



## **MODERATE ISLAMIC LEGAL THOUGHT ON BANK INTEREST**

**Dea Amanda Putri**

Universitas Islam Negeri K.H. Abdurrahman Wahid Pekalongan, Indonesia  
*deaamandaputri066@gmail.com*

**Surya Bagus Pratama**

Universitas Islam Negeri K.H. Abdurrahman Wahid Pekalongan, Indonesia  
*suryaprtma5658@gmail.com*

**Dwi Andika Pratama**

Universitas Islam Negeri K.H. Abdurrahman Wahid Pekalongan, Indonesia  
*dwandikascy@gmail.com*

**Rasyha Bagas Ramadhani**

Universitas Islam Negeri K.H. Abdurrahman Wahid Pekalongan, Indonesia  
*ramadhanibagas09@gmail.com*

**Diva Yunika Putri**

Universitas Islam Negeri K.H. Abdurrahman Wahid Pekalongan, Indonesia  
*divad9589@gmail.com*

**Muslim Wohyeng**

Universitas Islam Negeri K.H. Abdurrahman Wahid Pekalongan, Indonesia  
*muslimwohyeng8@gmail.com*

### **ABSTRACT**

This study focuses on describing the views of Ahmad Zahro, a professor of Islamic law in Indonesia, regarding the legal status of bank interest. This qualitative study in the form of media observation uses a content analysis approach. The primary data consists of Ahmad Zahro's YouTube content on bank interest, while the secondary data in this study uses relevant scientific literature. The results of the study show that Ahmad Zahro argues that bank interest does not always fall under the category of usury (*riba*), depending on the context in which the interest is applied, namely as long as there are no elements of extortion or exploitation. This study contributes to emphasizing the importance of inclusive dialogue between scholars, the community, and financial institutions to deepen understanding of the issue of bank interest.

**Keywords:** *Ahmad Zahro, Islamic Law, Bank Interest*

## A. Introduction

In everyday life there are many different opinions about bank interest. Many think that bank interest is usury (*riba*) and some think that bank interest is not usury. According to Muhammadiyah, bank interest is *shubhat*, according to Majelis Ulama Indonesia (MUI), bank interest is haram, according to Nahdhotul Ulama (NU), bank interest can be *shubhat*, can be haram, can be allowed. But according to Prof. Dr. K.H Ahmad Zahro is a professor of Islamic law (fiqh) in Indonesia in his YouTube content discussing bank interest he argues that, *riba* is haram and bank interest is not usury depending on its use for saving or borrowing.

This difference of opinion about bank interest is a serious problem in society. Especially for people who are Muslims because of differences in religious views and the general public. In the view of fiqh law (Islamic law) responds that bank interest is haram. Then the response in the general public is that many legalize bank interest, because 97% of people still use conventional banks and only 3% of people use Islamic banks. Therefore it is important to examine how the law is against the problematic issues that exist in society today.

Responding to differences of opinion about bank interest, the response from Ahmad Zahro regarding bank interest said that between conventional banks and Islamic banks, the system is the same, only the name is different. If a conventional bank is called interest and an Islamic bank is called profit sharing. therefore, bank interest is valid or allowed. However, saving does not have an element of usury except for lending and borrowing because all loans that use additions are usury.

With the youtube content shows that bank interest can be non-riba by paying attention to what activities are carried out. Therefore, the content can be a medium of communication between scholars, the government, and Muslims in viewing bank interest itself, especially the issue of whether bank interest is usury or not. By analyzing the context in the video content to identify patterns of representation that can strengthen or reduce stereotypes, and the impact on social behavior. Usury is a prohibited activity in the Quran and hadith (Karimuddin et al., 2024). Saving is not usury because the saver does not double the amount when not increasing the amount of savings at the specified time, but the debt will double if not paying at the specified time because it takes added value from the debtor as prohibited in the Qur'an surah Ali Imran verse 130 (Arafah et al., 2023).

This study aims to identify the legal view of bank interest according to Prof. K.H Zahro's thoughts in the Indonesian economy. This study falls into the category of qualitative research in the form of media observation studies with a content analysis approach. YouTube content regarding Ahmad Zahro's thoughts on bank interest is used as primary data in this study, and uses various data relevant to what is being discussed. Furthermore, the data that has been collected will be analyzed to dig deeper into how the principles and system of bank interest itself according to Ahmad Zahro.

As for previous studies of money found such as, Eni Latifah and Rudi Abdullah concluded that there are 3 views on the law of interest first, pragmatic: additional profits taken from the banking business. Second, realist-modernist is taking advantage of the benefits of the people who are measured and do not oppress anyone. Three, fundamental, namely bank interest for conventional and Islamic banking should be avoided (Latifah & Abdullah, 2022). Later studies by Dira Vica Kirana, Khairunisa, and Nurul Maulida stated that the profits from various kinds of loans are all forbidden usury. There is no difference between consumption and production loans, whether there is little or a lot of interest, whether credit or bank interest because all of them are still included in the practice of usury (Kirani & Maulida, 2023). Banks that run interest-based operations are often associated with usury (Putra, 2022). Unlike Islamic banks, which place greater emphasis on Islamic principles in conducting their business activities (Rahim & Ilmiah, 2022). The existence of Islamic banks makes it the answer to the concerns of prospective customers who want banking services free from usury practices. This is important for Muslim communities who realize that usury is prohibited in sharia law (Kurniati, 2023).

But there are also those who say that bank interest is not usury as said by Sayyid Thanthawi, one of the famous scholars who said that bank interest is something that is allowed because if it is related to debt and credit, then the lender does not have the right to receive additional on the original loan (Zakaria et al., 2023). He also argues that bank interest is not usury because it is not part of faith and worship (Huda et al., 2022). Sheikh Rashid in this case argues that usury prohibited by the Qur'an is *riba* multiplied by the principal amount of debt given, meaning that bank interest is not usury because it does not multiply the principal (Wahid, 2021). According to Fazlur Rahman, usury from interest rates is different because for him usury is haram and does not agree with the haram of bank interest and opposes the abolition of bank interest (Arafah et al., 2023).

This study aims to identify how the view of bank interest according to Ahmad Zahro by highlighting its legal aspects, the impact on society, and its application in the Indonesian economic system. This issue is important to study in order to understand the role of Zahro as one of the scholars who provides understanding to the public about how the law and ethics in banking transactions, especially regarding bank interest which is considered not in accordance with sharia law.

## **B. Classification of Usury (*Riba*)**

Usury (*riba*) based on its root word means *ziyadah* (addition). In language, usury means growth and development. In technical terms, usury refers to the taking of extra from the principal or capital illegally. Allah SWT says in QS An Nisa verse 29 which means "O you who believe, do not eat each other's property by unlawful

means". Ibn AL Arabi AL Malikk in his work, AL-Quran explains that although in language usury means addition, in the context of the Koran usury is any addition obtained without a valid transaction according to *sharia* as a substitute or counterweight (Ipandang, 2020).

The definition of usury according to some experts as follows, among others, as according to Imam Sarakhi contained in the book AL-Mabsud quoted by Heri Sudarsono identifies usury as an addition that occurs in business transactions without any reward recognized by sharia for the addition. Then AL-Jurjanu in the book Ta'rifat, as quoted by khoeruddin Nasution explains that usury is an excess or addition that is not accompanied by compensation or reward required for one of the parties involved in the transaction (AL Riba Fi AL Shar'i Huafadlun'an iwain Shuritha li ahadil 'aqidaini). Then Imam Ahmad Ibin Hanbal quoted by Ahmad shafi'i Antonio, stated that usury occurs when someone has a debt and is asked whether he will pay off or pay more. If he is unable to pay off, then he must add funds (through interest or loans) for the additional time given (STIT PTI Al-Hilal Sigli Jl Lingkar Keuniree & Pidie, 2020). This is strictly forbidden in Islam and even the smallest excess, including one cent, is considered usury (Bella Triana et al., 2024). Then there is AL Mali quoted by Hendi Suhendi, defining usury as a contract that occurs in the exchange of certain goods whose balance is not known according to the measure of shara', either when making an agreement or when delaying the exchange between the two parties or one of them (STIT PTI Al-Hilal Sigli Jl Lingkar Keuniree & Pidie, 2020).

In general, usury is divided into 2 categories, namely usury of debt and credit and usury of buying and selling. debt and credit are social contracts (tabarru') and business contracts (tijaroh). Both have different orientations. namely the orientation of business contracts (tijaroh) is in the form of material benefits or expected assets. Meanwhile, social contracts (tabaru') are only limited to helping, and do not benefit material or property. There are two forms of usury in debts and credits, namely close stan play and late fees (Tematik et al., 2021). Abu Bakr Al-Jassas and Ibn Qudamah defined usury as the development in the exchange of goods that becomes the benchmark if payment is delayed and the difference in quality of goods (Aidid, 2024). Bank interest is often a topic of debate in the Islamic financial system because it is considered contrary to the principles of sharia (Hardiati & Latifah, 2024).

Debt usury is divided into qadr and janjiliya usury, while the category of usury in buying and selling consists of riba fadl and riba nasiyah. The following are the scholars' opinions on the categories of usury. First, *Riba Fadhl* occurs when similar goods are exchanged for different amounts, such as gold or wheat. Rasulullah SAW said: "Do not sell gold for gold without equal scales and without addition" (HR Bukhari). Secondly, *Riba Nasi'ah* is usury due to delayed payment of debt, such as in credit buying and selling at different prices. The Prophet SAW forbade buying and

selling animals on an overdue basis (narrated by Tirmizi and Ibn Majah). Third, *Riba Qardh* is usury that refers to lending and borrowing or accounts payable that take advantage of the borrower, such as borrowing money with high interest. The Prophet Muhammad SAW said which means that all receivables that attract profit include usury (HR Baihaqi). Fourth, *Riba Yadh* is usury that occurs when one of the parties, both the seller and the buyer, leaves the contract assembly before the handover of goods (Alifah et al., 2023). It can be said that what started out as nothing but something extra has increa (Lumban Gaol et al., 2023).

### C. Discourse on *Riba* and Bank Interest Among Modern Islamic Legal Experts

The word usury etymologically comes from Arabic which means addition, excess, rent, or interest on money. Usury (*riba*) is defined as *ziyadah* or additional costs. Usury is any form of addition in buying and selling transactions or loans that are not legal or contrary to the principles of *muamalah* in Islamic teachings (M. Husni Ingratubun, 2022). In the perspective of sharia, according to the Hanbali school of thought, usury is defined as an addition that occurs on certain types of goods. Meanwhile, the Hanbali school of thought defines usury as an excess obtained without reward in an exchange between two specific types of prices (Amar Adly & Firmansyah, 2020). There are also two views that have developed in relation to the use of interest rates in the conventional banking system, such as those who equate interest rates with the practice of usury and those who think that interest rates are not categorized as usury (Agustin, 2024). In medieval times, it was mentioned that canon law prohibited usury, which generally defined it as a method of repaying a loan that exceeded the original principal amount (Kuswanjono, 2023).

Most scholars agree that usury is forbidden, based on the Qur'an, hadith, and scholarly consensus. Wahbah Zuhaili, quoting Mawardi, asserts that there is no sharia that allows usury. In the Qur'an, surah an-Nisa verse 161 states that usury is prohibited, even for the previous people: "they eat usury even though it has been prohibited from them." This shows that the prohibition of usury is universal. Islam prohibits all transactions that contain elements of usury to protect society from its negative effects. Allah SWT affirms in the Qur'an that He fights the practice of usury because of the socio-economic damage it causes (Kuswanjono, 2023). Although some interest is declared as usurious by law (Rahmawati & Sri Rahayu, 2024). According to the view of NU (Nahdlatul Ulama), bank interest is haram because of its value as a form of debt that creates excessive burdens for borrowers or customers (Asnita et al., 2024). This differs from Quraish Shihab's opinion that bank interest is not considered haram, because the current banking interest system does not contain elements of injustice or oppression between fellow human beings. (Riba et al., 2024).

From the explanation above, it can be interpreted that the opinion of Quraish Shihab about banking in Indonesia is very relevant, given the plural state of Indonesia. Economic activities that cannot be separated from conventional banks. Peace in the economy can be achieved with an equitable distribution of wealth, without oppression between people. Both conventional and Islamic banks have their advantages and risks. If you have no problem with interest and want to profit from deposits, conventional banks can be an option. On the other hand, if you follow Islamic teachings, an Islamic bank is more suitable. Customers are considered partners, so the potential benefits can be greater when the bank makes a profit (Rofiq & Salsabilah, U., 2023).

Many people regard bank interest as normal and legitimate. In modern economic life, Muslims often deal with banking institutions. Daily activities such as using transfer services, taking loans, and saving money often involve bank interest. In these circumstances, fatwas from Islamic scholars and organizations can serve as a guideline to conduct economic activities in line with sharia principles.

The determination of the law regarding bank interest in Islam is included in the *ijtihadiah* category, which requires rational consideration to resolve. In dealing with the modern economy, Muslims are required to understand sharia principles related to usury and bank interest, and try to avoid practices that contradict these principles as far as possible. This shows the flexibility of Islamic law in responding to changing times and the economic needs of Muslims (Alifah et al., 2023). The flexibility of sharia law also allows for changes to modern social and environmental conditions (Tinggi et al., 2024).

At this time banking transactions that cause usury are very normalized. This is due to the difficulty of economic development in Indonesia. The issue of bank interest in modern economic life demands serious attention from Muslims. Although some people consider bank interest as a common and legitimate thing, Islamic law views this issue more carefully, given its relationship with the prohibition of usury.

In this context, fatwas from Islamic scholars and institutions are important as a reference to guide people in interacting with the banking system. Since the legal status of bank interest falls into the area of *ijtihadiah*, it requires in-depth understanding and rational consideration to determine a stance that is in accordance with sharia principles. Therefore, Muslims are required to understand the concept of usury and try to avoid involvement in practices contrary to Islamic values as far as possible. The flexibility of Islamic law in the face of the times is proof that sharia is able to provide relevant solutions to contemporary economic challenges without losing its sense of justice.

#### **D. Ahmad Zahro's Moderate Fiqh View on Bank Interest**

On Ahmad Zahro's content related to bank interest conveys the legal view of bank interest according to the thoughts of Ahmad Zahro in the Indonesian economy.



This study falls into the category of qualitative research in the form of media observation studies with a content analysis approach. YouTube content regarding Ahmad Zahro's thoughts on bank interest is used as primary data in this study, and uses various data relevant to what is being discussed. Furthermore, the data that has been collected will be analyzed to dig deeper into how the principles and system of bank interest itself according to Ahmad Zahro.

In Ahmad Zahro's video on bank interest, he systematically discusses the law of usury (*riba*) in Islam and the negative impact caused by the practice of bank interest. By quoting verses from the Qur'an and Hadith, Ahmad Zahro strengthens his argument that bank interest is not usury with exceptions and does not harm individuals. His clear and straightforward delivery style makes the message easily understood by audiences from various backgrounds. In addition, his interaction with the audience through question and answer sessions showed an openness to discussion and listening to other people's opinions. The positive reaction from the audience, reflected in the number of likes and supportive comments, indicates that his views resonate with people's need to find a fairer alternative in the financial system, such as Islamic banking. As such, the video serves not only as education, but also as an invitation to reflect on existing financial practices and move towards solutions that are in line with Islamic principles. However, according to researchers, bank interest is *Haram*, as said by one of the scholars.

Some scholars say that bank interest is *haram* (Yurianto & Alfath, 2024). One of them as said by Imam Ahmad Ibn Hanbal said that usury is a person who has a debt then told to him whether to pay off or pay more, if he does not pay off he must add funds (in the form of loan interest) for the additional time given (Suradi et al., 2023). Contemporary *mushafirs* have the view that only usury of *jahiliyah* and *nasi'ah* is *haram* while other usury is not. It can be concluded that bank interest which includes usury *nasi'ah* law is *haram*. Yusuf al-qardawi said that any bank interest is a *haram* thing because it includes usury. Because there is an additional element in its implementation (Arafah et al., 2023). Where this is due to differences, changes, or additions (Azahra & Syifa, 2023).

From the opinions of the experts above, it can be concluded that awareness of bank interest is one of the most important things in the Indonesian economy. Therefore, it is necessary to study to determine the law of bank interest. Because most of the Indonesian people still use conventional banks in various economic activities.

Referring to the discussion above, it can be reaffirmed that the legal provisions related to bank interest, which are emphasized in the youtube content of Ahmad Zahro in the view of Islamic law can be said to contain societal values where many Indonesians still use the conventional bank system. However, it must also see how Islam views bank interest whether it is usury or not. There are also those who

say that bank interest is usury so it is punished as haram as in the studies of Eni Latifah, Rudi Abdullah, Dira Vica Kirana, Khairunisa, Nurul Maulida, Sayyid Thanthawi, According to Fazlur Rahman, which reinforces the views of Imam Ahmad Ibn Hanbal, concluding that there is an opinion about bank interest that has different laws depending on its use and is not equated with usury.

## E. Conclusion

Based on this research, Ahmad Zahro's view on bank interest is conditional. First, bank interest is considered usury depending on the context of its use, for example in the form of saving or lending. Second, the difference in terms and systems of conventional and sharia which in conventional is called bank interest and in sharia is called profit sharing. Third, the majority of Indonesian people still use conventional banks, so the flexibility of Islamic law in responding to the times is very important. According to him, saving in a bank does not contain elements of usury, while additional loans (especially those that are burdensome and multiply) are only included in usury as prohibited in the Qur'an. Therefore, he considers bank interest to be basically permissible or legitimate, as long as it does not contain elements of injustice or oppression.

This study contributes to emphasizing the importance of inclusive dialogue between scholars, the community, and financial institutions to deepen understanding of the issue of bank interest. Object limitations: this study uses a qualitative approach with analytical methods, but does not involve empirical case observations related to the implementation of Ahmad Zahro's views on bank interest laws. Therefore, further research is important.

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