

**REVIEWING OF ISLAMIC LAW ON THE PRACTICE OF LENDING MONEY
THROUGH MOBILE BANKS**

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Abstract

Borrowing money through Mobile Bank in people's lives is still common. This is because the needs are getting more urgent but the producers are not directly proportional to the income. For some people who are in a race between needs and income, borrowing money from a mobile bank is one solution, because the mobile bank offers an easy disbursement system. Therefore, this study reveals the Islamic view of the practice of lending money through mobile banks through a qualitative approach.

Keywords: *Mobile Bank, Borrowed, Islamic Law.*

INTRODUCTION

In this life, not all humans can fulfill their needs alone. Surely between one and another will need each other because humans are social creatures. As a social creature, people need to interact with other humans. This relationship will also continue in terms of fulfilling necessary that relied on budget. Everyone's way is different in fulfilling their life's needs, it is because everyone has different condition on budget. Those who are stable on the financial could fulfill their necessary without considering to borrow into personal or company. Therefore, borrowing for those who are in low financial would be solution in order to survive life. As now borrowed to personal is found difficult, borrowed into mobile bank called *Bank Keliling* offered an ease, regardless of the good or bad impact it causes.

Borrowing is an activity in which a person gives the benefit of an object or property to another person on the condition that the borrower must return the borrowed goods or property at a later time, borrowing or debts are already familiar among the community and often occur with different models. Borrowing or debts are already common place among the community and become a basic need in *muamalah*. Regarding with that, it is found that some persons are often borrowed money into cooperation in Ciherang Village, Karangtengah, Cianjur Regency.

Debts in Islamic jurisprudence are called *qardlu*. Etymologically (language), *qardlu* means a debt loan (*muqradl*) or it can also mean giving a debt loan (*iqradl*). In terminology (term) *qardlu* is giving ownership (*tamlik*) of a property (*mal*) with a system of returning its replacement without any additional elements. The issue of debts regulated in *fiqh* gave rise to various thoughts, especially when the debts were related to additional issues of the principal debt, the concept came to be known as "interest".

The phenomenon (symptoms) of being in debt to mobile banks in Ciherang Village, Karangtengah District, Cianjur Regency is considered very worrying and must immediately get education or enlightenment about the existence of Islamic financial institutions that provide interest-free financing known as *qardul hasan*.

Qardul Hasan is a loan agreement from a bank (*muqridl*) to a certain party (*muqtaridl*) which must be returned with the same amount according to the loan. *Muqridl* can ask for collateral for loans from *muqtaridl*. Loan repayments can be made in installments or all at once. In classical *fiqh* literature, *qardlu* is categorized in *tathawwui aqd* or mutual assistance contracts and not commercial transactions.

LITERATURE REVIEW

A. Islamic Law

1. Understanding Islamic Law

The term Islamic law is a translation of Islamic law in Western literature. The word Islamic law is often used by Western writers (especially orientalist) in their works. An example of their famous books is Islamic Law in Modern World (1959) by J.N.D. Anderson, An Introduction to Islamic Law (1964) by Joseph Schacht, and A History of Islamic Law (1964) by N.J. Coulson. Islamic jurists who wrote in English also used the term in their writings. The word Islamic law is often used to designate the Arabic term Islamic jurisprudence. Ahmad Hasan uses the term Islamic law for fiqh in his works such as in the books The Early Development of Islamic Jurisprudence (1970) and The Principles of Islam.

This term later became popular. To provide clarity on the meaning of Islamic law, it is necessary to first know the meaning of each word. The term Islamic law is formed from two basic words, namely law and Islam. In the Big Indonesian Dictionary the word law is defined by 1) regulations or customs that are officially considered binding, which are confirmed by the authorities or the government; 2) laws, regulations and so on to regulate the social life of the community; 3) standards, (rules, provisions) regarding certain events (nature and so on); 4) decisions (considerations) made by judges (in court); verdict. In simple terms, law can be interpreted as an ideal and a value, challenging norms and rules to organize and answer community problems so that it represents justice. In its form, there are written laws such as laws and there are unwritten laws such as customary law and Islamic law. The second word is Islam. Etymologically, the word Islam comes from the word salima which means safe. From that word formed aslama which means surrender or submit and obey. As the word of Allah SWT in Surah Al-Baqarah verse 112 which reads:

بَلَىٰ مَنْ أَسْلَمَ وَجْهَهُ لِلَّهِ وَهُوَ مُحْسِنٌ فَلَهُ أَجْرُهُ عِنْدَ رَبِّهِ وَلَا خَوْفٌ عَلَيْهِمْ وَلَا هُمْ يَحْزَنُونَ
١١٢

From the word aslama, the word Islam was formed. Its adherents are called Muslims. People who embrace Islam means surrendering themselves to Allah SWT and ready for His teachings. In terminology (terms, meaning) it can be said that Islam is a religion of revelation with the core of monotheism or the oneness of God revealed by Allah SWT to the Prophet Muhammad SAW as His last messenger and applies to all mankind, wherever and whenever, whose teachings cover all aspects of human life. Revelation revealed by

Allah SWT to His Messenger to be conveyed to all mankind throughout the ages. A system of beliefs and provisions that regulate all human life and livelihoods in various good relationships with God, fellow human beings and other nature. So it can be concluded that Islamic law is law that comes from Islam. That is the law revealed by Allah for the benefit of His servants in this world and the hereafter.

The word "revealed by Allah" in the above definition shows that Islamic law is the creation of Allah, not human creation. This is because the one who has the right and authority to make laws is Allah. Allah has the prerogative right to make and create laws, which include, among other things, justifying one thing and forbidding another.

2. Sources of Islamic Law

Source according to the Big Indonesian Dictionary is defined in two senses, namely the place of exit (water or liquid), springs and origin (in various meanings). The source of Islamic law is the origin of the place where Islamic law is taken. In the Islamic law literature, the sources of Islamic law are often interpreted as the postulate of Islamic law or the subject of Islamic law or the basis of Islamic law. The term *dalil* is more often used in Islamic literature. Theorem according to language means a guide to something, both hissiy (concrete) and meaningful (abstract), whether it is a guide to good or bad. The definition of the argument according to the provisions of *ushul fiqh* experts is:

مَا يَتَوَاصَلُ بِصَحِيحِ النَّظَرِ فِيهِ إِلَى حُكْمٍ شَرْعِيٍّ عَمَلِيٍّ

Based on this understanding, the proposition is that which shows something, so that something can be known. According to Abdūl Wahhab Khallaf, among the arguments agreed upon by the majority of scholars as sources of Islamic law are:

1. Al-Quran
2. As-Sunnah
3. Al-Ijma'
4. Al-Qiyas

The use of the four arguments as above is based on the word of Allah SWT in the letter An-Nisa 'verse 59 which reads:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَطِيعُوا اللَّهَ وَأَطِيعُوا الرَّسُولَ وَأُولِي الْأَمْرِ مِنْكُمْ فَإِنْ تَنَازَعْتُمْ فِي شَيْءٍ فَرُدُّوهُ إِلَى اللَّهِ وَالرَّسُولِ إِنْ كُنْتُمْ تُؤْمِنُونَ بِاللَّهِ وَالْيَوْمِ الْآخِرِ ذَلِكَ خَيْرٌ وَأَحْسَنُ تَأْوِيلًا ٥٩

According to Mahmud Shaltut, there are three 'syar'i arguments:

1. Al-Qur'an

Al-Qur'an is a holy book that contains revelations (words) of Allah, God Almighty, which was conveyed through the angel Jibil to Prophet Muhammad SAW as His Messenger for 22 years 2 months and 22 days. Initially revealed in Mecca and then in Medina, some of

the laws of the ancient people are also recognized by the Qur'an as laws that must also be used as guidelines by mankind today.

The Qur'an always exists and is preserved in the heart of Muhammad SAW, until it is transformed into the hearts of Muslims from one generation to the next. The Qur'an is also preserved in the heart of every Muslim. The preservation of the Qur'an in the form of manuscripts is spread throughout the world. Allah describes how the Qur'an as a holy book should be used as a guide. Allah says in Surah Hud verse 1 which reads:

الرَّاكِبِ كِتَابٍ اَحْكَمْتُ اِيْنَهُ ثُمَّ فَصَّلْتُ مِنْ لَدُنْ حَكِيْمٍ خَبِيْرًا ۝۱

Al-Quran which consists of 6,666 verses, 114 letters, and is divided into 30 chapters.

There are several features of the Qur'an which are detailed by Yusuf Qaradlawi, including the following:

a. Miracles and Evidence of Truth

The Qur'an is different from other heavenly books. The Qur'an is used as a miracle and proof of the greatest prophethood for the Prophet Muhammad SAW. Muhammad's treatise is a prophetic closing treatise. After Muhammad's message there will be no more prophetic treatises, because Muhammad's message has the advantage of being rahmatan lil-'aalamiin (grace to all nature) until the Day of Resurrection. Muhammad's message is a universal message for all mankind. Even Muhammad's message is a treatise that touches the mind, heart, and is material and spiritual.

b. Eternal and Stay Preserved

The Qur'an has an eternal nature. The Qur'an will continue to emit light as long as there is life. The word of God that promises the preservation of the Qur'an in terms of deviations, changes and additions. As stated in the letter al-Hijr verse 9 which reads:

اِنَّا نَحْنُ نَزَّلْنَا الذِّكْرَ وَاِنَّا لَهٗ لَحٰفِظُوْنَ

The word is God's promise that cannot be denied to preserve the Qur'an, so there can be no doubt that the Qur'an is preserved and eternal for a long time. It is proven that since it was revealed to the Prophet Muhammad through the intermediary of the angel Gabriel, there has not been the slightest change in him, except for the rules of writing or imlak only.

c. Universal

The universalism of the Qur'an can be seen from the content or substance that is arranged in it. It contains monotheism, creed, worship, morals, muamalah, family problems, nation, and even in the international scope it is also regulated in the Qur'an. The Qur'an is not intended for only one particular group. The Qur'an is here as a guide and good news for all levels of society in the world.

3. Scope of Islamic Law

The scope of Islamic law is the object of study or areas of law that are part of Islamic law. The division of fields of study of Islamic law is more focused on the form of human activity in conducting relationships. By looking at the form of this relationship, it can be seen that the scope of Islamic law is twofold, namely the human relationship with God (*hablun minallah*) and the human relationship with each other (*hablun minannas*). The first form of relationship is called worship and the second form of relationship is called *muamalah*.

The essence of worship according to experts is the submission of the soul that arises because the heart feels love for the worshiped (God) and feels His majesty, because they believe that in this world there is a power whose essence is not known by reason. Because worship is God's command and at the same time His right, worship performed by humans must follow the rules made by God.

In contrast to the issue of worship, Allah's decrees in the matter of *muamalah* are limited to the main points. Therefore, the field of *muamalah* is open to be developed through *ijtihad*. Because of its open nature, in the field of *muamalah*, a general principle applies, namely basically all contracts and *muamalah* are allowed to be carried out, unless there is evidence that cancels and prohibits them. From this basic principle, it can be understood that all acts that fall into the category of *muamalah* are permissible as long as there are no texts prohibiting them. Therefore, the rules in the field of *muamalah* may change along with the changing times, as long as they do not conflict with the spirit of Islam.

4. The Purpose of Islamic Law

Islamic law was made by Allah with a definite purpose, namely to realize human benefit by guaranteeing basic needs (*dharuriyyah*), secondary needs (*hajiyyah*), and complementary needs (*tahsiniyyat*). In general discourse, *dharuriyyah* needs are called primary, *hajiyyah* needs are called secondary, and *tahsiniyyat* needs are called tertiary.

Islamic jurists clarify the broad objectives of Islamic law as follows:

1. *Dharuriyyah*

In human life, needs are important so that they cannot be ignored. If these needs are not guaranteed, there will be chaos and disorder everywhere. These five primary necessities of life in the Islamic legal literature are referred to as *al-maqashid al-khamsah* (five main things), namely: *hifdz ad-din* (maintaining religion), *hifdz an-nafs* (maintaining the soul), *hifdz al-'aql* (maintaining reason), *hifdz an-nasl* (maintaining offspring), and *hifdz al-mal* (maintaining property).

2. Hajiyyah

Hajiyyah needs are secondary needs or needs after dharuriyyah needs. If the needs of the hajiyyah are not met, it will not threaten the safety of human life, but the human will have difficulty in carrying out an activity. This need is a reinforcement of dharuriyyah needs.

3. Tahsiniyyat

The next goal of Islamic law is to make various improvements, namely to make things that can decorate social life and make humans able to do and manage the affairs of life better. This need is called tertiary or tahsiniyyat. Behavior that shows tahsiniyyat is being friendly to all God's creatures on earth. Therefore, it is not surprising that there are people who enter heaven just because they drink thirsty dogs, women who go to hell for not giving a cat, there is a prohibition on urinating under a tree, and a prohibition on burning trees even in a state of war.

RESEARCH METHOD

This study applies a qualitative approach to review the practice of lending money through mobile banks in Islamic law. The research method used in this study is described as follows:

a. Types of research

In this study, researchers used a qualitative approach. A qualitative approach is a research and understanding process based on a methodology that investigates a social phenomenon and human problem. Therefore, to get a complete picture of the practice of borrowing money through Mobile Banks, observation, interview and documentation methods were applied as data collection instruments.

b. Research Approach

The approach applied in this research is a case study, with a focus on the direct realization of the social life of the community. A case study is an exploration of a bounded system or a case over time through in-depth data collection and involving multiple sources of rich information in a context. In case study research, the study is open, unstructured and flexible because the researcher has the opportunity to determine the focus of the study.

In this approach, the research procedure produces descriptive data in the form of written or spoken words from the observed people and the observed behavior. This is in line with the focus of research that reveals the practice of borrowing money through mobile banks. Through this approach, events in the field are directly observed to be studied, analyzed, and explained in order to be able to draw conclusions from the problems that occurred.

DISCUSSION AND FINDINGS

a. Islamic Law Review on the Practice of Borrowing Money through Mobile Banks

Loan (Qardlu) in the language comes from the word, whose synonym means to cut or cut. It is interpreted that way, because the person who gives the debt cuts off part of his wealth to be given to the person who receives the loan (muqtaridl). Loans (Qardlu) are used as a metaphor in everyday life which means borrowing and borrowing between people. So a loan (Qardlu) is giving something in the form of goods or money to another person with an obligation to pay the amount received.

The definition of qardlu has a synonymous meaning with borrowing and borrowing contained in the provisions of the Civil Code Article 1754 which reads: "Lending and borrowing is an agreement in which one party gives to another party a certain amount of goods that are exhausted due to use, on the condition that the latter will return the same amount of the same kind and under the same circumstances."

Meanwhile, according to the term fiqh experts define qardlu, as:

1. According to the Hanafi school, Ibn Abidin said qardlu is:

الْقَرْضُ هُوَ مَا تُعْطِيهِ مِنْ مَالٍ مِثْلِيٍّ لِتَنْقِاضِهِ، أَوْ بِعِبَارَةٍ أُخْرَى هُوَ عَقْدٌ مَخْصُوصٌ
يَرُدُّ عَلَى دَفْعِ مَالٍ مِثْلِيٍّ لِأَخَرٍ لِيَرُدَّ مِثْلُهُ

2. According to the Maliki school, qardlu is: the payment of something of value for repayment is not different or equal.

3. According to the Hanbali school of thought, qardlu are:

Meaning: "Qardlu is to give wealth to people who use it and then return a replacement".

4. According to the Shafi'i school of thought, qardlu are:

Meaning: "Shafi'iyah is of the opinion that qardlu in terms of syara' is defined as something that is given to someone else (which at some point must be returned)".

So it can be concluded that, qardlu (loan) is a contract that is carried out by two people in which if one of the two people receives ownership of property from the other and he spends the property for his interests, then he must return the property as much as the same amount. he received earlier. Or a contract between two parties, in which the first party hands over money or goods to the second party, to be used with the condition that the money or goods must be returned the same as what he received from the first party.

Thus, it can be seen that a loan (qardlu) is a contract between two parties, where one party gives something while the other party receives it with an agreed contract, where the recipient will return it with the same amount at a time determined by each party. -each party. Loans (qardlu) are basically a form of contract that is ta'awun (help) and affection to others in need. Because giving a loan is an act of ma'ruf that can ease the difficulties of fellow human beings.

Loans (qardlu) are legally based on religious orders and recommendations so that humans can live by helping each other and helping each other in goodness. The arguments that underlie the law of qardlu are:

a. Al-Qur'an

Meaning: "Whoever gives Allah a loan, a good loan (spends his wealth in the way of Allah), then Allah will multiply his payments to him with many times." (Q.S. Al Baqarah/2:245)

This verse above explains that good deeds and giving infaq fi sabilillah with the assets that are borrowed, and the reward is multiplied for the payment of the debt.

Islamic teachings allow borrowing and borrowing because it is part of helping fellow human beings (hablun minan naas), says Allah SWT:

Meaning: "And help you in (doing) goodness and piety, and do not help in sinning and enmity. Fear Allah, indeed, Allah is severe in punishment." (Q.S. AL-Ma'idah/5:2)

The above verses imply that giving a debt or loan to someone must be based on taking benefits from a job that is recommended by religion or if there is no prohibition on doing so. Thus, giving a debt or loan to someone must be based on a sincere intention as an effort to help others in goodness.

b. Hadith

Qardlu (loans) is a form of taqarrub to Allah SWT, because qardlu means being gentle and loving fellow human beings, providing convenience and solutions to difficulties that befall fellow human beings. As in the hadith:

Meaning: "Whoever lends a debt to a Muslim twice, then he gets the reward of alms once." (H.R. Ibn Hibban).

In another hadith it is said:

Meaning: "Indeed the Prophet SAW said, I saw writing on the door of heaven on the night of my Isra', (the reward) of giving alms is multiplied ten times, and (the reward) of giving loans is multiplied eighteen times. I asked, O Jibril, what makes a debt loan more important than alms? Jibril replied, because the person who asks (alms) sometimes asks for something that he already has, while the person who seeks a loan, he does not do it except out of need." (H.R. Ibn Hibban).

c. Ijma'

Meanwhile, ijma' scholars agree that qardlu is permissible. Qardlu is mandub (recommended) for muqridl (people who owe) and permissible for muqtaridl (people who owe). This consensus of scholars is based on human nature who cannot live alone because they need help from others. And borrowing and borrowing includes good deeds that aim to help each other among others.

A loan contract (qardlu) must meet the pillars and conditions of the contract.

a. Pillars of Loans (qardlu)

The pillars of a loan (qardlu) are:

1. 'Aqid (Muqridl and Muqtaridl). In this case it is required:

a. Muqridl (people who lend loans) must be an expert at-tabarru', meaning people who have the ability to use their assets absolutely according to the Shari'ah view.

b. There is no coercion for a muqridl in providing debt assistance, but it must be based on his own wishes and there is no coercion from other parties.

c. The muqtaridl (the debtor) must be a person who is an expert in muamalah, meaning that the person must be mature, have good sense, and be dishonest (not a person who is not permitted by Shari'ah to manage his own property without certain factors).

2. Qardlu (loaned goods). In this case it is required:

a. Items owed must be something that can be entered into a greeting. Because, everything that can be entered into a salam, is also valid to be owed, and vice versa.

b. Qardlu must be goods that have benefits, invalid if there is no possibility of use, because qardlu is a contract against property.

3. Sighah (Ijab and Qabul)

Shighah in a qardlu contract is an ijab from the muqridl party which shows the granting of ownership with an obligation system to return a replacement, and a qabul from the muqtaridl party which shows the approval of the ijab. The terms of sighah in the qardlu contract are the same as the conditions for sighah in other mu'awad contracts.

b. Loan Terms (qardlu)

The terms of the loan (qardlu) are:

1. Mu'ir (people who lend) and musta'ir (borrowers), intelligent and mumayyiz. Baligh is not a legal requirement. Thus, it is legal for small children to borrow as long as there is permission from their parents.

2. Musta'ir is a person who is an expert tabarru '(has the authority to give.

3. Musta'ar (loaned goods) can be used without having to damage its physical form (substance). Examples such as houses, land, clothes and so on. Therefore, lending food is not legal. Because food can not be used without damaging the physical.

4. Goods lent (musta'ar) can be directly controlled and utilized by the borrower (musta'ir).

5. Goods that are lent (musta'ar) have benefits and are permitted by syara' to use them.

Referring to the opinion of experts on the practice of borrowing money through a mobile bank according to Islamic law, it is considered valid as long as it fulfills the pillars and conditions.

It was found in the field that both parties, namely the borrower (the Mobile Bank) and the borrower (some of the people of Ciherang Village) had fulfilled the loan pillars which included three cases. First, 'aqidl (muqridl and muqtaridl). Muqridl (the person who gives the loan) in this case the Mobile Bank is a person who works in a cooperative engaged in money lending services whose job is to provide loans to the community by traveling around, while the muqtaridl (people who borrow) are part of the Ciherang Village community who borrow money to the Mobile Bank. Second, qardlu (loaned goods) in this case is in the form of money, because money is a useful item and can be directly controlled by the borrower. Third, sighah (ijab and qabul) between the people of Ciherang Village who borrow money and the borrower (mobile bank). The people of Ciherang Village who borrow money from the Mobile Bank have done sighah according to the loan pillars. As did Ibu Imas (not real name) who borrowed money from the Mobile Bank. He said, "I borrowed Rp. 500,000 to meet the needs of daily life", (qabul). Then the Mobile Bank said, "I lent you Rp. 500,000 to Imas mother (not real name)", (ijab). So, what some people in Ciherang Village do who lend money to the Mobile Bank is considered valid, because it fulfills the loan pillars.

In addition, according to a review of Islamic law, the practice of lending money to a mobile bank requires borrowing conditions. First, the mu'ir (the person who lends) in this case the Mobile Bank is a healthy and reasonable person. Second, musta'ir (borrowers) are part of the Ciherang Village community who borrow money from the Mobile Bank. Third, musta'ar (loaned goods) in the form of money which can be directly controlled and utilized by the borrower.

Thus, the practice of borrowing money through a mobile bank carried out by some people in Ciherang Village according to Islamic law is legal. Because it has fulfilled the pillars and conditions.

However, even though according to a review of Islamic law in harmony and the conditions are met, the Mobile Bank requires the borrower to overpay the amount of debt according to the nominal amount. For example, if someone borrows Rp. 500,000, then he is subject to an administration of Rp. 100,000. This means that it becomes mandatory for the borrower to pay it.

The next discovery, it was found that the payment system for debt to the Mobile Bank must be carried out every day. The amount of time is based on the nominal amount of money borrowed. For example, a borrower borrows money from a mobile bank of Rp. 200,000, the borrower is required to pay Rp. 5000 for 40 days. That is, if it is calculated when someone borrows Rp. 200,000 to pay it off it took him 40 days, because the burden he charged per day was Rp. 5000. However, if the borrower is unable to pay within one

day, it will be subject to a fine of Rp. 500 and so on. So this is contrary to Islamic law, because the repayment of debt by way of excess of the principal loan but with an agreement between the two parties, usually in the form of a percentage of the money borrowed, or in other words the borrower is subject to interest. The law of repaying debt by way of exaggeration but through an agreement at the time of the loan contract is unlawful or prohibited by syara.

Conclusions

Based on the research and description of the Islamic Law Review on the Practice of Lending Money Through Mobile Banks conducted in Ciherang Village, Karangtengah District, Cianjur Regency, it can be concluded that:

1. Loan (qardlu) is a contract between two parties, where one party gives something while the other party receives it with an agreed contract, where the receiving party will return it with the same amount at a time determined by each party. Loans (qardlu) are basically a form of contract that is ta'awun (help) and affection to others in need. Because giving a loan is an act of ma'ruf that can ease the difficulties of fellow human beings. Loans (qardlu) are legally based on religious orders and recommendations so that humans can live by helping each other and helping each other in goodness. As it is explained in the Qur'an, hadith and ijma' scholars.
2. A review of Islamic law on the practice of borrowing money through Mobile Banks carried out by some people in Ciherang Village, Karangtengah District, Cianjur Regency is legally valid, because it has fulfilled the pillars and conditions. However, even though according to a review of Islamic law in harmony and the conditions are met, the practice found in the field in terms of payments from the Mobile Bank requires the borrower to overpay 10% of the money borrowed. So this is contrary to Islamic law, because the repayment of debts made by way of exaggerating the principal loan and the existence of an agreement when making a loan contract or in other words being subject to legal interest is unlawful or prohibited by syara'. The practice of borrowing like this clearly contains elements of usury qardlu and the law is haram.
3. The factor of the people of Ciherang Village choosing to borrow money from the Mobile Bank, due to the factor of insufficient daily living needs and not finding any other way than to make a loan to the Mobile Bank. The conditions are relatively easy to get a loan that is offered by the Mobile Bank to the community so that it is easy for people to make loans due to urgent needs without thinking about the risks they will bear. Borrowing money from a mobile bank is the last option that some people in Ciherang

Village can do because of insufficient income and the urgency of daily needs such as food, children's school fees and so on. This is the easiest thing to do, because there is no other solution to get money quickly other than borrowing from a mobile bank.

BIBLIOGRAPHY

- Asnaini, dkk. 2016. *Pedoman Penulisan Skripsi*. Bengkulu: FEBI.
- Ahmadi, Abu.2009. *Psikologi Umum*. Jakarta: Rineka Cipta
- Abdullah, Thamrin. 2014. *Bank dan Lembaga Keuangan Syariah*, Jakarta: Rajawali Pers.
- Afrizal. 2016. *Metode Penelitian Kualitatif*. Jakarta: Rajawali Press.
- Alsa, Asmadi. 2010. *Pendekatan Kuantitatif Dan Kualitatif Serta Kombinasinya Dalam Penelitian Psikologi*, Yogyakarta : Pustaka Belajar.
- Anshori Ghafur Abdul, 2013, *Pembentukan Bank Syariah melalui akuisi dan Konversi*, (Yogyakarta: UII Press
- Antonio Syafi'i Muhammad, 2014, *Bank Syariah dari Teori ke Praktik*, Jakarta: Gema Insani Press
- Ascarya, 2015. *Akad dan Produk Bank Syariah*, Jakarta: Rajawali Pers.
- Bugni, Burhan. 2007. *Penelitian Kualitatif Ekonomi Kebijakan Publik Dan Sosial*. Jakarta: Kencana.
- Chaminudin, Ali. 2015. *Analisis Faktor-Faktor Yang Mempengaruhi Minat UMKM Mengajukan Pembiayaan Pada Lembaga Keuangan Syariah*, Skripsi Mahasiswa IAIN Salatiga
- Daniati Nia, *Faktor Penghambat Minat Masyarakat Betungan Mengajukan Pembiayaan Pada Bank Syariah*, Skripsi Mahasiswa Program Studi Perbankan Syariah IAIN Bengkulu 2018, h.1
- Departemen Agama RI, 2010, *Al-Hikmah dan Terjemahnya*, Bandung: Cv Penerbit Diponogoro
- Departemen Agama Pendidikan Nasional. 2013. *Kamus Besar Bahasa Indonesia Pusat Bahasa*. Jakarta: PT.Gramedia Pustaka Ulama
- Djaali. 2007. *Psikologi Pendidikan*, Jakarta : PT Bumi Aksara
- Endah Nur Rahmawati, *Analisis faktor penyebab rendahnya minat masyarakat memilih produk pembiayaan pada bank syariah*,. Skripsi mahasiswa IAIN Surakarta
- Haflawati Nuraisyah dan Mukhlis Rahmanto, *Analisis Pemahaman Pedagang Pasar Tentang Lembaga Keuangan Syariah (Studi Kasus Pedagang*

- Hamdalah Ahmad, *Optimalisasi Tingkat Pembiayaan Mudharabah di Perbankan Syariah Studi Kasus: PT. BRI Syariah Pekanbaru*. Dosen Tetap Pada Fakultas Syariah dan Hukum UIN Sultan Syarif Kasim Riau, 2017
- Hidayah Zakiyyah, *Perilaku Pedagang Pakaian Bekas Pasar Panorama Kota Bengkulu Ditinjau Dari Etika Bisnis Islam*, Skripsi Mahasiswa Fakultas Ekonomi dan Bisnis Islam Prodi Ekonomi Islam, IAIN Bengkulu, 2018
- Husadatama, Galuh. 2015. *Analisis Determinasi Pemahaman Pemilihan Perbankan Oleh Masyarakat Pondok Pesantren Lirboyo Kota Kediri Jawa Timur (Studi Kasus Pondok Pesantren Lirboyo Kota Kediri*, Fakultas Ekonomi dan Bisnis Universitas Brawijaya Malang.