

Understanding Islamic Economic Principles and Their Relevance to Challenges in the Digital Age

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Abstract

The times have given rise to various innovations, technology and digitization. These changes are of course closely related to the economic and social activities of the community, therefore it is important to understand how the principles of Islamic economics lay the foundations of economic policies that are developed based on the instructions of the Qur'an and Sunnah in facing various challenges in the digital era of globalization. Through a study with a qualitative approach, this study aims to describe the relevance of policies in the Islamic economy to changes in economic activity in the digital era. The method used in this research is library research or literature review, which collects data from the literature and other sources that support and are related to the discussion in this study. The results of the discussion in this study: 1) The relevance of the digital era is very clear in relation to changes in economic cases including information transactions, finance transactions and goods transactions. 2) Economic transactions with their various changes in the digital era, do not conflict with Islamic economic principles as long as they are in accordance with the validity of a contract, and meet the requirements and applicable laws. This research is limited to a qualitative approach through literature review which can be redeveloped with another approach using data analysis methods in case studies, considering the many contemporary economic cases that can be used as research material. This study illustrates the important role of a *proposition* through Islamic economic principles, where a limited *argument* can answer unlimited contemporary economic cases.

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INTRODUCTION

The times have given rise to various innovations, technology and digitization. These changes are of course closely related to the economic and social activities of the community, so that such massive changes have changed the basis of life, especially in the economic aspect, which is seen in the change in trade transactions from conventional to digital-based ones. Changes in these transactions have given rise to many contemporary economic cases, which are a challenge for Islamic economists regarding the suitability of these transactions with the basis of the Qur'an and Sunnah. The previous *salaf* scholars have done a lot of *ijtihad* by prioritizing an attitude of prudence and piety, both in the form of understanding the conclusions of the arguments or their conclusions on transaction cases they encounter.

It is this digitalization challenge that needs to be considered and becomes the focus of discussion in this research, which requires a deep understanding of the arguments in the Al-Quran and Sunnah as the main foundation in all lines of life that have been revealed 14 centuries ago, but the commands in it are still relevant to respond to the times. As Allah says in Surah 16:[89], "We have sent down to you the Book (al-Quran) to explain everything and guidance and mercy and good news for the Muslims." Therefore, it is important to understand how the principles of Islamic economics lay the foundations of economic policies that are developed based on instructions from the Quran and Sunnah in facing various challenges in the digital era.

With the background described in the previous paragraph, through a study with a qualitative approach, this study aims to describe the relevance of policies in the Islamic economy to changes in economic activity in the digital era and the application of the arguments in changing digital-based transactions. In accordance with the purpose of this study, the results of this study are expected to contribute in the form of direction for managerial decision makers. In this case, the Financial Services Authority (OJK) and Bank Indonesia are required to cooperate with the National Sharia Council of the Indonesian Ulama Council (MUI) to make appropriate policies related to the supervision of digital-based economic transactions from the consumer side and service providers in accordance with sharia economic principles.

For readers, especially Muslims, it is hoped that this research can provide an overview in the

form of information to better understand Islamic economic principles in their application to digital-based economic transactions. And as a form of prudence on transactions carried out so that they are free from *riba*, *gharar*, *maisir*, and various Sharia violations that are not in accordance with the Al-Quran and Sunnah.

THEORETICAL FRAMEWORK

Principles of Islamic Economics

As a science, Islamic economics has basic principles that underlie its science. According to Supriyanto (2005), there are several principles of Islamic Economics, namely: 1) Resources are seen as a mandate given by Allah SWT to humans so that their use must be accounted for in the hereafter, meaning that humans must use resources for useful activities, both for themselves as well as for cloth people; 2) Private ownership is still recognized. However, within certain limits related to the interests of the community and does not recognize illegally obtained income; 3) Work is the main driver of Islamic Economic activities. Islam encourages humans to work and struggle to get material in various ways, as long as they follow the rules that have been set in Islam; 4) Ownership of wealth should not only be owned by a handful of people. Everyone must play a role as productive capital that will increase the amount of national product and improve people's welfare; 5) Islam guarantees community ownership and its use is channeled for the benefit of the people; 6) Islam guarantees individual freedom, but this freedom must not violate the rules that have been set by Allah SWT; 7) A Muslim must submit to Allah SWT. This will encourage a Muslim to stay away from things related to evil; 8) Zakat must be paid on wealth that has met the limit (*nisab*). Zakat is a means of distribution as people's wealth is intended for the poor and those in need.

The principles of Islamic economics that underlie the goals of Islamic economics itself. According to Hidayat (2009), several objectives of Islamic economics are: 1) Economic Welfare within the framework of Islamic moral norms; 2) Fraternity and universal justice; 3) Equal distribution of income and wealth; 4) Individual freedom in the context of social benefit.

Digital Era

In general, the digital era is a condition of life or an era where all activities that support life have been made easier by the presence of

technology. It can also be said that the digital era is here to replace some past technologies to make them more practical and modern. Along with the increasing number of new technologies introduced to the public, some of the past technologies will automatically be abandoned. So that there is a technological development in the digital era that continues to run (Nugroho, 2021). Here's the progress:

➤ ***Communications***

The field of communication is experiencing the most rapid development when it comes to digitalization. In the past, to be able to connect with other people from different places, you had to use a cellphone by relying on communication between SIM cards. Then the development of communication in the digital era began to occur with the presence of smartphones that have very sophisticated features. One of the most important parts is the function of the internet which has become much more optimal and is used for communication to connect with other people. In fact, we can communicate via video calls, which in the era of ordinary cell phones could not be done at all.

➤ ***Applications for Business***

Another development that is starting to become massive is the use of applications for business. Digital technology makes it easier for companies to reach consumers. In contrast to the past, it was very difficult to introduce their products to consumers. The impact is for entrepreneurs who are not ready for the digital era, they will automatically start to be out of date. Like it or not, everyone has to switch to digital technology.

➤ ***Technology Finance***

The development of the financial sector has also been seen in recent years, when the number of digital wallet providers has increased. This development is still related to application-based business. Because financial technology also relies heavily on applications to provide services to its users. You can make transactions using only a smartphone without having to leave the house.

➤ ***E-Commerce***

Another development that greatly boosts the economy is the presence of e-

commerce. This is a service provider of products and goods online through an application or website digitally. Consumers no longer need to go to the Mall to buy goods, because now they can buy directly via smartphones. In fact it also helps the sellers to increase their purchases.

RESEARCH METHODS

The research method used in this research is library research. Library research or often also called study of literature. Study of literature is a series of activities related to the methods of collecting library data, reading and taking notes and processing research materials (Zed, 2008). Because this research uses library research, the approach used is a qualitative approach.

Where qualitative research emphasizes the use of the researcher himself as an instrument. In a qualitative approach, researchers should use themselves as instruments, because non-human instruments are difficult to use flexibly to capture various realities and interactions that occur. Researchers must be able to uncover social phenomena in the field by mobilizing all their sensory functions. Thus, researchers must be accepted by informants and their environment in order to be able to reveal hidden data through speech language, body language, behavior and expressions that develop in the world and environment of the informant (Mulyadi, 2011).

RESULTS AND DISCUSSION

Changes in Economic Transactions in the Digital Age

The principles and basics of Islamic economics in business practices in the digital era must become a necessity, so that many economic institutions and Islamic business products have sprung up. In the aspect of education and knowledge about the concept of Islamic economics, there are also many emerging, both through studies and books that discuss Islamic economics. By holding tightly to this basic concept of Islamic economics, however, changes that occur in business transactions are expected to be a guide and consider which transactions are not in accordance with Sharia which are good transactions and must be carried out so that public welfare can be realized (Bakar, 2020).

The development of the economic sector in Indonesia, which has entered the era of the digital economy, has also changed the existing business

model. The business model also changes from the old model, new model or new model (existing) that is currently running as well as future models. There are three basic things that change business transactions, namely: 1) Information Transactions; 2) Finance Transactions; and 3) Goods Transactions (Kementerian Komunikasi dan Informatika, 2016).

Changes in *finance transactions* are very visible from the trend of digital payments, which now do not need to use cash but can use non-cash or cashless, using ATM cards, payment gateways, m-banking, e-banking, and e-money. The use of digital transaction systems that are considered more practical and efficient are starting to be widely adopted by business people, especially in big cities. Finance transactions are so close to the community that they have even changed the pattern of society in carrying out economic transactions.

Changes in public behavior in finance transactions are reinforced by data from Bank Indonesia, where in June 2021 the nominal value of electronic transaction money reached Rp. 24.16 trillion with a volume of 511.25 million transactions, this number increased from the previous month in May with transaction value Rp. 23.65 trillion with a volume of 498.2 million transactions (Bank Indonesia, 2021). The increase shows the change in society which has begun to adapt to changes in financial transactions *and* makes it an option because of the convenience and efficiency provided.

Changes in the transaction of goods are also dominating among the people. Where buying and selling transactions used to be conventional between sellers and buyers directly, but with the changes in the digital era, selling these goods without having to bring buyers and sellers directly is only enough to make the transaction online through existing platforms.

The means of platforms for selling goods online, better known as marketplaces, have the same role as markets, so the marketplace is a market transformation in the digital era into an online market or online mall. Marketplace has more advantages than selling goods through personal social media such as WhatsApp or Instagram, because the marketplace protects the market by making guaranteed transactions in the form of joint accounts. And this is the advantage of the marketplace which is a significant advantage for maintaining consumer trust because the fundamental role in online transactions is trust.

Some of the popular marketplaces in

Indonesia are Tokopedia, Bukalapak, Elevenia, Blanja.com, and Blibli, and some examples of marketplaces from abroad that are popular in Indonesia are Shopee (Singapore), Lazada (Singapore), JD.ID (China), Amazon (United States of America), and Rakuten (Japan). Marketplace is the choice of selling goods that dominate in the digital era, especially during the Covid-19 pandemic. The growth of online trade through the marketplace has become its own momentum for Micro Small and Medium Enterprises (UMKM). In addition to being able to maintain business through digital channels, local UMKM can also expand their product range while keeping jobs available.

The popularity of the marketplace among the public is strengthened by the data for each of these platforms. Where active Tokopedia users reached 135.1 million in the first quarter of 2021 with an average rating of 4.64. The data of Shopee users in Indonesia who are active in the first quarter of 2021 reached 127.4 million. Another platform that is also widely used is Lazada, where Lazada has 30.5 million active users in the first quarter of 2021 with an average rating of 4.4. Bukalapak is also one of the platforms of choice for consumers, where active Bukalapak users reach 34.2 in the first quarter of 2021 with an average rating of 4.68 (Bank Indonesia, 2021).

The existence of digital technology has given rise to new phenomena, especially changes in consumer behavior or society. Shifting consumption patterns from conventional being digital is driven by the tendency of various conveniences presented by digital technology. Behind the convenience provided by digital technology, it also has an unfavorable impact on retail businesses and conventional UMKM, seen from the closing of several minimarket and supermarket outlets in Indonesia.

Transaction changes and shifts in consumption behavior patterns need to be a concern, especially for the Muslim community. Where consumers, especially Muslim consumers, are required to better understand the signs of Islam in all forms of transactions that have undergone changes in digitalization. As a form of prudence so that transactions carried out remain in accordance with sharia and are free from *riba*, *gharar*, *maisir*, and various other sharia violations.

Evidence as the Basis for Every Transaction

The changes that occurred, especially in the era of digitalization 4.0, became a challenge, especially for Muslim countries in terms of

creating and running an economic and financial system in accordance with Islamic principles and ideology. Islam itself has regulated the entire order of life, including the economic and financial sectors through the Koran and the teachings conveyed by the Prophet Muhammad and continued by the Khulafaur Rasyidin in matters related to fiscal, monetary policy to individual freedom. The principles and ideology set by Islam in the economic field have proven to be of good benefit to the community, this can be seen during the reign of Umar bin Abdul Aziz almost no people were poor in fact they did not become zakat recipients but zakat givers. This glory should be an example for running an economic system based on Islamic economic principles, especially with technological advances that make it easier for the community to carry out economic transactions (Putra, *et. al.*, 2022).

The emergence of various contemporary transactions in the digital era requires Muslims to better understand how Islam and its economic principles maintain transaction compliance with Islamic sharia. There are several steps taken to be able to apply the arguments in solving contemporary cases (Nur Baits, 2020), namely:

➤ **Tashawwur**

Tashawwur is understanding the case according to the real conditions. There is a rule "the law of a case is part of how people understand the case". In this position, the scholars will dig up as much information as possible on the existing case.

➤ **Takyifah**

Takyifah is a fiqhiyah approach after understanding the case to seek the law. In this position, the scholars will look for the most suitable form of contract in a transaction case.

➤ **Takhrij Fiqh**

At this stage, the most feasible Fiqh approach will be selected by considering all the consequences that apply to a case. This stage is the most decisive, because accuracy is needed to decide the most possible *takyif fiqh*. So the result of the fatwa really depends on him.

➤ **Legal Conclusions and Explanations**

After *takhrij* is done and the most feasible *takyif fiqh* is applied, then the legal conclusions are presented and the following is an explanation of the consequences.

Application of Law in E-Money Cases

The first stage in determining the law is *tashawwur*, which understanding the case according to its real conditions. The word "money" is not a term derived from the Sharia, the definition of the word money is returned to the understanding prevailing in society (*urf*). The conditions for money to be accepted by the community vary according to the times. Because of that, there are objects that in the past became currency, but in the future it is not enforced again. On the other hand, something that was previously unknown as currency is now being used as currency. When something has been accepted by the community, like digital money that has been known and accepted by the community, digital money can be equated as legal money. E-money is a multifunctional prepaid card issued by several financial institutions as a substitute for cash for payment transactions. E-money will not function anything if it is not exchanged for goods or services. So that e-money is different from pulses in the form of services.

The second stage in understanding the case of e-money is the Fiqh approach to see the contract in e-money. There are three approaches in concluding e-money. 1) e-money is debt. When a user top-up e-money in essence he is reducing the provider. And furthermore, the debt is withdrawn when the user uses the service with e-money payments; 2) e-money is buying and selling services owed. When the user makes a top-up deposit, essentially the user is buying services that are paid for with E-money; 3) e-money is currency. When the user top-up deposits a few rupiahs and then e-money balance is filled, there is an exchange contract for money exchange.

The third stage is to determine the most possible fiqh approach. Contemporary Scholars who understand that electronic money is money, see that e-money can be used as a legal medium of exchange and is accepted by the public. The same fatwa was also conveyed by the 'Syabakah Islamiyah' fatwa institution, e-money is a form of electric money that does not look like paper money or coins. Therefore, buying *e-money* in a different or the same currency is counted as a debt contract (*sharf*).

The last stage is drawing a legal conclusion, where a fiqh approach has been taken that e-money is money, and it has the same status as the money unit stated in its nominal value, then a money-to-money exchange contract applies. So in the *sharf* contract the rules apply, if the type is the same then it must be the same nominal and cash.

If the type is different, the nominal may be different, as long as it is done in cash.

The rules for this *sharf* contract are in accordance with the words of the Prophet Muhammad saw, "if gold is exchanged for gold, silver is exchanged for silver, then the value must be the same and cash. If the object being bartered is different, then the amount can be as long as it is done in cash." (HR Muslim 4147).

Application of Law on Marketplace

The first stage in determining the law is *tashawwur* which is about the marketplace scheme. There are several notes for the marketplace: 1) Marketplace does not have goods, so the marketplace does not sell; 2) Marketplace is a forum that brings together many sellers (merchants) with the consumer community; 3) Marketplace is not only a place to sell, but an institution that has the authority to regulate market conditions; 4) Generally, the marketplace provides security guarantees for visitors with an escrow system, where the money transferred by the consumer is stored by the marketplace in the account (joint account), and is only handed over to the seller after the goods arrive safely at the consumer's place; 5) Consumers who buy have never met the buyer of the goods. All transactions are served by machine; and 6) Funds deposited in joint account, are regulated by the relevant policy.

As for the notes for the marketplace: 1) Not authorized to set prices for goods sold; 2) No profit or profit sharing from merchants when goods are sold; 3) Do not bear the risk of the goods; and 4) Sometimes renting out advertising features for some merchants, such as being advertised or displayed in front.

The second stage in understanding the marketplace case is the *fiqh* approach to see contracts in the marketplace: 1) The contracts that occur in the marketplace are buying and selling contracts. One of the consequences of buying and selling is the transfer of ownership. Either the transfer of ownership of goods from the seller to the buyer or the ownership of money, from the buyer to the seller. The transfer of ownership occurs since the sale and purchase agreement is made, even though the goods have not been delivered and the money has not been paid; 2) The existence of escrow is part of the hallmark of the marketplace, to ensure security for all parties; 3) For the status of ownership of money in a joint account, it is necessary to know that the money transferred by consumers to the joint account is as

payment for the goods purchased, and not giving debt to the marketplace party; and 4) The contract made in the marketplace will be valid when the consumer has transferred the money to a joint account, because it has become a rule in online transactions, that the consumer is declared to have agreed to the transaction if he has made a payment by transfer or other payment methods.

The third stage is to determine the *fiqh* approach, where from the second stage it is very clear that the contract that occurs in the marketplace is a sale and purchase contract. Then the final stage in drawing the conclusion that the marketplace is not a seller, not a representative of the seller, the marketplace is only a media that brings together sellers and buyers with certain rules. As for the rules in the marketplace, in principle as long as the rules do not violate the Sharia, the original law is allowed and the rules are binding on both parties, so they must be implemented. Because every Muslim is obliged to follow the collective agreement that they set. In accordance with the hadith of the prophet from Abu Hurairah r.a, The Prophet Muhammad saw said, "Muslims must fulfill every condition (agreement) between them." (H.R. Abu Dawud 3596).

Application of Law on Insurance in Online Transactions

With the development of the times, especially in the digital era, where conventional transactions are starting to be converted into online transactions. So online transactions are one that needs to be considered regarding the law of these transactions in Islam, because later there will be several problems that will be faced by those who carry out online transactions, and how the Islamic economic perspective provides solutions.

The state of Indonesia as a state of law also regulates related online transactions, so that online transaction cases are also listed and discussed in the law. For online transactions, it is analogically listed in the Civil Code (KUHP) in Chapter 1313, and related to the requirements for online transactions, it is stated in Chapter 1320 of the Civil Code (KUHP) which contains the following; 1) The agreement of the parties; 2) The ability to make an agreement; 3) a certain thing; 4) a lawful cause (Fitra, 2017). Seeing these conditions, it is clear that Islam also emphasizes at the beginning especially the fourth point where transactions must be carried out for halal reasons, because transactions containing *gharar* are prohibited in Islam because there is an element of *mukhadharah*

(chance) and that is the main characteristic gambling. Some of the problems that often occur in online transactions that we need to pay attention to according to Islamic economic principles are goods shipping insurance.

The insurance that first appeared was freight forwarding insurance, where this insurance model appeared in the 14th century AD in Italy. This transaction they did to provide security guarantees for traders who sent goods by sea between Morocco and Italy. For several years, they only applied insurance to cover the risk of marine hazards (Zarqa, 1994). For now insurance that is almost common in Indonesian society is commercial insurance, not social insurance, which according to Islamic economic principles, commercial insurance has a problematic contract because it was built on the principle of *gharar* and chance, where when the customer pays the insurance premium, the customer will get something that is uncertain. Between getting a large claim or the premium paid will be forfeited (Nur Baits, 2020).

In some shipping expeditions, objects in the form of electronic goods or certain valuables must be insured. One of the reasons is because this item has the potential to be risky. So that the expedition does not bear the risk of loss when the item is damaged, while the sender is entitled to compensation from the insurance company. So it can be understood that this is obliging someone for an obligation that should not be an obligation for him, it should be according to Islamic rules, the person who gets the mandate takes the risk, if it happens because of his own negligence.

If an insurance is a condition of delivery, will this sale contract be valid in Islamic economic principles or will the transaction be void. Seeing this case, many transactions have occurred, including; delivery of goods via expedition, online driver registration and purchase of airline tickets. In these transactions, it can be seen that there were two transactions that occurred, the main transaction and the following transactions. For the first contract, such as the sale and purchase of shipping services, the law is permissible and for the second contract, the insurance for shipping the contract is vanity because there is a *gharar* transaction (Nur Baits, 2020).

Fiqhiyah rules conveyed by the Hanafiyah scholars state, "The law is originally, sometimes something is allowed because it follows, even though it is invalid if it is the main goal" (Shidqi, 2002). This rule concludes that what is taken into account is the main one, not the one that follows,

so the existence of a vanity contract that follows, but cannot be avoided, does not cause a valid contract to be invalidated. Like buying and selling airplane tickets online, it is still legal, even though there are insurance transactions in the transaction. As with the sale and purchase contract, the delivery of goods is still valid, even if there is an insurance transaction in it. If there is a risk in these transactions, the consumer is only entitled to claim the amount of the premium paid because the excess is not the seller's right.

Fiqhiyah principles need to be considered by consumers, especially the State of Indonesia also regulates all transactions both conventional and online listed in the Criminal Code (KUHP) and the ITE Law (UU ITE). So in order for these transactions to be valid according to Islamic economic principles and the law, the four conditions in Chapter 130 of the Criminal Code (KUHP) must be met (Adi, 2021).

CONCLUSION

Based on the results of the discussion in this study, the conclusions that can be drawn from this research are as follows: The relevance of the digital era is very clear in relation to changes in economic cases including information transactions, finance transactions and goods transactions. Economic transactions with their various changes in the digital era, do not conflict with Islamic economic principles as long as they are in accordance with the validity of a contract, and meet the requirements and applicable laws.

This study has limitations, where this study uses a qualitative approach through a literature review that can be redeveloped with other approaches using data analysis methods in case studies, considering the many contemporary economic cases that can be used as research material.

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