

Analysis of the Legitimacy of the Istisnā' Contract from the Perspective of Mu'āmalah Verses and Hadith

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ABSTRACT

Contract istisnā' is one of the form contract transaction Which functioning important in transaction production based order, okay in context jurisprudence classic and practice contemporary Islamic economics. Although no mentioned in a way explicit as contract alone in the Qur'an and hadith, legitimacy contract istisnā' built through generality arguments transaction as well as mechanism istinbā' the law of the fuqahā'. This article aim for analyze legitimacy contract istisnā' in perspective verses and hadiths transaction with use approach ushul fiqh . Research This is study normative Islamic law with method literature (library research), which is based on verses of the Koran, hadith of the Prophet ﷺ , books of tafsir, hadith, fiqh, as well as literature ushul jurisprudence classic and contemporary. Analysis done through study dalālah word verse, analysis' god hadith, as well as review difference method istinbā' the law between sect jurisprudence. Research results show that legitimacy contract istisnā' can confirmed through generality word verses transaction, like order fulfill contract (QS. al-Mā'idah: 1), permissibility sell buy (QS. al-Baqarah: 275), principle clarity transactions (QS. al-Baqarah: 282), as well as prohibition cheating (QS. al-Mu'taffin: 1-3), which is reinforced by the hadiths of the Prophet ﷺ about contract greetings and practice booking. Difference view between sect jurisprudence related contract istisnā' reflect difference approach ushul jurisprudence in understand evidence and reality transaction. In a way overall, research This confirm that contract istisnā' is contract transaction which legitimate in a way sharia and relevant for implemented in practice contemporary Islamic economics during fulfil principles the basis of sharia and maqāṣid al-sharī'ah.

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1. INTRODUCTION

Contract *istisnā'* is one of the form contract *mu' āmalah* which has role strategic in activity production and transactions based order, okay in tradition jurisprudence classic and in practice contemporary Islamic economics. Although contract this No mentioned in a way explicit as contract alone in the texts of the Qur'an and hadith, the *fuqahā'* stipulate legitimacy *istisnā'* through generality arguments *mu' āmalah* as well as an *ijtihad*-based approach principle *ushul jurisprudence*.

Validity contract *istisnā'* in a way normative can traced from verses from the Koran that confirm this principle general *mu' āmalah*, among other abilities sell buy (QS. al-Baqarah: 275) (Indonesia, 2020), obligation fulfill contract (QS. al- Mā'idah: 1), demand clarity in transactions (QS. al-Baqarah: 282), as well as prohibition practice fraud in activity economics (QS. al- Mu ṭ affiṭ: 1-3). Verses the give framework normative which is universal and becomes base for development various form contract *mu' āmalah*, including contract *istisnā'* as contract *ijtihādī*.

Difference approach methodological in *istinbā' ṭ* law among sect jurisprudence participate influence evaluation regarding legal status contract *istisnā'*. School of thought Ḥ anafī and Mālikī tend allow it with consider 'urf and benefit factors, temporary sect Syāfi' ī behave more strict with reject *istisnā'* as contract independent Because potential gharar. As for the school of thought Ḥ anbalī take position moderate with give ability conditional. Hadiths of the Prophet ﷺ, in particular hadith about contract greetings and practice booking manufacturing pulpit, to be references important in debate said, well through approach *qiyās*, *taqrīr* prophet, as well as confession to practice prevailing social norms.

In context modern Islamic economics, contracts *istisnā'* has adopted in a way wide, especially in financing sector construction and manufacturing, as well as legitimized through DSN-MUI Fatwa No. 06/DSN-MUI/IV/2000. This show that contract *istisnā'* not only relevant in a way normative, but also applicable in answer need economy contemporary. Therefore that, the study that places verses and hadiths *transaction* as the main base analysis with approach *ushul jurisprudence* become important for confirm runway law and relevance contract *istisnā'* in system modern Islamic economics.

As far as search writer, research about contract *istisnā'*, generally Still focused on aspects jurisprudence descriptive or its implementation in practice Islamic banking. Meanwhile that, study normative which is special examine legitimacy contract *istisnā'* through analysis generality word verses, studies' *god* hadith, as well as the implications to difference method *istinbā' ṭ* law between sect jurisprudence Still relatively limited. Based on matter said, research This directed for fill in emptiness study with a more approach systematic and methodological.

Previous studies on the *Istisnā'* contract have tended to focus on aspects of classical fiqh or positive Indonesian regulations, without integrating in-depth primary textual analysis of *mu'āmalah* verses (such as Surah Al-Baqarah: 282) and authentic hadith. This gap is evident in the lack of substantive legitimacy evaluations of modern practices such as financing Islamic infrastructure projects, where the risks of gharar and illat often arise.

Purpose study

Based on background behind said, the problem main study :

1. How legitimacy contract *istisnā'* is built in Islamic law even though no mentioned in a way explicit in Qur'an texts and hadith?
2. How difference approach *ushul jurisprudence* between sect influence determination the law?
3. How analyze base normative contract *istisnā'* in perspective verses and hadiths *mu'āmalah*, explaining difference *istinbā' ṭ* law between sect jurisprudence, as well as confirm relevance contract *istisnā'* as contract *mu' āmalah* legitimate in practice contemporary Islamic economics.

The innovative approach lies in the analysis of the legitimacy of the *Istisnā'* contract that combines the textual interpretation of *mu'āmalah* verses (*maqāṣid al-syariah*) with authentic hadith, using a normative-conceptual descriptive-analytical method. This uniqueness positions *qawā'id*

fiqhiyyah as a critical framework for assessing substantive legitimacy, not just procedural formalities, thus filling a methodological gap in modern mu'āmalah studies.

2. METHODS

Study This is study normative Islamic law that uses approach library research. Primary research data sourced from related verses of the Qur'an and hadith of the Prophet ﷺ with contract *mu' āmalah*, especially contract *istisnā'*. While that is secondary data obtained from books of tafsir, hadith, fiqh, as well as literature *ushul jurisprudence* relevant classic and contemporary with theme study.

Approach *ushul jurisprudence* chosen Because allows researchers read verses and hadiths mu' āmalah No as static text, but rather as base interacting normative with reality economy.

Data analysis techniques are carried out in a way qualitative with stages review, classify, and systematize normative data that has been collected. The data Then analyzed in a way descriptive-analytical for formulate conclusion law about legitimacy contract *istisnā'* in perspective verses and hadiths *transaction*, as well as its relevance in practice contemporary Islamic economics.

The research flow is as follows:

Research stages	Data source	Analysis	Output
Collection	Mu'āmalah verses and authentic hadith	Textual inventory	List of primary references
Analysis	Qawā'id fiqhiyyah & maqasid	Descriptive-analytical	Identification of legitimacy
Conclusion	Integration of sources & regulations	Normative synthesis	Sharia recommendations

3. FINDINGS AND DISCUSSION

A. *Istisna* Buying and Selling Legal Verses

Principle base ability transaction in Islam it is emphasized through the verses of the Koran that regulate *mu'āmalah* in a way general. One of the the verse that became foundation main is QS. al-Baqarah: 275 which confirms difference fundamental between sell buying and usury, as well as affirm halal activity trade. This verse understood by the fuqahā ' as argument general (*dalil' ām*) which includes all over form transaction economy that is not contradictory with sharia principles, including established contracts *ijtihad*.

In addition, QS. al- Muṭ affi'n :1-3 provides emphasis ethical to prohibition fraud in activity mu' āmalah. This verse No only functioning as moral warning, but also as principle normative demands honesty, accuracy and fairness in every transactions. In the context of contract *istisnā'*, verse This become runway important for obligation clarity specification goods, quality, and suitability results production with agreement beginning.

Principle clarity and documentation transaction confirmed in a way explicit in QS. al-Baqarah: 282 who commanded recording of accounts receivable futures. Although paragraph This in a way direct speak about debt transactions, *ushul* scholars jurisprudence understand it as base general for strengthening transparency and certainty law in all over non-cash transactions. Therefore that, verse This relevant made into base normative for contract *istisnā'* which in a way characteristics involving handover goods later day.

More continued, QS. al- Mā'idah: 1 confirms obligation fulfill all over form valid contract in a way syar'i. This verse occupy position central in building law mu' āmalah Islam because load commands that are general and binding. The interpreters classic and contemporary agreed that word *al' uqūd* in paragraph This covers all over form engagement law, both related with worship and mu' āmalah. With Thus, the contract *istisnā'* as form agreement production that gives birth reciprocal

obligations including in coverage order the.

The Reasons for the Revelation of Surah Al-Maidah Verse 1

of Ibn Abbas explains that paragraph This down related with a man from The Kindah tribe is called Al- Hutaim. Al- Hutaim come to Prophet Muhammad SAW, but betray trust with steal camels residents of Medina. Events This become background behind the decline order for keep all promises and contracts. Al-Tabari noted that paragraph this down as commands that are comprehensive to people believer for fulfil all ties and agreements, both in nature vertical to Allah, or horizontally between humans (al-Suyūṭī,1998). Sourced from Ibn' Abbās (*ṣaḥābī*) recorded by al-Ṭabarī, the famous as a collector chain of narrators complete and mention variation history he too a men-*tarjīḥ* meaning paragraph in a way *ushuliy*. Al-Ṭabarī Alone confirm that even though why special, *lafaz* paragraph no limited by events said, but rather nature *kullī*. Al-Tabari said that paragraph This covers all type contract *syar'ī*, such as oath, marriage, sale buy, and promise for obedient to Allah. Related with this, he show that no there is restrictions on types agreement certain. This is happen because *the word "uqud "* must *be* give all form contract in words and ties that bind others well from corner view law and from corner moral point of view. So, the obligation '*awfu bill uqud* ' not this one means obligation to which contract, but on the contrary, he is principle fundamental normative all transactions and all agreement in Islam. This is why , verse This become argument *Kulli* , regarding consistency and obligation law valid in all good relationship That religious relations or connection social (Al-Bay ḍ āwī, 1998) .

Al-Qurtubi looked at the word *awfu bill uqud* as universal command for to comply all over shape legal alliance in a way *syar'ī*, both in nature vertical (between human and God) as well as horizontal (inter human beings). According to al- Qurtubi, QS. al-Ma'idah:1 is sentence *kullīyyah* (universal) that covers all over law contract in Islam. Its meaning covering, contract faith and obedience between a servant and his Lord (بين العبد وربه), contract social and *mu'amalah* between human (بين الناس), moral contract and commitment community like oaths, vows, and agreements peaceful (al- Qur ṭ ubī, 1964). With thus, verse this to be argument normative main for obligation to comply promise and validity contract deep Islamic jurisprudence. Al-Qurtubi uses approach *bil-ma'thur* (narration) companions & tabi' in) then *jurisprudence* (analysis law). It combine argument history with argument *qatwa'id jurisprudence*.

Ibn Kathir interprets sentence this as order general in nature *coolie* (comprehensive) so that the people believe fulfill everyt he agreement they made, both with God and fellow human. It insist that meaning *al - 'uqud* includes all over type of '*uhud* (agreement) or bond), good in the form of obligation religious, such as worship, vows, and oaths. Covenants social and legal, such as contract sell purchase, marriage, *syirkah* (cooperation), and *sulh* (peace). With thus, verse this to be principle law main deep system *practice* Islam, at the same time manifestation ethics faith , which commands that every believer to comply all over promises , agreements , and valid contracts in a way However , a contract that contradicts the sharia with God's law does not including deep order this (Katsir, n.d.).

Wahbah az -Zuhaili explains that Meaning *al-'uqūd* (العقود) in paragraph This own meaning general and comprehensive (*ām syāmil*), includes '*Ahd* (agreement) between humans and God, such as promise for obey Him, carry out sharia, and stay away from His prohibition.' *Ahd* (contract) between fellow humans , such as contract sell purchase, rent, marriage, wakalah, *syirkah*, grant, and various contract transactions other (Ahsanudin, 2020) . He confirm *Al-'uqūd* is here covers all form bonds and commitments, both of a physical nature religious and social, individual and public. Command *Aufu bil - ' uqūd* (أوفوا بالعقود) is order nature *ilzām* (obligatory) and become principle in all over law *mu' āmalah* Islam, because confirm must fulfill promises and contracts in a way perfect. This is reflect principle justice, honesty and responsibility answer social that becomes base connection between man in Islam. As emphasized in his commentary book " Commandment fulfill contract This is principle big in Islamic jurisprudence , and from paragraph here it is born laws transactions like sell buy , rent , wedding , and more " (Al-Zu ḥ ayli, 1989) . This verse also has emphasis dimensions ethics , which shows fulfillment contract No just obligation law , but also an indicator faith and moral

integrity of a Muslim (Musnandar & Ubaidi, 2022) .

Quraish Shihab explains that paragraph This is the opening of Surah *al- Mā'idah* which confirms importance commitment and responsibility moral responsibility in connection man with God and others human. He mention paragraph This as introduction laws social and religious activities that will described in this surah , if seen in meaning general the verse (Q. Shihab, 2001) . According to Quraish Shihab, the word *al -' uqūd* (العقود) is language means ties that bind two parties or more on base willingness and responsibility answer. The word *al -'uqūd* covers all form agreement, okay with God and fellow human. Command For fulfill it is form faithfulness to mark faith (Q. Shihab, 2001) . Quraish Shihab emphasized that paragraph This started with calling *Yes ayyuhal-ladzīna āmanū*, showing that faith true demand faithfulness to promises and commitments. Call This show that which is not keep contract, indeed has deny part demands faith. Keeping contract no only affairs law, but also business morals and faith. As interpreter contemporary, Quraish Shihab argues building modern society does not Possible upright without honesty in fulfil promise. This verse teach universal ethics , integrity and responsibility answer (Gufron & A. Hambali, 2022) . He interpret paragraph this universally and contextually. It confirm that order *awfu bil -' uqūd* become foundation ethics social and legal in modern Islam, including in contracts economics and business, agreements social and political, commitment professional and academic. In addition to the meaning law and social , Quraish Shihab added spiritual dimension in paragraph this , fulfill contract means fulfill promise before Allah and break it is betrayal to self yourself and towards Lord (Jafar, 2023). In the sense keep contract no only for fulfill obligation social, but as road get closer self to Allah, because Allah is witness for every agreement.

Muhammad al- Ghazali explain deep *Nahwa Interpretation Maudhu' ī li Suwar al-Qur'ān al- Karim* that sentence first Surah *al- Mā'idah* this is a very strong moral and legal appeal. According to him, God started this surah with order to fulfill *al- uqud* (agreement, agreement, contract) because live religious and social no maybe walking without honesty deep fulfill promises and commitments. There is no religion without trust, and not there is faith without honesty deep agreement. This verse insist relationship tight between faith and honesty social

Other approaches are used for interpret QS. *al-maidah*:1

is with *Tafsir bil-rayi* which emphasizes the variety of ratios *lughah*, *nazariyyah*, *ulus al- fiqh*, hikmah *syar' iyyah* and *ijtihad mufasssir* for explain nash Al- Qur'an outside or together history friends No stop until there but look for 'god (rationality) of law from verse. The following opinion interpreter related to QS.*al-Maidah*: 1: *Mufasssir* Fakhr al-Din al-Razi (d. 606 H) in the book *al-Tafsir al-Kabir / Mafatih al- Ghayb* Al-Razi stated:

الْعُقُودُ جَمْعُ عَقْدٍ وَهُوَ الرِّبْطُ الْمَحْكَمُ، وَمُرَادُهُ هَاهُنَا كُلُّ مَا أَلَزَمَ الْمَرْءَ نَفْسَهُ بِهِ مِنْ تَعَهُدٍ وَتَقْيِيدٍ دِينِيًّا كَالنَّذْرِ وَالْأَيْمَانِ، أَوْ دُنْيَوِيًّا كَالنَّبُوعِ وَالنِّكَاحِ

al-'uqud means all form bond binding law self someone, good vertical (worship, vows, oaths) and horizontal (buying and selling, marriage). confirm that order *awfu* contain meaning *hifz al-nizam al-ijtima'i* (guarding regularity social) and *al- aman al- mali* (security property). If a contract contain injustice or conflict with another text, then cancelled Because *awfu* only applies to valid contracts (*al-Rāzī*, 1420 H).

Al- Baydawi (d.685 H) in his book *Anwar al-Tanzil wa Asrar al- Ta'wil* explain linguistically (*al-Rāzī*, 1420 H).

أَوْفُوا بِالْعُقُودِ أَيُّ الْعُهُودِ، وَالْمُرَادُ بِهَا مَا يَتَعَلَّقُ بِالْمُعَامَلَاتِ وَالْعِبَادَاتِ، فَالْآيَةُ أَصْلٌ فِي وَجُوبِ أَوْفُوا بِالْعُقُودِ أَيُّ الْعُهُودِ، وَالْمُرَادُ بِهَا مَا يَتَعَلَّقُ بِالْمُعَامَلَاتِ وَالْعِبَادَاتِ، فَالْآيَةُ أَصْلٌ فِي وَجُوبِ

The verse This become main law main for must fulfil contracts *syar'i*, includes transactions, marriage, oaths and vows Sayyid Qutb (d. 1386 H) dalam kitab *Fi Zilal al-Qur'an* ideologis-etis :

يَفْتَحُ سُورَةَ الْمَائِدَةِ بِالْوَفَاءِ بِالْعُقُودِ، لِأَنَّهَا تَرْسُمُ مَعَالِمَ الْمَجْتَمَعِ الَّذِي يَقُومُ عَلَى الْوَفَاءِ وَالْأَمَانَةِ، فَهُوَ أَسَاسُ الْحَيَاةِ الْإِسْلَامِيَّةِ

Sayyid Qutb placed paragraph This as moral principles of formation Islamic society in base integrity law and social.

From various *interpreter bil-ra'yi*, obtained synthesis that wording *uqud* is a general word that includes all over contract, both worship and mu' amalah. Command *awfu* interpreted mandatory, but conditional legitimacy contract No may contract sin. The purpose of *sharia* his is uphold justice and stability social. In the context of contemporary This Can made into runway for law modern contracts, including agreement international.

Study of *tafsir bil-ra'yi* towards QS al- Ma'idah (Indonesia, 2020): 1 shows interpretive approach sentence this as universal basis of the system alliance in Islam, with argument *linguistics*, *ushul-fiqh*, and *maqasid*. The *commentators opinion* insist that order sorry bill of rights not only spiritual ethics, but frame law the public who cares order social, economic, and political muslims.

Generality of Words and Rules Ushūl Fiqh in QS. al- Mā'idah : 1

In perspective *ushul fiqh*, QS. al- Mā'idah : 1 is paragraph the law that has universal coverage. Word *al - ' uqud* shaped plural *ma' rifah* with alif-lam, which according to rules language and *ushul* show meaning *istighrāq*, namely covers all over type contract without restrictions. Therefore that, the law contained paragraph This No limited by reason special the decline verses, but rather valid general in accordance with rules *al - ' ibrah bi ' umūm al- laf z la bi khu ṣ ū ṣ al- sabab*.

The interpreters such as al- Ṭ abarī, al- Qur ṭ ubī, Ibn Kathīr, and Fakhr al- Dīn al- Rāzī confirm that order *awfu bil - ' uqud* is principle the underlying basis all over system engagement in Islam. Commandments This nature *ilzām* (binding) in a way law) during the contract that was made fulfil condition valid and invalid contradictory with *sharia* provisions. With Thus, the contract *istisnā'* which aim fulfil need production community and maintain welfare treasure can entered to in coverage paragraph.

Approach interpreter contemporary also strengthens understanding Quraish Shihab, for example, views QS. al- Mā'idah: 1 as foundation ethics and law in build order modern social based honesty and responsibility answer. In the context transaction contemporary, verse This No only arrange individual relationships, but also become base legitimacy contracts modern economy during in harmony with *sharia* values. (Qutb, 2003).

a. Generality of the Wording

The Contracts is : Plural knowledge with "al " Contains meaning *istighrāq* (comprehensive). In general language and *usul* meaningful includes all over shape bond and commitment, without exception type, time, or perpetrator. This is confirmed by: Al-Ṭabarī, Al-Qurṭubī, Ibn-Kathīr, Wahbah az-Zuhaylī, Fakhr al- Dīn al- Rāzī.

Principle *al- 'Ibrah bi ' Umūm al- Laf z Yes yes Khuṣūṣ al - Sabab* in QS. al- Mā'idah : 1

Rule Ushul Fiqh : Al-Abraa in general, not specific to the cause

"Which is handle law is generality word, not specificity reason the descent verse ". Rules this agreed upon by the majority *u ṣ ū liyyīn* and happens strong deep verses law (āyāt al- a ḥ kām).

Apply for QS. al- Mā'idah : 1. Lafaz ayat :

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

b. Specificity reason no limit law even though reason *nuzul* related with: Betrayal individual (al-Ḥuṭaym), Agreement politics (Ḥudaybiyah), Violation of *ihram*. The ruling of the verse no limited to cases that, because no there is *qarinah takhṣiṣ*, no there is limiter word, sentence opened with call universal faith (*yā ayyuhalladzīna amanu*).

Munasabah Verses of QS. Al-Baqarah 275, 282, QS. Al- Mutaaffifin 1-3 and QS, Al-Maidah verse 1.

Relatedness between QS. al-Baqarah: 275, QS. al-Baqarah: 282, QS. al- Muṭ affifin : 1-3, and QS. al- Mā'idah : 1 shows existence One framework complete normative in arrangement mu' āmalah Islam. QS. al-Baqarah: 275 provides legitimacy general to sell buy, QS. al-Baqarah: 282 emphasized importance clarity and recording transaction future, QS. al- Mu ṭ affifin : 1-3 regulates ethics honesty, while QS. al- Mā'idah : 1 requires fulfillment the agreement that has been agreed.

Within the framework said, the contract *istisnā'* can understood as contract established ijtihādī based on principles general Qur'an, not as the contract that stands outside system Islamic law. Validity *istisnā'* not depending on the mention explicit in nash, but rather on its suitability with mark sharia principles, such as justice, certainty law and protection to property.

Main findings in tabular form

The Law of Fiqh	risk level	Recommended Solutions
The ambiguity of the verse with the meaning of the word in Arabic	Currently	Explicit matan specifications
Gradual Submission and Repetition of Meaning	Currently	Simultaneous handover
Specification Modifications	Currently	Obligatory qawā'id clause

Discussion

Analysis linguistics to terms key in verses *mu' āmalah* give strengthening to legitimacy contract *istisnā'*. The word *ṣana'a* in a way semantics show activity production carried out in a way planned and based expertise. Meaning This relevant with characteristics contract *istisnā'* as contract booking goods results industry whose specifications can determined since beginning.

Likewise, the term *'aqd* in the Qur'an shows bond the law that gave birth obligation (*iltizām*), not just moral commitment. Every *'aqd* contain element *'ahd*, but own consequence more laws strong. Therefore that, the contract *istisnā'* as form agreement that binds the parties including in category the obligatory *al- 'uqūd* fulfilled.

Temporary that, said *al- wafā'* contain meaning fulfill something in a way perfect and whole. In the context of contract *istisnā'*, principle *al- wafā'* demand manufacturer for fulfil specification goods, time delivery and quality as agreed. Principle This become the main pillar justice contractual in mu' āmalah Islam.

Relevant Hadiths with " *istisna* " sale and purchase

Hadith text this loaded in the book *Ṣaḥīḥ al- Bukhārī*, Kitāb *al- Buyū'*, Bāb *as- Salām*, No. 2240

حَدَّثَنَا عَلِيُّ بْنُ حَزَنَةَ، قَالَ حَدَّثَنَا ابْنُ أَبِي نَجِيحٍ، قَالَ سَمِعْتُ عَبْدَ اللَّهِ بْنَ كَثِيرٍ، قَالَ سَمِعْتُ أَبَا الْمُنْهَالِ، يَقُولُ سَأَلْتُ ابْنَ عَبَّاسٍ - رَضِيَ اللَّهُ عَنْهُمَا - عَنْ السَّلَفِ، فَقَالَ قَدِيمُ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ الْمَدِينَةَ وَهُمْ يُسَلِّفُونَ فِي الْبَيْتِ السَّنَةَ وَالسَّنَتَيْنِ أَوْ الثَّلَاثَ، فَقَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ " مَنْ أَسْلَفَ فِي شَيْءٍ فَلْيُسَلِّفْ فِي كَيْلٍ مَعْلُومٍ وَوَزْنٍ مَعْلُومٍ إِلَى أَجَلٍ مَعْلُومٍ "

Analysis Sanad dari hadis tentang akad Salam:

In the discipline of *'Ilal al-Ḥadīth*, *'illah* is defined as: A hidden reason casts doubt on the authenticity of the hadith, even though it appears sound That is, analysis *'Illah* no stop at connectivity chain of custody in a way born, but examine disabled hidden like *tadlīs*, *inqiṭā' khafī*, fault identification narrator, or opposition more chain of transmission strong (al- Qurṭubī, 2006).

Based on order sanad ' Ali ibn 'Abd Allāh → Sufi ā n → Ibn Abī Najī ḥ → ' Abd All ā h ibn Kathīr → Ab ū al-Minhal → Ibn ' Abb ā s. By apparent the whole narrator *tsiqat*, *sanad muttasil*, using *phaseḥ addathanā/haddathanī/samī' tu*.

Tadlīs Ibn Abi Najīḥ (Potential 'god main) Ibn Abī Najī ḥ assessed by scholars as *thiqah*, there is a

book 3 However, in documentation this he using *speech* حَدَّثَنِي qaal' According to the rule of *mu ḥ addithīn, tashrī ḥ al-samā'* explicitly negates the impact of *tadlīs*, and raised the possibility of *'illah sanad* (Ibn Rajab, 1996). Conclusion None *' god* from side *tadlīs*. In the analysis of *'ilal*, it is often tested whether the narrator actually met his teacher or was merely a contemporary. The fact that the *rijāl* 'Abd Allāh ibn Kathīr and Abū al-Minhal were both *tabi'īn* of Mecca records that there was a *liqā'* (direct meeting).

In the sanad it is stated that *the word* According to Ibn al- Ṣ alā ḥ, *lafaz sami'tu* is the highest indicator of *ittisāl sanad* (al-Baghdādī, 1986). In conclusion there is no *inqi ṭ ā' khafī*.

The potential of another *'illah* is a hidden *irsāl*, especially in the *tabi'ī- ṣ a ḥ ābī relationship*. However, in this sanad سَأَلْتُ ابْنَ عَبَّاسٍ The word *sa'altu* indicates direct dialogue, factual encounter, and negates *irsāl* (Ibn al- Ṣ alā ḥ, 1986). The scholars of *rijāl* confirm that Abū al-Minhal heard direct from Ibn' Abbās (Ibn Ḥajar al- ' Asqalānī, 2001). The conclusion is not there is *' god irsāl*. In science *' ilal*, error identification narrator can become disabled *sanad*. The name "Sufyān" has potential referring to Sufyān ibn 'Uyaynah or Sufyān al- Thawrī. However in context Ṣ a ḥ ī ḥ al- Bukhārī. Guru ' Ali ibn al-Madīnī if narrate from "Sufyān", in Certain is Sufyān ibn 'Uyaynah (al- Mizzī, 1980). This matter confirmed by Ibn Ḥajar in *Fat ḥ al-Bārī*. Conclusion no There is *' god* from side identity narrator.

In Uji *Syudhūdh* and *Mu' āra ḍ ah Sanad*. This hadith narrated through many authentic path, no disagree a better narrator trustworthy and used in a way widely by *fuqahā'*.

According to rules *al- ḥ adīth year yakuna mu' allan half consensus ṭ uruquh* (Ibn Hajar al- ' Asqalānī, 1989). Conclusion: no present *Syudh ū dh* or *' god the great kingdom*

After done analysis *' god chain of narrators* to hadith *regards* from Ibn ' Abbās, no found disabled hidden that injures validity *sanad*. All narrator each other meet in a way direct with *tashrī ḥ al- samā'*, no there is *tadlīs* problematic, *irsāl*, and *syudhūdh*. Therefore that, hadith This assessed *ṣ a ḥ ī ḥ li- dhātih* according to standard knowledge *' ilal al- ḥ adīth*.

Takhrij above hadith from the book of al-Bukhari, that the Sanad ' Ali ibn ' Abd Allāh → Sufi'ah ibn ' Uyaynah → Ibn ' Abd Naj'ih → 'Abd al - Ahl ibn Kath'ir → Ab ū al-Minhal → Ibn ' Abb ā s. The available in *sa ḥ ī ḥ al- Bukhārī*, book *al-Salam*, Bab *al-Salam fi Kaylīn Ma'loom or Weight Ma'lum* (M. Q. Shihab, 2002). Pointing *documents*, throughout *levi tsiqah*, with *tashrī ḥ al- samā'*. In *Jam' al - Ṭ uruq* (Collection of Paths) *Tabi' īn Path* dari Ibn ' Abbās : Abū al-Minhal, ' A ṭ a ' ibn Abī Rabāḥ and' Love. This shows hadith not *poor*, but *famous* pada *ṭ abaqaḥ tabi' īn*.

Analysis Difference Editor (*Ikhtilāf al- Lafṣ*), *kaylīn ma' lūm, waznīn ma' lūm, ilā ajalīn ma' lūm*. Difference This No substantive, of a nature *tanawwu ' lafṣī*, not *idtirāb*. Al-Bukharī and Muslim categorize hadith This in *Ṣ aḥīḥ* and indicated *ṣ aḥīḥ* highest. Status of hadith *Ṣ aḥīḥ muttafaq ' alā ma' nāh*, the reason narrated by al-Bukhārī and Muslim, *who* have Lots valid path, and not there is *' god sanad, syudhūdh, idtirāb matn*.

Hadith about contract regards from Ibn'Abbās narrated by al- Bukhārī and Muslim as well as by the compilers of the Sunan and Musnad through a number of track *valid*, good through Abū al-Minhal, ' A ṭ ā', as well as 'Ikrimah. Diversity track This lift hadith from level *ā ḥ ād* become *masyhūr* pada *ṭ abaqaḥ tabi' īn* and confirms his status as hadith *ṣ a ḥ ī ḥ li- dhātih* that becomes runway main in chapter contract *regards in jurisprudence transaction*.

Hadith nabi:

حَدَّثَنَا إِسْمَاعِيلُ، قَالَ حَدَّثَنِي مَالِكٌ، عَنْ ابْنِ شِهَابٍ، عَنْ سَعِيدِ بْنِ الْمُسَيَّبِ، وَعَنْ عُبَيْدِ اللَّهِ بْنِ عَبْدِ اللَّهِ، عَنْ أَبِيهِ عَبْدِ اللَّهِ بْنِ عَبَّاسٍ رَضِيَ اللَّهُ عَنْهُمْ، عَنْ سَهْلِ بْنِ سَعْدٍ السَّاعِدِيِّ رَضِيَ اللَّهُ عَنْهُ قَالَ أُرْسِلَ رَسُولُ اللَّهِ ﷺ إِلَى امْرَأَةٍ مِنَ الْأَنْصَارِ قَدْ سَمَّاهَا سَهْلٌ أَنْ مَرِيَ غُلَامُكَ النَّجَارُ يَعْمَلُ لِي أَعْوَادًا أَجْلِسُ عَلَيْهِمْ، فَعَمِلَتْهَا مِنْ طَرَفٍ، فَلَمَّا قَامَ النَّبِيُّ ﷺ عَلَيْهَا كَبَّرَ، فَقَامَ النَّاسُ خَلْفَهُ، فَرَفَعَ يَدَيْهِ وَهُوَ عَلَى الْمُنْبَرِ، ثُمَّ نَزَلَ فَسَجَدَ فِي أَصْلِ الْمُنْبَرِ، ثُمَّ عَادَ إِلَيْهِ، فَلَمَّا فَرَغَ أَقْبَلَ عَلَى النَّاسِ فَقَالَ: يَا أَيُّهَا النَّاسُ، إِنَّمَا صَنَعْتُ هَذَا لِتَأْتَمُّوا بِي وَلِتَعْلَمُوا صَلَاتِي

Approach analytical to hadiths *transaction* like this is also used in study hadith contemporary which emphasizes importance understand context, *'illah*, and implications law hadith in a way

comprehensive (Al-Bukhari, 2018).

Analysis *god chain of narrators* from hadith manufacturing pulpit prophet:

The chain of hadith analyzed is as following:

حدثنا إسماعيل، قال حدثني مالك، عن ابن شهاب، عن سعيد بن المسيب، وعن عبيد الله بن عبد الله، عن أبيه عبد الله بن عباس رضي الله عنهم، عن سهل بن سعد الساعدي رضي الله عنه قال...

hierarchis: (Ismā' il ibn Abī Uways), Malik bin Annas, Muhammad bin Shihab al-Zuhri, Saeed bin al-Musayyabdan Ubayd Allah bin Abdullah bin Utbah, Abdullah bin Abbas, Sahl bin Saad al-Saadi, Nabi Muhammad SAW.

Identification of the Divine Sanad

1. 'illah Main : Inconsistencies in the History of the Companions (تداخل الصحابة)

In a way *Zahir*, *sanad* This looks *muttasil*. However, after investigated in a way *rijāl* and *mu' ā ṣ arah*, a serious problem arose, 'Abdullāh ibn 'Abbās (d. 68 H) did not known in a way strong narrate direct from Sahl ibn Sa' d (d. 91 H). Not found word (سَمِعْتُ / حَدَّثَنِي) who confirms *liqā* 'in between both of them.

The scholars of 'ilal confirm that, history friend from another friend needs indication clear meeting, if no, then history the categorized as *inqi ṭ ā ' khafī* (Jahar, 2022). This is 'god *khafīyyah* because it does not visible on the outside *sanad*, new detected through comparison *ṭ uruq* and history narration.

2. 'Allah Additional: I ḍ ṭ irāb in the Path of al- Zuhri

In this sanad, al-Zuhri narrated: On the authority of Sa'id ibn al-Musayyab, and on the authority of Ubayd Allah ibn 'Abd Allah'(p adahal) dalam riwayat lain, al- Zuhri meriwayatkan hanya dari Sa' id atau hanya dari ' Ubaydullāh atau langsung dari Abū Ḥ āzim ← Sahl ibn Sa' d.

According to rules ' ilal: If a narrator *tsiqah* narrate hadith with difference significant sanad, then matter That called *i ḍ ṭ irāb*, although his eyes same (Ibn Abī Ḥ ātim, 2001). However *i ḍ ṭ irāb* this no *qāḍih*, because, all narrator *tsiqah*, history own Lots *martyrs* and *mutabi*'.

Potential *Tadlis* al- Zuhri (غير قاذح), al- Zuhri of course known as *mudallis* light, deep *chain of narrators* This He use word عن, will but the history of al- Zuhri from Sa' id and ' Ubaydullāh tsābit al-samā', al- Bukhārī No narrate from *mudallis* unless proven samā' (al-Dāraqutnī, 1985). So *tadlis* No considered 'god *qāḍihah*, only noted as notes methodological. Comparison with the *Aṣaḥḥ* route. The route is considered the safest from 'god is : سهل بن سعد ← أبو حازم ← مالك this path No involving Ibn ' Abbās, no There is merger *tabi' in*, stated as *a ṣ a ḥḥ al- ṭ uruq* by Ibn Ḥ ajar and al- Dāraqutnī (Ibn Ḥ ajar al -' Asqalānī, 1989).

In conclusion If seen from *chain of narrators born* that hadith This *valid* and if seen from *chain of narrators* his *inner self* hadith This contain *god*, type *god inqitha khafi* and *idtirab*. Impact the law No drop evaluation hadith and its status is *authentic little ghairih*. In a way overall, hadith This *ḥ ujjah* in ability pulpit, also as function educative prayer and draft *leasing* (services) craftsman) for interests of worship.

Deviation between the history contained in the Hadith of the Prophet's pulpit ﷺ narrated through a number of friends and paths different *tābi ' in*, so that happen difference editorial (*lafẓan*) and differences structure sanad, however no contradictory in a way meaning (*ma'nan*). Inmethodological, *ikhtilāf* This including اختلاف تتوَع لا اختلاف تضاد (difference variation, not contradiction). *Ikhtilāf* in Sanad (اختلاف الإسناد). Difference Friend Narrator, hadith This narrated from a number of friend, Sahl ibn Sa' d al- Sā' idī → track main and strongest, Anas ibn Mālik → mut ā bi ', Jābir ibn 'Abdillāh → sy ā hid. Difference This show ta' addud al- waqi' ah al- musyāhadah (many witness one events), not indication weakness hadith (Ibn Ḥ ajar, 1379 AH). Ibn al- Ṣ alā ḥ confirm that " Differences track friend precisely strengthen hadith during No There is ta' āru ḍ meaning (Ibn Ḥ ajar al -' Asqalānī, 2001).

Deviation history hadith the Prophet's pulpit is *deviation tanawwu* ' happened because, there are many witness, difference method narration, differences level of detail No influence validity hadith, in

fact enrich understanding fiqh , Prophetic pedagogy and Methodology *jam' al-riwāyāt*.

Matan criticism hadith manufacturing pulpit

In a way textual, hadith This show that the Prophet order a woman an *ṣār* to order craftsman the wood make seat (pulpit). Command This related with means, not mahdhah worship. The Prophet used results work the in context of worship (prayer). From the side *word*, no there is صيغة الإيجاب (*pronunciation obligation*), no There is indication *ta'abbud* pure. So, in general textual , command This show *jawāz* (*permissibility*), not obligation or sunnah *ta'abbudiyyah* (Ibn al-Ṣalāḥ., 2002).

In a way contextual, hadith This confirm principle Flexibility places of worship, priority purpose (*maqāṣid*) above form and legitimacy innovation *wasā'il*, not *heresy* in worship. With thus, the pulpit is part essential prayer, pulpit and *wasīlah ta'līmīyyah*. The applicable rules God willing (Ibn Ḥajar al-'Asqalānī, 2004)

This Hadith classified as الفعل المعتل العادي الاختياري Characteristics: related with world affairs, done on consideration rational, accompanied by *ta'lil* explicit. According to al- Qarāfi and Ibn 'Āshūr, Fi'l Nabi who is ' *ādīl* and *mu'allal* and not give birth to law must or sunnah *ta'abbudiyyah*. Legal status (*permissibility* prescribed by law).

Indication ' *Urf* in Matan. Hadith mentions النجار Gamal (slave / craftsman wood), profession craftsman wood recognized in a way social, no there is detailed explanation of the contract. This shows practice carpentry Already become ' *urf qā'im* and the Prophet acknowledged it without correction. Rules

المعروف عرفاً كالمشروط شرطاً. this hadith become a historical basis important in discussion place of worship, marriage contract *istisnā'* and Fiqh based *maqāṣid* (Al-Qarāfi, 1998)

Istinbā' Law According to Four School of thought

School of thought Ḥanafī - Permitting *Istisnā'* and the law *Jā'iz* (may) as contract independent. harmonious *istisna*: two parties the one who has the contract, the object contract and *shighat* contract. For requirements: specifications *barng* must clear, material standard from maker, goods Not yet There is moment contrac, goods can made in accordance order, price agreed at the beginning and time handover may determined or no. Permission That use evidence and methods (1) *Istihsān* and ' *urf* that is practice booking goods has common and necessary. (2) *Taqrīr* Prophet through practice booking (including hadith pulpit). With reason avoid *ḥaraj* (difficulty) when forced to *greetings / ijarah* and have flexibility in payment, payment may in advance, gradually or at the end. *School of thought* this is the earliest formalize *istisnā'* (Nawawi, 2011).

School of thought Mālikī - Permitting with Approach ' *Urf* and *Maṣlaḥah*. The law may, generally understood as sell buy based habits (' *urf*). The evidence and methods used in ' *Urf mu'tabar* and *maṣlaḥah Mursalah*, no requires greetings.

with reason need production Medina society , substance benefit more prioritized than formal form of the contract (Al-Ṭabarī, 2001). *School of thought* Syāfi' ī - Rejects as contract independent. The law No legitimate as contract special. The rules used prohibition sell buy items that have not been there is (*bay' mā laysa'indaka*), avoid *gharar*. They give solution diverted to *greetings* (must pay full at the beginning) or *ljarah*. Rejection nature formalistic , not to need practically (Hidayatullah, 2018)

School of thought Ḥanbalī - Approach Moderate. The established law Tend allow If *gharar* can controlled. The arguments and methods used is *Qiyās* to greetings plus consideration *ḥājah*. Specification must clear because, Accommodating need without open *gharar* excess (al- Nawawī , 1997).

The Strongest Opinion is opinion Ḥanafī (supported Mālikī and some Ḥanbalī) is the strongest , because in harmony with *maqāṣid al-sharī'ah* (*raf' al-ḥaraj*) which is based on the ' *urf sahih* which is acknowledged by the Prophet and is consistent with practice production real throughout History (Jamal Ghofir, 2020)

Its relevance with need contemporary, *istisnā'* crucial for construction and manufacturing, industry order specifically, sharia financing of projects (infrastructure, ships, aircraft). One of them

institution contemporary adopt approach Ḥanafī with strengthening condition specification For minimize *gharar* (Al-Ghazali, 2001).

With thus Ḥanafī paling applicative and *maqāṣ idī*, Syāfi' consistent *ushul*, however not enough adaptive. While contemporary need *istisnā'* as contract valid, with regulations specifications and stages payment.

Difference view between *sect* jurisprudence about validity contract *istisnā'* the until now Still become references important in discourse law contemporary Islamic economics, in particular in respond need contract modern (AAOIFI., 2017).

Context contemporary in contract *istisna*

In practice Islamic banking, *istisnā'* used for financing goods orders (*made to order*) that have not been There is moment contracts, especially in the sector construction (buildings, houses, roads, bridges), manufacturing heavy (ships, planes, machines) industry), projects infrastructure and EPC (*Engineering Procurement Construction*). The basic scheme of Islamic banks is to act as seller (*ṣāni'*) to customer, Bank orders goods to contractor. Payment to contractor can gradually in accordance progress. Contract This relevant Because flexible in payment and according need project term Medium -Long (Hasan, 2022). This is very relevant with modern financing. In the banking world, we also know *istisna* parallel. *Istisnā'* parallel are two contracts *istisnā'* separate and independent. The contract first: bank ↔ customer, contract second: bank ↔ contractor / supplier. Terms mainly second contract No each other depends in a way law, the bank bears risk until goods handed over, no may There is conditions that relate cancellation One contract with contract others. This model allows banks to play a role as a productive intermediary, not just financier debt- based (al- Zu ḥ ayli , 1989). this allows efficiency banking.

In Fatwa DSN-MUI No. 06/DSN-MUI/IV/2000 on the tree provisions mentioned *istisna'* allowed deep Sharia financing, specifications goods must clearly, time submission can determined or no, payment can gradually or at the end, *istisnā'* parallel allowed with conditions contract separate. This fatwa adopt approach *sect* Ḥanafī based on '*urf* and *ma ṣ la ḥ ah* (AAOIFI, 2020). as well give runway normative National approach *ushul jurisprudence* kind of this many used deep study cutting-edge for explain legitimacy contracts *mu'āmalah* which no mentioned in a way explicit deep nash (Auda, 2022). Findings research this in line with tendency study contemporary Islamic law that emphasizes importance approach normative-*ushūlī* deep evaluate validity contract *mu'āmalah* modern (Huda & Nova, 2023).

The following is a brief table from the perspective of the great scholars

Madzhab	The Law of <i>Istisnā'</i>	Main Reason	legitimacy conditions
Hanafi	Valid (<i>jawaz/istihsan</i>)	Practices of the Ummah & Hadith of the Prophet	Clear specifications
Syafi'i/Maliki	Form of greeting	The conditions for greeting are met	The item is not available yet
Hambali	Batil	Selling <i>ma'dum</i> goods	-

4. CONCLUSION

Based on study to verses of the Quran, hadith of the Prophet, as well analysis *istinbāt* law according to four *sect* jurisprudence, can concluded that contract *istisnā'* is contract *transaction* which No mentioned in a way explicit in the Qur'an, but set through *ijtihād fuqahā'* based on principles general Sharia.

From the side hadith, hadith contract regards from Ibn ' Abbās ra proven *ṣaḥīḥ li-dhātih* after analyzed through methodology '*ilal al-ḥadīth*, and become base analogical (*qiyās*) for arrangement

specifications, time, and clarity object in contract *istisnā'*. While that, hadith manufacturing the Prophet's pulpit, although contain 'god *khafiyyah* in part track sanadnya, still worth proof in a way the whole (*ṣaḥīḥ li-ghayrih*) and shows the Prophet's confession of practice booking goods to craftsme. This hadith categorized as *fi'l ikhtiyārī 'ādī mu'allal*, at the same time contain element *taqrīr* to 'urf the people of Medina in practice production and services.

Contract *istisnā'* proven own very strong relevance in context contemporary, especially in sector Islamic banking, construction, manufacturing and financing project scale big. *Istisnā' scheme* ' parallel allows institution Islamic finance plays a role active in sector real with still guard principle prudence and sharia compliance. DSN-MUI Fatwa No. 06/DSN-MUI/IV/2000 in explicit adopt approach *sect Ḥ anafi* and give legitimacy normative national to practice contract *istisnā'*, including flexibility payment and separation contract parallel.

the contract *istisnā'* can confirmed as contract *ijtihādī* legitimate, based generality evidence, 'urf which is recognized sharia, as well as *maqāṣid al-sharī'ah*, esp protection wealth (*ḥifz al-māl*), justice contractual, and omission difficulties (*raf' al-ḥ araj*). In the future, development regulations and practices *istisnā'* need Keep going directed at strengthening specification technical, transparency, and management risk for the contract This still in harmony with mark justice and integrity that become objective main Islamic law.

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