

STUDY OF THE TAFSIR OF LEGAL VERSES ON THE ETHICS OF DEBT AND PAWN IN SURAH AL-BAQARAH VERSES 282–283


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ARTICLE INFO	ABSTRACT
<p>Article History</p> <p>Published: 30 December 2025</p>	<p><i>This study aims to examine in depth the legal content and ethical values contained in Surah Al-Baqarah verses 282–283, which relate to the practice of debt and pawn (rahn). This research focuses on understanding the legal verses (ayat al-ahkam) concerning the principles of justice, honesty, trustworthiness, and social responsibility in financial transactions (muamalah). The research method used is qualitative, employing a library research approach. The main data sources are derived from the Qur'anic text, particularly Surah Al-Baqarah verses 282–283, as well as classical and contemporary tafsir books such as Tafsir Ibn Kathir, Al-Qurtubi, Al-Maraghi, As-Sya'rawi, and Al-Misbah by M. Quraish Shihab. The results show that verse 282 emphasizes the importance of documentation and witnesses in debt transactions to maintain justice and prevent disputes, while verse 283 provides provisions regarding pawn as a guarantee of trust when transactions are conducted without witnesses or written records. The ethical principles contained in these two verses honesty, trustworthiness, and responsibility form the foundation for the establishment of a just and civilized Islamic economic system. Thus, this study asserts that the legal values in the Qur'an have strong relevance to modern economic practices, particularly in building a financial system based on trust and social justice.</i></p>
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INTRODUCTION

As is well known, the Qur'an is the holy book that serves as the primary source of Islamic teachings and as a guide for all humankind. The Qur'an does not only contain spiritual and moral guidance but also includes legal and ethical principles that regulate all aspects of human life both in relation to Allah Almighty and in social interactions among humans. It contains various provisions that serve as guidelines for living within society, the nation, and the state. By deeply understanding the contents and meanings of the Qur'an, Muslims will be able to live their lives based on the values of justice, honesty, and high responsibility. Such understanding of the Qur'an cannot be achieved arbitrarily but must be done through a scientific process known as *tafsir*, which is the effort to uncover the meanings and purposes of Qur'anic verses by applying various disciplines and proper linguistic principles.

In this context, the author intends to study the *tafsir* of the legal verses (*ayat al-ahkam*) that discuss the procedures and ethics of debt and pawn (*rahn*) practices as contained in Surah Al-Baqarah verses 282 and 283. These two verses serve as important guidelines in building a just and responsible system of *muamalah* (social and economic dealings) among people. Debt transactions are among the most common forms of social interaction in human life, as every individual, in essence, depends on and helps one another in fulfilling their daily needs. However, without clear rules and ethics, such social relationships may lead to disputes, injustice, or even enmity.

Therefore, Islam, through the Qur'an, provides very detailed guidance on how individuals should conduct transactions with trust, fairness, and transparency. The verses in Surah Al-Baqarah emphasize the importance of documenting every debt transaction, the necessity of having witnesses, and the assertion of moral responsibility for both the debtor and the creditor. Even in situations such as travel or when it is difficult to create a written agreement, the Qur'an still offers an alternative solution through the concept of pawn (*rahn*) as a form of mutual trust between both parties.

Based on this background, this study aims to: first, examine the meanings and content of the legal verses in Surah Al-Baqarah verses 282–283 related to the ethics of debt and pawn; second, explain the legal and moral values according to classical and contemporary *mufassirun* (exegetes); and third, analyze the relevance of these principles to modern Islamic economic practices, particularly within Islamic pawn institutions. Through this study, it is expected that the Qur'an will be understood not only as a source of law but also as a bearer of moral values such as justice, honesty, and trust values that serve as the foundation for establishing a civilized and just economic system.

RESEARCH METHOD

This study employs a qualitative approach using the library research method. The primary data are obtained from the text of the Qur'an, particularly Surah Al-Baqarah verses 282–283, as well as classical and contemporary tafsirs by reputable scholars such as Ibn Kathir, Al-Qurtubi, Al-Maraghi, As-Sya'rawi, and *Tafsir Al-Misbah* by M. Quraish Shihab. In addition, supporting literature such as books on *fiqh al-mu'amalah* (Islamic jurisprudence on transactions), scholarly journals, and the fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) concerning pawn laws are also examined.

To analyze the data, this study uses a thematic tafsir (*tafsir maudhu'i*) approach, which involves collecting and examining verses related to a specific theme in this case, the ethics of debt and pawn in Surah Al-Baqarah verses 282–283. Through this approach, the author investigates the circumstances of revelation (*asbab al-nuzul*) and the interrelationship between verses (*munasabah*).

RESULTS AND DISCUSSION

Surat Al-Baqarah Verse 282¹

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايْتُمْ بَدِينِ إِلَىٰ آجَلٍ مُّسَمًّى فَاصْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ وَلَا يَأْب كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيَمْلِكِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَخْشَ مِنْهُ شَيْئًا فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يَمْلِكَ هُوَ فَلْيَمْلِكْ لَهُ بِالْعَدْلِ وَأَسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّن تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَىٰ وَلَا يَأْب الشُّهَدَاءُ إِذَا مَا دُعُوا وَلَا تَسْمَعُوا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ آجَلِهِ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمٌ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ ۗ وَإِنْ تَفَعَّلُوا فَإِنَّهُ فَسُوقٌ بِكُمْ وَاتَّقُوا اللَّهَ وَيُعَلِّمُكُمُ اللَّهُ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

Meaning: “O you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write [it] between you in justice. Let no scribe refuse to write as Allah has taught him. So let him write, and let the debtor dictate, and let him fear Allah, his Lord, and not leave anything out of it. But if the debtor is of limited understanding or weak or unable to dictate himself, then let his guardian dictate in justice. And bring to witness two witnesses from among your men. And if there are not two men [available], then a man and two women from

¹ Departemen Agama Republik Indonesia, *Al-Qur'an dan Terjemahannya* (Mujamma' Khadim al Haramain asy Syarifain al Malik Fahd li thiba'at al Mush-haf asy-Syarif, 1412), h. 70.

those whom you accept as witnesses so that if one of the women errs, then the other can remind her. And let not the witnesses refuse when they are called upon. And do not be [too] weary to write it, whether it is small or large, for its [specified] term. That is more just in the sight of Allah and stronger as evidence and more likely to prevent doubt between you except when it is an immediate transaction which you conduct among yourselves. For [then] there is no blame upon you if you do not write it. And take witnesses when you conclude a contract of sale. Let neither scribe nor witness suffer harm, but if you do [harm them], indeed, it is [grave] disobedience in you. And fear Allah. And Allah teaches you. And Allah is Knowing of all things.” (QS. Al-Baqarah 2:282)

1. The Cause of Revelation (*Asbab al-Nuzul*) of Surah Al-Baqarah Verse 282

When the Prophet Muhammad (peace be upon him) first arrived in Medina, the local inhabitants used to rent out their gardens for one, two, or three years. Therefore, the Prophet said: “*Whoever lends something, let it be with a specific measure or weight and for a specified time.*” In connection with this matter, Allah revealed verse 282 as a command that whenever people engage in lending, borrowing, or any other form of deferred transaction, they must write down the agreement and bring witnesses. This was intended to prevent future disputes that might arise from such dealings.²

2. The Contextual Relationship (*Munasabah*) Between Surah Al-Baqarah Verse 282 and the Previous Verses

This verse is placed after the discussion encouraging charity and spending in the way of Allah (verses 271–274), followed by the prohibition of usury (verses 275–279), and the exhortation to grant respite to those in difficulty or even to forgive part or all of their debts (verse 280). The placement of this verse commanding the documentation of debts after those exhortations and prohibitions carries a particular meaning.

The encouragement to give charity and spend for the sake of Allah reflects pure compassion; the prohibition of usury, on the other hand, reflects cruelty and hardness of heart. Thus, the command to write down debts, which ensures the preservation of wealth, manifests the justice desired by the Qur’an, serving as a middle path between the mercy represented by charity and the cruelty exemplified by usury.

The prohibition of gaining profit through usury and the command to give charity might give the impression that the Qur’an discourages the accumulation or possession of wealth. This mistaken impression is corrected by this verse, which essentially commands the preservation of wealth through documenting debts even the smallest ones and by bringing witnesses. If that impression were true,

² A. Mudjab Mahali, *Asbabun Nuzul Studi Pendalaman Al-Qur’an* (Rajawali Pers, 1989), h. 136; Abu Fida Ismail Ibnu Katsir Ad-Dimasyqi, *Tafsir Ibnu Katsir*, 1 ed., ed. oleh terjemahan Bahrun Abu Bakar (Sinar Baru Algensindo, 2000): h. 649-650.

there would be no such detailed instruction regarding the safeguarding and recording of debts and financial obligations.³ Thus, in this verse, Allah the Almighty intends to teach several rulings related to debt transactions, which apply to non-cash sales conducted within an agreed-upon period transactions that should be free from wrongful practices and serve to safeguard the wealth of each party involved.⁴

3. Tafsir of Surah Al-Baqarah Verse 282

This is the longest verse in the Qur'an, known among scholars as *Ayat al-Mudayanah* (the verse of debt). This verse discusses, among other things, the recommendation or according to some scholars, the obligation to record debts and have them witnessed by a trusted third party (a notary or equivalent), while emphasizing the importance of documenting debts even if they are small, along with their amount and due date.⁵

Verse 282 begins with Allah's address to the believers: "*Ya ayyuhalladhina amanu idha tadayantum bidaynin ila ajalun musamman faktubuhu*" (O you who believe, when you contract a debt for a specified term, write it down). Although the command is directed at the believers in general, it specifically refers to those engaged in debt transactions, and more precisely, to the debtor. This is so that the creditor may feel at ease with the written documentation, since writing it down is a command or, at least, a highly recommended practice even if the lender does not request it.

Most scholars interpret the command to record debts as a recommendation (*sunnah*), not an obligation. This interpretation aligns with the practice of the Prophet's Companions at that time. Indeed, it would have been difficult to apply this command literally as an obligation when the verse was revealed, given that literacy was rare among early Muslims. Nevertheless, this verse implicitly encourages the learning of reading and writing, as every person in life will experience situations of lending and borrowing.

As for Allah's words: "*Wal yaktub baynakum katibun bil-'adl*" (And let a scribe write [it] between you in justice). This means that the scribe must write fairly and truthfully, without bias toward any party, and must not write anything except what has been mutually agreed upon neither adding nor omitting any part of it.

And Allah's statement: "*Wa la ya'ba katibun an yaktuba kama 'allahullahu falyaktub*" (Let no scribe refuse to write as Allah has taught him, so let him write). This means that anyone who has the ability to write should not refuse when asked to do so for the benefit of others, nor should he

³ M. Quraish Shihab, *Tafsir Al-Misbah, Volume 1* (Lentera Hati, 2005), h. 605.

⁴ Syaikh Muhammad Ali al-Sayis, *Tafsîr Âyâtî al-ahkâm*, (Maktabh al-Shafa, 2001): h. 164.

⁵ Ali al-Sayis, *Tafsir Ayati Al-Ahkam*, h. 601.

make it difficult for them just as Allah has taught him knowledge that he previously did not have. Therefore, he should use that knowledge to help others who are illiterate.

This principle is supported by a hadith of the Prophet Muhammad (peace be upon him): “Indeed, it is considered an act of charity when you assist a person engaged in good or when you do good on behalf of someone ignorant.” (Reported by al-Bukhari and Ahmad)

In another hadith, it is also mentioned that the Messenger of Allah (peace be upon him) said: “Whoever conceals knowledge that he knows will be restrained on the Day of Resurrection with a bridle made of fire.” (Reported by Ibn Majah).

Furthermore, Allah says: “*Wal-yumlil alladhi ‘alayhil haqq wa-lyattaqillaha rabbahu*” (And let the debtor dictate, and let him fear Allah, his Lord). This means that the one who has taken the loan should dictate to the scribe the amount of debt he owes, and he must do so with consciousness of Allah. Then Allah says: “*Wa la yabkhas minhu shay’an*” (And let him not diminish anything of it). This means that he must not conceal or withhold any part of the debt. The following phrase: “*Fa in kana alladhi ‘alayhi al-haqq safihan*” (But if the debtor is of limited understanding), refers to someone whose mental capacity is weak, as a preventive measure against wasteful or irresponsible behavior. “*Aw da’ifan*” (or weak) refers to someone who is still a child or mentally unstable. “*Aw la yastaṭi’u an yumilla huwa*” (or unable to dictate himself) refers to a person who, due to a disability or lack of discernment, is unable to properly distinguish right from wrong. Allah then commands: “*Fal-yumlil waliyyuhu bil-‘adl*” (Then let his guardian dictate in justice). This means that the guardian of such a person should dictate truthfully and justly on his behalf.

Allah continues: “*Was-tash-hidu shahidaini mir-rijalikum*” (And bring to witness two witnesses from among your men). This is a command to provide witnesses along with written documentation to strengthen the validity of the transaction. Then Allah says: “*Fa illam yakuna rajulayni fa-rajulun wamra’atani*” (And if there are not two men, then a man and two women). This ruling applies specifically to matters involving wealth and financial transactions. The placement of two women in the position of one man is due to the lesser degree of attentiveness or accuracy often associated with women in such legal or financial matters, as noted by many classical commentators.⁶

And Allah says: “*Mimman tardauna mina al-shuhada*” (From among those whom you accept as witnesses). This portion of the verse provides evidence that witnesses must possess the quality of justice (‘*adl*). This requirement serves as a legal restriction (*muqayyad*), meaning that the condition of being just and trustworthy is binding upon those who bear witness. The *muqayyad* nature of this verse is used as a legal basis by Imam al-Shafi’i, who applied it to every general command regarding testimony in the Qur’an that does not explicitly state such a condition. Therefore, for those

⁶ Ali al-Sayis, *Tafsir Ayati Al-Ahkam*, h. 353.

who reject the testimony of individuals with unclear character, this part of the verse also indicates that witnesses must be just and acceptable (*'adl* and *marḍiyy*).

Then Allah says: “*An taḍilla iḥdahuma*” (So that if one of them errs). This refers to the two female witnesses if one forgets or makes an error in her testimony, “*Fa tuḍakkira iḥdahuma al-ukhra*” (Then the other can remind her). This means that the second woman helps remind and clarify the testimony that was previously given.

And Allah continues: “*Wa la ya'ba al-shuhada'u idha ma du'u*” (And let not the witnesses refuse when they are called). According to some scholars, this means that when witnesses are summoned to give testimony, they must comply and fulfill the summons. This interpretation is supported by Qatadah and Rabi' ibn Anas. This is similar to Allah's earlier statement: “*Wa la ya'ba katibun an yaktuba kama 'allamahullahu falyaktub*” (And let no scribe refuse to write as Allah has taught him, so let him write). In both cases, Allah commands that those endowed with knowledge or entrusted with a responsibility whether as writers or witnesses must not neglect their duties, as doing so is a moral and religious obligation.

From this, it can be concluded that giving testimony (*shahadah*) is a communal obligation (*fard kifayah*). It is said that this is the opinion of the majority of scholars (*jumhur ulama*). As for the meaning of Allah's statement: “*Wa la ya'ba al-shuhada'u idha ma du'u*” (And let not the witnesses refuse when they are called), it refers to the obligation of carrying out testimony because of the witness's inherent responsibility. A witness, by definition, is someone who bears accountability. Therefore, when summoned, he is obliged to respond. In such a case, if the duty is personal, it becomes an individual obligation (*fard 'ain*); otherwise, it remains a communal obligation (*fard kifayah*). *Wallahu a'lam* (Allah knows best).

Mujahid, Abu Majlaz, and other scholars stated: “*If you are invited to give testimony, you may choose whether or not to accept. However, if you have already agreed to serve as a witness and are then called upon, you must fulfill that summons.*” *Fard kifayah* is an obligation that must be carried out by at least some members of the community; if no one fulfills it, then all members of that community are deemed sinful. *Fard 'ain*, on the other hand, is an obligation that must be fulfilled by every individual who has reached the age of responsibility (*mukallaf*).

In *Sahih Muslim* and the *Sunan* collections, there is a hadith narrated through the chain of Malik, from Zaid bin Khalid, that the Messenger of Allah once said: “*Shall I tell you who the best witnesses are? They are those who come forward and prepare their testimony before they are asked to testify.*”

As for the hadith mentioned in the *Sahihain* (Al-Bukhari and Muslim), the Messenger of Allah (peace be upon him) said: “*Shall I tell you who the worst witnesses are? They are those who give testimony before they are asked to testify.*” (Reported by Al-Bukhari and Muslim). It is also

narrated that the Messenger of Allah said: “*Then there will come a people whose oaths precede their testimonies, and their testimonies precede their oaths.*” And in another narration, it is mentioned that the Messenger of Allah said: “*Then there will come a people who give testimony even though they are not asked to give testimony.*” They are the false witnesses. It has also been narrated from Ibn Abbas and Hasan al-Basri that this includes two situations: both delivering and giving testimony.⁷

Sedangkan firman Allah selanjutnya: *Wala ya-amuu an taktubuuhu shaghiiran au kabiiran ilaa ajalihin. (Dan janganlah kamu jemu menulis hutang itu, baik kecil maupun besar sampai batas waktu membayarnya).* Ini merupakan bagian dari kesempurnaan bimbingan, yaitu perintah untuk menulis kebenaran baik yang kecil maupun yang besar. Dia berfirman: “*Janganlah kamu merasa bosan untuk menulis kebenaran bagaimanapun kondisinya, baik yang kecil maupun yang besar sampai batas waktu pembayarannya.*”

And His saying: “*Dzalikum aqsatu ‘inda Allahi wa aqwamu li al-shahadati wa adnà alla tartabu*” (That is more just in the sight of Allah and stronger as evidence and more likely to prevent doubt among you). The meaning is: this is what We have commanded you to record the truth especially when the transaction is not conducted in cash. The phrase “*aqsatu ‘inda Allah*” (more just in the sight of Allah) means that it is fairer and more in accordance with justice. The phrase “*wa aqwamu li al-shahadah*” (and stronger as evidence) means that it gives greater strength to the testimony. That is, it provides firmer support for the witness when he has written down his testimony and later looks at it, he will remember the testimony he once gave. Without written documentation, he is more likely to forget, as often happens. Then the phrase “*wa adnà alla tartabu*” (and more likely to prevent doubt among you) means that it is closer to the removal of doubt. If any dispute arises, you can return to the written record that you have made, and it will clarify matters among you without leaving room for uncertainty.

And Allah the Almighty says: “*Illa an takuna tijaratan haḍiratan tudirunaha baynakum falaysa ‘alaykum junahun alla taktubuha*” ([Write down your transactions], except when it is an immediate transaction which you conduct among yourselves; then there is no blame upon you if you do not write it.) The meaning is: if the transaction is a direct and cash-based sale that is witnessed, then there is no sin upon you if you do not write it down, because there is no cause for concern or potential dispute that would require documentation.

As for the command to have witnesses in business transactions, Allah has said: “*Wa ash-hidu idha tabaya ‘tum*” (And take witnesses when you conclude a contract of sale.) According to the majority of scholars (*jumhur al-‘ulama*), this verse is understood as a recommendation and guidance, not as an obligation.

⁷ Ali al-Sayis, *Tafsir Ayati Al-Ahkam*, h. 354.

Allah further says: “*Wa la yudarrra katibun wa la shahid*” (And let neither scribe nor witness suffer harm.) Some scholars interpret this verse to mean that it is not permissible for the scribe or the witness to complicate matters for example, by writing something contrary to what has been dictated, or by giving testimony that contradicts what they heard, or even by concealing the testimony entirely. This interpretation was conveyed by Al-Hasan, Qatadah, and other scholars. Others say that the meaning is that both (the scribe and the witness) must not cause difficulty or harm to one another in the process of fulfilling their duties.

Then Allah the Exalted says: “*Wa in taf’alu fa innahu fusuqun bikum*” (But if you do [harm them], indeed, it is [grave] disobedience in you.) The meaning is: if you go against what Allah has commanded, or you do what He has forbidden, then such an act is disobedience and wickedness within yourselves. That is, you will not be able to avoid or free yourselves from that sinful state.

His saying: “*Wattaqullah*” (And fear Allah) This means: you must fear Him and always feel that you are under His watch. Follow what He commands and avoid everything that He forbids. “*Wa yu’allimukumu Allah*” (And Allah teaches you) This part of the verse is similar to Allah’s saying in another verse: “*O you who believe! If you fear Allah, He will grant you a criterion (furqan).*” (QS. Al-Anfal: 29) *Furqan* means guidance that enables one to distinguish between truth and falsehood. It can also mean divine help or assistance granted to those who fear Allah.

And His saying: “*Wallahu bi-kulli shay’in ‘alim*” (And Allah is Knowing of all things.) This means that Allah knows the true reality of all matters, their benefits, and their consequences. Nothing whatsoever is hidden from Him; indeed, His knowledge encompasses the entire universe.⁸

4. Legal Provisions in Surah Al-Baqarah Verse 282

In Surah Al-Baqarah verse 282, Allah intends to explain to humankind the ethics or proper procedures in conducting debt transactions. This is none other than Allah’s way of ensuring that His servants who engage in transactions are protected from all forms of disputes that may arise in the future. The diction used by Allah, *Ad-Dain* (the debt), signifies that the ethical principles and procedures outlined in this verse are not limited only to debt transactions. Beyond that, they apply to all types of transactions that entail obligations or liabilities between the parties involved.

In this verse, there are several important points that must be considered by those who engage in such transactions, namely:

a. Determination of the Term (Time Limit)

In major cases, this issue may not pose a problem especially when transactions occur within professional settings, such as in institutions or organizations. However, at the level of ordinary society, this important point is often neglected. This neglect is not necessarily due to

⁸ Ali al-Sayis, *Tafsir Ayati Al-Ahkam*, h. 356.

ignorance of its importance; rather, people are generally aware of it. Yet, feelings of hesitation or discomfort often prevent them from mutually agreeing on a fixed repayment period.

From the creditor's perspective, there is an assumption that the debt will be repaid once the debtor is capable of paying it back. Meanwhile, the debtor assumes that the repayment deadline is indefinite meaning, whenever he is able. It is from this vague and unfounded assumption that seeds of conflict often begin to grow among people. Therefore, Allah the Almighty, in this verse, emphasizes the importance of determining a specific time frame for repayment, so that people may avoid disputes and hostility.⁹

b. Documenting the Transaction

This command appears in the word "*faktubuhu*" which means "*write it down.*" In terms of Arabic grammar, Allah's command in this verse is in the imperative form (*amr*), which generally denotes obligation (*wajib*). Thus, the command remains in the ruling of obligation unless there is other evidence that diverts it from its obligatory meaning to another ruling such as permissible (*mubah*), recommended (*sunnah*), and so on or unless there is abrogation (*naskh*) of the legal ruling. It is at this point that scholars differ in their opinions regarding the legal status of documenting or recording non-cash transactions. In summary, the majority of scholars (*jumhur al-'ulama'*), such as Imam Malik, Imam Abu Hanifah, Imam al-Shafi'i, and Imam Ahmad ibn Hanbal, state that documentation in such transactions is *sunnah* (recommended). Meanwhile, other scholars such as Ibn Jurayj, al-Sha'bi, al-Nakha'i, Abu Dawud al-Zahiri, and al-Tabari hold the opinion that writing down (*ad-dain*, the debt) is *wajib* (obligatory), whether it results from borrowing and lending or from a non-cash sale transaction.¹⁰

As for al-Sha'bi, he stated that the verse or evidence indicating the obligation of documentation has been *abrogated* (*naskh*) by the explanation found in the verse that follows it.¹¹ However, this opinion regarding abrogation was refuted by Ibn 'Abbas, who asserted that there is no *naskh* (abrogation) in this verse. In fact, he swore to emphasize that this verse belongs to the category of *muhkamat* that is, verses that are clear, decisive, and not subject to abrogation.¹²

If we observe carefully, the purpose of Allah the Almighty in commanding the documentation of all types of non-cash transactions is none other than *al-tawthiq li al-huquq* that

⁹In explaining the importance of determining the payment period, Imam Qurtubi cited a hadith of the Prophet which reads, "Whoever makes a salaf contract on dates should do so with a definite measure and a definite payment period." Read: Abu 'Abd Allah Muhammad b Ahmad al-Qurtubi, *Al-Jami' Li Ahkam Al-Qur'an* (Dar al-Kutub al-'Ilmiyah, 2002), h. 378.

¹⁰ Ismail Al-Hasani, *Nadzariyat al-Maqashidi 'inda al-Imam Muhammad al-Tahir bin 'Asyur* (The International Institute of Islamic Thought, 2005), h. 220.

¹¹ Qurtubi, *Al-Jami' Li Ahkam Al-Qur'an*, h. 383.

¹² Abu Bakar bin Ali Al-Razi Ahmad, *Ahkam al-Qur'an li Al-Jashash*, vol. 2 (Maktabah Shameela, t.t.), diakses 11 Oktober 2017, <http://shamela.ws/browse.php/book-23579#page-603>.

is, to establish a written record or proof of the transaction. This serves as necessary evidence for both parties in order to protect them from misconduct or disputes that may lead to hostility. Moreover, if we reflect on today's reality, we can see how numerous conflicts around us originate from dishonesty an attitude that has become increasingly rare. From this point, the author concludes that documenting non-cash transactions is obligatory (*wajib*) when viewed from the perspective of *maqasid al-shari'ah* (the higher objectives of Islamic law). At least two important points can be drawn from the obligation of documentation, as mentioned by Ibn 'Ashur in his *tafsir*: 1) To prevent the parties involved from acting carelessly in ways they may later regret. 2) To eliminate potential causes of disputes that may result in conflict.

c. The Scribe or Notary

After Allah the Almighty commanded those engaged in transactions to record or document their dealings, a question arises: who has the right to document them? The answer is that it should not be done by the debtor nor by the creditor. Rather, Allah explains that there must be a third, neutral party between the two who is responsible for documenting the transaction. In the present time, this neutral party may be represented by what is known as a notary. However, this does not mean that one is required to seek a notary whenever entering into a debt agreement no. The author merely provides this as an example, since documentation activities are commonly carried out by a notary. Those who are permitted or eligible to record a debt are anyone who possesses literacy skills and is willing to do so properly and accurately, without refusing when requested to document the transaction.

As for what the notary or recorder should write, it is what is dictated by the debtor. Why the debtor? Why not the creditor, whose wealth is at stake in this matter? Al-Sha'rawi provides an explanation in his *tafsir* that, in this context, the weaker party is the debtor, for he is the one in need of assistance. Meanwhile, the creditor is the stronger party, who by human nature could potentially act unjustly toward the weaker one for instance, by writing an incorrect debt amount or setting an unfairly shorter repayment period if the authority were given to him.¹³

d. Two Male Witnesses, or One Man and Two Women

To prevent disputes that could lead to enmity between the two parties involved in a transaction, Allah the Almighty not only commands us to appoint a scribe or notary to document the transaction, but also instructs that the parties bring forth two witnesses consisting of two men, or if two men are not available, then one man and two women.

The question that arises here is: why is the testimony of two men considered equivalent to that of one man and two women? The verse explains that this is so that "*if one of the women*

¹³ Syaikh Mutawalli As-Sya'rawi, *Tafsir as-Sya'rawi* (Akhhbar el-Youm, 2016): h. 1214-1215.

forgets, the other can remind her.” Why is the possibility of forgetfulness mentioned specifically in the context of female witnesses? Is it because of women’s supposed lack of intellectual capacity, as some scholars have suggested, or because of emotional instability? The author contends that it is neither of these reasons. This issue must be understood through Islam’s fundamental perspective on the primary roles and responsibilities assigned to men and women.

The Qur’an and Sunnah establish a division of roles between men and women, between husbands and wives. The husband’s duty is to earn a livelihood and to give primary attention to providing sufficient sustenance for his wife and children. The wife’s primary responsibility, on the other hand, is to manage the household and devote attention to the physical and emotional development of her children. However, it should be noted that this division of labor is not rigid. There were many instances where the wives of the Prophet’s Companions also worked to help earn a living when their husbands were unable to provide adequately, and there were also husbands who took part in household duties and the upbringing of their children. This functional division and the differing spheres of attention between the sexes result in differing capacities of memory and focus depending on the areas of concern. A woman’s memory in matters of the household is certainly stronger than that of a man, whose primary attention is or should be directed toward work, trade, and business transactions including debts and credits. Similarly, a woman whose primary attention is not directed toward such financial matters will naturally have a weaker recollection of them.

Based on this level of focus and engagement, the ruling was established. Because the Qur’an encourages women to devote more of their attention to the household or, based on the reality at the time of the revelation, because women generally had limited involvement in financial transactions, either due to lack of permission from their husbands or for other reasons the likelihood of forgetfulness in such matters was greater among women than among men. Therefore, to strengthen the testimony, the testimony of two women is made equivalent to that of one man, so that if one forgets, the other can remind her.

Surah Al-Baqarah Verse 283 (Pledge or Debt Collateral)

وَأَنْ كُنْتُمْ عَلَىٰ سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهْنَ مَقْبُوضَةٌ فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِمِنَ أَمَانَتَهُ وَلْيَتَّقِ اللَّهَ رَبَّهُ
وَلَا تَكْتُمُوا الشَّهَادَةَ وَمَنْ يَكْتُمْهَا فَإِنَّهُ أَمٌّ قَلْبُهُ وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ

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¹⁴ Departemen Agama Republik Indonesia, *Al-Qur’an dan Terjemahannya*,, h.72

Meaning: “If you are on a journey and cannot find a scribe, then a security deposit (should be) taken in hand. But if one of you entrusts another, then let him who is entrusted discharge his trust (faithfully) and let him fear Allah, his Lord. And do not conceal testimony, for whoever conceals it his heart is indeed sinful. And Allah is Knowing of what you do.” (QS. Al-Baqarah ayat 283)

1. The Cause of Revelation (*Asbabun Nuzul*) of Surah Al-Baqarah Verse 283

There is no specific narration explaining the particular cause of revelation (*asbabun nuzul*) for Surah Al-Baqarah verse 283. However, based on various sources, this verse is closely related to the previous verse (verse 282), as both discuss the recommendation of writing down debt and credit agreements.¹⁵

2. The Contextual Relationship (*Munasabah*) Between Surah Al-Baqarah Verse 283 and the Previous Verse

In Surah Al-Baqarah verse 282, it is explained that lending and borrowing whether giving or receiving a loan is one form of *mu'amalah* (social and financial transaction). In this verse, Allah sets forth several rules for His servants: when they engage in lending or borrowing to be repaid within a specific period, they must write an agreement and present two witnesses who are just and trustworthy.¹⁶ This verse (282) is connected to Surah Al-Baqarah verse 283, which describes another form of debt transaction namely, a non-cash transaction conducted while traveling, in which no witnesses are present and no means of writing are available.

Thus, the creditor should be given a pledged item as collateral if there is a lack of mutual trust between the parties. However, if both parties trust one another and place their reliance upon Allah, then such collateral is not required.

3. Tafsir of Surah Al-Baqarah verse 283

In this verse, Allah the Almighty begins with His words: “*Wa in kuntum ‘ala safarin*” (If you are on a journey), and “*Wa lam tajidu katiban*” (and cannot find a scribe), followed by “*Farihanun maqbudah*” (then a security deposit should be taken in hand). The meaning of this verse is that when you are traveling and cannot find someone who can write down the terms of a debt agreement or when you do not have paper, ink, or any other materials needed for writing then you should strengthen the agreement with a pledge or collateral, which must be held by one of the two parties. The mention of the absence of a scribe and the condition of being on a journey serves as an explanation that this is a dispensation (*‘udhr* or *rukhsah*), which allows the omission of written documentation and permits, in its place, the use of a pledge as a form of trust from the debtor.¹⁷ Then,

¹⁵ A. Mudjab Mahali, *Asbabun Nuzul Studi Pendalaman Al-Qur’an* (PT RajaGrafindo Persada, 2002), h. 128-129.

¹⁶ Syaikh Ahmad, *Tafsir Imam Syafi’I* (Almahira, 2001), h. 522.

¹⁷ Abdul Halim Hasan, *Tafsir Al-Ahkam*, ed. oleh 1 (Kencana Prenada Media Group, 2006), h. 176.

the pledged item given as collateral does not become the property of the creditor, and the debtor has the right to reclaim it after repaying the debt in full. However, if the debtor is unable to repay the debt, only then may the creditor take possession of the pledged item as his rightful property.¹⁸

Next, in Allah's words: "*Fa in amina ba 'dukum ba 'dan fal yu 'addilladhi tumina amanatahu wa-lyattaqillaha rabbah*" (But if one of you entrusts another, then let him who is entrusted discharge his trust [faithfully], and let him fear Allah, his Lord). The meaning of this part of the verse is that if you trust one another out of good faith and mutual confidence, believing that neither party will betray or deny the rights of the other then the creditor may give the loan without requiring collateral. Afterward, the debtor must preserve this trust, fear Allah, and never betray this entrusted responsibility.¹⁹

It is explained that sometimes a person (the debtor) may deny his debt to the creditor due to the absence of written evidence or witnesses. However, he must remember that the best witness is Allah Himself, and he should fear Him. In this context, debt is described as a trust (*amanah*), because the creditor has placed confidence in the debtor without taking anything as collateral. In the preceding verses, there is an instruction that when engaging in non-cash transactions, one should write them down, bring witnesses, and take collateral these being the fundamental measures to preserve fairness and transparency in financial dealings. This verse, however, serves as a *rukhsah* (concession or leniency), meaning that Allah permits exceptions in emergency situations where the previously mentioned conditions cannot be fulfilled such as when no scribe or witnesses are available. Therefore, if someone wishes to lend money to another person under such circumstances, Allah does not forbid him from doing so to meet his or the other's needs, provided that there is mutual trust even without witnesses or written documentation.²⁰

Then, in Allah's words: "*Wa la taktumu al-shahadah, wa man yaktumha fa innahu athimun qalbu, wa Allahu bima ta'maluna 'alim*" (And do not conceal testimony, for whoever conceals it his heart is indeed sinful. And Allah is Knowing of what you do). This verse reinforces the previous explanation that when one acts as a scribe or witness, they must not cause harm by concealing what they have witnessed or by refusing to testify. Allah has stated that "whoever conceals [the testimony], his heart is sinful." Therefore, a person may be held accountable for their evil intentions, just as one earns merit through good intentions.²¹

As for the opinions of scholars regarding *rahn* (pledge or collateral) mentioned in Surah Al-Baqarah verse 283, they include the following: Imam Al-Qurtubi stated: "*No one prohibits ar-rahn*

¹⁸ Ahmad Mushthafa Al-Maraghi, *Terjemah Tafsir Al-Maraghi*, ed. oleh 2 (CV. Toha Putra Semarang, 1993), h. 132-133.

¹⁹ Hamka, *Tafsir Al-Azhar, Juz III* (Gema Insani Press, 2015), h. 93.

²⁰ Al-Maraghi, *Terjemah Tafsir Al-Maraghi*, h. 134.

²¹ Hasan, *Tafsir Al-Ahkam*, h. 178.

(pledge) in a state of residence except Mujahid, al-Ḍaḥḥak, Dawud (al-Ẓahiri), and Ibn Ḥazm.” Ibn Qudamah said: “It is permissible to perform *ar-rahn* (pledge) while not traveling (in residence), just as it is permissible during travel.” Ibn al-Mundhir mentioned: “We do not know anyone who disagrees with this except Mujahid.” According to him, *rahn* (pledge) is only applicable in a state of travel. In this matter, scholars differ into two main opinions. The first opinion, as stated above, holds that it is not obligatory to implement *rahn* (pledge) during travel. This is also the view agreed upon by the four schools of jurisprudence – the Hanafī, Maliki, Shafī‘i, and Ḥanbali schools. The second opinion, as held by Ibn Ḥazm and those who agreed with him, asserts that *ar-rahn* is only permissible in a state of travel (*safar*). According to them, the phrase “*Wa in kuntum ‘ala safarin*” (If you are on a journey) in Surah Al-Baqarah verse 283 is an absolute command without exception; therefore, *rahn* may only be carried out while traveling, and outside of that condition, it is invalid. This opinion has been criticized by many scholars because the command in the verse is understood as guidance (*irshad*), not as an obligation. This is clearly shown in the verse itself: “*But if one of you entrusts another, then let him who is entrusted discharge his trust (faithfully).*” Moreover, based on the general legal principle of *mu‘amalah* (social and financial transactions), all such dealings are permissible (*mubah*) unless there is explicit evidence prohibiting them and in this case, no such prohibition exists.²²

4. Legal Provisions in Surah Al-Baqarah Verse 283

The legal provisions that can be derived from this verse are as follows:²³

- a. Every transaction that involves a deferred agreement should have written documentation. However, if a written agreement is not possible, then there should be witnesses. If no witnesses and no written documentation are available, then collateral may be provided.
- b. The principle of *mu‘amalah* (social and financial dealings) is mutual trust and maintaining the trust of all parties involved. To eliminate doubt, a written agreement or collateral should be arranged. However, if mutual trust exists between the parties, or if the transaction is conducted in cash and will not cause future problems, then there is no harm in proceeding without written documentation or collateral, provided that the trust (*amanah*) is upheld.
- c. Those who possess knowledge of the truth must be willing to testify. Bearing witness to the truth is an act of worship, whereas concealing testimony incurs divine punishment. False testimony is regarded as a major sin.
- d. *Taqwa* (piety and God-consciousness) encompasses all aspects of life. Therefore, in business transactions, debts, or any other form of *mu‘amalah*, they must be based on *taqwa*. This *taqwa*

²² Muhammad Abduh Tuasikal MSc, “Matan Taqrib: Hukum Gadai Dalam Islam,” *Rumaysho.Com*, 11 Juni 2022, <https://rumaysho.com/33986-matan-taqrib-hukum-gadai-dalam-islam.html>.

²³ Ismail Nawawi, *Ekonomi Kelembagaan Syariah* (Putra Media Nusantara, 2009), h. 137.

must also be manifested through upholding trust, honesty, and fairness, while avoiding any actions that may harm others.

- e. Allah the Almighty knows everything. Therefore, every person must uphold honesty, stand for truth, and reveal facts truthfully when called to testify. Those who conceal testimony will have their wrongdoing exposed by the All-Knowing.

Pawn (*Rahn*) in the Perspective of Islamic Economics

A pawnshop (*pegadaian*) is one of the non-bank financial institutions in Indonesia that provides financing services to meet the needs of the community, both productive and consumptive, by applying the principles of pawning (*rahn*). Essentially, the financing transactions carried out by pawnshops are similar to loan transactions conducted by banking institutions. However, what differentiates them is the legal foundation used pawn law.

According to Article 1150 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*), it is stated that: “Pawn (*gadai*) is a right obtained by a creditor over a movable item, which is delivered to him by a debtor or by another person on behalf of the debtor, and which grants the creditor the authority to obtain repayment from that item in preference to other creditors, with the exception of the costs incurred for auctioning the item and the expenses made to preserve it after it has been pledged such costs must be given priority.”²⁴

In the Islamic perspective, pawning (*gadai*) in Arabic is called *rahn*. Linguistically, *rahn* means “fixed” or “lasting,” while in terminology it refers to holding an item of property as a lawful guarantee, which may later be reclaimed once the pledged item is redeemed.²⁵ According to Islamic jurists (*fuqaha*'), *rahn* (pledge) is the act of designating an item as collateral for a debt, which may be used as payment if the debtor is unable to repay his debt.²⁶ According to the Shafi'i scholars, *rahn* is the act of designating an item that is customarily sold as collateral for a debt, from which payment may be taken if the debtor is unable to repay his debt. Meanwhile, according to the Hanbali scholars, *rahn* is an item held as security for a debt, from which the value of the debt may be recovered if the debtor fails to repay it.

Thus, a pawn (*rahn*) is the act of holding a tangible item belonging to the borrower (*rahin*) as collateral for the loan he has received. The pledged item must have economic value so that the lender (*murtahin*) is guaranteed the right to recover all or part of the debt from the pledged item if the borrower fails to repay the debt within the agreed period.

²⁴ Andri Soemita, *Bank dan Lembaga Keuangan Syariah* (Kencana, 2010), h. 387.

²⁵ Zainudin Ali, *Hukum Gadai Syariah* (Sinar Grafika, 2008), h. 1.

²⁶ Ismail Nawawi, *Fikih Muamalah Klasik dan Kontemporer* (Ghalia Indonesia, 2012), h. 19.

The *Fatwa* (legal opinions) of the National Sharia Council of the Indonesian Ulema Council (*Dewan Syariah Nasional Majelis Ulama Indonesia*, DSN-MUI) serve as one of the primary references concerning Islamic pawning (*rahn syar'ī*). Among them are the following:

1. Fatwa DSN-MUI No: 25/DSN-MUI/III/2002, on Rahn;
2. Fatwa DSN-MUI No: 26/DSN-MUI/III/2002, n *Rahn Emas* (Gold Pawn);
3. Fatwa DSN-MUI No: 09/DSN-MUI/IV/2000, on *Ijarah* Financing;
4. Fatwa DSN-MUI No: 10/DSN-MUI/IV/2000, on Wakalah;
5. Fatwa DSN-MUI No: 43/DSN-MUI/VIII/2004 on Rugi.

CONCLUSION

Allah the Almighty teaches us, as believers, the importance of recording transactions. This is done by appointing someone to serve as a scribe for every transaction, especially those *conducted* on a non-cash basis. Such a scribe must uphold ethical conduct by acting justly and truthfully in documenting the details of the transaction. Witnesses are also necessary in case problems arise in the future. If a debt transaction takes place during travel, the debtor must provide collateral to the creditor, accompanied by trustworthy and accountable moral behavior. Therefore, as Muslims, we must take the Qur'an as the ultimate reference in all our transactions, for its guidance is comprehensive not only in economic matters but also in social affairs encompassed within this verse.

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