



**Hermeneutik: Jurnal Ilmu Al Quran dan Tafsir**

ISSN 1907-7246 E-ISSN 2502-6402

Tersedia online di <https://journal.iainkudus.ac.id/index.php/Hermeneutik/index>

DOI: <http://dx.doi.org/10.21043/hermeneutik.v20i1.30458>

## **Debts and Receivables in the Qur'an: A Ma'na-cum-Maghza Interpretation of Q.S. Al-Baqarah [2]: 282**

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### Abstract

This paper aims to analyze the historical meaning and explore the significance of Q.S. al-Baqarah [2]: 282 from the perspective of tafsir mu'āmalah using the ma'nā cum maghẓā approach. This verse is related to debt transactions (mudāyanah), which in the early period of Islam often led to potential injustice due to the absence of clear transaction records and the prevalence of usurious practices that disadvantaged borrowers. This study employs a qualitative method with a contextual exegesis approach through the analysis of historical meaning (ma'nā al-tārikhī) and the exploration of the main message of the verse (maghẓā). The data were collected through library research by examining various classical and contemporary Qur'anic commentaries relevant to the study of mu'āmalah. The results of the study show that Q.S. al-Baqarah [2]: 282 emphasizes three main principles in economic transactions: the recording of transactions as a form of legal certainty, the presence of a just scribe to maintain the objectivity of the agreement, and witnesses as a mechanism for transaction verification. These principles function to ensure justice, transparency, and the protection of rights in economic relations. In a contemporary context, the message of this verse is relevant to modern economic administrative practices such as written contracts, accounting systems, and transaction regulations in Islamic financial institutions. Thus, Q.S. al-Baqarah [2]: 282 can be understood as a normative foundation for building a fair, transparent, and accountable system of mu'āmalah in modern economic life.

**Keywords:** Debt, interpretation of meaning, cum magza, Al-Baqarah: 282

### Abstrak

Tulisan ini bertujuan untuk menganalisis makna historis serta mengungkap signifikansi QS. al-Baqarah [2]: 282 dalam perspektif tafsir muamalah melalui pendekatan ma'nā cum maghẓā. Ayat ini berkaitan dengan praktik utang-piutang (mudāyanah) yang pada masa awal Islam sering menimbulkan potensi ketidakadilan akibat tidak adanya sistem pencatatan transaksi yang jelas serta praktik riba yang merugikan pihak peminjam. Penelitian ini menggunakan metode kualitatif dengan pendekatan tafsir kontekstual melalui analisis makna historis (ma'nā al-tārikhī) dan penggalian pesan utama ayat (maghẓā). Data penelitian diperoleh melalui studi kepustakaan dengan menelaah berbagai literatur tafsir klasik dan kontemporer yang berkaitan dengan kajian muamalah. Hasil penelitian menunjukkan bahwa QS. al-Baqarah [2]: 282 menekankan tiga prinsip utama dalam transaksi ekonomi, yaitu pencatatan transaksi sebagai bentuk kepastian hukum, kehadiran penulis yang adil untuk menjaga objektivitas perjanjian, serta kesaksian sebagai mekanisme verifikasi transaksi. Ketiga prinsip tersebut berfungsi untuk menjaga keadilan, transparansi, dan perlindungan hak dalam hubungan ekonomi. Dalam konteks kontemporer, pesan ayat ini relevan dengan praktik administrasi ekonomi modern seperti kontrak tertulis, sistem akuntansi, serta regulasi transaksi dalam lembaga keuangan syariah. Dengan demikian, QS. al-Baqarah [2]: 282 dapat dipahami sebagai landasan normatif dalam membangun sistem muamalah yang adil, transparan, dan akuntabel dalam kehidupan ekonomi modern.

**Kata Kunci:** Hutang piutang, interpretasi makna, cum magza, al-Baqarah: 282

## Introduction

Debt and credit transactions constitute an act of mutual assistance that yields reciprocal benefits for both parties involved. The act of alleviating one another's burdens (*ta'āwun 'alā al-birr*) among human beings is highly recommended in religion to ease the hardships of individuals facing difficulties, while simultaneously strengthening the bonds of brotherhood. The discourse surrounding debt and credit transactions in Q.S. Al-Baqarah [2]: 282 has garnered significant attention among scholars of both Qur'anic exegesis (*tafsīr*) and Islamic jurisprudence (*fiqh*). Fundamentally, debt transactions or *qard* are classified as permissible socio-economic interactions (*mu'āmalah*); however, a profound element of prudence is required in their implementation.

One of the primary challenges in contemporary Muslim debt and credit practices lies in the ambiguity of the contracts (*'aqd*) and the terms agreed upon by the transacting parties. This issue typically stems from a low level of awareness regarding the significance of documentation and precise specifications in financial transactions (Samsidar et al., 2024).

In practice, numerous debt and credit transactions are conducted orally without adequate written documentation. This condition inherently fosters potential future disputes; when conflicts arise, objectively establishing the respective rights and obligations of each party becomes profoundly difficult to substantiate. Consequently, this practice fundamentally diverges from the Quranic principles of *mu'āmalah*, which prioritize transparency and legal certainty in economic transactions. This is explicitly mandated in Q.S. Al-Baqarah [2]: 282, which dictates that any non-cash credit transaction must be clearly documented as a mechanism to safeguard the rights of all parties involved.

Sharia-compliant debt and credit transactions encompass the regulations stipulated in Q.S. Al-Baqarah [2]: 282, which underscores the necessity of documenting every transaction—including both liabilities and receivables—to mitigate future disputes. The principles governing the documentation of credit have long been a central focus within the socio-communal sphere. Al-Marāghī emphasizes that the recording of debt and credit transactions must be executed by a just and impartial scribe who possesses a profound understanding of the jurisprudential consensus (*fiqh*) regarding financial

codification. Furthermore, Muṣṭafā al-Marāghī elucidates that impartiality in record-keeping is paramount, as a just individual inherently understands the proper protocols for drafting legal instruments, distinct from those who are merely literate but fail to uphold the principles of justice. Ultimately, such meticulousness preempts the emergence of complex conflicts in the future (Maraghi, 1946).

Furthermore, regarding the creditor (*muqrid*), the verse implies that the transacting parties must explicitly articulate the terms of the agreement to the scribe. This ensures that the documentation of the debt is executed accurately, thereby serving as valid, legally binding evidence should any subsequent disputes arise. Moreover, following the elucidation of the record-keeping mechanism, the textual phrasing of the verse establishes the significance of witnessing within the transaction. The Qur'an stipulates that testimony should be provided by two male witnesses, or alternatively, one man and two women in the absence of two male witnesses (Saeed, 2017).

To attain a more comprehensive understanding of the message embedded within the verse, this study utilizes the ma'nā-cum-maghzā approach developed by Sahiron Syamsuddin. This approach aims to uncover the historical meaning (ma'nā) of a verse as understood within the social context of its revelation, while simultaneously extracting its core message or dynamic significance (maghzā) that remains relevant to the contemporary social milieu (Syamsudin, 2002). Through this framework, Qur'anic exegesis transcends mere textual and historical comprehension, striving instead to uncover universal values applicable across diverse situations and evolving eras. Employing the ma'nā-cum-maghzā approach in this study is vital, as the Qur'an is a normative text embedded with universal values that maintain enduring relevance. Consequently, reinterpreting Qur'anic verses through this methodology facilitates a more contextual interpretation, allowing the inherent moral messages and principles of mu'amalah to be effectively applied to address the increasingly complex economic and social challenges of modern society (Syamsuddin, 2018; Syamsudin, 2002; Zahra et al., 2024).

Scholarly inquiry into debt and credit transactions within this article is by no means unprecedented. Several prior studies have been conducted by various researchers, which the author categorizes into two distinct classifications. The first category comprises

research within the conceptual realm of the Qur'an, such as the study conducted by Suriati N. in an article titled "Manajemen Hutang Piutang (Kajian Analisis Terhadap Surah al-Baqarah Ayat 282)" (N, 2021), which analyzes the perspectives of the four major madhhabs (schools of jurisprudence). A similar study was also undertaken by Taufik and Sofian Muhlisin in their article, "Hutang Piutang Dalam Transaksi Tawarruq ditinjau Dari Perspektif al-Qur'an Surat al-Baqarah Ayat 282" (Taufik & Muhlisin, 2015).

Their findings indicate that debt and credit in tawarruq transactions are deemed permissible (*halāl*) provided that the contract and credit-sale terms are transparent and executed by mutual consent in pursuit of Allah's pleasure. The second category encompasses research within the domain of Qur'anic exegesis, such as the work by Samsidar, Syamsurianto, et al., titled "Konsep Hutang Piutang Dalam Ekonomi Islam: Kajian QS. AL-Baqarah Ayat 282 Dalam Perspektif Tafsir AL-Qur'an AL-Azhim Karya Ibnu Katsir" (Samsidar et al., 2024).

Aligning with this domain, Alfi Amalia conducted a comparative study titled "Konsep Hutang Piutang (Studi Perbandingan Tafsir Al-Qur'an al-Azim Karya Ibnu Katsir dan Tafsir Al-Misbah Karya Muhammad Quraish Shihab)" (Amalia, 2023). The findings of both studies demonstrate a consensus regarding the necessity of recording or documenting debts; however, they diverge on the requirement of witnessing. Quraish Shihab posits that witnessing is an obligatory legal mandate (*wājib*), whereas Ibn Kathīr regards it as a collective obligation (*farḍ kifāyah*). Isyfa' Fakhru' Amli conducted research in his undergraduate thesis titled "Penafsiran Ayat-Ayat Al-Qur'an Tentang Pencatatan Hutang-Piutang (Studi Analisis Tafsir Al-Misbah Karya M. Quraish Shihab)" (Amli, 2020).

This study explores how the Qur'an regulates the documentation of debts and credits, focusing on the analysis of the exegesis work by M. Quraish Shihab, widely known as Al-Misbah. Meanwhile, the article written by Ahmad Musadad adopts a comparative method between two exegeses in his study titled "Konsep Hutang-Piutang Dalam al-Qur'an (Studi Perbandingan Tafsir al-Maraghi Karya Ahmad Musthofa al-Maraghi dan Tafsir al-Misbah Karya Muhammad Quraish Shihab)" (Musadad, 2019).

His research findings indicate that although both agree on the importance of recording debts and bringing just witnesses, there are differences of opinion regarding

who should carry out the recording and provide the testimony. The study uncovers the similarities and differences in the interpretation as well as the application of the debt and credit concept regulated in the Qur'an, through differing perspectives of the scholars of exegesis they reviewed.

Based on the review of previous studies, it can be concluded that the study of debts and credits in Q.S. Al-Baqarah [2]: 282 is still dominated by classical and comparative exegesis approaches among mufassirs, which focus on normative-historical aspects. To date, there has not been much research that explicitly examines the verse using the *ma'nā-cum-maghzā* approach to unearth its ethical and social significance within the context of modern economic practices. Therefore, this study holds a vital position in filling that gap by offering a contextual reading that not only explains the textual meaning of the verse, but also formulates the normative message of the Qur'an that is relevant to the dynamics of debts and credits in contemporary society.

## Theoretical Framework

*Ma'nā-cum-maghzā* is a relatively new method of Qur'anic textual interpretation and represents a form of meaning-making within the object of exegesis that falls into the category of hermeneutics. The term *ma'nā-cum-maghzā* consists of three words, namely *ma'nā* (meaning) and *maghzā* (significance), which are derived from Arabic, and *cum* (with), which is a Latin word (Umi Wasilatul Firdausiyah, 2021).

The objective of this approach is to seek meaning applied to the contemporary context by referring to its significance. Furthermore, the *ma'nā-cum-maghzā* hermeneutical method carries consequences for the deconstruction of Islamic laws found in the Qur'an and impacts the Islamic epistemological structure. In short, the *ma'nā-cum-maghzā* theory is an interpretative framework that balances the reading of the literal meaning (*al-ma'nā al-aṣlī*) and the core message (*al-maghzā*) (Umi Wasilatul Firdausiyah, 2021).

The *ma'nā-cum-maghzā* approach belongs to the progressive quasi-objectivist school of thought, which requires a contemporary interpreter to unearth the original meaning by utilizing not only the methodical tools of the science of exegesis (*'ulūm al-tafsīr*) but also the macro-context, modern linguistics and literature, and hermeneutics

(Saeed, 2006). This original literal meaning then serves as the initial foundation to determine the core message, which is referred to as the ratio legis by Fazlur Rahman in his double movement theory, termed *maqāṣid* (the objectives of the verses) by Muhammad al-Talbi in his concept of *al-Tafsīr al-Maqāṣidī* (objective-based exegesis), or called *maghzā* (the significance of the verse) by Nasr Hamid Abu Zayd in his concept of *al-tafsīr al-siyāqī*. It is this meaning behind the literal text that must be implemented in the present and the future (Syamsudin, 2023, hal 6).

## Method

This study utilizes a method of interpretation of the Qur'anic verse, Surah Al-Baqarah: 282, as its material object, employing Sahiron Syamsuddin's ma'nā-cum-maghzā approach. This type of research is descriptive-qualitative, emphasizing library research. The primary data source refers to Q.S. Al-Baqarah verse 282 concerning the verse on debt and credit, while secondary data sources consist of books, journals, and other sources relevant to this study. The steps in interpreting the *ma'nā-cum-maghzā* involve the author unearthing the historical meaning/historical context (*ma'nā tārikhī*), the historical phenomenal significance (*maghzā tārikhī*), and the dynamic phenomenal significance (*maghzā muḥarrik al-mu'āṣir*).

## Results

Q.S. Al-Baqarah [2]: 282 is the longest verse in the Qur'an and is categorized as one of the verses on *mudāyanah* (debt and credit transactions). The content of this verse includes, among other things, discussions regarding the recommendation—or according to some scholars, the obligation—to record debts and credits and to have them witnessed before a third party who is considered trustworthy (*amānah*), while considering the necessity of documenting the debt regardless of its small nominal value and its designated timeframe (Az-Zuhaili, 2000).

This verse is positioned after the exposition on the recommendation of giving charity and alms (Q.S. Al-Baqarah [2]: 271-274), followed by the prohibition of engaging in *ribā* (usury) transactions (Q.S. Al-Baqarah [2]: 275-279), as well as the recommendation to grant a deferral period to a debtor who is unable to pay until a

designated time when they can settle the debt, or for the creditor to write off part or all of the debt as charity (Q.S. Al-Baqarah [2]: 280). The placement of the exposition regarding the recommendation to record debt and credit transactions after these preceding recommendations and prohibitions carries its own profound significance.

## Discussion

### *Ma'na al-Tarikhi (Historical Context)*

QS. Al-Baqarah [2]: 282:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا إِذَا تَدَايْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ ؕ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ ؕ وَلَا يَأْب كَاتِبٌ أَن يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ ؕ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسْ مِنْهُ شَيْئًا ؕ فَإِن كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَن يُمِلَّ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ ؕ وَاسْتَشْهِدُوا شَهِيدَيْنِ مِّن رِّجَالِكُمْ ؕ فَإِن لَّمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَانِ مِمَّن تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَن تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَىٰ ؕ وَلَا يَأْب الشُّهَدَاءُ إِذَا مَا دُعُوا ؕ وَلَا تَسْمَؤْا أَن تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ ؕ ذَٰلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمٌ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا ؕ إِلَّا أَن تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا ؕ وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ ؕ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ ؕ وَإِن تَفَعَّلُوا فَإِنَّهُ فُسُوقٌ بِكُمْ ؕ وَاتَّقُوا اللَّهَ ؕ وَيُعَلِّمُكُمُ اللَّهُ ؕ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

*“O you who have believed! When you contract a debt for a specified term, write it down clearly and justly. And let a scribe write it down between you in justice, and no scribe should refuse to write as Allah has taught him. So let him who has the obligation dictate clearly, and let him fear Allah, his Lord, and not diminish anything from it. But if the debtor is mentally deficient, weak, or unable to dictate, then let his guardian dictate in justice. And bring to witness two witnesses from among your men, and if there are not two men, then a man and two women from those whom you accept as witnesses—so that if one of the women errs, the other can remind her. And witnesses should not refuse when they are called upon. And do not be weary to write down the debt-agreement for its specified term, whether it is small or large, for this is more just in the sight of Allah, stronger as evidence, and more likely to prevent doubts among you.*

*Except when it is a spot trade which you conduct among yourselves, then there is no blame upon you if you do not write it down. However, take witnesses when you settle a sale. And let no harm be done to scribe or witness. If you do such a thing, it is indeed a sinful act. And fear Allah, and remember that Allah teaches you; and Allah is All-Knowing of everything.”*

The context of debt originates from lending and borrowing transactions, which necessitate the repayment of the loan at a predetermined time. During the pre-Islamic Arabic era, or the period of ignorance (*jāhiliyyah*), this practice was widely carried out by several societal groups in Arabian cities. Whenever a debt reached its maturity date and the debtor was unable to repay the loan, the lender would frequently grant an extension of time conditioned upon additional terms, including the payment of interest or other increments. This practice was notoriously known as *ribā jāhiliyyah* (Mugiyati, 2009, h 413).

During the era of Prophet Muhammad (peace be upon him) and the periods preceding it, usury (*ribā*) often involved transactions between the poor as borrowers and the wealthy as lenders. However, instances of usury also occurred among the wealthy themselves. One prominent example was the usurious transactions taking place among the Thaḳīf and Mughīrah clans, as well as Al-‘Abbās ibn ‘Abd al-Muṭṭalib in Mecca. The Thaḳīf clan dominated the economy of Taif and was actively engaged in usurious practices, while Al-‘Abbās was known as a wealthy merchant who was also entangled in usury in Mecca. Prophet Muhammad (peace be upon him) strictly prohibited usury, initially singling out the usurious practices carried out by his own uncle, Al-‘Abbās, to demonstrate that this prohibition applied justly and without favoritism (Hanbal, n.d. h. 73).

During the *jāhiliyyah* period, usurious practices were not confined solely to money, but also involved livestock such as camels. Based on the narration of Ibn Zayd quoted by Al-Ṭabarī, when a debt fell due, the debtor had to either pay it off or increase the value of the debt. If they lacked the money, the debt would be converted into an obligation to pay with an older and more valuable camel compared to the one previously borrowed. This process recurred repeatedly, causing the debt to compound significantly if left unpaid. Such usurious practices illustrate how a minor debt could evolve into an overwhelmingly heavy burden (Al-Tabari, 1999, h 59).

Fakhruddin al-Rāzī describes that during the *jāhiliyyah* era, if a borrower failed to settle a debt of one hundred dirhams upon its maturity, the lender would increase the total amount of the debt as a condition for extending the repayment period. This increment could escalate the debt to two hundred dirhams. If the grace period expired again and the debt remained unpaid, a further increment would be imposed. This process repeated continuously, so that an initial debt of merely one hundred dirhams could balloon into an astronomical amount, causing the borrower to become trapped in an ever-growing cycle of debt (Al-Razy, 1983, h 93).

The usury practiced during that era caused the vulnerable segments of society to sink deeper into poverty. When they were unable to return the borrowed sums at the designated time, their debt totals accumulated due to the interest charged. Consequently, a debt that was initially small became large and continued to swell over time. Ultimately, the entire wealth of the debtor would be exhausted just to pay off a debt that was originally insignificant. This caused the weak to lose everything they possessed, further worsening their economic conditions and livelihoods. These usurious practices effectively impoverished those who were already in vulnerable positions (Al-Baidawi, n.d., h 159).

According to several historical records concerning Q.S. Al-Baqarah [2]: 282, when the Messenger of Allah (peace be upon him) first arrived in Medina, the local inhabitants there frequently leased out gardens for a period of one, two, or three years. Therefore, the Messenger of Allah advised that every lease or loan transaction be conducted with a specific measure or weight and within a designated timeframe. Da'i Rabi' also narrated that this verse was revealed regarding a man who was looking for witnesses among a crowd of people to validate an agreement, but no one was willing to step forward as a witness. Thus, this verse was revealed. Ibn 'Abbās also stated that Q.S. Al-Baqarah [2]: 282 was revealed in connection with the *bay' al-salam* (forward sale) transactions conducted by one of the residents of Medina, which comprehensively involved debt and credit transactions (As-Suyuti, 2014).

Despite these historical variations, it must be noted that the verse was revealed within the context of debt and credit transactions that could lead to usury. Therefore, there is an injunction to record debts, present witnesses, establish just agreements, and provide collateral for both the borrower and the lender. The context of debt and credit

during the pre-Islamic Arab era, the era of the Messenger of Allah, and the contemporary era has undergone significant evolution. Consequently, it is essential to read the text of Q.S. Al-Baqarah [2]: 282 using the *ma'nā-cum-maghzā* approach in order to derive meanings that remain relevant to the progression of time (Al-Wāḥidī, n.d.).

### Linguistic Analysis

In terms of its linguistic aspects, Q.S. Al-Baqarah [2]: 282 contains several key terms that warrant meticulous analysis. However, this paper does not intend to address all of them, but rather focuses on the following:

The word "*faktubūh*" in the segment "*yā ayyuhalladhīna āmanū idhā tadāyantum bidaynin ilā ajalīn musamman faktubūh*" (Al-Baqarah: 282) constitutes a command from Allah to record the debt as evidence and a safeguarding measure. The letter "*fā*" in the word "*faktubūh*" functions as the apodosis (*jawāb*) of the conditional clause introduced by the word "*idhā*". According to Ibn Manẓūr, "*faktubūh*" is derived from the root word "*kataba*", which means "to write", functioning here as an imperative verb (*fi'l amr*). The majority of scholars, including Imam al-Shāfi'ī, Al-Āmidī, and the theologians (*mutakallimūn*), posit that this command absolute denotes an obligation (*wājib*) to document debts. Although there is a hadith stating that the Muslim community does not need to write, this does not contradict the command, as the Qur'an was revealed to be memorized. Some scholars also argue that this obligation is subsequently waived if there is mutual trust between the transacting parties, based on the succeeding verse which abrogates (*naskh*) the obligatory ruling. This view is held by Abu Sa'īd, Al-Sha'bī, Al-Ḥasan, Ibn Zayd, and Ibn Jurayj.

Regarding the phrase *وَأَيُّكُمْ بَيِّنَتٌ بِالْعَدْلِ*, specifically the word "*bi al-'adl*", Al-Marāghī states that in recording transactions, the process must be conducted by a just scribe who does not favor either party and possesses a thorough understanding of the jurisprudential rulings (*fiqh*) regarding financial documentation (Maraghi, 1946, h 668). Justice (*al-'adl*) here is prioritized over individuals who have merely learned the technicalities of writing debts. Similarly, Quraish Shihab notes that the provisions for documenting debts are meant to ensure that the process does not violate the decrees of Allah and the prevailing norms within society. The understanding of the word "*'adl*"

encompasses: the technical ability to write, knowledge regarding the rules and regulations of drafting agreements, and personal integrity/honesty (Shihab, 2002, h 608).

In the Qur'anic phrase (وَأَسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رَجَالِكُمْ), the discourse regarding the testimonies of men and women has triggered extensive debate, though it will not be elaborated upon here. The term used for witnesses in this verse, شَهِيدَيْنِ (*shahīdayn*), is distinct from شَاهِدَيْنِ (*shāhidayn*). This term refers to individuals renowned for their honesty as witnesses, who have repeatedly performed this duty. Muṣṭafā al-Marāghī states that the legal wisdom behind the testimony of two women being equal to one man is that, in his view, if one of the women makes an error, the other can remind her and complete the testimony. Meanwhile, Quraish Shihab argues that witnesses refer to those who have the potential capability to provide testimony, even if they have never actually done so before. This directive serves as an encouragement because, in ancient times, people were reluctant to become witnesses, especially in transactional matters where witnesses play an essential role in preventing future disputes between the involved parties (Shihab, 2002, h 608).

### *Underlying Purpose of the Verse (Maghzā Muḥarrik al-Mu'āṣir)*

Considering the aspects based on the explanations above, the author identifies several universal ideas or messages within Q.S. Al-Baqarah [2]: 282 as follows:

First, the phrase in the initial part of the verse, “*ilā ajalīn musamman faktubūh*,” constitutes a sharia injunction to record or document debts, whether through traditional writing or modern instruments such as computers. On the other hand, the expression “*faktubūh*” (write it down) appears to carry a dual meaning or definition. First, it signifies the recording of transactions, which is notably the duty of an accountant. Second, it represents a written agreement that serves as a legal foundation. The application of “*faktubūh*” in this context encompasses both meanings: first, as transactional record-keeping, which is a specialized task in accounting; and second, as a written contract that functions as a legal basis.

In the contemporary era, notary publics are frequently found tasked with drafting agreements that align with one of the fundamental principles of Islamic Law, namely “the written principle/*al-kitābah*.” This relates to the core values of Islamic economics, where

a Muslim is required to make a "written agreement" in the presence of qualified witnesses, both men and women. The objective is to control data regarding the agreed-upon contract and to ensure the execution of each party's respective duties.

Based on Qur'anic exegesis, Islamic law, and the principles of Islamic economics, the command to record transactions in Q.S. Al-Baqarah: 282 can be understood as an obligation to create a "written contract." In Indonesia, this can be realized in the form of an authentic deed or a private deed under seal, along with duplicate agreements as part of the prevailing positive law. Transactional recording is conducted by a just person, meaning individuals who consistently perform accurate and correct bookkeeping so that potential errors can be avoided. A precise example is observed in the world of Islamic banking, where debt and credit transactions undergo two stages: first, a written agreement through a deed, and subsequently, the disbursement of funds. The debtor or the borrowing party is obliged to record the same event in their bookkeeping, noting the loan amount, the maturity date for repayment, and the mutually agreed commitments (M. Quraish Shihab, 2001).

If traced from its historical context, Arab society prior to Islam was already familiar with lending and borrowing practices in economic activities. However, these practices were often accompanied by the system of *ribā jāhiliyyah* (pre-Islamic usury), which severely disadvantaged the vulnerable parties. As explained by several scholars of exegesis, in the practice of *ribā jāhiliyyah*, when a borrower was unable to repay their debt at the predetermined time, the lender would grant an extension of the debt conditional upon an additional amount. A debt that was initially small could thus balloon into an astronomical sum. For instance, someone who borrowed one hundred dirhams could be forced to pay two hundred dirhams or more if they failed to settle it on time (Shihab, 2014). In another practice mentioned by classical mufassirs, a debt that originally consisted of a certain number of livestock could transform into an obligation to replace them with animals of a higher value as time progressed. This condition caused many impoverished individuals to become increasingly trapped in an endless cycle of debt.

It was within this social context that Q.S. Al-Baqarah [2]: 282 emerged as a regulation to protect society from exploitative economic practices. This verse commands that every debt transaction with a specific timeframe be clearly recorded. Such

documentation is not merely administrative; rather, it constitutes a form of legal protection for both transacting parties. With clear record-keeping, the likelihood of future disputes can be minimized. Furthermore, the verse emphasizes that the recording must be carried out by a scribe who is just and impartial. Beyond documentation, this verse also regulates witnessing within transactions (N, 2021). It stipulates that transactions should preferably be witnessed by two men. If two men are unavailable, they can be replaced by one man and two trustworthy women. The presence of witnesses serves an important social and legal function, namely ensuring that the transaction is conducted transparently and contains no elements of fraud. In traditional societies lacking modern administrative systems, testimony was the primary instrument for maintaining the validity of a transaction (Rofidah et al., 2022).

When viewed from the perspective of *maqāṣid al-sharī'ah* (the objectives of Islamic law), this verse encompasses several primary goals vital to economic life. First, the verse aims to maintain justice in transactions (*ḥifẓ al-'adl*). This justice is manifested through the recording of transactions, the presence of witnesses, and the prohibition of harming other parties. Second, the verse aims to protect wealth (*ḥifẓ al-māl*). In Islam, wealth is viewed as an essential element that must be safeguarded to prevent misuse or unlawful acquisition. Thus, through a clear system of documentation, ownership rights and payment obligations can be verified more accurately (Ruslan, 2026).

Third, the verse also aims to establish legal certainty in economic relations, thereby reducing the potential for conflict within society. The principles contained in Q.S. Al-Baqarah [2]: 282 hold profound relevance to contemporary economic practices. In modern economic systems, transactional documentation is an inseparable component of economic activities. Every business transaction is generally equipped with a written contract detailing the rights and obligations of the parties. Additionally, the modern financial world utilizes accounting systems that function to record every financial transaction systematically. This principle is fundamentally aligned with the Qur'anic command to document debt and credit transactions clearly.

As a concrete example, in current Islamic banking practices, every financing facility granted to a customer must be accompanied by a written contract (*'aqd*) specifying the details of the financing amount, the payment period, the profit margin, and the

settlement mechanism in the event of default or delayed payments. Data from various Islamic banking industry reports indicate that clear contract documentation can reduce potential disputes between financial institutions and customers (Mumtahaen, 2023). Similarly, in modern business practices, joint venture contracts, sales agreements, and investment transactions are invariably documented in writing to ensure clear legal standing.

Moreover, the principle of witnessing in this verse can also be understood in a modern context as a form of verification or legalization of transactions. In modern legal systems, the function of witnesses is frequently replaced or reinforced by notaries, registrar officials, or other legal entities that ensure the validity of an agreement. Furthermore, when viewed from the perspective of *mu'āmalah* exegesis, this verse demonstrates that the Qur'an provides not only moral guidance but also offers practical principles applicable to the economic management of society (Febrianto & Masrury, 2022).

Consequently, it can be concluded that the primary *maqāṣid* of Q.S. Al-Baqarah [2]: 282 is to establish an economic transaction system that is transparent, just, and accountable. This verse reinforces that economic activities must not be detached from ethical values and social justice. The principles embedded within it were not only relevant at the time of revelation but continue to hold strong significance in facing the developments of modern economic systems. Through the lens of *mu'āmalah* exegesis, this verse can be understood as a normative foundation for building an economic system that is equitable and oriented toward collective welfare.

## Conclusion

Debt and credit transactions constitute a *mu'āmalah* practice that has existed since the pre-Islamic era, which at that time was frequently triggered by economic hardship and often accompanied by exploitative practices that disadvantaged the debtor. Islam subsequently reformed these practices through more equitable regulations, as emphasized in Q.S. Al-Baqarah: 282 concerning the importance of record-keeping, contractual justice, witnessing, and collateral in order to prevent future disputes. By utilizing the *ma'nā-cum-maghzā* approach, this verse can be understood contextually

through the analysis of its historical meaning, historical phenomenal significance, and dynamic phenomenal significance, thereby remaining relevant to the conditions of contemporary society. Furthermore, the principles of transparency and accountability in debt and credit transactions serve as core values that must be actualized within the modern economic system. Consequently, contemporary financial practices need to integrate these Qur'anic ethical values into their regulations and implementations. Future research directions may be focused on the application of the *ma'nā-cum-maghzā* approach across various contemporary financial instruments, such as Islamic fintech and digital financing systems.

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