

IMPLEMENTATION OF WADI'AH ACADEMIC IN SHARIA BANKING

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Abstract

Public interest in muamalah according to shari'ah is a growing factor in the Indonesian economy. To develop society, the principle of Islamic Banking Institutions or Syari'ah Banking is to dismantle the interest system and replace it with a system for measuring the results of savings and loan operations. The most common form of fundraising contract in Islamic banks is the savings contract, which is also known as the wadi'ah contract. This study uses a constructive paradigm with a qualitative descriptive analysis for this type of research conducted on the literature. To process data, users use two types: secondary data and primary data. Data collection techniques are carried out using documentation studies. Data analysis uses content analysis with a more thorough process which includes categorization and selection in an in-depth format. In the process of collecting and analyzing data, researchers used two models of triangulation of sources. According to evidence, Wadi'ah helps those in need. Based on its application in Islamic banking, the term "wadi'ah contract" is divided into two categories, namely "Safe Keeping" and "Safe Deposit Box". "Safe Keeping" refers to the safekeeping of documents, contracts and other important documents, while "Safe Deposit Box" refers to the safekeeping of important papers, contracts and other documents. Every sharia banking organization must carry out its banking activities in accordance with Islamic sharia principles, especially those related to credit procedures. Islamic banking not only has a destination, but also has various problems. Including sharia products and tabling based on wadi'ah contracts.

Keyword : *Implementation, Wadi'ah Contract*

Abstrak

Minat masyarakat terhadap muamalah menurut syari'ah merupakan faktor yang berkembang dalam perekonomian Indonesia. Untuk memberdayakan masyarakat, prinsip Lembaga Perbankan Syariah atau Perbankan Syariah adalah membongkar sistem bunga dan menggantinya dengan sistem pengukuran hasil usaha simpan pinjam. Bentuk akad penghimpunan dana yang paling umum di bank syariah adalah akad simpanan, yang juga dikenal dengan akad wadi'ah. Penelitian ini menggunakan paradigma konstruktivis dengan analisis deskriptif kualitatif untuk jenis penelitian yang dilakukan pada literatur. Untuk

mengolah data, pengguna menggunakan dua jenis: data sekunder dan data primer. Teknik pengumpulan data dilakukan dengan menggunakan studi dokumentasi. Analisis data menggunakan analisis isi dengan proses yang lebih menyeluruh yang meliputi kategorisasi dan seleksi dalam format yang mendalam. Dalam proses pengumpulan dan analisis data, peneliti menggunakan dua model triangulasi sumber. Menurut bukti, Wadi'ah membantu mereka yang membutuhkan. Berdasarkan penerapannya dalam perbankan syariah, istilah "akad wadi'ah" terbagi menjadi dua kategori, yaitu "Safe Keeping" dan "Safe Deposit Box". "Safe Keeping" mengacu pada penyimpanan dokumen, kontrak, dan dokumen penting lainnya, sedangkan "Safe Deposit Box" mengacu pada penyimpanan surat-surat penting, kontrak, dan dokumen lainnya. Setiap organisasi perbankan syariah harus menjalankan kegiatan perbankannya sesuai dengan prinsip syariah Islam, terutama yang berkaitan dengan tata cara perkreditan. Perbankan syariah tidak hanya memiliki tempat tujuan, tetapi juga memiliki berbagai masalah. Termasuk produk syariah dan tabling berdasarkan akad wadi'ah.

Keyword : *Implementasi, Akad Wadi'ah*

Introduction

Today the development of people's lives from time to time is growing rapidly due to the globalization era. Along with this, the development of aspects of community life itself is also followed. In people's lives, we cannot be separated from what is called economic activity, especially in meeting the needs of life in the future. One of the economic activities that cannot be separated from people's lives is financial institutions. Financial institutions are facilities that have a strategic role in the economic activities of society. The financial institution in question is banking, why is it a strategic facility? Because it is caused by the main function of banking as a financial intermediary (Aisyah, 2016). Banking in general, both conventional banks and Islamic banks, has three main functions, namely as a forum for collecting funds from the public and channeling funds to the public effectively and efficiently, as well as providing services in the form of services (Indrawati, 2012b).

The factor for developing the Indonesian economy is the public's interest in muamalah in a shari'ah way. The principle of Islamic financial institutions or what is often referred to as Islamic banking in empowering the wider community is to remove the interest system and replace it with a profit sharing system in the savings and loan business. Along with the rapid development of sharia banking in the last decade, especially after the economic crisis in 1998, sharia banking has become an alternative for the community to run their business and business (Lutfi, 2020). According to Law

no. 21 of 2008, Sharia Banks are banks that operate based on the principles of Islamic law, namely prioritizing justice, partnership, openness, and expediency. Islamic banking is a very promising business institution in practice, products, and services of Islamic banks are also by the Islamic concept which is *rahmatan lil alamin* (Detwati, n.d.).

Customers and society in general still view Islamic banks as conventional banks because the margins that customers have to pay are no less high than interest. Even this is a weak point in Islamic banking which is a priority for our minds together because the key to success in Islamic banking depends on the level of public trust in the financial strength of the bank concerned. So to gain this trust, it must with the level of quality and quantity of information provided to the public. Islamic banks must be able to convince the public that they have the ability and capacity to achieve financial goals and objectives by Islamic law. In this regard, sharia bank products are also not free from problems. In practice, some of the findings can reduce the level of public trust, if allowed to continue without any action from Islamic banks. In addition, from a sharia perspective, it is also necessary to review how best to carry out the contract so as not to harm both parties, both the bank and the customer (Mushlih Candrakusuma & Ghazali, 2016).

Islamic banks operate based on sharia principles, economic democracy, and prudential principles (Law No. 21 of 2000 Article 2). The explanation of sharia principles referred to in article 2 is that it does not contain usury, *maisir*, *gharar*, *haram* and *unjust*. The usury in question is the addition of income illegally (*vanity*), among others, in transactions of the exchange of similar goods that are not the same in quality, quantity and time of delivery (*fadhil*), or in lending and borrowing transactions that require the customer receiving the facility to return the funds received in excess of loan principal due to the passage of time (*nasi'ah*). The meaning of *maisir* is a transaction that is dependent on an uncertain and chancy situation. The meaning of *gharar* is a transaction whose object is unclear, whereabouts are unknown, or cannot be submitted at the time the transaction is made unless otherwise regulated in sharia. *Illegal intent*, is a transaction whose object is prohibited in sharia, and *unjust intent*, is a transaction that causes injustice to other parties (Mansyur et al., 2020).

The contracts that are applied in Islamic bank operations have been innovated from previous contract practices and adapted to Islamic bank operations, this is intended to provide convenience as well as a substitute for the interest system to provide benefits to the transacting parties (Detwati, n.d.). The dynamics of sharia contracts in financial products in Islamic banks follow the dynamics of changes in banking laws. In other words, the use of the concept of profit sharing as an operation of Islamic banks in Indonesia in a judicial manner has begun to be adopted in laws and regulations. In Law Number 7 of 1992 concerning banking Article 1 number 22, uses six patterns, namely: first, the deposit pattern through wadi'ah; second, the pattern of loans through qardh and qardh al-hasan contracts; third, the profit sharing pattern through mudharabah and syirkah contracts; fourth, buying and selling patterns through Murabaha contracts; fifth, the pattern of leasing through ijarah and ijarah Rompiiya bi al-talk contracts; the sixth, pattern of services through wakalah, kafala, hiwalah, ujr, sharf, and rahn contracts (Mansyur et al., 2020).

One type of fundraising contract in Islamic banking is a deposit contract, often referred to as a wadi'ah contract. A wadi'ah contract is a person's contract with another party by entrusting an item to be properly looked after, while according to the term it is giving power to another party to guard his property or goods openly or with a sign that is similar to that (Lutfi, 2020). In Islamic banking, wadi'ah contracts are divided into two types, namely yadh al-Amanah, which is a deposit that does not authorize the recipient of the deposit or depositor to use the goods or funds deposited, and yadh al-Dhamanah, namely the deposit that the recipient of the deposit has the right to use the funds/goods safekeeping for use without any obligation for the depositor to provide compensation to the depositor by sticking to the agreement can be taken at any time when necessary. In its implementation, Islamic banking tends to use the type of yadh al-dhamanah contract, namely in the form of savings and demand deposits (Indrawati, 2012a).

Research Problems

Based on the description that the researcher has put forward above, the formulation of the problem in this study is: How is the Implementation of Wadi'ah Contracts in Islamic Banking?

Objectives Of The Research

Referring to the formulation of the problem described above, the purpose of this learning is: To Know the Implementation of Wadi'ah Akad in Islamic Banking

Previous Related Study

There are several studies on wadi'ah product contracts in Islamic banks. This previous research is intended to avoid misunderstandings and to clarify the issues raised by the authors, so a literature review is needed to distinguish this research from existing research, while researchers who have previously examined are:

Masyrif: Journal of Economics, Business, and Sharia Banking Management Institut Dirosat Islamiyah Al-Amien Prenduan Vol. 3 No.1 pp. 41-52 written by Cici Insiyah, Fadilah, and Umairroh This research discusses: Islamic banking in Indonesia continues to experience growth from year to year both in urban and rural areas. This development is certainly a challenge for Islamic banking to remain competitive in the business world. BPRS Bhakti Sumekar Saronggi Branch Office is one of the sharia financial institutions that are able to compete amid tight competition in the financial business because BPRS Bhakti Sumekar Saronggi Branch Office has an increasing number of customers every year. The increase in the number of customers is allegedly due to the trust and customer satisfaction that has formed high loyalty to the Saronggi branch of the BPRS. This is of course triggered by the success of the BPRS in maximizing work, including in offering its superior products to customers. One of the superior products owned by BPRS Bhakti Sumekar Saronggi Branch Office is Barokah Savings. Barokah Savings is a saving of public funds in the form of rupiah savings with a "wadi'ah yad dhamanah" contract, namely as a pure deposit that will help manage public funds to be more baroque. The purpose of this study is to find out how the implementation of the wadi'ah yad dhamanah contract on barokah savings at BPRS Bhakti Sumekar Saronggi Branch Office. This type of research is field research with a

qualitative approach. The data collection techniques used in this study were observation methods, interviews with employees of the BPRS Bhakti Sumekar Saronggi Branch Office, and documentation. Supporting data sources come from brochures, and account opening forms. The results of this study indicate that the application of the wadi'ah yadh dhamanah contract at the BPRS Bhakti Sumekar Saronggi Branch Office is based on a fatwa issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) which has fulfilled the general provisions of wadi'ah savings, namely as savings, where these savings can be taken at any time (on call) or based on an agreement and no reward is required, except in the form of gifts ('athaya). In implementing savings using a wadi'ah contract at BPRS Bhakti Sumekar, the Saronggi Branch Office is also by the pillars and terms of the contract (Insiyah et al., n.d.).

Furthermore, Journal of Falah Journal of Islamic Economics 2016 Vol. 1 Hal.163-175 written by Mushlih Candrakusuma and Muhammad Ghazali This research discusses : As a normal situation, the Islamic banking industry does not only have opportunities but also various problems such as problems with current account products and wadi'ah-based sharia savings. In wadi'ah savings, Islamic banks receive trustworthy deposits from customers and channel them to be used optimally. The use of trust deposits (wadi'ah) is prohibited, but what is applied in the banking industry is that wadi'ah is used for any business project. From this point of view, this kind of application is more relevant to qardh contracts than wadi'ah. The purpose of Islamic law (maqasid al-syariah) is to guarantee the wealth (hifz al-mal) contained in the save deposit box product. In a save deposit box, wealth is deposited in a bank, kept in a special place, which is guarded by the bank. At the primary level (al-daruriyah), guarding property is a basic need for a Muslim. Thus, the sustainability of wealth security must be fought for (Muslih Candrakusuma, 2016).

Jurisdictie, Journal of Law and Sharia, Volume 3, Number 1, June 2012, pp. 1-1. This research discusses the implementation of sharia in bank related to the funds deposited by using wadi'ah contract funds. The bank uses the principle of wadi'ah yadh dhamanah, the goods are entrusted may be used and the depositor gets athoya of receiving deposits on the use of the goods. The application of this principle is similar with the qardh principle for its legal consequences which is resulted. The researcher

chooses Indonesia Muamalat Bank in Malang as the initiator bank of the implementation of Shariah principle related to the topic of the research. This study is an empirical study. The data are collected through interview, observation, and document. The data are analyzed with descriptive qualitative approaches. The result shows the principle implementing by Indonesia Muamalat Bank is the principle of wadi'ah yad-dhamanah on deposit products. This is because the bank refers to the laws that allow the bank to practice the implementation (Indrawati, 2012a).

Research Methods

This study uses a constructivist paradigm with a descriptive qualitative approach to the type of library research. Regarding data sources, researchers used two types of data, primary data sources, and secondary data. The data collection technique is done by documentation study. Data analysis uses content analysis with a further process by categorizing and selecting in depth. In testing the validity of the data, the researcher proposes two models, namely source triangulation (Zaluchu, 2020 : 33).

This report aims to look at the Bank's activities related to implementing wadi'ah contracts in Islamic banking. The researcher has written down what has been learned and clarified the subject matter of the assignment. To continue, please read a qualitative analysis using a descriptive method for this type of literature review, namely a review carried out using previous literature, such as journals, books, and other forms of scientific writing. Material seconds are measured through observation (Pratiwi, 2017 : 212).

The author uses data collection methods, identifies topics or discourse from journals, results of a priori thesis research, the internet, or other information related to the subject matter of this study, and finds cases. Data were collected and then analyzed descriptively and quantitatively (Sugiyono, 2014).

Result And Discussion

Islam is a perfect religion, in which there is a very special sharia, which is universal and comprehensive. Universal means that Islam is a religion that is appropriate and can be applied at any time and place. While comprehensive means that

Islam covers all aspects of life, both matters of worship and muamalah. One of the aims of the field of muamalah is in the fields of economics and banking. One of the banks that have existed since 1991 is Bank Muamalat, which is the first Islamic bank in Indonesia. Islamic banking is a development of the concept of Islamic economics, especially in the financial sector. The existence of financial institutions in Islam is vital because it seems that business activities and the wheels of the economy will not run. Islamic banking was formed as a correction to conventional banks that operate with an interesting system which is considered by some scholars as usury so that they can switch to a profit sharing system. In the current development phase, Islamic banking not only has opportunities but also has problems. Where Islamic banking through its programs has disseminated sharia products to the general public, but there are still some people who do not understand sharia products, even though when it is examined about the benefits, all sharia products certainly have their respective functions and roles in the economic life of the people (Mushlih Candrakusuma & Ghozali, 2016).

Islamic banking in its operations to collect funds can use two principles or contracts, namely, wadi'ah contracts and mudharabah mutlaqah contracts which are applied to demand deposits, deposits, and savings products. In wadi'ah contracts in Islamic banks, it is commonly called deposits or savings, which means savings with a pure deposit scheme from one party to another, both individuals and legal entities, which must be maintained by Islamic banks. The bank as the recipient of the deposit has no obligation to provide compensation but can charge fees for the safekeeping of the item, but at the policy of Islamic banks can provide bonuses to the depositor (Hambali, 2022).

In accordance with the laws and regulations stipulated by Bank Indonesia, this principle is applied in activities to collect funds from the public in the form of savings, namely demand deposits, savings, remittances, and other forms. The general provisions of the principle of wadi'ah are as follows:

1. Profits or losses arising from channeling funds become the property or liability of the bank, while the owner of the funds is not promised compensation and does not bear the loss. Banks are allowed to reward owners of funds to persuade them to withdraw public funds but this is not agreed beforehand.

2. Banks are required to enter into an account opening agreement that provides permission to distribute deposit funds and other agreed terms as long as they do not conflict with sharia principles. Especially for bank checking account holders, they can offer transfer checkbooks and credit cards.
3. For opening this account, the bank may charge an administrative fee to cover the costs actually incurred.
4. Other regulations regarding demand deposits and savings apply as long as they do not conflict with sharia principles (Risqy K, 2020).

Even by the development of science and the times, pure syariaah contracts that refer to fiqh in business and banking practices can be used as needed. In principle, a wadi'ah contract may be made on sharia-lawful assets, where the party receiving the deposit is a trustworthy party (al-amin which comes from the word amanah) and for him, it is a tabarru' contract (good deed) because he does not expect anything in return or profit. Therefore, the scholars explained that the wadi'ah contract is included and is part of helping each other in kindness and piety. According to the MUI fatwa, in theory, a wadi'ah contract when connected with a use permit from the depositor will give rise to two possibilities: first, if the permit in question is a permit to use the deposited property by the recipient of the deposit, then in substance, the wadi'ah contract changes to a qardh contract; so that the provisions that apply to the contract are the provisions of the qardh contract; and secondly, if the license in question is a license to conduct business or invest with entrusted funds, then the wadi'ah contract in substance becomes a mudharabah contract; Likewise with the provisions that apply by the mudharabah contract (Mubarok & Hasanudin, 2015).

The application of wadi'ah contracts in Islamic banking is divided into two, namely: yadh al-amanah and yadh al-dhamanah. At first, the wadi'ah contract appeared in the form of yadh al-amanah and then developed into yadh al-dhamanah. What is meant by yadh al-amanah is the contract for the safekeeping of goods or money deposited, and those who receive the deposit (amanah) are not responsible for damage or loss of the deposited goods that are not the result of actions or negligence. The characteristics of yadh al-amanah are as follows: a. assets or goods deposited may not be utilized and used by the recipient of the deposit; b. the recipient of the deposit only

functions as a trustee who is obliged to look after the goods deposited without being allowed to use them; c. as compensation, the recipient of the deposit is permitted to charge a fee to the person depositing it; d. Since the goods deposited cannot be used by the recipient of the deposit, this type of contract is a safe deposit box.

Whereas *yadh al-dhamanah* is an agreement or cooperation between two parties with goods or money safekeeping where the party receiving the deposit with or without the permission of the depositor can take advantage of the deposit and must be responsible for damage or loss of the deposited goods or money, as for the characteristics of *wadi' ah yadh al-dhamanah* are as follows: a. assets and goods deposited may and can be utilized by those receiving the deposit; b. because the use of goods or assets deposited will produce benefits or profits. The recipient of the deposit can give a portion of the profits only as a bonus or voluntary gift and the number of procedures is not promised at the beginning of the contract; c. Islamic banking products that are by this agreement are *wadi'ah* current accounts and *wadi'ah* savings accounts (Huda, 2021).

Wadi'ah products are a form of cooperation between two parties, namely the first party (*muwaddi'*) entrusts his goods/funds to the second party (*Mustawda'*) receiving the deposit so that he can utilize the first party's deposit in transactions that are permissible in Islam. In addition, customers are also allowed to withdraw their funds at the bank at any time when needed (Insiyah et al., n.d.). The *wadi'ah* contract applied to Islamic financial institutions is marked by two things: 1) the object being deposited is money, and 2) the Islamic financial institution as the recipient of the deposit (*muda'/mustawda'*) is permitted by the depositor to use the money. A *wadi'ah* contract in which there is a permit to use the entrusted object from the party who entrusts it to the recipient of the deposit is substantively the same as a *qardh* contract (Mubarok & Hasanudin, 2015). In the study of *fiqh*, the law accepts *wadi'ah* or goods entrusted there are five, namely as follows:

- 1) *Sunnah*, for people who believe in themselves that they can take care of the deposit that is handed over to them.
- 2) *Wajib*, the law of accepting entrusted objects can be subject to mandatory punishment if there is no other honest and decent person other than himself.

- 3) Mubah, it is permissible for the law to accept entrusted objects if someone tells the person who is asking for treason, but the person who wants to be entrusted is sure and continues to believe that this person can be given a mandate.
- 4) Makruh, namely for people who can take care of it, but he does not believe in himself. And maybe, in the future, it will cause him to betray the goods that are entrusted.
- 5) Haram, that is, if the recipient of the deposit is unable to take care of the item deposited as it should be because it seems as if he opened the door for the damage or disappearance of the item deposited (Muslih Candrakusuma, 2016).

Implementation of wadi'ah contracts in Islamic banking products according to the type of contract used. In the wadi'ah yadh al-amanah contract which is a pure deposit, it can be used for Safe Deposit Box products where the depositor entrusts his assets or goods to the recipient of the deposit for safekeeping and not for investment. The recipient of the deposit must take good care of it and not use the item entrusted, and the depositor may be charged a safekeeping fee as a maintenance fee for the item, as long as there is no profit left and it is used up for maintenance costs. A light example that is real in the practice of using a pure wadi'ah contract is bicycle safekeeping, where the depositor pays a fee for the care or maintenance of the item entrusted as *ujrah* and the item is not used by the recipient of the deposit (Indrawati, 2012a). The second product, namely Safe Keeping, is a safekeeping service provided by banks to secure documents or securities of customers in connection with customer guarantees for facilities obtained from banks. In general, the bank will not take a fee (wages) for the safekeeping of these securities, because this deposit is an integral part that cannot be separated from the rights and obligations of the customer to the bank (Wulandari, 2018).

As for the wadi'ah yadh al-dhamanah contract, it can be used for wadi'ah demand deposits and savings/savings products. In the wadi'ah current account product, the bank switches the taboo contract (*help*) to a *tijarah* contract. Where wadi'ah demand deposits are used by banks that aim to make a profit, and the proceeds belong entirely to the bank because wadi'ah demand deposits are an investment in nature, and seeing as the main function of banking, one of which is a means of channeling funds to the public (Putri & Aravik, 2021). Benefits for wadi'ah demand deposit customers who use a wadi'ah yadh

al-dhamanah contract are not subject to administration fees, while customers get withdrawal or transfer facilities, guaranteed security and integrity of deposited funds, as well as bonuses for using funds deposited from the bank, even if the customer does not expect compensation for the funds used. After this has been implemented, the funds are controlled by the bank in its management. So the wadi'ah yadh al-dhamanah contract for wadi'ah current account products is not different from the term qardh, which means borrowing funds from customers to banks, because the funds submitted are controlled by the bank to be used as productive funds to seek profits in investment (Indrawati, 2012a).

Furthermore, the application of the wadi'ah yadh al-dhamanah contract through savings products, namely Eid al-Fitr savings, which means; a) this deposit uses a wadi'ah yadh al-dHamanah contract which is based on the principle of a savings account (term savings) because deposits and withdrawals can only be made at the time according to the agreement; b) banking parties can use and utilize this for financing purposes and at the same time the deposited funds can be used as liquidity funds for other deposit products (Sa'diyah, 2020). In the wadi'ah yadh al-dhamanah contract for savings products, banks can provide bonuses to customers from the profits earned, banks are more flexible to use these funds for the purpose of making a profit (Insiyah et al., n.d.).

Based on the fatwa of the National Sharia Council (DSN) No. 01/DSN MUI/IV/2000, it is stated that current accounts are justified according to sharia, namely those based on the principles of mudharabah and wadi'ah. Likewise savings with wadi'ah products, can be justified based on DSN fatwa No: 02//DSN-MUI/IV/2000, which states that savings are justified, namely savings based on the principles of mudharabah and wadi'ah. Regarding the two types of wadi'ah contracts, yadh al-amanah and yadh al-dhamanah, in practice, Islamic banking applies the principle of wadi'ah yadh al-dhamanah with demand deposits and savings products. These contracts tend to force themselves to use deposited funds to be used for productive activities desired by the bank. Based on the principle, in wadi'ah the use of a deposit in any form is prohibited, because if there is an element of use by the entrusted party (bank) to be used then the contract turns into qardh (debts). The wadi'ah contract in Islamic banking is not

the wadi'ah contract described in fiqh books, but the wadi'ah contract applied in Islamic banking today, is more relevant to the qardh (debt-receivable) contract, which is then referred to as wadi'ah contract which refers to wadi'ah yadh al-dhamanah (Muslih Candrakusuma, 2016).

In its implementation in sharia banking, in a syar'i way, the contract is said to be valid or legally enforceable, if when the contract is executed, the pillars and legal requirements are met, as according to the Compilation of Sharia Economic Law (KHES), as well as the wadi'ah contract, of course, has pillars and The conditions for its implementation are as follows:

1. Pillars of wadi'ah

The following are the pillars of the wadi'ah contract:

- a. The person who entrusts (muwaddi')
- b. The person entrusted (mustawada')
- c. Deposited goods
- d. Surrender (consent), accept (qabul)

2. Terms of wadi'ah

The terms of the wadi'ah contract are related to the pillars mentioned above, namely the conditions for the object to be deposited; a) the object being deposited must be something that can be stored and is durable; b) goods stored can be controlled by the depositor; c) if the goods stored are not durable, then the depositor may sell after obtaining permission from the court and the proceeds from the sale are stored and will be given to the owner in due time. Sighat terms, and conditions for the person who owns the goods and the person who keeps them; a) have good sense, meaning a perfect sense of mind. This is because the law of this contract is the obligation to guard the property, while an unreasonable person cannot afford to keep the goods entrusted; b) smart (has rashid characteristics); c) it is not required to reach puberty, but children who are mumayyish must obtain permission; d) the owner of the goods and the person who saves are not limited to individuals but can also be legal entities, companies, cooperatives, and others. In KHES Article 371 the conditions for the party carrying out the wadi'ah contract are legally competent, while the goods deposited must be able to be handed over and controlled (Kurniawati et al., 2021).

The shari'at foundation and provisions regarding bank Indonesia wadi'ah certificates are regulated in the Fatwa of the National Sharia Council number 36/DSN-MUI/2002 concerning bank Indonesia wadi'ah certificates dated 23 October 2002 (Sa'diyah, 2020), wherein the fatwa as the basis of sharia are as follows:

1. Sharia foution
 - a. Al-Qur'an

❦ إِنَّ اللَّهَ يَأْمُرُكُمْ أَنْ تُؤَدُّوا الْأَمَانَاتِ إِلَىٰ أَهْلِهَا

“Verily, Allah orders you to convey the message to those who are entitled to receive it”. (QS. An-Nisa : 58)

❦ وَإِنْ كُنْتُمْ عَلَىٰ سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهْنَ مَقْبُوضَهُ^ط فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِمِنَ أَمَانَتَهُ^ط وَلْيَتَّقِ اللَّهَ رَبَّهُ^ط

“If you are on a trip (and don't do mu'amalah in cash) while you don't get a writer, then there should be dependents held (by the debtor). However, if some of you believe in others, then let the trusted one fulfill his trust (his debt) and let him fear Allah, his Lord.”. (QS. Al-Baqarah : 283)

- b. Hadith

The hadith provisions regarding the principle of wadi'ah are found in a hadith narrated by Abu Daus.

“Abu Hurairah narrated that Rasulullah SAW. Say, convey (carry out) the mandate to those who are entitled to receive it and do not repay treachery to those who have kept the things they left behind.”

Based on the arguments above, scholars have agreed on the permissibility of entrusting goods or receiving deposits because humans need them. Everyone at one time needed the help of others to look after the things he left behind (Putra, 2019).

2. Positive Legal Basis

Based on PBI No. 9/19/PBI/2007 concerning the implementation of sharia principles in fundraising and distribution activities as well as sharia bank services, as amended by PBI No. 10/16/2008. Article 3 of the PBI states, among other things, that fulfillment of sharia principles is carried out through fundraising activities using, among other things, wadi'ah and mudharabah contracts (Putra, 2019).

The implementation of the wadi'ah contract does not rule out the possibility that the goods or assets entrusted will be damaged or lost. If someone steals, the person who received the entrusted items must replace them. Ibn Taimiyah's opinion is based on Umar r.a once asking for guarantees from Anas bin Malik r.a when the goods entrusted to Anas r.a were declared lost, while Anas r.a's assets were still there. If the person dies and it is proven that there are items entrusted to him by another person, it turns out that these items cannot be found, then the said item is a debt for the person receiving the deposit and must be paid by his heirs. If writing is found in his writing, which contains an acknowledgment of the entrusted objects, then the letter is used as a guide because the writing is considered the same as the words if the writing is written by himself. If a person receives entrusted goods, it has been a long time, so that he no longer knows where or who owns the deposited objects and has tried to find them reasonably, but no clear information can be obtained, then these deposited objects can be used to the interests of the Islamic religion by prioritizing the most important matters among important issues (Lutfi, 2020).

If the item entrusted is damaged due to the negligence of the person receiving it, then he is obliged to replace it. As for those included in the criteria of negligence, among others:

- a. The person who is entrusted with the deposit gives it to another person without the knowledge of the person who owns it.
- b. The item entrusted is used or taken away so that it is damaged or lost.
- c. Wasting entrusted goods.
- d. Betrayal, that is, when the entrusted item is requested, it is not granted without a clear reason.
- e. Negligence or carelessness in maintaining the entrusted goods.
- f. When the person entrusted with the item is sick or dies without making a will to his heirs or his family regarding the item being entrusted, this results in the item being damaged and lost (Mushlih Candrakusuma & Ghozali, 2016).

Conclusion

Islam is a pure religion containing a very special sharia, which is by definition all-encompassing and universal. Universal art can be done anywhere and anytime. Comprehensive writing always addresses every aspect of daily life, including the economy. Financial Institutions are the only economic initiatives that cannot be derived from the everyday experiences of the general public. Namely, Islamic banking, which uses a set of operating principles called contracts that are in line with Islamic law and has a number of products. The only example of this is known as a wadi'ah contract. According to theory, if the wadi'ah contract is accompanied by the use of a depositor, then there are two possibilities: first, if the use of the depositor is a permit to use the deposited property by the recipient of the deposit, then theoretically the wadi'ah contract changes to a qardh contract; As a result, the provisions that arise in the contract are contracts. If there is a prohibition on doing business or investing with money as a deposit, then the wadi'ah contract becomes a mudharabah contract; even when there are provisions in force that are consistent with the mudharabah contract.

Based on how it is implemented in syariah banking, there are two types of wadi'ah: titipan murni (wadi'ah yadh al-amanah), which means that in daily operations, bank staff are required to handle titipan-related paperwork but not to invest in it; additionally, the products of this akad are safe deposit boxes for the storage of goods and other items, and safe keeping boxes for documents, contracts, and other items. There are instances where akad wadi'ah yadh al-dhamanah is used to describe a titipan, whether it be a piece of equipment or a piece of paper that can be used again by the titipan's owner or the bank, is utilized by the bank seeking profit, and the results are those of the bank alone. Bonus for new customers will be given in accordance with shariah-compliant bank policies. Simpanan/tabungan and giro are the only products in the akad that can be invested in again by the bank.

In practice, Islamic banks adhere to the principle of wadi'ah yadh al-dhamanah by using items such as cash and checks. There are two types of wadi'ah, yadh al-amanah and yadh al-dhamanah. The advertisements in it consistently encourage you to use available funds for your use in productive projects that have been approved by the bank. According to this principle, deposits of any kind may be used in wadi'ah, but if a bank

prohibits their use, then the contract will turn into qardh (debt). The wadi'ah contract in Islamic banking is not the wadi'ah contract described in fiqh books, but the wadi'ah contract that is applied in Islamic banking today, is more relevant to the qardh (receivables) contract, which is then referred to as a wadi contract. 'ah which refers to wadi'ah yadh al-dhamanah.

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