
THE IMPLEMENTATION OF *WADI'AH* CONTRACT ON NUSA SAVINGS PRODUCTS ACCORDING TO DSN FATWA NO. 02/DSN-MUI/IV/2000

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ABSTRACT

The Implementation of *Wadi'ah* Contract on Nusa Savings Products According to DSN Fatwa No. 02/DSN – MUI /IV/2000 at BMT Nurussa'adah Pekalongan Islam encourages a muslim to save, because by saving means a muslim prepares himself for the implementation of future planning as well as for dealing with unexpected things. This study has discussed the whether the implementation of *Wadi'ah* contract on Nusa Savings product is in accordance with the pillars and conditions of the *Wadi'ah* contract in Islamic syari'at and in the provisions of the DSN MUI Fatwa No.02 DSN-MUI/IV/2000 Concerning Savings. The study aims to determine how the implementation process of *Wadi'ah* contract is, starting from registration and administration process, the deposit and withdrawal, and how the contract ends and conformity with Islamic law and the provisions of the Fatwa DSN MUI No. 02 DSN-MUI/IV/2000 Concerning Savings. The method was quantitative study with descriptive analysis. Collecting data method used documentation and direct interview with operational management of BMT and the consumers of Nusa Savings to obtain data source as a whole. The implementation of *Wadi'ah* at BMT Nurussa'adah Pekalongan technically and the sharia concept is in accordance with the DSN MUI Fatwa No.02 DSNMUI/ IV/2000 Concerning Savings. In implementing this contract, it is in accordance with the pillars and sharia in Islam.

Keywords: BMT Nurussa'adah, Fatwa DSN MUI No.02/DSNMUI/IV/2000, *Wadi'ah*

INTRODUCTION

Syari'ah Financial Institution is a financial institution whose operational principles are based on Islamic sharia principles. The operational of this Islamic financial institution must avoid usury, gharar and maisir. These things are strictly forbidden and have been explained in Al-Quiran and Al-Hadith. The main goal of establishing an Islamic financial institution or syari'ah is to intuitively carry out God's commandments in the economic field and mu'amalah as well as freeing Islamic society from activities that are prohibited in Islam (Mardani 2017).

(Mardani 2017b) The function of an Islamic financial institution has three main functions, the first of which is to collect public funds, the second is to distribute funds to the public who need funds, and the third is to provide services in the form of Islamic banking services.

One of the Sharia Financial Institutions, namely BMT (Baituil Maal wat Tamwil) is an informal Islamic financial institution with a financial orientation (profit orientation). The main activity of this institution is to collect funds from the community in the form of savings/savings and channel it through the financing of productive community businesses and to achieve it in accordance with the sharia economic system (Prof. Ahmad Rodoni 2008).

According Fatwa DSN NO: 02/DSN-MUI/IV/2000 One of the products for raising funds from the public is savings, namely savings funds whose withdrawal can only be made according to certain conditions that have been agreed upon. There are two types of tabooing according to the DSN Fatwa, the first of which is tabooing which is not permitted according to the Shari'ah, namely tabooing based on interest calculations, the second is tabooing which is based on the principles of *wadi'ah* and *muidharabah*.

According to Hidayatuillah (2012) Savings based on a wadi'ah contract are entrusted with a portion of the assets owned by the customer which must be guarded and returned according to the agreement between the customer and the bank, savings based on mudharabah in this transaction the customer acts as a shahibul mal or the owner of funds and the bank acts as a mudharib or fund manager to carry out various types of businesses that do not conflict with sharia principles.

Table 1. Comparison of *Wadi'ah Akad* Savings and *Mudharabah Akad* Savings

No	Comparison	<i>Wadi'ah</i>	<i>Mudharabah</i>
1	nature of funds	Deposit	Investasi
2	Withdrawal	can be done at any time	only done at certain times
3	Inseitive	bonuses if any	profit sharing
4	Capital return	Guaranteed 100% refund	Not guaranteed 100% refund
5	Administrative costs	No	Yes

Source: Abdurahman Karim 2004:89

Based on the table above, the *wadi'ah* savings contract has the advantage that there are no administrative costs, the balance of the *wadi'ah* savings will not decrease, so you will not feel worried, by using a *wadi'ah* contract, you can withdraw money at any time when needed.

Nusa Savings uses a *wadi'ah* contract where the *wadi'ah* contract is a deposit contract and the bank does not have the obligation to share the proceeds from the said deposit of funds. Because a *wadi'ah* contract is a voluntary contract, there is no profit for the customer. As a substitute, the bank will give a bonus that goes directly to the customer's checking account. Some fundraising products are based on the *wadi'ah* principle and the amount of the bonus is not determined in advance. In the Fatwa of the National Sharia Council, provisions regarding *wadi'ah* savings are stipulated as follows: (1) Savings in nature; (2) Deposits can be taken at any time or according to agreement; (3) No compensation is required, except in the form of voluntary payments from the bank.

The purpose of this research is to find out whether sharia finance is obligatory to be bound by sharia provisions. In this case, namely the MUI National Sharia Deiwan Fatwa.

LITERATURE REVIEW

Baitul Maal Wat Tamwil (BMT)

Definition of BMT

Baitul Maal wat Tamwil (BMT) is a private financial institution where the real capital comes from the public. This institution does not receive any subsidies from the government. Therefore, the existence of BMT is on the same level as a cooperative which operates according to sharia principles (Amiruidin, 2009: 43).

Baitul Maal wat Tamwil (BMT) is a financial institution that has a socio-religious orientation where its main activity is to facilitate social distribution of community assets based on the intuition that has been established by the Al-Qur'an and Sunnah Rosuil because it is socially-religious, it cannot be manipulated for the sake of interest for business or looking for intuition (profit). BMT has the basis of people's economic activities with the same philosophy, namely from members and from members (Amiruidin, 2009: 44).

Some of the background ideas and characteristics of BMT can be described as follows: (Karina, 2017) (1) Some people are considered unbankable, so it is difficult to get funding, even if there is a supply of funds it is expensive; (2) The aim is to develop Muslim community businesses through mosques and the surrounding community; (3) Cooperative legal body; (4) Objective aims to provide cheap and fast funds to balance business for its

members; (5) The principles and mechanisms are almost the same as Islamic banking, only the scale of production and the amount of payments are limited.

Functions of Baitul Maal Wat Tamwil (BMT)

BMT has the function of including (Ismail, 2011: 76-77) Funding (collecting funds), namely collecting funds from the public. Funds from the community are deposited and will be kept by the BMT. There are also types of fundraising products owned by *Baituil Maal Wat Tamwil*, such as:

Savings

Savings according to the Banking Law Number 10 Year 1998 are deposits whose withdrawal can only be made according to certain conditions that have been agreed upon, but cannot be withdrawn by cash, bilyeit giro, or other means.

Deposito

Deposits are investment funds placed by customers who do not conflict with Sharia principles and withdrawals cannot be made at any time but can only be made at the specified time, in accordance with the agreement made between the bank and the investor. Deposito meinuiruit Sharia Banking Act No. 21 of 2008 is an investment of funds based on mudharabah or other contracts that do not conflict with sharia principles, which withdrawals can only be made at the right time based on an agreement between the depositor and the sharia bank and/or Uinit Usaha Sharia (UiUIS). The timeframe for these term deposits varies, such as: 1 month, 3 months, 6 months, 12 months and 24 months.

Giro

Current accounts according to the Sharia Banking Act No. 21 of 2008 are deposits based on a wadiah contract or other agreements that do not conflict with sharia principles, where withdrawals can be made at any time by using ceik, bilyeit giro, other payment orders, or with a book transfer order. In the fatwa of the National Sharia Council No. 01/DSN-MUI/VI2000 states that demand deposits are savings funds whose withdrawals can be made at any time by means of cash transfers, bilyeit giro, advice from other payment orders, or with a transfer of funds.

Lending (disbursement of funds), namely channeling funds to the public in the form of financing carried out by sharia financial institutions. the distribution of funds can basically be done through: (1) The principle of profit sharing is based on the Muidharabah and Muisyarakah contracts; (2) The jual beili principle is based on the Muirabahah, Istishna, and Salam contracts; (3) The principle of rent meinyeiwa is based on a qardh contract (4) Services. These services include transfer services, payments, L/C issuance and collection.

Saving

According to Law no. 21 of 2008 concerning Sharia Banking which states that, savings are deposits based on wadi'ah or investment of funds based on mudharabah contracts or other contracts that do not conflict with sharia principles whose withdrawal can only be made according to certain agreed terms, but cannot be withdrawn lightly, bilyeit giro or other equivalent tools.

Fatwa Deiwan Syari'ah Nasional No: 02/DSN-MUI/2000 stipulates that there are two types of savings, namely savings that are not allowed according to Shari'ah, namely savings that are based on interest calculations, the two types of savings that are allowed, namely, savings based on the principle of Mudharabah and Wadiah.

Wadi'ah

Definition of wadi'ah

In language, wadi'ah can be interpreted as leaving or depositing. In terms of terms, wadi'ah is something that is entrusted by one party (owner) to another party to be looked after. (Antonio, 2011: 103) wadi'ah is a pure deposit from one party to another, either an individual or a legal entity that must be maintained and returned at any time if the initiator wants to.

So wad'ah is a deposit, namely a contract that is made by someone to another party by entrusting an object to be looked after properly.

According to Ismail, 2011 In general, there are two types of wadi'ah: wadi'ah yad al-amanah and wadi'ah yad al-dhamanah.

Wadi'ah yad al-amanah

Wadi'ah yad al-amanah are items deposited that cannot be used or used by those who receive the items entrusted. If the owner asks for the item that was entrusted to him at any time, then the item must be returned in its entirety, both in value and physically.

Wadi'ah yad al-dhamanah

Wadi'ah yad ad-dhamanah are goods deposited that can be used or used by the person who received the item for safekeeping, with the condition that the person who received the item for safekeeping must take care that the item for safekeeping is not lost or damaged. If after using the entrusted item the person in storage gains a profit, then all of the said profit becomes his. As a reward for the owner of the goods, the depositor can give some kind of incentive or bonus that is not required beforehand. (Shafira, 2020).

Pillars of Wadi'ah

According to Hanafiah, there is only one pillar of wadi'ah, namely consent and qabul. Meanwhile, according to the majority of scholars, there are four pillars of wadi'ah: (1) Goods deposited (wadiyah); (2) People who deposit (mudi' or muwaddi'); (3) The person who receives the deposit (young' or mustawda'); (4) Ijab Qabul (sighat).

Wadiyah Terms

The conditions for wadi'ah are related to the pillars mentioned above, namely the terms of the entrusted beinda, the conditions of sighat, the conditions for the person deposited and the conditions for the person entrusted (Ahmad Wardi Muslich, 2011: 87-89).

Requirements for a Deposited Beinda The requirements for a deposited deposit are as follows: (1) The thing that is deposited is required to be something that can be stored. If the object cannot be kept, such as a bird in the air or a object that has fallen into the water, then the wadi'ah is invalid so that if it is lost, it is not obligatory to replace it. This condition was put forward by the Hanafiyah scholars (2) Syafi'iyah and Hanabilah require that the person who is entrusted with the deposit must be one who has value (qimah) and is seen as a mall, even though it is unclean. Like a dog that can be used for hunting, or to maintain security. If such a woman has no value, like a dog that has no use, then wadi'ah is invalid.

The condition of the person who deposited (Al-Mudi') are as follows: (1) Intelligent, With that in mind, wadi'ah is not valid for insane people and children who have not made sense; (2) Baligh, this condition was stated by Syafi'iyah. Accordingly, according to Syafi'iyah, wadi'ah is invalid if it is carried out by a child who has not yet reached the age of maturity). But according to Hanafiah, baligh does not become a condition for wadi'ah so that wadi'ah is legal if it is carried out by a mumayyiz child with the consent of his guardian or his washiy.

Conditions for the person being entrusted (A-Youth')

The conditions for the entrusted person (young') are as follows: (1) Intelligent wadi'ah from insane people and minors is not valid. This is because the legal consequence of this contract is the obligation to protect assets, while an unreasonable person is unable to protect the items entrusted to him; (2) Baligh, this requirement was put forward by the majority of scholars. However, Hanafiah does not make baligh a condition for the person being entrusted, but rather that she is already mumayyiz.

Wadi'ah Legal Basis

The basis of sharia and provisions regarding wadiyah certificates of Indonesian banks are regulated in the fatwa of the National Sharia Council number 36/DSN-MUI/X/2002

regarding wadiah certificates of Indonesian banks dated October 23, 2002, wherein the said fatwa as part of sharia principles, word of Allah SWT QS An-Nisa (4): 58

Meaning: *"Indeed, Allah orders you to convey the message to those who are entitled to receive it, and (orders you) when establishing laws among people so that you determine them fairly. Verily, Allah has given you the best teaching. Truly Allah is All-Seeing, All-Seeing (Al-Qur'an and Translation).*

Meaning: "carry out the mandate to the person who gave the mandate to you and do not betray the person who betrayed you

Wadi'ah in the Fatwa of the MUI National Sharia Council

The wadi'ah contract used by the Sharia Financial Institution is currently regulated in the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN MUI). In the MUI DSN Fatwa 01/DSN-MUI/IV/2000 the provisions of the wadi'ah contract are as follows: (1) Has the nature of savings. Savings based on wadi'ah are deposits in a bank that uses a wadi'ah (deposit) contract. That is, here the customer acts as a tipper (muwadi) who entrusts his funds to the entrusted party/bank; (2) Deposito can be withdrawn at any time (on call) or based on agreement. In savings based on a wadi'ah contract, the bank is obliged to return the funds deposited if the customer needs it at any time and the bank is fully responsible for the use of said funds; (3) There is no reward required, except in the form of a payment (athaya) which is voluntary on the part of the bank.

METHODS

This research uses a qualitative approach. The implementation time lasted for six months and took place at BMT Nurussa'adah Pekalongan, Jalan Abdullah Sambreijo Tirto, Pekalongan Regency. Research subjects are Administration and Accounting sections along with customers. The data collection technique uses data triangulation which consists of observations, interviews and documentation. For data analysis techniques in conducting this research, the author understands that it is more important than ever to apply wadi'ah contracts to domestic savings products at BMT Nurussa'adah Peikalongan. Then the writer collects data related to domestic savings products and this data is obtained from the results of interviews.

RESULTS

BMT Nurussa'adah Pekalongan has a savings product called Nusa savings. This savings product applies a savings system with a wadi'ah yad dhalmanah contract. With this agreement, BMT Nurussa'adah can utilize the assets of BMT members. Nusa Savings, namely savings intended for anyone who will save, both for you as an individual and as a legal entity. The minimum initial deposit is IDR 25,000. With a ball pick-up system, it makes it easy for members to make back transactions in deposits and withdrawals. The pick-up system is implemented to make it easier for members to save money because not all members have enough free time to come to the office.

DISCUSSION

What is The Form Of Domestic Savings, Is It In Accordance With The DSN-MUI Fatwa No. 02/DSN-MUI/IV/2000

This domestic savings product at BMT Nurussa'adah Pekalongan uses a wadi'ah contract. A wadi'ah contract is a wadiah (entrusted) contract. Something deposited, here means money that must be guarded. The type of wadi'ah used is wadiah yadh adh-dhamanah, which is a safekeeping contract where the bmt can use the money and simultaneously use the customer's deposited funds and return the deposited funds at any time when the customer needs it. Or in other words, there is an agreement to maintain property by means of safekeeping the property of a person or institution (muwaddi) to another person or

institution (mustawda) where it is permissible to use the deposited property for business or business purposes by the person entrusted with or without permission the person who entrusted the property (Ahmad Dahlan: 2007, p. 139).

In this contract, the recipient of the deposit must be responsible for loss or damage to the goods or money deposited. The depositor gets a guarantee for the security of his property. However, as both the recipient of the deposit and the party who has used the funds, it is not prohibited to provide some kind of incentive in the form of a bonus for the deposit, provided that the conditions are not pre-conditioned, and the amount is not set in nominal or percentage terms, but is truly at the discretion of the party receiving the deposit (Ascarya, 2004:41).

Can Deposits Be Withdrawn At Any Time Or According To The Agreement in Accordance With DSN-MUI Fatwa No. 02/DSN-MUI/IV/2000

The contract used is a wadiah (deposit) contract. Something deposited, here means money that must be guarded. The type of wadi'ah used is wadiah yadh adh-dhamanah, which is a safekeeping contract in which the bmt can use the money as well as use the funds deposited by the customer and can be collected by the customer at any time. Nusa Savings is a daily saving, not a term savings account, so it can be taken at any time for deposit and withdrawal procedures. There are two ways, the first is that customers can come directly to the office through the teller, and the second is by picking up the ball, our marketing team is down. directly to the homes of customers to make deposits and withdrawals.

In BMT Nurussa'adah, the BMT is willing to accept deposits from customers, because these funds have fulfilled the pillars and conditions in carrying out a wadiah contract, namely by having: (1) Muwaddi (depositor), that is, the owner of the property is a customer; (2) The recipient, namely the recipient of the assets, is the BMT Nurussa'adah Pekalongan; (3) Assets, namely in practice the customer's assets deposited in the form of money applied in the form of savings; (4) Sighat (qabul consent), which is a handover ceremony between the customer and the BMT Nurussa'adah Pekalongan which is practiced by the customer filling out the form for opening a Nusa Savings account and then reading the general provisions applied by the BMT Nurussa'adah Pekalongan.

Is There No Compensation Required, Except In The Form Of Voluntary Giving From The Bank In Accordance With DSN-MUI Fatwa No. 02/DSN-MUI/IV/2000

BMT Nurussa'adah Pekalongan can provide bonuses to customers, but giving these bonuses is done voluntarily without coercion by the BMT and is not determined at the beginning of the contract, from the BMT it does not say what percentage of the bonus will be given, it's just that the bonus is in the form of a nominal amount that goes directly to the customer's account, and is not fixed every month. The Nusa Savings bonus is intended for all customers with a minimum balance of Rp. 100,000,- which can be obtained every month and directly into the account of the customer concerned. The nominal amount of the bonus is based on the income obtained by the BMT from the use of deposited money using the wadi'ah yad dhamanah contract.

CONCLUSION

Based on the results of the study entitled "Implementation of Wadi'ah Contracts for Nusa Savings Products according to DSN Fatwa No 02/DSN-MUI/IV/2000 at BMT Nurussa'adah Pekalongan", the researchers concluded as follows: (1) Nusa Savings Products at BMT Nurussa'adah Pekalongan are in accordance with DSN-MUI Fatwa No. 02/DSN-MUI/IV/2000, in the first point, namely savings. Nusa Savings is one of the savings products at BMT Nurussa'adah Pekalongan where the customer is the depositor and the bank is the depositor. This is evidenced by the customer opening a Nusa savings account at BMT Nurussa'adah using a wadi'ah contract; (2) The Nusa Savings product at BMT Nurussa'adah Pekalongan is in accordance with DSN-MUI Fatwa No. 02/DSN-MUI/IV/2000, in the second point, savings can be withdrawn at any time (on call) or based on an agreement. In these savings, BMT utilizes and uses the customer's deposited funds for various legal business interests and the bank returns the deposited funds whenever the

customer needs it. Deposits can be made by picking up the ball or the BMT coming directly to the customer's location without the need for the customer to come in person. to BMT, but customers are also welcome to make deposits and withdrawals at any time; (3) As for the Nusa Savings product at BMT Nurussa'adah Pekalongan, it is in accordance with DSN-MUI Fatwa No. 02/DSN-MUI/IV/2000 in the third point, namely that there is no required compensation, except in the form of voluntary gifts ('ataya) from the bank. BMT Nurussa'adah Pekalongan can provide bonuses or prizes to customers, but giving these bonuses is done voluntarily without any coercion by the BMT.

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