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Purchase Gold On Credit (Comparative Study Of The Opinions Of Shaykh Wahbah Az-Zuhaili And Ibn Taymiyyah)

Pembelian Emas secara Kredit (Studi Perbandingan Pendapat Syekh Wahbah az-Zuhaili dan Ibnu Taimiyah)

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ABSTRAK
Pembelian emas secara kredit merupakan transaksi muamalah yang memunculkan perbedaan pendapat di kalangan ulama terkait status emas sebagai komoditas ribawi dan penerapan konsep ats-tsamaniyyah. Penelitian ini bertujuan untuk menganalisis pandangan Syekh Wahbah az-Zuhaili dan Ibnu Taimiyah mengenai pembelian emas secara kredit serta metode istinbath yang digunakan. Penelitian ini menggunakan metode studi pustaka dengan pendekatan komparatif. Data primer diperoleh dari karya kedua ulama tersebut, sedangkan data sekunder berasal dari Al-Qur'an, hadis, fatwa, buku, dan jurnal terkait. Data dianalisis menggunakan analisis komparatif dan metode tarjih. Hasil penelitian menunjukkan bahwa Wahbah az-Zuhaili melarang pembelian emas secara kredit karena emas tetap berstatus sebagai komoditas ribawi yang terikat pada ketentuan taqabudh (serah terima tunai). Sebaliknya, Ibnu Taimiyah membolehkannya apabila emas berfungsi sebagai komoditas atau aset, bukan sebagai alat tukar. Perbedaan ini berakar pada pemahaman mereka mengenai 'illah (alasan hukum) riba dan perubahan fungsi emas.

Kata Kunci: Pembelian Emas, Kredit, Ats-Tsamaniyyah, Ibnu Taimiyah, Wahbah az-Zuhaili.

ABSTRACT
The purchase of gold on credit is a muamalah transaction that has generated differences of opinion among scholars regarding gold as a ribawi commodity and the application of ats-tsamaniyyah. This study aims to analyze the views of Shaykh Wahbah az-Zuhaili and Ibn Taymiyyah concerning purchasing gold on credit and the istinbath methods used. This research uses library research with a comparative approach. Primary data were obtained from the works of both scholars, while secondary data were derived from the Qur'an, hadith, fatwas, books, and relevant journals. Data were analyzed using comparative analysis and tarjih. The findings indicate that Wahbah az-Zuhaili prohibits purchasing gold on credit because gold remains a ribawi commodity subject to taqabudh. In contrast, Ibn Taymiyyah permits it when gold functions as a commodity or asset rather than a medium of exchange. This difference stems from their understanding of the 'illah of riba and the changing function of gold.

Keywords: *Gold Purchase, Credit, Ats-Tsamaniyyah, Ibn Taymiyyah, Wahbah az-Zuhaili.*

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INTRODUCTION

Gold is one of the goods that has high economic value and has been used for a long time in people's lives. In the past, gold not only functioned as jewelry, but also as a means of exchange and storage of value. In modern economic developments, the function of gold has changed. Gold is more widely used as a commodity, jewelry, and investment instruments. These changes in function also affect the form of gold buying and selling transactions carried out by the community. Currently, gold is not only purchased in cash, but also through a payment system on credit or installments. This system can be found in Islamic financial institutions, gold stores, and various gold trading platforms. This condition shows that buying and selling gold on credit is an important form of transaction to be studied from the perspective of Islamic law. Thepurchase of gold on credit poses problems because of the provisions regarding the exchange of usury goods, especially gold and silver. Nevertheless, all economic activities must still be guided by the principles of halal and haram, including the prohibition of usury as affirmed by Allah SWT in Surah Al-Baqarah verse 275:

إِنَّمَا الْبَيْعُ مِثْلُ الرِّبٰواۘ وَاَحَلَّ اللّٰهُ الْبَيْعَ وَحَرَّمَ الرِّبٰواۗ

Allah has legalized buying and selling and forbidding usury.

The main problem in purchasing gold on credit is related to the status of gold as a usury item. The Prophet Muhammad (saw) explained the provisions for the exchange of gold for gold and other usury goods. A hadith narrated from 'Ubadah bin al-Samit states that gold and gold must be done in a commensurate and cash manner. If the type of usury goods exchanged is different, then the transaction must still be carried out in cash. This provision is the basis for scholars in discussing the law of buying and selling gold in cash. The question then is whether this provision remains valid when gold is no longer used as a means of payment, but has become a commodity that is traded like other goods.

The difference in the function of gold is one of the reasons for the emergence of differences of opinion among scholars. Some scholars view that gold is still included in usury so that gold transactions with deferred payments are not allowed. This opinion is based on the provisions of the hadith about the exchange of gold and the obligation of *taqābuḍ* or handover in the contract assembly. Thus, if the buyer obtains gold now but the payment is made gradually at a later time, the transaction is considered not to meet the provisions for the exchange of usury goods. The issue of *taqābuḍ* becomes even more important when the purchase of gold is made through the credit system or installments.

One of the scholars who paid attention to this issue was Wahbah az-Zuhaili. In his discussion of contemporary financial transactions, Wahbah az-Zuhaili argued that the purchase of gold jewelry from artisans with payment in installments was not allowed because the price submission was not fulfilled perfectly. This opinion shows that he still maintains the provisions of *taqābuḍ* in certain gold transactions. In this view, payments made on credit cause one of the elements in the transaction to not be handed over directly, so that the transaction does not meet the provisions applicable to usury goods. Wahbah az-Zuhaili's opinion is important to study because it provides an overview of a stricter approach to the application of usury provisions in gold transactions.

In contrast to this view, Ibn Taymiyyah uses an approach that pays more attention to the function and characteristics of gold in a transaction. Ibn Taymiyyah distinguishes gold based on whether it still functions as *a thiman* or medium of exchange, or has been transformed into *sil'ah* or a commodity. If gold still functions as a medium of exchange, the provisions of riba and *taqābuḍ* still apply. However, if gold has become a good or commodity, especially after undergoing the process of making it into jewelry, then the gold can be treated like any other commodity. Thus, changes in the function of gold can affect the law of transactions made against it. This approach is based on consideration of *the legal 'illat*, especially the concept of *thamaniyyah* or the function of gold as a medium of exchange.

The difference between Wahbah az-Zuhaili and Ibn Taymiyyah is basically not only related to the results of the law, but also to the way of understanding *the 'illat* of the hadith provisions on gold. Wahbah az-Zuhaili emphasizes the existence of gold as an item that has special provisions in usury transactions. Meanwhile, Ibn Taymiyyah sees whether the nature that is the basis for the application of the law is still found in the gold that is traded. This difference in methods results in different legal consequences for the purchase of gold on credit. Therefore, it is important to compare the two opinions to understand the reasons for the existence of legal differences in the same issue.

This issue is increasingly relevant in modern economic practices. People today have various options to obtain gold without having to pay the full price at the time of contract. Purchase on credit provides convenience for the public because payments can be made gradually according to the buyer's economic ability. On the other hand, this convenience raises questions about the suitability of transactions with sharia principles, especially if gold is considered a usury item that requires direct handover. The difference of opinion of scholars on this issue also shows that the law of purchasing gold on credit cannot be understood only based on the form of payment, but needs to be analyzed based on the status, function, and *'illat* of gold in the transaction.

In the Indonesian context, this issue has also become a concern in sharia economic law. The National Sharia Council of the Indonesian Ulema Council through Fatwa Number 77/DSN-MUI/V/2010 concerning Cashless Buying and Selling of Gold stipulates that the purchase and purchase of gold in cash is basically allowed with certain conditions. The fatwa was born because the practice of buying and selling gold without cash is growing and there are differences of opinion about the law. The fatwa also shows that there is an approach that considers changes in the function of gold in modern economic life. In this case, gold is seen as a commodity if it no longer functions as a medium of exchange. This approach has a relationship with thinking that distinguishes gold based on the function of *thamaniyyah* and its function as *sil'ah*.(National Sharia Council–Indonesian Ulema Council, 2010)

Thus, the purchase of gold on credit is a problem that has a fiqh and economic dimension at the same time. From the point of view of fiqh, this issue is related to the law of ribawi, *'illat* riba, *tsamaniyyah*, and *taqābuḍ*. From the economic side, this issue is related to the development of payment systems and the need of society for more flexible transactions. The difference of views between Wahbah az-Zuhaili and Ibn Taymiyyah can be the basis for seeing how Islamic law responds to changes in the function of gold in modern transactions. A comparative study of these two opinions can also help explain the legal reasons behind the prohibition or ability to purchase gold on credit.

PREVIOUS STUDIES

A number of studies in the last five years have discussed the issue of buying gold on credit from various perspectives.(Achmad, 2022)examining the buying and selling of gold on credit based on the views of Islamic schools and contemporary Islamic thought and showing that there are differences of opinion related to the status of gold and changes in the function of gold in the modern economy.(Sholihin, 2022) More specifically, it discusses the legal reasoning in buying and selling gold on credit with an emphasis on the concept of 'illat al-hukm. The results of his study show that the difference in the law of buying and selling gold on credit is related to the difference in determining the 'illat that causes gold to be included in usury. (Adha, 2022)The study comparatively examines the law of buying and selling gold on credit according to Imam An-Nawawi and Ibn Taymiyah. The results show that An-Nawawi tends to prohibit such transactions because gold is a usury item that must be done in cash, while Ibn Taymiyyah allows it under certain conditions by considering changes in the function of gold as a commodity. (Rahayu Ningsih, 2023) Research on cashless gold buying and selling transactions at Sharia Pawnshops shows the practice of buying gold on credit with a contract mechanism that is adjusted to the provisions of Islamic economic law.

RESEARCH METHODOLOGY

This research uses a normative legal research method with a qualitative approach. Normative legal research is used because the main object of research is in the form of legal thoughts, opinions, postulates, and arguments put forward by Shaykh Wahbah Az-Zuhaili and Ibn Taymiyah. This research is not oriented to the collection of field data, but to the study of legal sources and literature that are relevant to the issue of fiqh muamalah.

The approaches used in this study include conceptual *approach*, comparative *approach*, and historical approach. The conceptual approach is used to analyze the concept of purchase in installments, usury, *usury*, *tsamaniyyah*, *qabḍ*, *and 'illat al-hukm*. The comparative approach is used to compare the opinions of Shaykh Wahbah Az-Zuhaili and Ibn Taymiyah, both in terms of legal basis, *istinbāṭ method*, and legal conclusions. Meanwhile, the historical approach is used to understand the context of the two figures' thinking and the change in the function of gold from a medium of exchange to a commodity in economic development.

The source of research data consists of primary sources and secondary sources. Primary sources are in the form of original works containing the thoughts of Shaykh Wahbah Az-Zuhaili and Ibn Taymiyah. For the thoughts of Wahbah Az-Zuhaili, the main sources are directed to *Al-Mu'āmalāt al-Māliyyah al-Mu'āṣirah, Al-Fiqh al-Islāmī wa Adillatuhu*, especially discussions of buying and selling, usury goods, buying and selling on credit, and the provisions *of ṣarf* , namely the exchange of gold/money as a medium of exchange. Meanwhile, the primary sources of Ibn Taymiyyah's thought include *Al-Ikhtiyārāt al-Fiqhiyyah min Fatāwā Shaikh al-Islām Ibn Taymiyyah, Al-Mustadrak 'ala Majmu' al-Fatawa*, *Majmu' al-Fatawa*, and other works that contain discussions of *riba*, *ṣarf*, and the position of gold and silver. Secondary sources are in the form of muamalah fiqh books, scientific journal articles, theses, theses, dissertations, fatwas, and previous research relevant to the purchase of gold on credit. To reinforce the contemporary context, the research also uses scientific literature published in the last five years (2021–2026).

The data collection technique is carried out through library *research* by identifying, reading, recording, and classifying sources related to the purchase of gold on credit. The data sources consist of primary sources in the form of works by Wahbah az-Zuhaili and Ibn Taymiyah, as well as secondary sources in the form of books, journals, fatwas, and previous research on gold, *usury*, ribawi*, tsamaniyyah*, and changes in the function of gold. The data was then grouped based on legal basis, gold status, *'illat* hukum, *qabḍ*, and arguments for the ability or prohibition of buying gold on credit.

Data analysis uses *content analysis* and comparative analysis. Content analysis is used to understand the postulates, arguments, fiqh concepts, and *istinbāṭ methods* of the two figures. Furthermore, the opinions of Wahbah az-Zuhaili and Ibn Taymiyah are compared based on the position of gold as a usury item, the function of gold as *a tsaman* or commodity, *legal 'illat*, *qabḍ*, payment on credit, and the use of *qiyās* and *'urf*.

The analysis is carried out through the stages of data reduction, data presentation, comparison, interpretation, and conclusion drawn. The validity of the data is guaranteed through triangulation of sources by examining the opinions of the two figures through primary works and comparing them with secondary sources and contemporary research. Thus, the research is expected to explain the similarities and differences of opinion between the two figures as well as the methodological factors behind the legal differences regarding the purchase of gold on credit.

RESULTS/FINDINGS

Buying And Selling & Payment Methods

Buying and selling (*al-bay'*) is a form of muamalah transaction that is carried out by exchanging property between one party and another party based on an agreement. In Islam, buying and selling is basically permissible (*mubāḥ*), as long as the transaction is carried out honestly, on the basis of the willingness of both parties, and does not contain prohibited elements such as usury, gharar, fraud, and tyranny. Another important principle in buying and selling is willingness (*tarāḍin*). Allah SWT. says in QS. An-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ

"O you who have believed! Do not eat each other's property in a wrong way, except in trade that takes place on the basis of mutual consent among you." (QS. An-Nisa [4]: 29).

This verse is the basis that trade transactions must be carried out on the basis of the willingness of both parties. Therefore, buying and selling that contains fraud, coercion, detrimental ambiguity, or taking the property of others is void in accordance with the principles of Islamic muama.

In addition to the Qur'an, the basis of buying and selling abilities is also found in the hadith of the Prophet Muhammad (peace be upon him). From Rifa'ah bin Rafi' r.a., the Prophet Muhammad was once asked about the best job. He replied:

سُئِلَ النَّبِيُّ ﷺ: أَيُّ الْكَسْبِ أَطْيَبُ؟ فَقَالَ: عَمَلُ الرَّجُلِ بِيَدِهِ، وَكُلُّ بَيْعٍ مَبْرُورٍ

Meaning: *"The Prophet (peace and blessings of Allaah be upon him) was asked: 'What is the best work?' He replied: 'A person's work with his own hands and every good buying and selling is mabrur (good).'"* (Hr. Ahmad).

The hadith shows that buying and selling activities can be a good job as long as they are done in the right way and in accordance with the provisions of sharia. The main part of this discussion is related to the purchase of gold on credit which is a transaction of obtaining gold with gradual payments over a certain period of time, so as to provide convenience for people who cannot afford to pay in cash. However, this practice raises problems in the fiqh of muamalah, especially related to the status of gold as a usury item and an obligation *taqābuḍ* (handover). Therefore, the purchase of gold on credit is not only related to economic aspects, but also to the application of Islamic law to changes in the function of gold in the modern economy.

There are several models in the purchase of gold on credit in Indonesia that do not run in a single form, but are divided into three models that have different legal implications, especially regarding when *Qabḍ* (handover of goods) actually happened. The following is a description of each model.

First, the Individual Installment Model (*Informal, Person-to-Person*), which is a gold buying and selling transaction that is carried out directly between the seller and the buyer without involving a financial institution. The seller can be an individual, a trader, or a gold shop, while the buyer pays the price of gold in stages according to the agreement, either weekly or monthly. In practice, gold can be handed over to the buyer from the beginning, while payment is made until it is paid off according to the agreed period. According to Muhammad Rawas, buying and selling with delayed payment is a transaction whose payment is made several times according to a predetermined time based on an agreement between the seller and the buyer.(Kasmir, 2000)

Second, the gold installment model through pawnshops and Islamic financial institutions is a form of gold transaction that takes place through institutional mechanisms and procedures that are more structured than individual installment transactions. This is the formal model that is most widely practiced through Islamic financial institutions such as Sharia Pawnshops, Bank Syariah Indonesia, and the like. The flow is standard and standardized, the customer pays a down payment/down payment (at Pegadaian, at least 15% for individual schemes, or 10% for collective/social gatherings), the customer then installs the remaining price periodically according to the agreed tenor (3-36 months), gold is only physically handed over to the customer after all loans are paid off during the installment period, the gold is actually stored and controlled by the institution (bank), not by the customer. Because the delivery of the down payment is carried out at the beginning but the goods (gold) have not been handed over until repayment, this scheme is structurally similar to a contract *murābaḥah* (buy and sell with a margin agreed in advance) combined with the contract *Rahn* (pawn) where the purchased gold is used as collateral for the remaining debt of the customer, so that it has not legally transferred full control to him until it is paid off. DSN-MUI Fatwa No. 77/DSN-MUI/V/2010 is the main reference that allows this scheme, provided that the selling price cannot be changed during the term of the agreement, and the gold purchased in cash can be used as collateral (*Rahn*) as long as it is not used as the object of another contract that transfers ownership.

Third, the conventional gold community/shop model: "Gold is handed over first, then in installments or DP". The pattern is that gold is directly handed over physically to the buyer at the time of the contract, either with a partial down payment (DP) at the beginning, or without a down payment at all later, the rest of the price is paid in installments, based on personal trust/agreement between the store seller and the buyer. It is precisely in this model that the most serious fiqh problem lies, because the goods of ribawi (gold) have transferred physical control to the buyer's hands, while the price (money) has not been fully paid.

The problem arises because the function of gold in the modern economy has changed. If in the classical period gold mainly functioned as a means of payment, now gold is more widely used as a commodity, jewelry, investment instrument, and store of value. This change in function has caused a debate about whether or not the provisions of gold ribawi should remain or not, especially based on changes *'illat* law and the context of its use. These changes also encourage the development of the sharia economy as an economic system based on Islamic sharia principles. The sharia economy not only avoids usury, gharar, and maisir, but is also able to adapt to economic and technological developments while upholding justice, transparency, and benefits. This is in accordance with the principle of muamalah fiqh that basically all forms of muamalah are permissible as long as there is no evidence that prohibits it. The rules of fiqh state:

الأصل في المعاملات الإباحة حتى يدل الدليل على التحريم

"*The original ruling in all forms of muamalah is that there can be evidence that shows its haram*." (al-Suyūṭī Jalāl al-Dīn, 1990)

These rules are the basis for the development of innovation in Islamic financial products and services as long as they are in accordance with sharia principles and do not contradict the Qur'an and Sunnah. However, the rapid development of the economy has given birth to various modern transactions that require an in-depth study of Islamic law.

Opinion Of Scholars On The Purchase Of Gold On Credit

Wahbah az-Zuhaili is one of the contemporary scholars who tend to maintain the classic provisions in buying and selling gold. According to him, the development of the modern payment system does not change the provisions of sharia regarding the exchange of gold and silver. Gold remains a usury item that requires *taqābuḍ* or handover at the time of the contract. Therefore, the purchase of gold or jewelry in a credit It is not allowed if the payment or delivery is delayed, so that the gradual purchase and sale of gold is illegal without being fulfilled *taqābuḍ* in the contract. This is based on his narrative in his book *al-Mu'amalat al-Maliyah al-Mu'ashirah* states:

بيع الذهب أو الفضة بالهاتف من غير قبض أحد البدلين أوكليهما هو بيع باطل لأن النقدين من
الأموال الربوية أما مجرد الوعد أو الحجز فلا يعد قبضا حقيقيا ولا حكميا وكذلك شراء الحلي من
الصائغ بالتقسيط لا يجوز لعدم اكتمال قبض الثمن ولا يصح أيضا بقرض من الصائغ لنهي النبي عن سلف وبيع

"Buying and selling gold and silver with a mobile phone without the handover of goods (at the contract place) is a void buying and selling. Because gold and silver are ribawi commodities, it is mandatory with the handover of goods at the contract place. Likewise, buying jewelry from craftsmen with installment payments is not allowed because there is no handover of the price (money) and also by way of debt from the craftsman because the prophet Muhammad prohibits buying and selling and borrowing in this way. (al-Zuḥaylī Wahbah, 2002)

From the editorial, it can be seen that Wahbah az-Zuhaili discussed two forms of transactions at once, namely gold transactions through long-distance communication media and the purchase of jewelry on credit. Both are considered invalid because the elements are not fulfilled *Qabḍ* at the time of the contract. Thus, according to him, the main focus is not the medium of the transaction, but the fulfillment of the conditions for handover that are required in the exchange of ribawi goods.

Shaykh Wahbah az-Zuhaili is of the opinion that the buying and selling of ribawi goods of a kind, such as gold with gold and silver with silver, must be done with the same amount and in cash to avoid usury. This opinion is based on the hadith of the Prophet Muhammad which is the main basis in determining the conditions for gold transactions as follows:

الذَّهَبُ بِالذَّهَبِ مِثْلًا بِمِثْلٍ، وَالْفِضَّةُ بِالْفِضَّةِ مِثْلًا بِمِثْلٍ، وَالتَّمْرُ بِالتَّمْرِ مِثْلًا بِمِثْلٍ، وَالْبُرُّ بِالْبُرِّ مِثْلًا بِمِثْلٍ، وَالْمِلْحُ » بِالْمِلْحِ مِثْلًا بِمِثْلٍ، وَالشَّعِيرُ بِالشَّعِيرِ مِثْلًا بِمِثْلٍ، فَمَنْ زَادَ أَوِ ازْدَادَ فَقَدْ أَرْبَى، بِيعُوا الذَّهَبَ بِالْفِضَّةِ كَيْفَ شِئْتُمْ يَدًا بِيَدٍ، وَبِيعُوا الْبُرَّ بِالتَّمْرِ كَيْفَ شِئْتُمْ يَدًا بِيَدٍ، وَبِيعُوا الشَّعِيرَ بِالتَّمْرِ كَيْفَ شِئْتُمْ يَدًا بِيَدٍ

"Gold and gold must be the same amount, silver and silver must be equal, dates and dates must be equal, wheat and wheat must be equal, salt and salt must be equal, and barley and barley must be equal. Whoever adds or asks for addition, then he has committed usury. Sell gold for silver according to your wishes, provided it is done in cash (direct handover); sell wheat with dates according to your will, provided it is done in cash; and sell barley with dates according to your wishes, provided it is done in cash."

According to Wahbah az-Zuhaili, the *tamātsul* (equality) and *taqābuḍ* (direct handover) is a sharia provision to prevent usury in the exchange of usury goods. Therefore, the exchange of usury goods of kinds, such as gold for gold or silver for silver, must be carried out at the same rate and in cash. He still views gold as usury goods whose exchange provisions have been determined by the Shari'ah, so it is mandatory to meet the provisions of the Shari'ah. *taqābuḍ* as affirmed in the hadith. This is stated by him in his book, namely in *Al-Fiqh al-Islāmī wa Adillatuhu*:

وتحريم الربا في النقدين (الذهب والفضة أو ما يحل محلهما من النقود الورقية الرائجة) لا فرق فيه بين المسكوك المصنوع أو التبر غير المصنوع. لذا قال الفقهاء عن الدراهم: تبرها وعينها سواء

"The prohibition of riba on two currencies (gold and silver, or those that occupy their position like the applicable banknotes) does not distinguish between those that have

been minted (formed) and those that are still in the form of gold or raw silver. Therefore, the fuqaha state that there is no difference between those that are still in the form of raw metals and those that have been minted."(al-Zuḥaylī Wahbah, 2011)

The editorial shows that according to Wahbah az-Zuhaili, the legal status of gold as a usury item has not changed, whether gold is still a raw material or has been formed into jewelry or currency. Thus, the physical form of gold does not affect the enactment of the law of usury. Determination *'illat* on the goods that are qiyased to Nash can consider *'urf* (people's habits), especially for objects that are not explicitly explained by the sharia. He is of the view that banknotes include ribawi goods based on evidence *'urf* or the customs of the local community. This is explained in the same book he states:

واثبات العلة في المقيس علي النص مما يدرك هنا بالعرف ويؤيده أن المالكية اذا أختلفت عوائد الناس في الكيل او الوزن اعتبرت عادة البلد الذي تم التعاقد وأما لم ينص عليه الشارع فهو م حمول علي عادة الناس وأعرافهم في التعامل في ألأسواق

"The determination of illat riba in goods that are qiyased in the nas is based on habits. This is strengthened by the opinion of Malikyah scholars who state that if people's habits differ in using measurements and scales, then what determines is the ability of the community where an agreement occurs. As for the size that is not stated by the nash, the determination is left to the habits and customs of the people in the market".

Thus, according to Wahbah az-Zuhaili, *'urf* does not function to change the law that has been established by the *Nash*, but becomes a consideration in determining *'illat* against objects that are not explicitly regulated in the Qur'an and Sunnah. Despite the changes *'urf* can affect the law in several matters muamalah, the change in the function of gold is not used as a reason to change the legal provisions of the sale and purchase of gold.

This is because gold and silver already have a clear legal basis in the hadith of the Prophet Muhammad. Changes in the economic function of gold are not considered sufficient to change the provisions of sharia, so gold is still seen as a ribawi item that must meet the provisions of its exchange. Therefore, Wahbah az-Zuhaili does not allow the purchase of gold on credit or digital transactions that are not accompanied by it *Qabḍ* during the contract, because it has the potential to contain riba and is contrary to the hadith about ribawi goods. His view shows that he prioritizes *Nash* specific about gold and silver rather than changes in economic function, where as *'urf* can only be considered on objects that do not have special provisions in the *Nash*.

This is also reinforced by the scholars who agree with him, namely 'Abd Allāh ibn Sulaimān al-Manī in his book *Buḥūth fī al-Iqtiṣād al-Islāmī* He explained:

ونظراً لوجود النص الثابت الصريح في جريان الربا بنوعيه في الذهب والفضة وذلك فيما روى الإمام أحمد ومسلم عن عبادة بن الصامت رضي الله عنه أن النبي ﷺ قال: الذهب بالذهب والفضة بالفضة والبر بالبر والشعير بالشعير والتمر بالتمر والملح بالملح مثلاً بمثل سواء بسواء يداً بيد فإذا اختلفت هذه الأصناف فبيعوا كيف شئتم إذا كان يداً بيدوحيث إنه لا اجتهاد مع نص فإن الربا بنوعيه يجري فيهما في مسكوكهما وسبائكهما وتبرهما إلا ما أخرجته الصنعة منهما فقد اتجه بعض المحققين من أهل العلم ومنهم شيخ الإسلام ابن تيمية وتلميذه ابن

القيم وغيرهما إلى جواز التفاضل في بيع الذهب بجنسه والفضة بجنسها إذا كان أحد العوضين مما أخرجته الصنعة كالحلي مع بقاء الحكم بوجوب التقابض في مجلس العقد رعاية للنص الخالي عما يصرفه عن الحكم العام في جريان ربا النسيئة فيهما. وقد تقدم النقل عن ابن القيم رحمه الله في تعليل ذلك وأن للصنعة فيهما قيمة تقابل زيادة الثمن وزناً على وزن الحلية المبيعة من ذهب أو فضة مما تقدم يتضح أن الثمنية في الذهب والفضة موغلة فيهما وأن النص صريح في اعتبارهما مالاً ربوياً يجب في المبادلة بينهما التماثل والتقابض في مجلس العقد فيما اتحد جنسه والتقابض في مجلس العقد في بيع بعضهما ببعض إلا ما أخرجته الصناعة عن معنى الثمنية فيجوز التفاضل بين الجنس منهما دون النسأ على ما سبق من توضيح وتعليل

"Considering that there is a fixed and clear text regarding the enactment of riba with both its types on gold and silver, as narrated by Imam Ahmad and Muslim from 'Ubadah bin ash-Shamit r.a., that the Prophet Muhammad said: 'Gold with gold, silver with silver, wheat with wheat, jewawut with jewawut, dates with dates, and salt with salt, must be the same and proportionate, and should be done in cash (direct handover). If these types are different, then sell them as you like if they are done in cash. Since there is no ijtihad when there is a nas, then riba in both types applies to gold and silver, both to gold and silver that have been minted into money, bars, or gold or raw silver. Except for gold and silver that have come out of their original form due to the process of craftsmanship (ṣinā'ah). Therefore, some scholars who have a deep understanding, including Shaykh al-Islam Ibn Taymiyyah, his disciple Ibn al-Qayyim, and other scholars, are of the opinion that there is a difference in the level (tafāḍul) in the exchange of gold and gold, one of which has undergone a manufacturing process, such as jewelry, as well as silver and silver, while maintaining the mandatory provision of taqābuḍ (direct handover) in the contract assembly. This is done as a form of caution against nas that do not have evidence that can divert the general provisions regarding the applicability of riba nasī'ah to gold and silver. Previously, the opinion of Ibn al-Qayyim (may Allah have mercy on him) was quoted regarding the reason for this law, namely that the value of the process of making/crafting gold and silver has its own value, which can be compared to the additional price based on the weight of the jewelry sold, both in the form of gold and silver. From this description, it can be understood that the nature of tsamaniyyah (function as a medium of exchange) in gold and silver is very attached to both. The Nas also clearly shows that both are usury, so that in the exchange of both, there are provisions of similarity (tamaśul) and taqābuḍ (direct handover) in the assembly of the contract if the type is the same, as well as taqābuḍ in the assembly of the contract if gold is exchanged for silver, except for gold or silver that has gone out of the meaning of tsamaniyyah because it has undergone the process of making. In such conditions, the difference in content (tafāḍul) between the same types is allowed, but there is still no delay (nasī'ah), as explained and the legal reasons stated earlier." (al-Manī' Abdullah bin Sulaiman, 1996)

The opinion of 'Abdullah bin Sulaiman al-Mani' shows that gold still has the nature of tsamaniyyah and includes usury, so the buying and selling of gold must meet the provisions of *taqābuḍ* (direct handover). Thus, buying and selling gold credit which causes a delay in payment is not allowed because it is contrary to the provisions of riba nasī'ah. This view is in line with the opinion of Wahbah az-Zuhaili who still applies the provisions of ribawi to gold and requires *taqābuḍ* in gold buying and selling transactions.

Ibn Taymiyyah also made *Ats-tsamaniyyah* (medium of exchange) as a means of exchange *'illat* usury in gold, but he argued that if gold no longer functions as a medium of exchange, but as a commodity asset, then *'illat* no longer exists. This view of Ibn Taymiyah emphasizes on changing the function of gold in society as the basis for determining the law. He is one of the scholars who allows the buying and selling of gold credit.

In some of his books, Ibn Taymiyyah said that objects printed from gold or silver can be sold with the same kind without the requirement that they must be the same in size either by cash, non-cash or credit as long as it is not intended as a medium of exchange. Here in the book *Al-Ikhtiyarat al-Fiqhiyyah he said:*

ويجوز بيع المصوغ من الذهب والفضة بجنسه من غير اشتراط التماثل، ويجعل الزائد في مقابلة الصيغة، ليس ربا

"It is permissible to sell gold and silver that have been formed (into jewelry) with gold or silver of the like without the requirement that it must be of the same rate (tamatsul). The excess value in the transaction is seen as compensation for the process of making it (ṣina'ah), so it does not include usury."(al-Harrani Ahmad ibn 'Abd al-Halim ibn Taymiyyah, 1997)

Then it is also explained in his book *Al-Mustadrak 'ala Majmu' al-Fatawa* He says:

ويجوز بيع حلي الذهب والفضة بجنسه من غير اشتراط التماثل، ويجعل الزائد في مقابلة الصنعة، سواء كان البيع حالًا أو مؤجلًا إذا لم يقصد به الثمنية

"It is permissible to sell gold and silver jewelry of its kind without being required to the same level. Excess price is considered as a reward for manufacturing services, whether transactions are carried out in cash or in cash, as long as the jewelry is not intended as a medium of exchange (money)."(al-Harrani Ahmad ibn 'Abd al-Halim ibn Taymiyyah, 1997)

In this case, what is meant is not only the law of selling but also buying it, because scholars including Ibn Taymiyyah do not distinguish between the law of selling and buying it. Like other scholars, Ibn Taymiyyah in discussing riba in buying and selling, including the sale and purchase of gold in cash or gradually, is guided by several hadiths of the prophet, among which is a hadith narrated by Imam Muslim:

الذَّهَبُ بِالذَّهَبِ، وَالْفِضَّةُ بِالْفِضَّةِ، وَالْبُرُّ بِالْبُرِّ، وَالشَّعِيرُ بِالشَّعِيرِ، وَالتَّمْرُ بِالتَّمْرِ، وَالْمِلْحُ بِالْمِلْحِ، مِثْلًا بِمِثْلٍ، سَوَاءً بِسَوَاءٍ، يَدًا بِيَدٍ، فَإِذَا اخْتَلَفَتْ هَذِهِ الْأَصْنَافُ فَبِيعُوا كَيْفَ شِئْتُمْ، إِذَا كَانَ يَدًا بِيَدٍ

"Gold with gold, silver with silver, wheat with wheat, jewawut (sya'ir) with jewawut, dates with dates, and salt with salt must be the same amount, the same size, and

done in cash (direct handover). If these types are different, then sell them as you like, as long as it is done in cash (direct handover)."

In this case, Ibn Taymiyyah argued that the haram of usury in buying and selling does not only apply to the six kinds of objects mentioned in the Hadith, but also applies to all objects that have the same tongue as the six objects mentioned in the Hadith. Regarding the tongue of riba on gold, Ibn Taymiyyah agrees with most scholars, that the tongue is because it is used as a medium of exchange. Before establishing his opinion on 'illat riba on gold, Ibn Taymiyyah first put forward several scholars' opinions regarding the cause of *('illat*) the applicability of the law of cause (*'illat*) the applicability of usury to gold. According to him, there are four opinions that have developed among scholars.

The first opinion states that 'illat riba in gold is because gold is an item that is weighed. This opinion is embraced by the Hanafi school and is the most famous narration of Imam Ahmad bin Hanbal. The second opinion states that 'illat riba in gold is because gold functions as a medium of exchange (*Ats-tsamaniyyah*). This opinion is the view of the Maliki and Shafi'i madhhab, as well as one of the narrations of Imam Ahmad bin Hanbal. The third opinion is of the opinion that riba in gold does not have a specific 'illat, so the provisions of riba only apply to six types of goods that are explicitly mentioned in the hadith. This opinion is attributed to Imam Dawud az-Zahiri and is also narrated from Qatadah. The fourth opinion states that 'illat riba in gold is because gold is a treasure (*Al-Mál*). Thus, all assets that have economic value are seen as usury goods so that the provisions of usury also apply to them.

Ibn Taymiyyah in rejecting the first nature, namely property, said that the Ulama agreed that it was permissible to perform a contract *Greetings* (message) with gold or silver on something that can be weighed such as iron, silk and cotton, if the tongue is because it can be weighed, then the contract of salam is invalid. When they say it is valid, it means that the tongue of usury on gold and silver is not because it can be weighed.

After stating the four opinions, Ibn Taymiyyah analyzed each of them. He then chose the second opinion, namely that 'illat riba on gold is *Ats-tsamaniyyah* (function as a medium of exchange), not solely because gold is a weighed item. If *Illat* Riba is determined because gold is a weighed item, so all goods that are weighed should also be subject to the law of usury. In fact, the sharia allows the contract of salam on goods that are weighed such as iron and cotton. Therefore, he considers that the more appropriate illat is *Ats-tsamaniyyah*. This is confirmed by his statement in his book *Majmoo' al-Fataawa*:

والمقصود هنا: الكلام في علة تحريم الربا في الدنانير والدراهم، والأظهر أن العلة في ذلك هو الثمنية لا الوزن، كما قاله جمهور العلماء

"The subject of discussion here is the 'illat prohibition of riba on dinar and dirham (gold and silver as currency). A stronger opinion is that the 'illat is the nature of a medium of exchange (الثمنية/ats-tsamaniyyah), not merely because it is weighed (الوزن), as stated by a number of scholars."(al-Harrani Ahmad ibn 'Abd al-Halim ibn Taymiyyah, 1997)

Once it is known that illat riba in gold is a medium of exchange, then the law of riba will apply to all objects that are used as a medium of exchange, such as money made of copper (*Feather*) and banknotes. This is due to the function of a *Illat* is as a informant of the existence of a law as the opinion of many scholars. During the time of the Prophet Muhammad, gold and silver functioned as a medium of exchange so that it included *tsaman*.

As the times progressed, the function of gold as a medium of exchange shifted to paper money and electronic money, while gold became more of a commodity and investment asset. This change became the basis for Ibn Taymiyah's analysis of *Ats-tsamaniyyah* As *'illat* The law of usury. According to him, the law of usury is not solely caused by the substance of gold, but by its function as a medium of exchange, so that objects that have this function can be subject to the same law.

Based on this view, the purchase of gold by credit can be allowed when gold no longer functions as a means of payment, but rather as a commodity or investment asset. Thus, when *'illat* In the form of a function *tsamaniyyah* No longer found in gold, the legal provisions related to this function can change according to the development of the practice of muamalah. This is in line with the rule that reads:

الحكم يدور مع علته وجودًا وعدمًا

"The law revolves around the 'illat; if the 'illat exists, then the law applies, and if the 'illat does not exist, then the law does not apply.(al-Syaukānī Muḥammad ibn 'Alī, 1999)

Based on the analysis of Ibn Taymiyah's writings, there are two possible interpretations. This is because in the writing of his book the term المصوغwhich in language means gold that has been formed or processed which is understood by the term as gold jewelry, because in general gold made into rings, bracelets, or necklaces is a form of use of gold that is allowed by the sharia. When understood textually, this ability is limited to gold that has become jewelry.

However, when understood based on the 'illat of the law that he put forward, it includes not only gold that has become jewelry, but also gold that is prepared to be processed or printed. This understanding is supported by the continuation of Ibn Taymiyyah's editorial which states:

إذا لم يقصد به الثمنية

as long as the jewelry is not intended as a medium of exchange (money).

According to Ibn Taymiyah, the legal consideration of gold does not lie solely in its physical form, but in its function. When gold is no longer used as a means of payment, but rather functions as a commodity or asset, *'illat* usury in the form of *Ats-tsamaniyyah* are no longer found. Therefore, gold bars and jewelry that are positioned as commodities can be distinguished from gold that functions as a medium of exchange. This change in function is the basis for the ability to purchase gold on credit, because *'illat* Ribawi related to the function of gold as a medium of exchange is considered to have been lost.

Then it is strengthened by the opinion of Shaykh Ali Jum'ah in his fatwa:

وانتفت عنهما علة النقدية التي توجب فيهما شرط التماثل وشرط الحلول والتقابض، ويترتب عليها تحريم التفاضل وتحريم البيع الآجل، فصارا كأي سلعة من السلع التي يجري فيها اعتبار قيمة الصنعة – وهي هنا الصياغة

"As for gold and silver that have been formed into jewelry, then both have come out of their position as a medium of exchange, that is, as a means of exchange. Thus, there is also the loss of 'illat al-naqdiyyah which requires the same rate (tamāṡul) as well as direct payment and handover. This previous provision led to the prohibition of excess in exchange and the prohibition of formidable buying and selling. Therefore, gold and silver that have been formed into jewelry become like other goods, which in their sale and purchase take into account the value of their work or production, which in this case is in the form of the process of forming or making jewelry (ṣiyāghah)." (Ali Jum'ah Muḥammad, 2007)

From the statement of 'Ali Jum'ah above, it can be seen that gold is no longer used or functioned as a price or medium of exchange. On that basis, the status of ribawi goods in gold has been lost. In addition, gold and silver as used, have the status of commodity goods so that they allow for additional or different values because they consider the value of workmanship.

Ibn Taymiyyah in establishing the law of buying and selling gold credit using three methods of istinbāṭ, namely *bayani*, *ta'lii*, and istishabi. Through the bayānī method, Ibn Taymiyyah understood the hadith of the Prophet Muhammad about the exchange of gold, especially the hadith of 'Ubādah ibn al-Ṣāmit. Textually, the hadith requires a direct handover, so that the purchase of gold credit is not allowed. Furthermore, through the *ta'līlī* with *Sabr wa taqsīm* , that is, by examining various possibilities that can be the 'illat of the prohibition of buying and selling gold in cash, then setting it aside until a suitable 'illat is found. Ibn Taymiyyah searched for the 'illat from the prohibition and concluded that the 'illat is the function of gold as a medium of exchange (*Al-tsamaniyyah*). Therefore, if gold still functions as a medium of exchange, then purchase in installments is not allowed. On the other hand, if gold has become jewelry or merchandise and no longer functions as a medium of exchange, then the 'illat is not present in it so that gold is bought and sold in a credit permissible. Furthermore, through the istiṣḥābī method, when gold is no longer included in the category of ribawi goods due to the loss of the 'illat, the ruling is returned to the law of origin of muamalah, in essence permissible. Thus, according to Ibn Taymiyyah, the ability to purchase gold by credit Seen in the function of gold, gold as a medium of exchange cannot be paid in installments, while gold that has become a commodity can be traded in credit.

Munaqasyah Al-Adillah (Comparative Study)

In analyzing the evidence, there are different methods *isitnbath law.* First, Ibn Taymiyah's method. In establishing the law of buying gold credit, Ibn Taymiyah used the *Bayānī*, *ta'līlī*, and *istiṣḥābī*. Through *Bayānī*, he made the hadith about the exchange of gold as the basis of the law. Then, through *ta'līlī* and the *Sabr wa taqsīm*, he determined *Ats-tsamaniyyah* (the function of gold as a medium of exchange) as a medium of exchange) *'illat* usury. If gold still functions as a medium of exchange, the provisions of riba and *taqābuḍ* remains valid. However, if gold has become a commodity or asset and no longer functions as a medium of exchange, *'illat* is considered non-existent. Furthermore, through *istiṣḥābī*, the law returns to the law of origin of muamalah, in essence it is permissible. On this basis, the purchase of gold by credit allowed when gold functions as a commodity.

Second, the Wahbah az-Zuhaili method. He emphasized the validity of the hadith that stipulates gold as a usury item. According to him, gold still has special provisions that require *taqābuḍ* in its transactions. In *Al-Mu'āmalāt al-Māliyyah al-Mu'āṣirah*, he stated that the purchase of jewelry from artisans in a credit It is not allowed because the handover of the price in the contract is not done directly.

As the author has explained, the difference in methods *istinbāṭ* The law between Ibn Taymiyah and Wahbah az-Zuhaili then influenced the second factor, namely the use of postulates in determining the law of buying gold credit. Both scholars make the hadith of the Prophet Muhammad about the exchange of gold and usury goods as the basis of law. However, both have differences in understanding and applying the content of the hadith, especially in determining *'illat* The law that causes gold to be included in usury.

Ibn Taymiyah in establishing the law of buying gold credit not only looking at the provisions of the hadith textually, but also analyzing *'illat* that is behind these provisions. According to him, *'illat* ribawi on gold is *Ats-tsamaniyyah*, which is the function of gold as a medium of exchange. Therefore, when gold is no longer used as a medium of exchange, but has become a commodity or merchandise, then *'illat* is considered not to be present in the gold. Thus, the special provisions regarding the exchange of ribawi goods no longer apply, so that the purchase of gold credit can be allowed.

In contrast to Ibn Taymiyah, Wahbah az-Zuhaili in using postulates emphasizes the provisions of the hadith of the Prophet Muhammad regarding gold as one of the usury goods. According to him, gold still has provisions as usury goods so that in gold transactions the conditions must be met *taqābuḍ* or direct handover. Wahbah az-Zuhaili is of the view that the purchase of gold or jewelry with payment credit is not allowed because there is a delay in payment that causes non-fulfillment *taqābuḍ*.

Both scholars have their own postulates and arguments regarding the law of purchasing gold on credit. To determine a stronger opinion, a comparison of postulates (*Munaqasyah Al-Adillah*). Wahbah az-Zuhaili argued that the purchase of gold on credit is not allowed if it is not fulfilled *taqābuḍ*, because gold is a usury item and its exchange with money follows the provisions of the *Bay' al-Ṣarf*. Meanwhile, Ibn Taymiyyah differentiated the law of gold based on its function. If gold still functions as *tsamaniyyah* or medium of exchange, usury provisions and *taqābuḍ* still in effect. However, if gold has become *Sil'ah* or merchandise, such as jewelry, the provision no longer applies as gold which functions as a *tsamaniyyah*. The opinions of the two scholars are based on the hadith of the Prophet (peace be upon him) narrated by Imam Muslim regarding the exchange of gold and usury goods.

الذَّهَبُ بِالذَّهَبِ، وَالْفِضَّةُ بِالْفِضَّةِ، وَالْبُرُّ بِالْبُرِّ، وَالشَّعِيرُ بِالشَّعِيرِ، وَالتَّمْرُ بِالتَّمْرِ، وَالْمِلْحُ بِالْمِلْحِ، مِثْلًا بِمِثْلٍ، سَوَاءً بِسَوَاءٍ، يَدًا بِيَدٍ، فَإِذَا اخْتَلَفَتْ هَذِهِ الْأَصْنَافُ فَبِيعُوا كَيْفَ شِئْتُمْ، إِذَا كَانَ يَدًا بِيَدٍ

"Gold with gold, silver with silver, wheat with wheat, jewawut (sya'ir) with jewawut, dates with dates, and salt with salt must be the same amount, the same size, and done in cash (direct handover). If these types are different, then sell them as you like, as long as it is done in cash (direct handover)."(Muslim bin al-Ḥajjāj, n.d.)

Wahbah az-Zuhaili uses the hadith of the Prophet (peace be upon him) about the exchange of gold and usury goods as the basis of the law, especially the pronunciation of يَدًا بِيَدٍ (*Yadan bi Yadin*) which indicates the obligation of direct handover. Because gold is a usury item and its exchange with money follows the provisions of *Bay' al-Ṣarf*, payment by credit considered non-compliant *taqābuḍ*. The advantage of this opinion lies in the textual strength of the hadith and the attitude of caution in preventing *riba nasi'ah*. However, the hadith does not specifically distinguish gold which functions as a *tsamaniyyah* with gold that has been transformed into *Sil'ah* or merchandise, so that its application to all types of gold still requires determination *'illat*.

Meanwhile, Ibn Taymiyah also used the same hadith, but understood its application based on the function of gold. According to him, if gold still functions as a *tsamaniyyah* or medium of exchange, usury provisions and *taqābuḍ* still occurs. However, when gold has turned into *Sil'ah*, such as jewelry that is not intended as a medium of exchange, then the provisions of the *Bay' al-Ṣarf* not applied in the same way so that the purchase of credit can be allowed. The advantage of this opinion lies in the analysis *'illat al-hukm* and its ability to account for changes in the function of gold. Its limitation is the need for clear limits to determine when the function *tsamaniyyah* has completely disappeared.

Based on *Munaqasyah Al-Adillah*, the two scholars actually use the same hadith. The difference lies in the way of understanding *'illat* and the scope of the application of hadith. Wahbah az-Zuhaili emphasized the status of gold as a usury and an obligation *taqābuḍ*, while Ibn Taymiyyah emphasized the function of *tsamaniyyah*. According to the author, Wahbah az-Zuhaili's opinion is stronger when gold still functions as a *tsamaniyyah* because it is more in accordance with the textual provisions of the hadith and is more careful about usury. However, if gold has changed to *Sil'ah*, such as jewelry, Ibn Taymiyyah's opinion is stronger because it considers changes in function and *'illat* law.

Author's Analysis (Qaul Rajih)

After performing *munaqasyah al-adillah*, the author views that Ibn Taymiyyah's opinion is stronger (*qaul rājih*) in the context of buying gold that has become a commodity, such as gold jewelry. Both scholars use the hadith on gold and usury as a legal basis, but differ in determining *their 'illat* application. Wahbah az-Zuhaili emphasizes that gold is still a usury item so that gold transactions on credit must fulfill *taqābuḍ*. Meanwhile, Ibn Taymiyyah associates this provision with the function of gold as *a tsaman*.

According to the author, Ibn Taymiyyah's opinion is stronger because it considers the function and position of gold in transactions. If gold still functions as *a tsaman* or medium of exchange, then the provisions of riba and *taqābuḍ* remain valid. However, if gold has been turned into *sil'ah* or merchandise, such as jewelry used as a commodity, then *'illat tsamaniyyah* is no longer dominant. Therefore, buying and selling gold jewelry on credit can be allowed as long as the price, credit amount, and payment term have been clearly determined and do not contain elements of riba, gharar, and fraud.

This opinion is also more in line with the development of the function of gold today. Gold is not always used as a medium of exchange, but is more positioned as a commodity, jewelry, and investment asset. Therefore, the application of the law to gold needs to pay attention to the function of gold in transactions, not just looking at the substance of gold.

Thus, qaul rājih according to the author is the opinion of Ibn Taymiyah, especially for gold that has functioned as *sil'ah*. As for gold that still functions as *a tsaman* or medium of exchange, it is still subject to the provisions of ribawi and *taqābuḍ* goods. This opinion shows that the ability to purchase gold on credit is not absolute, but depends on the function of gold, the form of transaction, and the fulfillment of sharia principles.

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