


Comparison Of Hawalah And Wadi'ah Agreements In Muamalah Law

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Article Info	ABSTRACT
<p>Keywords: Contract of Services, Wadi'ah & Hawalah, Muamalah Law.</p>	<p>Study This aiming For analyze comparison between draft Wadi'ah and Hawalah. Research This use method study law bibliography, namely research conducted with method researching ingredients library or secondary data. Research This aiming For give understanding deep about phenomenon certain without do research field. Contract service in wadi'ah is contract custody goods or money between owner goods (mudi') with recipient deposit (wadi'). The purpose For guard security, safety and integrity goods or money that is deposited, while Contract wow is transaction finances involving transfer debt or not quite enough answer payment from One party to other parties. Analysis done For understand How second draft This functioning in context Islamic banking, as well as For identify differences and similarities between both of them. The results of the study show that Wadi'ah is transactions in which the bank acts as holder customer fund mandate, while Hawalah more focus on the transfer of funds between parties involved. Wadi'ah give security to customers, while Hawalah help in transfer of funds with fast and efficient.</p>
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INTRODUCTION

In Islam, every aspect life man both concerning connection with God and related things with life social between man all in all get umbrella teachings. 2 In other words, Islam provides guidance for life and living man both concerned with connection between man with Allah (habl min Allah) as well as connection man with man (*habl min an-nas*). Man created by Allah SWT. As creature life and also creature social. Humans also have various types and obligations. As creature social, human must Can guard connection Good with each other. Because in life man Certain need help with other people. Therefore that, human created with the advantages and disadvantages of each.

In this era of rapid development, the system Islamic finance holds a very important role in fulfil need Muslim society. Two concepts main in system Islamic finance is *wow* and *wadi'ah*. *Hawalah* is a transaction finances involving transfer debt or not quite enough answer payment from One party to party others, while *wadi'ah* is draft securing savings funds entrusted by customers to sharia banks. In context sharia economics, *hawalah* and *wadi'ah* become runway for various product finance, including product savings, investment, and financing. Both draft This own principles based on Islamic law and ensure existence justice, togetherness, and exemplary behavior in every transaction finance. In research this, we will

discuss in a way deep draft *wow* and *wadi'ah* in context Islamic finance. We will analyze implementation practical from second draft This in various product finance and how principles This can integrated with principles economy conventional. In addition, we will also evaluate impact *wow* and *wadi'ah* to stability system Islamic finance and trust public to institution Islamic finance. Research This expected can give deep insight about concepts important This in context sharia economy and provide more views clear about implementation in practice in modern society. One of them product jurisprudence muamalah that also participates develop simultaneously with Sharia economics is a process of *Wadi'ah* and also *hawalah* which is this process Already start practiced and also already Lots used in every transactions in institutions Islamic finance.

Wadi'ah and *hawalah* also emphasize importance trust and mandate in connection economy. Concept This reflect Islamic moral and ethical values that teach importance hold trust in every transactions. *Wadi'ah* and *hawalah*, with base its principles on trust, providing runway law for transaction fair and mutually beneficial finance trust between the parties involved. Along with development of the times, concept *wadi'ah* and *hawalah* Keep going adapt with condition contemporary. In the context of this, background behind it covers effort For guard relevance and sustainability principles jurisprudence transactions in face change and complexity in the modern financial world. This includes implementation Islamic values in transaction finances involving technology and complexity growing business. With understand background behind *wadi'ah* and *hawalah* in jurisprudence muamalah, we can recognize How concepts This No only sourced from fundamental Islamic values, but also continuing adapt For fulfil need Muslim society in interact in a way economy. Within the framework of jurisprudence transaction, concept *wadi'ah* and *hawalah* hold role central as instrument finances that follow principles of sharia. Fiqh transactions, as branch knowledge fiqh that handles related laws with world affairs, giving runway strong law For understand and organize transaction economics and finance in Islamic society.

RESEARCH METHODS

Study This use method study law bibliography, namely research conducted with method researching ingredients library or secondary data. Data sources used includes primary data such as the Criminal Code and secondary data in the form of design laws, results research, and opinions expert law. Data collection techniques are carried out through studies literature with collect data from various source reading written. Data analysis was carried out with use technique qualitative data analysis For processing research data become a systematic and rational report.

RESULTS AND DISCUSSION

Overview of the Contract *Hawalah*

a. Understanding *Hawalah*

Understanding Contract *wow* is transfer / transfer, let go from responsibility, transfer from old place to new. Contract *wow* is transaction finance diversion receivables. Financial services to companies that transfer or sell right on his receivables which are then act as principle the

most important thing is to try sale for other companies above Name. According to Hanafi school of thought contract *wow* has two types that is :

1. *Hawalah absolute*: A person move his debt to others and not to hook with the debt that is owed to that person. According to third sect apart from Hanafi, if *muhal'alaih* have no debt to muhil, then matter This The same with kafalah, and this must with pleasure three parties (*da'in*, *madin* and *muhal'alaih*).
2. *Hawalah muqayyadah* : Someone transfer debt and link with existing receivables to him. This is *it is hawa* that is permissible (*jaiz*) based on agreement of the scholars.

Whereas on the other hand, scholars of the Maliki, Syafi'i and Hambali schools define *wow* with " Transfer or diversion right For demand payment debt from party ". In general simple, thing That can explained that expensive give loan to muhil, while rich Still have receivables from muhal ' alaih. So rich No capable pay his debt to A, he Then divert the burden of the debt is on the muhal'alaih. With Thus, the muhal'alaih who must pay off the debt to muhal, while debt is muhal'alaih previously on muhil.

Contract *Hawalah* According to DSN No. 31/DSN-MUI/VI/2002, it is a customer debt from bank/ institution finance conventional to institution transferred sharia finance However Already contract. Wrong form that is institution finances that are really needed by the community in each other help or mutual cooperation for divert non-sharia transactions that have been walk Enough Far become appropriate transaction with sharia. The company's contract *wow* this is a perfect fit for company like field trading or sales, because obstacle the first one often appear foremost namely sales that are not can uncollectible alias stuck. Problem in receivables congested can quick handled serious by agreement *hawalah*. Because the company contract *wow* This activity the main thing namely move in field finance.

b. Legal Basis of *Hawalah*

1) QS Al-Maidah 2

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَجْلُوا شَعِيرَ اللَّهِ وَلَا الشَّهْرَ الْحَرَامَ وَلَا الْهَدْيَ وَلَا الْقَلَائِدَ وَلَا آمِينَ النَّبِيِّ الْحَرَامَ يَبْتَغُونَ فَضْلًا مِمَّن رَّبِّهِمْ وَرِضْوَانًا وَإِذَا حَلَلْتُمْ فَاصْطَادُوا وَلَا يَجْرِمَنَّكُمْ شَنَا نُ أَنْ قَوْمٍ أَنْ يُجْرِمَ إِذْ سَأَلْتُمُوهُمُ الْبُيُوتَ الْكَافِرَةَ وَالَّذِينَ يَدْعُونَ إِلَى الْكُفْرِ وَالَّذِينَ يَدْعُونَ إِلَى الْفِتْنَةِ أُولَئِكَ يَجْرِمُونَ إِنْ لَمْ يُؤْمَرُوا بِهَا لِيُتَّقُوا اللَّهَ الْعَلِيمَ

" O you who believe, do not You violate prophecies God, and don't violate honor unclean months, do not (disturb) the animals hadya, and animals qalaid, and do not also) disturb people who are visiting Baitullah they look for grace and pleasure from His God "

In verse This It is said that " *syair*" is a plural word from syiar. What is meant by with " syiar-syiar Allah" in it paragraph This is everything related with Hajj rituals. Some say, Shafa and Marwa and all the animals that will slaughtered For made into sacrifice and gifts. With follow all meaning the so paragraph This means, " Don't You halal all action That with road violate ", for example do something that is not in its place and so on.

" And neither is the sacred month nor is the gift animal nor is the animal that is garlanded ", meaning, you forbidden do war during the haram months, Zulkaidah, Zuhijah, Muharram, and Rajab. It is also prohibited to slaughter prize animals before he until to forbidden land, also prohibited sell it, take it and so on, so that the Beast obstructed and not until its purpose, namely forbidden land.

The “collared beast” is camel or the goat that was given necklace as sign that animal That will slaughtered as a victim or payer fines and so on. Even that “necklace beast”. including gift animals but privileged call it Because the nobility of the Beast that has given signs and have special symbols. People who mean it want to perform ihram to Mecca to give sign will be Animals that will be slaughtered with give necklace on her neck.

Including to in law This is, someone who has vow will slaughter his goat (which has been determined) which will made a victim or Aqiqah, it is forbidden slaughter this animal For needs other, or sell it or give it to him to others.

2) Hadith About *Hawalah*

Between the basis of the sharia *hawalah* is the argument as following : “ Delay pay debt for the rich is injustice and when a from you the debt diverted to the rich, let he follow.” Has told to us Muhammad bin Yusuf has tell to us Sufyan from Ibn Dzakwan from Al A'raj from Abu Hurairah radhiyallahu ' anhu from the Prophet sallallahu ' alaihi peace be upon you said : " Delay pay debt for the rich is injustice and when a from you the debt transferred (transferred) to rich people, let it be He follow ".

Have told to us Yahya bin Yahya he said ; I read in Malik's presence ; from Abu Zinad from Al A'raj from Abu Hurairah, that the Messenger of Allah shallallahu ' alaihi wa sallam peace be upon you said : " Procrastinating time payment debt for those who are able is injustice, and if one 's receivables from you guys diverted to the rich, then accept it." Has told to us Ishaq bin Ibrahim has to report to us Isa bin Yunus. (in other paths mentioned) Has told to us Muhammad bin Rafi' has tell to us Abdurrazaq everything said ; has tell to us Ma'mar from Hammam bin Munabbih from Abu Hurairah from the Prophet sallallahu ' alaihi peace be upon you like the hadith above. " (HR. Muslim No. 1564).

Have told to us Abdullah bin Maslamah Al Qa'nabi, from Malik, from Abu Az Zinad from Al A'raj from Abu Hurairah that the Messenger of Allah shallallahu ' alaihi wa sallam peace be upon you said : " The suspension of the rich (in pay off debt) is injustice, and if one of you is included in (his debt transferred, *hiwalah*) to a rich person, preferably He follow !" (HR. Abu Daud No. 3345).

Have told to us Muhammad bin Basysyar, has tell to us Abdurrahman bin Mahdi has tell to us Sufyan from Abu Az Zinad from Al A'raj from Abu Hurairah from the Prophet sallallahu ' alaihi wassalam, he said : " The procrastination of the rich is deep pay debt is injustice, if somebody from you to bestow debt to the rich, let the rich be bear it." He said ; In case This There is hadith similar from Ibn Umar and Syarid bin Suwaid Ats Tsaqafi. (HR. Tirmidhi No. 1308).

3) Asbabul Wurud

Basically because The emergence of the Hadith *Hawalah* This There is the relation with asbabul wurud Hadith Kafalah, will but explanation will divided into two, the first that is about must quick pay debt (by expert) waru) or guarantee it before prayed for obligatory kifayah and buried, with the second that is may accept help from other people, either both normally and in condition owe. Because in the end, in the time of Rasulullah SAW, he was the one who participated as well as pay off the debts of friends who have died. There is a hadith which means " Whoever given a (gift) without he asked for it and he didn't (si giver) looking for

glory (istisarah) then indeed giving That sustenance from God, then should he accept it and don't he reject it." Asbabul Wurud this Hadith as listed In al Jami ' ul Kabir from Abdullah ibn Ziyad that Umar bin Khattab gave money amounting to one thousand dinars to Said ibn Amir. Said said : I don't need the money given that, and give it to someone else who is more need it than me. So Umar said : If you Want to please accept, if you reluctant leave it. Because Rasulullah SAW did give a giving to me and me answer it like your answer that. Respond to my attitude The Messenger of Allah said : Whoever given One giving ... etc.

4) consensus

Scholars agree allows hawala. Hawala is permitted on debts that are not shaped goods / objects Because *wow* is debt transfer. Because of that that, must be on money or obligation financial. Ijma The scholars explain that contract *wow* This Already become consensus among the scholars, among those who explain is :

- a. Ibn Mulaqqin (d. 804 H) In his book At- Taudhih The Book of Al-Jami' Al- Sahih that case *wow* Already become agreement of scholars about his ability.
- b. Al- Mawwaq Abu Abdillah Al-Abdari (d. 898H) In his book At-Taj wal Ikliil li Mukhtashar Khalil, he said : ah and Ijma."
- c. Al- Mawardi (d. 450 H) In his book Al-Hawi al-Kabir, he explains : "The basis of ability do *wow* found in As-Sunnah and Ijma."
- d. Imam Nawawi (d. 676 H) In his book Raudhatu At- Thalibin, he also emphasized that *wow* is the matter that has been agreed about his abilities. "At its origin *wow* That Already agreed (permission) nya)."
- e. Ibn Qudamah (d. 620 H) In his book Al-Mughni, he also said : " In general In general, scholars agree on ability For "*Wow*."

Then in ijma ' as said by Ibnul Qoyyim so *wow* This allowed. Inside rules Fiqh also states " Basically, all form transactions may done except There is arguments that prohibit it. Scholars from The Maliki, Syafii and Hanbali schools also added statement *hawalah*, should contract accompanied by consent from muhil (person who transfers debt) with said " *I divert debt the real me for you to so and so (meaning : me) divert obligation I to you For pay debt I'm the one with so and so, ed.),*" and qabul from muhal (the person who owes money) with the words, " *I accept diversion from you.*"

5) Qiyas

As for the specifics qiyasnya, then contract *wow* This Can analogous to the contract kafalah, where each contract have the same illat, namely You 're welcome divert his business to others.

Terms and Conditions *Hawalah*

Terms and Conditions *wow* according to Hanafi is :

- 1) The person who transfers the debt (Muhil) is a reasonable person, then cancelled It was *hawalah* that Muhil did inside condition Crazy or Still small.
- 2) The person who receives *hawalah* (rah al- dayn) is a reasonable person, then cancel it *hawalah* is done by people who don't sensible.
- 3) The person who is given (muhal ,, alaih) must also be a rational person and it is also required that he please him.

- 4) Muhil's debt to may Allah have mercy on him.

The End *Hawalah*

Contract *Hawalah* can ended by some because, among others is as following :

- 1) Due to be cancelled or fasakh.
This happened If contract oh my Not yet implemented until stages end Then in a state of difasakh. This right billing from expensive will return Again to muhil.
- 2) The disappearance right expensive " oh my Because died or bankrupt or He deny existence contract *wow* temporary expensive No can present proof or witness.
- 3) If it is expensive ' oh my has carry out his obligation to muhal. This means contract *wow* truly has filled with all party.
- 4) Death expensive while Muhal ' alaihi inherit treasure *wow* Because inheritance is one of because ownership. If the contract This *wow muqoyyadah*, then it's over Already contract *wow* That according to Hanafi school of thought.
- 5) If Muhal grants or give alms treasure *wow* to muhal ' alaih and he accept grant the.
- 6) If it is expensive to erase obligation pay debt to expensive.

Overview of the Contract *Wadiah*.

a. Understanding *Wadiah*

In general etymology wadiah means trust (trust). The word *Al- wadi'ah* originate from the word wada'a (wada'a-yada'u-wad'aan) also means let or leave something. So that in a way simple wadiah is something that is entrusted. In Indonesian wadi'ah means deposit. Contract wadiah This is of a nature Help help between fellow man.

In Islamic tradition, wadi'ah can interpreted as deposit pure from One party to party other, good individual or legal entity, which must guarded and returned When just the depositor want it. Wadi'ah according to Article 20 paragraph 17 complications of Sharia Economic Law is deposit of funds between party owner with party recipient trusted deposit For safeguard the funds. After known definition wadi'ah, then can understood that which is meant wadiah is custody, namely contract somebody to others with entrust object For guarded in a way worthy. If There is damage to objects deposit No must replace it, but when damage That due to his negligence so required replace it.

Whereas According to Law No. 21 concerning Sharia banking in question with " Akad" wadi'ah " is Contract custody goods or money between the party that has goods or money and the party given trust with objective For guard safety, security, and integrity goods or money.

In general cumulative, *wadi'ah* has two meanings, first statement from someone who has give power or represent to other party to look after or guard his property. And secondly, the property that is entrusted somebody to the other party must maintained and looked after. Understanding *Wadiah* in terminology it is as following :

- 1) Hanafi scholars interpret this as *wadiah* is give authority to others to guard his wealth. For example like There is somebody entrust something to someone and the recipient deposit answer He or nod or with meaningful silence agree, then contract the legitimate the law. " Following include others in look after treasure Good with clear expression and also signal " .

- 2) Whereas Maliki, Shafi'i, Hanabilah schools to mean wadiah is delegate someone else to look after treasure certain with method certain. " Representing others to look after treasure certain with method certain "

As for the meaning *Wadiah* according to term is as following :

- 1) *Wadiah* in a way term according to Ikhwan Abidin Basri is contract somebody to other party with entrust auatu goods For guarded in a way worthy (according to habits). Or there are also those who interpret it *wadiah* in a way term is give power to others to guard his property / goods with in a way outright or with a meaningful gesture with That.
- 2) Encyclopedia law Islam, *charity* in linguistic terms leave or to put, namely put something to someone else to maintained or guarded. While in a way term is give power over others to guard his wealth or the goods in a way outright or with a meaningful gesture with That.

Al-Wadi'ah is a trust for the person who receives it deposit and he must return it to time owner ask again the words of Allah SWT :

God $\text{وَإِنْ كُنْتُمْ عَلَىٰ سَفَرٍ ۖ وَلَمْ تَجِدُوا كَاتِبًا ۖ فَرِهْنَ ۖ فَبَلِيُودِ الَّذِي أَوْثَمِنَ ۖ أَمْنَةً ۖ وَلِيَتَّقِ اللَّهَ رَبَّهُ ۖ وَلَا تَكْتُمُوا الشَّهَادَةَ ۚ وَمَنْ يَكْتُمْهَا فَإِنَّهُ جَانِبٌ مِّنَ الظَّالِمِينَ ۚ}$ willing

" *If you in travel (and transactions) No in a way cash) is You No to obtain one person writer, then it should be There is goods dependents held (by the debtor), will but if Some of you trusting others, so let them be trusted That to fulfill mandate (debt) and let it be He pious to Allah his Lord ; and don't you (the witnesses) hide testimony and goods whoever hides it, then indeed He is a sinner his heart ; and Allah is All- Knowing What are you do it*

b. Legal basis

Legal basis contract *Wadiah* This various, from the Koran, Hadith, and Ijma' as well argumentation rational in life man as creature social.

1) Al-Qur'an

In the Quran, Allah SWT in a way general to order humans to act good and mutual Help help in matter goodness and piety to Allah SWT. And the Lord is with you O Allah O Allah, the Most Gracious And the Lord is with you

" *And each other Help help you guys on goodness and piety* " (QS. Al-Maidah: 2).

Allah SWT in a way general also ordered For convey Amanah (trust) to the owner, including mandate in the form of Allah SWT's trust said in the Quran.

Ain O Allah, And I will grant you peace Oh The Lord O Allah, the Most Merciful O Allah O Allah, And the Lord The Most High Beloved Allah is the Most Gracious Oh The Most High And Allah is the Most Gracious Ain O Allah, Naomi Yasmine Blessed be Ain O Allah, Canaan The Most High Beware

Meaning : " *Indeed Allah commands You convey mandate to those entitled accept it, and (order) you) if set law between man so that You set with fair. Indeed, Allah gives the best teaching to you. Indeed, Allah is All- Hearing All - Seeing "*

Abu Ja'far said : The commentators disagree opinion about the person in question in paragraph This. Some argue that It means is leader race muslim. Abu Kuraib tell to us, he said : Ibn Idris told to us, he said : Isma'il narrated to us from Mush'ab Ibn Sa'd, he said : Ali RA

said : " This is it a number of the terms that I including in it ; to be right a priest for give appropriate decision with what has been sent down by Allah, and carry it out mandate. If all That has implemented so obligation his followers is listen, obey, and welcome call if they called out." Abu Kuraib tell to us, he said : *Jabir bin Nuh narrated to us, he said : Isma'il told to us from Mush'ab bin Sa'd, from Ali RA, Same narration.*

In both paragraph This there is base law of a nature general, namely order each other Help help in goodness and commandments convey mandate to the owner. Both of them can found in the contract *Wadiah* so that ability contract This based on to generality meaning second the verse above.

2) Hadith

There is also a hadith narrated by Abu Dawud : " *Fulfill the trust (trust) to the person who is entitled to it. accept it and don't repay treacherous to people.* Legal Basis in contract *Wadi'ah* is also available in hadith of the Prophet SAW, From Abi Hurairah, ia said : *The Messenger of Allah said : fulfill your trust in people who entrusted (entrusted) it to you and do not betray to the person who betrayed you.* (HR. At -Tirmidhi and Abu Dawud and he hasan, and hadith This validated by the judge).

3) consensus

Ijma' of Islamic scholars since the time of the Prophet SAW until until Now allow existence contract *wadi'ah* (deposit). The scholars do not there is something that forbids or to forbid about existence contract. Even fiqh scholars who have observe conditions and circumstances of its people Certain will see that contract *wadiah* This is a form need for they in a way generally. Based on with actual conditions, can withdrawn in conclusion that contract *wadiah* is a common needs for society, even Can become a needs that are of a nature emergency. Because of that that, law his ability is also due to contract *wadiah* is a urgent needs for man in the life

c. Pillars and Conditions *Wadiah*

In the contract *Wadiah* there is the elements called as harmonious *Wadi'ah* which includes : two people who do it transaction (*mudi* 'person who entrusts and *muda* 'person who receives') deposit), object entrustment (*syai* ' young '), and shighah (consent and qabul).

For *mudi* '(the person who entrusts) and *muda* '(the person who receives) deposit) is required must have reason perfect. A child who has not mature or people who experience disturbance soul (crazy) no legitimate entrust goods. In short, because contract *Wadiah* is A contract or transaction in view law Islam, then conditions of the person who does it is a person whose actions own consequence law in a way *syar'i*. Little child No legitimate entrust as sell I did n't buy it either legitimate except if his guardian to give permission, so do children small receiving deposit from someone. So, if the *Wadi'ah* contract, both parties involved must be fulfil conditions that must be met filled in contracts other sharia transactions.

Condition object or items deposited is must be in the form of objects that can transferred from One party to other parties. In other words, people who give and receive deposit allowed in a way sharia For run it itself. In addition, the object or items deposited in contract This must can handed over so that the receiving party deposit can operate his/her task (can guard object

or goods deposit said). Therefore That does not legitimate entrust the bird that escaped from the cage Because recipient deposit That does not can take care of it should KHES article 371 states condition for the parties who carry out *wadiah* must speak law. While related with items deposited mentioned in the article next, article 372, namely goods must can controlled and surrendered

d. Distribution *Wadiah*

1) Trust and Trustworthy

The guarantee is trustworthy that is a contract Where somebody entrust the goods to recipient depositor and recipient deposit the No allowed use or utilise goods deposit. Recipient deposit No entitled For responsible answer on the items he entrusted as well as recipient deposit own obligation For return goods the with the existing conditions. Provision or condition *Trustworthy and trustworthy*:

- a) Party recipient deposit No allowed For use it.
- b) If returned, condition goods deposit must The same like moment prepared.
- c) If during deposit counter the find a damage alone (because too old, long time, etc.), then recipient deposit the No own a obligation For replace goods said, however If damage the happen Because existence a carelessness of the entrusted person, or the recipient deposit the has violate a agreement the.
- d) As A reward on not quite enough answer accept trust said, then recipient deposit the own right For get a reward from owner goods the.

2) The gift of charity

The reward of charity is a contract Where somebody entrust funds to someone else and the recipient deposit the allowed For use or utilize the funds that have been entrusted Therefore. that, the party recipient deposit own not quite enough more answers on all something that happened against deposit funds and is also obliged to For return the funds that have been deposited received in a way intact at the time the fund owner asked for it Provision or condition *charity and charity*:

- a) Recipient deposit entitled use and obtain profit from utilization of these funds.
- b) Recipient deposit responsible fully on deposit if experience a damage or the disappearance goods deposit.
- c) Acquisition profit on management of trust funds said, some of them given to the owner of the funds as a present or bonus (*athaya*) but No promised.
- e. Law on Receiving Deposited Goods

1) Sunnah

For someone who believes himself that he able to guard deposit, receive with sincere intention as well as sincere because of Allah. It is recommended For do contract *wadi'ah*, because will find reward big there, based on the hadith.

“ *And Allah will help a servant, if that servant Want to help his brother.*” (HR. Muslim)

a. Must

When not there is Again someone who can trusted, except only he One the only person who is capable trusted.

b. Haram

If so he No able to For take care of it, because as if allow door damage or the disappearance goods deposit.

c. Disgusting

Entrust to the person who can take care of it but there is a feeling of not believe, feared later day can betray the goods deposit

Views of Scholars Regarding Comparison Contract *Hawalah* and *Wadi'ah* in Muamalah Law

Comparison main between contract *Hawalah* and *Wadi'ah* according to The majority of scholars believe that this is based on the objectives and mechanisms of each contract. as following :

- a. *Hawalah* is contract debt transfer from One party to party others, which include diversion obligation pay off debt. The goal is For settle accounts receivable with agreement all party.
- b. *Wadi'ah* is contract custody, where one the party (depositor) entrusts goods to other party (guard) to guarded and returned in accordance request. The purpose is guard treasure without expect rewards.

Both of them own law that is permitted in sharia, but with different contexts and applications.

Implementation *Hawalah* and *Wadi'ah* in Islamic Financial Institutions

Implementation *Hawalah* and *Wadi'ah* in Islamic Financial Institutions include two concepts important in transaction finance. *Hawalah* functioning as money transfer or not quite enough answer from One party to party other, often used in financing problematic and transaction such as factoring and bill discounting. As A transactions in the realm giving service service, *hawalah* give a number of profit, good to the bank or to customer. He play a role and accelerate debt settlement Because the existence of bailout funds. For Islamic banks, it is source non- financing income, whereas for customer, he can help Customer For get instant cash so can increase the company's cash flow. However so, *hawalah* not even without risk, especially possibility existence fraud Customer with provide fake invoices or deny promise (breach of contract). contract wadi"ah the existence of the person who owns it treasure No have interest whatever from the treasure that he leave it, except solely for the assets he entrusts can awake with safe and good. Likewise for the person who is entrusted property, basically No may abuse entrusted property owner to him.

On the side other, *Wadi'ah* is Amanah agreement that prioritizes security of customer funds, where the bank acts as holder Both of them must comply sharia principles for ensure justice and transparency in every transaction. Based on contract *wadi'ah* or investment funds based on contract mudharabah or other agreements that are not contradictory with sharia principles of withdrawal only can done according to Terms and Conditions certain agreed terms, but No can withdrawn by Check, Giro Bill, and/ or tool others that are equated with that. Choice to second principle the depending on the motive of customers. If the motive only keep just so can used product savings *wadi'ah*, whereas For fulfil motivated customers investment or look for profit then the mudharabah savings are better in accordance.

Completion Dispute To *Hawalah* and *Wadi'ah*

Completion dispute in *wow* have two ways that is litigation and non- litigation. Settlement with method litigation that is settlement through method mediation banking and also sharia arbitration. This Can interpreted with issuance of POJK Number 1/POJK.07/2014 concerning Alternative Institutions Completion Disputes in the Financial Services Sector (POJK LAPS). The presence of POJK LAPS motivated by desire For give maximum protection for consumers sector service finances, which are often not reach agreement in settlement disputes carried out by internal banks as stage beginning that is settlement complaints by service institutions finance. If the settlement in a way litigation that is settlement dispute through religious court. Election alternative settlement dispute this Islamic banking Of course No can released from characteristics Islamic banking, especially its function Good as *agent of development*, *agent of services*, and *agent of trust*, which requires settlement effective, efficient and fair dispute resolution.

Whereas in contract *Wadi'ah* settlement disputes also have two ways that is, first litigation Where is the settlement This through the court as in handle every the case filed to him, the judge always sued learn moreover formerly case the in detail for know substance as well as the constant thing There is accompany substance case Second, with non -litigation method, settlement This can choose one from three existing mechanisms. First, alternative solutions dispute (APS) or known with alternative dispute resolution (ADR), which consists of from deliberation, mediation, consultation, negotiation, and assessment experts. Second, arbitration consisting of with various the instrument. Third, the settlement dispute Islamic economics through consumer institutions.

CONCLUSION

Contract *wow* is transfer / transfer, let go from responsibility, transfer from old place to new. Contract *wow* is transaction finance diversion receivables. Definition contract *wow* according to DSN No. 31/DSN-MUI/VI/2002, namely customer debt from bank/ institution finance conventional to institution transferred sharia finance However Already contract. Wrong form that is institution finances that are really needed by the community in each other help or mutual cooperation for divert non-sharia transactions that have been walk Enough Far become appropriate transaction with sharia. Ulama of the Maliki, Syafi'i, and Hambali schools define *wow* with " Transfer or diversion right For demand payment debt from party. *Wadi'ah* is deposit pure from One party to party other, good individual or legal entity, which must guarded and returned When just the depositor wants it. According to Law No. 21 concerning Sharia banking in question with " *Akad*" *wadi'ah* " is Contract custody goods or money between the party that has goods or money and the party given trust with objective For guard safety, security, and integrity goods or money.

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