



A Comparative Study of the Shafi'i and Maliki Schools on Debt Transactions in the *Mulangin* Tradition within the Wedding Reception Culture of the Betawi Community

Fatih Zein Muhammad

Faculty of Sharia and Law, UIN Syarif Hidayatullah Jakarta, Indonesia

Email: fatihzein8@gmail.com

Ahmad Bisyr Abd. Shomad

Faculty of Sharia and Law, UIN Syarif Hidayatullah Jakarta, Indonesia

Email: bisyri.shomad@uinjkt.ac.id

Abstract

This study examines the *mulangin* tradition within the Betawi community, a form of reciprocal social-economic practice that functions as an informal debt system rooted in solidarity and mutual aid. The problem arises from its unclear legal status in Islamic jurisprudence whether *mulangin* constitutes a lawful loan or a customary social practice. This research using a qualitative narrative and socio-legal approach, this research analyzes the practice through the perspectives of the Shafi'i and Maliki schools, employing field interviews, observations, and classical fiqh texts as primary sources. The findings show that the Shafi'i school emphasizes contractual clarity and the avoidance of additional benefits that could lead to Riba, while the Maliki school legitimizes *mulangin* as a valid social custom as long as it aligns with the objectives of Islamic law and mutual consent. The study concludes that *mulangin* represents a living synthesis between Islamic law and local wisdom, demonstrating the adaptability of Islamic jurisprudence in accommodating social and cultural realities without compromising the principles of justice, consent, and communal welfare.

Keywords: *Mulangin Tradition, Shafi'i School, Maliki School, Fiqh Muamalah, The Law of Walimah*

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1. INTRODUCTION

The economy of traditional communities relies on social networks and cultural practices deeply embedded in daily life, alongside conventional financial institutions. One interesting social-based economic activity to study in the Betawi context is the "*mulangin*" tradition. This practice is a method of giving and receiving money, often performed at celebrations such as weddings, and serves as an informal form of credit and

debt among community members. *Mulangin* functions as a microeconomic tool based on reciprocity and also appears to be a manifestation of communal solidarity..¹

One way local culture safeguards the economic systems of villages without easy access to banks is demonstrated in the *Mulangin* tradition. The idea is that locals who attend a party will "repay" the host with a cash gift at the next similar party. This practice has evolved into a kind of informal social debt, institutionalized by the expectation of reciprocation; in some cases, family records even reflect this..²

However, this practice raises problems from a muamalah jurisprudence perspective, particularly regarding the clarity of the contract, the repayment period, and the potential for *garar* (unclearness) and *riba* (unjustified additional value). In the Shafi'i school of thought, a debt contract must meet the requirements of clarity of the object, the repayment period, and the willingness of both parties. Meanwhile, the Maliki school places great emphasis on the concept of *'urf*, or customary practice prevailing in society, as a source of law as long as it does not conflict with basic sharia principles..³

As a social and economic phenomenon in Betawi culture, *mulangin* has been the subject of several studies. According to Nurhasanah, this behavior is sometimes accompanied by the expectation of future rewards, making it not entirely voluntary. From a socio-economic perspective, *mulangin* is a system that helps society redistribute wealth based on the principle of reciprocity. Both Gusvi and Saputra agree that this strategy is effective in easing the financial burden on communities caused by organizing wedding celebrations..⁴

According to Abidin and Hulwati's research, *mulangin* began to develop as the value of contributions increased, as people began to expect equal or greater rewards. Unofficial "rates" depending on the donor's social status even emerged, which could lead to injustice and a kind of burdensome "social obligation." This poses challenges for Islamic law and ethics, particularly when considering justice and the prohibition of usury. From an Islamic legal perspective, Sobary's research highlights the need to consider social rituals such as *mulangin* in their proper context. He emphasizes that *'urf* (lawful behavior) that aligns with Islamic principles (*maqāsid al-syarī'ah*) can be used as a basis for legal validity. This view is echoed by the Maliki school, which holds that regional norms should be considered when deciding whether a transaction is valid..⁵

A study of the integration of Islamic law and traditional socio-economic practices in Indonesia shows that Shafi'i fiqh plays a significant role in legitimizing local cultural practices. According to R.A. Setiawan, the application of Shafi'i fiqh principles to traditional financial practices in Indonesia reflects the harmonization of Islamic legal

¹ Febi Putri, "Analisis Fiqh Tabarru terhadap sumbangan perkawinan di Desa Cijengkol Kecamatan Setu Kabupaten Bekasi" (other, UIN Sunan Gunung Djati Bandung, 2024), <https://digilib.uinsgd.ac.id/89863/>.

² Hulwati Hulwati Zainal Abidin, "Uang Panggilan: Media Pertukaran Sosial dan Tolong Menolong dalam Masyarakat Gaduh Angik | Abidin | Indonesian Journal of Religion and Society," diakses 6 Juli 2025, <https://journals.lasigo.org/index.php/IJRS/article/view/237>.

³ Al-Khattab, M., *Al-'Urf wa Atsaruhu fi Istibath al-Ahkam*. (Beirut: Dar al-Fikr., 2020).

⁴ Fitrina Gusvi, "perilaku dalam interaksi dengan lembaga keuangan masyarakat non-formal (arisan)," 1 januari 2021, https://www.academia.edu/44823133/perilaku_dalam_interaksi_dengan_lembaga_keuangan_masyarakat_non_formal_arisan.

⁵ Al-Ayubi, M., *Ushul Fiqh Kontemporer: Pendekatan Kontekstual dalam Hukum Islam*. (Jakarta: Kencana, 2018).

norms and the concept of authentic *urf* as the basis for socio-economic legitimacy.⁶ In line with this, Fauzi's research confirms that the concept of *urf* in Indonesia serves a similar function to the Egyptian context, namely as a crucial instrument in the development of *fiqh* that adapts to local cultural dynamics.⁷

Furthermore, Hasan explained that the principles of social justice and community solidarity in Islam are an important foundation for the formation of just social practices, such as the *mulangin* tradition in Betawi society. This tradition not only represents a hereditary custom but also reflects the values of distributive justice taught in Islamic jurisprudence (*fiqh muamalah*). Thus, *mulangin* can be understood as a concrete form of the application of Islamic legal values that are alive and functional in the social life of society, particularly in the context of justice, togetherness, and mutual assistance among community members.⁸

The urgency of this research lies in the need to understand how Islamic law, particularly the Shafi'i and Maliki schools of jurisprudence, accommodates traditional economic practices that thrive in local Muslim communities. Amidst the tide of economic modernization and cultural commercialization, the practice of *mulangin* persists as a form of social solidarity. However, without a proper analysis of Islamic law, this practice has the potential to lead to legal misunderstandings—whether it is considered a legitimate debt (*qard*) or simply a social tradition not legally binding under Sharia law. Therefore, a comprehensive *fiqh* analysis is essential to provide a clear and contextual legal basis for this social practice.

The novelty of this research lies in its comparative approach between the Shafi'i and Maliki schools of thought in assessing the legitimacy of the *mulangin* tradition as a form of debt receivable transaction. Most previous studies have only discussed *mulangin* from a social, economic, or anthropological perspective without a thorough comparative analysis of Islamic law. This research seeks to present a new perspective that combines classical *muamalah* jurisprudence with the social context of modern Betawi society, while also emphasizing the relevance of the *maqāṣid al-syarī'ah* principle in bridging Islamic law and local culture.

However, previous research has not considered the comparisons and differences between these practices according to the two main Islamic schools of thought, the Shafi'i and Maliki. This is particularly true when investigating the legitimacy of the *mulangin* tradition as a debt system under Islamic law. On the other hand, comparative jurisprudential studies comparing the Shafi'i and Maliki schools are still rare, and most studies of *mulangin* focus on cultural and social aspects. The legitimacy of local economic practices emerging in urban Muslim communities can be legitimized using the concept of '*urf* (justice), and this comparison is crucial for determining whether *mulangin* constitutes a valid debt transaction under Islamic law. Therefore, this paper seeks to address this gap by employing a normative-cultural approach that considers both legal and local aspects simultaneously.

⁶ Romi Adetio Setiawan, "Impact of Islamic Jurisprudential on Traditional Financial Customs and Legal Integration in Indonesia," *Journal of Islamic Thought and Civilization* 13, no. 2 (6 Desember 2023): 195–209, doi:10.32350/jitc.132.13.

⁷ Fauzi Fauzi, "'Urf and Its Role in The Development of Fiqh: Comparative Study of Family Law Between Egypt and Indonesia," *El-Usrah: Jurnal Hukum Keluarga* 7, no. 1 (30 Juni 2024): 346–71, doi:10.22373/ujhk.v7i1.23968.

⁸ Samiul Hasan, "Philanthropy and Social Justice in Islam: Principles, Prospects, and Practices," SSRN Scholarly Paper (Rochester, NY: Social Science Research Network, 30 Januari 2024), doi:10.2139/ssrn.4709876.

By comparing the Shafi'i and Maliki traditions, this article hopes to provide insight into how the Betawi *mulangin* tradition handles debt transactions. Specifically, we examine how the Maliki school's notion of '*urf*' helps legitimize local traditions and how well these cultural practices adhere to the basic principles of Islamic law (fiqh). This method is believed to help modern urban Muslims integrate Islamic law and communal culture.

This research aims to:

- a. Analyze The Mulangin Tradition in Betawi Society.
- b. Explain The Law of Walimah and Transactions in the Mulangin Tradition in the Shafi'i and Maliki Schools.
- c. Analyze The Legal Implications of the Mulangin Tradition.

Theoretically, this research contributes to the development of Islamic jurisprudence by expanding its scope to the socio-cultural realm of local communities. Practically, the results of this research are expected to serve as a reference for the public, academics, and policymakers in understanding and assessing socio-economic practices such as *mulangin* in accordance with the principles of justice, consent, and benefit in Islam. Furthermore, this research strengthens the understanding that Islamic law is dynamic and able to adapt to social realities without losing its essential values.

Using qualitative narrative study techniques, this research adopts a socio-legal perspective. This study examines the normative elements of Islamic law as well as the social and cultural characteristics of the *mulangin* tradition in Betawi culture, which formed the basis for the selection of this method. Narrative techniques were used to explore the community's interpretations, views, and encounters with the *mulangin* tradition, allowing for a more in-depth and contextual reflection of social reality in the study findings.

Primary and secondary sources were also used to compile the data. The *mulangin* tradition, traditional Betawi figures, and local religious leaders who understand the community's cultural values and Islamic law served as primary sources. To provide a factual and sociological picture of *mulangin* in community life, these source data were used. Secondary materials were collected from various sources, including classical fiqh texts that can be used as references, modern works, journal articles, and relevant previous research. These sources relate to the Shafi'i and Maliki schools of thought. To analyze and differentiate various schools of thought on the legitimacy of transactions in the *mulangin* tradition, these secondary sources are used to strengthen the normative analysis.

The three main methods of data collection were documentation, observation, and interviews. Informants selected for in-depth interviews were chosen based on their level of involvement and expertise in *mulangin* practices. Social events involving *mulangin*, such as Betawi celebrations, also served as sites for direct observation. The purpose of these observations was to gain a better understanding of the social interaction processes and patterns of reciprocity in the practice. Additional written sources related to *mulangin* practices were examined, including family records, donation lists, personal archives, and others. This documentation included empirical data on the specific forms of the tradition studied and served to support the fieldwork findings.

There are three main steps in the data analysis process in this study: reduction, presentation, and extraction. To narrow the research focus on the practice of debt exchange in the *mulangin* tradition and its interpretation by the Shafi'i and Maliki schools, the data reduction step includes sorting, classifying, and simplifying the collected field data. Data presentation involves compiling the de-identified information into a narrative

based on social, cultural, and Islamic legal aspects. Next, the conclusion-drawing stage is carried out by interpreting the analysis results based on Islamic *fiqh* theory and the concept of '*urf*' in Islamic law, so as to obtain a comprehensive understanding of the position of *mulangin* from the perspective of Islamic law and Betawi culture.

Triangulation of sources and methods was used to ensure the validity and reliability of the research results. Source triangulation was conducted by comparing data collected from various sources, including traditional leaders, religious experts, and traditional practitioners. To obtain more accurate and comprehensive data, the researcher used method triangulation, which combines the results of interviews, observations, and documentation. This was done to ensure the research was academically and empirically valid and produced impartial and accountable results.

2. DISCUSSION

Economically and socially, the Betawi people have long relied on the *mulangin* tradition, which stems from the value of community service. The word "mulangin" is derived from the root word "*mulang*," meaning to return or repay. When a family holds a wedding reception, or a "*hajatan*" in some form, "*mulangin*" means to give a gift to someone who has given. The foundation of Betawi social solidarity is the idea of reciprocity, and "*mulangin*" represents this. This ritual highlights the strong moral bonds that bind Betawi social interactions, which go beyond mere friendship or kinship. These bonds serve to maintain social balance and mutual respect.

While the Betawi indigenous people began to develop their own unique social patterns in the 18th and 19th centuries, the *mulangin* tradition is said to have existed since the beginning of Betawi society. Interviews with prominent Betawi traditional figures in the Tegal Alur and Kebayoran Lama areas indicate that this practice developed from the need to meet the community's shared needs with very limited resources. At major events such as weddings, circumcisions, or aqiqahs, people would find ways to support each other. The *mulangin* system evolved from this practice; people lent money to each other and then repaid it when their social status changed.

The primary purpose of the *mulangin* tradition is to strengthen social solidarity and maintain economic balance within the community. Through this *mulangin* tradition, the community can share financial burdens, especially during times of significant expense. However, beyond its social function, *mulangin* also holds profound symbolic meaning. It serves as a means of upholding the values of friendship, tolerance, and reciprocity. However, in the view of most Betawi people, not performing *mulangin* is considered neglecting social relationships and incurring social sanctions that can create negative perceptions within the community. Therefore, *mulangin* is not only economic, but also moral and social.

If done correctly, *mulangin* is a straightforward and systematic method. It is a common practice for guests to give cash when someone holds a celebration. The exact amount depends on their financial situation, social status, and level of familiarity. This contribution is then recorded by the host in a special book called the "*mulangin* guest book" or "*hajatan* cash book," which serves as a reference when the same guest holds a celebration in the future. In other words, the host will "return" the exact amount, or nearly the same, of the contribution. This informal, trust-based economic system is primarily shaped by this idea. Sincerity and a willingness to do one's part for the common good underpin this system, which operates without formal contracts or legal guarantees. A Betawi traditional leader in the Tegal Alur region once said, "If a Betawi person doesn't

mulangin, it means he hasn't upheld his own good name." Because one's status in society depends on one's involvement in this symbiotic process, this statement illustrates the most binding social force of *mulangin*.

The *mulangin* ritual is not time-bound and is only performed at social events such as weddings, aqiqahs, circumcisions, or housewarmings. However, weddings are the most common *mulangin* pattern due to the high financial demands associated with the event. Here, *mulangin* serves as "social capital" that the family hosting the event can use to cover costs and possibly even generate profit. Surprisingly, through several interviews, it was found that families often refer to *mulangin* as "social savings," as they anticipate receiving an equal amount of contributions when they organize the event, regardless of their initial investment.

Within this framework, *mulangin* can be seen as a form of sustainable social capital: financial contributions are made not merely to recoup the money, but also to create social bonds, mutual trust, and social networks among members of the Betawi community. This value aligns with findings in research on the synergy between Islam and local traditions in Betawi society, where custom and religion function together to maintain social justice and community solidarity.⁹

However, *mulangin* has evolved in response to contemporary social forces. The value of gifts typically changes according to the giver's social status, according to field observations, particularly in metropolitan areas like West and South Jakarta. Gifts tend to increase in value. Some segments of society have begun to view *mulangin* as more than a mere token of solidarity; they see it as a "moral debt" that must be repaid in full or more. Lower-middle-class people, in particular, feel social pressure to "reciprocate" in equal amounts as a result of these adjustments to avoid appearing ungrateful.

The fact that *mulangin* shares similar monetary transaction aspects with debt (*qard*) makes it an interesting topic to study from an Islamic legal perspective (*fiqh muamalah*). Debt, according to the Shafi'i school of thought, must be structured with a transparent contract and repayment schedule, and must be free from additional features (*ziyādah*) that could lead to usury. As long as it does not conflict with sharia principles, custom or *urf* can serve as a legal basis in the Maliki school. Because its primary purpose is to help, not seek profit, a religious figure from the Betawi community stated in an interview that *mulangin* does not constitute usury. However, when societal pressure to "pay more" arises, the practice risks becoming an economic incentive rather than a spirit of mutual cooperation something considered problematic under Islamic law.

Two interrelated aspects of *mulangin* emerged from interviews and observations: as a means of social solidarity and as an informal economic mechanism. Within the framework of solidarity, *mulangin* helps communities bond and build trust. However, economically, *mulangin* functions as a decentralized savings and loan system that helps communities meet their financial obligations outside of traditional banking institutions. Therefore, analyzing *mulangin* through the lens of Islamic law and local culture is a challenging and complex process.

The "*mulangin*" record-keeping method appears to be a crucial component of social governance at home, according to documentation from various Betawi family records. These books are more than just collections of names and numbers; they also represent the bonds that bind people together over the years. This system has become an integral part of Betawi social heritage; in fact, children generally inherit "*mulangin*"

⁹ Arya Baihaqi, Sinergi islam, tradisi lokal, dan ketahanan budaya dalam masyarakat jawa-betawi untuk menjaga toleransi dan keadilan sosial di Jakarta, *Jurnal Ilmiah Pendidikan Dasar*, Vol. 10 No. 02

responsibilities from their parents. With its emphasis on accountability, honesty, and reciprocity, this tradition is a powerful tool for the religious and social education of future generations.

Consequently, the "*mulangin*" heritage encompasses more than just the local economy; it is an integral component of a value system encompassing elements of society, culture, and religion. Within the context of the growing Islamic culture in the metropolitan area, it demonstrates how the Betawi people view the values of justice, mutual cooperation, and unity. In the field of Islamic legal studies, "*mulangin*" is seen as a practical illustration of how "*urf ṣaḥīḥ*" (valid customs) can be used to uphold Islamic ideals, such as social cohesion and the common good. Therefore, the purpose of this study is to demonstrate that a mere legal interpretation of the *mulangin* tradition is insufficient; this tradition must also be seen as an expression of the humanitarian and moral values that underlie Betawi existence.

Furthermore, from a local fiqh perspective, although *mulangin* formally takes the form of a monetary contribution without a written contract, this custom can be considered a legitimate form of '*urf*' in Islam as long as it does not result in usury or social exploitation. This review can be compared with analyses of other Betawi wedding traditions within the context of Islam and local culture.¹⁰

This dynamic demonstrates that *mulangin* is not merely a stand-alone social phenomenon, but rather an integral part of the broader Islamic legal and ethical system. As a social practice rooted in the value of mutual cooperation, *mulangin* demonstrates how Islamic teachings are not only normative but also a source of living values in the daily lives of Muslim communities. In this context, research by Supani, Yaqin, and Sukron reveals that within Islamic boarding schools (*pesantren*), which have long been the primary base for the development of Islamic law in Indonesia, there is a tendency for a shift in the application of the Shafi'i and Maliki schools of thought. This shift leads to the emergence of a more adaptive approach to Islamic jurisprudence (fiqh) to the social and economic realities of society, without abandoning the basic principles of sharia. This approach allows Islamic law to remain relevant and contextual, in line with local cultural and economic dynamics.¹¹

This view aligns with the research findings of Shanmugam and Zahari, who assert that in the modern Islamic financial system, the principles of *qarḍ hasan* (benevolent loans) and *istislāḥ* (public benefit) are concrete forms of implementing '*urf ṣaḥīḥ*' (authentic principles) in order to maintain social stability and economic balance. These principles affirm that Islamic law has the normative flexibility to adapt to the needs of society, as long as it does not violate the *maqāṣid al-syarī'ah* (the main objectives of sharia). In the context of *mulangin*, the practice of mutual assistance in the form of providing funds or reciprocal assistance between community members can be seen as a practical realization of the value of *qarḍ hasan*, which emphasizes generosity, social solidarity, and moral responsibility between individuals.¹²

¹⁰ Faiz Fikri Al Fahmi, Najwa Aprilia Putri, Qonita Luthfiah Mandayni, Annajwa Annajwa, Muhammad Iqbal Ritongah, & Muhammad Husein Kurtucy. (2024). Interaksi Islam dan Budaya Lokal Studi Kasus Tradisi Pernikahan Ala Betawi. *Al-Tarbiyah : Jurnal Ilmu Pendidikan Islam*, 2(4), 35–47

¹¹ Supani Supani dkk., "From Classical Shafi'i Jurisprudence to Diverse Madhhab Perspectives: Shifting Literatures and Practices of Sharia Economic Law in Islamic Pesantren," *JURIS (Jurnal Ilmiah Syariah)* 24, no. 1 (30 Maret 2025): 63–72, doi:10.31958/juris.v24i1.13419.

¹² Bala Shanmugam dan Zaha Rina Zahari, *A Primer on Islamic Finance* (Charlottesville, Va.: Research Foundation of CFA Institute, 2009).

Furthermore, Qadri and Bhatti highlight that the Islamic financial system essentially grows from the spirit of reciprocity and social solidarity deeply rooted in Muslim culture. This element serves as a moral force that distinguishes Islamic economics from capitalist economic systems that are solely profit-oriented. The same spirit is also reflected in the practice of *mulangin*, where social relationships are built on trust, moral commitment, and community honor, rather than solely on material exchange.¹³

Meanwhile, Osman explained that in Islamic financial risk management, the principles of social trust and solidarity networks are the main foundations that ensure the sustainability of a values-based economic system. Such social networks serve as informal mechanisms that maintain the economic stability of a community while strengthening social bonds among its members. In the Betawi context, the *mulangin* plays a similar role as a social instrument that balances economic needs and moral obligations, while strengthening a sense of togetherness and social trust (social capital) within a constantly changing urban society.¹⁴

Thus, *mulangin* can be understood as a form of local wisdom that not only possesses cultural value but also reaffirms the role of Islamic law in strengthening social cohesion and economic resilience based on spiritual and moral values. This tradition is a concrete example of the synergy between authentic *urf* and the principles of *muamalah* jurisprudence, which together create a just, sustainable, and beneficial socio-economic system.

The Law of Walimah and Transactions in the Mulangin Tradition in the Shafi'i and Maliki Schools

The wedding reception is an important part of Islamic teachings, symbolizing gratitude for the successful completion of the marriage contract. Etymologically, a *walimah* means a banquet held to express joy at the wedding.¹⁵ In the view of the Shafi'i school, the ruling on holding a wedding is a *sunnah mu'akkadah*, which is a strongly emphasized recommendation. This is based on the hadith of the Prophet Muhammad, "Hold a wedding even if it is only with a goat." (H.R. al-Bukhari no. 4872).¹⁶ Imam an-Nawawi explained that the *walimah* is a *sunnah* for the groom as a form of gratitude for the blessing of marriage and at the same time a means of strengthening social relations between people.¹⁷

The Syafi'i School emphasizes that the main goal of the *walimah* is not simply to show off wealth or social prestige, but rather to express gratitude and happiness carried out with complete simplicity. In *Al-Muhadzdzab*, al-Syirazi emphasized that it is recommended that the *walimah* be carried out immediately after the marriage contract,

¹³ Hussain Mohi-ud-Din Qadri dan Muhammad Ishaq Bhatti, ed., *The Growth of Islamic Finance and Banking: Innovation, Governance and Risk Mitigation*, Islamic Business and Finance Series (World Islamic Economics and Finance Conference, London New York: Routledge, 2020).

¹⁴ "docserv.uni-duesseldorf.de/servlets/DerivateServlet/Derivate-75694/Manal Osman- PhD Dissertation- Islamic Banking vs. Conventional Banking An Analysis of Risk Management Processes.pdf," diakses 16 Oktober 2025, <https://docserv.uni-duesseldorf.de/servlets/DerivateServlet/Derivate-75694/Manal%20Osman-%20PhD%20Dissertation-%20Islamic%20Banking%20vs.%20Conventional%20Banking%20An%20Analysis%20of%20Risk%20Management%20Processes.pdf>.

¹⁵ Yahya ibn Syaraf an-Nawawi, *Rawḍat al-Ṭālibīn wa 'Umdat al-Muḥīn* (Beirut: Dar al-Kutub al-ʿIlmiyyah, 1991), 124.

¹⁶ Ibid.

¹⁷ Ibid., 126.

taking into account abilities without exaggeration. On the other hand, Islam also recommends attending the walimah's invitation as a form of social appreciation, as long as there are no elements of immorality or evil in it.¹⁸

Apart from that, in the view of contemporary ulama, walimah is also understood as part of Islamic *syi'ar* which has social and moral dimensions. Yusuf al-Qaradawi in *Fiqh al-Usrah* explains that walimah not only functions as a form of gratitude, but also as a medium for publicizing marriages to avoid the practice of closed marriages (*nikah sirri*) which can give rise to slander. With the existence of a walimah, the existence of marriage becomes known to the wider community so that the goal of the Shari'a in the form of protection of family lines can be maintained.¹⁹

Beyond serving as a mechanism for mutual assistance, the mulangin tradition is also beginning to be understood as part of the cultural capital of the Betawi people. In his study of economic anthropology, Mauss (1990), using his theory of "The Gift," explains that gifts in traditional societies always have three elements: giving, receiving, and reciprocation. This cycle is what maintains social relationships. This pattern is clearly visible in the mulangin tradition, as every gift morally creates a "social obligation" to reciprocate in the future.²⁰

In the Betawi context, this obligation is not considered a burden, but a symbol of one's honor (*izzah*) within the community. This demonstrates that mulangin is not merely an economic activity, but is imbued with social, moral, and even status values.

Meanwhile, in the Maliki school, the walimah is also considered a *sunnah mu'akkadah* (recommended sunnah), and in some narrations, it is even considered a sunnah that is nearly obligatory if performed with the intention of maintaining social relations and demonstrating the symbolism of marriage.²¹ In *Al-Mudawwanah al-Kubrā*, Imam Malik states that the walimah is part of the symbolism of marriage, demonstrating the social legitimacy of the contract.²² Thus, the walimah serves as a form of gratitude and public recognition of a valid marriage bond according to sharia.

Both schools of thought agree that community participation is recommended in the implementation of a walimah as a form of social solidarity. In the Betawi context, the spirit of mutual cooperation in walimah is manifested through the tradition of mulangin, a voluntary donation from guests to the host in the form of money or goods.²³ However, this is where an interesting aspect arises in Islamic jurisprudence: does the donation constitute a gift, a grant, or is it actually a debt-credit transaction (*qard*) which carries an obligation to repay.

Al-qard (loan) is described terminologically by the Maliki school of thought as the transfer of a beneficial asset to another party with the duty to restore an equivalent asset, which the borrower is then responsible for using temporarily. This concept emphasizes the usefulness of the benefit received from the loaned property as well as the borrower's moral and legal obligation to return it to its original value. According to this

¹⁸ Abu Ishaq Asy-Syirazi, *Al-Muhadzdzab fi Fiqh al-Imam al-Syafi'i* (Beirut: Dar al-Kutub al-'Ilmiyyah, 2006), 244.

¹⁹ Yusuf Al-Qaradawi, *Fiqh al-Usrah al-Muslimah*. (Kairo: Dar al-Syuruq, 2020), 135

²⁰ Marcel Mauss, *The Gift: Forms and Functions of Exchange in Archaic Societies*, 1990.

²¹ Sahnūn ibn Sa'īd ibn Ḥabīb at-Tanūkhī al-Mālikī, *Al-Mudawwanah al-Kubra* (Beirut: Dar al-Fikr, 1994), 311.

²² Sahnūn ibn Sa'īd ibn Ḥabīb at-Tanūkhī al-Mālikī, *Al-Mudawwanah al-Kubra*.

²³ Mohammad Sobary, *Islam dan Kearifan Lokal: Dialektika Agama dan Budaya di Indonesia* (Yogyakarta: LKiS, 2007), 215.

perspective, *al-qard* is a social and moral act based on kindness and mutual support rather than just a financial transaction.²⁴

Shafi'i school scholars, on the other hand, have a distinct but similar understanding of *al-qard*. They describe it as the process by which the lender transfers ownership of a particular piece of property to the borrower, provided that the borrower provides a replacement of like type and value. According to this definition, the main component of the contract is the legal transfer of ownership (*naql al-milkiyyah*), which implies that when the contract is completed, ownership is fully vested in the borrower, but the duty to return an equivalent object is still legally obligatory.²⁵

Muslim scholars generally concur that in order for a contract (*'aqd*) to be deemed genuine under Islamic law, it must satisfy a number of essential requirements known as the pillars of a contract (*arkān al-'aqd*). Nonetheless, there are disagreements among jurists about the specifics of these pillars. The statement of offer and acceptance (*ṣiġhat al-'aqd*) is the sole foundation of a contract, according to Ḥanafī scholars. They believe that the mutual consent of the contracting parties is the fundamental component of a contract, and that other components, such the parties or the contract's purpose, are just necessary prerequisites for its validity. This viewpoint is consistent with the Ḥanafī school's view that the will's intent and consent form the basis of any legal transaction.²⁶

On the other hand, most scholars (*jumhūr al-fuqahā'*), such as those from the Mālikī, Shāfi'ī, and Ḥanbalī schools, say that the pillars of a contract comprise the contracting parties, the goal of the contract, and the offer and acceptance. They contend that both a legitimate and determinable object and identified and capable participants are necessary for a contract to be deemed genuine. A contract wouldn't be complete without these and wouldn't have any legal validity. Therefore, in Islamic jurisprudence, these elements are considered essential to the contract's structure that establishes its legitimacy.

Additionally, some academics include an additional component called *muqtaḍā al-'aqd*, which refers to the contract's intrinsic legal ramifications or features. This component stands for the legal consequences of the agreement, such the formation of obligations, the assumption of liability, or the transfer of ownership. The functional aspect of a contract that sets one kind of transaction apart from another is highlighted by the inclusion of this element.

In general, the pillars of a contract that are most widely recognized by jurists consist of four key components:²⁷

1. Creditor; the lender or creditor, namely the party who provides a loan or possesses a claim over the loaned property. In a *qard* contract, the *muqridh* voluntarily lends his property to another party.
2. Debtor; the borrower or debtor, the party who receives the loan and is obligated to return an equivalent value to the lender. The *muqtaridh* bears full responsibility for the repayment according to the agreed terms.
3. The loan as the object of the contract; the object of the contract, referring to the property lent, which must be returned in kind. The object must meet certain

24 "ص222 - كتاب الشرح الكبير للشيخ الدردير وحاشية الدسوقي - فصل في القرض - المكتبة الشاملة" cited 23 Oktober 2025, <https://shamela.ws/book/21604/1305>.

25 Jaih Mubarak, dan Hasanudin, *Fikih Mu'amalah Maliyyah Akad tabarru'*, Pertama (Bandung: Simiosa Rekatama Media, 2017), 76.

26 "ص405 - كتاب مغني المحتاج إلى معرفة معاني ألفاظ المنهاج - فصل يشترط لصحة القراض - المكتبة الشاملة" diakses 23 Oktober 2025, <https://shamela.ws/book/11444/1443#p1>.

27 Abi 'Abd al-Mu'thi Muhammad Ibn 'Umar Ibn 'Ali Nawawi al-jawi, *Nihayat al-zain fi irsyad al-mubtadi'in* (semarang: Karya Thoha Putra. t.th, t.t.), 241.

conditions, such as having clear utility, being deliverable, and known to both parties.

4. The expression of offer and acceptance that manifests the mutual consent between the parties. This expression can be articulated verbally, in writing, or through conduct that customarily signifies agreement.²⁸

In the view of the Shafi'i school of thought, if a donation is given with the intention of a pure gift without any conditions of return, then the law is *mubah* (permissible) and rewarding because it includes charity and friendship.²⁹ However, if the donation is accompanied by the expectation that it will be returned when the giver holds a similar event, then the relationship is more like a debt contract (*qard*).³⁰ Imam al-Syirazi in *AlMuhadzdzab* explains that every form of debt must have a clear contract, accompanied by clarity of object, time, and without additional value.³¹ Therefore, if in the mulangin there is a nominal note and a moral obligation to "return", then this practice is a form of *qard* ghayr sharih (non-explicit debt).

The Shafi'i perspective, this form of debt remains valid as long as it does not contain additional elements (*ziyadah*) or social pressure that makes repayment a burden.³² However, if the repayment exceeds the initial amount due to social norms or prestige, it can be categorized as *riba khafiyyah* (hidden usury), which is prohibited in *muamalah fiqh*.³³ It is also said in the book *Nihayatuz Zain* that it is stated: "A debt contract is giving ownership rights to something with the condition of returning the same in return, namely with the exact same item for *mitsli* goods and the same form for *mutaqawwam* goods (calculated in value).³⁴ Imam Ghazali emphasized that additions in debt repayment, even though not explicitly required, but are social customs, must be avoided because they have the potential to tarnish the principle of sincerity.³⁵

In contrast, in the Maliki school, legal assessments of mulangin are more contextual. Imam Malik gave a significant place to '*urf* (custom) in establishing law, as long as the custom does not conflict with sharia principles.³⁶ In *Al-Mudawwanah*, Sahnun narrates Imam Malik's opinion that social traditions that bring benefits, such as giving donations to each other at celebrations, are considered valid customs and do not need to be considered as debt contracts.³⁷

The Maliki school also distinguishes between social customs ('*urf* 'ādī) and economic transactions ('*urf* tijari). If mulangin is done as an expression of mutual assistance and to strengthen social ties, it falls under the permissible '*urf* 'ādī.³⁸ However, if it develops into a commercial practice or involves an obligation to return an equal or

²⁸ Soritua Ahmad Ramdani Harahap, *Qardul Hasan Principles Theory And Implementation In Islamic Banking*, Jurnal Masharif al-Syariah: Jurnal Ekonomi dan Perbankan Syariah, Volume 4, No. 2, 2019 (140-148)

²⁹ Yahya ibn Syaraf an-Nawawi, *Rawdat al-Ṭālibīn wa 'Umdat al-Muḥtājīn*, 247.

³⁰ Abu Ishaq Asy-Syirazi, *Al-Muhadzdzab fi Fiqh al-Imam al-Syafi'i*, 312.

³¹ Ibid.

³² Abū Hāmid Muḥammad ibn Muḥammad al-Ghazālī, *Al-Wajīz fi Fiqh al-Imām al-Shāfi'ī* (Beirut: Dar al-Kutub al-'Ilmiyyah, 1997), 268.

³³ Ibid., 270.

³⁴ Muhammad Nawawi Al-Bantani, *Nihayatuz Zain* (Beirut: Dar al-Fikr, 1431), 240.

³⁵ Abū Hāmid Muḥammad ibn Muḥammad al-Ghazālī, *Al-Wajīz fi Fiqh al-Imām al-Shāfi'ī*, 270.

³⁶ Syihāb al-Dīn Aḥmad ibn Idrīs al-Qarāfi al-Mālikī, *Al-Furūq: Anwār al-Barūq fi Anwā' al-Furūq* (Beirut: Dar al-Kutub al-'Ilmiyyah, 1994), 288.

³⁷ Sahnūn ibn Sa'īd ibn Ḥabīb at-Tanūkhī al-Mālikī, *Al-Mudawwanah al-Kubra*, 412.

³⁸ Muhammad al-Ayubi, *Al-'Urf wa Atsaruhu fi Fiqh al-Mu'āmalāt 'Inda al-Mālikiyyah* (Kairo: Dar al-Salam, 2018), 115.

greater amount, it must be monitored to prevent it from falling into the category of usury.³⁹

In Imam al-Qarafi's view, good customs are actually instruments for upholding the *maqāṣid al-syarī'ah* (Islamic principles), as long as they bring benefit and prevent harm.⁴⁰ Therefore, traditions such as mulangin can be considered legally valid as long as they meet two criteria: the willingness of both parties and the absence of uncertainty (*gharar*) regarding the value or timing of repayment.⁴¹

From these two perspectives, it appears that the Shafi'i school emphasizes the formal aspects of contract law, while the Maliki school emphasizes social values and the benefits arising from '*urf*'. The Shafi'i approach tends to be cautious about preventing traditions from turning into illegitimate debt practices, while the Maliki approach allows for local culture as a contextual application of Islamic law.⁴²

Thus, in the context of the Betawi mulangin tradition, applicable transaction law can be deemed valid and permissible as long as it is carried out voluntarily and is not accompanied by elements of profit or social pressure. Both schools, despite differing methodologies, recognize the importance of maintaining social and moral values in every form of transaction.⁴³ The Mulangin tradition ultimately became an example of harmony between Islamic law and Betawi cultural customs which are rooted in the values of mutual cooperation, generosity, and social brotherhood.⁴⁴

Legal Implications of the Mulangin Tradition

The previous section outlined the Mulangin tradition of the Betawi people, a socio-economic practice based on a system of reciprocity and a culture of mutual cooperation. However, if we view it through the lens of Islamic law, specifically the Shafi'i and Maliki schools of law (*fiqh muamalah*), we see numerous legal consequences that require in-depth analysis. From a sharia perspective, the legal legitimacy of this seemingly straightforward tradition—a form of social solidarity—can be influenced by its potential ambiguity (*gharar*), obligations, and contractual elements.

Clarity in every transaction is often emphasized by the Shafi'i school. When a contribution is made with the expectation of a future return, it changes from a grant to a debt contract (*qard*) in the context of Mulangin. Imam an-Nawawi stated in his book *al-Majmu' Syarh al-Muhadzdzab* that for a loan contract to be valid, the parties involved must agree and the purpose and date of repayment must be clearly stipulated.⁴⁵ Contracts containing *gharar yasir* (moderate ambiguity) are acceptable, but not ideal, if they lack clarity and are based entirely on community tradition.⁴⁶

The Shafi'i school places great emphasis on the concepts of *al-bayān* (clarity), *al-ta'yīn* (determination of the object), and the rejection of *gharar* (object-specific uncertainty) that can lead to disputes. In *al-umm*, Imam al-Syafi'i emphasized that any

³⁹ Muhammad ibn 'Abd Allah Kharashi, "شرح على المختصر," British Library (Microfiche), (1736), 224, <http://manuscript.iium.edu.my/id/eprint/6196/>.

⁴⁰ Syihāb al-Dīn Aḥmad ibn Idrīs al-Qarāfī al-Mālikī, *Al-Furūq: Anwār al-Barūq fī Anwā' al-Furūq*, 289.

⁴¹ Ibid.

⁴² Mohammad Sobary, *Islam dan Kearifan Lokal: Dialektika Agama dan Budaya di Indonesia*, 217.

⁴³ Yusuf al-Qaradawi, *Fiqh al-Zakah* (Beirut: Muassasah al-Risalah, 1999), 403.

⁴⁴ Ibid., 404.

⁴⁵ An-Nawawi, *Al-Majmū' Syarh al-Muhadzdzab* (Beirut: Dar al-Fikr, t.t.), 216.

⁴⁶ Ibid., 218.

contract whose terms are unclear opens the door to disputes and should be avoided. In the context of Mulangin, the absence of a timeframe for payment and repayment that is not explicitly stated makes it fall into the category of *gharar yasir*, but remains valid because it does not cause major disputes. Al-Shirī's book *al-Muhadzdzab* also emphasizes that socially understood social agreements can reduce ambiguity, although not eliminate it completely.⁴⁷

On the other hand, Maliki legal theory considers the function of *'urf*, or communal custom, to provide legal relief. As narrated in *Al-Furuq*, Imam al-Qarafi argued that long-established practices in accordance with sharia can provide a solid legal basis.⁴⁸ As long as it does not contain elements of injustice or usury, the tradition of mulangin can be maintained by Betawi society as long as its members view it as a way to demonstrate solidarity through a socially agreed-upon mechanism of reciprocity. The legal consequences are a matter of interpretation and intention among those involved in the custom. Intention is a crucial factor in determining the validity of a sale or donation from an Islamic legal perspective. Giving without expecting anything in return, or *tabarru'*, applies when someone donates money in a mulangin for charitable purposes. On the other hand, a *qard* contract is formed when the intention is to return a small sum of money or something similar. Therefore, mulangin falls in a "legal gray area" between blessing and *qard*, depending on the social practice and the context of its purpose.

The majority of mulangin participants kept meticulous records of who gave and how much, based on field observations and conversations with Betawi community leaders. Future parties with similar themes can use these records as a "reminder" to record the details. The practice of mulangin is more related to *qard* transactions than simply charity, as it implies a societal expectation to repay an equal or greater amount. Does the added value in the return constitute *riba*? This raises ethical concerns in this case.

As long as it is voluntary and not dependent on prior agreement, the Shafi'i school holds that any additional value in a debt contract is not usury.⁴⁹ On the other hand, *riba khafi*, or hidden usury, may exist if this addition becomes a socially obligatory practice. In this case, mulangin may violate the principles of *muamalah* justice if the perpetrator is pressured to "return" by society rather than by his own free choice. Justice and social welfare are prioritized by the Maliki school, as seen from al-Khattab's perspective in *Mawāhib al-Jalīl*. According to him, if a practice such as mulangin brings significant social benefits, strengthens solidarity, and does not lead to injustice or exploitation, then the tradition can be accepted as authentic. Therefore, even though there is an element of "reciprocity" in the practice of mulangin, as long as it does not become a burden or cause harm, the customary law can still be considered permissible.

The Mulangin tradition is highly beneficial from a *maqāṣid al-syarī'ah* perspective. It helps communities without access to larger financial institutions at the microeconomic level while simultaneously building solidarity and social networks. However, challenges arise when this social function shifts into an economic burden due to social pressure to repay larger amounts. This shift in values signals a shift from brotherhood to a form of social competition that contradicts Islamic principles of justice.

⁴⁷ Al Syirazi, *Majmu' Syarah al Muhadzab*, (Jedah: Maktabah al Irsyad, 1998), 162

⁴⁸ Aḥmad ibn Idrīs Qarāfi, *Kitāb al-Furūq: anwār al-burūq fī anwā' al-furūq*, al-Ṭab'ah 1 (al-Qāhirah: Dār al-Salām, 2001).

⁴⁹ "a2c3_vaisal-amir-a-criticism-of-anuities-in-murabahah-transaction.pdf," diakses 16 oktober 2025, https://klibel.com/wp-content/uploads/2015/04/a2c3_vaisal-amir-a-criticism-of-anuities-in-murabahah-transaction.pdf. s

As a result, there are two broad categories that cover the legal consequences of mulangin. With clear assumptions, the parties are willing, and there are no additional criteria, this tradition can be considered valid as a *qard* contract according to the Shafi'i school of thought. Second, according to the Maliki school of thought, this tradition is valid because it is a pure socio-economic practice and does not conflict with Islamic law (*maqāṣid al-syarī'ah*) or the idea of justice. Thus, when Islamic principles are implemented, mulangin gains contextual, cultural, and legal validity. Because of this meaning, there is potential for Islamic law to be reconstructed in accordance with local culture. The socio-legal methodology in this study suggests that social behavior such as mulangin needs to be understood within the context of the social framework that gave rise to it so that it can be assessed solely through the lens of normative law. According to al-Qaraḥī, who argued that law can and should develop in response to societal customs as long as it does not conflict with the holy book of sharia, *'urf* mediates social reality and sharia standards.

Furthermore, this study paves the way for future research on urban Muslim populations and contextual studies of fiqh. Muslim traditions such as mulangin demonstrate how sharia norms are applied in everyday life through adaptive cultural processes. The role of *'urf* in strengthening the socio-economic well-being of communities can be better understood by conducting comparative studies across regions in Indonesia that share similar practices, such as *nyumbang manten* in Java or *mapalus* in Minahasa.

The digitization of the conventional economy is another area that needs further exploration. The digital form of mulangin can raise new questions in modern muamalah jurisprudence, as the practice of documenting contributions through social media or apps becomes more common. Therefore, the notion of *'urf* can be rethought in light of our dynamic contemporary culture. Thus, it can be argued that the mulangin tradition lies between Islamic law and social reality, and its legal consequences are complex. This tradition is not only a cultural practice but also demonstrates how Islamic law is expressed in a specific geographical context. By examining Shafi'i and Maliki jurisprudence, we can see that this tradition is valid as long as it does not contain unfair provisions, ambiguity, or elements of coercion. The findings of this study further highlight the need to combine normative and empirical methods when attempting to understand Islamic law in the context of contemporary culture.

3. CONCLUSION

The Mulangin tradition in Betawi society is not simply the custom of giving and receiving money at weddings, but also reflects the social and spiritual values inherent in the community. This tradition demonstrates how local culture maintains a balance between economic needs and the spirit of togetherness, mutual assistance, and social justice.

According to the Shafi'i school of thought, the practice of mulangin can be considered a form of debt (*qard*) if there is an expectation of repayment at a later date. Therefore, clarity of intention, mutual agreement, and the absence of additional value upon repayment are crucial to ensure this tradition adheres to Islamic law and avoids elements of usury. This school emphasizes caution to prevent social relationships from devolving into burdensome economic transactions.

Meanwhile, the Maliki school views mulangin as part of the *'urf* *sahih*, or good customs recognized in Islam as long as they do not conflict with sharia principles. As

long as they are carried out voluntarily, without coercion, and aimed at maintaining ties and promoting public welfare, this tradition is considered valid and constitutes an act of worship. This approach demonstrates that Islamic law is flexible and able to adapt to societal culture without losing its fundamental values.

Overall, the results of this study indicate that mulangin occupies a unique position at the intersection of law and culture. It is not simply a customary practice passed down through generations, but also a manifestation of the contextual and adaptive application of Islamic legal principles. In practice, this tradition demonstrates the ability of Islamic law to interact and adapt to social realities without losing its fundamental values: justice, consent, and public interest.

Thus, mulangin can be understood as a model of harmonization between sharia and local wisdom. It also reflects the actualization of the values of muamalah jurisprudence in the context of modern Betawi society, which is facing social change while still maintaining its Islamic cultural and moral identity. Studying traditions such as mulangin also reinforces the view that Islamic law possesses high flexibility and contextualization capabilities in responding to the socio-economic dynamics of contemporary Muslim society.

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