

HARAM STATEMENT ON DIGITAL WALLET DISCOUNTS A CRITICAL APPROACH

Widyarini¹, Lady Avisha²

UIN Sunan Kalijaga^{1,2}

widyarini@uin-suka.ac.id, ladyavisha22@gmail.com

Abstract

Smartphone and tech-savvy users, have a tendency to choose digital wallets instead of physical wallets. In addition to being practical, digital wallets offer many advantages such as: discounts, free shipping, cashback, so that users can shop more efficiently. The MUI fatwa on the use of the digital wallet discount law does not yet exist, so various opinions have emerged on its halal law. This research is a qualitative library research, using primary data taken from several ustads' web or social media. with the aim of revealing about the halalness of digital wallets and the provision of discounts on digital wallets, so that users do not hesitate in using digital wallets. The results showed that the law of digital wallet discounts is halal, so the haram statement of the digital wallet discount law is not true. The contract on a digital wallet is wadiah yad dhamanah contract, not a qard contract. Discounts on digital wallets are in accordance with the provisions of Islamic law and are in line with maqasid shari'ah. Discounts on digital wallets are not a benefit of qardh but 'athaya.

Keywords: Digital Wallets, Digital Wallet Discounts, Haram Statements

1. INTRODUCTION

The community culture of cash transaction has begun to shift to non-cash, since the launch of the National Non-Cash Movement (GNNT) by Bank Indonesia (2014). This shift is also supported by the issuance of Bank Indonesia Regulation number 18/17/PBI/2016 concerning electronic money. One of its applications is the emergence of digital wallets.

Digital wallets have many advantages that can make it easier for users, because they are practical, fast, efficient, safe and secure. Digital wallets are also global and internet-based, so they can be accessed anytime and anywhere. The COVID-19 pandemic has encouraged an increase in use with digital wallets, because transactions can be carried out without physical contact, so as to avoid transmission of the virus.

The most digital wallet users in Indonesia at the beginning of 2021 were ShopeePay. ShopeePay transaction value is 33%, OVO is 24%, GoPay 19%, DANA is 18%, and LinkAja is 6%. The most frequently used digital wallet is ShopeePay, as many as 35% of respondents, followed by OVO as much as 27%, GoPay 20%, DANA 14%, and LinkAja 5% of respondents. As many as 42% of respondents stated that ShopeePay is the digital wallet that offers the most promotions (Burhan, 2021).

Various kinds of digital wallets carry out promotions continuously to get as many users as possible. One of the promotions offered is the provision of discounts or discounts to users. With the discount offer, it is hoped that users will be more interested in using digital wallets. Digital wallet users, especially Muslims, are disturbed by the opinions of ustads or da'i who say that digital wallet discounts are *haram*. On the basis of this statement, this paper

will discuss the accuracy of the digital wallet discount law using financial and Islamic law. This research aim is let the digital wallet users know the basic study of financial theory and Islamic law appropriately. Thus, it is expected that users of digital wallets will no longer hesitate to use them.

The legal prohibition of digital wallet discounts is stated by Ahmad Zainuddin, Lc. (AZ, 2020), Ammi Nur Baits, S.T., B.A. (ANB, 2020), Andy Fahmi Halim, Lc. (AFH, 2020), M.H., Dr. Erwandi Tarmizi, MA. (ET, 2017), Dr. Firanda Andirja Abidin, Lc., M.A. (FAA, 2018), Muhammad Abduh Tuasikal, S.T., M.Sc. (MAT, 2017), Dr. Muhammad Arifin Badri, Lc. MA. (MAB, 2019), Muhammad Umar As Sewed (MU, 2019), KH. M. Shiddiq Al Jawi, S.Si, MSI. (MSJ, 2020), and Dr. Sofyan Baswedan, Lc (SB, 2019). One of the reasons for the emergence of *haram* statements is their view of the digital wallet top-up process which is equated with accounts receivable. When the user tops up, it is considered a form of giving debt to the issuer of the digital wallet. Thus, the discount that the issuer gives to the user during his legal transact is *riba*, due to the additional presence of receivable debts. They use the postulate **كل قرض جر منفعة فهو ربا**.

DSN MUI has issued a fatwa on sharia electronic money, fatwa No.116/DSN-MUI/IX/2017. But in particular, there is no DSN MUI fatwa that discusses the law of digital wallet discounts. Thus, it is possible for religious leaders to say that the discount on e-wallets is *haram* or halal. Digital wallet discounts are a new thing in the development of electronic transactions in Indonesia. Therefore, the legal certainty of digital wallet discounts, needs clarity.

Digital wallet according to Bank Indonesia Regulation number 18/40/PBI/2016 Article 1 Paragraph 7, is an electronic service for storing data on payment instruments, including payment instruments using cards and/or electronic money, which can also accommodate funds, to make payments (BI, 2016). A digital wallet can only be used for transactions if there is a balance. Replenishment of digital money balance on a digital wallet is called a top up. Top up can be done through ATMs, internet banking, SMS banking and merchants that have collaborated with digital wallet issuers.

The definition of *Qardh* Contract in several sources is as follows:

- a. Handing over the money to others to take advantage of, and then asking for a replacement for the amount of money (Nawawi, 2012).
- b. Handing over property to another person without expecting compensation, to be returned with the same substitute and can be taken back at any time as per the will of the one who handed over (Hasan, 2018).
- c. Money received from other parties by agreement with the obligation to return (Huda, 2012).

From some of the above definitions of *qardh*, it can be concluded that *Qardh* is an agreement between two parties, the first party gives money or goods to the second party to be utilized provided that the money or goods must be returned as received from the first party.

The law of *Qardh* follows the law of *taklif*, depending on how it is practiced, sometimes *makruh*, obligatory, and sometimes *haram*. People owe debts for very urgent needs and those who are owed more, the law is obliged to give debts. Whereas people who owe debts are not because of urgent needs, the law is a disaster. Giving debt for the negative interests of his law becomes *haram*.

There are two definitions of *Wadi'ah* Contract put forward by fiqh experts. First, the definition put forward by hanafiyah scholars, *Wadi'ah* is to include others in maintaining property, either by clear expression, through action, or through conditions (Hummam, 2001). Second, the definition put forward by shafi'iyah scholars, *Wadi'ah* is a covenant that requires the maintenance of something that is entrusted (Zuhri, 1993).

In general, *Wadi'ah* is a pure entrustment of a custodian who has goods to the recipient of the entrustment or storage that is entrusted with trust, both individuals and legal entities. The goods deposited must be maintained safe and intact and returned at any time the custodian wants (Ascarya, 2002). *Wadi'ah* can be interpreted as the granting of power by the custodian to the person who guards his property without compensation. So the *Wadi'ah* contract is an agreement to entrust property to other parties to be maintained (Ridwan, 2004).

The Fiqh ulamas state that *Wadi'ah* is mandated and the law of accepting it is sunah (Rozalinda, 2016). There are two types of *Wadi'ah* contract, *Wadi'ah yad amanah* and *Wadi'ah yad dhamanah*.

- a. *Wadi'ah yad amanah*, that is, the party who receives the entrustment must not use and utilize the money or goods deposited, the recipient of the entrustment is not responsible for the risks that occur in the goods deposited.
- b. *Wadi'ah yad dhamanah*, that is, entrusted goods can be used or utilized by the trustee, the recipient of the entrustment is responsible for the risks that occur in the goods deposited. All benefits and profits obtained in the use of such goods become the right of the recipient of the entrustment (Usanti and Somad, 2013).

The trustee may provide 'athaya (عطايا). 'athaya is non-binding nature, the magnitude of 'athaya depends on the beneficiary and should not be promised at the time of the contract (MUI, 2002).

The rule of fiqh is a general provision that can be applied in a case that is the scope so that the case can be known for its legal status. The rules of fiqh can be used as the basis for the development of science and technology, as well as the emergence of new model transactions that require their completion from the side of Islamic law.

Yusuf al-Qardawi (2014) formulated the 7 rules of fiqh muamalah, 3 of them are as follows.

1. الأصل في المعاملة الإباحة إلا أن يدل دليل على تحريرها

The fiqh ulama agreed that the law of origin in muamalah transactions such as buying and selling, renting, liens, cooperation, custody and grants is permissible, unless there is a nash that prohibits it. Thus, it cannot be said that a transaction is prohibited, as long as no nash is found that shari'ah forbids it. Except those that are expressly forbidden, such as causing emergency, uncertainty, fraud, gambling and riba.

2. التحفيظ والتيسير لا تشديد والتعسیر

This rule shows that everything can be lightened and made easier instead of being toughened or complicated. Therefore, in a case to take the law with a more mitigating and easier, because in fact Islamic law provides leeway or leniency when one encounters difficulties and narrowness.

3. مراعاة الأدلة والأعراف في مالا يخالف الشريعة

This rule explains that the traditions and customs carried out by the community as long as they do not violate Shari'a are justified. The rules of Fiqh are essentially the rules of Islamic law

that have been formulated in a brief and concise juristic formulation by the fuqaha (Anwar, 2019).

Maqashid Shariah is the purpose of Islamic law, basically to realize benefit and avoid all forms of damage (Jauhar, 2010). *Maqashid Shariah* aims to realize the benefit of man in the world and the hereafter there is no law of God that has no purpose. The statement asserts that benefit is the goal or result achieved by *Maqashid Shariah*.

The benefits that are the purpose of Shari'a include in five things, namely maintaining religion, nurturing the soul, maintaining reason, maintaining family and maintaining property. Every thing that contains the care of these five things is called mashlah}ah and every thing that makes the loss of the five things is called mafsadah (Al-Buti, 1992).

The *haram* statement on digital wallet discounts is stated by figures with various professions, namely: ustads, religious leaders, Islamic boarding school caregivers, lecturers, and even Islamic economy experts. Here is the statement of these figures:

1. Ahmad Zainuddin bin Kaspul Anwar Al Banjary (AZ.)

AZ is an alumnus of the Faculty of Hadith, Islamic University of Madinah Saudi Arabia, author of books, as well as the supervisor of the Batola Science Diamond Islamic Boarding School and the Bakkah Martapura Islamic Boarding School in South Kalimantan, Senior High School Plus Liwaul Furqon Bogor and the sunnah proselytizing site.

AZ's statement on the *riba* digital wallet discount law is located at:

- a. Short Talk YouTube channel with the title Digital Wallet Discount Law (Ovo, GoPay, etc.)
- The Latest Ustads Ahmad Zainuddin Al Banjary (2020).
- b. Fissilmi Kaffah's YouTube channel, the title is The Law of Discounts, Cashback on GoPay Ovo Digital Wallet etc. (Ahmad Zainuddin Al Banjary 2020).

The reason for *haram* is, the money in the digital wallet (top up), is used by the digital wallet issuer on behalf of the issuer. The proof is that the issuer puts the money in the bank in the name of the issuer, not in the name of the user. The user is not saving on a digital wallet, but giving a debt to the issuer of the digital wallet. When the publisher gives a discount to the user, it means that there is a benefit that the user receives, then the law is *riba*.

2. Ammi Nur Baits (ANB.)

ANB is an alumnus of Medina International University (MEDIU) majoring in Fiqh and ushul Fiqh. ANB is the supervisor of the consultation site syariah.com and entrepreneurs muslim.com, KPMI (Indonesian Muslim Entrepreneurs Community), DPP APSI (Central Leadership Council of the Indonesian Sharia Property Association), anti-riba community IBR (Indonesia Bersih Riba). Active as a resource person for several muamalah workshops and is the founder and principal of SDIT Madina Islamic Primary School and teaches several routine studies in Yogyakarta and its surroundings.

ANB states that the digital wallet discount law is *haram*, with the assumption that the more appropriate contract on GoPay is the Qardhcontract, because GoJek issuers take advantage of the user's balance. If you give a discount, then the law is *haram*, because it is a benefit obtained from the existence of debt. These statements found in book (Baits, 2020), and YouTube (2019, 2020).

3. Andy Fahmi Halim (AFH)

AFH is a lecturer at STAI (college of religious sciences) Ali Bin Abi Talib Surabaya and *mudir* at Ma'had Al Ihsan Surabaya. He has taught at High School in Kediri, at Ma'had Ali Al-Irsyad Surabaya, at LIPIA (Institute of Islamic and Arabic Sciences) Jakarta, and at Imam Muhammad ibn Saud Islamic University. AFH's statement on the digital wallet discount law is *riba* because the top-up process is debts. This statement is contained in *YouTube channel* (2020), and Podcast (2020).

4. Erwandi Tarmizi (ET.)

ET is an expert in contemporary muamalah Fiqh is a lecturer at STEI Tazkia Bogor. Active as a contemporary Fiqh muamalah speaker on Rodja radio and Rodja TV. S2 and S3 majoring in Ushul Fiqh, Faculty of Sharia at Al Imam Muhammad bin Saud Islamic University Riyadh Saudi Arabia, in 2001-2005. ET's claim that the law of digital wallets discount is *haram* because of top-up process equals to users giving debt to GoPay issuers. These statements are stated in books (Tarmizi, 2019), Website (2020), and YouTube (2017, 2019, 2020).

5. Firanda Andirja Abidin (FAA.)

FAA took his bachelor degree at the Faculty of Hadith, then Master and doctoral program at the Faculty of Da'wah and Ushuluddin majoring in Aqedah. The FAA's statement on the law of digital wallets discounts is based on the relationship between the user and the issuer is debt, uploaded on the YouTube (2018, 2019).

6. Muhammad Abduh Tuasikal (MAT)

MAT is a teacher of Pondok Pesantren Darush Sholihin, Panggang, Gunungkidul, DIY. Actively write in Rumaysho.Com, Ruqoyyah.Com and RemajaIslam.Com. He has 67 written works in the form of books, both printed and e-books. He earned bachelor degree in UGM majoring in chemical engineering. Master of Polymer Engineering (Chemical Engineering) at King Saud University Riyadh Saudi Arabia. MAT's statement on the law of digital wallet discounts is *haram* may be found in YouTube (2017, 2020).

7. Muhammad Arifin Badri (MAB)

MAB took his bachelor, master and doctoral degree from sharia faculty of the Islamic University of Medina Saudi Arabia. He has several book works, including the Awakening of Abu Jahal's Understanding, the Nature of the Prophet's Business, Riba and a Critical Review of Shari'a Banking, etc. MAB's statement on the digital wallet discount law is *haram* on the YouTube channel (2019, 2021).

8. Muhammad Umar As Sawed (MUS)

MUS is a *mudir* in Ma'had Dhiya'us Sunnah Cirebon, Advisor to Asy Shari'ah magazine, supervisor of Radio Rasyid and Radio Adh Dhiya 107.7 FM Cirebon. MUS's statement on the law of discounting digital wallets is *riba* can be found at *YouTube channel* (2019).

9. Shiddiq Al Jawi (SAJ.)

SAJ is a lecturer at STEI (Islamic college of economics) Hamfara Yogyakarta and *Mudir* at Ma'had STEI Hamfara Yogyakarta. He earned his bachelor degree from Faculty of

Mathematics and Natural Sciences at IPB, Master of Islamic Studies at UII, and doctoral at Islamic Studies Program UIN Sunan Ampel Surabaya. He has served as a member of the DIY Provincial MUI. SAJ's opinion on the law of digital wallet discounts is *haram* in YouTube *channel* (2020, 2021).

10. Sofyan Fuad Baswedan (SFB)

SFB is a lecturer, ustadz and expert staff of PT Pioneer Pendidikan Indonesia. He earned his bachelor and doctoral degree from Faculty of Hadith and Islamic Dirosah at the Islamic University of Medina. The statement on the law of digital wallet discounts is *haram* contained in YouTube *channel* (2019).

Based on the above explanation, it can be drawn the similarity of reasons for digital wallet discounts by some ustadz, is the top up process is considered as *Qardh* transaction so that the discount becomes *haram*.

2. METHODOLOGY

This study uses a qualitative analytical approach that is verification by bringing together the statements of the fatwa givers with financial theories and *Maqashid Shariah*. The analysis begins with the opinion of the fatwa giver, the reasons given are then followed by an analysis of the reasons.

3. RESULT AND DISCUSSION

a. *Akad* / Contract

The opinion that the top up process uses a *Qardh* contract is not quite right. *Qardh* is a debt on one side and a receivable on the other, and the debtor promises to pay at some conditions. In the case of a person in debt to another person, then an active person is a person who needs funds or a person who wants to owe. The person who owes the debt will go to the owner of the funds to ask for debt. It never happens that a person who owns property offers to give receivables to others. In the case of e-wallet top-ups, the owner of the money or the user who is actively doing everything, so it is impossible for this transaction to use the *Qardh* contract. Users actively download the e-wallet application, register and top up the balance, so that it can be used to make transactions.

The top up process is a process of filling up a wallet so that the wallet can be used for shopping, payment, transfer to another account, etc. Users cannot make transactions if the digital wallet is empty. A digital wallet basically has the same function as a physical wallet, which is just a container for storing money. The consequence is that only as a container, it cannot be used as a means of payment. The thing that has a real function as a means of payment is the money in the wallet itself, so that if there is no money in it, it will not be able to be used as a means of payment. Top up is the activity of replenishing the balance of a digital wallet from physical money into a digital form with the same nominal. This activity is the same as the activity of filling a physical wallet that is commonly used. The difference between a regular wallet and an electronic wallet is the holder of the wallet. An ordinary wallet is held entirely by the owner, so that at the time when its contents will be used then the owner can just take it. As for digital wallets, the wallet holder is the organizer of the platform, while the owner only holds the key. When the owner wants to use or retrieve the contents of the wallet, then he can just use the key

to open the wallet. Digital keys are found in the smart cellphone held by the owner, so the control of the wallet and its contents is still completely under the control of the owner.

The process of topping up a digital wallet is actually the same as the process of saving at a bank or depositing money in a current account. After the money enters the savings account or current account, the account owner can use it for any transaction as desired. Similarly, the media used to do the transaction is money. Account owners can use ATM cards (debit cards) that are swiped on the EDC machine, pay using the QRIS (Quick Response Code Indonesian Standard) facility that can be activated on a smartphone, transfer to another account using m-banking or e-banking facilities using a smartphone, and so on.

There are two contracts used by Islamic banks for savings and or checking accounts, namely *Wadi'ah* and *mudharabah*. The *Wadi'ah* contract applied to Islamic banks is *Wadi'ah yad dhamanah*. The *Wadi'ah yad dhamanah* contract is basically an entrustment contract that gives freedom to the entrusted to mix goods with other goods. Meanwhile, *mudharabah* for savings that promise profit sharing with a certain ratio. The main similarity between savings in Islamic banks and digital wallets is that they can be operated using smartphones and both use *Wadi'ah yad dhamanah* contracts.

In the case of electronic wallet top-ups, the user has no intention at all to pay attention to the issuer. The user's intention is to entrust money to a digital wallet to be stored with the aim of making it easier when making transactions. Digital wallet top-up is more appropriate if it is assumed to use a *Wadi'ah* contract, not a *Qardh* contract, because when top up, users actually only entrust their money to the digital wallet application. Digital wallets are only as a medium or instrument for storing money, which is a form of payment innovation from the impact of technological advances, so this top-up process cannot be confused as *qardh*.

Digital wallets are platforms that provide payment facilities more easily due to advances in the fintech sector. Just like an ATM card in the case of savings that only serves as a place to store money, with its different medium. When compared to online loans, which require the presence of interest when returning money, then it is legally said to be *riba*. Unlike the use of digital wallets which are only as instruments or media to make transactions, there is no interest or *riba* in them.

Jumbur ulama agree that the basic law in muamalah transactions is allowed, unless there is a nash that prohibits it (Usman, 1993). Thus, everything about muamalah and other habits that man needs in his life including discounts on digital wallets is allowed by sharia. Shari'a only forbids habits that contain damage. This rule is based on Al Qur'an suroh Yunus verse 59 and suroh An-Nahl verse 116:

فَلَأْرِيْتَ مَا أَنْزَلَ اللَّهُ لَكُمْ مِنْ رِزْقٍ فَجَعَلْتُمْ مِنْهُ حِرَاماً وَحَلَالاً فَلَمْ أَذِنْ لَكُمْ أَمْ عَلَى اللَّهِ تَقْرِبُونَ
وَلَا تَقُولُوا لَمَا تَصْنَعُمُ الْكَذْبُ هَذَا حَلَالٌ وَهَذَا حَرَامٌ لَتَقْرِبُوا عَلَى اللَّهِ الْكَذْبُ إِنَّ الَّذِينَ يَقْرِبُونَ عَلَى اللَّهِ
الْكَذْبُ لَا يُفْلِحُونَ

These two verses above indicate that God gives freedom in the activities of the muamalah. This means that sharia is very flexible in regulating economic problems, so that it is able to accommodate various innovations in contemporary muamalah transactions that continue to develop according to the needs of mankind.

By using the assumption of the *Wadi'ah* contract on the digital wallet, the user as *wadi'* and the publisher as *muwadi'*. The money in the top up is *muwada'*, *ijab* and *qabul* are when the top up occurs, the user entrusts the money to the issuer and the publisher receives the

entrustment, until the user takes it back. In this case, digital wallets are in accordance with the pillars of *wadi'ah*.

Discounts or other benefits that occur in digital wallets can be interpreted as gifts given by *muwadi'* to *wadi'* which are indeed allowed as long as they are not promised. In practice, the discounts that occur on digital wallets are not thoroughly and evenly distributed. Discounts are given at certain random times, so as not to violate the provisions of the DSN MUI Fatwa on *wadi'ah*.

b. In the terms of the *Wadi'ah yad dhamanah* contract, the recipient of the entrustment is allowed to use and manage the entrusted property.

The statement that the money in the digital wallet is deposited into central bank and on behalf of the issuer, as a reason of the *Qardh* contract in e-wallet is incorrect, because the money or funds status still remains the user's property not the issuers. The user is still plenipotentiary over the money. Users can take and use the money whenever the user wants. The publisher only keeps the money deposited by the user and returns it when it is taken back by the user. This activity is part of the *Wadi'ah yad dhamanah* fund management activities. It is therefore perfectly fine, if the issuer deposits or invests the money. The *Wadi'ah* which the jurists have characterized with *yad amanah* (pure entrustment without compensation) has been developed in the form of *yad dhamanah* (with the risk of compensation). Therefore, all risks of user money in the digital wallet are fully e-wallet issuer responsibility. The consequence is that if the money is managed by the publisher and makes a profit, then the entire profit belongs to the publisher. In addition, the publisher of his own accord, without any prior agreement with the user, may provide bonuses in the form of discounts to users.

The existing mandate of Islamic banks requires that the bank as the recipient of the entrustment is obliged to maintain and maintain the entrusted goods, must not be damaged or reduced in quantity, and must return it at the time desired by the entrusted. Even more than maintaining the security and integrity of the goods, the bank can also give bonuses or **عيطات** (gifts) to the entrusted, because the bank has benefited from using the entrusted goods, either as business capital or other benefits.

c. Discounts on digital wallets are not the benefit of the *Qardh* contract but 'athaya of the *Wadi'ah yad dhamanah* contract

The contract used in digital wallets is *Wadi'ah yad dhamanah* not *qardh*. So the existence of discounts on digital wallets has nothing to do with *qardh*. It cannot be justified if the discount on a digital wallet is considered a benefit of *qardh*, because the discount is '*ataya*' of the *Wadi'ah yad dhamanah* contract and the law is halal.

In the fatwa of DSN MUI No: 01 / DSN-MUI / IV / 2000 concerning current accounts and No: 02 / DSN-MUI / IV / 2000 concerning savings, it is stated that customer money is entrusted, can be taken at any time and there is no required reward, except in the form of a voluntary gift ('*athaya*) from the bank. The non-requirement of giving, according to some scholars, is not *riba*, but rather a grant. The fatwa showed that '*athaya* given by the trustee to the entruster was justified by the DSN MUI.

According to DSN MUI fatwa No: 86/DSN-MUI/XII/2012 concerning prizes in raising funds of Islamic financial institutions, the provision of legal gifts can be provided that they are not promised and do not lead to the practice of covert *riba*. Similarly, the law of digital wallets

discounts which is a gift or '*athaya*' from the issuer to the user of the digital wallet is legally a disaster. The ability to give this gift is in accordance with the Verse of the Qur'an which reads (An-Naml (27): 36-37):

فَلَمَّا جَاءَ سَلِيمَانَ قَالَ أَتَمْدُونَ بِمَالٍ فَمَا أَتَانِيَ اللَّهُ خَيْرٌ مَا أَتَاكُمْ بَلْ أَنْتُمْ بِهِ يُتَكَبَّرُونَ
أَرْجِعُ إِلَيْهِمْ فَلَنَأْتِنَّهُمْ بِجُنُودٍ لَا قَبْلَ لَهُمْ بَهَا وَلَنُخْرِجَنَّهُمْ مِنْهَا أَذْلَهُ وَهُمْ صَاغِرُونَ

Based on these verses, what is not allowed is to receive a gift from someone who has bad intentions, such as intending to bribe.

The gift from the publisher to the user in the form of a discount on the digital wallet is a form of gratitude from the publisher to the user, because the user has entrusted the money to the publisher, so that the publisher can manage it and make a profit. So, the reward is part of the money management results as long as the money has not been used by the user. In this case, neither the user nor the publisher is harmed, even equally benefited and carried out on the basis of willingness. So, the discount given by the issuer to the users of the digital wallet is not a benefit of *qardh*. The discount on digital wallets is as '*athaya* from the *Wadi'ah yad dhamanah* contract.

Discounts on digital wallets are in line with *Maqashid Shariah* which is basically to realize benefits and avoid all forms of damage. Islam does not prohibit forms of technology as long as it does not conflict with sharia. Even the Quran mentions that man is the caliph on the face of the earth and Allah puts this position of nature to be used by man with his good efforts.

Digital wallets have many benefits that can be felt by the wider community. Likewise, discounts on digital wallets also bring benefits to the public. The issuance of digital wallets aims to make it easier for people to make transactions. This proves that the use of digital wallets can minimize and even eliminate the confusion that occurs due to the use of cash. Digital wallets bring benefits to humans. In accordance with *Maqashid Shariah*, which is to realize benefits and avoid all forms of damage.

Discounts on digital wallets are avoided from things that are forbidden in Islam, both in terms of substance and in terms of how to obtain them. Discounts on digital wallets do not constitute *riba* transactions, gambling (*maysir*), fraud (*tadlib*), unclear elements (*gharar*), and coercion (*ikrah*). Discounts on digital wallets are a voluntary gift from the issuer to the user. So for users, it is not appropriate to refuse the discount. Abdullah (1994) revealed: You should not offend a Muslim by refusing a gift from him, when you know that something that reaches you is actually from Allah Almighty, and indeed the person who conveys it to you is only a controlled and coerced intermediary (by Allah Almighty).

4. CONCLUSION

The Haram statement of the digital wallet discount law is not true, because the digital wallet discount law is *halal* and is in accordance with Islamic law and is in line with *Maqashid Shariah*. The contract on a digital wallet is not a *Qardh* contract but a *Wadi'ah yad dhamanah* contract. Discounts on digital wallets are not a benefit of *Qardh* but '*athaya* of the *Wadi'ah yad dhamanah* agreement.

The suggestions given in this study are:

- a. For those who state that the law of digital wallets discount is *haram*, it would be nice to examine more deeply and it is not easy to declare *Haram*.

- b. For digital wallet users, so that it is not easy to follow opinions that are easy to expect for a new thing, which has no law yet, but brings benefits.
- c. For digital wallet issuers, in terms and conditions points that must be agreed by the user, in order to include conditions related to the status of the money topped up by the user. So as not to create loopholes to speculate on the top up law.

Reseach Limitation and Future Studies

This research only evaluates with two scientific bases, namely finance and *Maqashid Shariah*. This research needs to be continued by using other scientific bases in a multi-disciplinary manner, so that the community can behave correctly.

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