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# ANALYSIS OF THE CONCEPT OF UJRAH ON THE HABIT OF EXCHANGING MONEY BEFORE EID AL-FITR IN BANJAR SOCIETY FROM THE PERSPECTIVE OF HIZFH AL-MAL

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#### **ABSTRACT**

The custom of the Banjar people when approaching Eid al-Fitr is to exchange money, this habit aims to break one large denomination of money into several small denominations to brokers, and in paying for this service brokers usually set a tariff of 10%-20% depending on the nominal as a form of ujrah. The method used in this research is descriptive normative law with a qualitative approach in analysing the concept of money exchange ujrah in Banjar society in the perspective of Hizfh almal. The results of this study indicate that the habit of exchanging money in the Banjar community can facilitate the community and shorten the time in its activities, compared to exchanging money at an official bank. The service fee set by brokers or sellers is relevant to the concept of ujrah sharia and does not contradict one of the focussed maqasid sharia, namely hifz al-mal.

Keywords: Ujrah, Masyarakat Banjar, Hizfh Al-Mal

## A. INTRODUCTION

Humans are social beings who need interaction and support from others to sustain their lives (Azmi, 2019). In their social interactions, humans depend on each other in various aspects of life, including economics. The need to give, receive, and transact is part of the social dynamics that develop alongside the evolution of culture and traditions within a society. These economic interactions do not only occur in large-scale forms such as trade but also in simpler forms deeply rooted in societal customs.

One of the important moments in the social-religious life of the Muslim community is the Eid al-Fitr holiday. In the Banjar community, this moment is not only a time to strengthen social bonds but is also synonymous with the tradition of distributing small denominations of money to children and relatives as a form of joy and sharing blessings. To meet this need, the community engages in the practice of exchanging money for smaller denominations. This custom often involves giving ujrah or compensation to those who provide money exchange services, and has become part of the annual tradition leading up to Eid.

This phenomenon of exchanging money for compensation brings us to the

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discussion of the concept of ujrah. In the terminology of Islamic jurisprudence (fiqh muamalah), ujrah refers to wages or commissions paid for a job or service. In currency exchange transactions, ujrah refers to the compensation paid by the exchanger to the exchange service provider as compensation for the ease of access and availability of denominations according to demand. This concept is crucial due to its implications for the validity of transactions from a Sharia perspective.

The discussion of ujrah and the practice of currency exchange cannot be separated from the principle of Hizfh Al-Mal in Islamic economics. Hizfh Al-Mal, which means to preserve or maintain wealth, is one of the five main objectives (maqasid syariah) in Islam. This principle emphasizes the importance of fair, efficient, and exploitative-free management of wealth. In the context of money exchange with ujrah, Hizfh Al-Mal requires transparency, fairness, and the absence of elements of fraud or extortion, so that the community can meet their cash needs without being disadvantaged. Thus, this background will examine how the practice of money exchange in Banjar society, with all its ujrah implications, can be aligned with the principle of Hizfh Al-Mal in order to create halal and blessed transactions.

#### **B. METHOD**

This study uses a descriptive normative legal method with a qualitative approach to understand the meaning and relevance of local customs, focusing on literature studies, such as books, journals, and previous research (Hasan, 2002). This method was chosen by the author to analyze and understand the relevance of the concept of ujrah in the practice of money exchange with the principles of Maqashid Syari'ah, which focuses on Hizfh Al-Mal. The data sources for this study are secondary data obtained from literature or literature related to the research object.

## C. ANALYSIS/DISCUSSION

## A. The Concept of Ujrah in Islamic Economics

#### 1. Definition of Ujrah

Ujrah in Indonesian is called Upah. Ujrah comes from the word Al-Ujrah or Al-Ajru, which means 'Iwad (compensation),' in other words, Ujrah is compensation given as wages or compensation for an action. Meanwhile, according to terminology,

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Ujrah is wages or compensation given for a service or work performed by a person or institution.

Wages in Islam also fall under the category of *Ijarah*, similar to a work contract. In Arabic, Ijarah means "wages" or 'compensation' or "reward," so the term Ijarah has a general meaning that includes wages for the use of a good or as compensation for the performance of a task. In the Indonesian Dictionary, wages are defined as a sum of money or other compensation given as a reward for services or labor expended to complete a job (Caniago, 2018).

In Fiqh Muamalah, the law of Ujrah is mubah (permissible), as long as it does not violate the provisions of Sharia. Ujrah in Fiqh Muamalah can be in the form of money or goods that can be used according to Sharia.

## 2. Sharia Principles in the Application of Ujrah

The principle of ujrah in Islam provides a fair solution to wage issues, thereby protecting the interests of both parties, namely workers and employers (Faqihan, 2019). In this regard, there are several conditions that must be met based on the principle of ujrah, namely:

- a. Fairness in the principle of justice, an employer is not allowed to act cruelly towards workers by completely depriving them of their rights. Wages are determined fairly without harming either party, so that each receives their rightful share of the fruits of their labor without causing injustice (Apriyanto, 2012).
- b. Benevolence means demanding that the services provided bring significant benefits to both workers and employers. In the agreement, both parties are warned to be honest and fair in all their affairs, so that no acts of injustice occur that harm the interests of employers and workers.
- c. Adequacy means sufficient food, clothing, and shelter, meaning that wages must meet the minimum needs of these three basic necessities.

## 3. The Legal Basis of Ujrah in Islam

## a. The Basis of the Qur'an

1) Q.S Az-Zukhruf: 32

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## Meaning:

"Do they distribute the mercy of your Lord? It is We who have apportioned among them their livelihood in the life of this world and have raised some of them above others in degrees [of rank] that they may make use of one another for service. But the mercy of your Lord is better than whatever they accumulate." (Terjemahan makna Surah Az-Zukhruf - Terjemahan Berbahasa Inggris - Markaz Noor International, n.d.)

The verse emphasizes that the granting of mercy and time is entirely within Allah's power, not within the authority of humans. Allah has distributed the means of livelihood among humans in this world, because they cannot do so themselves, and Allah has exalted some of them in wealth, knowledge, strength, and other things above others, so that they can help one another in fulfilling their needs. Therefore, each person depends on others in seeking and managing their lives. And Allah's mercy extends to what they have gathered, even if it is all the wealth and power of the world, so that they may attain both worldly and eternal happiness (Efriadi, 2023).

#### Meaning:

"Mothers may nurse [i.e., breastfeed] their children two complete years for whoever wishes to complete the nursing [period]. Upon the father is their [i.e., the mothers'] provision and their clothing according to what is acceptable. No person is charged with more than his capacity. No mother should be harmed through her child, and no father through his child. And upon the [father's] heir is [a duty] like that [of the father]. And if they both desire weaning through mutual consent from both of them and consultation, there is no blame upon either of them. And if you wish to have your children nursed by a substitute, there is no blame upon you as long as you give payment according to what is acceptable. And fear Allāh and know that Allāh is Seeing of what you do." (Terjemahan makna Surah Al-Baqarah -

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Terjemahan Berbahasa Inggris - Markaz Noor International, n.d.)

This verse serves as the basis for the permissibility of paying wages in return for breastfeeding services (*Wajibkah Seorang Ibu Menyusui Anaknya?*, n.d.). This indirectly serves as the basis for the permissibility of paying wages for work.

#### b. The Basis of Sunnah

In a hadith narrated by Ibn Majah, it is explained that wages should be given to workers before their sweat dries. Indirectly, this hadith becomes the basis for the permissibility of paying wages for work. The following is the hadith:

#### Meaning:

"Al-'Abbas ibn al-Walid al-Dimasyqiy reported to us, (he said) Wahb ibn Sa'id ibn 'Athiyyah al-Salamiy reported to us, (he said) 'Abdu al-Rahman ibn Zaid ibn Salim narrated to us, (the narration is from) his father, from 'Abdillah ibn 'Umar, who said: The Messenger of Allah, peace be upon him, said: "Pay the laborer his wages before his sweat dries." (HR. Ibn Majah: 6.736).

Since it is permissible to pay wages for cupping services, it is also permissible to pay wages for medical services (Efriadi, 2023, p. 39). As in the hadith narrated by Al-Bukhari and Muslim from Ibn 'Abbas:

"Musa bin Isma'il told us, Wuhaib told us, Ibn Thowus told us from his father from Ibn 'Abbas, may Allah be pleased with him, who said: The Prophet, peace be upon him, had cupping done and paid the cupper." (HR. Bukhari and Muslim).

Hadith about wages narrated by Abu Dzar that the Prophet Muhammad SAW said: "They (your slaves and servants) are your brothers; Allah has placed them under your care. Therefore, whoever has a brother under his care must feed him as he feeds himself and clothe him as he clothes himself; and do not burden them with tasks that are too heavy, and if you do burden them with such tasks, then assist them in performing them." (HR. Muslim). (Efriadi, 2023, p. 49).

#### **B.** Money Exchange Practices in Banjar Society

The practice of exchanging money, commonly known among the Banjar people as "Bahurup duit", is a long-standing transaction that becomes particularly prevalent in the lead-up to Eid al-Fitr. This practice is not only economically valuable but also encompasses social and familial values in its activities. This custom is typically carried out for exchanging small denominations and

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new banknotes. Although the Bank of Indonesia and other official banks offer this service, the public prefers to use the services of money changers who set up stalls in strategic locations along busy streets, particularly in areas with high foot traffic such as Jalan Lambung Mangkurat, Pasar Hanyar (the lower market of Ramayana), Jalan Brigjen H. Hasan Basri, and Jalan Anang Adensi in Banjarmasin (Nafisah, 2024, pp. 89–90). The number of money exchange service providers usually increases during the period leading up to Eid al-Fitr.

People tend to use brokers because the exchange process through brokers is considered faster and simpler than through banks. Brokers charge fees for exchange services, for example, 20% for new money and 10% for legal tender per Rp100,000.00, or as agreed, which means there is a nominal difference in the money exchanged (Nafisah, 2024, pp. 91–92).

## C. Fiqh Analysis of Muamalah

### 1. Rukun Ujrah

- a. Aqidain, The person who pays wages and rents out property is called mu'jir and the person who receives wages is called musta'jir.
- b. Both parties must be legally competent: of sound mind, of age, and capable of acting legally.
- c. A statement of transfer (ijab-qabul) that can be made verbally, in writing, or by gesture. It must be clear and mutually agreed upon.
- d. The wage must be in the form of property that is clearly defined and known to both parties. The wage cannot be similar to the benefit of the object of the lease (e.g., renting a house with the wage being the right to occupy the house itself). The wage must be clearly defined, both in terms of its nominal value and the criteria for its benefits, to avoid disputes (gharar).
- e. The benefits or services provided must be halal and can be obtained in a manner that is sharia-compliant It is not permissible to rent or offer services for anything that is prohibited by sharia law (Abdurrofi, 2025).

## 2. Recommended conditions for *Ujrah*

- a. Consultation and transparency: Wages must be determined through consultation to ensure fairness and avoid fraud.
- b. Wages must be clear: There should be no uncertainty in determining wages.
- c. There should be no conditions that invalidate the contract: The ujrah contract must be free from conditions that contradict sharia principles or are detrimental to either party.
- d. Wages may be determined based on urf (custom): If there is no agreement on a specific amount, the standard wage generally applicable in the community may be used.

#### 3. The amount of Ujrah that may be taken

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In Islam, Sharia law does not set a maximum amount of profit (ujrah) that a seller can take in a sale and purchase transaction. Sellers are permitted to take any profit they desire—10%, 20%, 50%, or even more—provided that the transaction is conducted honestly, without deception (gharar/ghabn), and both parties are satisfied. Whether the profit margin (ujrah) is large or small, it must be based on mutual agreement between the parties, unless there is an established market price, in which case the profit margin must not deviate significantly from the market price to the point of constituting fraud (ghabn).

If a product does not have a standard price in the market, sellers are allowed to set prices as they wish as long as there is no element of fraud or coercion. Some scholars recommend that profits should not exceed one-third of the market price as a precautionary measure, although this is not an absolute requirement and is only the opinion of some scholars. If the buyer feels disadvantaged because the price is significantly above the market price (entering the realm of ghabn), Islamic law grants the buyer the right to cancel the transaction (khiyar ghabn).

#### 4. Potential violations of Sharia law

Analysis of Potential Sharia Violations in Excessive Fees and Usury Elements in Exchange Rate Differences:

- a. Excessive Fees or Ujrah in Service Transactions.
  - 1) In principle, fees or ujrah in service contracts (Ijarah) are permissible as long as they have been agreed upon from the outset, stated in a fixed nominal amount (not a percentage), and do not contain elements of fraud or injustice.
  - 2) Potential violations of Sharia law arise if fees are considered excessive, thereby giving rise to elements of injustice or exploitation, especially if they are far above reasonable standards or market prices, thereby harming one of the parties.
  - 3) Fees must be transparent and there should be no hidden costs. If there are additional costs that were not agreed upon at the outset, this also violates sharia principles.
- b. Elements of Usury in Currency Exchange Differences.
  - 1) Exchange of the same currency (e.g., rupiah for rupiah) must be done in the same amount and in cash. If there is a difference in denomination (e.g., exchanging Rp1,000,000 of old currency with a denomination of Rp100,000 for Rp800,000 of new currency with a denomination of Rp10,000), then such a difference is categorized as riba fadhl and is prohibited, unless it is treated as ujrah.
  - 2) If the currency exchange is between different currencies (e.g., rupiah and dollar), there may be a difference according to the applicable exchange rate, as long as the transaction is conducted in cash.

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3) Money exchange services (service fees) may be charged provided that the agreement is clearly separated from the money exchange agreement. This means that the exchange is carried out at the same nominal value, and the service fee is paid separately as compensation for the service, not as a difference from the nominal exchange value.

## D. Perspective of Hizfh Al-Mal

Ujrah or wages are compensation given for the use of services or facilities in the context of a transaction. This concept embodies the values of benefit and justice that are in line with the objectives of Islamic law (maqashid syariah), one of which is to preserve and protect wealth (hifzh al-mal). According to Al-Syatibi, Hifzh al-Mal is one of the five pillars of Maqashid Syariah, alongside safeguarding religion, life, intellect, and lineage (Dede Nurwahidah et al., 2024, pp. 175–189).

In the Qur'an, Surah Asy-Syu'ara verse 183:

Meaning:

"And do not deprive people of their due and do not commit abuse on earth, spreading corruption."

(Terjemahan makna Surah Asy-Syu'arā` - Terjemahan Berbahasa Inggris - Markaz Noor International)

The provisions of ujrah in Islamic law pay close attention to the rights and justice of each individual. In implementing this concept of ujrah, hifzh al mal plays a role in ensuring that the assets obtained, used, and distributed in transactions must avoid harm and bring benefits to all people. In addition, hifz al-mal also prevents damage or misuse of assets in the concept of ujrah. From the perspective of the objectives of Islamic law (maqasid syariah), the principles can be seen as follows: First, justice and balance: ujrah for services must be conducted with fairness for both parties, ensuring no one feels disadvantaged. Second, mutual agreement: this principle is also important for the smooth conduct of transactions. When individuals agree and are mutually willing, transactions are conducted in a healthy manner and in accordance with Sharia law. Third, ethics and morality: The determination of fees must be based on the ethical and moral principles of Islamic business. Practices that are abused, such as exploitative methods in setting fees or compensation, must be avoided (Ningrum, 2019).

The practice of currency exchange with a commission of 10–20% in Banjar society is considered reasonable and not exploitative. Buyers gain easy access to new or legal tender currency, while brokers receive compensation commensurate with their efforts and risks. From the perspective of hifzh al-mal, this ujrah ensures that transactions do not unduly harm any party,

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thereby achieving the objectives of preserving wealth and bringing about good. Additionally, the ujrah agreed upon demonstrates negotiation and mutual consent between both parties, free from coercion or deception. This aligns with the concept of hifzh al-mal, which emphasizes the acquisition of wealth through halal and lawful means, as wealth obtained through mutual consent is more pleasing to Allah SWT. As long as the broker provides clear and transparent information about costs upfront, this ujrah is considered halal and consistent with Islamic business ethics, as well as the principles of safeguarding wealth and oneself.

## **D. CONCLUSION**

The practice of exchanging money ahead of Eid al-Fitr, particularly among the Banjar community, has become an annual tradition where people exchange large denomination bills for smaller denominations as a way to express joy and share blessings with children and extended family. In this money exchange process, people typically prefer to use money changers' services, as the exchange process is considered easier and more practical than using bank services, even though using money changers involves a fee or commission, with the maximum profit taken being 20%. In Islam, sellers are permitted to take a profit of 10-50%, or even more, as long as the transaction is conducted honestly and fairly without deception, and both parties agree or consent. However, if there is already a market price standard, it is not permissible to take a profit that is significantly higher than the market price, as this would fall under the category of deception (ghabn).

As stated in Islamic law, specifically in the principle of Hizfh al-mal (preservation of wealth), we must safeguard wealth. In this context, Hizfh al-mal ensures that wealth obtained or distributed must bring benefit without harming others. In the practice of exchanging money using a broker's services, this is considered consistent with the principles of Islamic law, specifically in terms of "hizf al-mal," which involves safeguarding wealth. The profit taken by the seller must align with Islamic principles, and during the transaction process, honesty, fairness, and mutual agreement between both parties are prioritized, with both parties being fully consenting to the transaction. This is done solely to ensure that the transaction does not contain any harm and is approved by Allah SWT.

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