

Position of The Qur'an Memory as a Price Payment Media in Buy And Sell

¹Muhamad Izazi Nurjaman, ²Sofian Al-Hakim, ³Didah Durrotun Naafisah, ⁴Doli Witro*

UIN Sunan Gunung Djati Bandung, Indonesia

¹muhamadizazinurjaman@gmail.com, ²sofyanalhakim74@gmail.com,

³didahnafisah@gmail.com, ⁴doliwitro01@gmail.com*

Abstract

This research intends to describe a theme regarding the view of sharia economic law on the media of payment for buying and selling prices using the memorization of the Al-Qur'an. Using descriptive research (case study) through the method of collecting information in the form of interviews and documentation. This research found the fact that the view of sharia economic law equates or *qiyas* between the media of paying prices using the memorization of the Al-Qur'an with the dowry in the marriage contract. Giving a dowry is allowed to memorize the Al-Qur'an with the provision that it is mandatory to teach the Qur'an, as well as the practice of buying and selling. So that there is a wage in the form of benefits. Meanwhile, benefits include assets. So between the dowry and the price of both is something that has *qimah madiyah* (property value). Indirectly, the buyer pays the price using the *ujrah* of the teaching. So that the harmony of buying and selling has been fulfilled properly and non-material benefits will lead to a business concept full of blessings.

Keywords: Buy and Sell; Price; Wedding; Dowry; Memorizing Al-Quran.

Abstrak

Penelitian ini bermaksud untuk mendeskripsikan tema mengenai pandangan hukum ekonomi syariah terhadap media pembayaran harga jual beli dengan menggunakan hafalan Al-Qur'an. Penelitian ini menggunakan deskriptif (studi kasus) melalui metode pengumpulan informasi berupa wawancara dan dokumentasi. Penelitian ini menemukan fakta bahwa pandangan hukum ekonomi syariah terhadap pembayaran harga jual beli dengan hafalan Al-Qur'an diqiyaskan dengan pemberian mahar dalam akad pernikahan dengan maksud harus diniatkan untuk mengajarkan Al-Qur'an. Oleh karena itu, terdapat upah berupa manfaat dari pengajaran itu yang menjadi harga dalam praktik jual beli tersebut. Sedangkan manfaat termasuk harta, sehingga antara mahar dan harga keduanya memiliki qimah madiyah (nilai harta). Secara tidak langsung pembeli membayar harga dengan menggunakan ujrah atas jasa pengajaran yang dilakukan olehnya. Dengan itu, transaksi jual beli tersebut dapat terpenuhi akan syarat dan rukunnya, dimana keduanya merupakan bagian dari rukun jual beli dan dalam bisnis harus adanya keuntungan. Namun, sejatinya keuntungan bukan hanya sekedar mencari materi semata melainkan benefit non-materi yang bermuara kepada tatanan bisnis untuk mencapai keberkahan.

Kata Kunci: Jual Beli; Harga; Pernikahan; Mahar; Hafalan Al-Quran.

INTRODUCTION

Buying and selling transactions are the main *prima donna* in every economic activity because buying and selling transactions are easy for everyone to do (Nurjaman, Januri, & Nuraeni, 2021). People buy goods or produce goods, which will later be resold by considering the cost of purchase or capital in producing goods, with a determined profit difference. Either the profit is known to the buyer (*al-murabahah*), or the buyer is not known (*al-musawah*), but both parties are mutually agreeable.

In practice, buying and selling must pay attention to the principles that are the main foundation of transactions. Where the transaction is not allowed in practice, there is something contrary to Islamic sharia. In addition, fulfilling the conditions and pillars must be considered in the transaction (Nurjaman & Witro, 2021). Because by fulfilling the requirements and pillars, buying and selling can be said to be legal, and of course, it will have a positive effect on the parties. Among these positive effects are that the parties can establish a harmonious relationship because both feel mutually beneficial, where the buyer feels that the service provided by the seller is very good, so the advantage for the seller is that the buyer becomes the main customer in his shop (Putri, Konoras, & Soepeno, 2021).

The sale and purchase contract includes two-sided legal behavior (*tweejigdig*), namely, the parties (the seller and the buyer) want the behavior and actions they do. Because between the two, there is an agreement which in the law of engagement is called agreement (Mubarok & Hasanudin, 2017). Rights and obligations will arise from both parties committing the act.

In essence, buying and selling or *al-ba'i* are exchanging property for a property to have each other (Jamin, 2018). The property itself is anything that has value and can be used. Hanafiyah scholars state that what is categorized as property is only

something in the form of objects that have benefits (*a'yan*) (Asnaini & Aprianto, 2019)). The property owned by the seller is usually called the *mutzman* (goods), and the property owned by the buyer is called the *tsaman* (price). The exchange between *mutzman* (goods) and *tsaman* (price) must be done when the contract takes place, except in other cases. However, in general, money is *tsaman* (price) while *mutzman* is goods that are sold. If you do not use money, the goods to be exchanged are *mutzman*, while the exchanger is *tsaman* (price) (Al-Zuhaili, 2006).

As for the focus of this research problem, when buying and selling is interpreted as an exchange between property and property, the exchange of property is *mutzman* (goods) with *tsaman* (price). This is different from the food sales location, namely Mr Yulius's Organic Chicken Noodle Shop on Jalan K.H Abdul Halim Majalengka, one way to pay the selling price of the product is by memorizing the Al-Qur'an. (Yulius, 2019). The following is the memorization of Al-Qur'an verses which is used as a method of paying prices at the Majalengka Organic Chicken Noodle Shop:

Table 1. Memorizing the Qur'an as a Method of Payment

No.	Surah of the Al-Qur'an
1.	Al-Mulk (1-30)
2.	Al-Waqi'ah (1-96)
3.	Al-Rahman (1-78)
4.	Surahs Juz 30 (Surah An-Naba-An-Nas)

Source: Interview results with the owner of the Majalengka Organic Chicken Noodle Shop

Based on these data, what is worth asking is: Does memorizing the Qur'an include wealth, as is the position of property used as a *tsaman* (price)?

In addition, in the sale and purchase contract, of course, it is hoped that there will be benefits or profits generated because buying and selling transactions are very

illogical if, in practice, they do not expect profits. According to Ariyadi (2018), the nature of business in the view of Islam is to seek material and non-material profits. Therefore, this study will describe the position of memorizing the Qur'an as a medium of price payment according to the perspective of sharia economic law so that this research is expected to be able to provide scientific treasures in the development of sharia economic law in society, especially in the practice of paying to buy and selling prices using the memorization of the Qur'an.

LITERATURE REVIEW

Research conducted by Rusdianto (2013) revealed that researchers could differentiate points of view on the meaning of non-material profits obtained from Muslim traders from various ethnicities such as Javanese, Chinese, Arab and Madurese. Non-material benefits according to ethnic Chinese include providing employment opportunities and free time. Arab ethnicity is to add to relationships and as entertainment for old age. The Madurese ethnic group does not require a lot of energy. Ethnic Javanese can give inheritance to their descendants and can set aside income for charity.

Research conducted by Hilal (2014) and Effendi (2021) revealed that in the mechanism for determining buying and selling prices, it is based on a clear opinion that the government should not determine price interventions, while another opinion is that the government may intervene in prices when economic turmoil occurs in society.

Research conducted by Romansyah (2017) states that there are no limits to the process of determining prices based on sales volume according to an Islamic economic perspective, but entrepreneurs must prioritize the common good and code of ethics in trading and that no one party is harmed.

Research conducted by Shofiyah & Ghozali (2021) revealed that according to Ibnu Taimiyah, price intervention by the

government may be carried out in order to maintain the benefit of the people against negative things between the parties to the transaction.

Research conducted by Hadi (2019) revealed that the price setting mechanism in the view of sharia economic law is carried out by looking at market conditions, namely demand and supply. Meanwhile, in the conventional economic view, prices are set based on maximizing profits without considering whether there are parties who feel disadvantaged.

RESEARCH METHODS

This research uses the descriptive method (case study). Where the researcher will examine in detail and in-depth a certain event that occurs in a setting/place, then explain it into an analysis of relevant facts and present it in the form of a narrative. The author will explain how sharia economic law views the position of paying the sale and purchase price using the memorization of the Qur'an. Therefore, this study uses an empirical juridical approach, which is an approach that positions legal sources in assessing the behavior of people's lives (Handayani, 2020). The author uses sources of sharia economic law in examining a buying and selling practice in which the payment of the price does not use money as is the practice of buying and selling in general, but the payment is made using the memorization of the Qur'an.

Sources of data were obtained through two steps of data search, namely first, using interview techniques. The author uses this technique to find data from sources who are considered to have knowledge that is relevant to the object of research. The resource persons in question are the owners of the Majalengka Organic Chicken Noodle Shop and the consumers who pay the price for the product (chicken noodles) by memorizing the Qur'an. This data source is included in the primary data source. Second, documentation

technique. The author collects various literacies in the form of leading books of scholars, books, scientific papers, and various other literacy that are related to the object of research. This data source includes secondary data sources.

This research is qualitative research that uses several data analysis techniques (Handayani, 2020), namely, first, data reduction techniques. A technique that sorts out various data sources that have been obtained and narrows or focuses the various data according to the object of research. Second, is the data presentation technique. A technique of presenting data that has been through a reduction process in a form that is easy to understand and interpret. The author presents the data in narrative form to provide a comprehensive explanation. Third, is the conclusion technique. A technique of pulling a common thread as an integrated essence between one component and another, thus providing an analysis result in the form of scientific facts that can be accounted for.

THEORETICAL FRAMEWORK

Overview of Buying and Selling

One very important variable of a buying and selling transaction is price. The price is used as an exchange for the value of an item which is the right of the seller to seek profit. Prices are formed based on the mechanism of supply and demand in the market. Islam provides freedom and pays attention to the perfection of the supply and demand mechanism. The mechanism is carried out perfectly and is a natural phenomenon, meaning that both are formed through a process of supply and demand mechanisms between the parties based on justice which leads to a mutual agreement on what is contracted (Komarudin & Hidayat, 2017).

The price position is included in the pillars of buying and selling, so it becomes an important variable mandatory as a

commensurate exchange tool for the goods being traded. Thus, the price payment becomes something that must exist when the contract takes place, except in other cases. Prices must be determined, and price payments can be made in cash, respite, or installments according to the agreement of both parties when the contract takes place.

Conditions or causes that affect prices are something that needs to be considered (Mubarok & Hasanudin, 2017), among others:

- a) A condition that often occurs in business, namely a situation that describes the relationship between demand and the availability of goods or commodities being sold.
- b) A condition of feeling reluctant (very respectful) of a seller to a potential buyer. For example, the prospective buyer is the teacher when the seller is still in school.
- c) A condition that the seller is in dire need of cash for various reasons. So it may be that the price of an item sold is below the market price.

The size of the price of a commodity traded is influenced by the various factors above. So that something that becomes the price (*tsaman*) is in the form of useful property/material. The price will position the sellers in terms of making a profit. Because the determination of the selling price usually consists of the cost of goods or the seller's capital to produce the goods plus the additional price the seller takes as profit (Fachrudin, 2017).

This advantage is one of the characteristics of buying and selling transactions. It is illogical if no profit is made in a sale and purchase transaction. Because based on its purpose, the sale and purchase contract is included in the category of *mu'awadhat* contract, which is a special contract for commercial activities. That is, there must be a profit on the transaction made.

The Position of Memorizing the Qur'an in the Akad

Memorizing the Qur'an is an activity of worship that is very noble and useful in the teachings of Islam. So whoever memorizes the Qur'an, Allah Swt. promises a very large reward. When someone has memorized the Qur'an, that person can use his memorization for good things, such as teaching it to others, interpreting its contents, becoming an imam who is fluent in reading, etc. The main discussion is that memorizing the Qur'an is used as a tool to pay the price for the ownership of an item. So, in this case, the author relates the memorization of the Qur'an to the level of dowry given by a prospective husband to his wife.

Dowry is a gift from a man to a woman in the form of material, namely property or benefits, due to the marriage bond (Kafi, 2020). Islamic Sharia does not stipulate the amount of dowry, type, and form but should be determined based on simplicity that provides convenience, and of course, it is prescribed by religion so that the dowry in practice may use memorization or reading the Qur'an.

Scholars have different opinions regarding the dowry of using the memorization of the Qur'an. However, the number of scholars is based on the hadith narrated by Sahl bin Sa'ad, (Abul Husain Muslim an Naisaburi, 1994) namely:

عَنْ سَهْلِ بْنِ سَعْدٍ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ جَاءَتْهُ امْرَأَةٌ وَقَالَتْ: يَا رَسُولَ اللَّهِ، إِنِّي قَدْ وَهَبْتُ نَفْسِي لَكَ، فَقَامَتْ قِيَامًا طَوِيلًا. فَقَالَ رَجُلٌ فَقَالَ: يَا رَسُولَ اللَّهِ، زَوَّجْنِيهَا إِنْ لَمْ يَكُنْ لَكَ فِيهَا حَاجَةٌ. فَقَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: هَلْ عِنْدَكَ مِنْ شَيْءٍ تُصَدِّقُهَا أَيَّاهُ؟ فَقَالَ: مَا عِنْدِي إِلَّا إِرَارِي هَذَا. فَقَالَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: إِنْ أَعْطَيْتَهَا إِرَارَكَ جَلَسَتْ لِي إِرَارٌ لَكَ، فَالْتَمَسَ شَيْئًا. فَقَالَ: مَا أَجِدُ شَيْئًا. فَقَالَ: الْتَمَسَ وَلَوْ خَاتَمًا مِنْ حَدِيدٍ. فَالْتَمَسَ فَلَمْ يَجِدْ شَيْئًا. فَقَالَ لَهُ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: هَلْ مَعَكَ مِنَ الْقُرْآنِ شَيْءٌ؟ قَالَ: نَعَمْ. سُورَةٌ كَذَا وَ سُورَةٌ كَذَا لِسُورٍ يُسَوِّبُهَا. فَقَالَ لَهُ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: قَدْ زَوَّجْتُكَهَا بِمَا مَعَكَ مِنَ الْقُرْآنِ. احمد و البخارى و مسلم

Meaning: "From Sahl bin Sa'ad, the Prophet SAW was actually approached by a woman and said, "O Messenger of Allah, truly I surrender myself to you." Then the woman stood for a long time. Then a man stood up and said, "O Messenger of Allah, marry me to her if you yourself are not interested in her." Then Rasulullah SAW asked, "Do you have anything that you can use as a dowry for her?" He answered, "I don't have anything but these clothes." Then the Prophet said, "If you give your clothes to him then you will no longer be clothed. So look for something else." Then the man said, "I didn't get anything else." Then the Prophet SAW said, "Look for it, even if it is a ring made of iron." Then the man looked for it, but he didn't find it. Then the Prophet SAW asked him, "Do you have memorized the verses of the Koran?" He answered, "Yes. This letter and this letter." He mentioned the names of the letters, then the Prophet SAW said to him, "Indeed I have married you to him with what you have from the Qur'an." (HR. Ahmad, Bukhari, and Muslim)

The meaning of the hadith snippet above is that the Prophet married a friend with no wealth to be used as a dowry, even though it was only an iron ring. So that the Messenger of Allah (Saw.) married his friend with what he memorized (had) from several verses of the Qur'an. What is meant by the Qur'an refers to the redaction of the meaning of the sound of another hadith similar to the hadith above, where Imam Muslim, namely narrated this hadith:

و فى رواية لمسلم: قال: انطلق، لقد زوّجْتُكَهَا فَعَلِمَهَا مِنَ الْقُرْآنِ

Meaning: And in another narration by Muslims: The Prophet Saw. said, "Go, indeed I have married you to him, so teach him the Qur'an". (HR. Muslim).

Indirectly, the dowry given by a friend to his future wife is in the form of wages from teaching the Qur'an. Regarding the dowry in the marriage contract in the form of wages, it is called marriage *bi al-Ijarah*. Where a man gives a dowry to his wife in a way that the man gets wages from a job to the wife, this is allowed by religion through two arguments which are its main basis (Faidhullah, 2018) namely:

First, through the above hadith regarding the actions of the Prophet Muhammad, who allowed his friend to marry a woman for a dowry, he taught some of the holy verses of the Qur'an to his future wife. Second, the story of Prophet Syu'aib As., who married one of his daughters to Prophet Musa AS with the wages of Prophet Musa As., who worked herding goats for eight years, as confirmed in his word Qs. Al-Qashash: 27 (Departemen Agama RI, 2004). The story of the Prophet Syua'ib As. can be a law for the people of the Prophet Muhammad Saw., as long as it does not contradict. This process is called *Syar'un Man Qablana*.

Based on that explanation, the scholars categorize something that can be used as a dowry or not. The Hanafi school argues that a dowry is anything that has a known *tsaman* (price), which can be handed over in a contract, except for something that is forbidden by Allah Swt. So it is valid if the dowry is in the form of gold or silver, either in the form of money or in the form of jewelry or similar forms, as well as in the form of debt or cash (Subhan, 2017).

According to him, it is also legal if the dowry is in the form of personal benefits for goods that can be exchanged for money, such as the benefits of staying at home, the benefits of farming, the benefits of a vehicle, and the like. Meanwhile, marriage with a dowry teaches the wife the holy verses of the Qur'an, either in part or all of it, or even teaches religious law. So, according to Hanafi jurists who are *mutaqoddim*, it is illegal to receive compensation in the form of

wealth from the teaching with the argument of the word of Allah Swt. in Qs. Al-Nissa: 24, namely: ordering a man who intends to marry a woman must give his dowry (perfectly) with his wealth as an obligation (Departemen Agama RI, 2004).

In contrast to the Hanafiyyah *mutaqoddim* scholars. The Hanafi *Muta'akhirin* scholars stated in the form of a fatwa that it is permissible to get wages from teaching the Qur'an or laws related to religious foundations, with the argument that the conditions for human needs must be met to keep him busy, the teacher as a teacher cannot teach the Qur'an without the wages. Therefore, reinforced by the hadith narrated above, it is permissible to take wages from teaching the holy verses of the Qur'an and religious laws and make it a dowry in the marriage contract (Nurhadi, 2018).

Meanwhile, according to the Syafi'iyah scholars and some *Malikiyyah* it is permissible to make wages from teaching the holy verses of the Qur'an as a dowry for women (Al-Zuhaili, 2006). The basis is the hadith narrated by the Muslim above. Therefore, the important emphasis is that it is not permissible to memorize the holy verses of the Qur'an, which are sung during the marriage contract as a legal dowry. However, teaching something from the holy verses of the Qur'an (through memorizing the Qur'an) to women at the time of the marriage contract is permissible because it can be categorized as something that has a reward from teaching. This shows that it is permissible to give a dowry in the form of something small, and it is also permissible for useful services as a dowry, while in this case, teaching the Qur'an includes useful services (Nurhadi, 2018).

Therefore paying the dowry is everything that must be given by a man who shows the importance of the marriage contract (Yenti, Busyro, Ismail, Rosman, & Wadi, 2020). In addition, the dowry given to a woman means respecting and glorifying women and giving good intentions to have a

good relationship with her which will strengthen the continuity of the marriage contract. Although in the opinion of scholars, the dowry is not a pillar, nor is it a requirement in the marriage contract (Damis, 2016). However, it is an obligation in the marriage contract as a result of the marriage contract.

RESULT AND DISCUSSION

Excavation of the Legal Position of Memorizing the Qur'an as a Price Payment Media

Based on the explanation above regarding the position of price and dowry, one common thread that can be drawn into a conclusion that gives a complete picture is to equalize the position between paying the price and dowry by memorizing the Qur'an through the qiyas method. The *qiyas* method is a method of taking the law that equates or measures an event or event that has no provisions in the texts with events that have legal provisions in the texts because there are similarities in the *'illat* law. In taking legal decisions using the qiyas method, we must pay attention to the terms and pillars. The pillars of qiyas, according to *ushul fiqh* scholars, consist of four (Sanrego & Ismail, 2015), namely:

- a) *Ashl*, is a legal provision that has been listed and stipulated in the Qur'an and Al-Hadith as well as *Ijma'*.
- b) *Far'u* (events or events to be explored/determined by law) are events that do not exist and are not explained in detail by texts or *ijma'* so that the law will be determined.
- c) *'Illat* (legal motivation) is a trait that becomes a motivation in determining the law.
- d) *Hukm al-Ashl* (the law determined by texts or *ijma'*) is a *syara'* law that will later be applied to *far'u*.

The use of the qiyas method in the above case is as follows:

Table 2. Determination of Qiyas Method

<i>Al-Ashlu</i>	<i>Al-Far'u</i>	<i>'illat</i>	Law
Paying the dowry by memorizing the Qur'an (teaching the Qur'an)	Paying the price by memorizing the Qur'an (teaching the Qur'an)	Replacement	Mubah (can do)

Source: Research Results

Based on the table above can illustrate that the position of paying prices by memorizing the Qur'an enforced by the Majalengka Organic Chicken Noodle Shop is legal/permissible with various details as follows:

- a) *Al-Ashl*, in this case, paying a dowry by memorizing the Qur'an, means teaching the Qur'an according to the interpretation of the Hanafiyyah *Muta'akhirin* scholars, Shafi'iyah scholars, and some Malikiyyah that it is permissible to take wages of teaching the Qur'an. Therefore, memorizing the Qur'an is a way to teach the Qur'an that generates wages. The dowry must be in the form of property/material, so the wages of teaching the Qur'an, according to the Syafi'iyah scholars, explain the meaning of property, including assets in the form of benefits.
- b) *Al-Far'u*, as an object or event for which there is no stipulation in the text, is to pay the sale and purchase price of Majalengka Organic Chicken Noodles at a price in the form of memorizing the Qur'an (teaching the Qur'an), the position is the same as paying dowry according to *al-Ashl* above. The position of paying the dowry with the Qur'an (teaching the Qur'an) (*al-Ashl*) is a result of the marriage contract, while the position of paying the price by memorizing the Qur'an is a pillar of the

sale and purchase contract transaction that is obligatory—fulfilled in perfecting the contract.

- c) *'illat*, the motivation for the law, in this case, is a replacement. The intention is to pay a dowry given by a groom to a bride in a marriage contract as a replacement and appreciation for the honor and holiness of a woman who will belong to a man forever with a marriage contract. This provision follows the opinion of scholars who equate marriage contracts with buying and selling. At the same time, paying the price made by a buyer to a seller as a commensurate replacement for the goods purchased by the buyer is accompanied by the transfer of ownership of the goods to the buyer.
- d) *Hukm al-Ashl*, giving a dowry by memorizing the Qur'an (teaching the Qur'an) is permissible/permissible, so paying the price by memorizing the Qur'an (teaching the Qur'an) is also permissible/ can.

A Review of Sharia Economic Law on the Position of Memorizing the Qur'an as a Price Payment Media

Based on legal excavation (*istinbath al-ahkam*) through the qiyas method above, the review of sharia economic law on the position of paying the sale and purchase price by memorizing the Qur'an means a payment to teach the Qur'an to the seller. Thus, the buyer pays wages (wealth in benefits) for teaching the Qur'an. So that in *muamalah fiqh*, the practice of paying the sale and purchase price is legally permissible/permissible following fiqh rules, including:

الأَصْلُ فِي الْمُعَامَلَةِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا

Meaning: “The original law in all forms of *muamalah* is permissible unless there is evidence that forbids it” (Haidar, 1991).

This rule has the intention that every form of *muamalah* in the narrow sense of *muamalah* and transactions are permissible/permissible, just like buying and selling, unless there is an argument that forbids it as in the practice of buying and selling, there are harm, deception, gambling, and usury, then the law becomes illegal to do. Then between the two parties who make the sale and purchase transaction contract, there must be mutual consent or mutual consent so that the transactions carried out are valid and do not cause compulsion, and of course, neither party feels cheated. As stated in the rule (Djazuli, 2016).

الأَصْلُ فِي الْعَقْدِ رِضَى الْمُتَعَاقدَيْنِ وَنَتِيجَتُهُ مَا التَّرَمَهُ بِالْتَعَاقدِ

Meaning: “The law of origin in the transaction is the pleasure of both parties to the contract, the result is the validity of the contract made” (Haidar, 1991).

In this case, there are several provisions and limitations regarding the position of buying and selling payments by memorizing the Qur'an, among others: First, buying and selling payments by memorizing the Qur'an (teaching the Qur'an) must be intended by teaching Al-Qur'an so that there are wages earned and used to pay the price for goods purchased by consumers. If you recite the Qur'an by rote just to get goods, then the law is not allowed.

Second, the partial implementation of the practice of buying and selling payments by memorizing the Qur'an (teaching the Qur'an) is one way of getting multiple benefits. The point is that the benefits obtained are both material and non-material benefits (blessings).

Third, the practice of buying and selling payments by memorizing the Qur'an (teaching the Qur'an) as part of practicing the wisdom and ethics of buying and selling. The point is that in buying and selling, a trader is encouraged to give alms as a method to clean up the wealth that is produced from illicit assets.

Fourth, the implementation of the practice of buying and selling payments by memorizing the Qur'an (teaching the Qur'an) must be intended to seek the pleasure of Allah Swt., not be used as a mere marketing method, because if the intention to apply the payment method is wrong, then be careful. Be careful with the threat of Allah Swt. in the Qur'an Surah Al-Baqarah: 41, (Departemen Agama RI, 2004), among others:

وَأْمِنُوا بِمَا أَنْزَلْتُ مُصَدِّقًا لِمَا مَعَكُمْ وَلَا تَكُونُوا أُولَٰ كَافِرِينَ بِهٖ
وَلَا تَسْتَرْوْا بِآيَاتِي ثَمَنًا قَلِيلًا وَإِنِّي فَاتِقُونَ

Meaning: And believe in what I have sent down (the Koran) which confirms what you have (the Torah), and do not be the first to disbelieve in it, and do not exchange My verses for a low price, and only for I am the one you must fear.”

What needs to be underlined is the word sell My verses cheaply. According to Hasan Al-Basri, in interpreting Ibn Kathir, the word's meaning is the world and everything in it (Ibnu Katsir, 2000).

Fifth, in practice, if paying the price by memorizing the Qur'an (teaching the Qur'an) is done after eating the purchased item, the law may be based on custom (*Urf*) which does not conflict with the Sharia, as long as both parties are mutually exclusive willing/pleased. Meanwhile, if paying the price by memorizing the Qur'an (teaching the Qur'an) is done before eating the purchased item, this includes buying and selling that should. However, because the form of price in payment is in the form of benefits (wages for teaching the Qur'an), the practice of paying the price can be equated with a *ju'alah* contract, namely an agreement to provide a clear and predetermined reward for a particular job that is difficult to learn. Alternatively, it cannot be done by just anyone.

Something was exchanged (Mubarok & Hasanudin, 2017), namely between *al-Ju'al* (reward) and *al-Natijah* (certain achievement (achievement)). In this case, memorizing the Qur'an (teaching the Qur'an) is an

achievement that must be completed first so that the seller gives a reward in the form of goods/food (1 portion of chicken noodles). However, in the practice of paying the price, the seller said, this was purely a practice of buying and selling, not just a competition for anyone who memorized the Qur'an and not just a certain marketing technique.

Thus, the payment practice is enforced by the seller to seek the pleasure of Allah Swt. and grow the consumer's love for the Qur'an. As in the rules of *fiqh*, (Azhari, 2015) among others:

الْعِدَّةُ فِي الْعُقُودِ لِلْمَقَاصِدِ وَالْمَعَانِي لَا لِلْأَلْفَافِ وَالْمَبَانِي

Meaning: “What is used as a guide in the contract is the intent (goal) and meaning (nature or substance), not *lafadz* and editorial composition” (Al-Suyuti, 1991).

Therefore, the position of paying prices using memorizing the Qur'an (teaching the Qur'an) is permissible as long as the above provisions and limitations are considered, and of course, in practice, nothing is contrary to sharia economic principles. These legal provisions provide legal certainty for the phenomenon of buying and selling transactions in a variety of forms. Every transaction has legal consequences that must be studied and explored extensively. The transactions carried out must, of course, follow sharia provisions to provide benefits for those who do them.

CONCLUSION

The view of sharia economic law on the media for payment of buying and selling prices using memorization of the Qur'an is Qiyaskan by giving a dowry in the marriage contract. Giving a dowry is allowed to use memorization of the Qur'an with the obligatory provisions that it is intended to teach the Qur'an. So indirectly, the groom pays the dowry with *ujrah* from the teaching, as well as the buyer in the practice of buying and selling. *Ujrah* in question is in the form of benefits, while benefits include property in

the view of the Syafi'iyah scholars. So between the dowry and the price, both are something that must have qimah madiyah (value of the property). So based on that, the pillars of buying and selling have been fulfilled properly, and there is a profit. However, profits are not only in the form of material but in the form of non-material benefits, which will lead to a business concept that is full of blessings. So that the position of the media for paying the sale and purchase price using the memorization of the Qur'an (teaching the Qur'an) is legal and may be done on the condition that it meets the conditions and limitations above.

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