

Uncovering the Motivations Behind the Use of the *Taqsih* Accord at Arrahmah Sharia Consumer Cooperative in South Kalimantan

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Abstract

This article aims to explore the issues behind Arrahmah Islamic Consumer Cooperative using *taqsih* or credit contracts in its financing products. Then whether the use of this type of contract is related to the construction of the identity of the Arrahmah Islamic Consumer Cooperative. This article is a qualitative field research. The researcher, in this case, directly extracted data in the field related to the efforts made by the Arrahmah Islamic Consumer Cooperative in maintaining and maintaining their cooperative to be free from usury practices. The research findings state that the background of the Arrahmah Islamic Consumer Cooperative using the *taqsih* contract, after previously naming it the *murabahah* contract in financing is due to the encouragement of knowledge of *fiqh mumalah* delivered by Salafi *asatidz*. This knowledge is based on the importance of maintaining the *shari'a* of their institution's operations in order to remain "*more shari'a, insha Allah, than other sharia or conventional cooperatives or financing institutions in general.*" This knowledge can then be considered as a source of community identity that distinguishes them from other cooperatives or financial *institutions*.

Keywords - contract, co-operative, identity, usury

INTRODUCTION

In general, the most dominant fund distribution product used in Islamic financial institutions is murabahah products. The Islamic banking statistics report submitted by OJK as of January 2023 states that total murabaha financing reached IDR 232,343 billion, greater than mudharabah and musyarakah financing. (*Statistik Perbankan Syariah - Januari 2023*, t.t., hlm. 9) This is because, among other things, murabaha contracts have a level of risk that tends to be lower than other financing products. In addition, the instalments that must be paid by customers are fixed and stable over time. (Melina & Zulfa, 2020) In this section, it is not strange if then many assumptions arise stating that Islamic banks are the same as conventional banks. (Azhari, 2021)

Later developments found a sharia financial institution called Arrahmah Sharia Consumer Cooperative which has its head office in the Banjarmasin area of South Kalimantan. In its journey, this cooperative already has four branches spread across several districts in South Kalimantan. During the 11th RAT (Annual Members Meeting) on 18 March 2023, it was stated that the number of cooperative members had reached 2481 people, with member deposits of IDR 1.6 billion and voluntary deposits of almost IDR 4.3 billion. (Hidayatullah dkk., 2024) This sharia cooperative also managed to obtain a Healthy predicate from the Ministry of Cooperatives Small and Medium Enterprises of South Kalimantan Province in 2017 until now. There is something interesting about this institution, namely the use of the tagline "*more shar'i insha Allah than other sharia or conventional cooperatives or financing institutions in general*". ("Digital Citizenship of Generation Z in Indonesia," 2023) It seems that this is one of the reasons for stopping the use of murabaha contracts in its financing products, replacing them with *taqsith* contracts or better known as credit financing. In addition, there are categories for the types of products that are allowed as financing products. The categories are products that are not included in game products, various musical instruments and gold metals. (Mubarak, Zaki dkk., t.t.)

There are many articles that have discussed the reasons why financial institutions or banks make changes and no longer use certain products. The *first* reason is changes in market demand and preferences. Financial institutions tend to respond to market demand for products that better suit the needs of consumers or businesses. Especially at this time, people have a tendency to choose new products that are able to provide convenience and

speed of service in transactions. (Apriyanti, 2018, hlm. 97; Fong & Jr., 2007) *Second*, changes in financial industry rules and regulations. In this case, the central bank has a role in supervising and influencing changes in banking products (Davies, 2010). (Davies, 2010) Therefore, financial institutions have to adjust their products to comply with the new regulations (Mateev et al., 2021). (Mateev dkk., 2021) There are even times when these regulations have the potential to invite banks from abroad to establish a presence in the country (Prashad, 2020). (Prashad, 2020). *Third*, the risks faced, financial institutions need to monitor and manage the risks in their financing portfolio. (Makiah dkk., 2022) If certain risks increase, they may need to adjust their products to reduce the impact of those risks. (Syafuruddin dkk., 2022) For example, the development of products and services to enhance mitigation and adaptation to climate change ((Buranatrakul & Swierczek, 2018). *Fourth*, technological innovation. Technological developments can cause financial institutions to customise new financing products that are more efficient and accessible to customers. (McMillan, 2015; Kumar dkk., 2017; King, 2018; Liu dkk., 2023) This is especially true for hard-to-reach markets (Saji & Paul, 2018).

This article aims to look further into the issue of what is behind changing the product and murabahah contract as a common financing contract in Islamic financial institutions, and replacing it with a taqsith contract? Is this change a means of identity that is built so that the sharia of Arrahmah Islamic Consumer Cooperative can be maintained and preserved? (Ostrovsky dkk., 2024)

RESEARCH METHODS

This research is a qualitative field research, which means that researchers directly extract data in the field to obtain data about the efforts made by Arrahmah Sharia Consumer Cooperative in maintaining and maintaining their identity as the first sharia cooperative in South Kalimantan which is free from usury practices. The location is in the South Kalimantan region, where the cooperative is located, namely in Banjarmasin, Martapura, Hulu Sungai Tengah and Kotabaru. (Wajdi dkk., 2023)

In order to obtain and collect data in the field, interview techniques were used with several informants by asking relevant questions according to the research needs that had been compiled in the interview data collection instrument. Interviews were also conducted by

going directly to the location where the informant was located and or using telecommunications media in the form of telephone and *whatsapp*.(Anshary dkk., 2023)

Finally, for data analysis techniques, the researcher organised the data in such a way that it could be easily interpreted. Informal notes containing data from a series of interviews were categorised into sub-issues.(Yusuf dkk., 2023) The raw data was selected, grouped and then rearranged in the form of a systematic description in the research report. The results of the research will be poured with various data and information around the object of study which will be analysed using discourse analysis with interpretation techniques. To get a conclusion, the reflective method (deductive-inductive) and divergent thinking (creative-innovative) are used.(Faridah dkk., 2023) The framework is *identity-oriented* theory and resource mobilisation theory.(Kusumadewi dkk., 2024)

RESULTS

Akad Taqsith: An Effort to Keep the Institution "More Shar'i Insha Allah Than Cooperatives or Other Financing Institutions That Are Sharia or Conventional in General"

Based on data from the Office of Cooperatives, Small and Medium Enterprises of South Kalimantan Province in 2021, there are more than 2000 cooperatives located throughout South Kalimantan. One of them is the Arrahmah Sharia Consumer Cooperative which managed to obtain the Healthy title from the South Kalimantan Provincial Office of Cooperatives, Small and Medium Enterprises in 2017 and the title is still being held until 2021. Obtaining this status is not an easy matter, because the total value that must be owned must be in the range of 80 to 100 points. The assessment includes many aspects including capital, management, liquidity and cooperative identity.

In connection with this category, this research chose Arrahmah Sharia Consumer Cooperative as the object of research. In addition, there is something quite interesting for the author when this cooperative declares itself *more sharia inshaAllah than other financial institutions*. This then raises the question of what actually motivates the cooperative to call itself more sharia than other financial institutions and what means are built in an effort to maintain the operational sharia of their cooperative.

From the data obtained in the field, it is finally obtained that the emergence of a collective movement cannot be separated from the theory of identity or *identity* which is a process of representation of selfhood, which then transforms into a group, ultimately polarising the subject into *us* and *them* or us and them. In other words, identity is a process of representation of the nature of selfhood or I-ness, both as an individual and a particular social group.

Furthermore, this can foster a sense of belonging to the group which is closely related to a person's conception or identity as a *self-description* in terms of characteristics which then defines group identity. Michael A. Hogg also explained that social identity is self-consciousness whose main focus is specifically given to relationships between groups or relationships between individual members of small groups. Social identity is formed by internal and external groups. Identity is built based on assumptions that exist in the group. Usually, social groups build identity positively. Social identity formation is done for categorisation between who I am and who they are. Thus, group contestation arises to compare the positive aspects of the group with other groups.

This identity is built by Arrahmah Sharia Consumer Cooperative which chooses to use the phrase "*more shar'i insha Allah than other sharia or conventional cooperatives or financing institutions in general*". The selection of the editorial sentence which is stated as the *tagline* is not just a promotional sentence. This *tagline* is indeed a principle that must be obeyed and carried out by the Arrahmah Sharia Consumer Cooperative. The existence of this that they are more sharia or more in accordance with the principles of sharia is, as Hogg wrote, an effort in the formation of group identity. They will compare the positive aspects of their group with other groups.

The positive aspects that are formed certainly cannot be separated from the influence of the recitations held in mosques, which *in fact are* filled by Salafi congregations and *asatidz* such as ustadz Erwandi Tarmizi, Muhammad Arifin Baderi, Ami Nur Baits and ustadz Hasbi who are also affiliated with Salafi figures. The studies delivered are in the form of muamalah fiqh, especially the discussion of the concept of usury and its practices that are rampant around their lives. From this study, the shari'i foundation of this cooperative was formed, namely *first*, credit transactions carried out must be in accordance with sharia with the provisions conveyed in the Qur'an, namely QS. Al Baqarah: 275, 282 and Sahih Sunnah.

The Sunnah in question is the hadith sourced from Ibn 'Abbas ra, who stated that the Messenger of Allah said, "*Whoever buys foodstuffs, then he should not sell them back until he has received them.*" Ibn 'Abbas went on to say, "*And I am of the opinion that everything is like foodstuffs.*" (HR: Mutafaqqun 'alaih). Also, the Hadith of Ibn 'Umar (may Allah be pleased with him) narrates: "*Once I bought oil in the market. After I bought it, a man came to me and bid for it. Then he gave me a considerable profit, so I accepted it. When I was about to shake his hand, suddenly someone behind me grabbed my arm. So I turned around, and it was Zaid bin Tsabit. Then he said, "Do not sell the oil where you bought it, until you transfer it to your place. This is because the Messenger of Allah (peace and blessings of Allaah be upon him) forbade anyone from reselling goods in the place where they were bought, until they were transferred to their respective places.*" (Reported by Abu Dawud and Hakim)

The use of this foundation can be understood considering that the *manhaj* of the Salafi congregation lies in the three early generations of Islam, the time of the Prophet, the Companions and *the Tabi'in*. This *manhaj* then has implications for the knowledge and economic practices that are carried out. The practice that is then born is sought to resemble what was done in that early period. As exemplified in the credit transaction mechanism which was later named the *taqsith* contract, as a form of correction to the contract previously carried out by the Arrahmah Islamic Consumer Cooperative, namely the murabahah contract. The use of a *taqsith* contract is considered more appropriate given the form of transaction carried out in the form of a credit transaction, payment for a sale and purchase transaction that takes place in instalments.

Meanwhile, a murabaha contract is a sale and purchase contract in which the seller is obliged to mention the cost of the goods transacted, along with the expected profit. This kind of obligation becomes a "psychological burden" for cooperatives that act as sellers. There is an obligation for them to transparently disclose the capital price from the *supplier*, including store discounts, and other things that if conveyed to prospective customers/consumers could potentially derail the financing contract. This condition is then one of the reasons for Arrahmah Sharia Consumer Cooperative to abandon the name murabahah contract for the financing carried out.

In addition, there are also reasons for the problem of the form of ownership of goods. In the understanding of the manager of the Arrahmah Islamic Consumer Cooperative, the practice carried out at Islamic banking institutions in sale and purchase financing (murabahah) the bank acts as a seller but he is not a trader. The bank only buys goods based on the request of prospective buyers. As written by ustadz Erwandi, the law on this transaction depends on the text of the agreed contract. In his book, he describes it as follows: (Tarmizi, 2019, hlm. 443–445)

- a) The prospective buyer said: Buy **for me the** following item for 10 dinars, then I will buy it from you for 12 dinars on credit. For the text of this contract, it is recognised as a haram transaction. This is based on the opinion of Ibn Rushd in *Muqaddimat wal Muwahhidat*, volume II, p. 57. 57. This is because the word **for me** implies lending money. And any lending of money with the addition of an amount when returning it is the same as usury.
- b) The prospective buyer said: Buy this item **with** these specifications for 10 dinars, then I promise to buy it from you for 12 dinars on credit. Murabahah in this way is permissible, meaning that the goods already belong to the bank. However, there is a difference of opinion regarding the promise made by the buyer, whether it is binding or not. But the opinion taken by Arrahmah Islamic Consumer Cooperative is that it is not binding and this is the opinion based on the decision of Majma' Al Fiqh Al Islamy (OIC fiqh division) no. 40-41 of 1988.

This non-binding nature makes it possible that if the member who was about to enter into the sale and purchase transaction suddenly cancels the transaction - for reasons of dharurat - *then* Arrahmah Islamic Consumer Cooperative can cancel the transaction, as stated above.

In addition, the chosen type of business run by Arrahmah Islamic Consumer Cooperative is the provision of goods for members' needs, namely various needs such as cars, houses, land, and household appliances. They do not want to provide items related to musical instruments, *gaming* equipment, and various items prohibited by Sharia as conveyed by their ustadz. The prohibition of these items is because they are considered to cause a Muslim to neglect the remembrance of Allah SWT.

Then the sale and purchase contract is made on the goods that are allowed. The sale contract must be in accordance with the hadith, that is, the goods are actually in the hands of the co-

operative (*milk at tâm*). As the Prophet's hadith from the transmission of Ibn Abbas is "Whoever buys foodstuffs, then he should not resell them until he has received them," and.....*Rasulullah sallallahu'alaihi wa sallam forbids a person to resell goods (that he bought) in the place where they were bought, until the goods are transferred to their respective places.*" From these two traditions, it appears that there is a condition that must be fulfilled in order to complete the transfer of ownership of the goods to the co-operative, which is the movement of the goods from the place of origin to the new place.

Another identity shown by this co-operative is the statement that *we do not apply 2 aqad in 1 transaction (lease purchase), shafaqah fi shafaqatain*. As is generally run by *leasing* financing. This is because *leasing* (hire purchase) is believed to contain *gharar*, where there are two different contracts in one transaction and carried out at the same time. So that the position of ownership of goods becomes unclear, whether it is in the hands of the seller or has passed to the buyer.

Furthermore, *we do not apply late fees*. This is based on the decision of the Majma' Al Fiqh Al Islamy (Fiqh division of the OIC) no. 51 (2/6) of 1990 which reads "If the buyer (of goods by way of credit) is late in paying the instalment at the predetermined tempo, it is not permissible to impose a sanction in the form of an increase in the payment amount; whether this was stipulated before the contract or not, because this is usury which is forbidden. (Tarmizi, 2019, hlm. 467). Furthermore, the head of the cooperative stated that "*We require a guarantor for every transaction with us*". This requirement is important to anticipate the possible risk of delays occurring.

The Shari'i foundation as a group identity is then built to differentiate the Arrahmah Sharia Consumer Cooperative from other cooperatives, financial institutions, and Sharia banking. Furthermore, in practice all these provisions are carried out by the cooperative under the supervision of the Sharia Supervisory Board of the Arrahmah Sharia Consumer Cooperative.

Breakwell considers this difference as *distinctiveness*, which is born from the self's desire to always maintain its difference from other groups, maintaining the distinctiveness of the group from other groups around it so that it can be easily recognised.

Means of Safeguarding and Maintaining the Sharia of Sharia Consumer Cooperatives

Furthermore, Jackson and Smith, Fireman and Gramson mentioned that an identity can survive well if followed by the development of high solidarity between members. This solidarity can be built because there are interrelated beliefs. When an individual has joined a social group and has a social identity as a member of the group, the individual will survive with his identity if he feels comfortable with the social group he belongs to.

A sense of closeness and kinship will automatically be created between group members. This includes all aspects of a person's self-concept derived from their social group or category of emotionally shared membership and the results of meaningful evaluations. Things like this can then lead to confidence between group members. Feelings of emotional attachment that arise from individuals to their social groups.

Attachment itself comes after realising one's existence as a member of a particular group. People will use their social identity as a source of pride and self-esteem. Moreover, if the group is able to add positive values in individual members, the stronger the group identity that is owned and by itself it will form a high character or self-esteem. So it is the beliefs held by group members that can maintain the existence of the group and its social identity as a social group.

As happened in Arrahmah Sharia Consumer Cooperative, when *ustadz* Dr. H. Muhammad Arifin Badri, MA who was invited by al Umm Foundation Banjarmasin in May 2011 delivered a study about fiqh muamalah, especially the discussion of usury and the sin of usury. There is an emotional unity that is built from the same understanding of usury and its dangers for the economy and its threats in the hereafter. This idea was strengthened when many Muslims, especially members of the Salafi recitation congregation in Banjarmasin, wanted a financial institution that could provide solutions to the usury practices that enveloped the lives around them.

Fortunately, their wishes and intentions *were fulfilled*. They have several *muhsinin* who have excess wealth and are willing to entrust the funds to be managed by several trusted people. In the end, this desire was realised with the establishment of the Arrahmah Sharia Consumer Cooperative.

Furthermore, the presence of this institution transforms into a solution for Salafi pilgrims in fulfilling their life needs as well as helping to avoid usury practices around them. This benefit was felt by Mr Restu, Mrs Ika and Mr Ihsan. They decided to become cooperative members after regularly attending studies at Salafi mosques around their neighbourhood. There is a similarity of intention, knowledge and commitment there. With the intention of *lilahi ta'ala*, wanting to gain the pleasure of Allah *ta'ala*, knowledge about the dangers that can be caused by usury and interest, then committed to playing an active role in fighting usury practices that exist in society and helping to provide financial solutions for Muslims who need to escape the trap of usury practices.

However, this is not enough, if a community is not formed that can maintain the maintenance of these intentions. A community that has a good direction and purpose, because everything that is done there will be accounted for before Allah SWT. It was explained, when it becomes a community, of course what is instilled in it is an attitude of loyalty to the group. They will love each other, love and help each other, help each other, defend each other's group members. This can happen because they have a common bond, love and care for each other because of this similarity. Therefore, when deciding to become a member of the Arrahmah Syariah Consumer Cooperative, as conveyed by Pak Restu, members willingly and consciously tell stories, convey their impressions and knowledge about the presence of this usury-free cooperative to relatives, colleagues and friends around them. It is only natural that at the Annual Members Meeting (RAT) for the 2020 Financial Year, the number of members of this cooperative has reached 1550 active and passive members spread across various regions of South Kalimantan.

Furthermore, this study also found that the tendency of people to join a community is motivated by the *utility* factor, as described in the theory of rationality, what benefits will be obtained if they join. This also seems to get the attention of the manager of the Arrahmah Sharia Consumer Cooperative. This attention is reflected in the statement that specifically for members, *God willing, the SHU benefits can reach 4 layers* consisting of details of (1) the benefits obtained as investors and members; (2) the benefits as cooperative *marketing*, when the person concerned is willing to become a guarantor; (3) the benefits as an active member who routinely pays monthly mandatory deposit investments; (4) the benefits as a member who also utilizes the services offered by the cooperative, for example the member also participates in financing in the cooperative.

Furthermore, the percentage of the cooperative's profit-sharing margin can compete with other financial institutions-even according to the management in 2015, the percentage they provide exceeds annual bank deposits and their benchmark is one of Indonesia's state-owned banks.

The data shows that what Olson said when developing resource mobilisation theory with his utilitarian model is increasingly clear. There is a consideration of the calculation of benefits obtained when individuals decide to be actively involved in the movement. As stated above, there are 4 layers of material benefits that members will get when joining the Arrahmah Sharia Consumer Cooperative. The benefits are reinforced by statements conveyed by several members interviewed that the SHU distributed per year is greater when compared to other cooperatives. There is even a *muhsinin* who has voluntary savings of 1 billion rupiah to get SHU benefits of 70 million rupiah.

In addition to these material benefits, this study also found that when becoming a member of the Arrahmah Sharia Consumer Cooperative, members will also benefit indirectly in the form of developing da'wah and educational institutions such as early childhood education parks and elementary schools that focus on efforts to produce generations of memorising the Qur'an under the auspices of the Al Umm Foundation. In other words, the benefits they get are not only material as the theory conveyed by Olson, but also non-material benefits in the form of progress in da'wah and education which becomes jariah charity for Muslim members of the cooperative where the rewards will continue to flow even though he has died .

The development of the Arrahmah Islamic Consumer Cooperative is also inseparable from other aspects of rationality, namely the role of the Sharia Supervisory Board, the leadership, namely the chairman and the management carried out by the management of the Arrahmah Islamic Consumer Cooperative. This was revealed through interviews with the Sharia Supervisory Board, who said that all forms of operational transactions in the cooperative must comply with AAOIFI standards, Majma Al Fiqh Al Islamy OIC Fiqh division. Even the head of the cooperative said that he would continue to fight through literacy and education approaches to various specific parties such as DSN MUI and DPS BSI South Kalimantan. Through various policy makers, they will convey what should be done by

banking institutions so as not to create the impression in the community that Islamic banking is the same as conventional banking.

This is because there is a fundamental difference between Islamic financial institutions and non-sharia/conventional institutions and that must be shown. So far, according to the Chairman of the Arrahmah Islamic Consumer Cooperative, banking institutions work according to their SOPs, not based on regulations or rules that have been made, namely the Law on Islamic Banking, Fatwa DSN-MUI, AAOIFI (*Accounting and Auditing Organization for Islamic Finance Institutions*) and various Majma Al Fiqh Al Islamy OIC Fikih divisions.

If these various regulations are implemented correctly, the impression can be released from the view of some of our people, *Insha Allah*. Therefore, in order to maintain the sharia principles, the Chairman of the cooperative, in addition to approaching the above parties, also joined a national institution called Komunitas Masyarakat Pecinta Bank Syariah (KMP-BS). Through this community, they will fight for the values of sharia and the rules of fiqh muamalah in financial institutions labelled sharia in Indonesia.

Ultimately, the relationship between identity and rationality is inseparable from a socio-economic movement. As a first step, it seems that identity must be demonstrated in a movement. However, if it relies solely on this, while management, accountability and profit are ignored, then it is likely that a movement will not continue for much longer. It will slowly be abandoned by its members, and will eventually dissolve. Identity can be an option when dealing with individuals who share the same ideology or *manhaj*. Meanwhile, rational resource mobilisation will appear more promising, if it is in the midst of a plural and rational society that is concerned with what benefits will be obtained from the amount of sacrifice they provide.

CONCLUSION

From the explanation above, it can be concluded that the background of the Arrahmah Islamic Consumer Cooperative uses a *taqsith* contract, after previously naming it a murabaha contract in the institution's flagship financing. This is due to the encouragement of knowledge of fiqh mumalah delivered by Salafi *asatidz*. This knowledge is based on the importance of maintaining the *shari'a* of their institution's operations *in* order to remain

"*more shari'a, insha Allah, than other sharia or conventional cooperatives or financing institutions in general.*" This knowledge can then be considered as a source of community identity that distinguishes them from other cooperatives or financial institutions.

Furthermore, the means of Arrahmah Syariah Consumer Cooperative in maintaining and maintaining the sharia through: *First*, the formation of a community that has the same intentions and goals of avoiding usury practices, starting from the Salafi recitation congregation in the South Kalimantan region. *Second*, the provision of guaranteed benefits (*utility*) both material in the form of SHU and non-material in the form of participation in advancing da'wah and education which is a charity for Muslim members of the cooperative where the rewards will continue to flow even though he has died. *Third*, supervision of cooperative operations carried out by the Sharia Supervisory Board of the Arrahmah Sharia Consumer Cooperative, *as well as asatidz* and cooperative management staff who always adhere to the rules contained in AAOIFI, and Majma' Al Fiqh Al Islamy OIC Fikih Division.

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