



**ZICONS:**

**Zawiyah International Conference on Sharia and Legal Studies**

Vol. 1. (January–December 2025): h. 676-696

<https://jurnal.pematik.id/index.php/zicons>

## **Comparison of the Concepts of Ta'widh and Ta'zhir in the Application of Late Fees on Sharia Cards Based on the Fatwa of the DSN-MUI.**

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### **Article Info**

#### **Article history:**

Received Nov 17, 2025

Accepted Des 29, 2025

Publish Des 30, 2025

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#### **Keywords:**

Ta'widh

Ta'zhir

Syariah Card

Fatwa f the DSN MUI

Late Charge

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### **ABSTRACT**

*The issue of late charges on Islamic credit cards has become a significant concern in maintaining compliance with Sharia principles, particularly in distinguishing between compensation for actual losses (ta'widh) and moral sanctions (ta'zhir). This study aims to analyze and compare the concepts of ta'widh and ta'zhir in the application of late payment charges on sharia card products in Indonesia, based on DSN-MUI Fatwa No. 43 of 2004 concerning Compensation and DSN-MUI Fatwa No. 17 of 2000 concerning Sanctions for Able Customers Who Delay Payments. This research employs a normative-comparative legal method with a deductive approach and qualitative analysis of primary legal materials, including DSN-MUI fatwas, OJK regulations, and policies of Islamic financial institutions. The findings reveal that ta'widh functions as compensation for proven actual losses and constitutes the right of financial institutions, while ta'zhir serves as a moral sanction, the proceeds of which must be allocated to social funds. The study underscores the importance of distinguishing between these two concepts to ensure Sharia compliance and to establish a fair and proportional sanction system in the practice of Islamic card operations.*

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## INTRODUCTION

The capitalization and development of Islamic financial institutions in Indonesia have exhibited significant dynamics in line with the increasing complexity of modern financial service demands, both in terms of product innovation and consumer behavior. Industry data indicate that national Islamic financial assets reached IDR 2,972.94 trillion as of June 2025, growing at a faster rate than conventional banking and reflecting an expanding market share of Islamic finance within the domestic financial sector. This growth has been supported by the expansion of new sharia-compliant products, including the *Syariah Card* (Islamic credit card), which functions as a non-cash payment instrument designed in accordance with Islamic principles and free from *riba*. Amid this trend, the use of *Syariah Card* products has increased substantially. Financing realization for Bank Mega Syariah's *Syariah Card*, for instance, rose by 130% year-on-year to IDR 222.06 billion as of September 2025, accompanied by a sharp increase in the number of cards issued compared to the previous period (Galih Pratama, 2025). Similarly, the number of *Syariah Card* holders at Islamic banking units such as CIMB Niaga Syariah has reached hundreds of thousands and is projected to continue growing through the end of 2025 (Selvi Mayasari, 2025a). This expansion reflects a growing public preference for payment instruments that combine transparency, transactional convenience, and conformity with sharia principles.

Nevertheless, the expansion of *Syariah Card* usage has also generated critical issues related to sharia compliance, particularly concerning the imposition of late payment charges (*late charges*) when customers delay settlement of their obligations. This issue is crucial because, although *Syariah Card* products are structured upon sharia contracts such as *kafālah*, *qardh*, and *ijārah* (Fatwa Dewan Syariah Nasional NO: 54/DSN-MUI/X/2006 Tentang SYARIAH CARD, 2006), there remains conceptual and practical ambiguity in distinguishing between *ta'widh* (compensation for actual loss) and *ta'zhir* (educational moral sanction) in the context of late payment fees. Normatively, DSN-MUI Fatwa No. 43 of 2004 stipulates that *ta'widh* may only be imposed for real and objectively verifiable losses (Fatwa Dewan Syari'Ah Nasional No. 43/DSN-MUI/Viii/2004, 2004), while DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000 permits the application of *ta'zhir* sanctions against customers who are financially capable but intentionally delay payment of their obligations (DSN-MUI, 2000). The absence of clear operational boundaries between these two concepts may result in practices that potentially resemble *riba* or generate injustice toward customers, while simultaneously posing challenges for Islamic financial institutions in maintaining consistent sharia conformity.

Accordingly, the increasing utilization of *Syariah Card* products—alongside public expectations of sharia compliance and the need for legal certainty—provides a strong rationale for research that comprehensively compares the concepts of *ta'widh* and *ta'zhir* in the application of late payment

charges on Islamic cards, as formulated in the title of this study. Such an inquiry is not only essential for clarifying the normative dimensions of these concepts within DSN-MUI fatwas, but also for offering an evaluative contribution to Islamic banking practices, thereby ensuring that sharia-based payment products develop in alignment with the principles of justice, transparency, and *maqāṣid al-sharī'ah*.

According to the *Kamus Besar Bahasa Indonesia* (Indonesian Dictionary), a “card” is defined as a thick rectangular sheet functioning as an identity or transaction instrument, while “credit” refers to a loan or deferred payment facility (S. Wojowasito, 1999). In Arabic terminology, a credit card is commonly referred to as *biṭāqah al-i'timān* or *biṭāqah al-iqrāḍ*. The term *biṭāqah* denotes a card or identification sheet; *i'timān* etymologically signifies security, trustworthiness, or a guarantee of trust; and *iqrāḍ* refers to the provision of a loan (Munawir AF dan Adib Bisri, 1999). In the Arabic Economic Dictionary, a *syariah card* is defined as a special type of card issued by a bank as the issuing institution, whereby payment for transactions conducted using the card is deferred to a specified time. The bank subsequently issues periodic billing statements generally at the end of the month for settlement by the cardholder. Additionally, the bank may automatically debit the outstanding balance from the customer's account if such a facility is activated and sufficient funds are available (Ahmad Zaki Badwi, 1984).

According to DSN-MUI Fatwa No. 54 of 2006 on *Syariah Card*, an Islamic card is a payment instrument based on sharia principles, issued by an Islamic financial institution to a cardholder customer (Fatwa Dewan Syariah Nasional NO: 54/DSN-MUI/X/2006 Tentang SYARIAH CARD, 2006). The fatwa emphasizes that a *Syariah Card* is not an interest-bearing debt instrument like a conventional credit card, but rather a facility constructed through a combination of sharia contracts, namely:

1. *Kafālah* (guarantee), whereby the bank guarantees payment to the merchant for transactions conducted by the cardholder;
2. *Qardh* (benevolent loan), which provides temporary financing assistance to the cardholder without remuneration; and
3. *Ijārah* or *ujrah* (service fee), representing charges imposed for services and facilities provided by the bank to the cardholder.

Thus, terminologically, a *Syariah Card* is understood as a card granted on the basis of trust and functioning as a deferred payment facility within a framework that conforms to Islamic law. One of the primary issues arising from *Syariah Card* usage concerns the imposition of late payment charges by Islamic banks on customers who delay settlement. Such charges raise the question of whether they should be classified as *ta'widh* (compensation for actual losses) or as *ta'zhir* (moral sanctions) within the framework of fatwas and Islamic economic law.

In order to ensure that the imposition of such charges remains compliant with sharia principles, two key fatwas serve as the principal normative references: DSN-MUI Fatwa No. 43 of 2004 on Compensation (*Ta'widh*), which requires that compensation may only be imposed for real losses that can be clearly calculated; and DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000 on Sanctions for Capable Customers Who Delay Payment, which permits Islamic financial institutions to impose sanctions on customers who intentionally postpone fulfillment of their payment obligations as a form of *ta'zhir* or moral compulsion.

## LITERATURE REVIEW

Various prior studies indicate that the issue of late payment charges on Islamic credit cards constitutes a crucial and continuously debated theme within Islamic economic law. Khoiri and Muklisin (2020), in “*Late Charge Syariah Card in the Perspective of Islamic Law*,” affirm that late payment penalties on syariah cards are permissible provided that they are positioned as *ta'zīr*, serve an educational purpose, and do not constitute bank income, but are instead allocated to social funds (Khoiri & Muklisin, 2020). In a similar vein, Chamdini Putri (2021), in “*Denda Pembayaran Keterlambatan Kartu Kredit Syariah*,” highlights the practical challenges faced by Islamic credit cards, particularly the risk of fostering consumptive behavior and the administrative complexity involved in distinguishing between *ta'widh* and *ta'zīr*, which may potentially intersect with elements of *ribā* if not strictly regulated (Chamdini Putri, 2021).

Hidayat (2025), in “*Biaya Ta'widh pada BSI : Tinjauan Madzhab Syafi'i dan Fatwa DSN-MUI No.43 Tahun 2004*” deepens this discourse by underscoring the tension between classical Islamic jurisprudence—especially the Shāfi'ī school, which rejects *ta'zīr māli*—and modern Islamic banking practices that adopt the concept of *ta'widh* based on DSN-MUI Fatwa No. 43/2004. This study criticizes the tiered imposition of *ta'wīḍ*, which may fail to accurately reflect actual losses, even though the collected funds are allocated to social purposes (Hidayat, 2025). Meanwhile, Putri and Nashirudin (2024), in “*Analysis of Ta'wīḍ Law in Murābaḥah Financing from the Perspective of Islamic Law and Positive Law*,” demonstrate that in the context of *murābaḥah* financing within Islamic microfinance institutions, *ta'wīḍ* is applied very selectively and is even waived in pursuit of social missions, thereby emphasizing substantive justice over institutional interests (Marjani Putri & Nashirudin, 2024).

From the perspective of product design and contractual structures, Shabri and Amalia (2023), in *Analisis Komparatif Syariah Card pada Bank Syariah di Indonesia dan Malaysia* and Fatahullah et al. (2021), in “*Analysis of Islamic Law on Subḥāt Transactions in Sharia Cards*,” reveal that syariah cards still present various unresolved sharia issues. These include the use of multi-contract arrangements that may overlap, the imposition of penalties on service fees, and concerns regarding *subḥāt* in the practice of *qard* and merchant commissions (Shabri & Amalia, 2023) (Fatahullah et al., 2021). Furthermore, Satria et al. (2020), in “*Analisis Hukum Islam terhadap Penerapan Ta'widh (Ganti Rugi) pada*

*Pembiayaan Kartu Kredit Syariah,*” position the *ta’wīḍ* debate within two major paradigms: an *istiṣlāḥī* approach that permits *ta’wīḍ* subject to considerations of public interest and actual loss, and an *iḥtiyāḥ* (precautionary) approach that rejects it in order to prevent the emergence of disguised *ribā* (Satria et al., 2020). On the other hand, Djalaluddin et al. (2023), in “*The Implementation of Ta’zīr Punishment as an Educational Reinforcement in Islamic Law,*” examine the concept of *ta’zīr* normatively within Islamic criminal law as a flexible and contextual educational sanction, although without explicitly linking it to Islamic financial products (Djalaluddin et al., 2023).

Based on this review, it can be concluded that the primary similarity between previous studies and the present research lies in their shared focus on late payment charges, sharia compliance, and reliance on DSN-MUI fatwas as normative foundations. However, the fundamental distinction of this study resides in its comparative–conceptual approach, which explicitly differentiates and simultaneously analyzes *ta’widh* and *ta’zīr* within the context of Islamic credit cards, rather than addressing only one concept or treating them implicitly.

Furthermore, the research gap insufficiently addressed in prior studies concerns the absence of a systematic comparison of: (1) the normative foundations of both concepts within DSN-MUI fatwas, (2) the operational boundaries between compensation for actual losses and educational moral sanctions, and (3) the legal implications of these distinctions for product design and late payment charge practices in Islamic credit cards in Indonesia. Accordingly, this study seeks to fill this gap by offering a more explicit, structured, and normatively oriented comparative analysis aimed at enhancing legal clarity and certainty in Islamic banking practices.

## **METHOD**

This article constitutes library research employing a qualitative, normative–comparative approach, as it focuses on the analysis of Islamic legal norms, fatwas, and fiqh concepts governing the imposition of late payment charges on sharia cards. The methodology applied includes a statutory approach through an examination of relevant DSN–MUI fatwas concerning *ta’widh*, *ta’zhir*, and sharia cards; a conceptual approach by reviewing the perspectives of classical and contemporary Islamic jurists; and a comparative approach to contrast the concepts of *ta’widh* and *ta’zhir*, both theoretically and in their practical application within Islamic banking in Indonesia. The primary data sources of this study consist of DSN–MUI fatwas, relevant Qur’anic verses and Hadiths, and authoritative fiqh literature, while the secondary data sources include peer-reviewed journal articles, textbooks on Islamic economic law, regulations issued by the Financial Services Authority (Otoritas Jasa Keuangan/OJK), and official documents of Islamic financial institutions. Data validity and reliability are ensured through source triangulation and normative triangulation, namely by comparing the consistency between shar’i evidences, fatwas, and empirical practices in Islamic banking. Data analysis is conducted

using qualitative–descriptive and analytical–critical methods with a deductive reasoning pattern, drawing conclusions from general principles of Islamic law toward their application in the specific context of sharia cards. The article drafting process follows several stages, including source inventory, thematic classification, normative and comparative analysis, and the formulation of scholarly arguments, which are systematically structured in accordance with the conventions of academic journal writing.

## RESULTS & DISCUSSION

### *Syariah Card*

A sharia card, or Islamic credit card, as a modern product of Islamic banking, is designed not as a productive financing instrument such as *muḍārabah* or *mushārah*, but rather as a transactional facility that integrates three contracts simultaneously, namely *kafālah*, *qardh*, and *ijārah*. Linguistically, *kafālah* denotes a guarantee, while terminologically it refers to a form of guarantee provided by a guarantor to a third party for the fulfillment of the obligations of the guaranteed party. In the context of a sharia card, the bank functions as a guarantor of the cardholder's payment obligations to merchants or for cash withdrawals; consequently, the bank is entitled to receive a *ujrah kafālah* as remuneration for its guarantee service. Unlike *rahn*, where the object of guarantee is a tangible asset, the object of *kafālah* is a person or legal entity.

The *qardh* contract constitutes an interest-free loan facility extended by the bank to the cardholder, commonly in the form of cash withdrawals via ATMs. DSN–MUI Fatwa No. 19/2001 stipulates that any additional payment from the borrower must be purely voluntary, while administrative fees charged must reflect actual operational costs. Within the framework of sharia cards, this cash facility poses supervisory challenges, as banks cannot fully ensure that the utilization of funds strictly complies with sharia principles. The *ijārah* contract, on the other hand, is applied to impose fees for services and payment system facilities provided by the bank, such as card management and transaction services. *Ijārah* is understood as the transfer of usufruct without the transfer of ownership; accordingly, cardholders are charged monthly or annual membership fees as *ujrah* for the services rendered. Thus, the structure of a sharia card represents a close integration of guarantee (*kafālah*), loan facility (*qardh*), and service-based remuneration (*ijārah*), ensuring that its function as a payment instrument remains within the boundaries of sharia principles.

Within the sharia card ecosystem, several key parties are involved in the legal relationships governing the issuance and use of the card. First, the cardholder, namely an individual who fulfills the administrative and financial requirements of the issuing bank and thereby obtains the right to use the card as a payment instrument or for limited cash withdrawals. Cardholders consist of basic cardholders and supplementary cardholders, whereby the basic cardholder bears full responsibility for all payment obligations, including transactions

conducted through supplementary cards. From a sharia perspective, cardholders are obliged to ensure that all transactions are conducted with merchants that comply with sharia principles, as stipulated in DSN–MUI Fatwa No. 54/2006.

Second, the issuer, which is the Islamic financial institution responsible for issuing and managing the card facility and guaranteeing payments to merchants through the *kafālah* contract. The bank's role as *kafil* is affirmed in DSN–MUI Fatwa No. 11/2000 on *Kafālah*, while the specific structure of sharia cards is regulated under DSN–MUI Fatwa No. 54/2006.

Third, the merchant, namely a business entity that cooperates with the issuing bank to accept payments via sharia cards. Merchants must operate exclusively within halal business sectors; activities involving *ribā*, *maisir*, *gharar*, or prohibited products are excluded under DSN–MUI provisions and OJK regulations governing the implementation of financing cards.

Fourth, intermediaries, including acquirers and payment intermediaries. The acquirer processes payment claims from merchants to the card issuer and is entitled to receive a merchant fee that is deemed permissible, provided it is not contractually stipulated as compensation for financing, as regulated in DSN–MUI Fatwa No. 54/2006. In addition, payment intermediaries—typically other banks—facilitate the transfer of funds from cardholders to issuers as a mechanism for settling outstanding obligations.

These four parties collectively form the transactional structure of sharia cards, grounded in the integrated application of *kafālah*, *qardh*, and *ijārah* contracts. The institutional framework and legal relationships among these parties are further reinforced by POJK No. 1/POJK.07/2013 on Consumer Protection in the Financial Services Sector, as well as relevant SEOJK regulations on sharia payment services, which establish standards of governance, fee transparency, and sharia compliance.

### **Fatwas and Regulatory Framework Governing Sharia Cards**

DSN–MUI Fatwa No. 54 of 2006 constitutes the primary legal foundation for the development and operation of Islamic credit cards (*sharia cards*) in Indonesia. This fatwa regulates the conceptual framework, contractual structure, and sharia limitations that must be observed to ensure that sharia cards are free from elements of *ribā*, *gharar*, and *maisir* commonly found in conventional credit cards.

The fatwa affirms that a sharia card is a payment instrument issued by an Islamic financial institution to customers for the purpose of facilitating transactions involving goods or services. Its operational mechanism is constructed upon several contracts: *kafālah* (guarantee) as the basis of the legal relationship between the bank and merchants; *qardh* when the bank provides temporary financial advances to customers; and *ijārah* in relation to service fees (*ujrah*) charged by the bank. These three contracts are deliberately structured so as not to generate time-based returns, thereby avoiding any form of *ribā*.

Furthermore, the fatwa explicitly prohibits the use of sharia cards for transactions conducted with merchants that provide non-halal commodities or engage in activities contrary to sharia principles. Accordingly, DSN–MUI Fatwa No. 54/2006 not only confers sharia legitimacy upon the sharia card product but also offers detailed guidance to ensure that it operates in compliance with Islamic principles while simultaneously accommodating the modern transactional needs of society.

Although the sharia aspects of Islamic credit cards are governed by DSN–MUI fatwas, their operational implementation must also comply with national banking regulations issued by the Financial Services Authority (*Otoritas Jasa Keuangan*—OJK). While OJK has not yet issued a specific regulation exclusively addressing Islamic credit cards, such products remain subject to general OJK regulations, including:

1. Risk Management (POJK No. 65/POJK.03/2016)  
This regulation obliges Islamic banks to implement comprehensive risk management for products that may generate credit, operational, reputational, and compliance risks, including sharia cards.
2. Consumer Protection (POJK No. 1/POJK.07/2013)  
This regulation governs cost transparency, fair treatment, disclosure of information, and complaint-handling mechanisms, all of which must be applied to sharia card products.
3. Transparency of Islamic Banking Products (SEOJK No. 12/SEOJK.07/2014)  
Islamic banks are required to clearly explain to customers the contractual structure, *ujrah* fees, consequences of late payment, and usage limits of the card.

### ***Ta'widh* (Compensation)**

Etymologically, the term *ta'widh* is derived from *al-'iwāḍ*, which denotes compensation or a substitute value. It is closely related to the concept of *al-mu'āwadhāt*, referring to reciprocal exchange or the transfer of value. From a linguistic perspective, *ta'widh* may also be traced to the notion of *al-badal*, namely something that serves as a replacement for a loss or an obligation (Ibrahim Anas, 1961). Al-Ghazālī explains that *ta'widh* constitutes compensation granted for an actual and tangible loss (*ḍarar ḥaqīqī*) suffered by a party and demonstrable in an objective manner. According to him, compensation is only justified when the loss has genuinely occurred and is not speculative in nature (Al-Ghazali, 1906).

Ibn Qudāmah maintains that compensation is permissible when the loss arises as a direct consequence of another party's actions, and that the amount of compensation must be proportionate to the actual loss incurred. He emphasizes that Islamic law does not permit compensation for uncertain or conjectural harm, including penalties imposed for delays in debt repayment (Ibnu Qudamah, 1985). Al-Qarāfī further asserts that compensation (*ta'widh*) forms an integral part of the sharia principle of justice, namely the restoration of

the injured party to the position they occupied prior to the occurrence of the loss. Nevertheless, he cautions that compensation must not be linked to time-based debt obligations, as such linkage may closely resemble *ribā* (Al-Qarāfi, 1998).

Wahbah al-Zuhaylī defines *ta'widh* as “the replacement of value for material losses that have genuinely occurred and can be proven, rather than a form of punishment.” He emphasizes that penalties imposed for delays in debt repayment do not fall within the category of *ta'widh*, as such delays do not, in themselves, give rise to real and measurable losses (Wahbah al-Zuhaylī, 1989). Similarly, Fatwa No. 43/DSN-MUI/VIII/2004 defines *ta'widh* as compensation for actual losses that can be calculated with certainty and that arise as a result of negligence or breach committed by the debtor (Fatwa Dewan Syari'Ah Nasional No. 43/DSN-MUI/Viii/2004, 2004).

The provisions of Fatwa No. 43/DSN-MUI/VIII/2004 further stipulate that compensation may only be imposed on a party who intentionally or negligently violates the terms of a contract, thereby causing harm to another party. The losses that may serve as the basis for *ta'widh* are limited to real losses that can be calculated with precision, namely actual expenses incurred in the process of collecting rights that should have been fulfilled. Accordingly, the amount of *ta'widh* must correspond strictly to the value of such real losses and must not include potential loss or opportunity loss.

The application of *ta'widh* is permitted only in contracts that give rise to debtor–creditor relationships, such as *salam*, *istiṣnā'*, *murābahah*, and *ijārah*. In contrast, in *muḍārabah* and *mushārahah* contracts, *ta'widh* may only be imposed where a clearly determined share of profit has not been paid. Within the context of Islamic financial institutions, *ta'widh* received may be recognized as income, provided that its amount strictly reflects the actual loss incurred and that the payment mechanism is determined based on mutual agreement between the parties. Furthermore, the nominal amount of *ta'widh* must not be stipulated in the contract in advance, and the party in breach is responsible for all litigation costs and other expenses arising from the dispute resolution process.

Scholar/Institution	Essence of the Definition of <i>Ta'widh</i>	Main Requirement
Al-Ghazali	Compensation for actual and tangible loss	The loss must be proven
Ibn Qudāmah	Proportional compensation	Must not be imposed on delayed debt repayment
Al-Qarāfi	Restoration of the injured party's position prior to the loss	Must not resemble <i>ribā</i>
Wahbah al-Zuhaylī	Compensation for real material loss	Not intended as a punitive sanction

DSN-MUI	Compensation for real losses incurred by Islamic Financial Institutions	Must not constitute bank income
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Tabel 01, Comparison of the Definitions of Ta'widh

**Ta'zhir (Moral Sanction)**

Al-Māwardī defines *ta'zīr* as a form of punishment other than *ḥudūd* and *qisāṣ*, the determination of whose type and severity is delegated to *ulī al-amr* (legitimate authority) in order to realize public welfare (*mashlahah*). He emphasizes that *ta'zīr* functions as an educational and preventive measure aimed at discouraging offenders from repeating their violations (Al-Māwardī, 1989). Ibn Taymiyyah explains that *ta'zīr* is a sanction characterized by flexibility, as its application depends on the nature of the offense, the condition of the offender, and considerations of public interest. He stresses that *ta'zīr* is applied in cases where no fixed punishment has been prescribed in the textual sources (*nash*) (Ibn Taimiyyah, 1992).

Ibn al-Qayyim defines *ta'zīr* as an educational sanction intended to reform behavior and prevent harm. He elaborates that *ta'zīr* may take various forms, including admonition, light physical punishment, fines, detention, or other measures deemed necessary, provided that they do not contravene the principles of Islamic law (Ibn al-Qayyim, 1986). Wahbah al-Zuhaylī similarly defines *ta'zīr* as a punishment whose scope and limits are not explicitly stipulated in the textual sources, imposed to maintain social order and public welfare. He underscores that the objective of *ta'zīr* is educational rather than punitive in a retributive sense, and that its implementation must be guided by considerations of justice and proportionality (Wahbah al-Zuhaylī, 1989).

DSN–MUI Fatwa No. 17/DSN-MUI/IX/2000 stipulates that sanctions (*ta'zīr*) may only be imposed on customers who are financially capable yet deliberately delay the fulfillment of their payment obligations, whereas customers who are genuinely unable to pay due to *force majeure* circumstances must not be subject to any sanctions. The imposition of *ta'zīr* is therefore permissible only in cases where the customer demonstrates intentional procrastination, a lack of good faith, and an absence of willingness to settle the outstanding debt (DSN-MUI, 2000). Such sanctions are grounded in the principle of *ta'zīr* as an educational instrument aimed at fostering discipline and responsibility among customers in fulfilling their contractual obligations. The form of the sanction may include a monetary penalty, the amount of which must be determined based on mutual agreement between the parties at the time the contract is executed. Importantly, all funds collected from such penalties must be allocated exclusively to social funds and may not be recognized as income of the Islamic financial institution.

Scholar/Institution	Essence of the Definition of <i>Ta'zīr</i>	Main Conditions
Al-Mawardi	A non- <i>ḥudūd</i> punishment aimed at maintaining public order	Must not contradict Shari'ah; determined by legitimate authority; educational in nature
Ibnu Taimiyah	A flexible sanction applied when no specific punishment is stipulated in the textual sources	Based on public interest ( <i>maṣlaḥah</i> ); not excessive; proportionate to the offender's condition
Ibnul Qayyim	An educational punishment intended to reform the offender	Achieves <i>iṣlāḥ</i> (reform); proportional; aligned with <i>maqāṣid al-shari'ah</i>
Wahbah al-Zuhaylī	A punishment without a fixed measure designed to prevent harm	Proportional; preventive in character; does not violate fundamental human rights
DSN-MUI	A moral sanction imposed on financially capable customers who deliberately delay payment	Applicable only to capable customers; proceeds allocated to social funds; not recognized as institutional profit

Tabel 02, Comparative Definitions of *Ta'zīr*

Based on the foregoing scholarly perspectives, there is a fundamental distinction between *ta'wīḍ* and *ta'zīr*, both in terms of their conceptual foundations and their legal implications. These differences can be systematically outlined as follows:

Aspect	Ta'widh (تعويض)	Ta'zhir (تعزير بالمال)
<b>Meaning</b>	Compensation for actual losses suffered by another party as a result of breach of contract ( <i>wanprestasi</i> ).	An educational sanction or monetary penalty functioning as a disincentive to prevent negligence or intentional delay by the customer.
<b>Objective</b>	To restore losses that have genuinely occurred ( <i>real</i>	To create a deterrent effect and encourage

	loss).	payment discipline.
<b>Shari'ah Basis</b>	Permissible provided that the loss is proven to be real and the compensation is not intended to generate profit.	Permissible under DSN-MUI fatwas to prevent harm ( <i>mafsadah</i> ) arising from deliberate negligence.
<b>Fatwa Reference</b>	DSN-MUI Fatwa No. 43/DSN-MUI/VIII/2004 on Compensation ( <i>Ta'widh</i> ).	DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000 on Sanctions for Financially Capable Customers Who Delay Payment.
<b>Allocation of Funds</b>	May be recognized as the right of the Islamic financial institution as compensation for proven actual losses.	Must not be treated as bank profit; proceeds must be allocated to social funds.

Tabel 03, Distinction between *Ta'widh* and *Ta'zhir*

### **Implementation of Ta'widh and Ta'zhir in Islamic Banking**

The growth of Islamic financing cards in Indonesia in mid-2025 demonstrates a significant and dynamic expansion, as reflected in data from three major Islamic banks. Bank Mega Syariah recorded a year-on-year increase of 193.21% in Syariah Card financing, with outstanding balances reaching IDR 194.19 billion as of June 2025, accompanied by a 168% growth in the number of issued cards. Similarly, CIMB Niaga Syariah showed strong performance, with outstanding Islamic card balances rising to IDR 2.04 trillion, transaction volumes increasing by 10.5% to IDR 2.6 trillion, and total transactions projected to reach IDR 5 trillion by the end of 2025. The number of cards in circulation reached approximately 800,000 and is expected to grow to 900,000 cards (Selvi Mayasari, 2025b)

Meanwhile, Bank Syariah Indonesia (BSI) reported stable and healthy growth in its BSI Hasanah Card product, with the level of non-performing financing (NPF) remaining within a safe industry threshold. Taken together, these data indicate that Islamic card products have experienced consistent

expansion in terms of outstanding balances, number of cards, and transaction volumes. This trend also reflects increasing public trust and acceptance of Islamic payment instruments as part of strengthening the national Islamic economic ecosystem.

Despite this positive development, Islamic banks continue to face financing risks when syariah cardholders delay or default on installment payments. Payment delays may arise from genuine circumstances or from reasons intentionally presented to obtain extensions. Commonly cited reasons include job loss, delayed salary payments, urgent family needs, educational expenses, vehicle damage, business downturns, or unforeseen calamities (Achmad Nazhorie, 2025). In principle, Islamic banks tend to accommodate such reasons as an expression of empathy, provided that customers communicate transparently and commit to a clear repayment schedule, enabling the bank to adjust the rescheduling of obligations accordingly.

Based on internal documents and academic studies related to the Hasanah Card product, the following section outlines the *ta'wīḍ* fee scheme applied by Bank Syariah Indonesia to customers, categorized according to card type and the duration of payment delay (Hidayat, 2025).

Card Type	1-29 Days	30-59 Days	60-89 Days	90-119 Days	120-149 Days	150-179 Days	>180 Days
Classic	15.000	20.000	25.000	40.000	50.000	60.000	320.000
Gold	35.000	50.000	65.000	100.000	120.000	150.000	800.000
Premium	110.000	160.000	220.000	340.000	410.000	480.000	2.800.000

Tabel 04, Ta'wīḍ Charges Applied by Bank Syariah Indonesia

The provisions governing the BSI Hasanah Card are formulated through a contractual structure consisting of kafālah (guarantee), qard (interest-free loan), and ijārah (fee-based service contract). This combination of contracts is designed to facilitate the card's function as a payment instrument, a transaction guarantee mechanism, and a financial service facility for customers in accordance with Sharia principles. The bank's sources of income are derived from annual fees, monthly fees, and merchant fees, which are positioned as compensation for services rendered (*ujrah*), rather than as additional charges on loans that could potentially contain elements of *riba*.

From a Sharia compliance perspective, the use of the BSI Hasanah Card is restricted to transactions that do not contradict the principles of Islamic law. Consequently, the card cannot be used at non-halal merchants, such as night entertainment venues, gambling establishments, bars, as well as dating and escort services. With regard to financing policies, the BSI Hasanah Card does not impose late payment penalties (*late charges*) nor penalties for exceeding the credit limit (*overlimit penalties*). This policy aligns with Sharia provisions that prohibit punitive financial sanctions that may resemble *riba*, thereby ensuring

that transactions are conducted in a manner consistent with the objectives of Islamic law (*maqāṣid al-sharī'ah*).

The contractual structure of the Syariah Card issued by Bank Mega Syariah is similarly composed of three main contracts, namely kafālah, qardh, and ijārah, each serving a specific function in supporting the operational mechanism of Sharia-compliant financing cards. Through the kafālah contract, Bank Mega Syariah acts as a *kafil* (guarantor) for all payment obligations (*dayn*) of the cardholder to merchants, including obligations arising from the purchase of goods and services as well as cash withdrawals through Bank Mega Syariah ATMs or other banking networks.

Furthermore, the qardh contract is applied in the context of cash withdrawal facilities, whereby the bank acts as the *muqridh* (lender) and the cardholder as the *muqtaridh* (borrower). This facility is provided without any additional compensation, as the principle of *qardh* does not permit the lender to derive profit from a loan. Meanwhile, the ijārah contract applies to services related to the use of the payment system, card management, and other facilities provided by the bank. Under this contract, cardholders are charged *ujrah* (fees) in the form of monthly or annual membership fees, as well as other charges relevant to the type of transaction or service utilized.

To ensure compliance with Sharia principles, Bank Mega Syariah also imposes restrictions on card usage. The Syariah Card may not be used at merchants categorized as non-halal, such as gambling establishments, sellers of alcoholic beverages, and other types of businesses that contradict Islamic law. These restrictions are intended to safeguard transactional integrity and ensure that the card facility is used solely for activities consistent with Sharia principles. In terms of financing risk management, Bank Mega Syariah implements ta'widh charges, which constitute compensation for late payment based on the bank's actual losses. The amount of *ta'widh* is determined on a tiered basis according to the number of days past due, namely: IDR 50,000 for delays of 1–30 days; IDR 100,000 for delays of 31–60 days; and a fixed amount of IDR 100,000 for delays of 61–90 days. In addition, the bank imposes an overlimit fee of IDR 250,000 on cardholders who exceed the predetermined usage limit.

Ta'widh Fee of Bank Mega Syariah Sharia Card	
DPD (Due Past Due)	Amount (IDR)
1 – 30 Days	50.000
31 – 60 Days	100.000
61 – 90 Days	100.000

Tabel 05, Ta'widh fee of Bank Mega Syariah

The CIMB Niaga Syariah Card is designed based on an akad (contractual) structure that is fully aligned with the provisions of DSN-MUI Fatwa No. 54/2006 concerning Syariah Cards, employing a combination of kafālah, qardh, and ijārah contracts. These three contracts constitute a comprehensive legal framework

that ensures all transactional mechanisms operate in accordance with Islamic principles. Through the kafālah contract, the bank acts as a guarantor (*kafil*) for every transaction conducted by the cardholder at merchants, whereby the bank initially assumes the payment obligations arising from such transactions. This contract underpins the card’s function as a payment instrument based on a guarantee mechanism, without involving interest elements as found in conventional credit cards. Furthermore, the qardh contract is applied specifically to cash withdrawal facilities, under which the bank provides an interest-free loan to the cardholder. The cardholder is obligated solely to repay the principal amount in full, as any additional charge imposed on a qardh transaction would constitute *ribā* and is therefore prohibited under Islamic law.

Meanwhile, the ijārah contract is utilized to structure the service fees charged by the bank to cardholders, encompassing payment system management, provision of transaction facilities, maintenance of digital services, and the availability of additional features. For these services, the bank imposes *ujrah* in the form of annual membership fees, monthly fees, and certain administrative charges that are not associated with the qardh contract. The placement of all fees within the ijārah framework ensures that the bank’s income is derived from service provision rather than from any increment on loans. In addition, CIMB Niaga Syariah enforces usage restrictions to prevent the card from being used for transactions prohibited under Islamic law, such as gambling, the purchase of alcoholic beverages, or other activities contrary to Islamic values. These restrictions represent a reinforcement of sharia compliance within the operational framework of the card.

With regard to risk management and payment discipline, CIMB Niaga Syariah applies *ta’widh* for payment delays, amounting to IDR 75,000 for delays of less than 30 days and IDR 100,000 for delays exceeding 30 days. Unlike conventional credit cards, the CIMB Niaga Syariah Card does not impose revolving interest, percentage-based penalties, or additional charges that may resemble *ribā*. Taken together, these provisions demonstrate that the CIMB Niaga Syariah Card is developed within a rigorous sharia framework, featuring a fee structure, usage limitations, and sanction mechanisms designed to uphold sharia compliance and protect customers from unethical financial practices.

Bank & Syariah Card Product	Fees / Charges
BSI Hasanah	- <b>Monthly Fee:</b> Varies depending on the card limit.

<p><b>Card (Bank Syariah Indonesia)</b></p>	<p>- <b>Annual Fee:</b> Classic IDR 120,000/year (primary), IDR 60,000 (supplementary); Gold IDR 240,000/year (primary), IDR 120,000 (supplementary); Platinum IDR 600,000 (primary), IDR 300,000 (supplementary).</p> <p>- <b>Ta'widh (Collection Fee):</b> e.g., payment delay of 1–149 days: IDR 57,000; ≥150 days: IDR 150,000.</p> <p>- <b>Other Fees:</b> Cash withdrawal (“cash advance”), card replacement, and other service-related charges.</p>
<p>Syariah Card — Bank Mega Syariah</p>	<p>- <b>Monthly Membership Fee (Ujrah):</b> Determined based on the card limit. According to Bank Mega Syariah’s official information, Syariah Card Gold and Platinum are subject to monthly ujah.</p> <p>- <b>Annual Membership Fee:</b> Gold IDR 240,000 (primary), IDR 120,000 (supplementary); Platinum IDR 600,000 (primary), IDR 300,000 (supplementary).</p> <p>- <b>Ta'widh (Late Payment Compensation):</b> 1–30 days: IDR 50,000; 31–60 days: IDR 100,000; 61–90 days: IDR 100,000.</p> <p>- <b>SMS Transaction Notification Fee:</b> Primary card IDR 10,000/month; supplementary card IDR 5,000/month.</p> <p>- <b>Other Fees:</b> Cash withdrawal, card replacement,</p>

	statement reprinting, and related services.
CIMB Niaga Syariah Card	- <b>Ijarah Fee / Monthly Fee:</b> For Syariah Gold Card, annual and monthly fees may be waived subject to specific conditions; supplementary cards may be exempted if the primary cardholder participates in the “credit protector” program.
	- <b>Kafalah Fee:</b> Determined based on the approved card limit, as stipulated in CIMB Niaga Syariah’s official fee schedule.
	- <b>Ta’widh (Collection Charge):</b> DPD ≤30 days: IDR 75,000; DPD >30 days: IDR 100,000.
	<b>Biaya Notifikasi SMS:</b> CIMB Syariah menetapkan biaya notifikasi (SMS) untuk transaksi kartu Syariah
	<b>Biaya Cicilan 0% (Ijarah):</b> ada administrasi per transaksi cicilan 0%, tergantung kanal (bank / aplikasi).

Table 06, Characteristics of Syariah Cards Across Selected Islamic Banks

An analysis of the implementation of late payment charges in syariah card products demonstrates that the conceptual distinction between *ta’widh* and *ta’zhir* constitutes a fundamental element in ensuring sharia compliance and maintaining the operational integrity of Islamic financial institutions. Within the framework of Islamic law, *ta’widh* is positioned as compensation for actual and verifiable losses genuinely incurred by a financial institution as a result of a customer’s negligence or breach of contract. Accordingly, the amount of *ta’widh* must be determined proportionally, based on demonstrable actual costs such as collection or administrative expenses and must not be calculated on the basis of percentages, speculative losses, or losses that have not yet materialized. This

principle is explicitly affirmed in DSN-MUI Fatwa No. 43/2004, which strictly prohibits calculations based on potential loss or opportunity loss.

By contrast, *ta'zhir* functions as a moral sanction intended to foster discipline among customers who possess the financial ability to pay but deliberately delay the fulfillment of their obligations. DSN-MUI Fatwa No. 17/2000 restricts the application of *ta'zhir* exclusively to customers who are financially capable yet act in bad faith, emphasizing its educational and preventive objectives rather than profit generation for the financial institution. Due to its nature as a moral sanction, any funds collected through *ta'zhir* must be fully allocated to social or charity fund and may not be recognized as bank income. Normatively, therefore, *ta'zhir* must not be positioned as a revenue source or as a mechanism resembling late payment interest as commonly found in conventional credit cards.

An examination of practices across several Islamic banks in Indonesia reveals variations in fee structures, particularly with regard to the application of *ta'widh* and *ta'zhir*. BSI Hasanah Card, for instance, applies a *ta'widh* scheme claimed to represent collection costs arising from actual losses. However, the use of flat or tiered nominal amounts based on the length of delay has generated discourse within contemporary fiqh literature, as actual losses should, in principle, be calculated on the basis of real and measurable costs rather than predetermined fixed amounts. Similarly, Bank Mega Syariah and CIMB Niaga Syariah impose late payment charges categorized as *ta'widh*, yet structured in relatively fixed amounts or time-based tiers. Such models open interpretative space suggesting that certain late charges may implicitly contain elements of *ta'zhir*, even though this distinction is not explicitly articulated in the banks' operational terminology.

From a sharia compliance perspective, it is imperative for Islamic financial institutions to clearly distinguish these two types of charges both in contractual documentation and in operational practice. The conflation of loss compensation (*ta'widh*) and moral sanctions (*ta'zhir*) without clear parameters risks theoretical ambiguity and potential sharia non-compliance, particularly where charges are fixed, do not accurately reflect actual losses, or resemble late interest fees. Furthermore, the implementation of *ta'zhir* must be subject to strict oversight to ensure that all collected funds are allocated exclusively to social purposes, rather than recognized as institutional income, in accordance with DSN-MUI fatwas.

Accordingly, enhancing the quality of syariah card implementation necessitates strengthening mechanisms for verifying actual losses, ensuring transparency in fee calculation, and establishing a clear separation between *ta'widh* and *ta'zhir* in both tariff structures and accounting treatment. A precise understanding of the distinction between these two concepts not only safeguards the integrity of syariah card products but also ensures that Islamic banking operations remain aligned with the *maqāṣid al-sharī'ah*, particularly the

principles of justice, consumer protection, and the prevention of concealed forms of *riba*.

## CONCLUSION

This study demonstrates that the conceptual distinction between *ta'widh* and *ta'zhir* constitutes a normative foundation that must be strictly upheld in the management of late payment charges in syariah card products. Based on an analysis of DSN-MUI fatwas and Islamic banking practices, it can be concluded that *ta'widh* may only be applied as compensation for actual and objectively verifiable losses, whereas *ta'zhir* functions as a moral sanction aimed at fostering discipline among financially capable customers who deliberately delay payment in the absence of good faith. Accordingly, the imposition of late payment charges must adhere to the respective normative boundaries of each concept, particularly with regard to their objectives, methods of determination, and the allocation of the resulting funds.

From an implementation perspective, this study underscores the necessity for Islamic banks to strengthen mechanisms for verifying actual losses, enhance transparency in fee calculation, and establish a clear and firm separation between *ta'widh* and *ta'zhir* in both contractual documentation and operational practice. Such separation is essential not only to fulfill sharia compliance standards but also to mitigate the risk of practices that may resemble concealed forms of *riba* in syariah card products. From a theoretical standpoint, this research contributes significantly to the development of Islamic economic law by clarifying the framework distinguishing loss compensation from moral sanctions within the context of modern financial products. The findings further reinforce the urgency of methodological reconstruction in the determination of sharia-based fees, particularly for contemporary payment instruments such as syariah cards, so that *fiqh al-mu'āmalāt* can adapt to the dynamics of the digital financial industry without compromising its foundational principles. Ultimately, this study opens avenues for the development of more precise regulatory and fatwa models and encourages the enhancement of sharia governance quality within the national Islamic banking sector.

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