

Implementation of Debt and Credit Transactions On MSMEs In Banjarmasin City

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ABSTRACT

This writing is conducted as an effort to examine the practice of implementing debt and credit contracts or al-qardh in the daily lives of the people of Banjarmasin City, especially from the perspective of MSME actors. This paper uses qualitative methods in the form of interviews and literature, namely by collecting primary data through personal communication between researchers and business actors, as well as secondary data from relevant sources as writing material which is then analysed and interpreted and linked so that it becomes a unified thought. In this paper, it is found that the people of Banjarmasin City, in terms of MSME actors, have implemented a debt and credit system in accordance with Islamic principles, which prioritises the principle of helping and does not involve usury in the implementation of their business. In addition, there is a good relationship between sellers and distributors and consumers. From there, this contract not only provides a lesson in empathy but also bonds a sense of brotherhood between one element of society and another.

Keywords - Debt, MSMEs, Sharia Principles

INTRODUCTION

Debt transactions are something that is often found in everyday life, whether in urban or rural areas.(Wulandari & Mubarak, 2021) Debt is a transaction that is carried out based on the main principle of the principle of helping. In Islam, debt is also called Al-Qardh, which Abdul Wahab Khalaf in Khoerudin & Siregar (2019) explains that debt is included in civil law (Al-Ahkam Al-Madaniyah) in the details of muamalah fiqh. Civil law in this case regulates the relationship between individuals and individuals and the forms of their relationships so that harmony can be created in life in society.

Debt itself according to the Shafi'iyah group is something given to another person (which at some point must be returned).(Mubarak et al., 2023) Meanwhile, Wahbah az-Zuhaili interprets *Al-Qardh* as a property that has an equality that is given to be requested again, or simply this transaction is in the form of handing over a certain amount of property and then will be returned with the same amount (Hasan, 2018). Based on this, it can be interpreted that debts are not allowed to withdraw 'excess' from the amount that has been determined at the beginning. In other words, usury is not allowed in it.(Syauqi & Rahmah, 2021) Therefore, *al-qardh* is also included in *tabarru'* contracts or voluntary contracts that do not expect rewards in it.(Yusuf et al., 2023)

The implementation of debts in Islam has been regulated in the verse QS. Al-Baqarah: 280 as follows.

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

Meaning: *And if (the debtor) is in difficulty, then give him a respite until he is able. And giving in charity (some or all of the debt) is better for you, if you know.*

Debt itself actually has the purpose of bonding brotherhood by increasing empathy for those who are in need of help.(Rasyid et al., 2023) However, the existence of debts does not rule out the possibility of disputes between people (Rofi'ah & Fadila, 2021). This often occurs due to a lack of honesty and understanding of the rights and obligations between each other as debtors and creditors.(Hamid et al., 2023)

Debt transactions themselves have been rampant in Indonesia from ancient times even until now.(Yuliani et al., 2023) Various models and developments in debt and credit transactions make this transaction grow along with the progress of the times.(Wajdi et al., 2023) In modern times like today, although traditional debt and credit transactions have begun to be abandoned due to the presence of online lending platforms, it seems that there are still many who apply the debt and credit system in the traditional or face-to-face manner.(Wajdi et al.,

2023) The only difference between these transactions is the physical presence of both parties in the same place and the payment system used. But the rest of the online debt and credit transactions are not much different from traditional debt and credit transactions (Yuliani et al., 2023).

Face-to-face debt transactions in the current era are usually carried out by the lower middle class and in low nominal amounts. The main motive is often due to the need to fulfil basic daily consumption.(Kusumadewi et al., 2022) Not only that, there are still many other factors that cause a person to be pressured into debt. Unfortunately, there are still many irresponsible parties who take advantage of this situation and oppress them by taking advantage of the debt given.(Hidayatullah et al., 2024) The emergence of this problem then becomes a reflection, whether the transactions applied today are in accordance with what should be or are they still something ambiguous and do not meet the bright spot? This will be studied further, especially in its application in everyday life.(Muhaimin et al., 2023)

In line with this, research conducted by Aziz & Ramdanyah (2016) entitled The Essence of Debt in the Concept of Islamic Economics explains that the existence of debt in human life is a form of convenience given by the Almighty so that as fellow living beings can help each other in goodness. Helping people in difficulty to achieve His pleasure and getting help to release from misery.(Makiah et al., 2022) However, if the practice of debt is carried out not in accordance with the Sharia, the impact will be even more dangerous. Therefore, in carrying out debt and credit transactions, both parties to the agreement must have a sense of responsibility and fully understand the essence of this practice.(Makiah, 2021)

RESEARCH METHODS

This research uses a qualitative method. Qualitative research is an effort made to find and describe narratively a phenomenon that is carried out so that it can determine the impact of these activities. Primary data and information in this research were obtained from the interview process with informants who are MSME actors in Banjarmasin City. In addition, this research uses several other sources, namely secondary data in the form of scientific articles, books, and other information media.(Faridah et al., 2023) This research uses qualitative descriptive analysis techniques, namely describing sentences obtained from interview subjects or informants so that they can produce organised patterns in the data found (Anggito & Setiawan, 2018).

RESULTS AND DISCUSSION

Akad according to Ahmad Azhar Basyir in (Rahman, 2021) explains that a contract is something that must be clear and justified by *shara'* so that the contract must be a commitment between the two parties to the transaction so that there is a transfer of ownership between one another. (Huda et al., 2023) The purpose of the contract must be determined from the beginning and cannot change so that the contract is bound by law. This goal must not conflict with *shara'* and must be fulfilled with the pillars and conditions so that it can be said to be valid in the transaction. (Miles et al., 2014)

Al-Qardh or debt and credit is a contract that is carried out by two people, namely between the owner of the property and the borrower of the property who is obliged to return the property that has been spent equal to what he has taken. (Amalia, 2010) Where the utilisation of the property is returned in the same nominal amount without adding or subtracting so as not to cause harm to either party (Yusuf et al., 2023). The concept promoted by this contract is based on *ta'awun* or mutual assistance so that the two parties can benefit each other. The implementation of debt and credit contracts has existed for thousands of years, proving that debt and credit transactions are one of the things that have been instilled since long ago. Anas Radhiyallahu'anhu said, the Prophet said:

I saw on the night I wasra'kan on the door of Paradise it was written "charity is rewarded with ten of its like and debt is rewarded with eighteen times, then I asked, O Jibril why is debt better than charity? Jibril said, "Because the one who asks asks while he still has, while the one who owes, he does not owe except out of necessity. (Ibn Majah).

There are several things that must be fulfilled in debt transactions or called the pillars of *al-qardh*, namely:

1. *Aqid* (parties in debt)

Aqid is the party to the transaction, consisting of *muqridh* (the person who gives debt) and *muqtaridh* (the person who owes). Both parties must be adults or at least

able to distinguish between good and bad, be of sound mind, and have mutual consent. As this is explained in QS. An-Nisa [4]: 5 as follows.

وَلَا تُؤْتُوا السُّفَهَاءَ أَمْوَالَكُمُ الَّتِي جَعَلَ اللَّهُ لَكُمْ قِيَامًا وَارْزُقُوهُمْ فِيهَا وَاكْسُوهُمْ وَقُولُوا لَهُمْ قَوْلًا مَعْرُوفًا

Meaning: *And do not hand over to those who are not yet of sound mind the property which Allah has given you as a means of subsistence. Give them food and clothing (from the produce of that wealth) and speak to them good words.*

2. *Maq'ud ilaih, the thing owed.*

Goods that are loaned have conditions that must be met, namely having a clear value, can be owned, can be given to the debtor and there has been a period or time of the agreement made. So, if the item to be loaned does not have economic value and a clear size then the item is not allowed to be loaned to others. (Anshary et al., 2023)

3. *Shigat, the format of the agreement between the two parties.*

Shighat takes the form of *Ijab* and *Qabul*, which must be spoken by both parties as a form of agreement between the two parties. *Ijab* and *qabul* are stipulations that are in accordance with *Shara'*. The new agreement or transaction is said to be official if both parties have agreed and have done *shighat*. The property owned by the owner of the property becomes his responsibility as long as the transfer has not been pronounced to the debtor. Meanwhile, if the goods have been transferred to the debtor, then the goods are the responsibility of the debtor until the return of the goods in accordance with the agreed time (Subhan et al., 2023).

To ensure security and comfort between the two parties, debt and credit transactions are usually carried out accompanied by a recording system. Recording is done to avoid mistakes and forgetfulness between the two parties, both related to the nominal debt and the deadline given. In addition, the recording of debts can also facilitate the prosecution process if one day there is a discrepancy between the agreement and the action taken (Hidayati et al., 2022). Therefore, in the process of

debt and credit, especially in large amounts, a witness is needed as a third party in this transaction.

Not only the pillars must be fulfilled, there are several ethics or adab that must be carried out by both parties, namely:

1. There is an agreement between the two parties, preferably accompanied by a written agreement and witnesses;
2. The debtor is aware of the debt and has the responsibility to repay the debt immediately;
3. It is better to go into debt to someone who is pious and whose income is halal;
4. Go into debt only when it is urgent and very important;
5. If you are unable to pay within the stipulated time, you should inform the lender;
6. The debtor makes the best use of the property given;
7. The debtor may defer the payment of the debt if the debtor is still in a difficult situation to pay the debt.

When viewed from everyday life, debt transactions that are desired by Islam have been applied by the community, including in Banjarmasin City. In line with this, one of the MSME players in the Banjarmasin area who sells various kinds of basic necessities said that the system he uses in running his business uses two capitals, namely personal capital and a distributor entrustment system (Rahman, 2021). In his business, he also accepts debts and credits to consumers who have limitations and are in a state of urgency. Debt and credit in the shop adheres to the sharia system as the choice of the business actor, which contains the value of *ta'awun* (helping). Because in the debt and credit system that he runs does not use an interest and penalty system, the nominal paid is in accordance with the goods owed to consumers. The items that are usually loaned are basic food items such as rice, sugar, noodles, and others.

In contrast, one of the owners of a mobile phone accessories shop (counter) in Banjarmasin sells a variety of accessories, starter packs and credit vouchers. In running this business, he also uses his own capital and some are owed to distributors. The debt and credit system that he runs is by way of distributors giving goods to him and then he sells the goods. If the goods owed to the business owner are sold out or not, the amount of goods that have been given must be paid. Thus, the ownership of the goods is already fully owned by the business actor, it's just that the payment is made at the end of the deferred period. If the shop experiences delays in payment, there will be no fines or additions, even if there are damaged

goods, the goods can be returned. However, this shop does not accept debts to consumers, considering that the majority of the products offered are not entrusted goods but goods with personal capital (Juhaidi et al., 2023).

The system adopted by the two stores has clearly eliminated usury in the implementation of its transactions. Usury according to the Shafi'i school of thought is a transaction with a certain reward that is not known to be similar in quantity or size when the transaction is carried out or by delaying the delivery period of the two goods exchanged (Hasan, 2018). In this case, the first shop has eliminated the element of usury in implementing debt and credit, the seller prioritises empathy as a social being so as not to collect additional debt payments made by consumers. Meanwhile, the second shop also does not carry out usury or additional transactions in its business and this shop is a party that is helped by distributors in terms of business capital it runs (Makiah et al., 2022).

CONCLUSIONS

Based on the explanation above, it can be concluded that debt and credit transactions are transactions intended for humans to help each other in difficulties that are being faced as fellow social creatures. Therefore, in debt and credit transactions, usury is not allowed, which can burden or harm one of the parties. So, the debt and credit contract must be carried out clearly and in accordance with the provisions of Shara'. Meanwhile, in its implementation in the daily lives of the people of Banjarmasin City through the research that has been carried out, it can be concluded that the community has understood and applied Islamic principles in debt transactions carried out when running their businesses. There is no element of usury in it and both parties are equally helpful for the smooth running of the business.

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