

## THE PRACTICE OF CONDITIONAL DEBTS AND RECEIVABLES IN THE PERSPECTIVE OF ISLAMIC LAW

Miftahur Rahman<sup>1</sup>, Ani Muktiroh<sup>2</sup>

<sup>1</sup> An-Nawawi Purworejo Islamic Religious Institute, Indonesia,

<sup>2</sup> Islamic Religious Extension KUA Gebang District, Indoensia,  
Email: miftah131@gmail.com

### ABSTRACT

*This study examines the practice of conditional debt agreements among fishermen in Pasir Village, Ayah District, Kebumen Regency, and analyzes it from the perspective of Islamic law. In this community, fishermen who require capital for fishing operations typically borrow funds from private lenders. However, the lending agreement includes a mandatory condition: fishermen must sell their entire catch to the lender at a price determined by the lender, which is significantly lower than the market price at the local fish auction. This practice creates a dependency cycle that economically disadvantages the fishermen. This research employs a qualitative field approach, using interviews, observation, and documentation, combined with a normative juridical analysis to assess compliance with principles of Islamic jurisprudence (fiqh muamalah). Data were analyzed deductively by comparing empirical facts with Islamic legal sources and scholarly views. The findings reveal that although the practice begins as a financial assistance mechanism, it gradually transforms into an exploitative economic transaction driven by profit-seeking motives from the lender. Such conditional benefit requirements violate the core principle of qardh, which is intended as a benevolent contract (tabarru'), and fall under the category of riba prohibited in Islamic law. Therefore, the conditional debt practice observed in Pasir Village is deemed invalid according to Islamic jurisprudence.*

**Keywords:** Debt, Fishermen, Islamic law.

**JEL Classification :** Z12, K12, O17

## 1. INTRODUCTION

Debts and receivables are the giving of property to another person without expecting the reward to be returned in the same replacement and can be billed or demanded back at any time the debtor wants (Afandi, 2009). Debts and receivables in Islamic legal terms are known as *Qardh*. Debts and receivables or *Qardh* is a form of muamalah that has the pattern of *ta'āwun* (help) to other parties to meet their needs. The sources of Islamic teachings (al-Qur'an and al-Hadith) strongly call for the principle of mutual cooperation, please help even Allah explains in His words Q. S. Al-Maidah (5): 2:

وَتَعَاوُنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ ۖ وَلَا تَعَاوُنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ

Meaning: *"And help you in virtue and piety, and do not help each other in committing sins and transgressions"* (Al-Qur'an, 2022).

The purpose of allowed debts and receivables is to make it easier for humans to meet their living needs, because some humans have enough and some lack them. People who are in need can take advantage of debt from a sufficient party or a person who can afford to give a loan (Syarifuddin, 2014). The debt must be paid in the same amount and value as received from the owner, it must not be excessive because the overpayment makes this transaction a prohibited usury.

قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ كُلُّ قَرْضٍ جَرَّ مَنَفَعَةً فَهُوَ وَجُوهٌ مِنْ وَجُوهِ  
الرِّبَا

Meaning: *"Every debt that generates profit is a form of riba"* (Al-Qur'an, 2022).

What is meant by the advantage or excess of payment in the above hadith is the excess or additional that is required at the beginning of the debt and

receivables contract, this is prohibited (Al-Baihaqi, 1994). So if the excess is not required at the beginning of the contract or the overpayment is outside the agreement and given by the debtor, then it is allowed, because it is good for the debtor.

As the Prophet Muhammad PBUH once did:

عَنْ جَابِرِ بْنِ عَبْدِ اللَّهِ رَضِيَ اللَّهُ عَنْهُ قَالَ: أَتَيْتُ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَقَالَ:  
صَلِّ رَكَعَتَيْنِ وَكَانَ لِي عَلَيْهِ دَيْنٌ فَقَضَانِي وَزَادَنِي

Meaning: *"From Jabir bin Abdillah RA. He said: I came to the Prophet PBUH while he was praying two roka'at and he then said "pray two roka'at". He owed me and then he paid his debt to me and surpassed it for me" (H.R Bukhari).*

The explanation of the above hadith emphasizes that the provision of excess in debt on the one hand is allowed as long as it is not a promise or condition in the debt contract, for that it is not allowed if it is a condition stipulated in the debt and receivables. The provision of excess debt payments made by the Prophet Muhammad PBUH can be categorized as a sign of gratitude and given without any coercion or provision due to debt. The practice of excess as a condition in debt is not only in the form of material in the form of a nominal excess of money, but can also be in the form of the emergence of other muamalah contracts as part of the terms of debts and receivables such as buying and selling, renting and others (Syarifuddin, 2014).

The phenomenon of providing debt with conditions for the creditor and the emergence of other muamalah contracts as a condition for debt occurred in Pasir Village, Ayah District, Kebumen Regency. Some of the people of Pasir are fishermen, in meeting their needs they rely on the results of

sailing, sometimes they need capital to sail, such as buying boats, buying sailing equipment such as nets, engines, gasoline or diesel fuel to sail, for that they borrow money from people who have capital in the village.

Based on an interview with Syafingi's brother, a resident of Pasir Village, Kebumen Regency, at first the person who was going to make a loan (*creditor/muqtaridh*) came to the lender (debtor / *muqridh*) to borrow money with a certain amount. The creditor provides the loan to the debtor according to the agreement. However, in the practice of Debts and Receivables, the creditor gives a condition to the debtor to always sell his catch fish to him until the creditor is able to return the borrowed capital. The determination of the amount of the price is determined by the debtor. The price of selling fish to the debtor is cheaper than the selling price at a fish auction. The difference is Rp. 5,000.00 or even Rp. 10,000.00 per kilo. This is clearly detrimental to fishermen.

## 2. LITERATURE RIVIEW

### a. The Concept of Debt and Credit in Islamic Law

In Islamic law, the practice of debt and credit is known as *qardh*, which refers to the transfer of wealth from one party to another on the condition that it will be returned in the same form and amount (Baroudi & Behmardi, 2016). The fundamental principle of debt in Islam is mutual assistance (*ta'awun*), and it is not intended for commercial gain. Therefore, any addition or increase (*riba*) in repayment is strictly prohibited (Qur'an, Surah Al-Baqarah: 275–280) (Al-Qur'an, 2022).

### b. Conditional Debts and Receivables

Conditional debts involve agreements in which the repayment is tied to specific conditions or future events. According to Al-Dawoody (2015), the

inclusion of conditions in contracts is permissible as long as they do not violate justice and do not involve *gharar* (uncertainty) (Al-Dawoody, 2015). However, in practice, these types of transactions often raise concerns, as they can lead to ambiguity in rights and obligations between the parties involved.

c. Scholarly Views on Conditions in Qardh Contracts

Islamic scholars differ in their opinions regarding the permissibility of adding conditions to *qardh* contracts. The Hanafi and Maliki schools generally allow such conditions as long as they do not result in financial gain for the lender. In contrast, the Shafi'i and Hanbali schools are more conservative, only allowing conditions that are administrative in nature and do not affect the core of the contract (Johansen, 2023). These differing perspectives are crucial in assessing local practices, such as those found in Pasir Village.

d. Debt Practices in Rural Communities

Previous studies, such as those by Nurzannah et al, (2023), indicate that debt and credit practices in Indonesian rural communities are often informal, undocumented, and based on interpersonal trust. Conditional repayments, such as paying back after harvest or after earning income, are common. Although socially acceptable, these practices need to be examined from the perspective of *fiqh al-mu'amalat* to determine their compliance with Islamic legal principles (Nurzannah et al., 2023).

e. The Importance of Contextual Analysis

Contextual analysis of conditional debt practices at the local level is essential to avoid legal generalizations that overlook local customs and traditions. A case study such as that in Pasir Village offers empirical insight into how communities apply Islamic principles in their economic

dealings and to what extent they understand and adhere to the stipulations of Islamic jurisprudence.

### **3. METHODOLOGY**

This study uses a qualitative approach with field research aimed at understanding in-depth the practice of conditional debt between fishermen and financiers in Pasir Village, Ayah District, Kebumen. A qualitative approach was chosen because this study seeks to comprehensively explore social phenomena, economic relationship patterns, and religious perspectives of the fishing community through direct interaction with the research subjects. As Creswell & Poth (2018) states, a qualitative approach allows researchers to understand social meaning through the subjects' lived experiences in a natural context (Creswell & Poth, 2018).

Data collection was conducted through direct field observations to observe the debt-credit transaction practices that occur in the daily lives of fishermen. In-depth interviews were also conducted with fishermen as loan recipients (*muqtaridh*) and capital providers (*muqridh*), using semi-structured interview techniques to obtain in-depth yet focused information (Kvale & Brinkmann, 2009). Secondary data were obtained from classical and contemporary literature on Islamic jurisprudence (*fiqh muamalah*), including the works of al-Zuhaili (2010), al-Qaradawi (2010), and DSN-MUI fatwa documents regarding *qardh* and usury contracts, which were used to assess the conformity of field practices with Islamic law.

Data analysis was conducted following the qualitative analysis model of Miles, Huberman, and Saldaña (2016), which includes data reduction, data presentation, and conclusion drawing. The analysis was conducted deductively and inductively: starting with Islamic legal theories and

provisions regarding qardh, usury, and tabarru' contracts, then drawing on the empirical phenomenon of fishermen's debt practices to assess their suitability or deviation. Furthermore, the methodology of Islamic jurisprudence (fiqh muamalah) was used to identify elements of usury, gharar, and dharar in the contracts practiced by these coastal communities (Miles, Huberman, 2016).

To ensure data validity, this study applied source triangulation techniques by comparing data from interviews, observations, and literature studies. In addition, member checking by confirming the interpretation results with key informants to ensure the accuracy of the research data. Efforts to maintain research credibility follow the principles put forward by Lincoln and Guba (1985) regarding naturalistic inquiry, which emphasize the importance of trustworthiness, authenticity, and depth of data in qualitative field research (Lincoln & Guba, 1985).

With this approach, the research is expected to be able to provide a comprehensive picture of the practice of conditional debt in fishing communities and assess its sharia basis based on Islamic legal sources and interpretations of scholars.

#### **4. RESULTS AND ANALYSIS**

To know the exact legal clarity about the practice of conditional debts and receivables that occur in Pasir Village, Ayah District, Kebumen Regency, it is necessary to know whether the process during the debt and receivables transaction is in accordance with the provisions of Islamic law. Therefore, there needs to be an in-depth analysis in order to produce correct and well-accepted conclusions.

In the practice of debts and receivables that occur in Pasir Village, Ayah

District, Kebumen Regency, the existence of fishermen as *muqtaridh* or people in debt and baskets as *muqridh* or people who are owed. Both parties involved in the process of debts and receivables have been conditionally fulfilled, where both parties are their own will, are capable of acting legally on their own, *puberty* and reason are also healthy. Because if people who are not law-abiding are both parties, then their actions cannot be held accountable like a person who sleeps until he wakes up, small children until they are adults and crazy people until they are reasonable.

As the Prophet Muhammad PBUH said:

حَدَّثَنَا مُوسَى بْنُ إِسْمَاعِيلَ حَدَّثَنَا وَهَيْبٌ عَنْ خَالِدٍ عَنْ أَبِي الصُّحَيْ عَنْ عَلِيٍّ  
عَنِ النَّبِيِّ عَلَيْهِ الصَّلَاةُ وَالسَّلَامُ قَالَ: رُفِعَ الْقَلَمُ عَنْ ثَلَاثَةٍ: عَنِ النَّائِمِ حَتَّى  
تَسْتَيْقِظَ، وَعَنِ الصَّبِيِّ حَتَّى يَحْتَلِمَ، وَعَنِ الْجُنُونِ حَتَّى يَعْقِلَ. رواه ابو داود

Meaning: *"The decree of the law is taken away from three persons: from the sleeping until he wakes up, from the little child until he grows up and from the insane until he is healed"* (Al-Qur'an, 2022).

Judging from this, the practice of pitang debt that occurs in Pasir Village, Ayah District, Kebumen Regency in terms of '*Āqidain* there is no problem, so it is allowed.

The practice of debts and receivables that occurs in Pasir Village, Ayah District, Kebumen Regency, At the time of the occurrence of debts and receivables, objects in the form of money or capital in the form of fishing equipment in the form of boats, nets and others. In practice, the money or capital that is the object of the debt and receivables already exists and is known by both parties, both the type and the amount. Money and capital in the form of fishing equipment such as boats, nets and others are also sacred goods and are not included in objects that are prohibited by sharia'



and can even provide benefits for the debtor party, and the benefits of money are very large for the fisherman, namely being able to buy fishermen's equipment such as boats, machine nets and others, can also be used to meet the needs of the debtor party. The money owed by the basket is also personal property, not the property of someone else even though the money obtained from the basket is money borrowed from the bank. The fulfillment of the conditions for goods that are the object of debts and receivables (*Ma'qūd 'alaihi*) can be said to be valid. Considering that the aspect of goods that are debts and receivables must meet the requirements to be in accordance with the provisions of Islamic law dikarenakan ; is an object that must exist when the contract is made, must be in accordance with the provisions of sharia', can be handed over when the contract is made to the debtor, and the object must be known by the party who makes the contract (Syafei, 2017), Judging from the aspect of the object of debts and receivables that occur in Pasir Village, Ayah District, Kebumen Regency has met the requirements, then it is allowed.

The practice *of ijāb qabūl* in the sighat of conditional debt and receivables contract in Pasir Village, Ayah District, Kebumen Regency is carried out orally, where the fisherman conveys his intention to borrow capital and the basket also lends the debt the amount that the fisherman wants.

This practice does not contradict the provisions of sharia because in Islam the implementation *of sighat akad* can be carried out in various ways, namely orally, in writing, gestures or in deeds that have become customary. However, Islam teaches to record every transaction that is carried out in cash, even though the record is not for a debt and receivables agreement between the two parties, but the record can be used as evidence and even the presence of witnesses is needed to corroborate and complete

the instructions to write debts and receivables, so that there are no problems in the future. As Allah SWT Q.S. Al-Baqarah (2) says: 282:

وَلَا تَسَامُوا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشَّهَادَةِ  
وَأَذْنَىٰ إِلَّا تَرْتَابُوا

*Meaning: "And do not be weary of writing down debts, both small and large, until the deadline for paying them, which is more just with Allah and strengthens the testimony and is closer to not causing you doubts" (Al-Qur'an, 2022).*

As for the debt and receivables agreement between fishermen and baskets in Pasir Village, Kec. Ayah, Kebumen Regency which is only based on trust and there are no corroborating witnesses. This is justified according to Islam. Regarding *ijāb qabūl*, if between the fisherman as the borrower of capital and the basket as the lender, as long as there is an agreement between the two parties, then the contract has been fulfilled and valid. The ordinance of *ijāb qabūl* can be done in any way as long as it can give meaning or meaning between the two. Regarding the time limit of *ijāb qabūl* in the event that the return between the fisherman and the basket is not determined, Islam does not prohibit if there is no limit on the repayment of debts and receivables, because it is able to provide space for a person who is not able to pay his loan. As Allah Q. S Al-Baqarah (2) says: 280:

وَإِنْ كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ وَأَنْ تَصَدَّقُوا خَيْرٌ لَّكُمْ إِنْ كُنْتُمْ تَعْلَمُونَ

*Meaning: "And if the debtor is in difficulty, then give him strength until he is free and give away some or all of the debt, it is better for you if*

*you know*” (Al-Qur’an, 2022).

Capital debts and receivables in Pasir Village are not only intended to help fishermen who lack capital, but there is also an element of profit-seeking from the contract, where in the contract the debt and receivables are dependent on other contract conditions, namely the terms of sale and purchase. Fishermen are required by the basket to sell the fishermen's catch to the basket. This clearly benefits the seller. Without looking at the losses experienced by fishermen. In fact, the *qardh* contract is intended solely to help humans, ease their burdens and ease their difficulties, not to make it easier to find and develop wealth. The basket as a lender should also not require overpayment because there is usury, in accordance with the rules of Fiqh:

كُلُّ قَرْضٍ جَرَّ نَفْعًا فَهُوَ رِبَاٌ

*Meaning: Every receivable that brings benefits is riba* (Sabiq, 2015).

Therefore, the practice of debts and receivables by requiring at the beginning of the excess, benefit or profit for one party is not allowed according to Islam. Imam Hanafi is of the opinion that it is forbidden to give a debt to another person on the condition that he asks for something else in the form of an addition or benefit or the emergence of another contract in exchange for the giving of the debt. It is another case when the excess is given by the debtor voluntarily without prior conditions, then this is not prohibited.

The fulfillment of the principles and conditions is not a guarantee of the validity of an act in Islam, including in debts and receivables. Islam strictly prohibits its people from carrying out muamalah practices that contain elements of lawlessness. Even though a practice of muamalah has fulfilled

its conditions and harmony, if there is an element of lawlessness in the practice. That will make the practice illegal. This provision has been explained in the Word of Allah SWT Q.S. An-Nisa (4): 29:

لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ

*Meaning: "Thou shalt not consume thy neighbor's property in the way of bahiel, except in the way of business which is done in the same way among you" (Al-Qur'an, 2022).*

The above word of Allah emphasizes that the practice of muamalah which contains the element of bathil is the same as the act that is prohibited by Islam according to sharia', which is haram. That is, even though it looks legally and conditionally, the existence of an element of bathil in the practice of muamalah will make the practice haram and the validity that has been fulfilled in harmony and the condition does not have the value of legality according to sharia' in the practice of muamalah.

The avoidance of illiteracy in debts and receivables is carried out by Islam by adding provisions regarding prohibitions that must be observed by Muslims when committing debts and receivables. The prohibitions that can damage the practice of debts and receivables in Islam are as follows:

- a) Certain interest agreements as a balance of time, b) Giving loans in any form to a person who has been known that the agreement is for immorality, c) Prohibition for people who are not in an emergency, where he has nothing to expect in return for the debt, d) Not to add conditions to provide additions either in the form of material or services.

The practice of debt and receivables carried out by fishermen in Pasir Village, Kebām District, Kebumen Regency based on the above provisions contains elements of additional provision in the form of materials or

services. Additional provision in the form of material is contained in the practice of debts and receivables with additional profits for baskets, where the basket sets a lower price than in TPI. Meanwhile, the provision of additional services in the form of services is contained in the practice of debts and receivables which requires return of favor through the sale of fish products by fishermen to baskets. The provision of additional material and the addition of remuneration through the sale and purchase contract as a condition in the debts and receivables carried out between the basket and the fisherman are categorized as *riba nasi'ah*. The practice of debts and receivables as happened in Pasir Village, Kec. Ayah Regency, Kebumen Regency is not allowed in Islam as explained in a hadith:

قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ كُلُّ قَرْضٍ جَرَّ مَنَفَعَةً فَهُوَ وَجُوهٌ مِنْ وَجُوهِ

الرِّبَا

*Meaning: "Every debt that generates profit is a form of riba" (Al-Baihaqi, 1994).*

The above explanation shows that the practice of debts and receivables that occurs in Pasir Village, Kec. Ayah Regency, Kebumen Regency contains elements of poverty for fishermen, although indeed fishermen benefit from the additional capital from the basket, but when the conditions for selling fish for each catch are enforced, the fishermen will be greatly disadvantaged also with the price benchmark from the basket, automatically the basket will always reduce the profit from the proper price. This is not permissible as qaidah fiqh:

تَعَاطَى الْعُقُودِ الْفَاسِدَةِ حَرَامٌ

*Meaning: "Abuse of a damaged contract (akad) is haram" (Al-Baihaqi, 1994).*

If we pay attention to the results of the interviews presented by fishermen, there are many losses compared to their benefits, while if we prioritize *the mafsadah* over *the maslahah* it is not allowed. As follows:

دَرْءُ الْمَفَاسِدِ أَوْلَى مِنْ جَلْبِ الْمَصَالِحِ فَإِذَا تَعَارَضَ مَفْسَدَةٌ وَمَسْلَحَةٌ قَدَّمَ دَفْعُ  
الْمُفْسَدَةِ غَالِبًا

*Meaning: "Rejecting damage takes precedence over withdrawing maslahah, and if there is a conflict between mafsadah and maslahah, then the first thing is to reject mafsadah" (As-Suyuti, 1997).*

The explanation of the above rule is that it is preferable to reject *maslahah* rather than *the mafsadah*, because one of the rules of Islamic law is that damage must be rejected first than benefit, while fishermen's *maflaratan* is the loss of freedom for fishermen in determining the selling price of fish produced by fishermen and there are conditions that require fishermen to sell every catch of fish to the basket. Although it is based on helping in creating the benefits of fishermen in providing capital for shipping purposes. *Madlaratan* that can damage the practice of *muamalah* is not acceptable in Islamic law.

## 5. CONCLUSION, LIMITATION AND RECOMMENDATION

This research reveals that the practice of conditional loans and receivables in Pasir Village, Ayah District, Kebumen, initially emerged as a form of capital assistance for fishermen in need of funds for fishing. However, in

practice, the agreement was accompanied by a mandatory requirement for fishermen to sell their entire catch to the financier at below-market prices. This requirement significantly created economic dependency, eliminated fishermen's freedom to determine prices and markets, and generated one-sided profits for the financier.

Based on the principles of *fiqh muamalah* and the provisions of the *qardh* contract in Islamic law, this practice cannot be justified. *Qardh* is a *tabarru'* contract intended to help each other, not to seek profit. The provision that requires benefits or additions for the lender is a form of usury that is strictly prohibited in the Quran, Sunnah, and the opinions of scholars. Although these conditions are wrapped in social relations that are considered common in the fishing community, such practices are still contrary to the *maqāṣid al-sharī'ah* which upholds justice and rejects exploitation.

Thus, the practice of conditional loans and credits in Pasir Village is categorized as an illegitimate transaction under Islamic law, as it contains elements of usury, injustice, and the potential for economic exploitation of the financially weaker. Going forward, education on sharia transactions for the community is needed, as well as fairer and sharia-compliant alternative financing models to support the welfare of fishermen.

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