Sharia reinsurance;
- e. Sharia mutual fund;
- f. Sharia medium-term bonds and securities;
- g. Sharia securities;
- h. Sharia financing;
- i. Sharia pawnshop;
- j. Sharia financial institution pension funds; and
- k. Sharia business.

Therefore, basically, KHES refers to popular sources of Islamic law, from primary sources to secondary sources. This means that in the perspective of the *fiqh mazhab*, KHES has accommodated all schools which have various *istidlal* methods. Nevertheless, the area of worship shows that the majority is the Muslims of the archipelago.

Selling and buying based on KHES book II Article 20 paragraph 2 states that *Bai'* is the selling and buying of objects or the exchange of objects with money (Kompilasi Hukum Ekonomi Syari'ah, 2009: 15). In article 56, KHES states that the *bai'* element consists of (Kompilasi Hukum Ekonomi Syari'ah, 27):

1. Parties; it is understood that the parties here are those that are bound in a selling and buying agreement consisting of sellers and buyers and other parties involved in the agreement.
2. Objects; is an object of sale and purchase consisting of tangible or intangible objects, movable or immovable objects, and those registered or unregistered.
3. Deal; or understood this is a consent agreement and *Kabul* that can be done in writing, oral and sign.

Based on the Compilation of Sharia Economic Law or KHES book II Article 20 paragraph 8, *Khiyar* is the suffrage for the seller and buyer to continue or cancel the contract of selling and buying they carry out (Kompilasi Hukum Ekonomi Syari'ah, 16).

In Indonesia, online transactions are expanding. One of the examples of online transactions is online selling and buying or online business. Meanwhile, online transactions have many users, both in large and small scale. In this online transaction activity, the level of trust is very reliable because online transactions are very prone to fraud.

In general, the mechanism of e-commerce transactions in Indonesia can be categorized as follows:

1. Online transactions and the payments are made online
2. Online transactions and the payment share made after the good share received
3. Transactions and payments are carried out in the real world, by having online and offline stores.

The emergence of the sharia economic system is seen as one of the best solutions in reorganizing chaotic economy in Indonesia; sharia economics and finance have experienced very significant developments in the national and international spheres. In the context in Indonesia, the need for sharia economics and finance has gained legitimacy in various laws and regulations, and endorsement from the national sharia council. This has implications to the efforts to formalize Islamic law in the economic sphere which cannot be denied at this time.

Based on the Compilation of Sharia Economic Law or KHES book II Article 20 paragraph 8, *Khiyar* is the suffrage for the seller and buyer to continue or cancel the contract of selling and buying they carry out. In this discussion, *khiyar* will be discussed in the Compilation of Sharia Economic Law (KHES) (Kompilasi Hukum Ekonomi Syari 'ah, 15), as follows:

1. *Khiyar Syarth*

Based on KHES, *Khiyar Syarth* is described in several articles, including (Kompilasi Hukum Ekonomi Syari'ah, 58-59):

Article 227 states that *khiyar syarth* is a condition where the seller and/or buyer can agree to consider carefully to continue or cancel the selling and buying agreement they perform. The time required in paragraph (1) is three days unless agreed otherwise in the contract.

This article states that in a transaction, the seller and the buyer can agree to choose to continue or cancel the transaction, and the maximum period is 3 (three) days.

Article 228 mentioned that the period and rights of the *khiyar* are If the *khiyar* period has passed but the parties who have the *khiyar* right do not declare cancelling or continuing the selling and buying agreement, then the selling and buying agreement applies perfectly.

This article states if the *khiyar* right or suffrage has passed the time limit of more than 3 (three) days, and no parties have cancelled the transaction, then the transaction is considered perfect and can be continued. Therefore, in an online transaction, the online shop usually sets the suffrage for 2 (two) or 3 (three) days, if it turns out that the buyer does not complaint the goods that have been sent, then the transaction is considered approved or received.

Article 229 mentioned about the right and term of *khiyar* is that the right of *khiyar syarth* cannot be bequeathed; the buyer becomes the complete owner of the goods sold after the death of the seller during *khiyar*; The ownership of the goods within the *khiyar* period is transferred to the buyer's heir if the buyer dies during the *khiyar* period.

This article explains that the suffrage or the *khiyar* right cannot be inherited to the heirs of the party conducting the transaction. If the seller dies, the goods that are transacted become the complete property of the buyer, and if the buyer dies, the goods or objects that are transacted become the property of the buyer.

2. *Khiyar Naqdi*

Based on KHES, *khiyar naqdi* (Kompilasi Hukum Ekonomi Syari'ah, 59)on **Article 231** mentions that *khiyar naqdi* a condition where the seller and the buyer perform a contract with a deferred payment; (2) Buying and selling as specified in paragraph (1) is cancelled if the buyer does not pay for the good bought at the time promised; Buying and selling as stipulated in paragraph (1) is cancelled if the buyer dies at the *khiyar* period before making a payment.

This article explained that payments in transactions can be suspended in the future. The transaction can be cancelled if the buyer performs defaults, such as, the buyer does not pay within or at the agreed time at the beginning of the transaction and the buyer dies while being in a state of being involved in the transaction.

3. *Khiyar Ru'yah*

Khiyar ru'yah is a condition where the buyer has a *khiyar* right before knowing the goods to be bought. It indicates that the buyer has the right to receive or see the goods to be transacted and if in the future the buyer feels that the goods are not in accordance with the goods that have been transacted, then the buyer can return the goods with similar or same goods.

Based on KHES, *khiyar ru'yah* (Kompilasi Hukum Ekonomi Syari'ah, 59-60),as explained in several articles, such as **Article 232** mentions that *khiyar ru'yah* is a condition where the Buyer has the right to examine the sample of objects to be bought; the buyer has the right to continue or cancel the selling and buying contract of the

goods that have been examined; The buyer has the right to continue or cancel the selling and buying contract if the goods bought are not in accordance with the sample; The right to inspect the object to be purchased can be represented by another party.

4. *Khiyar 'Aib*

This *khiyar* is the suffrage to cancel or continue the transaction for both parties to the transaction if there is a defect in the goods of the transaction. Based on KHES, *Khiyar 'aib* (Kompilasi Hukum Ekonomi Syari'ah: 60-61) is:

Article 235 mentioned that the objects being traded must be free from disgrace unless previously explained.

This article explains that the seller must sell goods that have no disgrace, even if there is a defect in the goods, the seller must honestly state that the goods have a defect or lacking.

Article 236 mentions that there is a buyer's right to the seller in *khiyar 'aib* where the Buyer has the right to continue or cancel the selling and buying contract whose object is *'aib* without prior explanation from the seller. The explanation is that if there are defects in the transaction, the buyer is allowed to continue or cancel the transaction.

5. *Khiyar Ghabn and taghrib*

The right of this *khiyar* can be used if, in a transaction, there is a discrepancy regarding the goods being sold.

Based on the KHES, *Khiyar Ghabn* and *taghrib* (Kompilasi Hukum Ekonomi Syari'ah: 61-63) is explained in several articles, including:

Article 243 states that the buyer has the right to continue or cancel the contract because the seller gave incorrect information about the quality of the object being sold. This explains that in the transaction, the buyer has the right to cancel or continue the transaction if the seller provides incorrect information of the object they sell.

Article 244 states that the buyer can sue the seller to provide goods in accordance with their statement; The buyer can submit to the court to determine that the party giving false information to provide goods in accordance with the statement or fined.

Furthermore, if in the transaction the seller gives the wrong information, the buyer can sue the party to the court and can file compensation.

Conclusions

Online transactions or e-commerce are transactions that utilize an internet network where the two parties do not meet in person. However, performing online transactions are also vulnerable to fraud and tyranny done by one of the parties. Therefore, *khiyar* or suffrage is set when doing a transaction using online media. It is regulated in the Compilation of Sharia Economic Law (KHES). In KHES, *khiyar* is the suffrage for sellers and buyers to continue or cancel the contract of selling and buying they perform. The *khiyar* stipulated in the KHES is the *khiyar* of condition, where the seller and buyer might specify the terms of the transaction, which is three days. If three days have passed, then they are considered to agree or apply perfectly with the transaction. Next, *khiyar naqdi*, practically, is a deferred

payment, and if it is deferred to the time of payment, then the transaction is deemed cancelled. Then, *khiyar ru'yah*, where one of the parties when shopping online may first see the picture presented by the online store and then may continue or cancel the transaction. *Khiyar 'aib*, the suffrage of the goods applied when the good received found 'aib, so it may cancel or continue. This practice is broadly applied to online transactions. However, usually, when found *aib* on the goods, the seller only exchanges for new items. And finally, *khiyar ghabn* and *taghrib*, which is the suffrage to continue or cancel the transaction if the buyer finds that the quality of the goods sold is poor or not in accordance with the picture or explanation of the seller. Determination of the *khiyar* is aimed at protecting consumers from irresponsible parties or perpetrators of fraud in performing online transactions. And if one of the parties feels that there is an element of fraud against them or is detrimental, then they can file a complaint to the authorized court, which is the Religious court.

References

- Al-Zuhaili: Wahbah. 2007. *Fiqh Islam Wa Adillatuhu*, Jilid 5, diterjemahkan Abdul Hayyieal-Kattani, dkk, Depok: Gema Insani.
- Al Jaziri, Abdurrahman, 1970, *Al Fiqh Ala Mazahib Arba'ah*, Juz 3, Mesir: Rihayatul Kubra
- Asnawi, Haris Faulidi, 2004, *Transaksi Bisnis E-commerce Perspektif Islam*, Yogyakarta: Magistra Insania Press bekerjasama dengan MSI MUI, 2004
- Ekonomi Syari'ah Buku II bab IX Bagian Keempat Pasal 236 Tentang *Khiyar 'Aib*. <http://www.ibnukatsironline.com/2015/04/tafsir-surat-al-baqarah-ayat-275.html>.
- Fauroni, Lukman. 2006, *Etika Bisnis dalam Al-Qur'an*. Yogyakarta: Pustaka Pesantren
- Haroen, Nasrun. 2000. *Fiqh Muamalah*. Jakarta: Gaya Media Pratama
- Hukum Islam dan Masyarakat Madani (PPHIMM), 2009, *Kompilasi Hukum Ekonomi Syari'ah (KHES)*, Edisi Revisi, cetakan ke-1, Jakarta: Kencana
- Ismail, Nawawi. 2012. *Fikih Muamalah Klasik dan Kontemporer*. Bogor: Ghalia Indonesia.
- Mardani, 2011, *Hukum Ekonomi Syari'ah di Indonesia*, Bandung: PT. Refika Aditama
- Muhammad, dkk, 2002, *Visi Al-Qur'an Tentang Etika dan Bisnis*, Jakarta: Salemba Diniyah
- Muslich, Ahmad Wardi. 2005, *Fiqh Muamalat*, Jakarta: Amzah
- Nawawi, Ismail. 2012, *Fiqh Muamalah Klasik dan Kontemporer*. Bogor: Ghalia Indonesia
- Peraturan Mahkamah Agung Republik Indonesia Nomor 2 Tahun 2008 Tentang Hukum Ekonomi Syari'ah Buku II Tentang Akad Bab I Ketentuan Umum Pasal 20 Ayat 8.
- Peraturan Mahkamah Agung Republik Indonesia Nomor 2 Tahun 2008 Tentang Hukum Pusat Pengkajian
- Rasjid, Sulaiman. 1994. *Fiqh Islam*. Bandung: SinarBaruAlgensindo.

- Rozalinda, 2016, *Fikih Ekonomi Syari'ah Prinsip dan Implementasinya pada Sektor Keuangan Syari'ah*, Jakarta: RajagrafindoPersada.
- Sabiq, Sayyid. 1983. *Fiqh al-Sunnah*, Juz III. Beirut :Daar al-Fikr,
- Soemitra, Andri. 2019, *Hukum Ekonomi Syari'ah dan Fiqh Muamalah di Lembaga Keuangan dan Bisnis Kontemporer*, Jakarta: Kencana
- Undang-undang Nomor: 3 Tahun 2006 tentang Perubahan atas Undang-Undang Nomor: 7 Tahun 1989 tentang Peradilan Agama.
- Ya'kub, Hamzah. 1992. *Kode Etik Dagang Menurut Islam (Pola Pembinaan Hidup Dalam Berekonomi)*, Cet. II. Bandung: Diponegoro.
- Zainuddin, C., & Hadi, A. (). Potensi Dan Program “Mahkota” Badan Amil Zakat Nasional (Baznas) Sumatera Selatan. *Nurani: Jurnal Kajian Syari'ah Dan Masyarakat*, 18(1), 183-206.
<https://doi.org/https://doi.org/10.19109/nurani.v18i1.3070>