

IMPLEMENTATION OF THE QARDH AGREEMENT AT BANK SYARIAH INDONESIA TANGERANG BRANCH OFFICE

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Abstract

This study aims to determine the implementation of the Qardh contract in financing at Bank Syariah Indonesia Tangerang Branch Office. The Qardh contract is one of the financial instruments in the sharia economic system which aims to provide loans without compensation or additional to meet the needs of the community. This research method involves document analysis, interviews and observations of the implementation process of the Qardh contract at Bank Syariah Indonesia. The results of this study indicate that the institution implements the Qardh contract well and in accordance with the provisions of the DSN fatwa. However, this study also highlights several challenges and improvements that can be applied to increase efficiency and transparency in the implementation of Qardh to strengthen sharia financial inclusion and the challenges faced in its implementation.

Keywords: *Contract, Qardh, Implementation, Islamic financial institutions.*

1. INTRODUCTION

In daily life, humans and social groups in society are involved in the process of social interaction as social creatures are required to interact with each other, help each other, and cooperate with each other to fulfill their lives. (Soekanto, 2023) The nature of social life is essentially human beings who have a goal to meet their life needs. These needs are very diverse, be it primary, secondary, tertiary.

The application of loan practices is carried out to help each other's needs, there is nothing wrong if those who are able to help people who are unable to afford it because loans have a good value in the form of rewards. Where borrowing is not a prohibited act, but is allowed because a person borrows with the intention of using the goods or money he borrows to meet his life needs, and he will return it exactly as he received it (Qhatimah, Baihaqi, & Hikmah, 2024). In the Islamic economic system, the Qardh contract is a form of financial transaction based on the principles of justice and help. Akad Qardh is a form of loan given by the lender (muqridh) to the borrower (muqtaridh) with the obligation to return the principal of the loan in the same amount without any additional (Azlina & Nafis, 2023).

The concept in this contract is different from conventional loans because it does not involve interest (riba) which is prohibited in Islam. Islamic financial institutions use the Qardh contract as a mechanism to provide liquidity assistance to customers while adhering to sharia principles (Abdusshamad, 2014). However, the Qardh contract, as a social interest-free financing product, is less in demand by Islamic financial institutions because it does not provide direct financial benefits.

Research by Nora Maulana there are several factors that cause the lack of interest by Sharia Financial Institutions that have been able to identify the causes, including; (1) does not provide direct financial benefits, where this contract tends to provide less contribution and minimal profitability (2) request for guarantees, the majority of Islamic banks ask for guarantees in qardh contract transactions to mitigate risks. However, this practice can reduce the interest of customers who need unsecured loans. The research in this article will discuss in depth the implementation of the Qardh contract in Islamic financial institutions and identify the obstacles faced, as well as find strategies that allow Islamic financial institutions to carry out their social functions without neglecting the aspect of financial sustainability.

2. IMPLEMENTATION METHOD

This study uses a qualitative approach with a case study method at Bank Syariah Indonesia Tangerang Branch with a normative juridical approach. This study aims to examine how the concept of qardh contract and implementation at Bank Syariah Indonesia (BSI) Tangerang branch by collecting, studying and analyzing related literature. The data collection technique was carried out by means of in-depth interviews and documentation analysis related to the implementation of the Qardh contract at Bank Syariah Indonesia (BSI) (Kadarudin, 2021). Other supporting data were obtained from various sources of data from books, relevant journal articles, DSN-MUI guidelines related to qardh contracts, and other references related to the theme discussed, especially regarding the implementation of qardh contracts at Bank Syariah Indonesia Tangerang Branch.

3. RESULTS AND DISCUSSION

Overview of PT. Bank Syariah Indonesia Tangerang Branch

The banking industry in Indonesia recorded a new history with the presence of PT Bank Syariah Indonesia Tbk (BSI) which was officially born on February 1, 2021 or 19 Jumadil Akhir 1442 H. President Joko Widodo directly inaugurated the largest Sharia Bank in Indonesia at the State Palace. BSI is a bank as a result of a merger between PT Bank BRI Syariah Tbk, PT Bank Syariah Mandiri and PT Bank BNI Syariah. through the Decree of the Financial Services Authority (OJK) No. 04/KDK.03/2021 officially issued a merger permit for the three Islamic bank businesses on January 27, 2021. Furthermore, on February 1, 2021, President Joko Widodo inaugurated the presence of BSI. The composition of BSI's shareholders is: PT Bank Mandiri (Persero) Tbk 50.83%, PT Bank Negara Indonesia (Persero) Tbk 24.85%, PT Bank Rakyat Indonesia (Persero) Tbk 17.25%. The rest are

shareholders who are below 5% each. This merger unites the advantages of the three Islamic banks, so as to provide more complete services, a wider reach, and have a better capital capacity. Supported by synergy with companies and government commitments through the Ministry of SOEs, BSI is encouraged to be able to compete at the global level (Bank Syariah Indonesia, 2025).

BSI is an effort for the birth of an Islamic bank that is the pride of the people, which is expected to become a new energy for national economic development and contribute to the welfare of the wider community. The existence of BSI is also a mirror of the face of Islamic banking in Indonesia which is modern, universal, and provides goodness for all nature (*Rahmatan Lil 'Aalamiin*). BSI's potential to continue to grow and become part of a leading group of Islamic banks at a global level is very open. In addition to the positive growth performance, climate support that the Indonesian government has a mission to create a halal industry ecosystem and has a large and strong National Sharia Bank, the fact that Indonesia as a country with the largest Muslim population in the world also opens up opportunities. In this context, the presence of BSI is very important, not only being able to play an important role as a facilitator in all economic activities in the halal industry ecosystem, but also an effort to realize the country's expectations.

Definition and Concept of Qardh Contract

a. Definition of Contract

There are two terms related to contract in the Qur'an, namely contract (*al-'aqadu*) and word (*al-'abdu*). The word *al-'aqadu* in Surah Al-Maidah verse 1 means an alliance or agreement. While the word *al-'abdu* in Surah An-Nahl verse 91 and Al-Isra' verse 34 means time, message, perfection and promise or agreement. The definition of a contract is also contained in Article 20 of the Regulation of the Supreme Court of the Republic of Indonesia Number 02 of 2008 concerning the Compilation of Sharia Economic Law (KHES) a contract is an agreement between two or more parties in carrying out certain legal acts (Anshori, 2007).

Etymologically, a contract is a bond between two things, both a real bond and a meaningful bond, in one or both aspects. The definition of akad in a special sense is an engagement that is determined with *ijab qabul* based on the provisions of *sharia'* that have an impact on its object (Amalia, 2022).

An agreement is a written agreement between Bank Syariah and UUS and other parties that contains rights and obligations for each party in accordance with sharia principles. In this sense, there are rights and obligations contained in the written agreement. From the above understanding, it can be concluded that akad is a form of agreement that is expressed in words or written about something that is done consciously and interconnected between the words that make the contract, both the first and second parties, based on sharia principles (Miru, 2012).

The meaning of this contract contains the following elements:

- a) The existence of a bond or agreement (agreement) both written and spoken
- b) The presence of an object (goods or something being transacted)
- c) There is a suitability between the parties who breach the contract
- d) The existence of a subject (Perpetrator), either two people or several people (first party and second party)
- e) There are limitations (sharia values)

a. Definition of Qardh

Loan (*qardh*) in the language sense comes from the word *qaradha*, whose synonym *qatha'ah* means "to cut". It is interpreted as such because the person who gives the debt deducts part of his property to be given to the person who receives the loan (*muqtaridh*). *Al-Qardh* is the purchase of property to another person that can be billed back or in other words lending without expecting anything in return. Meanwhile, its application in the world of Islamic banking can be in the form of *al-Qardh al-Hasan* as a form of contribution to the world of small businesses. In Indonesia itself, the funds for this scheme come from the Amil Zakat, Infaq, and Sadaqah Agency (BAZIS). In its inception, *al-Qardh al-Hasan* is a loan with a charitable purpose, where the borrower only needs to pay the amount of money lent without paying additional (Nainggolan, 2016).

Qardh according to the explanation of Article 19 Letter e of Law No. 2 of 2008 is a loan agreement to the customer with the provision that the customer is obliged to return the funds he receives at the agreed time. Meanwhile, according to the MUI Fatwa, loans are given to customers (*muqridh*) who are in need. *Qardh* customers are obliged to return the principal amount received at a mutually agreed time (Husain, 2017).

According to the different views of the jurists, they define *Qardh* as follows

1. According to Madzhab Shafi'i, *qardh* is transferring ownership of something to someone, which at some point must be returned.
2. According to the Hanafi Madzhab, Ibn Abidin said that *qardh* is a loan of what one person has and then given to another and then returned to his property with kindness.
3. According to Madzhab Maliki, *qardh* is the payment of something valuable for repayment is no different or appropriate.
4. According to Madzhab Hambali, *qardh* is a payment made to someone who will benefit from it being returned accordingly.

From the various definitions of *Qardh* above, the author can conclude that *the qardh* contract is an agreement or agreement between the two parties, where the first party provides property or gives property in the sense of lending to the second party as a loan of money or lending property to other people in need and quickly without expecting anything in return.

The Legal Basis of the *Qardh* Contract in the Qur'an and Hadith

The legal basis of borrowing (*al-qardh*) as mentioned in the Qur'an and hadith is as follows:

1. Qur'an

a. Q.S Al Hadid 57:11

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضَاعِفَهُ لَهُ وَلَهُ أَجْرٌ كَرِيمٌ

It means: "Whoever is willing to lend to Allah, a good loan (*Qardhan Hasanah*), then Allah will multiply (his reward) for him and he will have a glorious reward." (QS. Al-Hadid: 11)

b. Q.S Al Baqarah 2: 245

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضَاعِفَهُ لَهُ أَضْعَافًا كَثِيرَةً
وَاللَّهُ يَقْبِضُ وَيَبْسُطُ وَإِلَيْهِ تُرْجَعُونَ

Meaning: "Whoever lends Allah with a good loan (spends his wealth in the way of Allah), Allah will repay him multiplied in

abundance. Allah withholds and provides (sustenance) and to Him you will be returned" (QS. Al-Baqarah verse 245)

c. Q.S Al Maidah: 2

وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ ۚ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

Meaning: "And do not help each other in committing sins and transgressions. Fear Allah. Indeed, Allah is very severe in His punishment." (QS. Al-Ma'idah: 2)

Al-Hadith about Qardh

عَنْ ابْنِ مَسْعُودٍ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: مَا مِنْ مُسْلِمٍ يُعْرِضُ مُسْلِمًا قَرْضًا مَرَّتَيْنِ إِلَّا كَانَ كَصَدَقَتِهَا مَرَّةً

Meaning: "A hadith narrated by Ibn Mas'ud, that the Prophet (peace and blessings of Allaah be upon him) said, "It is not a Muslim to lend to another Muslim twice, but he is like giving alms once." (HR. Ibn Majah no. 2421, book al Ahkam; Ibn Hibban and Baihaqi).

كَانَ رَجُلٌ يُدَايِنُ النَّاسَ فَكَانَ يَقُولُ لِفَتَاهُ: إِذَا أَتَيْتَ مُعْسِرًا فَتَجَاوَزْ عَنْهُ لَعَلَّ اللَّهَ يَتَجَاوَزَ عَنَّا، فَلَقِيَ اللَّهَ فَتَجَاوَزَ عَنْهُ

Meaning: "There used to be someone who liked to give debts to people, so he said to his employees, "If you come to someone who has difficulty paying, then make it easy, hopefully Allah will forgive us." Makai a meet Allah until Allah forgives him" (Saheeh, HR. Al Bukhari and Muslim).

عَنْ أَنَسٍ رَضِيَ اللَّهُ عَنْهُ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: لَمَّا عَرَجَ بِي مَرَرْتُ بِبَابِ الْجَنَّةِ فَكُتِبَ عَلَيْهِ: الصَّدَقَةُ بِعَشْرِ أَمْثَالِهَا وَالْقَرْضُ بِثَمَانِيَةِ عَشْرٍ، فَقُلْتُ: يَا جِبْرِيلُ مَا بَالُ الْقَرْضِ أَفْضَلُ مِنَ الصَّدَقَةِ؟ قَالَ: لِأَنَّ السَّائِلَ يَسْأَلُ وَعِنْدَهُ وَالْمُقْتَرِضُ لَا يَقْتَرِضُ إِلَّا مِنْ حَاجَةٍ

Meaning: "From Anas r.a., he said, the Prophet PBUH said: 'On the night of the event of Isra', I passed through the gates of Paradise and it was written: Alms are multiplied tenfold, while Qardh (loan) is eighteen times. So I said: O Jibril, why is Qardh more important than almsgiving? He replied: "Because the beggar asks even though he still has something, while the one who owes does not owe except out of necessity." (HR. Ibn Majah and Baihaqi from Anas bin Malik r.a., Thabrani and Baihaqi narrated a similar hadith from Abu Umamah r.a.)

Ijma'

The scholars have agreed that *Qardh* is permissible. This agreement is based on the fact that society cannot live without the help of others. No one has everything he needs. Islam is very attentive to the needs of all its people.

DSN MUI Fatwa on Al-Qardh No. 19/DSN-MUI/IV/2001

As stated in the Fatwa of the National Sharia Council, the general provisions regulated by *Qardh* in Sharia Banks are:

- a. *Qardh* is a loan given to customers in need.
- b. *Qardh* customers are obliged to return the principal amount received at a mutually agreed time;
- c. LKS can ask for guarantees from customers when deemed necessary
- d. The Customer can voluntarily provide additional (contributions) to LKS as long as it is not agreed in the contract;
- e. Administrative fees are charged to customers;
- f. If the customer is unable to return some or all of its obligations at the agreed time and LKS has confirmed its incapacity, LKS may extend the return period or remove part or all of its obligations;

The *Qardh contract* is a form of the *tabarru'* contract so that in determining the conditions of *Qardh* it is determined that there is a capability in its implementation. This means that in carrying out the contract, it is not easy to require conditions in its implementation, both the giver and the recipient of the loan must meet the following criteria.

- a) Both must be common sense
- b) *Puberty* which means capable of carrying out legal actions
- c) in the act of both the giver and the borrower without any coercion

Therefore, these conditions are guidelines to minimize and avoid defaults by the parties who carry out an agreement and are required to be held accountable by the parties in carrying out an achievement. If viewed in terms of its nature as stated above, the *qardh* contract does not provide financial benefits for *the qardh contract* according to the category, first it is necessary to help small businesses and social needs, it can be sourced from *zakat*, *infaq* and *shodaqoh funds*. Second, *qardh* is needed to help customers' finances quickly and in the short term.

Management of Qardhul Hasan Funds in Sharia Banking

Funds submitted by customers to the Bank are usually carried out using a *wadiah* deposit contract. What can be converted into *qardh* this change occurs When the bank manages *the qardul hasan* fund for social interests that are empowered by the community, especially the underprivileged but if there are profits accompanied by interest, then this is not allowed in sharia law even if the bank does not pay interest but uses the deposits to extend *riba* or commit other unlawful acts, it is not allowed (Syafa'at & Afandi, 2020).

The regulations relating to financial institutions including the Bank regarding *Qardh* are as follows:

- a. Loan agreement made between the bank and the Borrower

- b. Borrowers to develop their business, while Islamic banks provide capital investment. The source of funds contained in *qardh* comes from bank accounts and funds are collected from various sources including zakat, infaq, sedaq, fines, and assistance from other parties.
- c. If the profit is earned, 100% will be transferred to the customer and the profit will not be distributed to the Islamic bank.
- d. When the payment is completed or the deadline, the borrower must return 100% of his capital to the Islamic bank without any obstacles.

Distribution of funds to *Qardhul Hasan*

Qardhul Hasan is an interest-free financing distributed solely as a form of social obligation, where customers are only required to repay their capital without any other requirements. The provision of *qardul hasan* funding by Islamic financial institutions needs to be carried out appropriately and follow the provisions of *the qardh contract*, because customers who receive *qardhul hasan* financing are only obliged to return the principal of the loan without any profit sharing. Islamic financial institutions also do not require a mortgage from *qardul hasan customers*. *Qardh financing* in Islamic banking is an interbank financing contract with a script that is considered worthy of receiving it, with the main focus on small entrepreneurs who do not experience difficulties. Financing receipts only need to return the capital when it matures and the bank only charges administrative fees to its customers . (Mukhlis, 2025)

Implementation of Financing with *Qardh* Contract at Bank Syariah Indonesia Tangerang Branch

Carrying out *qardh* contract financing for Bank Syariah Indonesia is in accordance with sharia principles. Sharia bank *qardh* financing includes financing that cannot be *margin*ed by sharing the proceeds with customers with Bank Syariah Indonesia (BSI). The application of the *qardh* contract at Bank Syariah Indonesia is legal and has been directly supervised by the Financial Services Authority (OJK) and is also registered with relevant ministries and institutions. *Qardh* financing is the support handed over to people who are not yet able or when difficulties in support are seen as useful where the individual is not expected to share the profits or net income, but returns the main size of the leased assets based on an agreement that has been presented between the client and Bank Syariah Indonesia (BSI) or additionally at Bank Syariah Indonesia (BSI).

In the activity of distributing funds in the form of Financing on the basis of the *Qardh* Agreement, the following requirements apply:

- a. The bank acts as a provider of funds to provide loans (*Qardh*) to customers based on the agreement;
- b. The Bank is obliged to explain to customers about the characteristics of financing products on the basis of *Qardh*, as well as the obligations and rights of customers as stipulated in the provisions of Bank Indonesia Roman IV regarding the transparency of Bank product information and the use of customer personal data;
 - a. The Bank is obliged to conduct an analysis of the Financing plan on the basis of *Qardh* to the customer which includes personal aspects in the form of character analysis;
 - b. The Bank is prohibited for any reason from accepting loan repayments exceeding the nominal amount corresponding to the Agreement;

- c. The Bank is prohibited from charging any fees for the disbursement of Financing on the basis of *Qardh*, except for administrative fees within reasonable limits;
- d. Banks and customers

Brief analysis: Akad Qardh and the Lack of Incentives for Islamic Financial Institutions from a Legal Sociological Perspective

The Qardh contract, as a form of interest-free loan, reflects Islamic social values such as helping and justice. However, in practice, this contract is less in demand by Islamic financial institutions because it does not provide direct financial benefits. From the perspective of legal sociology, especially the theory of legal realism, law will only be implemented effectively if it is in accordance with the interests of social actors. In this case, Islamic banks prefer contracts that bring in profits to maintain business sustainability. The Qardh contract is often positioned as part of CSR, not the main product. Therefore, many institutions combine it with other contracts such as wakalah or mudharabah to continue to provide social benefits while maintaining financial health. According to the structural functionalism approach, this shows that the law (the Qardh contract) must adapt to the social and economic structure in order to be implemented sustainably. The solution can be in the form of regulatory support and fiscal incentives so that the Qardh contract can develop in the Islamic financial system.

4. CONCLUSION

The implementation of qardh contract financing at Bank Syariah Indonesia Tangerang branch is one of the Islamic financial instruments that plays an important role in improving social and economic welfare. With its various applications in Islamic financial institutions, this contract is able to provide solutions for people who need financial assistance without having to deal with usury. Despite its various benefits, challenges in implementing Qardh such as the risk of default and liquidity management should still be a major concern. Therefore, Bank Syariah Indonesia Tangerang Branch's efforts to get customers to return loans in qardh financing where the provision of rescheduling, especially on the due date with the amount of qardh installments, also produces suggestions and solutions when business processing after customers are late or unable to pay qardh installments. As well as providing all forms of convenience ranging from providing rectification, providing the opportunity for customer guarantees to be able to sell themselves so that they can pay installments and ease installments. When this month is not complete, the next month can add the remaining installments at the beginning of the installment month. Likewise, it can be done through mediation and it is also necessary to implement the right risk mitigation strategy so that the Qardh contract can continue to run optimally in the Islamic financial ecosystem.

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