Publica: Jurnal Pemikiran Administrasi Negara P-ISSN 2085-6555
Vol 15 No. 2 | Juli 2023: 402-413 E-ISSN 2715-9256

Study of the Use of the Rules of al Masyaqqatu Tajlibu al Taisir in DSN Fatwa No. 67 of 2008 concerning Sharia Factoring

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Received: January 30, 2023; In Revised: May 23, 2023; Accepted: July 28, 2023

Abstract

This study aims to examine more deeply the use of the al-Masyaqqatu Tajlibu al-Taisir rule as a tool to explore Islamic law in determining contemporary problems. The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) as a forum that produces fatwas on Islamic law in Indonesia uses this rule as one of the arguments for the birth of sharia factoring law. However, what is the use of this rule to determine a sharia factoring fatwa by the National Sharia Council, as well as whether the significance of this rule in determining the fatwa is in accordance with the concept and understanding. This research is a normative juridical research so that what is examined is the legal basis and rules used by the National Sharia Council with a conceptual approach that analyzes the use of the al-Masyaqqatu Tajlibu al-Taisir rule in determining the fatwa on factoring so that it can be understood and the acquisition of proper understanding regarding these concepts. The data obtained is data from the library and then analyzed descriptively. The research results obtained are that the use of the rule al masyaqqatu tajlbu al taisir as the basis for the istinbat fatwa of the National Sharia Council Number 67 of 2008 Islamic factoring does not show its urgency conceptually. There is a blurring of terms that fiqh needs to be clarified in accordance with sharia provisions. Where these rules conceptually explain how the shari'a allows one difficulty to be avoided in order to achieve convenience that eliminates distress, danger or encouragement of urgent needs. Factoring conceptually describes the activities of financial institutions in terms of the transfer and sale of receivables which fiqh has the term bai dain where the Ulama only allow the sale of debt only to madin (who owes money), the use of wakalah bi ujroh contracts and the withdrawal of qard contracts as bailouts in fatwa The DSN MUI has a gap of understanding that is different from the concept of hawalah in fiiqh and also in Bank Indonesia regulations. There is an imbalance in terms and understanding regarding the use of these rules as well as wakalah bi ujrah, qard and hawalah contracts.

Keywords: *DSN-MU; al-Masyaqqah, al-taisir; Factoring Financing*.

Introduction

Contemporary economic and business developments are very significant and continue to grow, so that various problems demand sharia aspects to be realized in order to answer today's modern challenges (Sahari, 2020)(Ramadhan, 2020). One of the financial institutions that channel funds as needed by society today, especially the business world, is a financial institution by providing means of providing funds. Factoring is a product of a financing institution as a business entity that carries out financing activities in the form of purchasing and or transferring as well as managing receivables or short-term bills of a company from domestic

or foreign transactions (Jati et al., 2021)(Fadzlurrahman et al., 2020). In Indonesia, financial institutions have a legal basis in the form of Presidential Decree Number 61 of 1988 concerning Financing Institutions and Government Regulation Number 9 of 2009 concerning Financing Business Entities.

In the case of Islamic law, which is required to be able to solve legal problems, financing institutions are produced by the MUI with the Sharia Board's fatwas, so that it is expected to be able to provide answers to problems in contemporary Islamic law, such as factoring. Sharia factoring, namely the activity of transferring short-term trade receivables to a company along with the management of these receivables in accordance with sharia principles by using the wakalah bil Ujrah contract as a sharia aspect in its implementation at the factoring institution. Factoring is definitively interpreted as a transfer of receivables transactions, which in fiqh transfer of debt is translated into the concept of a hiwalah (hawalah) contract, namely the person who owes transfers his receivables (muhil) to a third party (who owes/muhal alaih) to the first party to pay the the second party (Fikriyah & Alam, 2021)(Hiyanti et al., 2020). While the wakalah contract is an agreement to give power of attorney to the second party to replace the first party in the transaction.

In another study regarding "Analysis of the Concept of Factoring in an Islamic Economic Perspective from the DSN-MUI Decision and the Concept of Hiwalah Contracts in Bank Indonesia Circular Letters" written by Indrawan Aziz et al, that there are differences in the concept of hiwalah contracts in the DSN-MUI fatwas and Bank circulars Indonesia regarding patterns of debt transfer activities and assignments in factoring financing institutions with sharia principles as well as identification of receivables management, implementing agencies, exchange objects, qardh (bailout) and ujrah (cost) grants. as well as dispute issues. In understanding the two contract concepts, there are customary terms in the implementation of sharia factoring that need to be reconsidered for clarity of use and classification. Another concept mentioned in fiqh is ba'i dain (debt buying and selling) with eight descriptions of contracts in different conditions and models in the implementation of the buying and selling of debts. In this study, apart from describing these terms and concepts in fiqh, it also focuses on the use of fiqh principles in determining fatwas regarding sharia factoring (Narastri, 2020)(Bakhri et al., 2022).

Where the hawalah contract in fiqh is only on the transfer of debt and the wakalah bi ujrah contract is a first party delegation contract to a second party to a third party by providing a fee (Setyaningsih, 2018)(Ghozali et al., 2019). So the question then is, hawalah is part of factoring or is there a use of a separate term. And is wakalah bi ujrah in Islamic law also included in the realm of factoring law, there are several terms that need to be clarified in this matter of sharia factoring law so that the use of the concept in the activities of sharia finance company services is more appropriate. Thus, examining more deeply the DSN MUI Fatwa Number 67 regarding sharia factoring financing institutions with wakalah bi ujrah or hawalah agreements is important so that we can better understand the characteristics and substance of the contract in the fatwa, whether it can be applied to the activities of financing company services according to sharia principles, so that the function and position of the contract in the financing institution can run using the DSN MUI fatwa (Aswad, 2015)(Nafiah & Faih, 2019).

Considerations in the DSN MUI Fatwa Decree No. 67 of 2008 concerning Sharia factoring besides using the Qur'an and Hadith, it also uses one of the Kubra fiqh principles,

namely the Rule of al Masyaqqatu Tajlibu al Taisir which is understood as an istinbat tool in Islamic law which has a function in solving contemporary issues. Al masyaqqatu tajlibu al taisir is a rule that underlies convenience in religious practice. Where when there are difficulties, it is permissible to take ease, that difficulty attracts ease. Implementatively, the explanation of al masyaqqah is difficulties that cross the boundaries of habits that are out of human ability. Difficulties in this case are not absolute for all forms of difficulties, because everyone will experience hardships and hardships in their life. The difficulty here is only in things that prevent fading or existence if you keep carrying out orders. That is, when the existing law creates difficulties for the mukallaf as well as his assets and body, then the Shari'a provides relief according to the ability of the mulatto (Darma, 2022)(Nurhisam, 2016). According to the hadith explanation *''ان الدين يسر''*, that this religion is a religion of ease, therefore all difficulties must be removed in accordance with Islamic law.

However, the use of al masyaqqah which appeals to convenience, of course there are syara` provisions that must be understood more deeply, such as not conflicting with the texts or the opinions of the scholars in general. So from some of the things previously explained, the formulation of the problem in this research is how to use the rule of al-masyaqqah tajlibu al-taisir in Islamic law istinbat and how to determine the DSN MUI fatwa Number 67/DSN-MUIJIII/2008 by using the rule al Masyaqqatu Tajlibu al Taisir.

Method

The research is a literature study (library research), namely the data obtained in this study are data sourced from the library (library) in the form of books, research results and other reading materials. This type of research is normative juridical with a statutory approach and a conceptual approach, where the reason formed is a model in positive legal disciplines as well as sharia provisions in the form of DSN fatwas, in the form of statutory regulations and fatwas concerning Using legal theory of legal realism and the legal system, namely fatwa DSN and also other regulations related to financing, especially factoring as a concept regarding law only logically but how to implement and experiment with social values and goals to be achieved. The legal system talks about how the legal rules for factoring financing must be prepared in accordance with the actual principles and rules.

Result and Discusison

Understanding of Fiqh Rules

The meaning of fiqh rules consists of two words rules and fiqh. In Arabic qaada, qaidatun is the foundation (al-asas) which is the mufrod (singular) form of the word qawaid, which means the foundation of something or its principles. The pronunciation of the rule in Arabic is a form of fi'il madhi "qa'ada" which means to sit and is also interpreted as the foundation as in the verse of the Qur'an which mentions the rule as plural qawaid in QS al-Nahl (16) : 26 " قَدْ مَكَرَ ٱلَّذِينَ مِن قَبْلِهِمْ فَأَتَى ٱللَّهُ بُنْيَٰنَهُم مِّنَ ٱلْقَوَاعِدِ فَخَرَّ عَلَيْهِمُ ٱلسَّقْفُ مِن فَوْقِهِمْ وَأَتَىٰهُمُ ٱلْعَذَابُ مِنْ حَيْثُ لَا يَشْعُرُونَ" So Allah destroyed their houses from their foundations. The word qawaid here is jama' qaidatun (qaidah), in Arabic, namely the foundation of a building, or according to nahwu experts, the rule is interpreted as a law or decree in which there are many parts of the law. In general, the rule is: a general matter that includes its parts.

Al-Qur'an in another place QS al-Baqarah (2): 127 " وَاِذْ يَرْفَعُ اِبْرٰهٖمُ الْقَوَاعِدَ مِنَ الْبَيْتِ وَاِسْمٰعِيْلُۗ رَبَّنَا تَقَبَّلْ مِنَّاۗ اِنَّكَ اَنْتَ السَّمِيْعُ الْعَلِيْمُ". Meaning: and (remember), when Abraham raised (built) the foundations of the Baitullah with Ismail (while praying): "O Lord, we accept from Us (our deeds), Verily, You are the All-Hearing, All-Knowing. In this verse the rule is interpreted as "basic" according to the meaning of the language. In Indonesian the rule is a formulation of the principle that becomes law, a definite rule, standard or proposition. Meanwhile the rule according to the term is a general provision covering all of its parts. Meanwhile there are also those who say that the rule of fiqh is something general in nature that includes many parts, which can be understood by the law of that part.

Meanwhile, fiqh originating from faquha or faqiha is interpreted as being pious and trustworthy. People who are knowledgeable in matters of the basics of sharia and its laws are called faqih. And also people who read and teach the Qur'an. Fiqh in Arabic means al fahmu (understanding), that is good intellectual or understanding "مَنْ يُرِدِ اللهَ خَيْرًا يُفَقِّهْهُ فِى الدِّيْنِ", whoever Allah SWT wants goodness, surely Allah will give understanding about religion. Fiqh according to the term is knowing the laws of syara' which are fara' (branches) with the arguments either from the Qur'an, al-Hadith, Ijma or pu Qiyas. Imam Hanafi defines fiqh as an understanding of the parts of something and is related to those parts. Meanwhile, Imam Syafi'i interprets fiqh as knowing the sharia laws that are amaliyah in accordance with the detailed arguments. Thus, fiqh is knowledge of the laws of human action based on syara' arguments, namely the Qur'an, al-Hadith, Ijma' and Qiyas and others.

As for the principles of fiqh, according to Al-Zarqa', they are general principles of fiqh in short texts based on statutory provisions which cover syara' laws in general regarding the events within them. Al-Subki in mentioning that the rules of fiqh are general matters covering its parts to know the laws. Qawaid aI fiqihiyyah are the principles that cover a group of syara' laws which consist of different chapters related to fiqh. Thus, the principles of fiqh are a collection of legal issues that are in one subject matter (Wulandari, 2018)(Putra, 2022). As for example in one of the rules is the rule of al masyaqqatu tajlibu al taisir, which in it gives birth to Islamic laws covering both pure worship and muamalah. At the beginning of fiqh existed, fiqh rules had not yet been formed as a standard concept. However, the birth of fiqh principles coincided with the emergence of fiqh schools (Falahi, 2020).

The emergence of the idea of fiqh rules began in the second century of Hijriyah, and at that time it had not yet become a specific name, only an expression indicating a rule. As mentioned that al Kasai was asked about the problem of people forgetting to pray and not making prostrations for sahwi, then al Kasai mentioned that the person does not have to prostrate anymore. Reasons stated with "*لأن المصغر لا يصغر*". And this shows that the previous scholars were familiar with the concept of rules. They issue laws using rules. Meanwhile, the first to record fiqh principles was Abu al Hasan Ubaidillah Ibn al Husain al Karkhi in his book Usul al Karkhi. Where it includes the rules, among others, are " *الاصل ان ما ثبت باليقين لا يزول بالشك*". After al Karkhi also appears Muhammad Ibn Haritz Ibn Asad al-Khusyani, in his book Usul al Fataya. It includes the principles of fiqh and nadhariyyah fiqh.

Some of the Shafi'iyyah argue that the principles of fiqh are divided into four types, viz: a) اليقين لايزال بالشك, b) المشقة تجلب التيسير, c) الضرار يزال, d) العادة محكمة. However, some of the Shafi'iyyah schools consider one more rule, namely: الأمور بمقاصدها. Meanwhile, Izzuddin Abdussalam is of the opinion that everything related to syar'i law is a return to the basic principles, namely: جلب المصالح ودرء المفاسد and the most basic for syar'i law is جلب المصالح . The

difference between fiqh rules and dhabit fiqh is that the rules cover branches and problems of fiqh or in fiqh chapters. Whereas dhabit, on the other hand, collects branches and problems of fiqh in one chapter. Thus the rules of fiqh are more general than dhabit because in one rule they can be included in fiqh chapters such as the almasyaqqatu tajlibu al taisir rules can be included in all chapters both worship, jinayah or muamalah. While dhabit has been included in a chapter of fiqh such as " الحوالة هل هي بيع او استيفاء" namely hiwalah whether it includes a sale and purchase agreement or settlement. This is a dhabit which includes the fiqh chapter, namely the bai' (buying and selling) chapter.

The difference between fiqh rules and usul rules is that usul rules are more general than fiqh and dhabit rules. The proposed rules become the center of various fiqh problems put together in several chapters and then become one discussion. Meanwhile, the principles of fiqh are not collected in one chapter, but are included in the chapters of fiqh. The division of fiqh rules is based on several subgroups, viz :

a. Judging from its scope, the rules of fiqh consist of three parts: 1) The rules of fiqh which cover issues from different chapters. The rules included in this section are the kubra rules, namely the five rules mentioned above. 2) Fiqh rules which include problems but fewer than the previous rules. As the rule: "Priority (prioritization) for the one that is closer is makruh while for other than that it is sunnah, usually if there are two cases of one type coming together and the two do not differ in purpose, then one of the two is included in one case, the obligation is not abandoned unless/ i with other obligations". 3) The rules of fiqh which cover only a few problems that are smaller than the previous rules. such as the rule: "refusing is stronger than eliminating, being pleased with something means also being pleased with what is related to it, something that requires (involves) the existence of a case that is heavier than two because of its specificity does not require a case that is lighter because of its generality."
b. The principles of fiqh seen from the point of view of whether or not the schools of fiqh agree or not, are divided into two parts, namely: 1) Rules that are muttafaq 'alaih (which are agreed upon) by several schools of thought, namely the five rules mentioned above or known as the main rules. 2) Rules that are muttafaq alaih in one of the schools of thought, such as the forty agreed upon rules, which are mentioned in the second book in the book aI asybah wa aI nadhair by Imam Suyuti. 3) Rules that are mukhtalaf fiha (disputed) in schools, such as the twenty rules mentioned by Imam al Suyuti also in the third book.
c. Judging from the point of view of the original and the underlying principles of fiqh, it is divided into two parts, namely: 1) Rules which are the subject matter of other rules, or what are known as the kubra rules, as already mentioned consist of five main rules. 2) Rules that are under the main rules either as a branch of the kubra rules or are specifications of other rules such as the rule that "the origin of something is free from dependents".

The Rules of al Masyaqqatu Tajlibu al Taisir and the Concept of Factoring

As understood that syara' laws are based on the principle of convenience. And the existence of rukhsoh in the Shari'a shows the implications of the rule of al-masyaqqatu tajlibu al taisir in Islamic law. Islamic laws are based on elements of ease and tolerance for the benefit of their people in this world and the hereafter (Ulum, 2014). Thus, it is from this principle that

the reliefs in syara' emerge. For example, qard and ijarah contracts are permitted by syara` regarding the use of other people's property which is a common human need. Likewise, there are syari`at wakalah contracts, and syirkah and muzara`ah are carried out to help others (Mushodiq & Imran, 2020). Like the akah hawalah, the stipulation is intended to enable people who are in debt (dain) to pay off their debts without having to owe more by transferring their debts to those who owe them. This rule is one of the five kubra (principal) rules agreed upon by all madzhab scholars. Where they agree that in Islamic law there is no masyaqqah (difficulties) in performing worship, and if there is masyaqqah, then it is permissible to take relief as a form of convenience in Islamic law (Nawis et al., 2021).

In principle, the difficulty limits are not clearly stated by syara', so to determine the difficulty limit provisions, approach the syara' rules and suggestions, namely by taking the form of the highest difficulty felt in worship. AI-Syatibi limits these difficulties in two forms: a. fear that causes loss and reluctance towards worship and taklif (burden of worship). b. less fear. In this case a person will feel unable to carry out worship because it collides with other worship activities. The difficulties referred to in the rules are also general difficulties, and the limits for setting them differ according to needs, that is, they cannot be generalized.

In placing difficulty that attracts convenience as a form of benefit, the people must first look at the legal characteristics that are included in the difficult measure, namely maslahah (goodness) which is used as an excuse to eliminate difficulties, which is a major maslahah that is impossible to obtain except by including difficult things. it into it. Besides that, he also adheres to the principle of caution in taking difficult cases, which makes a person feel unable to decide one of them. For example, there are two arguments between haram and permissible, so one can take what is haram to be more careful in carrying out taklif. The difference in difficulty corresponds to the difference in worship, and if in syara' it is more important, then in aborting a difficulty, a difficulty is required which is more difficult and more general. If the difficulty is not up to a high level, then the difficulty is a light difficulty and between the two difficulties there is a middle difficulty (al-wasth) (Yolanda, 2022).

Apart from the criteria for difficulty in Islam, ease is also mentioned. As explained in the Qur'an that Allah does not burden humans except to the extent of their ability. The convenience provided by syara' is none other than convenience that has limits and conditions, not just convenience for venting one's desires. Namely the ease of leaving things that are burdensome to the mulatto in worship and muamalah, which in Islamic law is called rukhsoh (lightening). In the chapters of muamalah almost all fields of activity are relief and convenience from syara'. As mentioned, it is permissible to return goods because there is disgrace, and the permissibility of the contracts mentioned earlier, all of this is due to the needs of the community and will cause difficulties if it is not allowed because if so, then only people who have property can use their wealth and only people capable of achieving perfection in life (Jaenudin et al., 2020).

That's why syara' facilitates these contracts as a necessity, where a person can take advantage of other people's wealth in the form of ijarah, i'arah, and qardh contracts. And with the help of other people one can enter into wakalah, wadi'ah, syirkah, muzarah'ah and masaqah contracts. And so is the hawalah contract, where by transferring the debt by the debtor, someone's burden can be resolved. In this case, there is a relationship between the birth of the DSN MUI fatwa and the rule of al Masyaqqatu Tajlibu al Taisir which is one that describes a

dynamic, tolerant and easy sharia personality. This rule is based on the Qur'an and al-Sunnah, as previously mentioned, that the ease given by syara' to do something that is difficult to do.

In relation to the chapter on mu'amalah, this rule gave birth to many mu'amalah laws and even Ulama said that this rule gave rise to almost all the waivers and conveniences of syara'. Hiwalah in the case of buying and selling debt is permissible because of a need. However, in determining the law due to difficulties, one must see the urgency of the human need to do so as long as it does not conflict with syara', either in the form of a syara' prohibition in terms of containing usury, gharar or naisir. As long as it fulfills the terms and conditions of sharia, any form of transaction in buying and selling or otherwise is permissible as convenience and tolerant in Islam. Difficulty (difficulty) that attracts ease does not only see the importance of one or two things, or only in general and special matters. However, it could be that between the general and the specific is applied to certain interests for the needs that are aimed at mitigating. Likewise, the reasons for one group can abort the interests (needs) of other groups. However, the needs and dharurat in this category of rules are determined by the extent to which the benefits and demands of the people are in the eyes of syara` (Wibowo, 2020).

In the law on financial institutions, there are two types of financial institutions, namely bank financial institutions and non-bank financial institutions. The difference between the two lies in their duties and functions, namely that bank financial institutions can receive funds directly from the public in the form of deposits which consist of commercial banks and rural credit banks. Meanwhile, non-bank financial institutions are not permitted to withdraw funds directly from the public in the form of deposits. According to the Decree of the Minister of Finance of the Republic of Indonesia No.792 of 1990, financial institutions are all bodies whose activities are in the financial sector, collecting and distributing funds to the public, especially to finance company investments. Financial institutions are companies whose business activities are related to the financial sector.

Non-bank financial institutions have more focused business activities, which include one of the financial business products. These types of institutions include: insurance, pension funds, capital markets, mutual funds and financing institutions. Included in financing institutions are venture capital, leasing, factoring and pawnshops. According to ministerial regulation No.84/PMK.012/2006, non-bank business entities and non-bank financial institutions specifically established to carry out activities included in financial institutions are called Financing Companies. Factoring according to the provisions of Article 1 point 8 of Presidential Decree Number 61 of 1988 and Article letter 1 of Minister of Finance Decree Number 1251 of 1988 a factoring company is a business entity that conducts financing business in the form of buying and/or transferring as well as managing receivables or short-term bills of a company from domestic or foreign trade transactions.

Thus, a factoring company is a company whose activities are collecting or purchasing along with taking over and managing the debts of a company with certain rewards or payments belonging to the company. In factoring activities there are three parties that are actively involved, namely factoring companies, clients, and customers. The client is the user of the factoring company's services and the customer is the party that owes the client. Factoring companies do not have customers, while clients can be traders, manufacturers, shop owners, farmers and so on. The factoring transaction is an absolute transfer made by the client (seller of receivables), to the factoring company for the debt of a third party (debtor), due to the

purchase of goods or services from the client. Receivables or claims are short term. And these receivables are in the form of promissory notes, or receivables arising from trade transactions.

The purpose and objective of the transfer of receivables is so that the debt burden borne by the customer (customer) can temporarily be bailed out by the finance company (factor), so that the seller of receivables (client) can immediately get cash from the proceeds of the sale. It is said that the transfer of receivables is due to the sale and purchase agreement in cash (debt) occurred before any other accompanying agreement. The application of sharia principles in factoring activities is based on the provisions of Article 6 letter b Regulation of the Head of the Capital Market and Financial Institution Supervisory Agency Number PER-3/BL/2007 concerning Activities of Financing Companies Based on Sharia Principles can be carried out based on the Wakalah bil Ujrah contract.

Meanwhile, the Encyclopedia of Islamic Economics states that factoring or hawalah is a financing service carried out by non-bank financial institutions, these financial institutions are referred to as factors. Factor buys receivables from customers and takes over the customer's billing and bookkeeping affairs. In the sharia system, factoring can be categorized into the hawalah type, namely the transfer of debt from the person who owes it to another person who is obliged to bear it. Likewise in a Bank Indonesia circular that provides debt transfer services based on the Hawalah Agreement, and in channeling funds in the form of qard-based financing, banks (financial institutions) act as providers of funds to provide loans (Qard) to customers based on an agreement. Thus conceptually there are several terms in the transaction model in this Islamic factoring institution that can be seen namely, wakalah bi ujrah, hawalah and qard.

DSN MUI Fatwa Number 67 Concerning Sharia Factoring

Fatwa comes from the Arabic al-ifta al-fatwa which is simply understood as "making a decision". Fatwas are not legal decisions that are made easily and as needed without considering aspects of content and contextuality, which is called making laws without basis (al tahakkum). Fatwas are always related to who has the authority to issue fatwas (al ijazah al ifta'), the fatwa code of ethics (adab al ifta'), and the method of making fatwas (al-istinbat). The giver of the fatwa is not everyone who is free and wild. A person, morally and scientifically, must meet a number of requirements to be called a mufti.

In the DSN MUI fatwa is a product of the ijtihad of several Indonesian scholars. As if you look at the structure of the DSN MUI fatwa structure, it is a form of collective fatwa, namely fatwa produced by the ijtihad of a group of people, a team, or a committee that was deliberately formed. Basically, this collective fatwa is produced through a discussion in a scientific institution consisting of personnel who have high ability in the field of fiqh to understand religious problems and various other sciences as a support in the sense of the conditions that must be possessed by someone who is going to do ijtihad.

As for one of the DSN-MUI fatwas concerning Sharia Financing which uses the al masyaqqatu tajlibu al taisir principle, namely the DSN-MUI fatwa Number 67/DSN-MUI/II 2008 concerning Sharia Factoring. In the contents of the fatwa, it is stated in general provisions that what is meant by sharia factoring is the transfer of settlement of receivables or short-term bills from the debtor to another party who then collects the receivables from the debtor or the

party appointed by the debtor according to sharia principles. While the Akad used in Sharia Factoring is Wakalah bil Ujrah.

The mechanism of sharia factoring described in the fatwa is that the party who owes a debt represents another party to manage sales documents and then collects receivables from the debtor or another party appointed by the debtor. The party appointed to be the representative of the debtor to carry out collection to the debtor or another party appointed by the debtor to pay and the party appointed to be the representative may provide bailout funds (Qardh) to the debtor in the amount of the receivable. Then for his services to collect the receivables, the party appointed to be the representative can obtain ujrah (fee) with the amount according to the agreement at the time of the contract and stated in nominal form, not in the form of a percentage calculated from the principal receivable. Meanwhile, ujrah payments can be taken from bailout funds or according to the agreement in the contract. And the use of the Wakalah bil Ujrah contract and the Qardh contract, there is no connection (ta'alluq).

From the establishment of the fatwa above, it can be seen that sharia factoring is an assignment transaction from the first party (madin/client) to another person to collect receivables from a third party (dain/cutomer). However, if you look definitively at the concept of factoring in general, it is the transfer and sale and management of receivables, meaning that there are three elements in the activities of the institution. It was previously explained that if the activity is in the form of transferring debts and credits, then according to sharia it uses a hawalah contract, and if it is an assignment (representing) then it is called a wakalah contract. In Islamic jurisprudence, the term ba`i dain (debt buying and selling) is also mentioned, in which the contents of the activity are selling the receivables of the debtor to other parties.

Ba'i dain is a contract of buying and selling debt between the seller and the buyer for a certain period of time. When it is due the buyer is unable to pay credit or debt. Then the seller sells his receivables to a third party to buy his receivables which are in the hands of the first party or the buyer. In the Economiques Et Financiers dictionary, factoring is ba'i al duyun or ba'i al dain. In essence, the assignment of giving rewards in sharia is clearly permissible. However, furthermore in the determination of Islamic factoring, whether conceptually the meaning is transferred from conventional factoring to Islamic factoring or what is meant by Islamic factoring is a wakalah contract with rewards. In addition, in the purchase of factoring receivables, it is included in the sale and purchase of debt by doubling the delay in payment from the customer (madin). Thus, the sale and purchase of trade receivables is not a convenience that is permitted by syara' because of difficulties.

Basically the rule of al-masyaqqah tajlibu al taisir has a positive impact on contracts whose validity is unclear, or contains little gharar, or in gharar that cannot be eliminated. Such as buying and selling eggs, fruits and so on which is impossible to see. This is allowed because it is difficult to see inside the egg, watermelon and others. Likewise in voluntary and mutual assistance contracts such as hawalah and wakalah. However, the legal use of even this rule must be adjusted to the provisions of syara'. If this is the case, then the use of the al masyaqqatu tajlibu al taisir rule in determining the sharia factoring law will not have a significant effect. In other words, there is no apparent clarity in the involvement of this rule to establish sharia factoring law. From a difficulty standpoint, buying and selling debt is an urgent human need in order to gain faster profits. But the difficulty in this case is not in accordance with the provisions of the syara'.

Likewise, the provisions of al masyaqqah (difficulties) seen in sharia factoring activities when using a wakalah bi ujrah contract, in principle, are clearly permitted by syara`. However, encouraging factoring as part of the implementation of these rules needs to be emphasized in a meaningful way, whether wakalah bi ujroh, hawalah or baid ain, so that the stipulation is correct. Where in bai dain law it is only permissible in one model, namely the transfer by selling it only to people who owe it, not to other parties. If so, the practice of factoring in sharia must be understood with certainty in advance using a certain contract, only then can it be understood whether it is legal or not and if it is valid, the permissibility is taisir (relief) or indeed the text has mentioned it. If the text or opinion of the majority of scholars has allowed it, then it is clear that the activity is valid according to sharia principles. Even if there is no legal certainty, only then will the provisions on difficulties that attract relief be considered.

In fact, a fatwa is the result of a decision made by experts in the Islamic religion and general science, in giving, issuing and making legal decisions in a responsible and consistent manner. Fatwas provide clarity and concreteness to mankind in terms of understanding, reasoning about Islamic teachings and how they are applied so that fatwas should contain: a) as a form of taking a law that is being disputed, b) as a way out of the crisis of the dispute, c) has connotations strong, both from a social and religious perspective. So in stipulating a fatwa, one should not be hasty in establishing a particular legal issue. So it is hoped that this fatwa will have a positive effect on society as well as an answer to a question that must be emphasized so that there is no confusion among the people in muamalat. Fatwas as religious information should be studied in depth, conceptually and systematically so as to produce appropriate and appropriate solutions to problems.

Conclusion

From the results of the description and discussion that the researchers carried out, data was obtained with the conclusion that the al masyaqqatu tajlibu al taisir rule was used by the MUI DSN in issuing fatwas on sharia factoring. Where in the fatwa, this rule is used as the basis for the argument for legal considerations of factoring with sharia principles. However, this principle does not clearly show its function and position towards the birth of the sharia factoring law according to this fatwa. Where the use of this rule is not certain, it can be described that there is a relationship between the rules or the impact on the birth of this sharia factoring law. Is it really a contract that is permissible by syara' based on difficulties that attract convenience or is it just the other way around as a guideline proposition.

DSN MUI Fatwa Number 67 concerning Sharia Factoring, namely the transfer of short-term trade receivables of a company along with the management of these receivables in accordance with sharia principles, namely based on the Wakalah bil Ujrah contract. Wakalah bi ujrah contract, namely the assignment of a second party to a third party to carry out a transaction with the first party in return for a fee. However, by looking at the basic form of factoring, this is a prohibited transaction. Where factoring is described as in the sale and purchase of accounts payable called kali' bil kali' (delay with delay). In determining this factoring fatwa, there is uncertainty in the basic concept of sharia factoring, whether it is in accordance with the wakalah bi ujrah contract or is it included in the sale and purchase of prohibited debt. In this case, is there a transfer of meaning or is there a specialization of meaning in this factoring concept. So the position of the rule of difficulty pulling to ease still

doesn't look strong in terms of concept and understanding. Thus the need for a more detailed explanation in determining the fatwa using these rules.

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