

ISLAMIC LAW AND THE MANAGEMENT OF QURBAN SAVINGS: A CASE STUDY OF DARUL IHSAN MOSQUE, TUBAN

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Abstract

*The management of Qurban savings by the Darul Ihsan Mosque in Banjarworo Village, Bangilan District, Tuban Regency, has garnered attention. This is primarily because it originates from a non-financial, socially-oriented institution dedicated to facilitating Qurban participation for underprivileged communities. This study aimed to investigate the operational mechanisms of this Qurban savings program and assess its compliance with Islamic law. The research employed a qualitative approach utilizing field data (field research) with a descriptive-analytical nature, complemented by a normative-empirical perspective. Data collection involved observation, interviews, and documentation. The collected data were then analyzed using the Miles and Huberman model. The findings indicate that the practices of this Qurban savings program align with the principles of *wadī'ah yad al-amānah*, Fatwa DSN-MUI Number: 02/DSN-MUI/IV/2000 concerning savings, and the regulations outlined in KHES (Compilation of Islamic Economic Law). However, the study identified instances of default by participants due to delayed payments. Despite these challenges, the program genuinely reflects the objectives of *maqāṣid al-shārī'ah*, particularly concerning the preservation of wealth (*hifz al-māl*) and the preservation of religion (*hifz al-dīn*). Furthermore, it provides substantial social and spiritual benefits to the community.*

Keywords: Islamic Law, DSN-MUI Fatwa, Qurban Savings

Abstrak

*Fenomena pengelolaan tabungan kurban oleh Masjid Darul Ihsan Desa Banjarworo, Kecamatan Bangilan, Kabupaten Tuban menjadi perhatian karena berasal dari lembaga non-keuangan berbasis sosial yang bertujuan memfasilitasi masyarakat kurang mampu dalam berkurban. Penelitian ini bertujuan untuk mengetahui mekanisme pengelolaan tabungan kurban dan meninjau kesesuaianya dengan hukum Islam. Metode yang digunakan adalah pendekatan kualitatif jenis data lapangan (field research) dengan sifat deskriptif-analitis dan pendekatan normatif-empiris. Data dikumpulkan melalui observasi, wawancara, dan dokumentasi, serta dianalisis menggunakan model Miles dan Huberman. Hasil penelitian menunjukkan bahwa praktik tabungan kurban ini telah sesuai dengan akad *wadī'ah yad al-amānah*, Fatwa DSN-MUI Nomor: 02/DSN-MUI/IV/2000 tentang tabungan, dan regulasi KHES. Namun, ditemukan wanprestasi dari peserta karena keterlambatan setor. Meski demikian, program ini tetap mencerminkan *maqāṣid al-shārī'ah*, khususnya dalam aspek *hifz al-māl* dan *hifz al-dīn*, serta memberikan manfaat sosial dan spiritual bagi masyarakat.*

Kata kunci: Hukum Islam, Fatwa DSN-MUI, Tabungan Kurban



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INTRODUCTION

The social welfare of Muslim communities is not solely shaped by the role of the state and formal financial institutions, but is also significantly influenced by community-based religious institutions such as mosques.¹ Traditionally functioning as centers of worship, mosques have increasingly undergone a functional transformation into hubs of socio-economic empowerment, particularly for lower- and middle-income groups.² In the midst of growing economic pressures and widening access gaps to formal financial services, mosque-based innovations have become essential in facilitating religious practices that require financial preparedness, such as qurban (ritual sacrifice).

One notable innovation emerging from this transformation is the implementation of qurban savings schemes managed directly by mosques. These programs are designed not only to ease the financial burden associated with qurban but also to cultivate values of financial discipline, mutual cooperation (*gotong royong*), and social responsibility rooted in Islamic principles. Qurban itself carries profound spiritual and social significance. Performed annually from the 10th of Dzulhijjah through the days of *tasyriq*, it represents an act of worship that integrates ritual devotion with social solidarity.³ The Qur'anic command in Surah al-Kautsar [108]:2, which states:⁴

فَصَلِّ لِرَبِّكَ وَاخْرُجْ

Here's the meaning of the verse you provided: "*Therefore, perform prayer for your Lord and sacrifice.*"

This command highlights the urgency of *qurban* as a means of drawing closer to Allah SWT, and simultaneously, as a form of care and concern for the less fortunate (*dhuafa*).⁵ The financial capacity required for *qurban* often presents a significant obstacle for individuals wishing to perform this act of worship. Therefore, innovative breakthroughs are essential to offer viable solutions, creating substantial opportunities for those aspiring to sacrifice. Moreover, meticulous planning is crucial to enable the fulfillment of *qurban* with strong determination and grand aspirations, even when faced with the considerable cost involved.⁶ Thus, communities can realize

¹ Nadiah Aprillia et al., "Meningkatkan Kualitas Pelayanan Dan Manajemen Di Masjid An-Nur Permata Indah," *Jurnal Kajian Agama Dan Multikulturalisme Indonesia* 3, no. 4 (2024): 157.

² Ade Irza Zuliansyah et al., "Analisis Fatwa MUI Sumatera Utara Tentang Penjualan Kulit Hewan Kurban Di Kelurahan Pekan Tanjung Pura," *JSL: Jurnal Smart Law* 2, no. 1 (2023).

³ Ahmad Yani Ismail and Mohd Nor Mohd Hafiz Unus, "Menganalisa Hubungan Antara Pengembangan Wang Oleh Bank Dengan Kenaikan Harga Qurban," *Al-Mimbar: International Journal of Mosque, Zakat and Waqaf Management* 3, no. 1 (2023): 14.

⁴ Kemenag RI, "Surah Al-Kautsar Ayat 2," <https://quran.kemenag.go.id>.

⁵ Amzah et al., "Tinjauan Hukum Islam Terhadap Praktik Al-Qard Pada Pelaksanaan Arisan Kurban Di Dusun Sajingan Kecil Desa Semanga Kecamatan Sejangkung," *Lunggi: Jurnal Literasi Unggulan* 1, no. 2 (2023): 154.

⁶ Mayangsari Yuhana Putri and A'rasy Fahrullah, "Praktik Murabahah Hewan Qurban Pada Koperasi Syariah Al Abrar Surabaya Dalam Perspektif Ekonomi Islam," *Jurnal Ekonomika Dan Bisnis Islam* 5, no. 1 (2022): 1, <https://doi.org/10.26740/jekobi.v5n1.p160-171>.

aspects of life welfare as they are able to alleviate the grip of financial scarcity and maintain stable daily finances.⁷ With meticulous planning, *qurban* ceases to be merely an annual ritual; it transforms into an integral part of financial responsibility that must be well-managed. Consequently, the act of *qurban* can bring blessings to both individuals and communities.

From the perspective of Islamic law, these savings mechanisms fall within the domain of *mu'amalāt*, where contractual clarity (*akad*), mutual consent, transparency, and the protection of rights are essential elements. As articulated by Wahbah az-Zuhaylī, an *akad* is the binding of *ijāb* and *qabūl* in accordance with Sharia principles, producing legal consequences for the contracting parties.⁸ An *akad* comes into existence when two or more parties mutually commit themselves to a previously agreed-upon contractual obligation.⁹ Consequently, the management of *qurban* savings must be carefully examined to ensure that the contractual structure, particularly the type of *akad* employed, aligns with Islamic legal norms and avoids elements of *gharar* (uncertainty) or injustice that could invalidate the agreement.

Furthermore, the implementation of this *qurban* savings program also reflects the mosque's role as an adaptable communal empowerment institution that responds to the socio-economic dynamics of society. By positioning the mosque not merely as a place for ritual worship but also as a center for microfinance inclusion, the administrators demonstrate a tangible commitment to addressing economic disparities.¹⁰ The sustainability of this program provides a concrete example that religious institutions are capable of designing responsive internal mechanisms that support the financial stability of their congregants and strengthen bonds of ukhuwah (brotherhood/fellowship) through a spirit of mutual cooperation (*gotong-royong*).

Masjid Darul Ihsan, located in Banjarworo Village, Bangilan District, Tuban Regency, is one of the mosques that independently initiated a *qurban* savings program without involving formal financial institutions. This program significantly assists lower to middle-income communities who aspire to perform the *qurban* ritual. The program is managed by the mosque committee, who regularly receive deposits from savings participants according to their respective groups, following the guidelines provided by the *qurban* savings fund organizer. This initiative demonstrates creativity in empowering the mosque as a socio-economic institution for the community and as a

⁷ Nur Zaidah and Ahmad Musadad, "Analisis Penerapan Sharia Compliance Terhadap Kesejahteraan UKMK Bangkalan," *Prosiding Seminar Nasional Ekonomi Dan Bisnis 1 Fakultas Ekonomi Dan Bisnis Universitas Muhammadiyah Surabaya*, 2022, 53.

⁸ Ramli Semmawi, "Urgensi Akad Dalam Hukum Ekonomi Islam," *Jurnal Ilmiah Al-Syir'ah* 8, no. 2 (2010): 499, <https://doi.org/10.30984/as.v8i2.23>.

⁹ Isna Yunita and Rangga Suganda, "Interkoneksi Hukum Islam Dan Hukum Positif Pada Berakhirnya Kontrak (Akad) Dalam Hukum Bisnis Syariah," *Jurnal Ilmiah Ekonomi Islam* 9, no. 3 (2023): 2, <https://doi.org/10.29040/jiei.v9i3.11002>.

¹⁰ Nurkhozin S Hadi, "Inklusi Keuangan Dewan Ekonomi Masjid Indonesia Dalam Pemberdayaan Ekonomi Umat," *Jurnal An-Nahl* 9, no. 2 (2022): 88–95, <https://doi.org/10.54576/annahl.v9i2.58>.

form of " *iqmarah masjid*" (revitalization/flourishing of the mosque).¹¹ However, from an Islamic legal perspective, managing *qurban* savings requires contractual certainty (*akad*) and the protection of participants' rights. Without clear terms, there's a potential for *gharar* (uncertainty), which could invalidate the underlying contractual agreement.

Previous studies on *qurban* savings and Islamic financial practices have primarily focused on formal financial institutions or normative contractual analysis. For instance, research by Vais Kurniawati, Annikamah Farida, and Rita Rahmawati examined the application of *wadi 'ah* contracts in *qurban* savings products from a theoretical perspective,¹² while studies by Muhammad Ali and Ahmad Rizqie Alfauzie analyzed *qurban* savings mechanisms implemented by Islamic banking institutions using *mudārabah* contracts.¹³ While these studies provide valuable insights into Sharia-compliant financial instruments, they largely emphasize institutional banking contexts and do not sufficiently address **grassroots, mosque-based savings programs that operate outside formal financial systems.**

This research distinguishes itself by focusing on a **non-profit, community-managed *qurban* savings program implemented independently by Masjid Darul Ihsan in Banjarworo Village, Tuban Regency.** Unlike previous studies, this research adopts an empirical-normative approach to examine how Islamic legal principles are applied in practice within a mosque-based setting, including issues of contractual certainty, participant discipline, default (*wanprestasi*), and the realization of *maqāsid al-sharī'ah*. By situating the analysis within a local socio-religious context, this study highlights the interaction between normative Islamic law and everyday financial practices at the community level—an area that remains relatively underexplored in existing literature.¹⁴

Therefore, this study aims to critically examine the management of *qurban* savings at Masjid Darul Ihsan, assessing its compliance with Islamic legal principles not only in terms of formal contractual validity but also in relation to its ethical governance, social impact, and alignment with the objectives of Sharia. Through this focus, the research contributes to a deeper understanding of mosque-based financial practices and offers practical insights for the development

¹¹ Muhammad Yusuf Marlon Abdullah et al., "Pengimaranan Masjid Kariah Di Negeri Selangor Melalui Aktiviti Masjid," *International Journal of Mosque, Zakat and Waqaf Management (Al-Mimbar)* 2, no. 1 (2022): 41, <https://doi.org/10.53840/almimbar.v0ino.1.48>.

¹² Annikmah Farida et al., "Implementasi Akad Wadi'ah Pada Produk Simpanan Qurban: Study Pemikiran Muhammad Syafii Antonio," *Jurnal Tana Mana* 3, no. 1 (2022): 1–11, <https://doi.org/10.33648/jtm.v3i1.219>.

¹³ Muhammad Ali and Ahmad Rizqie Alfauzie, "Mekanisme Produk Tabungan Qurban Ib Menggunakan Akad Mudhorobah Mutlaqoh Pada Bank Btn Syariah Kcps Indramayu," *JSEF: Journal of Sharia Economics and Finance* 2, no. 1 (2023): 31–36, <https://doi.org/10.31943/jsef.v2i1.11>.

¹⁴ Nurhudawi Nurhudawi et al., "Akuntabilitas Dan Transparansi Pengelolaan Keuangan Masjid," *Jurnal Manajemen Dan Akuntansi Medan* 7, no. 1 (2025): 38–44, <https://doi.org/10.47709/jumansi.v7i1.5321>.

of sustainable, Sharia-compliant community empowerment models.

RESEARCH METHODS

This research was conducted at Masjid Darul Ihsan, located in Banjarworo Village, Bangilan District, Tuban Regency. The primary focus of this study is to describe the practices of *qurban* savings fund management at this mosque. This research aims to analyze the conformity of the *wadi'ah* (deposit) contract and the *qurban* savings fund management practices with Islamic law. This refers to DSN-MUI Fatwa No: 02/DSN-MUI/IV/2000 concerning savings, the Compilation of Sharia Economic Law (KHES) regulations related to *akad* validity, and the theory of *maqashid al-shari'ah*. The method employed in this research is qualitative, or field-based research.¹⁵ The researchers focused on in-depth theoretical development rooted in community life by building intensive interaction with parties involved in the management of *qurban* savings. This process is articulated through informant statements and the researchers' field notes, serving as primary material for analysis. Therefore, the researchers collected data directly from the *qurban* committee and *qurban* savings participants of Masjid Darul Ihsan in Banjarworo Village, Bangilan District, Tuban Regency. These individuals served as the objects of the research, allowing for an in-depth and comprehensive study of the *qurban* savings fund management practices.

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¹⁵ Zuchri Abdussamad, *Metode Penelitian Kualitatif*, cet. ke-1 (Syakir Media Press, 2021), 70.

¹⁶ Elvis F Purba and Parulian Simanjutak, *Metode Penelitian*, cet. ke-2 (Sadia, 2012), 19.

¹⁷ Depri Liber Sonata, "Metode Penelitian Hukum Normatif Dan Empiris: Karakteristik Khas Dari Metode Meneliti Hukum," *Fiat Justicia Jurnal Ilmu Hukum* 8, no. 1 (2014): 27.

RESULTS AND DISCUSSION

Qurban Savings Fund Management System at Masjid Darul Ihsan

History of *Qurban* Savings Fund Management at Masjid Darul Ihsan Tuban. The establishment of the *qurban* savings fund management program at Masjid Darul Ihsan Tuban, located in Banjarworo Village, Bangilan District, Tuban Regency, was prompted by a specific issue: during every Eid al-Adha, villagers would perform their animal sacrifices individually at their respective homes, leading to an uneven distribution of *qurban* meat. This program was founded in 2022 and has been operational for nearly four years to date. The initiative for this *qurban* savings program originated from a suggestion by a resident named Mr. Ali Ahmadi, who drew inspiration from a similar program at his hometown mosque in Gandri Village, Sedan District, Rembang Regency, Central Java. This idea was then brought to the mosque forum for an in-depth discussion by the mosque committee.

Based on explanations from the head of the *qurban* savings fund management committee, Mr. Chaninul Fuad, the program's implementation is divided into two groups based on contribution amount and savings duration: Group One (3-year duration): This group is for congregants who prefer to save with a lighter weekly contribution of IDR 20,000. This group of 21 members is further subdivided into three smaller groups, with each subgroup comprising 7 individuals. Group Two (1-year duration): This group is for congregants who wish to save IDR 50,000 per week, and it consists of 7 members.

Table 1. *Qurban* Savings Groups

Amount of <i>Qurban</i> Savings at Masjid Darul Ihsan, Banjarworo Village, Bangilan District, Tuban Regency	
Group 1 (Rp 20.000) Rp 20.000 X 156 Week X 21 Individuals (3 Years) Rp 65.520.000 21 Individuals : 3 Group X Rp 20.000 = Rp 21.840.000	Group 2 (Rp 50.000) Rp 50.000 X 48 Week X 7 Individuals (1 Years) = Rp 18.200.000

(Source: Primary data processed by the author, 2025)

Based on explanations from the head of the *qurban* savings fund management committee, this program system utilizes several methods, including:

1. Registration

Participants register through the *qurban* committee members. During registration, participants are asked to provide personal data including their full name, home address, contact phone number, and information about the savings group they wish to join.

2. Savings Process

Savings participants meet with the head of the *qurban* committee or the administration staff, who then record the deposit amount in the congregant's savings book and in the committee's application. Finally, participants receive proof of deposit in the form of a signature in their savings book from the officer

3. Reporting System

The reporting system operates by having participants regularly deposit their savings with the committee, who then record it in a savings card. Approximately 10 days before Eid al-Adha, the committee informs each participant group of their total savings amount. If a participant faces issues like unpaid arrears, serious illness, or long-distance travel, the committee offers two options: pay off the remaining balance or withdraw from the program. This withdrawal can mean either leaving the savings program entirely or simply being replaced within the group by another participant.

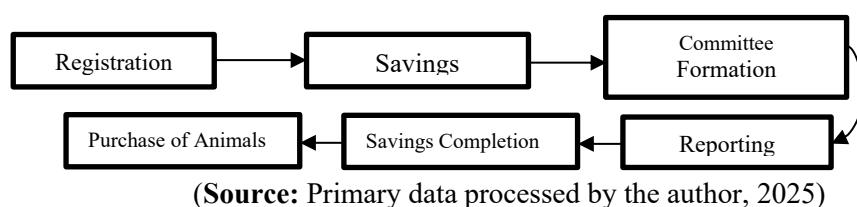
4. Savings Result

After the reporting is complete, the group of participants whose turn it is to perform *qurban* will be invited by the *qurban* committee, through their representative, to inspect the animal intended for sacrifice. If the group's funds are still insufficient, the deficit will be divided equally among the group members. Conversely, any surplus funds will be returned to each savings participant.

5. Administration

In managing the *qurban* savings, there are operational needs such as purchasing stationery, paper, tarpaulins, knives, machetes, and other equipment, extending through to the meat distribution phase. These operational costs are covered by participant contributions in the form of "wajir." This local term in the Tuban area refers to a voluntary service fee paid after completing a task. The amount of "wajir" varies depending on the type of sacrificial animal: IDR 100,000 per person for cattle and IDR 50,000 for goats. It's crucial to note that these "wajir" funds come from the participants' personal money, not from their *qurban* savings.

Picture 1. *Qurban* Savings Fund Management System



(Source: Primary data processed by the author, 2025)

6. Problem

During the implementation of the qurban savings fund management by Masjid Darul Ihsan in Banjarworo Village, Bangilan District, Tuban Regency, a primary challenge was identified in the financial aspect, specifically concerning participants' indiscipline in routinely depositing their savings every Friday. This irregularity leads to the risk of failed deposits as Eid al-Adha approaches. As a solution, the committee typically seeks substitute participants from other groups who are willing to continue and complete the remaining qurban savings installments. Furthermore, external factors like economic fluctuations also impact saving capacity, particularly during increases in basic commodity prices or the emergence of urgent needs. This situation results in difficulties in setting aside funds, delayed deposits, and even the accumulation of arrears.

Islamic Legal Analysis of the *Qurban* Savings Fund Management Program

Based on the preceding explanation, it can be analyzed that the management of qurban savings funds by Masjid Darul Ihsan, Tuban Regency, is conducted using a savings system. However, field findings indicate that the committee has not explicitly stipulated the type of muamalah contract used. When analyzed from its practice, the fund management aligns with the *wadī'ah yad al-amānah* contract, which is a deposit contract that fulfills its pillars (rukun) and conditions (shurut), and is not used for any purpose other than the purchase of qurban animals. In the concept of *wadi'ah*, the depositor has the right to withdraw the deposited funds at any time, as this contract is non-binding and can be cancelled at any moment without requiring the consent of the other party.¹⁸

The pillars (*rukun*) of the *wadi'ah* contract are essential elements in the process of executing a deposit contract within Islamic law. Where these pillars exist, the conditions for *muamalah* (Islamic transactions) must also be met.

The pillars of the wadiah contract include the following:¹⁹

1. The depositor (*muwaddī*) and the custodian (*wadī*) in this context, the subjects (*al-aqidain*) must be capable of bearing obligations and rights. Additionally, essential qualities must be present in these legal subjects, including being *aqil* (of sound mind), *tamyiz* (discerning), and *mukhtar* (acting by free will). This requirement for these specific attributes is a formulation by the *fugaha* (Islamic jurists), which serves as a crucial safeguard against default and fraud.²⁰

¹⁸ Wahbah Az-Zuhaili, *Fiqih Islam Wa Adilatuhu*, vol. 5, trans. Abdul Hayyie Al-Kattani (Gema Insani, 2011), 560.

¹⁹ Fitriana Syarqawie, *Fikih Muamalah*, cet. ke-1 (Aswaja Pressindo, 2015), 123.

²⁰ Umi Hani, *Buku Ajar Fiqih Muamalah*, cet. ke-1 (Universitas Islam Kalimantan Muhammad Arsyad Al Banjary, 2021), 38.

2. The deposited item (wadiah) must be something that can be stored. If the item cannot be stored for instance, if it's something alive like a bird in the air, or an object dropped in water its loss doesn't obligate replacement according to the Hanafiyah scholars. In contrast, Syafi'iyyah and Hanabilah scholars stipulate that the item must be considered to have value (mal) and be deemed beneficial.²¹
3. *Ijab* and *Qabul (sighat)* refer to the offer and acceptance, respectively. *Ijab* is a declaration of intent by one party to perform or refrain from an action. *Qabul*, on the other hand, is the acceptance or agreement to the other party's intent. Therefore, this declaration of *ijab* and *qabul* must be present in every contract (*akad*).²² The execution of *sighat* (offer and acceptance) must not contradict Sharia. If it does, the *sighat* from both parties wishing to form the agreement is considered invalid.

Here are the conditions for a wadiah contract:

1. Puberty (*Balig*): There are two main opinions regarding this condition. One view holds that if a person entering into a *wadi'ah* contract hasn't reached puberty, the contract is invalid.
2. Sanity (*Berakal*): A minor who hasn't reached discernment (*mumayyiz*) can enter into a *wadi'ah* contract if permitted by their guardian. However, an insane person is not permitted to form a *wadi'ah* contract. The majority of scholars agree that a sane person's actions when forming an agreement must be legally valid.²³
3. Intellect (*Cerdas*): Both parties involved in the contract must be intelligent to prevent fraud. A child who is discerning but cannot yet follow a guardian's instructions is still not permitted to engage in a *wadi'ah* transaction, either as a custodian (*wadīr*) or a depositor (*muwaddīr*).²⁴
4. The item must be clear, and the custodian (*wadīr*) must care for it properly. If the depositor (*muwaddīr*) entrusts the item without placing any contractual restrictions, it is permissible for the *wadi'* to hand it over to a trusted close acquaintance for safekeeping in a standard place. However, if the *muwaddī'* imposes conditions and limitations at the time of handing over the item, then the *wadīr* must store it personally.²⁵
5. The depositor (*muwaddīr*) provides the offer and acceptance (*sighat*) to the custodian (*wadīr*) through either verbal expression or actions that clearly convey the intent, provided both parties understand it. However, if the *wadīr* (custodian) accepts the offer from the *muwaddīr*

²¹ Prilla Kurnia Ningsih, *Fiqih Muamalah*, cet. ke-1 (RajaGrafindo Persada, 2021), 189.

²² Ningsih, *Fiqih Muamalah*, 188.

²³ Andi Intan Cahyani, *Fiqih Muamalah*, cet. ke-1 (Alauddin University Press, 2013), 83.

²⁴ Cahyani, *Fiqih Muamalah*, 84.

²⁵ Muhammad Abu Rivai, *Tabungan Wadiah Bank Syariah*, cet. ke-1 (Yayasan Muslim Plus, 2022),

(depositor) with the condition of requesting payment for safeguarding the deposited item, then the contract transforms into an *ijarah* (service contract).²⁶

The practice of managing *qurban* savings funds, when viewed from the perspective of DSN-MUI Fatwa No. 02/DSN-MUI/IV/2000 on savings, stipulates that the provisions applicable to savings products must conform to Sharia principles. In this context, the fatwa emphasizes that the management of savings funds must not contradict the agreed-upon contract nor contain elements of *riba* (usury), *gharar* (excessive uncertainty), or *maysir* (gambling). The fatwa itself outlines two types of savings:²⁷

1. Savings that are impermissible under Sharia principles, specifically interest-based savings.
2. Savings that are permissible under Sharia principles, namely those based on *mudharabah* and *wadiah* principles.

Here are the additional characteristics of *wadi'ah* savings as outlined in DSN-MUI Fatwa 02/DSN-MUI/IX/2000 on savings:

1. Nature of Deposit: Savings products gather funds as deposits from the surplus public and distribute them through a financing system to the deficit public.²⁸
2. Withdrawability (On Call) or by Agreement: Deposit-based savings are products where customers provide a sum of money or valuables for safekeeping under the *wadi'ah* principle. Therefore, the recipient cannot claim ownership but must safeguard the item and ensure its return as agreed upon, or in urgent situations requiring its retrieval by the owner.²⁹
3. No Stipulated Returns: There should be no stipulated returns, except for voluntary gifts ('*qataya*) from the bank. This point of the fatwa clarifies that deposit-based savings mean neither the depositor is obligated to provide the custodian with a return, nor is the custodian obligated to offer a return to the depositor, even if the deposited item has been managed commercially.

The implementation of the *qurban* savings at Masjid Darul Ihsan, Banjarworo Village, Bangilan District, Tuban Regency, needs to be reviewed for its compliance with Sharia legal principles, as stipulated in the Compilation of Sharia Economic Law (KHES). KHES aims to accommodate Islamic values in financial transactions, including wadiah based savings activities. According to Article 20 paragraph (1) of KHES, an *akad* (contract) is an agreement between two or more parties to perform or refrain from a specific legal act.³⁰ In the context of *qurban* savings,

²⁶ Rivai, *Tabungan Wadiah Bank Syariah*, 4.

²⁷ Dewan Syariah Nasional, *Fatwa DSN-MUI No:02/DSN-MUI/IV/2000 Tentang Tabungan* (Jakarta, 2000), 3.

²⁸ Sherlly Rahmadania Sukma et al., *Manajemen Dana Perbankan Syariah*, cet. ke-1, no. November (Get Press Indonesia, 2024), 1.

²⁹ Tri Inda Fhadila Rahma, *Perbankan Syariah I* (Universitas Islam Negeri Sumatera Utara, 2019), 67.

³⁰ Pusat Pengkajian Hukum Ekonomi Syariah (PPHIM), *Kompilasi Hukum Ekonomi Syariah*, ed. M. Fauzan (Jakarta, 2023), 15.

the contract (*akad*) is formed between the committee and the participants. They agree to save funds for a specific period to purchase *qurban* animals. This particular contract falls under the *wadi'ah* contract, as stipulated in Article 20 paragraph (17) of the Compilation of Sharia Economic Law (KHES). Essentially, it's a deposit where funds are entrusted by the owner (the participant) to the mosque committee as the custodian.³¹ However, in practice, it's been found that some participants aren't consistent in fulfilling their weekly savings obligations. This indicates a weak application of the principle of good faith and a potential for default.³² This situation can lead to the contract becoming *fasad* (corrupted or voidable). As stated in Article 28 paragraph (2) of KHES, this occurs when a contract fulfills its pillars (*rukun*) and conditions (*shurut*) but contains an element that invalidates it due to considerations of *maslahat* (public interest or benefit).³³ The *maslahat* (public interest or benefit) referred to here includes situations such as illness, death, or economic problems, which allow participants to withdraw without coercion. Thus, the committee has a legal basis to accept the withdrawal of participants who face fundamental obstacles.

Article 1338 of the Indonesian Civil Code (KUHPerdata) reinforces the provisions found in KHES, stating that every lawfully concluded agreement serves as law for the parties involved.³⁴ This article also mandates that the execution of an agreement must be carried out in good faith, meaning honesty in fulfilling obligations. A breach of the contract's terms can be categorized as default (*wanprestasi*), which is a failure to fulfill agreed-upon obligations. Forms of default that may occur include: complete non-performance, imperfect performance, delayed performance, or violation of contractual prohibitions.³⁵ However, default isn't automatically categorized as a legal violation if there's a justifying reason present. This includes situations like *overmacht* (force majeure) or if the committee, as the aggrieved party, has already issued a *somasi* (formal notice). This *somasi* serves as an official notification for the participant to fulfill their contractual obligations.

Managing *qurban* savings at Masjid Darul Ihsan in Banjarworo Village, Bangilan District, Tuban Regency, can be analyzed through the lens of *maqāṣid al-shārī'ah* (the objectives of Islamic law), specifically in fulfilling two aspects of *al-ḍarūriyyāt* (the essentials).³⁶ *Hifż al-dīn* (preservation of religion) and *hifż al-māl* (preservation of wealth) are the two aspects. First, concerning *hifż al-dīn*, the *qurban* savings program contributes to strengthening the religious and

³¹ Pusat Pengkajian Hukum Ekonomi Syariah (PPHIM), *Kompilasi Hukum Ekonomi Syariah*, 17.

³² Pusat Pengkajian Hukum Ekonomi Syariah (PPHIM), *Kompilasi Hukum Ekonomi Syariah*, 20–22.

³³ Pusat Pengkajian Hukum Ekonomi Syariah (PPHIM), *Kompilasi Hukum Ekonomi Syariah*, 23.

³⁴ Pemerintah Republik Indonesia, *Kitab Undang-Undang Hukum Perdata (KHUPerdata)* (n.d.).

³⁵ Aditya Fadli Turagan, “Pelaksanaan Perjanjian Dengan Itikad Baik Menurut Pasal 1338 Kuhperdata,” *Lex Privatum* VII, no. 1 (2019): 49.

³⁶ Muhammad Syukri Albani Nasution and Rahmat Hidayat Nasution, *Filosafat Hukum Islam Dan Maqashid Syariah*, cet. ke-1 (Prenada Media, 2020), 58.

spiritual values of Muslims. This program not only makes it easier for the community to perform qurban but also fosters a spirit of gratitude and deters ingratitude, thereby supporting the preservation of the community's religious dimension. This underscores the existence of Islam as a fundamental system of belief and values in human life. In Islam, faith in Allah SWT and adherence to His commands are the primary pillars of a Muslim's spiritual life. Therefore, Sharia laws consistently include injunctions to uphold ibadah mahdhah (pure acts of worship) as a manifestation of obedience to Allah SWT.³⁷ Second, from the perspective of *hifz al-māl* (preservation of wealth), the principles of fund management demand transparency, accountability, and trustworthiness (*amanah*) in their implementation.

Collecting *qurban* funds needs a system that is orderly, accountable, and includes Sharia oversight from competent parties. Transparency and meticulous record-keeping are key indicators of public trust in mosque management. Therefore, Islamic law strictly prohibits all forms of speculative, manipulative, and harmful transactions, such as *riba* (usury), *gharar* (excessive uncertainty), fraud, and theft.³⁸ Islam also acknowledges and safeguards individual property rights, while encouraging the use of wealth in accordance with Sharia. Therefore, even though *qurban* savings funds are collected by a mosque institution, they must be administratively separated from other mosque funds. This prevents misuse or legal ambiguity. This aligns with the *mu'āmalah* principle, which demands clarity in contracts and the protection of fund owners' rights. In practice, the management of *qurban* savings at Masjid Darul Ihsan demonstrates two primary indicators of success: the level of congregational trust in the management, and the conformity of governance with Islamic legal principles.

CONCLUSION

The *qurban* savings program at Masjid Darul Ihsan in Banjarworo Village, Bangilan District, Tuban Regency, operates on a weekly group payment system. There are two savings groups: the first has 21 members contributing Rp 20,000 per week, and the second has 7 members contributing Rp 50,000 per week. Deposits are made every Friday. If a participant withdraws or if there's a surplus of funds after purchasing the *qurban* animals, the excess funds are returned to the participants. Any administrative costs incurred during the slaughter, such as payments to the committee, are considered '*atāyā*' (voluntary contributions) from the participants.

Overall, this management mechanism largely aligns with the *wadī'ah yad al-amānah* contract principles, as regulated by DSN-MUI Fatwa No. 02/DSN-MUI/IV/2000 on savings and

³⁷ Khairiah Elwardah and Muhammad Ilham, *Underwriting Pada Asuransi Jiwa Syariah Dalam Perspektif Maqashid Syariah*, cet. ke-1 (Yayasan Barcode, 2021), 47.

³⁸ Sutisna et al., *Panorama Maqashid Syariah*, cet. ke-1 (Media Sains Indonesia, 2021), 173.

the Compilation of Sharia Economic Law (KHES). However, in practice, there have been contractual breaches in the form of default (*wanprestasi*), particularly from participants who don't fulfill their weekly savings obligations on time. This indicates a weak application of the principle of good faith, as stipulated in Article 21 of KHES, leading to the occurrence of a fasad (corrupted/voidable) contract, as outlined in Article 28 paragraph (2) of KHES. Nevertheless, this qurban savings program reflects the application of *maqāṣid al-shari‘ah* (objectives of Islamic law), especially in the aspects of *hifz al-māl* (preservation of wealth) and *hifz al-dīn* (strengthening religious values). Therefore, this program is not only legally valid under Islamic law but also holds significant social and spiritual value in empowering the community and fostering the spirit of qurban. Islam recognizes and protects individual property rights, encouraging the use of wealth in accordance with Sharia. Consequently, qurban savings funds, even when collected by a mosque institution, must be administratively separated from other mosque funds. This is crucial to prevent misuse or legal ambiguity.

SUGGESTIONS and RECOMMENDATIONS

Here are the recommendations and suggestions for future research based on the findings:

1. Formalizing the Contract (*Akad*) in Writing and Verbally: It's crucial to have a clear, written agreement between the committee and participants, explicitly referencing the *akad*. This ensures all parties understand their rights and obligations, preventing misunderstandings that could potentially invalidate the contract.
2. Enhancing Education and Literacy: Regular workshops and educational sessions for participants are vital. These should emphasize the importance of good faith, timely deposits, and the legal implications of default (*wanprestasi*). This will help ensure the savings system operates more disciplined and adheres to Sharia principles.
3. Developing an Annual Qurban Savings Program: To reach a broader community and ensure the program's sustainability, the mosque could explore implementing a long-term savings system. This system should offer flexible contribution amounts to accommodate varying financial capacities of participants.

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