

## The Practice of Money Arisan with an Auction-Based Drawing System in Nagori Perlanaan: A Study in Islamic Economic Law

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### Abstract

This study examines the practice of *money arisan* with an auction-based drawing system in Nagori Perlanaan through the lens of Islamic economic law. *Money arisan*, a form of social financial gathering popular in Indonesia, has evolved into various systems, including auction-based mechanisms. This research explores its unique practices and compliance with Islamic legal principles. Utilizing an empirical legal approach, the study analyzes data collected through field observations and interviews with participants of the *money arisan*. The legal framework is evaluated based on Islamic jurisprudence (*fiqh*), supported by Quranic verses and Hadith. The mechanism involves members bidding with the highest monetary offer to win the *arisan* in each period, starting from the second cycle of 38 total cycles. Winners in earlier cycles receive less money due to bid deductions, while those in later cycles benefit from accumulated funds. The *arisan* structure includes privileges for the chairman and administrative penalties for withdrawal. While the practice fosters financial cooperation, it introduces elements akin to *riba* due to unequal benefits and the presence of profit-oriented borrowing among members. This contravenes Islamic principles, which emphasize fairness and mutual benefit in financial transactions. The practice of *money arisan* with an auction-based system in Nagori Perlanaan, though innovative, is deemed non-compliant with Islamic economic law as it involves elements of *riba*. Legal reform is necessary to align such practices with Sharia principles.

**Keywords:** Money Arisan, Auction System, Islamic Economic Law, Riba, Financial Practices

### Abstrak

Penelitian ini mengkaji praktik arisan uang dengan sistem undian berbasis lelang di Nagori Perlanaan melalui perspektif hukum ekonomi Islam. Arisan uang, sebagai bentuk pengumpulan dana sosial yang populer di Indonesia, telah berkembang menjadi berbagai sistem, termasuk mekanisme berbasis lelang. Penelitian ini mengeksplorasi praktik unik tersebut dan kepatuhannya terhadap prinsip-prinsip hukum Islam. Dengan pendekatan hukum empiris, studi ini menganalisis data yang dikumpulkan melalui observasi lapangan dan wawancara dengan peserta arisan uang. Kerangka hukum dievaluasi berdasarkan yurisprudensi Islam (*fiqh*), didukung oleh ayat-ayat Al-Qur'an dan Hadis. Mekanismenya melibatkan anggota yang mengajukan penawaran uang tertinggi untuk memenangkan arisan di setiap periode, dimulai dari siklus kedua dari total 38 siklus. Pemenang di siklus awal menerima lebih sedikit uang karena potongan penawaran, sementara pemenang di siklus akhir memperoleh manfaat dari akumulasi dana. Struktur arisan mencakup keistimewaan bagi ketua dan penalti administratif untuk anggota yang mundur. Meskipun praktik ini mendorong kerja sama finansial, terdapat unsur *riba* akibat ketidakadilan manfaat dan keberadaan pinjaman yang berorientasi pada keuntungan di antara anggota. Hal ini bertentangan dengan prinsip Islam yang menekankan keadilan dan manfaat bersama dalam transaksi keuangan. Praktik arisan uang dengan sistem berbasis lelang di Nagori Perlanaan, meskipun inovatif, dianggap tidak sesuai dengan hukum

*ekonomi Islam karena mengandung unsur riba. Reformasi hukum diperlukan untuk menyelaraskan praktik ini dengan prinsip-prinsip syariah.*

**Kata Kunci:** *Arisan Uang, Sistem Lelang, Hukum Ekonomi Islam, Riba, Praktik Keuangan*

## **Introduction**

Muamalah is carried out not only as a fulfillment of daily life but also as a sincerity without any element of coercion, taking advantage of narrowness, maintaining the values of justice, and avoiding elements of persecution (Hasibuan & Siregar; Siregar et al., 2020). In this regard, one of the known forms of muamalah is arisan (Ruwaidah et al., 2021). Arisan still exists today and is in demand by many people in various regions of Indonesia. In addition, arisan has various names depending on the area where the arisan is called. After all, arisan is also practiced in Muslim countries in various parts of the world (Rozikin, 2019). However, there is a metamorphosed tendency that arisan have become a luxury of life (Ramadhita & Khoiriyah, 2020). In principle, arisan is an agreement between members to spend money with the same nominal. After that, at each periodic meeting, one is entitled to receive the money collected based on the agreement (Tarmizi, 2018) in the form of debt-receivable.

Therefore, at least the purpose and wisdom of debt-receivable is that in life, associations always provide convenience for someone because among us financially some are sufficient and there are those who are lacking. Those of us who are in need can take advantage of the debt-receivable from us who have enough (Syarifuddin, 2014) so that arisan become a way out of someone's needs and desires that they cannot meet in reality (Putri & Suryaningsih, 2018). Finally, arisan between saving and debt that we often do together in one activity. Meanwhile, not many of us are able to save to meet our needs, but we prefer debt-receivable (Azizah & Aliyudin, 2021).

Different types of arisan also trigger different recognition patterns (Baihaki & Malia, 2018), such as money arisan, basic food arisan, harvest arisan, and even gold arisan (jewelry). Arisan money can be obtained at the beginning, middle, and end of the arisan money period (Arianti & Sari, 2022). In general, the most practiced in society is money arisan. Nevertheless, economic transactions with money are easy, simple, and have a benchmark value that is easy to calculate (Syarbaini, 2022). In this case, the object agreed in the money arisan is the money itself (Supramono, 2014).

The *money arisan* contributions in Nagori Perlanaan are predetermined by agreement among members, and the funds are allocated through an auction system (Wardhani, 2021). This process continues until every member has won once, marking the completion of the *arisan* cycle (Amelia & Mulyani, 2021). The practice begins with members joining the *arisan* and paying their contributions as agreed. Notably, the participants include both men and women.

Members bid by writing their proposed auction amounts on prepared slips, aiming to win the *arisan* money for that period. This system allows flexibility, as members can choose whether or not to bid and are not restricted by minimum or maximum amounts, reducing financial pressure.

The chairman oversees the process by determining the winner based on the highest bid. In cases of identical bids, the chairman negotiates with the bidders to decide the winner (Soeharno, 2008). Afterward, the chairman distributes the *arisan* funds to the winner, deducting the bid amount from the total. The deducted bid money is then distributed among members who have not yet won, ensuring equitable allocation. Members who have previously won do not receive further distributions. This structured approach provides opportunities for participants in financial need while maintaining fairness across the group.

In the practice of *money arisan* in Nagori Perlanaan, the auction system does not apply to the chairman of the *arisan* for specific reasons. First, the chairman is granted the privilege of winning the first-period *arisan* without participating in the auction, as agreed upon by all members beforehand. Second, the chairman acts as the controller of the *arisan* funds, using the initial period's money as capital to cover any late payments from members. This ensures the smooth operation of the *arisan*. Third, the chairman does not receive the distributed auction profits, which are reserved exclusively for participating members who have not yet won in that particular period. These arrangements are pre-established in agreement with all members to maintain the system's integrity and functionality.

Thus, the urgency of this research is expected to be useful and contribute to a research topic on the practice of money arisan in Nagori Perlanaan which is drawn by auction system in the field of muamalah science. At the very least, followed by the process of scientific thinking based on data and facts, this research is interesting to research. If so, then the problems of this research are in the form of: (1) The mechanism of the practice of money arisan in Nagori Perlanaan which is drawn by auction system; (2) Losses and profits obtained from the practice of money arisan in Nagori Perlanaan which are drawn by auction system; and (3) A review of Islamic law on the practice of money arisan in Nagori Perlanaan which is drawn by auction system.

The essential differences with previous research as research gaps include: (1) Abdullah (2016). Arisan as a lifestyle; (2) Lathip (2019). The practice of buying and selling money arisan; and (3) Hidayat (2019). The law of taking the benefits of *qardh* on the practice of money arisan, while the similarities of previous research as research gaps include: (1) Khotama (2017). Arisan practice with an auction system; (2) Arifah and Mardian (2020). Analysis of *qardh* and *muzayyadah* on the practice of money arisan with an auction system; (3) Azizah (2022).

Implementing the qardh contract with a guarantee of money arisan; and (4) Wardani (2022). Arisan money with an auction system.

In Islam, the legal basis for money gathering, *riba*, and debts is clearly referenced in the Qur'an and Hadith. One relevant verse is QS An-Nisaa'/4:29, which states: “*O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful.*” This verse emphasizes the importance of justice and transactions based on mutual consent. The prohibition against unjust consumption of wealth includes all forms of exploitation, injustice, or unauthorized benefit from others' property. Therefore, if the practice of *arisan* is conducted based on mutual consent and no party is harmed, it can be considered compliant with Sharia.

The Hadith of Prophet Muhammad (peace and blessings be upon him) further reinforces this principle. In Sunan Ibn Majah No. 2176, the Prophet said: “*Buying and selling are only valid when done with mutual pleasure.*” This Hadith underlines that every transaction in muamalah must be conducted with the full consent of all parties involved, free from coercion or harm. This principle is also relevant in the context of *arisan*, where all participants must feel satisfied and not be disadvantaged in its implementation.

The concept of *money arisan* with an auction system involves the periodic collection of money or goods of equal value by a group of individuals, where the winner is determined through a specific mechanism. Poerwadarminta (2007) described *arisan* as the collection of goods or money among participants, which is periodically distributed to one member as the winner. Rahmah (2019) added that *money arisan* specifically refers to monetary contributions agreed upon by participants in a group. In an auction-based *arisan*, as defined by Nida and Zafi (2020), participants compete by submitting the highest nominal bids to win the collected money during a designated period. Hazmi (2020) elaborated that this system requires members to place bids during meetings, and the highest bidder receives the *arisan* money for that period. However, Sumarni (2018) pointed out that such a system often involves *riba fadhl*, a form of interest arising from unequal exchanges, which can lead to the prohibition of buying and selling within *money arisan*. Despite this, if viewed strictly in terms of the conditions of buying and selling, *money arisan* with an auction system may fulfill the basic requirements of a valid transaction.

Debt-receivable refers to money or goods lent with the obligation to repay the exact amount or item received (Rasjid, 2018; Muslich, 2022). In Islamic jurisprudence (*muamalah fiqh*), this concept is known as *qardh*, which emphasizes the return of the loan without any additional payment (Rofi'ah & Fadila, 2021; Pradesyah, 2018; Nawawi, 2012; Mubarak & Hasanudin, 2018). Any additional benefit in a debt-receivable contract is considered *riba* and

is prohibited (Pardiansyah, 2022; Hasanah, 2014). *Riba* is defined as an excess payment without proper justification, leading to injustice (Zuhdi, 1992; Karim, 2010). Shihab (2007) notes that the prohibition of *riba* in the Qur'an highlights its potential for exploitation and harm.

This study offers novelty by examining the practice of *money arisan* with an auction-based system in Nagori Perlanaan through the lens of Islamic economic law, a perspective rarely explored in previous research. Unlike traditional *arisan*, this system incorporates competitive bidding, raising critical questions about its compliance with Sharia principles. The study is significant as it addresses the economic and ethical implications of such practices, highlighting potential issues of *riba* and inequity while providing insights into how cultural and economic innovations can align with Islamic jurisprudence. By focusing on a unique case study, this research contributes to the broader discourse on adapting traditional financial practices to modern ethical and legal standards.

## **Methods**

This study employs a field research design using an empirical legal approach to examine the practice of *money arisan* with an auction-based system in Nagori Perlanaan. The empirical legal approach emphasizes the application of legal principles to real-world scenarios, analyzing the behavior and practices of individuals in their social and cultural context (Soekanto & Mamudji, 2015). Data collection was conducted through direct observation and engagement with participants, capturing their interactions and decision-making processes within the *arisan* system (Fajar & Achmad, 2010). This approach allows for an in-depth understanding of how legal and ethical norms are applied and interpreted in the community, providing a nuanced analysis of the compliance of these practices with Islamic economic principles. The research methodology bridges the gap between theoretical legal frameworks and their practical implementation in everyday financial practices.

## **The Mechanism of the Practice of Money Arisan in Nagori Perlanaan which is Drawn by the Auction System**

The mechanism of the practice of money arisan in Nagori Perlanaan, which is drawn by auction system, is the joining of members of the money arisan plus the chairman of the money arisan, totaling 38 people. At least, there will be 38 times the withdrawal period of arisan money in Nagori Perlanaan drawn by the auction system. It is a record for members, especially those who have won the money arisan early, to continue to pay contributions until the completion of the money arisan period, which is 38 times. However, for members of the money arisan who have not won the money arisan can leave of their own volition. The contributions that have

been paid can be taken by him after all members of the money arisan have won the money arisan with the auction system. However, he was subject to an administrative fee fine of IDR 100,000.00 and or equal to the amount of payment of this arisan contribution.

After that, it was agreed that the withdrawal period for money arisan in Nagori Perlanaan, which is drawn by the auction system began on the 15th of every month. Another agreement is for the withdrawal of the first period, which is devoted to the chairman of the money arisan who gets the privilege of winning the auction without being drawn and makes the highest nominal offer of money to win the money arisan. Another thing that has been agreed upon is that the chairman of the money arisan is not only entrusted as the controller of the money arisan, but the chairman of the money arisan also does not get the highest nominal distribution of the auction money like the members of the money arisan who have won the money arisan.

Therefore, the mechanism of the practice of money arisan in Nagori Perlanaan which is drawn by auction system is as follows:

1. In the first period, the members including the chairman of the money arisan jointly make a payment of the arisan money fee of IDR 100,000.00. For this first period, as previously explained, it is devoted to the chairman of the money arisan. For this reason, the chairman of the money arisan is entitled to receive arisan money of IDR 3,800,000.00. The arisan money received by the chairman of the money arisan will later be used as capital.
2. In the second period, the members of the money arisan including the chairman of the money arisan jointly make a payment of the arisan fee of IDR 100,000.00. Furthermore, the chairman of the money arisan conducts an auction that is drawn by an auction system based on the bid from each member of the money arisan with the highest nominal money to get the winner of the second period auction. Later, the nominal amount of arisan money received by the winner of the second period of money arisan will be reduced by the nominal amount of auction money that has been offered by him previously. This means, that the arisan money received by the auction winner who is drawn by the auction system is a subtraction from the nominal amount of money obtained plus the nominal auction bid money from the previous auction winner by him as profit money. Mrs. Yuyun was obtained as the winner of the second period of the money arisan which was drawn by the auction system with a nominal auction bid of IDR 500,000.00. The total money received by Mrs. Yuyun as the winner of the money arisan drawn by the auction system in this second period after deducting the auction bid money of IDR 3,300,000.00. By the chairman of the money arisan, Mrs. Marpaung, the auction bid money of IDR 500,000.00 was given to the members of the money arisan who had not won the money arisan, namely 36 people. So, these 36 people got a profit of IDR 13,888.00 each.

3. In the third period, in the same way as in the second period, the members of the money arisan including the chairman of the money arisan jointly make a payment of the arisan money fee of IDR100,000.00. Mrs. Parni was obtained as the winner of the third period of the money arisan which was drawn by the auction system with a nominal auction bid of IDR 350,000.00. The total money received by Mrs. Parni as the winner of the money arisan drawn by the auction system in this third period after deducting the auction bid money of IDR 3,450,000.00. Then, added to the profit of IDR 13,888.00 that Mrs. Parni got from Mrs. Yuyun (the winner of the second period money arisan) so that the total money received by Mrs. Parni was IDR 3,463,888.00. By the chairman of the money arisan, Mrs. Marpaung, the auction bid money of IDR 350,000.00 was given to the members of the money arisan who had not won the money arisan, namely 35 people. So, these 35 people got a profit of IDR 10,000.00 each.
4. In the fourth period, in the same manner as in the second and third periods, the members of the money arisan including the chairman of the money arisan jointly make a payment of the arisan fee of IDR 100,000.00. Mrs. Lasmi was obtained as the winner of the fourth period of the money arisan which was drawn by auction system with a nominal auction bid of IDR 500,000.00. The total money received by Mrs. Lasmi as the winner of the money arisan drawn by the auction system in this fourth period after deducting the auction bid money of IDR 3,300,000.00. Then, added to the profit money of IDR 13,888.00 that Mrs. Lasmi got from Mrs. Yuyun (the winner of the second period money arisan) then added the profit money of IDR 10,00.00 that Mrs. Lasmi got from Mrs. Parni (the winner of the third period money arisan) so that the total money received by Mrs. Lasmi was IDR 3,323,888.00. By the chairman of the money arisan, Mrs. Marpaung, the auction bid money of IDR 500,000.00 was given to the members of the money arisan who had not won the money arisan, namely 34 people. So, these 34 people got a profit of IDR 14,705.00 each.
5. The fifth period and so on until the completion of the 38-time money arisan period.

Therefore, the mechanism of the practice of money arisan in Nagori Perlanaan which is drawn by the auction system is only carried out in the second period until the completion of the money arisan period, which is 38 times. In addition, the nominal amount of money received by each member of the money arisan who has won the money arisan with the auction system until the completion of the 38 times the period of the money arisan period is certainly different from each other. This happens because of the different nominal auction bid money offered by each of the winning members of the money arisan drawn by the auction system. Therefore, it should be understood that the arisan money received by the auction winner who is drawn by the auction

system is a subtraction from the nominal money obtained plus the nominal auction bid money from the previous auction winner as profit money.

### **Losses and Profits Obtained From the Practice of Money Arisan in Nagori Perlanaan which are Drawn by Auction System**

Yaasin (2021) criticized that in addition to helping, money gatherings are carried out because of the sense of trust of the members of the money arisan. According to Rambe (2020), a muamalah activity can be said to be debt-receivable if the harmony and conditions of debt-receivable are met, then debt-receivable should be carried out on commodities that are justified in Islam. Mustofa (2016); Aziz & Ramdanyah (2016) clarified that in debt-receivable there is an element of easing the burden of others without having to expect a recompense. Debt-receivable must also be separated from commercial and profit-oriented business elements.

However, not with Rahmawati & Istianah (2022) who underlined that the winners of the money arisan who won the money arisan drawn by the auction system have indirectly been given money loans by the members of the money arisan who have not won the money arisan. Muin & Hadi (2018) argue that money arisan drawn by the auction system is actually detrimental to the winner of the money arisan. Therefore, members who take part in the money arisan that is drawn by the auction system certainly do not bear to bid at the auction with the highest nominal auction money in order to win the money arisan so that it is very risky. In other words, it has an impact on the loss of reducing the nominal amount of auction money obtained by the winner of the money arisan.

Fahmi (2017) emphasized that the longer the members of the money arisan win, the more money they get as a profit. On the contrary, too. If the sooner the members of the money arisan win the money arisan, then the less money they get as a profit. This is contrary to the concept of debt-receivable because the essence of the motivation for the practice of money arisan is to help each other among the members of the money arisan.

From the mechanism of the practice of money arisan in Nagori Perlanaan which is drawn by the auction system, the money received by the members of the money arisan from one member to another is certainly uneven, not the same amount, and certainly different from each other. This means, that the members of the money arisan who first win the money arisan will get a total of less money compared to the members of the money arisan who win the money arisan after the period as profit money. In the end, the members of the money arisan who won the money arisan with a longer period will get a total of more money than the members of the money arisan who have won the money arisan in the previous period as profit money.



## **A Review of Islamic Law on the Practice of Money Arisan in Nagori Perlanaan which is Drawn by Auction System**

Any excess agreed upon at the outset of a transaction, classified as profit money, constitutes *riba* because it involves an addition to the principal amount without an actual transaction (Ipandang & Askar, 2020). This includes debt-receivable arrangements, where any addition beyond the original amount is unjustifiable unless supported by clear and legitimate reasons (Antonio, 2015). Additional charges incurred due to delays in settling debt-receivables also fall under the category of *riba* (Chair, 2014). Moreover, *riba* may arise from both sale and purchase contracts as well as debt-receivable agreements, further reinforcing its prohibition in Islamic law (Muhajirin, 2019).

Research shows that while Muslims commonly engage in debt-receivable transactions, many practices are not in accordance with Islamic law. Although debt-receivable is justified in Islam, it must be repaid, making it obligatory for Muslims to address the matter with care (Andriyana, 2020). The practice of buying and selling *arisan* money in debt-receivable transactions should be avoided, as it fails to meet one of the fundamental pillars of a valid sale (Zaenab & Fathullah, 2022). Additionally, *arisan* with an auction system contains elements of injustice among members, rendering it invalid under Islamic law, particularly in the case of *money arisan* (Astutik, 2008). Furthermore, *money arisan* is often suspected of involving *riba*, which disrupts the intention of fostering goodwill and mutual support (Azimah, 2021; Sahrani & Abdullah, 2011).

In this context, members of the money arisan who have not won the money arisan drawn by the auction system are the same as saving and will get a total of more money than the members of the money arisan who have won the money arisan in the previous period as profit money. Meanwhile, for members who have won the money arisan drawn by the auction system, it is the same as debt-receivable because there is money borrowing with other members who have not won the money arisan. Therefore, the money arisan agreement that has been previously agreed upon together with the members of the money arisan in Nagori Perlanaan that is drawn with this auction system can be damaged because in practice it is suspected to be loaded with *riba*. This *riba* occurs because there is an additional money in the form of money that is required as profit money received due to the suspension of the settlement of debt-receivable from members of the money arisan who have won the money arisan.

Thus, the practice of money arisan in Nagori Perlanaan which is drawn by auction system is categorized *riba* debt-receivable because there is money borrowing with other members who have not won the money arisan and the law is haram. After all, money arisan does not meet the

criteria of profit with risk and business results appear with costs. Therefore, this money arisan contains the exchange of the obligation to bear the burden only because of the passage of time.

## Conclusion

In conclusion, the practice of *money arisan* in Nagori Perlanaan, conducted through an auction-based system, reveals several key findings. First, the mechanism operates from the second cycle until the 38th cycle, completing the entire *arisan* period with a structured process that determines winners based on the highest bids. Second, the system presents both advantages and disadvantages. Members who win earlier cycles receive less money overall due to bid deductions, while those winning in later cycles benefit from larger accumulated funds, creating an unequal distribution of benefits. Third, from the perspective of Islamic law, this practice is categorized as involving *riba* in the form of debt-receivable, as it entails borrowing from members who have not yet won, with the addition of benefits that violate Sharia principles. Consequently, the practice is deemed impermissible (*haram*) under Islamic economic law due to its non-compliance with the fundamental principles of fairness and mutual benefit.

This study is limited by its focus on a single case study in Nagori Perlanaan, which may not fully represent the diversity of *money arisan* practices across different regions and cultural contexts. Additionally, the research primarily relies on field observations and does not incorporate broader quantitative data or comparative analyses. Future research should explore similar *arisan* systems in various settings to provide a more comprehensive understanding of their mechanisms and implications. It is also recommended to examine alternative models of *arisan* that align more closely with Sharia principles, potentially offering solutions that are both equitable and compliant with Islamic economic law.

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