

**LEGAL PROTECTION OF DEBTORS IN FISHING GEAR PROCUREMENT  
AGREEMENTS FROM A MAQASHID PERSPECTIVE SYARI'AH (Case Study on Bonang  
Fishermen, Demak)**

Rosikhan Anwar<sup>1</sup>

<sup>1</sup>Wahid Hasyim University Semarang

Corresponding author : r3ikhan@gmail.com

**Abstract**

*This study aims to describe the problems and impacts of the procurement of fishing gear in the Bonang Subdistrict, Demak Regency community in terms of maqashid shari'ah. Efforts can be made to improve the fishing gear procurement agreement to comply with applicable laws. This research uses a legal sociology or empirical juridical research approach. The data collection techniques used are observation, documentation, and interviews. The results of this study indicate that Legal problems that occur in the fishing gear procurement agreement in Bonang Sub-District, Demak Regency, arise for several reasons: the debtor does not have capital, the deal is only made based on mutual trust, there is no black on white. The capital provider gets a share of 1 crew member every time the juragan goes to sea with the principal debt still the debtor's responsibility (juragan). The creditor does not want to because he will no longer receive a share of the crew when the debt is repaid. In addition, it often happens that when the jagan goes bankrupt and the fishing gear is sold, the debtor does not return the total amount of money, sometimes only 50 percent. Agreements in conventional law are regulated in Article 1320 of the Civil Code. Meanwhile, in Sharia economic law, the agreement leads to usury because an addition (mbageni) in the debt and credit agreement for procuring fishing gear is detrimental to the debtor.*

**Keywords:** *Accounts Payable, Investment Shares, Fishing Gear, Maqashid Shari'ah*

**A. Introduction**

Humans have a position as individual, social, and divine beings. Directly or indirectly, humans have a reciprocal relationship with the environment of their activities that affect their environment, and vice versa. Humans are influenced by their environment. This reciprocal relationship exists between humans as individuals, groups, or communities and their natural habitat (Silalahi, 2012: 8). Likewise, the fishing community is a group whose lives depend directly on marine products, either by catching or cultivating. They generally live on the seashore, a residential neighborhood close to the location of their activities (Mulyadi, 2015: 7).

They make fisheries their most crucial livelihood. A fishing community is not just a group of laborers who catch fish in the sea but a community whose basis of life relies on the sea and the marine products in it for the continuation of their future (<http://www.Suaramerdeka.com.htm>, 25 July 2021).

In social life, the fishing community in Bonang Demak is instinctively a creature that is always dependent and bound and needs each other. Because the nature of interdependence and mutual assistance is a primary human character, Allah, in this case, limits what mutual assistance must be applied in fulfilling the needs of life among them. The relationship between individuals and others, such as the discussion of rights and obligations, property, buying and selling, cooperation in various fields, lending, and borrowing, renting, using services, and other activities that are indispensable to humans in everyday life, are regulated through applicable laws (Hasan, 2013: 1).

The Bonang Demak community, most of whose population are fishermen, makes ships the primary tool for fishing and fishing. Every time they return from fishing, fishermen certainly need capital for sea equipment. The capital is obtained by ship owners either through their own money or, most widely, through debt and credit, commonly known as planting shares.

Debt and credit in the fishing community of Margolinduk Village, Bonang Demak, has become one of the main habits when they want to complete the ship's equipment. The debt is made with financial institutions or individuals (either family, friends, or neighbors) because the purchase price of the ship and its equipment, according to one of the ship owners, Mr. Sakirin, reaches Rp. 200,000,000 up to Rp 500,000,000 for a standard-size ship with its equipment, making it impossible to use its capital (Interview, Mr. Sakirin, Ship Owner, February 14, 2023). On average, the debt and credit process is carried out with a system of giving rewards to the debtor because, for fishermen, the debtor has provided business capital, and it is impossible without giving rewards. The reward can be in the form of giving a share of the crew (ABK) every time they get the results of fishing or by giving certain rewards such as giving a certain percentage of the nominal value owed, the custom of the people in Margolinduk Village, Bonang Demak is to give a reward of Rp. 10,000 per day for those who owe Rp. 1,000,000, - applies multiples (Interview, Mr. Aksin, Fisherman, February 14, 2023). Ten thousand per day for those who owe Rp 1,000,000 multiples apply (Interview, Mr. Aksin, Fisherman, February 14, 2023).

The process of the debt and credit agreement is carried out under the hand without a

written agreement, only by using receipts, so that if a problem occurs, there are parties who are disadvantaged, such as the debtor who does not have legal power when he already has money to pay off debts to the creditor. However, because the ship often gets results, the creditor wants to avoid accepting repayment and still wants to invest in the boat, according to the agreement made. Still, if the creditor wants his money back one day, the ship owner must return according to the initial deal. This is usually the beginning of a conflict. Still, the creditor is also usually lied to by the shipowner by saying that the ship does not get results so that the creditor does not get a profit share from the investment shares given, so that sometimes it triggers the withdrawal of investment shares even though the shipowner has not been able to pay it off (Interview, Mr. Irkham, Community, 14 February 2023).

The custom of debt and credit by giving rewards in the fishing community of Margolinduk Village, Bonang Demak, has been going on for a long time. It is still happening today because it considers the reward to be reasonable and not disputed by both parties to the contract. However, it is very vulnerable to losing one of the parties because of the absence of legal protection for those who make agreements. A contract or agreement, in principle, still refers to the norms specified in Article 1320 of the Criminal Code, which consists of an agreement, capacity, certain things, and halal causes. With the fulfillment of these four conditions, an agreement becomes valid and legally binding for the parties who make it. According to Tim Lindsey et al., a contract or contract is an agreement or commitment with oral, gesture, or writing between two or more parties that has binding legal implications to implement it. In essence, a relationship between *ijab* and *kabul* underlies the contract. Thus, a contract is the achievement of *ijab* stated by one party and the *qabul* of the other party legally. (Lindsey, *et.al.*, 2013: 259).

Book III of the Civil Code states that an agreement is open or adheres to the principle of freedom of contract. A person, business entity, or institution is allowed to make any agreement, whether it has been regulated by law or made an agreement that has not been regulated by law, because it can be called a new type of agreement. It is possible for the parties to bind themselves, resulting in imbalance and only benefitting one of the parties. The existence of an advantage of one of these parties will dominate in determining the terms of the agreement so that the other party only has the opportunity to accept and reject the agreement imposed on him. It is indeed worth noting that all of this can be made possible by the principle of freedom to the tenant (Subekti, 2014: 152). Mutual willingness between the two parties to the contract is an

important legal basis in every agreement and provides legal protection for both parties.

The custom of the debt and credit agreement by providing rewards in the Bonang Demak fishing community has become interesting to study because it has become a community habit so that the reward becomes natural and not contested by both parties to the contract. In principle, debt and credit aim to help each other in need. For people who like to provide help to others, Allah SWT will always provide help to his servants. Even if people like to give debt to others more than once, one loan is worth the same as sadaqah. This is summarised in the following hadiths of the Prophet Muhammad SAW. :

عَنْ أَبِي مَسْعُودٍ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ مَا مِنْ مُسْلِمٍ يُفْرَضُ مُسْلِمًا قَرْضًا مَرَّتَيْنِ إِلَّا كَانَ كَصَدَقَتِهَا مَرَّةً (رواه ابن ماجه)

Ibn Mas'ud reported that the Prophet Muhammad said: "No Muslim owes another Muslim twice, except that one is like sadaqah" (HR. Ibn Majah) (Sabiq, t.th: 167).

The most basic thing that needs to be considered in debt transactions is to avoid the element of usury. As we know, the practice of usury has been going on long before Islam was born. History records no less than Plato and Aristotle from Greece and Cicero and Cato from Rome, so they criticized this activity. Plato was of the view that usury causes division and becomes dissatisfaction in society. In addition, according to him, usury is a means of exploitation of the rich against the poor. The prohibition of usury is a central goal of all moral teachings that exist in all societies (Indonesian Bankers Institute, 2011: 45). usury is income that is obtained unfairly because usury is the same as ordering others to return the amount of money higher than what was loaned. By setting usury, it means that someone has ensured that the business being managed must be profitable. Meanwhile, everyone cannot be sure whether the business being run will benefit or not (Subekti, t.th: 21). In addition, usury can lead to hostility and reduce the spirit of cooperation with fellow human beings.

Islam, with its teachings, prohibits the practice of usury because, in usury, there is an element of extortion that is very cruel and can torment others, especially borrowers or debtors. The prohibition and prohibition are based on the law of clear and definite texts (qath'i), both the Qur'an and hadith, which are no longer possible to be tampered with or interpreted arbitrarily, even though the pretext of ijtihad or renewal.

Based on this background, the researcher wants to examine the legal problems and the impact of the fishing gear procurement agreement on the fishing community in Bonang District, Demak Regency, and how the agreement is according to the Maqasid Sharia Perspective.

## **B. Research Methods**

This research is classified as field research. This type of research is qualitative research (Nawawi and Martini, 2016: 174). In this research, researchers describe events and occurrences in the field without turning them into numbers or symbols (Arikunto, 2012: 12). This research will describe the problems and impacts of the fishing gear procurement agreement on fishing communities in Bonang District, Demak Regency.

Data sources in this research: The author uses primary and secondary data that are factual and can be accounted for in solving the problems in this study.

The primary data sources of this research are the results of interviews with ship owners, debtors, and fishermen.

Secondary data sources in this study, the author directs more to supporting data and additional tools, in this case in the form of written data, namely data from villages or villages, scientific magazines, data sources from archives, personal documents, and official documents. In its application, This can take the form of books related to the law of agreements, debts, and receivables. buku-buku terkait dengan hukum perjanjian dan hutang piutang.

### **Data Collection Methods**

In this study, to collect data, there are several methods used among others:

#### **a. Interview Method**

This research conducted free guided interviews with boat owners, debtors, and fishermen to obtain data on fishing gear procurement agreements in fishing communities in Bonang District, Demak Regency.

#### **b. Documentation Method**

Researchers use this documentation to obtain data on the condition of fishermen in Bonang Demak District, in the form of maps, population data, books and so on.

### **Data Analysis Method**

For data analysis techniques for problems that have been formulated in this study, the authors use an interactive analysis model developed by Miles and Huberman.

Data Reduction: Data from various sources, such as observations, interviews, and documentation, were selected and analyzed based on their relevance to the research problem.

Presentation of Data: The data that has been selected is presented in narrative form or a brief description. This includes the agreement process, implementation, and problems related to the fishing gear procurement agreement in the Bonang District, Demak Regency fishing

community.

Data Summarization: Researchers interpret the data that has been presented with their understanding. This conclusion is supported by valid and consistent evidence from data collection. The research results are new findings that have not previously been revealed.

The ultimate goal of data analysis is to gain an in-depth understanding of the legal protection of debtors in fishing gear procurement agreements in Bonang District, Demak Regency, from a Maqashid Syariah perspective.

### **C. Research Results and Discussion**

#### **Problematics of Fishing Equipment Procurement Agreements in Fishing Communities in Bonang District, Demak Regency**

In the context of the fishing community in Bonang Subdistrict, Demak Regency, the agreement to procure fishing gear, often called planting shares or mbageni, is an economic practice that has its roots in social and cultural traditions. The fishing community there has a need for fishing gear, which is the main capital to go to sea and fish. Due to the limited capital owned by boat owners, they often enter into fishing gear procurement agreements through the share planting system.

The process of investing in shares is carried out because boat owners need capital to buy equipment such as nets, fishing gear, engines, or other equipment needed in fishing activities. However, they often do not have enough capital or cannot apply for a loan from a bank because they do not have enough collateral. Therefore, this agreement is a common way to fulfill their needs.

Factors influencing the persistence of these fishing gear procurement agreements include social, economic, and cultural aspects:

##### **1. Social Factors**

The fishing community in Bonang Sub-district has a tradition of mutual cooperation and mutual help. The fishing gear procurement agreement process is a tangible form of helping each other. This reflects the strong social values in the community.

##### **2. Economic Factors**

The limited capital of boat owners makes them dependent on the share farming agreement. They need capital to go to sea, and the sharecropping system gives them access to the capital they need. This also relates to the need to fulfill urgent daily needs.

##### **3. Cultural Factors**

The practice of planting shares or mbageni has been going on for a long time and is part of the culture of the fishing community in the Bonang Sub-district. It reflects habits and customs that have developed, and the community considers it as something ordinary and natural. This tradition is an example of how customs and habits can influence economic practices.

In addition, this fishing gear procurement agreement involves aspects of Islamic law. In Islam, there is a concern against the practice of usury, which is prohibited. The practice of stockbroking is essentially a form of lending that involves the payment of interest or additional profit, which is often problematic in a sharia context.

In the understanding of Islamic law, the contract used in the share planting agreement in the Bonang Sub-district can be considered valid if it meets certain conditions. However, if there is an element of usury or additional profit that is not in accordance with Islamic law, then the practice can be considered invalid.

### **The Impact of Fishing Gear Procurement Agreements on Fishing Communities in Bonang District, Demak Regency**

The impact of the fishing gear procurement agreement on fishing communities in Bonang Subdistrict, Demak Regency, can be divided into two important aspects, namely positive impacts and negative impacts.

#### 1. D Positive Impact

**Fishermen Get Capital:** Fishermen benefit from getting capital or loans to buy the fishing gear needed to go to sea.

**The Interest of the Debtor is Fulfilled:** The debtor is not disadvantaged because the fishermen are willing to compensate or benefit them.

#### 2. Negative Impact

**Conflict of Interest:** Sometimes, there is a dispute between the fishermen and the lender when the fishermen want to repay the capital debt or return the initial capital. The lender may be reluctant to accept it because they want their money to continue to be used by the fishermen who often provide results at sea.

**Cases of Improper Capital Payment:** There are cases where, after the boat is sold, the boat owner pays only a portion of the capital amount they should be responsible for or even escapes the responsibility of returning the capital.

**Effect of Usury on the Agreement:** Islamic economic principles encourage voluntary

lending and borrowing without expectation of reward or interest. However, in this agreement, there is an element of usury that can interfere with this principle because the capital provider gets a profit without risk. At the same time, the fisherman who borrows the money is at risk and has to pay extra (usury).

Societal Impact: Usury can lead to economic injustice and hostility and reduce the spirit of cooperation in society.

In Islam, usury is considered incompatible with the principles of muamalah and voluntary transactions and can have negative economic and social impacts. The main principle in Islam is to help one another without expecting anything in return, and usury interferes with this principle. In addition, usury only benefits one party while harming the other.

### **Legal Protection of Debtors in Fishing Gear Procurement Agreements**

In the practice of capital cooperation among fishing communities in Bonang Subdistrict, Demak Regency, there is a fishing gear procurement agreement known as "planting shares." This agreement usually involves fishing boat owners who need capital to purchase fishing equipment, such as nets. This agreement is made because the boat owners need to have their own money or obtain loans from banks due to limited collateral or ownership certificates.

In the fishing gear procurement agreement, the owner of the capital, often called "mbageni," provides the capital funds, and the fishermen, or "juragan," agree on compensation in the form of a share of the catch (ABK). For example, if the mbageni provides the capital of Rp. 20 million, then they will receive compensation in the form of a share of the crew when the fishermen go to sea. So far, this kind of agreement has become a common practice in the fishing community in Bonang Sub-district.

From a juridical perspective, for an agreement to be considered valid under Indonesian law, four conditions must be met according to Article 1320 of the Civil Code (KUHPERDATA). These four conditions are:

1. Agreement of the Parties

This agreement includes the consent of the capital owner and the boat master, who bind themselves to the fishing gear procurement agreement.

2. Capacity to Perform Legal Acts

The parties involved in the agreement must be mature and reasonable, which enables them to perform legal acts.

3. Kecakapan Melakukan Perbuatan Hukum



Para pihak yang terlibat dalam perjanjian harus dewasa dan berakal, yang memungkinkan mereka untuk melakukan perbuatan hukum.

#### 4. Existence of a Specific Object

In this case, the object of the agreement is fishing gear, which must be clear and determined by the parties.

#### 5. Non-prohibited Cause (Halal Cause)

The agreement must comply with laws and regulations, principles of decency, and public order.

The agreement must comply with laws and regulations, principles of decency, and public order. However, in the context of the fishing gear procurement agreement in the fishing community in Bonang Subdistrict, there is a shortcoming in fulfilling the fourth condition because the capital provided by the owner of the capital remains intact even though the price of the net decreases. In this practice, it is more similar to a debt and credit loan with additional profit sharing (mbageni), so there is an element of coercion for the boat juragan to provide a share of the proceeds and maintain the capital provided.

Within the Shariah framework, business cooperation, such as that described in the fishing gear procurement agreement, should adhere to the principles of Islamic economics, such as the principle of voluntariness, profit sharing based on fair agreement, and responsibility for losses due to negligence. These principles are based on an agreement between the two parties, with a transparent and fair division according to the prior agreement. In the context of this agreement, the responsibility for losses due to net price depreciation or net damage is the responsibility of the boat captain.

In practice, the legal protection of the debtor (shipowner) in this agreement seems to be inadequate, and this agreement may not be fully in accordance with the principles of Islamic economics that encourage fair cooperation between capital owners and entrepreneurs.

### **Efforts to Improve the Fishing Gear Procurement Agreement in the Bonang Community, Demak Regency**

The practice of fishing gear procurement agreements in the community of Bonang Subdistrict, Demak Regency, has several risks and problems that may arise because these agreements are carried out traditionally without written documents. Debtors (boat owners) borrow money from creditors (capital providers) to buy fishing equipment without written documents, relying only on trust. At the initial agreement, There is an agreement on the division

of fishing products (ABK), while the principal debt remains.

Some problems arise in this practice, especially as fishing gear depreciates over time. Debtors feel disadvantaged because they have to repay the principal debt without considering the depreciation of the fishing gear, which can be considered as additional interest. Despite the initial agreement, implementation often needs to be improved.

Some efforts to improve fishing gear procurement agreements in the community of Bonang, Demak Regency, may include:

1. Entering into Agreements with Trusted Financial Institutions

It was entering into agreements through financial institutions governed by the government, such as banks, savings and loan cooperatives, or Badan Muamalat Tijari (BMT). This will provide better legal protection and transparent rules for all parties.

2. Provide Waivers or Special Requirements

Financial institutions can provide waivers or special requirements for fishing communities in fishing gear procurement agreements, given the limited collateral they have.

3. Implementing Preventive Measures

Prevent future problems by enforcing rules to protect both creditors and debtors through preventive or repressive legal protection in accordance with applicable law.

4. Reconsideration of Agreement Rules

Conduct another deliberation to establish fairer agreement rules, avoid violations of Islamic economic principles, and avoid the impression of usury or additional interest in the agreement.

This effort aims to ensure that the fishing gear procurement agreement in the community of Bonang, Demak Regency, is fairer and in accordance with the principles of Islamic economics and maqashid shari'ah. By making these improvements, it is hoped that the agreement can provide better protection for both parties so that no one feels disadvantaged in this economic transaction.

## **D. Conclusion**

Based on the description and discussion in the previous chapter, it can be concluded that:

Problems in the fishing gear procurement agreement in Bonang Subdistrict, Demak Regency, include several aspects. Firstly, this agreement is not regulated in writing, only with receipts. Secondly, the debtors must provide compensation every time they return from fishing,

which is burdensome for them as juragan boat owners. Third, the creditor is reluctant to accept the return of capital debt if the catch is good enough. Still, on the contrary, if the creditor needs a return, the debtor must return it immediately. Fourth, because of the demand for profit sharing from the capital owner, the juragan often lies to reduce the share amount or even not give it at all. Another problem arises when the boat owner is unwilling to fully repay the debt because the price of fishing gear has fallen, and the gear is not profitable.

The impact of this agreement on the fishing community in Bonang Subdistrict, Demak Regency, consists of two sides. First the positive impact, where the boat owner gets capital to buy fishing gear, and the lender also gets a share of the catch (mbageni). Second the negative impact, which involves disputes when the boat owner wants to pay off the capital debt or return the initial capital to the capital lender, but the lender refuses because he wants to continue to get a share of the crew. Problems arise when the boat owner goes bankrupt and does not return the full amount of money after selling the boat.

The fishing gear agreement among fishermen in Bonang, Demak, leads to a violation of the principles of Islamic law from the Maqasid Sharia perspective. This practice is similar to usury because there is an addition (mbageni) in the payment of capital debt, which is detrimental to the debtor. This kind of practice should be eliminated because it is not in accordance with Islamic values and is detrimental to the debtor.

To improve fishing gear agreements in Bonang, Demak, efforts that can be made include involving trusted financial institutions under the supervision of government agencies, such as banks, savings and loan cooperatives, or BMTs. Rules that protect both parties must be in place. In addition, financial institutions can provide waivers or set special conditions for fishermen who want to borrow capital to buy fishing gear. All parties must comply with the rules that apply in the financial institution.[]

## BIBLIOGRAPHY

- Afriqi, Ibn Mansur al-, t.th, *Lisan al- 'Arab*, Beirut: Dar ash-Shadr
- Ainurrofiq ed., 2012, *Mazhab Yogya, Menggagas Paradigma Ushul Fiqh Kontemporer*, Yogyakarta: Ar-Ruz
- Alwi, Hasan. 2016. *Kamus Besar Bahasa Indonesia*. Jakarta: Balai Pustaka.
- Anshori, Isa, 2009, "Maqāṣid Al-Syarī'ah Sebagai Landasan Etika Global", *Jurnal Hukum Islam, Vol. 01, No. 01, Maret*

- Arikunto, Suharsimi. 2012. *Prosedur Penelitian Suatu Pendekatan Praktek*. Jakarta: PT Rineka Cipta.
- Azwar, Saifudin. 2011. *Metode Penelitian*. Yogyakarta: Pustaka Pelajar.
- Bakri, Asafri Jaya, 2016, *Konsep Maqashid Syari'ah Menurut al-Syatibi*, Jakarta: Raja Grafindo Persada
- Dahlan, Abdul Aziz, 2016, *Ensiklopedi Hukum Islam*, Jilid 5, Jakarta: PT. Ictiar Baru Van Hoeve
- Dani Ahmad, Moch, Cahyo Sucipto, dan Rina Nurhayati, "Analisis Penerapan Akad Mudharabah pada Pemberian Modal Pakan Ikan Berdasarkan Kajian Ekonomi Syari'ah", *EKSISBANK Vol, 3 No, 2 Desember 2019*
- Daraini, Fatkhi al, 2015, *al-Manahij al-Usuliyah fi Ijtihad bi al-Ra'yi fi Tasyri'*, Damaskus: Dar al-Kitab al-Hadis
- Djamali, R. Abdul. 2012. *Hukum Islam (Asas-asas Hukum Islam I, Hukum Islam II)*. Bandung: Mandar Maju.
- Gamar. 2020. Perlindungan Hukum terhadap Kepentingan Debitur dan Kreditur dalam Perjanjian Kredit PT. Bank Pembangunan Daerah x. *Jurnal Hukum Kenotariatan 2 (1)*. Januari
- Hasan, M. Ali. 2013. *Berbagai Macam Transaksi dalam Islam Fiqh Muamalah*. Jakarta: PT. Grafindo Persada.
- Hirsanuddin dan Sudiarto. 2021. Perlindungan Hukum Bagi Para Pihak (Kreditur Dan Debitur) Melalui Parate Executie Obyek Hak Tanggungan. *Jurnal IUS Kajian Hukum dan Keadilan 9 (1)*. April
- Ibrahim, Duksi, 2018, *Metode Penetapan Hukum Islam: Membongkar Konsep al-istiqra' al-Manawi Asy-Syatibi*, Yogyakarta: Ar-Ruzz Media
- Ichsan, Achmad. 2009. *Hukum Perdata IB*. Jakarta: Pembimbing Masa.
- Institut Bankir Indonesia, 2011, *Bank Syari'ah: Konsep, Produk, dan Implementasi Operasional*, Jakarta: Djambatan
- Jamali, R. Abdul, 2012. *Hukum Islam Asas-asas Hukum Islam I, Hukum Islam II*, Mandar Maju
- Lihasan, Ahsan, 2008, "*al-fiah al-maqashid' inda al-imami al-syatibi*", Dar al-salam: Mesir
- Lindsey. Tim et al. 2013. *Hukum Keluarga, Pidana & Bisnis Kajian Perundang-undangan Indonesia Fikih dan Hukum Internasional*. Jakarta: Kencana Prenada Media Group.
- Mas'ud, Muhammad Khalid, 1995, *Shatibi's of Islamic Law*, Islamabad: Islamic Research Institute
- Muhammad, Abdul Kadir. t.th. *Hukum Perjanjian*. Teluk Betung: Anggota IKAPI.
- Mulyadi S. 2015. *Ekonomi Kelautan*. Jakarta: Raja Grafindo Persada.

- Naja, H. R. Daeng. 2015. *Hukum Kredit Dan Bank Garansi*. Bandung: Citra Aditya Bakti.
- Nawawi, Hadari dan Nini Martini. 2015. *Instrumen Penelitian Bidang Sosial*, Yogyakarta: Gajah Mada University Press.
- , 2016. *Penelitian Terapan*. Yogyakarta: Gadjah Mada University Press.
- Prawirohamidjojo, R. Soetojo. t.th. *Hukum Perikatan*. Surabaya: Bina Ilmu.
- Putri, Dwidya Bintari. 2019. Perlindungan Hukum Terhadap Debitur (Nasabah) dalam Perjanjian Kredit Tanpa Agunan Ditinjau Dari Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen. *Jurnal Hukum Ekonomi Syariah*. 3 (2) Juli-Desember
- Qardowi, Yusuf Al-, 2011, *Bunga Bank Haram*, terjemah Akbar Media Eka Sarana
- Qayyim, Ibnu al-,1423 H, *I'lām alMuwaqī īn alMamlakah as-Saudiyyah al-Arabiyyah, asSu"ūdiyyah*: Dar Ibnu Jauzy Juz. 1
- Raisuni, Ahmad ar-, 1992, *Nazariyyah al-Maqosid 'inda al-Imam al-Syatibi*, Riyad: Dar al-Ilmiyyah al-Kitab al-Islami
- Sabiq, Sayyid, t.th, *Fiqh Al Sunnah*, Juz 12, Kuwait: Daar Al Bayaan
- Salim H. S. 2014. *Hukum Kontrak: Teori dan Teknik Penyusunan Kontrak*. Jakarta: Sinar Grafika.
- Salim, Muhammad Muhammad, 2005, *al-Ta'lil fi al-Qur'an*, Kairo: Universitas Al-Azhar
- Setiawan, R. 2014. *Pokok-Pokok Hukum Perikatan*. Jakarta: Bina Cipta.
- Shadily, Hassan. 2003. *Ensiklopedi Indonesia*. Jakarta: PT. Gramedia-Printing Division.
- Silalahi, Daud. 2012. *Hukum Lingkungan Dalam Sistem Penegakan Hukum Lingkungan Indonesia*. Bandung: Penerbit Alumni.
- Soemitro, Ronny Hanitijo. 2015. *Metodologi Penelitian Hukum dan Jurimetri*. Jakarta: Ghalia Indonesia.
- Sofwan, Sri Soedewi M. t.th. *Hukum Perutangan*. Terjemahan Verbintnissenrecht bagian dari Inleiding Nederlands Burgerlijk Rccht oleh HFA Vollmar. Yogyakarta: Seksi Hukum Perdata Fak. Hukum UGM.
- Subagyo, Joko P. 2014. *Metode Penelitian dalam Teori dan Praktek*. Jakarta: Rineka Cipta
- Subekti dan R. Tjitrosudibio. t.th. *Pokok-Pokok dari Hukum Perdata*. Jakarta: Intermasa.
- , 2016. *Hukum Perjanjian*. Jakarta: PT. Intermasa.
- , t.th. *Aneka Perjanjian*. Bandung: Alumni.
- Sugiyono. 2015. *Memahami Penelitian Kualitatif: dilengkapi dengan Contoh Proposal dan Laporan Penelitian*. Bandung: Alfabeta.
- Suharnoko. 2014. *Hukum Perjanjian Teori dan Analisa Kasus*. Jakarta: Kencana Prenada Media Group.

- Supramono, Gatot. 2013. *Perjanjian Utang Piutang*. Jakarta: Kencana Prenada Media Group.
- Suryodiningrat, RM. 2015. *Azas-Azas Hukum Perikatan*. Bandung: Tarsito.
- Sya'ibi, Imam Asy-, t.th, *al-Muwafaqat fi Uṣūl al-Aḥkām*, ttp: Dar al-Rasyād al-Ḥadīṣah
- Taufik, Hardiansyah M. dan Ayu, Isdiyana Kusuma. 2021. Perlindungan Hukum terhadap Debitur yang Kesulitan untuk Memenuhi Kewajiban dalam Perjanjian Kredit Akibat Pandemi Covid-19, *Dinamika*. 27 (3). Januari
- Tje'Aman, Mgs. Edy Putra. 2009. *Kredit Perbankan*. Yogyakarta: Liberty.
- Tutik, Titik Triwulan. 2018. *Hukum Perdata dalam Sistem Hukum Nasional*. Jakarta: Kencana Prenada Media Grup.
- Umar, Hasbi, 2007, "*Nalar Fiqhi Kontemporer*", Jakarta: Gaung Persada Press
- Wehr, Hans, 2010, *A Dictionary of Modern Written Arabic*, London: McDonald & Evan Ltd
- Yamani, Al Imam Muhammad bin Ismail al Amir al, 2010, *Subulus Salam*, Beirut: Dar al Kitab al Imany
- Zakaria, Abu al-Husaini Ahmad bin Faris bin,t.t, *Mu'jam Muqayis al-Laughah*, t.p
- Zaman, Mariam Danu Badrul. 2013. *Buku III Hukum Perikatan Dengan Penjelasan*. Bandung: Alumni.