

## Types of Usury in the Presence of Islamic Era

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### Abstract

*This paper elaborates about usury and its types in the era of Islam presence by applying documentation method, which is finding out the data related to the title of the study, that aims to know the definition of usury, the kinds of usury, how the perpetrators of usury before the arrival of Islam and how well usury laws in the age of the Islamic presence. Usury means to grow and to thrive. It is an addition to exchange one of the two similar goods. Generally, usury is defined as debts or borrowing money or goods are accompanied by additional interest. Usury consists of two types; they are nasi'ah usury (debt context), and fadh'l usury (sale and purchase context). Nasi'ah usury refers to additional requirements from the person who gave the debt to take additional payment as the postponement from the one who has a debt. Meanwhile, fadh'l usury is to sell (or change) money with money or food to food, with additions. The writers use historical and theological approach. The results showed that the things that lead to usury (riba) is about buying and selling goods, borrowing money, the exchanging of goods, as well as to know the law of devour the usury or the using of usury are so-called as haraam (forbidden). The implication of this research is Muslims must be careful in debts, buying and selling, as well as the exchange of goods accompanied by additional interest. In the world, people are perpetrators of usury although they invisibly have wealth; sometimes people's heart will not be peaceful. In other words, having a lot of wealth is not a blessing but it makes so greedy and never satisfied with what they got.*

**Key Words:** Usury, Types of Usury, The Presence of Islamic Era.

### Introduction

One of the Characteristics of Islamic economies is anti-usury. This concept eliminates all kinds of usury in every transaction, both in real sector and especially in financial sector. Usury is *az-ziyadah* which means

additional or excess. Additional in usury context is extra money on loans, whether the additional amount is little or much in numerous. It is in line with the scholars of fiqh who also discuss about usury as excess property in muamalah with no reward or exchange. That is also as an addition to the capital money caused by arising debts transaction that must be given to the owner of the money when the debt has out of date.

Calculation time of usury contains three elements; first, in addition to the money, second, additional rate in accordance with the time, and the third, an additional payment of which has been required in the bargain. In terminology, usury is an extra to any additional purpose that is taken without a replacement transaction or countervailing justified in Shari'ah. Transaction replacement or counterweight is commercial business transactions which legitimizes the addition in fair. If there is no balanced transaction, it will be allowed. For instance; leases. Here, the tenant pays the rent for their wages rental since benefits of the rental facilitation (Suwiknyo, 2010).

In the credit system, there are additional time and additional price. There is someone who buys electronic good as household need in installments and not in cash, and then its cost is added and it becomes more expensive than the price in cash. In this case, Syaikh Sayid Sabiq says: "For the purchase price in cash is not handed over, while the price which is later increased by the seller based on the suspension, it will be okay since the suspension has its own price. In addition, it seems like the opinion of the scholars in the Hanafi and Shafi'i, and also Zaid bin Ali al-Mu'ayyidbillah and most other Fuqoha, because the generality of the nature of this argument those allow it. Moreover, apparently Asy-Syaukani also supports this view (Muhammad).

In the meantime, there are some scholars (ulamaa) who argue that the addition is a usury. In (Muhammad) book, Therefore, Asy-Syaukani adds that, for you, O woman muslimat, if you really need to buy something in credit like that, and then it will be in a legitimate way. Because in fact, there also some of Fuqoha (ulamaa) allow it. And they are all right. Insha Allah. In contrary, if you do not require a purchase that things, then you should not do that. Wait a while until there is the ability to buy with cash. And indeed, Allah more know about it.

Based on the above explanations, the specific further discussion are *nasi'ah* usury and *fadh*l usury. First, *nasi'ah* usury, which is as the the additional which is given from someone who gave the debt as the compensation of payment postponement. This kind of usury is forbidden in Islam. Second, *fadh*l usury, that is, buying money with money or food to food (equivalent) with the additional. According to Azhim (2008) this type of *riba* is also forbidden by Sunnah and ijma 'as a means of achieving *nasi'ah* usury. Two types of usury mentioned above will be discussed below.

Those two kinds of usury are forbidden. Then, as Muslims it is better to avoid it since such treatment is an act of fraud, greedy, may harm others, and miserable, and makes us lose out in the world and in the hereafter.

Based on the previous studies about the kinds of usury in the Era of the Islamic presence, yet writers ever get previous writings of other authors in accordance to this study. Unless the article, the writers had been writing through local journals but in a different approach that is "usury law in perspective of Jabir raHadith ". Then, in the study, the writers found in literatures that explains about the kinds of usury in the Era of the Islamic presence, such as the Economic System of Islam by Muhammad Sharif Chaudhry, Compilation Tafsir of Islamic Economics verses, by Suwiknyo, Business Ethics according to the Hadith, by Andi Darussalam, and Economic Hadits Ilfi Nur Diana. As for the literatures, the contents and results from those studies above are mentioned above as the primary data source. While additional books are books that are related to the problems examined as a secondary material to complete the explanation about the data obtained from the primary data.

This is the basis of the writers in obtaining data on the issues to be studied, so that the research can be continued with the title "The types of usury in the Era of the Islamic presence".

## Methods

The method used in this study is the documentation which is seeking data on things or variables such as notes, transcripts, and literatures or books that explain about usury, the kinds of usury, and usury laws.

## Discussion

### Understanding of Riba (Usury)

*Riba* is derived from the Arabic word, *riba-yarbu-riba* which means growing and developing, (Ibn Faris). According to the Divine Fudail, usury is in addition to exchange one of the two similar goods (Ilahi, 1986 M/ 1406 H).

Darussalam (2009) in his book that usury in terminology means additional or being increased. In line with this, according to Sharaa, it is ' : agreement (*aqad*) which happens in exchanging certain items, and unknown whether or not according to the rules of Islam or perhaps it is too late to accept the agreement. In Tafseer compilation of Islamic economics verses, it is explained that, usury is additional purpose that is taken without a replacement transaction or the balanced of Shari'ah justification. Transaction replacement or balanced transaction namely commercial business transaction, legitimizes the addition in fair. If the transaction is balanced then it will be allowed, such as leases, the tenant pays the rent wage because of the benefits enjoyed by the lease itself.

Usury concept as what has been said by Prophet Muhammad peace be upon Him, according to Abu Said al-Khudri ra, notes as what Allah says in *Qur'an* Surah al-Baqarah /2 verses 278-279.

In ('alaih) Prophet Muhammad says:

حَدَّثَنَا أَبُو بَكْرِ بْنُ أَبِي شَيْبَةَ حَدَّثَنَا وَكِيعٌ حَدَّثَنَا إِسْمَاعِيلُ بْنُ مُسْلِمٍ الْعَدْبِيُّ حَدَّثَنَا أَبُو الْمُتَوَكِّلِ النَّجَاجِيُّ عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: **الدَّهَبُ بِالذَّهَبِ وَالْفِضَّةُ بِالْفِضَّةِ وَالْبُرُّ بِالْبُرِّ وَالشَّعِيرُ بِالشَّعِيرِ وَالتَّمْرُ بِالتَّمْرِ وَالْمِلْحُ بِالمِلْحِ** مِثْلًا بِمِثْلٍ يَدًا بِيَدٍ فَمَنْ زَادَ أَوْ اسْتَرَادَ فَقَدْ أَرَبَى الْأَخْذُ وَالْمَعْطِي فِيهِ سَوَاءٌ.

The hadits means;

Abu Sa'id al-Khudri (Allah be pleased with him) reported Allah's Messenger (may peace be upon him) as saying: Gold is to be paid for by gold, silver by silver, wheat by wheat, barley by barley, dates by dates, salt by salt, like by like, payment being made hand to hand. He who made an addition to it, or asked for an addition, in fact dealt in usury. The receiver and the giver are equally guilty. (HR. Muslim).

The hadits above explains about the forbidden of usury. The Prohibition of *riba* is not only done by the clergy, even filosof also condemned usury. Aristotle states as quoted by Yusuf Qaradawi that usury is as an unnatural result which is obtained from the others' efforts. He believes that money can not bring forth money. People who are most entitled to the results of their work are the people who developed the money through work and effort. Furthermore, Aristotle states that the primary function of money is to facilitate the flow of trade. (Qardawi, 2001)

In (Indonesia, 2012) Furthermore, it is explained in *Qur'an* surah Al Baqarah/2 verses 278-279, as follows:

يَا أَيُّهَا الَّذِينَ آمَنُوا آتُوا اللَّهَ ذُرْوًا مَّا بَقِيَ مِنَ الرِّبَا إِن كُنْتُمْ مُؤْمِنِينَ ٢٧٨ فَإِن لَّمْ تَفْعَلُوا فَأْذَنُوا بِحَرْبٍ مِّنَ اللَّهِ وَرَسُولِهِ وَإِن تُبْتُمْ فَلَكُمْ رُءُوسُ أَمْوَالِكُمْ لَا تَظْلِمُونَ وَلَا تُظْلَمُونَ ٢٧٩

The verses mean;

O you who have believed, fear Allah and give up what remains [due to you] of interest, if you should be believers.

*And if you do not, then be informed of a war [against you] from Allah and His Messenger. But if you repent, you may have your principal - [thus] you do no wrong, nor are you wronged.*

*And if someone is in hardship, then [let there be] postponement until [a time of] ease. But if you give [from your right as] charity, then it is better for you, if you only knew.*

The verses are explained by preceding its *asbabun Nuzul* (the caused of the verses appeared). Here, Abu Ja'far Muhammad ibn Jabir Tabari narrates, "One day, the Thaqif people as the inhabitants of Ta'if had made an agreement with the Prophet., that all their debts, as well as accounts receivable (bill) based on usury would be returned only for its principal. After Fath Makkah, the Prophet., Pointed Itab bin Usaid as governor of Mecca which also included the Ta'if region as a regional administration. Bani Amr ibn Umair bin Auf was the one who always lend money to Bani Mughirah by usury and since the time of ignorance, Bani Amr Mughirah always pay the debts with additional usury (Suwiknyo, 2010).

After the presence of Islam, they still have a lot of wealth and assets. Fauroni (2006) States that therefore, Bani Amr came to collect a debt by an additional profit from Bani Mughirah after embracing Islam refused to provide the additional usury. This matter then reported to the Governor, at that time, namely Itab bin Usaid. Addressing this issue, the Governor Itab immediately wrote a letter to Rasulullah (Prophet Muhammad)., and the verses above then came down. After that, the Prophet Muhammad wrote a reply letter to the governor Itab. He said that "If they accepted God's approval on the terms above, then that is fine. In contrary, if they reject the ultimatum, then ask for war to them."

Based on the *asbab al-nuzul* above, then Allah ordered all the faithful to leave the rest of the usury of any receivable/ debt. It is noted in the verse, "*wa dzarōmā baqiya minar-ribā*". The command will show who is really people who believe and fear to Allah, "in kuntum- mu'minūna. "If you really still make transactions of *riba*, then Allah and His Messenger will fight them," *fain-lam taffeta alō fa 'dzanō biḥaribim-minllahi rasōlihi*. " Hence, there is no longer transaction with usury but still getting the right back up all the principal receivable fortune. It says, "*Wa in tubtum falakum ru'ōsu amwalikum*." The order is a social justice so that no man who persecuted and mistreated, "*lā tadhlimū wa lā tudhlamūna*.", (Suwiknyo, 2010).

Allah informs that He took usury, namely to eliminate them. That means, all the property from the owner may be missing from its owner's hand. It could also be said that the owner does not get the blessing of his property. As a result, the owner is not able to take advantage of his wealth which Allah then spend all their wealth in the world. While on the last day in the future, he will get the punishment (Azhim, 2008).

In (Muslim) From Abu Hurairah r.a the Prophet said, "Stay away by you seven things that make you destroy!" They asked, "What is that, O Messenger of Allah?" He said, "Associating God, do magic, kill the soul which Allah has forbidden, except with the right, consuming *riba*, consuming the property of orphans, fleeing when the war raged, and women accused of adultery women who are holy and innocent. "

In Shahih narrated by Abdullah ibn Mas'ud, that the Apostle of Allah (peace be upon him) cursed the one who accepted usury, the one who paid it, the witness to it, and the one who recorded it. Shahih in addition, narrated by Ibn Mas'ud r.a. said that the Prophet., said, "*Riba* has seventy three doors. The lightest (sin) is like someone who fuck his mother. "

In (Shahih) From Abdullah bin Hanzalah, he said that the Prophet said, "One dirham of *riba* are eaten by someone's results, even though he knew it, it is heavier than thirty-six adulteries." (Shahih) From Ibn Mas'ud ra., he said that the Prophet said, "the end of usury is a shortage."

From some of the above explanations regarding to usury from both the Qur'an and the hadith of the Prophet., it has banned for taking usury, and for people who claim to be faithful and do not want to stop taking usury, Allah and His Messenger will fight in the world and will give the punishment at a later date.

Then a common sight on the prohibition of taking usury, that is, the Prophet cursed the one who accepted usury, the one who paid it, the witness to it, and the one who recorded it. In addition, the sin of usury is like a man committing adultery with his own mother. Then God will take away or reduce their property and does not give a blessing for the great fortune obtained by the results of usury so that the person himself can not enjoy his property obtained with the results of usury.

### Types of Riba

Rifa'I explains based on the prevailing practices in the Era of the Islamic presence and while still looking Hadith of the Prophet Muhammad., Jurists classify usury into two types, namely *nasi'ah* usury and *Fadh*l usury. The first type applies to loan money, while the second is in barter transactions, (Sharif, 2012)

*Nasi'ah* usury means the interest charged on the borrowed money. The examples of *nasi'ah* usury is as follows.

In an age of ignorance, if a debtor owed to creditors, but he did not have money to pay off it when it matures, then he would ask for additional time to the creditor. Creditor granted the request, nevertheless by determining the amount which substantially enlarged. Thus, the extended time and the amount of the debt was enlarged as well. Hence, the additional the principal debt is called usury. (Sharif, 2012)

The transaction mentioned above is a typical example of *nasi'ah* usury. In Sharif (2012) according to fuqoha, *usury nasi'ah* contains the following three elements:

- The excess of debt principal;
- Determination of the excess in relation to the time; and
- The excess is a prerequisite for the course of the loan transaction.

*Fadh*l usury is a small flower on commodity of barter transactions. The usury lies in additional payments by the debtor to the creditor in exchanging the similar commodities, such as wheat with wheat, burwith bur, dates with dates, and so on.

Commodity barter exchange system is very common in Arabia during the early days of Islam. Ordinary people exchanged their goods with goods, especially for the poor people commonly they borrowed staple food from the rich people by promises to pay it later with the addition in the maturity date. It is such an oppression to the poor by the rich people. Then, Islam abolished this kind of system. As we have seen, the Prophet Muhammad stated that such a transaction is usury and therefore it is unlawful (*haraam*). (Sharif, 2012)

According to Dawwabah (2003) *nasi'ah* (in the context of debt) is the additional which is required taken by debtor from the creditor as the extra payment as the result of postponed payment. He adds that this kind of usury has been forbidden in the *Qur'ant*, hadith and ijma. Here, theconventional Banks at the present time implement the practice of usury like this.

Second, *fadh*l usury (in the sale and purchase context), which is defined as selling (redeem) money with money or food with food by additional things or money. Sabiq (1403 H/1982 M) states that usury is such forbidden by tradition and ijma ', since*fadh*l usury is as mediator that lead to *nasi'ah*usury. Sharif (2012) states *Fadh*l usury done by selling an item with a similar item but with no additions, such as selling (exchanging) one dirham with two dirhams in cash, or exchange one sa 'of wheat or two sa 'of wheat.

According to the hadits that have been presented above, exchanged wheat with wheat, dates with dates, bur with bur and other similar items are usury unless the same thing is done in cash and equivalent. In Sharif (2012) according to fuqoha, *fadhli* usury elements are as follows:

- Both goods which are exchanged are homogeneous or similar, such as gold for gold, corn with corn.
- They differ in the number of scales and dosing. If gold is exchanged for gold and the number and the quality is the same as cash, then it is not a kind of interest. If it is not the same, then the excess definitely becomes interest (then it become usury).
- The transactions must necessarily take place not in cash. If one guinea provided in exchange for 1 ½ guineas in the future, then the excess is an interest. Islam removes the two types of *riba*.

### Riba in the Presence of the Islamic Era

In the era of Islam's presence, God makes it clear to those who believe not to devour usury. Allah says in the Qur'an Ali-Imran / 3 verse 130.

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا الرِّبَا أَضْعَافًا مُضَاعَفَةً وَاتَّقُوا اللَّهَ لَعَلَّكُمْ تُفْلِحُونَ ۝ ١٣٠

*The verse means, O you who have believed, do not consume usury, doubled and multiplied, but fear Allah that you may be successful.*

The above verse explains to people who believe ("ya ayyuhal-ladzina amanu") about the Affirmation of command and prohibition to not devour usury, (as in the utterance "la ta'kukur-riba."); Suwiknyo (2010) Moreover, if the usury doubled, "adha'afan mudha 'afan", here is as nasi'ah usury. According to most scholars that *riba* is haraam, although it is not doubled. As explained previously, it is also said that God justifies the buying and selling, and forbidden usury", as in Qur'an, "wa ahalla Allah al-bay'a wa harrama ar-riba." (Qur'an, al-Baqarah / 3 verse 275). Therefore, God gives orders to the believers to leave the usury, "wat-taqqalaha" That way, the faithful will get the lucky, "la'allakum tuflihuna."

Some hadits threatens the perpetrator of usury, as narrated by Muslim from Jabir, he said that "Messenger of Allah., Curse eater of usury, the giver, the author, the two witnesses, and they are all thesame." In another hadith history of Ibn Majah, Prophet ., said: "*Riba* can even lead to increase, but the result will be reduced."

This hadith is a threat to those who practice usury, that usury is indeed able to bring thebig profits for perpetrators, nevertheles someday they are not going to get the blessing of God Almighty; eventually it will be dwindle, (Nur, 2008). In the Qur'an, it affirms that Allah swt. will destroy the wealth which is obtained by usury and eliminate its blessings.

### The Qur'an experts' view and Islamic Fuqoha who explains the nature of usury.

#### Muhammad Asad View

In terms of common terminology, the word of usury refers to "additional" to or "increment" of something over and above the origin number or size.

In the terminology of the *Qur'an*, the term 'usury' was anything which is forbidden, as any extra show, through interest, and the amount of money or goods that is lent by a person or institution to the other person or institution. In this case, it relates to the prevailing economic situation broadly at that time or before the time. Then, the majority of jurists ancients saw the "additional unclean" as 'income' obtained through a loan-flowering of anything, moreover it does not depend on the level of interest and its motivation economy.

Above all, it is proven by law literatures which is interests with this matter, Islamic scientists did not reach unanimous agreement on the definition of usury, that is, a definition which includes all of the legal situation and positively react to all the conditions of economic environment changes. Borrowing the words of Ibn Kathir (in his commentary on Qur'an surah al-Baqarah / 2 verse 275), "The problem of usury is one of the difficult issues for science scholars (*Ahlul 'ilm*)." It should be remembered that the verses that condemn and prohibit usury in legal sense (al-Baqarah / 2 verses 275-281) are the last revelation received by the Prophet, who then died a few days later, so that the companions did not have a chance to ask him about *syar'i* as well as the relevant command to him, so that 'Umar Ibn al-Khattab said: "the last (of the Qur'an) revealed is a verse about usury: and, be attention, the messenger of Allah died before explaining the meaning about the verses to us" (Ibn Hanbal, from Ibn said al-Musayyab).

However, the severity of *Qur'ancriticism* against the usury and the perpetrators- in addition, if we look at the background of the economic experience of mankind for centuries in question, the indication of the nature of usury is clearly enough, nor indicative of social or moral for this term. By simply, the abhorrent of usury (within the meaning of the terms used in the Qur'an and in many sayings of the Prophet). It is tied the creditortaken fromthe profit through interest loans lead to the oppression against those who are economically weak by the strong and resourceful people (debtor). Oppression is characterized by the fact that thecreditor, while maintaining full capital lent, he/she has no legal bonds with the purpose and manner of use of funds he/she lent. (Sharif, 2012) It contractually assured earning revenue, regardless the existence of loss that may be suffered by the debtor as a consequence of this transaction.

According to Syafe'I (2003) *Riba* is haraam and strangle the party who owed. He/she is required to pay with compound interest. When he/she is late in payment, the interest will continue to multiply.

#### **Syed Abul A'la al-Maududi View**

The Arabic word of usury that so-called '*riba*', literally means "improved on" or "in addition to" anything. Technically, the term is used to refer to the additional amount imposed by the creditor to the debtor which is fixed to the principal debt which he has lent, namely interest. (Sharif, 2012) In the revelation of the *Qur'an*, the interest charged for a variety of ways. For instance, someone sells something and sets a time period for payment something, and if the buyer is unable to pay within the predetermined time, then he/she is given an extension of time but should increase the amount of money that he/she must pay or someone lends some money and asks that the debtor pay it along with an additional amount of money that has been agreed upon in a specific time period, or a set interest rate for a certain period and if the principal debt has been paid with interest within a certain period, then the interest rate is raised because of the extra time, and so forth.

#### **Afzalur Rahman View**

Afzalur Rahman explains the meaning of usury in detail based on the opinion of some classical Islamic jurists as the following description.

The *Qur'an* uses the word usury for the 'interest' term. According to the dictionary, the meaning of *riba* is excess or increase or surplus, but, in economics, it means the surplus revenue generated by the creditor of the debtor, higher and above the principal amount of debt, as a reward for waiting, or separating the liquid from the capital during a certain period. Usury in Islam, specifically refers to the excess required in a particular way. Ibn Hajar al-Asqalani, when talking about usury, he declared that "the bottom line of the usury is excess, both in commodities (itself) and in money, such as the two silver coins redeemable for three dinars."

In Sharif (2012) according to Allama Mahmud al-Hassan Taunki, *riba* means excess or hike; and in the contract barter (exchange of goods with the goods), the excess of an item requested in exchange for the goods which is exactly same, then it is called usury.

It is explains about usury definition by *syara'* or ulamaa personality, here the scholars have different opinion. (Syafe'I) However, it is generally interpreted as a debt receivable or lending money or goods which are accompanied by additional interest.

## Conclusion

- *Riba* (usury) in the sense of a common terminology, refers to "extra" of something over and above its origin number or size.
- Types of *Riba* are *nasi'ah* usury and *fadh*l usury. *Nasi'ah* usury is additional which is required by creditor from the debtor as compensation for the postponement of payment. *Fadh*l usury is sale and purchase money with money or food to food (equivalent) with the additional.
- *Riba* before and after the era of Islamic presence:
  - *Riba* before the era of Islam's presence, it had been entrenched among the rulers, and the society about buying and selling, as well as lending and borrowing, moreover exchanging. At that time, usury ocured was taken for granted. As Bani Amr ibn Umair bin Auf was the one who always lend money to the Bani Mughirah. Since the ignorance time, Bani Amr Mughirah always paid his debt with additional of *riba*.
  - Perpetrators of usury after the era of Islamic presence are Thaqif tribe. The residents of Thaif city, had made an agreement with the Prophet., that all of their debts, as well as accounts receivable (bill), are based on usury should be frozen and returned only as the principal price/payment.
- Things that lead to usury, that is, for people who do not practice the Islamic principal well, they do not have a plumb honesty, then they love deceiving others, since they want to have doubled profit, so that they do all sorts of ways, even by unlawful (*haraam*) way.
- Usury is forbidden by *al-Qur'anal-Sunnah* and *ijma'* (agreement of Islamic Ulamaa). People who do usury will be fought by Allah and His Messenger. They will be the in the dwellers of hell on the day hereafter and then forever. Allah does not like those who commit usury as has been stated in the *Qur'an* surah al-Baqarah / 2 verses 278-279.

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