


Implementation Of Syuf'ah & As-Sharf Service Agreement In Modern Digitalization With Shariah Concept

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Article Info	ABSTRACT
Keywords: Al- sharf, Fiqh Muamalah, Syuf'ah & As-Sharf	Research This analyze draft syuf'ah and al- sharf in law jurisprudence transactions, with focus on the underlying conditions and principles practice both of them in Islamic economics. Syuf'ah is right long time partner in partnership For buy return assets for sale to party third, while al- sharf related with transaction exchange foreign currency. Using approach descriptive-analytical, research This dig source Islamic law and the opinions of scholars for evaluate conformity practice This in context economy contemporary. Methodology research used in study This is study qualitative that is law normative in which will process a number of source of data taken from various source, Research results show that second transaction emphasize on the principle justice, transparency and certainty law. The conditions set, such as: transaction cash and without delay, must fulfilled to be valid according to sharia. Research This conclude that both of them must applied with notice sharia principles for guard legitimacy and welfare in practice Islamic economics.
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INTRODUCTION

Islam as a religion that brings grace for all over nature, no only emphasize importance connection vertical between man with Allah SWT in aspects of worship, but also pay close attention to horizontal relationship between humans, in particular in realm Muamalah. Islamic teachings view that life social, including in matter economy, is an integral part of system life that must be lived in accordance with guidance sharia. In this case This, the Qur'an provides Lots instructions that are not only arrange about the procedures for worship, but also provide clear guidelines about ethics and principles that must be applied in activity economy. Activities economy in Islam is not just activity For reach profit material, but viewed as means For to obtain blessings and grace from Allah SWT. Therefore that, everything form transaction economy, good That in form sell buy, loan, or investment, must implemented with guard principles justice, honesty, and transparency.

In Islamic teachings, every results from activity the economy gained must always associated with not quite enough answer social, namely How results economy the can give the greatest benefit No only for individuals, but also for public in a way overall. More continue, in Islamic teachings, results from activity economy is very close the relation with moral and ethical values. Islam teaches that wealth acquired No may used For pleasure personal only,

but must managed with wise and sharing way to fellow through obligations of zakat, infaq and alms. Islam also regulates about How build system a fair and just economy, where everyone individual entitled For to obtain his rights with the way that is not harming others, as well as give room for those who are lacking capable For to obtain part from results existing economy. Through concepts This, Islam emphasizes that success in economy No only measured from aspect material only, but more to How activity economy the give benefit to people humans and bring them closer they to God's grace. With Thus, Islamic teachings emphasize importance integration between the world and the afterlife in all aspect life, including in matter economy. This is aiming For create a balanced life, where well-being worldly and happiness hereafter can achieved in a way simultaneously, so that the grace of Allah SWT can felt by all people man.

Fiqh books that discuss problem transaction currencies often categorize them in chapter al- sharf, which is generally positioned in context transaction sell buy. According to Wahbah al- Zuhaili, discussion about al- sharf often placed as part from sub- chapter Miscellaneous sell buy, while in Bidayatul Mujtahid Juz II, discussion about al- sharf appear after chapter sell buy. In general, transaction currency in literature jurisprudence often equated with with exchange between gold with gold or silver with silver. In the context of this, the provisions about terms and conditions valid transactions in sell purchase also applies to transactions currency, although in more form specific and limited. Foreign exchange transactions, which refer to the exchange of different currencies, can considered legitimate in Islamic views throughout fulfil existing provisions in sharia. Therefore that, although activity This allowed, necessary noted that Islam sees money not as commodities that can traded in a way speculative, but rather as tool exchange used For fulfil need transactions. Islam views money as means of facilitating exchange goods and services, not For traded or for sale with objective look for profit solely. In case this, although trading currency in foreign exchange context Can accepted, must There is supervision that ensures that activity the No oriented towards speculation that can harm party certain.

Therefore that, in implementation foreign exchange transactions in framework Islamic economics, important For guard principles justice, transparency, and compliance with sharia. This aims for activities the No focus on profit only, but more on fulfilling need real fit with sharia provisions. With however, even though trading currency in a number of form certain allowed, must still customized with objective the beginning of Islam in facilitate fair transactions and avoid practices that can lead to injustice or loss for public.

Discussion about transaction currency (al- sharf) in fiqh books classic of course relatively little and limited. This is Can understood because at the time of writing the books of Islamic jurisprudence by scholars, the problem related sell buy currency is not issue the main thing that stands out, as as it is with problem transactions others. Therefore That does not Lots attention given to Topic this is at the moment that. Only then, the problem related currency start become attention more after the occurrence instability mark swap gold and silver during the Mamluk Sultanate, especially during the concurrent reign of Nasir Muhammad bin Qalamun with the life of Imam Ibn Taymiyah. Nowadays, with development rapid global economy, various form transaction economy contemporary like trading currency

becomes the more relevant. However, in context jurisprudence transactions, necessary existence adjustments so that Islamic law can answer challenge new related transaction this modern economy. One of them is trading currency, which in literature jurisprudence classic Still viewed in a way general without touch details more deep related practices contemporary moment This is for that 's important For to study return view Islamic law regarding trading this currency, considering its legal status in perspective Islamic law still often debated. The law that became demands public is ideals social that is not Once stop chased until end life, good law from the norms of life social and also law in religious teachings that are adhered to, in every existence law Certain No will let go from goals and expectations subject law, subject law in matter This is man as has been parsed speaker previously about existence subject law or man That Alone. Trading currency in the practice Can become problem If No done with good faith and not fulfil principles expected justice in Islam. When implemented with honest intentions and transparency, as well as No harm one the parties involved, then matter the Can considered valid. Therefore that 's important for the perpetrators economy For understand and execute transaction the in accordance with sharia norms, so that trade currency no only profitable in a way economy, but also in accordance with Islamic moral and legal principles that prioritize justice and balance.

In practice economy, especially in transaction sell buy and partnership, there are A the right that grants chance to one of party For claim part his partner on treasure owned by together in a way force. This right known with Name right syuf'ah, which became important For understood in context Islamic law, both in life social and also economy. The term syuf'ah This Already known since pre -Islamic times (Jahiliyah), where if somebody want to sell house, yard, or property others, neighbors or colleague share own right For moreover formerly buy property the before anyone else. Practice This give they right For prioritized in transaction, giving chance First for they For to obtain asset said, and with thus protect interests of people around them. The main goal is For guard harmony social and relationships business between individual or community that has interest together. However, even though right syuf'ah has become part from history long Islamic law and tradition economy Arab society, understanding about it in modern society, especially in countries where the majority its population Muslims, including in Indonesia, are still very limited. Many people have not fully understand draft this, and as a result, the right syuf'ah often causes confusion, conflict, even prolonged conflict between individual, family, or group society. For example, if right syuf'ah No understood with Good or If No There is clear rules about How right the can applied in transaction economy, then will appear problem related claims that are not legitimate, injustice in distribution property, or even dispute laws that make things difficult settlement. In addition, ignorance This often cause conflict in family or between relatives involved in transaction treasure together, so that trigger disputes that can lasts a long time.

Study This aiming For dig more in draft contract syuf'ah as well as the relationship with partnership and sharf in perspective jurisprudence transactions, and How matter the translated in context law sharia economics that applies in Indonesia, especially in Compilation of Sharia Economic Law (KHES). Implementation law Islamic economics in system Indonesian law has challenge alone, because even though Indonesia is a country with majority Muslim

population, no all principle Islamic economics has integrated with Good in regulation applicable laws. Therefore that 's important For to study in a way deep How implementation Islamic law related right syuf'ah, which gives right First to individual or colleague share in transaction sell buy, get applied in system Indonesian law in general effective. Research this also aims For evaluate to what extent the provisions about syuf'ah and sharf in jurisprudence can accommodated and adjusted with need modern economy without ignore principles base Islamic law. Implementation right syuf'ah in The Compilation of Sharia Economic Law (KHES) is expected can reduce uncertainty law in transactions involving treasure owned by together, and give more protection Good for parties who have right in transaction said. With existence better understanding Good about right syuf'ah, it is hoped can come true a system more laws fair, transparent and harmonious, which is not only profitable the party that has power or richer, but also protective rights the more party weak in transaction economy. In addition, the proper implementation from principle Syuf'ah can also strengthen bond social and reduce possibility the emergence detrimental conflict society, especially in connection business and family. Therefore that 's important For Keep going dig and develop understanding about law syuf'ah and Al-Sharf in context modern economy in order to give more solutions appropriate in settlement dispute treasure owned by together and transactions sell buy in life everyday. (Soeroyo, 1995)

RESEARCH METHODOLOGY

In this study as for study yes used is a type of research study This can to study A documents of a nature secondary like for example rules legislation government, decision from court on A case, theory the law that concerned as well as some researchers ' opinions previously. Research normative This explain the data that has been obtained collected from a number of source with form of words uyang has assembled. In the research This as for grounded approach is conceptual approach, which is an approach This focuses on the doctrines that developed within knowledge law and the state approach (statute approach) which is the approach This aiming For discuss about view law Good thatlaw Islam and also law positive and its regulations in the legal world. Data collection techniques used in study This is with gather a number of source Good from books, articles and journals latest study relevant. After That For answer results study so will used framework deductive so that the questions become runaway study Can answered. In this research aiming For give corner view contract service in jurisprudence transactions related to Al Sharf and Syuf'ah.

RESEARCH RESULTS & DISCUSSION

Buy Sell As Basic Concepts of Syuf'ah and As-Sharf

In Arabic, there are a number of frequently used terms associated with draft promise or agreement, among others is wa'ad (al- wa'da), contract (al- aqdu), ' ahd ('al- ahdu), and iltizan. In Indonesian, we also know various term like promise, agreement, engagement, and agreement, which are often considered own almost the same meaning similar or at least each other related. However, if We dive into more in in context study law, each term the indeed

own different understandings and implications, depending on the context its use, well in Islamic law and law positive. The pronunciation of " akad " comes from from Arabic, to be precise from the word al- aqd, has a very close meaning the relation with commitment, agreement, or consensus (al- itifaq). In etymology, meaning contract in Arabic can understood as a bond or binding engagement, which describes the process of bringing two ends together rope and tie both of them until to form One a solid and unbreakable unity inseparable, similar with thread a rope that holds two parts together become One complete unity.

In perspective Islamic law, contract considered as connection between ijab and qabul, which leads to the achievement of valid agreement according to sharia. This process to mark the occurrence a connection laws that affect related objects with contract namely, something that gives clear rights and obligations between second split parties involved. In Law Number 21 about Islamic banking, especially in article 1 paragraph (13), states: that contract refers to a agreement written between Sharia Banks or Sharia Business Units (UUS) and party others, which mention the rights and obligations of each party in accordance with the applicable sharia principles. This is describe How contract in Islamic banking must based on appropriate provisions with religious rules, for ensure justice and sustainability in transaction running economy. By general, contract Can interpreted as all form action carried out by someone based on his wishes and consent, such as as it is in contract waqf, divorce, or liberation, each of which requires desire individual. As for in transactions involving two parties, such as sell buy, represent, and pawn, contract become component the main thing that forms runway law for the occurrence agreement the.

The experts Islamic jurisprudence, or majority of scholars define contract as a " relationship " between consent and qabul that are justified by syara, which gives rise to consequence law to related objects ". In other words, the contract must be legitimate according to religious teachings to have consequence binding law for parties involved inside. One of the form frequent agreement found in transaction modern economy, especially in Islamic banking is lease agreement. This can understood as a transfer right use on goods or services, which are performed with payment rent or wages, without accompanied by with transfer ownership goods That itself. In the context of This, the lease agreement is more focus on giving right For utilise a object or service during term time certain, with reward in the form of payment agreed rent between owner goods and tenants. According to Muhammad Syafi'i Antonio, this ijarah agreement refers to the transaction rent involving right use on goods or services provided by the party First to party second, without divert ownership goods the.

In sharia banking, ijarah contracts are frequent used in various form transaction financing, where Islamic banks or institution Islamic finance provides funds for move right use or benefit on a goods or services, but No divert ownership on goods the to party tenant. This is in line with sharia principles that emphasize justice and balance in transactions, as well as avoid existence element usury or uncertainty that is detrimental to one parties. In the Law Islamic Banking, explanation about the lease agreement confirms that transaction This must done in accordance with sharia provisions, with objective For facilitate transfer benefit goods or service to the party in need, without change ownership status the rented goods. With Thus,

the ijarah contract becomes one instrument important in Islamic economics that allows the occurrence mutual transactions profitable, transparent and appropriate with principles of Islam. Transactions This No only limited to the sector banking, but also can applied in various field others, such as lease property, vehicles, or provision services, all of which done with based on sharia principles that prioritize justice and certainty law.

Ijarah is one of the form very well known transaction in law Islamic economics, which includes various type rental goods or service with reward certain. There are several types of leases, each of which has different characteristics and purposes, which are tailored with need parties involved in transaction. The first type is Ijarah 'Amal, which is more leading to rental services. In transactions this, someone (the renter) pays wages For to obtain service from other party mentioned stake. Tenant, in matter this, is known as mustajir, meanwhile payment given on service the called ujarah. Concept This similar with the term "fee" in Language English, which refers to the rewards given on a service or work that has been done done. Next, there is Ijarah 'Ain or frequent also called Ijarah Mutlaqah (Pure Ijarah), which is form rental goods or asset without move ownership goods In this type of lease this, which was moved is benefit or right use from the rented item, not ownership. Therefore that, in contract this, the tenant (mustajir) only to obtain right For utilise goods or service the during period rent that has been agreed, without entitled on ownership goods said. In the language English, concept This often translated with the term "leasing." The third type is a lease agreement Bittamlik (IMBT), which is a a type of ijarah that combines element rent with option For buy or to obtain ownership goods at the end of the rental period.

In IMBT, the owner goods (mujir) promised For sell or even to grant rented items to tenant (mustajir) after period rent ended, with method certain, good through sell buy or grant. Choice This often taken if ability financial tenant No sufficient For buy goods mentioned at the beginning. At the end period rent, if rent paid has Enough For cover price goods along with the bank's profit margin, then tenant can buy or accept grant on rented goods. This IMBT often used in transaction financing housing area or vehicle motorized in Islamic banking. Other types is Ijarah Multijasa, which is based on the National Sharia Council fatwa No. 44/DSN-MUI/VII/2004, which explains that financing multiservice is financing provided For to obtain benefit from various services provided by the institution Islamic finance.

Financing This Can used in various sectors, such as education, health, employment, and sectors tourism. In terms of this, bank or institution Islamic finance will to obtain reward service (service fee) or fee) on giving service said, and its size fee or this fee must agreed previously between banks and customers. For every types of leasing, there are a number of pillars and conditions that must be met fulfilled so that the transaction the valid and appropriate with principles of sharia. Pillars main in ijarah includes parties involved in contract, namely tenant (musta'jir) and owner goods (mu'jir), objects for rent (ma'jur), and shighah (consent and qabul) as form a valid agreement. In addition, the terms other is existence payment rent or the fee that must be paid given by the tenant as compensation on benefits obtained during period rent. In overall, ijarah reflects principle base in law Islamic economics that prioritizes justice and balance between parties involved in transactions, where the rights and obligations of each party must clear and not harm one party.

Every form of lease, either That's ijarah ' amal, ijarah ' ain, ijarah Muntahiyah bittamlik, as well as multi-service ijarah, prioritizes transparency and fairness in transactions, as appropriate with objective Islamic law for create benefit and welfare people.

Overview About Shuf'ah Understanding

In general etymology, term syuf'ah originate from Arabic language which has meaning the basis of " collecting " or " combining ". However, the meaning the Then develop in context Islamic law becomes A concepts that lead to rights somebody For take transfer A object owned by together with those who have for sale or moved to party third. In the context of transaction or connection partnership, syuf'ah give right to remaining partners or the party that is still own connection together with asset the For in a way authoritative to obtain return part assets that have been for sale, with Terms and Conditions certain. In particular terminology, syuf'ah defined as rights granted to one of partner in A agreement or partnership For buy or take return part assets that have been for sale to party third, with pay a sum of money or costs that have been incurred issued by the party third the in the process of selling buy.

This right give justice and protection to partners who feel harmed by the sale without to the best of my knowledge they, who can happen in various transaction economy or connection partnerships, especially in matter ownership together. More examples simple can explained with situation as follows : Suppose A and B together own a piece divided land in a way proportional between both, such as 50% belongs to A and 50% belongs to B. Without to the knowledge of A, B then decide For sell all over part the land they have to C, which is party the third one is not related with A and with agreement beginning between A and B. In the situation this, A feels right his threatened because B has sell land the to others without permission or his consent. Therefore that, A is given right For do syuf'ah, namely right For take transfer land the return with pay the amount of money that has been issued by C as price purchase land. Application syuf'ah in context This No only give justice for A, but also protect rights partner or the previous party has involved in ownership together, so that they No disadvantaged in a way unilateral in transactions involving party third. This also works For prevent potential more disputes big between partner or members involved in agreement together. Concept Syuf'ah here is very related with principles base in Islamic law which prioritizes justice, balance, and protection right owned. In more wide, wide aiming For protect interest member or partners who feel his rights threatened consequence action other partners who sell or move part asset owned by together without to the best of my knowledge or permission they. This is related close with principle partnership in Islamic law, which emphasizes the need for justice, clarity and transparency in every transactions, as well as avoid all form loss for the parties involved. In practice law, rights syuf'ah This No only applicable For ownership land, but also can applied to various type asset other which are owned together, like property, business, or even share in a company.

In terms of this, every the party who feels disadvantaged or No was informed about sale or transfer asset together to party others, entitled For use right syuf'ah they For buy return asset said, with condition fair and proportional payment in accordance with what has

been paid by the party third. Syuf'ah play a role as mechanism important law in guard balance and justice between the parties who have connection ownership together. In addition, the concept This also reflects the values contained in Islamic law which seeks prevent existence taking profit in a way No fair or transfer right property that can be harm other party. in guard harmony social and economic, with give equal protection to all parties involved in transaction. Therefore that, syuf'ah No only just right law only, but also a tool For organize and maintain connection between partner or the sharing party ownership along with give room for the party who feels his rights threatened For return condition in accordance with agreement beginning. In practice, syuf'ah can also seen as part from effort For avoid conflict that can appear consequence disagreement or non-transparency in transactions involving transfer or sale asset together.

Shuf'ah is draft law in Islam which gives right to long time partner in A partnership For in a way authoritative take transfer asset owned by together with those who have sold by partner other to party third, with method pay a number of change the loss that has been issued by the buyer new. In case this, syuf'ah functioning as protection for the party that does not involved in transaction or No know that part his rights has for sale to party third.

Legal basis syuf'ah

Shufah (الشفعة حق) is right For buy goods sold by someone to party third, with condition the party that has right the can redeem or buy goods That with the price that has been agreed, as effort For protect rights member community of mutual support relate in matter ownership property. In Islam, syufah more general applied in context sell buy property, especially in a transaction involving two people who have right close together or connected in a right belong to the same.

In general explicit, syufah No mentioned in the Qur'an. However, there is the verse that regulates about principle justice and rights in transaction sell buy, which gives base law in context practice syufah. One of them is the verse that speaks about No may existence loss in sell buy as listed in Surah Al-Baqarah (2:282) : " *O you who believe, if You to transact No in a way cash For the specified time, then should You write it. And let there be two witnesses from your just people. If not there are two men, then a a boy and two girls, so if one of you from both of them forget, then the one who can remind others.*"

1) Should All Debts and Receivables are Written Down

﴿ يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَبَايَعْتُمْ بَيْنَكُمْ أَمْوَالًا مُقْتَضِيَةً لَإِجْتِهَادِكُمْ فَكْتُوبُهَا خَيْرٌ لَّكُمْ إِن كُنْتُمْ تَعْلَمُونَ ﴾

Allah O Allah May Allah be pleased with you The Most High And the Lord is the Most Merciful And I will not forgive you Kathaba And Allah is the Most Gracious And Allah Yabb Kathaba O Allah Yaqoob KOMYA O Allah, the Most Gracious Allah is the Most Gracious I am the Most Merciful And in the name of Allah O Allah, the Most Gracious O Allah, O Allah, O Lord, And He is the Most Gracious O Allah, Allah is the Most Gracious And Allah Yabbasa May Allah be pleased with you Shayya

Meaning : " *O you who believe, if You do business No in a way cash For specified time, please You write it down. and let it be a the author among You write it down with right. and don't writer reluctant write it down as Allah taught him, should He write, and let those who are in debt That dictate (what will be written that), and should He pious to Allah his Lord,*

and do not He reduce even a little bit than the debt The word "Dain" or debt is present between two people who want to sell, because the one request so that he No pay cash but with debt. Muamalah like This allowed syara ` with condition postponement payment That until one specified tempo. Not valid to suspend payment That with No clear payment terms. Next paragraph That explains that people who are in debt alone should to pronounce his debt and the payment terms with method imlak or dictated so then interpreter write That write what has been dictated that's it, with No damage A little even from agreement and the amount of debt that has been he said.. (Abdul Halim Hasan. 2006:168)

Allah SWT commands to race Muslims should maintain dealing with debts problem qiradh and silm that is the goods lately but the money upfront selling goods at the time that has been determined to write concern said. The scribe is a fair person who does not take sides adjacent party only. The person who gives the debt should express the intention is to have it written by an interpreter write and not reduce even a little bit the rights of others for the sake of personal.

2) If the Debtor A Fool

Farah Canaan O Allah, the Most Gracious O Allah, O Allah, O Lord, The Lord O Allah Yaffa
O Allah Allah Yasser O Allah Yamul Ha In the name of Allah And He is the Most Gracious
And Allah is the Most Gracious

Meaning : " if the debtor that person is weak his mind or weak (condition) or he Alone No capable dictate, then let his guardian dictate with honest..... The word " safih " is a stupid person, a stupid person, with a brain experience disturbance or a wasteful and extravagant wasteful the money to a place that is not useful. A " daif " person is a person who has too old or children who have not baligh. In a state That guardian they that's what acts dictate contract so if No There is that is with the judge".

3) Two Witnesses in Debts ۞

The Most High Allah is the Most Gracious My name is Allah is the Most Gracious Farah Allah Yakoon Allah is the Most Gracious Farah And He is the Most Merciful My name is The Most High My name is O Lord, O Allah Allah is the Most Gracious O Lord, Forgive me O Lord, O Lord,

Meaning : " *If not there are two people man, then (may be) one a man and two women from the witnesses you please, so that If a forget So the one reminds him This verse explains that people who want to have debts should confront to two witnesses man Muslim or two men and two women. Testimony of two women The same with testimony a man according to Malik and Shafi`l. If among them forgotten so can reminded by other people as required to Woman Because Woman that's it more weak from man "*.

4) Witness Don't Reluctant

And Allah Yabb O Lord, Aisha Mo Dio

Meaning : " *Don't witnesses That reluctant (to give) description) if they called Some scholars explain that the witnesses in question here is witnesses who have witness accounts receivable That since from beginning. If someone requested will to witness a thing, then don't they feel reluctant For become witness. So if witness That needed, especially in the beginning tie promise and make letter don't should feel reluctant even he including good deeds that is*

participate to smoothen agreement between two fellow Muslims, he may only reluctant if according to his knowledge There is another person who is more know the ins and outs of the matter than himself yourself. As for later day happen chaos whereas generally Already participate written become witness whereas He no prevented For come of course it's wrong to do himself Alone".

5) Don't Get Tired of Taking Notes

And Allah The Most High O Allah The Most High The Lord of the worlds O Allah Kafira O Allah O Allah, O Allah, the Most Gracious O Allah, the Most Gracious Allah is the Most Gracious O Allah, And the Lord And He is the Most Gracious And He is the Most Merciful O Allah The Prophet O Allah O Allah Tokiwon The Lord of the Rings The Most Gracious The Most High And I will not forgive you Fylisha O Allah, the Most Gracious Jhonah O Allah The Most High And He is the Most Merciful Aisha The Most High And Allah Yasser Kathaba And Allah Shaydid

and don't You bored write debt it is good small and also big until the deadline pay it. That is that, more fair in the sight of Allah and more strengthen testimony and more near to not (raise) your doubts. (Write it down your deeds that), except If transaction That trading cash that you run between you, then No There is sin for sharing you, (if) you No write it. and watch it if You sell buy Don't get bored write here intended that is write including debts and receivables, both small and large or large ones. Written the amount and the payment terms. That's what's more fair Because If dispute of course written testimony That more fair and more can help explain truth. This verse is argument which shows that writing is evidence that can be accepted if Already fulfill terms and conditions, and writing This must For affairs small and also big also not may belittle right so that No is lost.

6) Scribe Don't Harm

And the Lord The Most High And He is the Most Merciful Fowl Bukham And You are the One O Allah, *وَبِعَلْمِكُمْ* Allah is the Most Gracious And in the name of Allah In the name of Allah Shaykh O Allah,

It means : *"If you do (that), then Verily matter That is a wickedness in you. and be devout to Allah;... The words "Wala Yudharra " can be said interpreted with two meanings that is, don't give harm and don't bear disadvantage. According to the first meaning, interpreter write or witness don't applicable cheat in write or witness it Good towards the person in debt and also towards people who owe money ". (Abdul Halim Hasan. 2006:168-175)*

Hadiths about shufah Lots found in literature hadith that explains obligation For give right shufah in transaction sell buy property between fellow Muslims. From Abu Hurairah, Rasulullah SAW said, *"It is not permissible a Muslim sells goods to his brother who has have right syufah, except He give chance to his brother For buy goods the before anyone else."* (HR. Muslim) From Ibn Umar, Rasulullah SAW said, *"If someone sell the land to others, then neighbors who have right shufah on land the may redeem it."* (HR. Bukhari and Muslim).

Pillars and conditions shufah

Pillars and conditions shufah in Islamic law has a number of provisions that must be met fulfilled so that the rights the can run with valid. Pillars shufah Alone covers a number of aspects that must be There is in every transaction syufah. One of them is existence close

relationship between owner property and the party wishing to use right syufah, such as neighbors who have ownership bordering land directly. Next, Syufah only applies to property certain, namely land purchased by the party third and is in condition connected with right owned by the party who wants demand right syufah. In addition, the conditions that must be met filled so that syufah can applied is existence offer sell buy legitimate between seller and buyer First. The party that has right shufah must was informed moreover formerly about transaction said, so that they own chance For redeem property for sale. Other conditions are that the party that has right shufah must redeem items for sale in accordance with the price that has been agreed in transaction said, and not There is element coercion in matter This. Terms others, such as deadline clear time and agreement between the parties concerned, is also important. The owner right shufah must do action This before goods the move hand to party third. If one of condition This No fulfilled, then right shufah No can run with legitimate according to Islamic law.

In general structural, rights syuf'ah consists of from three component main, namely shafi', masyfu' alaih, and masyfu' fih, who have roles and conditions certain For Can applied in A transaction. Syafi', in matter this is the party that has right syuf'ah, namely old partners who are entitled buy return assets that have been for sale to party third. According to the views of the scholars of sect Syafi'iyah, the entitled party on right syuf'ah must be partner in A related partnerships with owned goods in a way together with system percentage. This means that right owned by on goods the No can differentiated in a way physical, but rather shaped ownership together that counts based on proportion. Therefore that is only parties involved in partnership those who have right For use right syuf'ah, and other parties who do not involved, even though own proximity physique with the assets in question, no entitled on right syuf'ah. In the school of thought Hanafiyah, right syuf'ah Can owned by another party whose assets close together with object syuf'ah, even though No bound in partnership that. (Zaki Nurfakhry, 2023)

Condition next is that syafi' must quick submit request For use right syuf'ah after know existence sales. If the request done with delay without valid reason, then right syuf'ah the will fall. This is due to reasons that delay the can cause uncertainty of ownership status to goods that have been purchased by the party third, which will harm buyers and can cause ambiguity in planning investment or development assets. Therefore that, if syafi' late in request his rights, then No There is Again possibility For submit right syuf'ah, and buyers who have buy goods the can continue his ownership without disturbance. In addition, Syafi' must give equivalent amount of money with the price that has been paid by the buyer new to the selling party asset said. If Syafi' only capable pay part from price said, then right his syuf'ah fall. This means that syafi' must fulfil all over his obligation For pay the price that has been determined so that it can be to obtain return goods said. If Syafi' only wish For to obtain part from goods sold, rights Syuf'ah will also cancel. Masyfu' ' Alaih is the receiving party or buy asset from partner others involved in partnership said. The party This become object from right Shuf'ah.

Related with action buyer to right syuf'ah, if buyer Already buy assets involved in transaction syuf'ah, then buyer the Can sell return asset However, the rights syuf'ah still applicable For party Syafi' who can submit request For buy asset said, both at the time

transaction First and also when asset the for sale again. If the buyer decide For give asset the through grants, endowments, or charity, then right syuf'ah from party syafi ' will fall, because ownership goods the No accompanied by with payment or change loss. Therefore that, right syuf'ah more focus on transactions sell buy with with payment, not ownership without change make a loss.

right syuf'ah This only can applied in condition certain, namely if There is sale or transfer right property that occurs without agreement all parties involved in ownership together. If there is agreement or permission from all the parties involved, then right syuf'ah No applies. In addition, the right this also depends on the terms and conditions applicable law, both in Islamic law and in regulation the laws and regulations in force in each country.

The views of scholars regarding shufah

The scholars agree that shufah is rights granted to neighbor or someone who has connection close with property to be for sale. This is intended For avoid discomfort or losses that can occur arise If party the third one is not known buy property said, which can harm the party that has connection direct with property the.

Imam Malik, He to argue that shufah is right for the nearest owner with property for sale. Imam Malik also emphasized that right shufah No only limited to sale buy land, but also applies in context treasure together other. Imam Shafi'i, He state that shufah applicable in transaction sell buy the land that is located in one region or area that is very close, where there is buyer party third can cause loss for the party that has right syufah. Imam Syafi'i also emphasized this that right shufah can enforced if fulfil terms and conditions certain, such as existence offer valid price. Imam Abu Hanifah, according to him, syufah only applies to adjacent land direct and deep condition certain, such as when one of them party sell to outsiders who do not own bond or close relationship with land the.

Implementation and completion dispute

In order for the transaction This legitimate in context syuf'ah, there is a number of conditions that must be met fulfilled. First, ownership assets by masyfu ' ' alaih must obtained through transaction legitimate commercial, such as sell buy or form transaction economical others. If ownership done through non- economical way like grant, inheritance, or charity, then right syuf'ah No can applied, because No There is cost or change loss that can occur returned by the party Syafi ' . Second, ownership assets by masyfu ' ' alaih must happen after the ownership process by Syafi ' in transaction commercial. If ownership the more Formerly move to party third (masyfu ' ' alaih) before syafi ' bought asset said, then right syuf'ah No applies. While damn it is object that becomes focus from transaction syuf'ah, namely assets involved in partnership that will taken transfer by the party who owns right syuf'ah. This asset generally in the form of object No move, like land or building. Concept This in a way firm set that goods move, like vehicle or other items that can moved, no Can taken transfer with right syuf'ah, even though goods the owned in a way together by several party in a partnership.

Assets that can become object syuf'ah must be nature No move and have clear value in a partnership. In case existence a number of the party that has right syuf'ah, namely when there is more from One syafi ' , then every party will own right syuf'ah in accordance with percentage ownership they in asset said. As for example, if A land 10 hectares area owned

together by three partners, namely A (50%), B (20%), and C (30%), and A sells its part to party D, then B has the right over 40% of the part sold by A, while C has the right above 60%. In case This, B has the right get 2 hectares from land sold by A, while C has the right acquire 3 hectares.

Review Al-Sharf General

Definition of as- sharf

Exchange foreign currency, in Language English known with the term "money changer" or more general called "foreign exchange" (forex). In the al- Munjid fi al-Lughah dictionary, the term al- sharf interpreted as activity sell One currency with other currencies. In etymologically, the word al- sharf own deeper meaning wide, covering draft exchange, addition, or transaction sell buy. The word al- sharf can also be understood as originate from the word sharafa, which means pay with addition or give more from what is received. In the context of law jurisprudence, term baby sharf used For refers to the transaction sell buy currency, good That gold with gold or currency with other currencies, which are carried out in form exchange with payment cash. As for the definition or the meaning of al- sharf according to a number of sources and references give more explanation detail. As for example, Wahbah Al- Zuhaili, a person expert jurisprudence leading, stated that al- sharf refers to the exchange currency with other currencies, either the currency including in same type or different ones.

Implementation and disputes of As-Sharf

As example, exchange between dollars and rupiah, or rupiah with ringgit, can classified in category this. This shows that al- sharf covers No only similar currencies but also different. According to view in term sharia, al- sharf is sell buy between One currency with other currencies, which can in the form of type similar currencies or different. In case this, transaction Can happen between two similar currencies, such as between two types the currency of the same country (for example rupiah with rupiah), or between different currencies, such as the rupiah with US dollars or on the contrary. This term more leading to the implementation Islamic law in transaction finances involving exchange currency. More continue, in a number of definition others, al- sharf understood as form sell buy similar items or No similar, but still done with payment cash. As for example, transactions involving gold and gold (good) in form metal or jewelry), or transactions involving gold and silver, both in form physique and also in form currencies, including in al- sharf category. This also includes transaction sell buy between foreign exchange (forex), where different currencies type can exchanged, good with method physique or through other market mechanisms.

About terms and conditions in transaction sell buy currency or al- sharf, there is a number of things to do note that transactions This legitimate according to sharia. One of very important condition is equality in mark exchange on transaction similar currencies. In the case of this, if somebody exchange One currency with the same type, such as rupiah with rupiah or dollar with dollar, then mark exchange it must be equivalent, or No may There is difference between amount received with what is given. In other words, no may There is element the benefits that are not fair for one party in transaction This is. confirm that transactions that are not comply principle equality in similar currency will considered haram because can leading

to practice usury. However, if transaction involving different currencies type, for example between rupiah and dollar currencies, then condition equality No Again applies. (Amalia, et al. 2022)

In terms of this, exchange different currencies type allowed, even though mark swap both of them No same, because in transaction kind of This of course Already become regulated habits based on difference mark exchange rates prevailing in the foreign exchange market. This is because mark swap between different currencies always varies in accordance with condition the changing global economy and markets, so No There is obligation For equalize mark swap in a way absolute between one currency with others. Therefore that, transaction like exchange rupiah currency with dollar or other different currencies type is legitimate in Islamic view, although mark exchange it No equal. With however, even though There is difference mark swap between different currencies, al - sharf still considered valid and permitted during No There is elements that lead to usury, maysir (speculation), or gharar (uncertainty). Transactions This must fulfil sharia principles that prioritize justice, transparency and certainty in transaction finance. As additional, necessary things be noticed is that transaction sell buy currency in Islam is not only just question agreement mark exchange, but also about time submission that must be made done in a way cash, without delays that can occur add uncertainty or risk that is detrimental to one parties. Therefore that, transaction sell buy currency must done with follow existing sharia rules so that transactions the still valid and invalid violate principles of Islam.

Pillars and conditions of As-Sharf

Temporary that, there is a number of conditions that must be met fulfilled so that the al- sharf transaction considered legitimate according to sharia law. One of the condition main is hand over accept what must be done before second split party separation (iftirak). This means that the transaction must finished with existence exchange currency and payments made in a way direct before second party leave place transaction. If the transaction This done with delay payment or one of them party postpone payment, then transaction the considered No valid. Fitriyah Faridatul, 2019) Apart from that, there are also related conditions with equality mark the exchanged currency, or al - tamatsul. The terms This applicable For exchange similar currencies. This means that if two currencies are similar exchanged, value swap between both of them must be same. As for example, if somebody want to exchange US dollar with other US dollars, value both of them must equivalent. However, if transaction involving different currencies type, such as exchange dollar with rupiah, the terms of al-tamatsul No applies, because of course in a way natural, value swap between different currencies will varies depending on the conditions economy and market. Therefore that, the difference mark between one currency with others can accepted in transaction this. Payment in al- sharf transaction must done in a way cash and not may There is delay Payment. Terms This applicable Good For exchange similar currency or different. Delay payment can create uncertainty in transactions, which can damage principle justice and clarity in sell buy. Therefore that, payment cash become a must in al- sharf transaction so that the transaction the valid and can acknowledged. Finally, in al- sharf transaction, no may There is element the

sham condition or choice based on condition specified by one party or both of them. (Baker, 2017)

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The Curse condition in matter This refers to a condition in which one of the party given right For cancel or continue transaction based on the conditions that have been determined previously. In the context of al- sharf, the existence of the sham condition can damage perfection hand over accept, which is condition legitimate from A transaction. Therefore that, if there is the sham condition in al- sharf transaction, then according to majority of scholars, transactions the considered No valid. However, according to the view of the Hambali scholars, although There is the sham terms, al- sharf transaction still considered valid, even though the sham condition the considered No applicable or in vain. In overall, al- sharf transactions covers a series strict rules related with exchange currency, good That similar currency or different. The parties involved in transaction This must ensure that all existing terms and conditions fulfilled so that the transaction can walk with valid and appropriate with principles justice in Islam. This is ensure that transaction finance, especially those involving foreign exchange, can

in progress with transparent, fair and impartial cause loss or uncertainty for the parties involved. (Ghufron, Almasadi, 2005)

The opinion of the scholars

Quoting al- Qardhawi's opinion, principles base in sell buy currency according to sharia is transaction must done in a way cash, namely existence hand over accept direct between party seller and buyer without delay. In case of this, transaction sell buy currency that is done in a way deferred, as is the case with spot and forward transactions, contains a number of conflicting elements with sharia principles. If analyzed more deep, transaction the potential involving element riba, which in context This can seen from a number of aspects. First, transactions This Possible contain element flowers. Flowers are basically believed as form ribâ, because is income received without existence legitimate and unlawful business existence associated risks. Therefore that, flower in context exchange currency is considered contradictory with sharia principles. Second, spot and forward transactions often done with delay in transfer of funds.

In spot transactions, the delay Can happen for two days after date transactions, whereas in forward transactions, the delay Can in progress Far longer, even up to 30, 90, or 180 days. Delay payment This potential leading to uncertainty and injustice, which ultimately Can produce practice ribâ. In addition, in transaction sell buy currency is also available element maysîr, which is often interpreted as gambling or speculation. In the Islamic view, everything form gambling or activities that contain speculation with hope to obtain profit without legitimate business forbidden.

According to Afzalurrahman, the captain is to obtain profit in a way easy without do Work or the effort that should be. This is very relevant with practice sell buy many currencies done moment this, where the transaction more prioritize fast and big profits without based on efforts real productive. With Thus, the transaction sell buy currency containing element speculation This Can categorized as maysir, which is prohibited in Islam. More Far again, in transaction sell buy currency is also contained element gharâr, namely uncertainty or excessive risk. Ibn Taymiyah disclose that gharar happen when somebody No can ensure What will happen in the future in a transaction business. Uncertainty This usually appear Because No existence clarity in matter price or condition traded goods.

In transaction currency, uncertainty This seen clear, especially in transactions of a nature speculative, such as in spot and forward transactions, which are often involving prediction to fluctuation mark exchange that can changed in a way drastic in short time. Uncertainty This make transaction the prone to to fraud or injustice, which is very contradictory with principles sell buy in Islam. Apart from the elements said transaction sell buy currency also contains element juhala, which refers to greater uncertainty deep. Juhala in context This refers to a situation where the parties involved in transaction No know with Certain mark or the price that will be accepted or paid on time transaction ongoing. Uncertainty This the more exacerbated by the reality that price sell or buy currency is often not determined at the time contract done, which creates doubt that is not can avoided by both split party. This is clear contradictory with principle sell buy in Islam which demands existence certainty and clarity in every transactions, including in matter prices and objects traded.

In its implementation, selling buy currency in Islam must be notice a number of the limitations that have been determined by sharia. First, the transaction must done with mastery direct on currencies exchanged, either by buyers or sellers and also seller, before both of them separate. Mastery This can in the form of mastery both materially and law. Second, if currencies exchanged originate from the same type, then must There is equality in quality and quantity, even though the model or its shape Can different. Third, no There is right the sham condition in al- sharf transaction, which means No may There is option for buyer or seller For choose whether will continue transaction or No after contract agreed. Fourth, the transaction No may involving grace period time or delay in mastery object transaction, because matter This will damage characteristic cash from transaction Therefore. that, if one of them party want existence delay or condition others who don't in accordance with sharia principles, then contract transaction the considered No valid.

Referring to the limitations that have been mentioned, there is a number of common practice conducted in the foreign exchange market conventional that must be avoided, such as transaction without handover or future non-delivery trading and margin trading. In practice this, the parties involved often not truly deliver the traded currency, but rather only just do the above agreement paper. In addition, transactions sell buy currency that is not For objective commercial or arbitrage, both spot and forward, must also be avoided, because transaction kind of This No fulfil principles sell buy legitimate in Islam.

Other practices that are necessary avoided is sell more currency from amount owned or purchased (over sold), and do transaction rent, which is also contradictory with sharia. In overall, practice sell buy currency in foreign exchange market context must done with comply sharia principles that prioritize justice, transparency, and clarity. All transactions containing element usury, maysir, gharar, or juhala must avoided to fit with principles Islamic economics that prioritizes halal and free transactions from element detrimental uncertainty party wherever.

Legal Basis of As-Sharf

Practice of al- sharf or exchange currency in Islam basically happen in form transaction sell buy, which is appropriate with sharia provisions that can justified based on verses of the Koran and hadith of the Prophet Muhammad SAW. In Surah Al-Baqarah verse 275, Allah says, "*Those who eat (take) usury No can stand but like the standing of the person who is possessed devil due to (pressure) disease crazy. Condition those who are like that That due to they said, truly sell buy That The same with usury.*" (Albugha, 2005)

This verse confirm that usury is something that is forbidden, and the difference between sell buy legitimate with usury must understood with clear. This is show that although transaction sell buy in general allowed, but If There is element usury involved, such as in flower or delay payment, then transaction the become No legitimate in Islam.

Therefore that, the practice of al- sharf must follow applicable provisions so as not to fall down in transactions containing usury. In addition, the Prophet Muhammad SAW also gave clear instructions about matter This in his words stated that sell gold and silver must done with principle equality or al- tamatsul. In the hadith narrated, the Prophet forbade sell gold with gold or silver with silver except in equivalent amount. This is show importance

equality in transactions involving goods similar, good in form physique and also mark exchange, use avoid existence injustice and abuse that can leads to usury. However, the Prophet also gave leniency For sell gold and silver with other types accordingly with desire the parties involved, provided that No There is element fraud or the losses that occur. Therefore that, in context al- sharf transaction, principle equality price be one of conditions that must be met fulfilled.

Syuf'ah and As-Sharf in the Digital Era

As-Sharf and Shufah are two concepts in Islamic law regulates transaction sell buy and purchase goods. Although both of them rooted in long - standing principles in Muslim society, they need understood and adapted so that it can be applied in the modern world, especially in the digital era This. Both draft This own an important role in ensure justice and rights parties involved in transaction sell buy, good in transaction conventional and also increasingly digital transactions develop rapid. As-Sharf is related with transaction exchange goods, especially in form currency or items that can be exchanged. In Islamic history, as- sharf related with exchange currency to be in accordance with provision certain, such as type legal tender, appropriate amount, and principles justice between second parties involved.

In the digital era, as- sharf translated in form transaction more finances sophisticated and complex. For example, exchange electronic currencies, such as cryptocurrencies, or transaction other digital- based. Although technology has bring convenience, this digital transaction must still notice principles of as- sharf, such as No There is element uncertainty (gharar) and the existence of clear agreement between second split parties. In the digital world today this, many transaction finances that are done through application or a digital platform that allows exchange currency or goods in virtual form. As example, a person can buy goods in the online market using payment electronics. Principles of as- sharf must still applied in transaction such as ensure that amount paid in accordance with mark items purchased and not There is fraud or ambiguity in transaction said. One of the challenge the biggest in digital transactions are potential existence difficult uncertainty predicted, such as fluctuation sudden price or losses caused by systems that do not transparent. Therefore that, in do as- sharf transactions in the digital era, all party must ensure that clear rules and regulations has agreed and not There is element fraud that can harm one parties. While that, syufah is right for somebody For buy goods sold by neighbors before goods the for sale to other parties.

In general general, syufah applied in sell buy property, in particular land, which has proximity physique between owner right syufah and property for sale. In the digital world today this, principle shufah can translated in matter sell buy property online, which is increasingly rampant with the existence of a sales platform buy properties that allow transaction done virtually without must meet directly. In case this, right shufah still applicable If There is the party who wants buy previous property Already purchased by someone else who has connection with owner property In this case. this, syufah can play a role in prevent the occurrence transactions that are not in accordance with principle justice social and justice economy in society. Implementation Syufah in the digital era requires adaptation and understanding to applicable law in transaction sell buy property that is done through digital

platforms. In some case, syufah can applied If someone who has right shufah know that property for sale is at in the area or the area that becomes his rights For buy. Like as it is transaction sell buy property in a way traditional, in digital transactions are also rights shufah still must respected and implemented in accordance with existing provisions. One of them challenge in apply shufah digitally is How information about transaction property can with clear forwarded to entitled party on right shufah the.

Therefore that, transparency in the sales platform buy online become it is very important that the rights every individuals, especially those related to with syufah, can implemented with good. In the digital world, besides transaction goods and properties in need attention regarding as- sharf and syufah, there are also other transactions involving rights consumers and justice social. The existence of digital platforms that allow transaction in a way fast and easy bring impact big to method We do sell buy. However, technology this also brings up challenge new, like potential online fraud or mismatch goods received with what was promised. In terms of this is important for digital platform users to more be careful and make sure that transaction done with appropriate principles with sharia rules, namely No There is element fraud and the resulting losses from transaction In addition, in this digital era, many ongoing transactions without existence look at advance direct between sellers and buyers.

Although thus, the thing This No remove not quite enough each party's responsibility For ensure clarity transactions and compliance to sharia law. Therefore that, syufah, which is basically aiming For give protection to parties who have right on property or goods certain, fixed relevant and must applied in transactions made online. This is considering that although form transaction has change, essence from rights individual in Islam, such as right For buy property for sale neighbors, still must respected in the digital world. In overall, both as- sharf and also shufah is part important from Islamic law that can applied in digital transactions with still notice principles justice, honesty, and transparency. The existence of digital technology makes it easier transaction No may reduce justice and rights parties involved in transaction Therefore. that 's important For put forward Islamic values in every digital transactions are carried out, with notice rights every individuals involved.

CONCLUSION

Practice syuf'ah in Islam shows that right syuf'ah is rights granted to old partner (syafi ') in a partnership For buy return assets that have been sold by partner other to party third, with method pay the amount of money that has been paid by the party third said. Practice syuf'ah aiming For guard right long time partner in partnership and prevent potential possible losses arise consequence transaction with party the third one is not approved. In the syuf'ah, there are three harmonious main, namely syafi ' (old partner who has right syuf'ah), masyfu ' ' alaih (the party who buys asset from partner others), and masyfu ' fih (assets that become object syuf'ah). So that the rights syuf'ah valid, Syafi ' must quick request his rights after know existence sale assets, and payments change make a loss must done in a way full. Right of Shuf'ah this is also just applies to assets that are not move, like land and buildings, as well as in context partnerships that are percentage. Apart from that, if more from One partner own right syuf'ah, then each partner entitled buy part in accordance with percentage ownership.

If Syafi ' does not do request syuf'ah in reasonable time, his rights will fall. Transaction sell purchase involving syuf'ah must done in a way authoritative, and not may There is delay or detrimental uncertainty party syafi ' or buyer.al - sharf practice in Islamic view shows that transaction sell buy foreign currency, whether involving similar currency or different type, allowed during fulfil the conditions that have been determined in sharia. First, transactions This must done in a way cash or cash, namely handover currency must done before second split party to part, to avoid element delays that can occur leads to usury. Second, if transaction involving similar currencies, then mark swap between second the currency must The same or equal (al- tamatsul), as taught in hadith of the Prophet. However, if currencies exchanged originate from different types, such as rupiah with dollar, no There is obligation For equalize mark exchange, because difference mark swap the is it 's normal in practice global economy. In addition, al- sharf transactions must avoid existence prohibited elements in Islam, such as usury (interest), maysir (speculation), and gharar (uncertainty). Usury will appear If There is element flower or delay in payment, while maysir and gharar appear If there is speculation or uncertainty that is detrimental to one party in transaction. Therefore that, equality mark exchange, certainty transactions, as well as avoidance from prohibited elements, being principle main in legitimate al- sharf transaction according to sharia.

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