



## Fiqh Study on Bank Interest and Its Development

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### Abstract

Bank interest is a controversial issue in the study of Islamic jurisprudence, especially in the context of the development of the modern banking system which makes it the main mechanism in conventional economic activities. The majority of classical fiqh scholars view bank interest as a form of riba that is prohibited because it contains additional elements of the principal of the loan that has the potential to cause injustice and exploitation, as affirmed in the Qur'an and hadith. However, some contemporary scholars offer a more contextual approach by taking into account the principles of emergency, benefits, and global economic realities. This study aims to analyze the legal position of bank interest in the perspective of Islamic jurisprudence and examine the development of ijtiḥad of classical and contemporary scholars in responding to conventional banking practices. The research method used is qualitative research with a literature study approach, through the study of classical fiqh sources, the thoughts of contemporary scholars, and literature related to Islamic economics and finance. The results of the study show that there are different views among scholars regarding the law of bank interest, which reflects the dynamics of ijtiḥad in responding to changes in the modern economic system. The majority of scholars still prohibit bank interest because of its similarity to riba, while some contemporary scholars provide limited space of abilities on the condition that they are not exploitative and intended for benefit. In conclusion, the fiqh study of bank interest emphasizes the importance of a comprehensive and contextual understanding of sharia principles in modern economic practice, as well as the need to strengthen the Islamic financial system as a fair alternative and in accordance with Islamic values.

## I. INTRODUCTION

The development of the modern economic system is a historical necessity that cannot be separated from the dynamics of human needs for foreign exchange, wealth distribution mechanisms, and increasingly complex financing systems. In this context, banking institutions emerge as central institutions that function to collect public funds and redistribute them in the form of credit or financing (Fure, 2016). One of the main characteristics of conventional banking is the application of interest as an instrument of profit on the use of funds over a certain period of time (Pane & Paradise, 2024). This system has become the main foundation of the global economy and is integrated in almost all economic activities, both at the individual, corporate, and state scales.

However, for Muslims, the existence of bank interest cannot be separated from the discourse of

Islamic law, especially in the study of jurisprudence. This is because Islam does not view economic activity solely as a value-neutral worldly activity, but as part of an ethical and moral system that aims to realize justice (al-'adl), welfare (al-maṣlaḥah), and social balance (Toriquddin, 2013). Therefore, every form of financial transaction must be subject to sharia principles sourced from the Qur'an, Sunnah, and ijtiḥad of scholars.

The prohibition of usury is one of the fundamental principles in the Islamic economic system. The Qur'an expressly condemns the practice of usury and clearly distinguishes it from legitimate buying and selling. This is as affirmed in Surah Al-Baqarah verse 275:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ ﴿٢٧٥﴾

This verse contains not only normative prohibitions, but also epistemological criticism of attempts to equate usury with buying and selling. The Qur'an affirms that *riba* has a destructive character that undermines the order of economic justice, because it places one-sided profits without risk on one side, while the other side bears the burden of uncertainty and structural oppression.

This prohibition is reinforced by the Sunnah of the Prophet Muhammad PBUH, as narrated by a hadith narrated from Jabir (may Allah be pleased with him):

لَعَنَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَكِلَ الرَّبَا وَمُوكِلَهُ وَكَاتِبَهُ  
وَشَاهِدِيَهُ، وَقَالَ هُمْ سَوَاءٌ

This hadith shows that *riba* is not just an individual act, but a system that involves many actors, so that moral and legal responsibility is inherent in all parties involved. Thus, usury is understood as an economic crime that is systemic, not incidental.

In the classical *fiqh* tradition, scholars have formulated the concept of *riba* in detail, both *riba faḍl* and *riba nasi'ah*, with an emphasis on the additional elements (*ziyādah*) that are required in the absence of a valid *'iwadh* (Stuart & Scott, 2020). Based on this framework, the majority of scholars are of the view that bank interest has substantial similarities with *riba nasi'ah*, because there is an addition to the principal of the loan that is determined from the beginning of the contract and is binding without considering the results of business or the risk of loss. This similarity of *illat* is the basis for the prohibition of bank interest by many scholars and various international fatwa institutions.

However, the development of modern economics presents a new reality that is not entirely identical to the practice of usury in pre-Islamic times. The modern banking system operates in a complex institutional structure, with state regulations, risk management mechanisms, as well as broader intermediation functions. This condition has prompted some contemporary Muslim thinkers to re-examine the concept of *riba* with a contextual and methodological approach, including taking into account inflation, business risk, money time value, and macroeconomic objectives. From this perspective, bank interest is seen by some as an economic instrument different from classical exploitative usury, although this view remains in the minority and has drawn sharp criticism (Saifuddin, 2018).

These differences of views show that the issue of bank interest is not a simple issue, but a

multidimensional issue involving aspects of religious texts, *ijtihad* methodology, economic reality, and sharia goals (*maqāṣid al-syarī'ah*). In this context, *fiqh* is not understood as a static doctrine, but as a product of *ijtihad* that develops with the changing times, without breaking away from the basic principles of sharia.

Along with the strengthening of criticism of the interest system, Islamic banking was born as a form of practical response of Muslims to the problem of usury. Islamic banking offers an alternative through profit-sharing, buying and selling, and lease-based contracts, which theoretically better reflect the principles of fairness and risk-sharing. However, in practice, the development of Islamic banking also faces various challenges, both in terms of contract substance, technical implementation, and indirect dependence on the conventional financial system. This shows that the discourse on bank interest remains relevant and requires an in-depth and sustainable study of *fiqh* (Rafika, 2022).

Based on this description, research entitled "Fiqh Study on Bank Interest and Its Development" is very important to be carried out. This research aims to comprehensively examine the concept of bank interest from the perspective of *fiqh*, trace the development of scholarly thought from classical to contemporary times, and analyze its relevance and implications in the modern economic system. With a holistic approach, this research is expected to be able to make a scientific contribution in enriching the treasures of *muamalah fiqh* and become a normative and practical reference for Muslims in responding to the existence of bank interest in a critical, rational, and in accordance with sharia principles.

## II. RESEARCH METHODS

In a scientific activity, research methods are an important element used to determine approaches and systematic steps in obtaining valid and relevant data. This methodology is designed so that research has a clear, measurable direction, and is able to answer the formulation of problems that have been formulated previously. With the right method, researchers can compile a logical and objective analysis to produce conclusions that can be scientifically accounted for (Muhaimin, 2020).

This research was conducted to examine the legal aspects of insurance from a sharia perspective, as well as to look at the implementation and challenges of sharia

insurance in Indonesia. Therefore, the approach used must be in line with the type of data analyzed and the nature of the problem being studied. The researcher chooses a qualitative method with library research techniques, because the object of study is conceptual and normative, and requires a deep understanding of literature sources such as laws and regulations, fatwas, books, journals, and other legal documents (Mahmud Marzuki, 2005).

This study uses a qualitative approach with the library *research method*. Literature studies are carried out by collecting, reading, and analyzing various relevant literature, such as fiqh books, journal articles, fatwas of contemporary scholars, as well as official documents from fatwa institutions such as the Indonesian Ulema Council (MUI), Al-Azhar Egypt, and the Organization of Islamic Conferences (OIC).

The main source of data comes from references that discuss Islamic law related to Bank Interest, both from the perspective of classical and contemporary fiqh law. In addition, the researcher also examines the verses of the Qur'an, the hadith of the Prophet Muhammad SAW, and the rules of fiqh (*qawa'id fiqhiyyah*) that are relevant to the issues of Conventional Banks, Riba, and Bank Interest.

Data analysis is carried out in a descriptive-analytical manner, namely by explaining the opinions of scholars, then analyzing them based on the principles of Islamic law to obtain comprehensive legal conclusions. This research does not involve field surveys or laboratory experiments, but is purely theoretical-normative.

The purpose of this method is to understand the shari'a limitations on Bank Interest on the use of Conventional Banks in the process of Daily Activities and to provide legal guidelines for Muslims in responding to the Use of Bank Interest appropriately and in accordance with Islamic teachings.

### III. RESULTS AND DISCUSSION

Based on research conducted through a literature study, it was found that the practice of conventional bank interest is still a debate in the perspective of Islamic law. The majority of contemporary scholars categorize bunga (riba) as haram because it is included in the riba of nasi'ah which is clearly prohibited in the Qur'an and Hadith.

Respondents from Islamic law academics stated that bank interest basically cannot be

equated with business profit because there is no risk (gharar) borne by the bank in the loan-borrowing contract. In addition, Islamic financial institutions that implement a profit-sharing system (mudharabah and musyarakah) are considered fairer and in accordance with Islamic financial principles (Ja'far, 2016).

The data also shows that some people still do not understand the difference between the interest system and the profit-sharing system. This causes the practice of using conventional bank services to remain high, even though there are alternatives to Islamic banks. As for positive legal in Indonesia, there is no firm prohibition on the practice of bank interest, so its legality is still recognized in the national banking system.

In general, this study shows the urgency to strengthen Islamic financial literacy and the need to reform the banking system to be more in line with the principles of justice and benefit in Islam.

#### A. Definition of Bank Interest

Bank interest can be interpreted as a return for services provided by banks based on conventional principles to customers who buy or sell their products (Nurita et al., 2024). Interest from the bank can also be interpreted as the price that must be paid to the customer (who has deposits) and the price that must be paid by the customer to the bank (the customer who obtains the loan). The size and size of deposit and loan interest rates are greatly influenced by both, meaning that both deposit and loan interest affect each other (Semaun & Wahidin, 2016).

Bank interest according to positive Indonesian law is an agreed addition to the loan of money or other goods that is exhausted due to use, and is allowed as long as it is agreed by both parties in the loan-borrow contract. This is regulated in Article 1765 of the Civil Code (KUHPercivil) which states "That it is permissible to agree on interest on loans of money or other goods that are exhausted due to use". Thus, bank interest is part of a valid agreement and is legally recognized as long as it meets the provisions of the law.

More specifically, bank interest is a return for the use of funds lent by the bank to customers, and the bank's profits come from the difference between the interest received from the debtor and the interest paid to the depositor.

In banking activities, there are several types of interest given to their customers, namely:

- a. Deposit interest, which is interest given as a stimulus or repayment for customers

who keep their money in the bank. Deposit interest is the price that banks must pay to their customers. For example, current account services, savings interest and deposit interest.

- b. Loan/credit interest, which is the interest given to borrowers or the price that must be paid by the borrower to the bank. The amount of interest is determined based on the agreement between the bank and the borrower, and takes into account the bank's credit risk, term, and internal policies. For example, vehicle loans, and homeowner loans (kpr).
- c. Current interest is interest given by banks to customers who deposit funds in the form of a checking account. Usually, the interest rate on current accounts is smaller than the interest on savings or deposits because funds in the current account can be withdrawn at any time using a check or bilyet giro.

These kinds of interest activities are the main components of cost and income factors for conventional banks. Deposit interest is the cost of funds that must be spent on the customer while loan interest is the income received from the customer. Both deposit interest and loan interest each affect each other. For example, if the interest on deposits is high, then automatically the interest rate is also affected to rise and vice versa (Rahim, 2021).

However, in practice, there are limits and regulations regarding the amount and application of interest so as not to burden borrowers or cause illegal loan shark practices. So, legally positive, bank interest is legal and is part of the conventional banking mechanism regulated by civil law and banking regulations in Indonesia (R. Usman, 2012).

## **B. Bank Interest in the Modern Banking System**

Modern society is currently faced with the problem of interest by conventional banks that apply an interest system on loans given to their customers. Conventional banks use the concept of cost (cost cosept) to calculate profits. This means that the interest promised in advance to the depositor customer is a fee that must be paid by the bank. Because of this, banks have to "sell" to other customers (borrowers) at a higher cost (interest) (Semaun, 2015).

The interest system in a bank requires those who deposit money for a certain period of time, to get a refund of the deposit from the bank plus the interest amount that has been determined on the day of deposit. On the other hand, those who borrow money from the bank for a certain period of time are required by the bank to return the borrowed money. In addition, he must provide additional money whose amount has been agreed upon at the time of loan repayment. The extra money is called interest.

In the conventional economy, it is called the usury system, fiat money, commodity money, fractional reserve system in banking and the allowing of speculation causes the creation of money (currency and giral) and the sucking of money in the monetary sector to seek profits without risk. As a result, money or investments that should have been channeled into the real sector for productive purposes mostly run into the monetary sector and stifle growth. even shrinking the real sector. The creation of money without any added value will cause inflation. In the end, the economic growth that is the goal will be hampered (Putri et al., 2025).

The fundamental difference between Sharia Banks and Conventional Banks is the use of profit-sharing and interest-sharing instruments. Interest is the actualization of *riba* which is strictly forbidden by Islam. The similarities that are difficult to deny especially in reality the application of the interest system in banking is more harmful than the benefits. The harms of the flower system so that it is categorized as *riba* include:

- a. Accumulating funds for his own benefit.
- b. Interest is a concept of costs that are shifted to the next insurer.
- c. Distributing only to those who can afford it.
- d. The last insurer is the community.
- e. Sterilizing economic stability and investment policies
- f. There is an endless gap (S. Usman, 2014).

The tendency of people to use the interest system (*interest* or *usury*) is more aimed at optimizing the fulfillment of personal interests, so that it does not consider the social impact it causes. The application of the calculation of the conventional savings interest system has a great influence on two aspects, namely the daily balance of the customer's savings and the interest percentage set by the bank, so that the interest can be determined at the beginning of the exact date to the customer.

The calculation of the amount of interest on conventional savings has no effect on the amount of credit and income that the bank earns from the loan. So the amount of interest that customers will get is only calculated based on their daily savings balance. The larger the savings balance, the greater the amount of interest earned by conventional savings customers (Nurita et al., 2024).

### C. Difference Between Bank and Riba Interest

Bank interest is an additional percentage charged by the bank to the customer for the money loan given. In return, this interest becomes a bank's profit to cover its risks and operational costs. For example, if someone borrows Rp 10 million with interest of 10% per year, then after one year they have to pay Rp 11 million. While *riba* linguistically means "addition" or "surplus." In the financial context, *riba* is an additional value that the borrower must pay to the lender without fair remuneration and without any underlying effort, so it is considered a form of exploitation and strictly forbidden in Islam (S. Usman, 2014).

Legally, bank interest is regulated by the national banking system and the modern world economy, and is considered legitimate as part of a business mechanism that balances risks and profits. In contrast, *riba* is prohibited based on the verses of the Qur'an and hadith, because it is considered unfair and detrimental to the borrower. For example, in Surah Al-Baqarah verse 275, the meaning of the whole is "Allah legalizes buying and selling and prohibits usury."

Mechanically, bank interest is fixed or variable according to the agreement, is charged openly, and can be adjusted to economic conditions such as inflation and credit risk. Meanwhile, *riba* is a definite additional value and must be paid without paying attention to the borrower's ability, and does not involve work or effort in return. The purpose of interest is to cover the bank's costs and risks and provide profits so that the bank can operate and grow, even serving as a monetary control tool. On the contrary, usury serves as an addition that harms borrowers and benefits lenders unfairly, thereby undermining social justice and community welfare (Basir et al., 2023).

The social and economic impact of bank interest can be positive if applied reasonably and transparently, helping economic growth through business credit. However, if the interest rate is too high, it can cause financial hardship for the borrower. Meanwhile, *riba* tends to increase

economic inequality and social inequality because it burdens borrowers financially and morally. To avoid usury, the Islamic financial system uses alternative principles such as profit sharing (*mudharabah* and *musyarakah*), buying and selling with profit margins (*murabahah*), and rent (*ijarah*), all of which seek to maintain fairness and balance in financial transactions according to Islamic teachings (Khan, Akram, 2020).

### D. Bank Interest Law in the Perspective of Classical Scholars and Contemporary Scholars

The discussion about the status of bank interest will never be over. So as to give rise to differences in scholars' views on bank interest in classical and modern times.

#### 1. Classical Scholars' Views on Bank Interest

In the time of the classical scholars, the modern banking system as we know it today did not exist. Economic transactions at that time were still simple, such as direct buying and selling of goods (*barter*), debts and receivables transactions between individuals, and partnership systems in trade (such as *mudharabah* and *musyarakah*). However, the basic principles that govern justice in *muamalah* (socio-economic interaction) have been very strongly affirmed by the previous scholars. One is the prohibition of *riba*, which is any form of additional or excess in debt and receivables transactions that are not based on real compensation (counter-performance) (Semaun, 2015).

Because the banking system did not exist in classical times, the previous scholars did not discuss "bank interest" directly. They used an analogous approach (*qiyas*) to assess similar practices known in their day. Any form of addition or profit obtained from a loan-borrowing transaction including an increase in time in exchange for a nominal excess is considered as *haram usury*, in Q.S. Al-Baqarah verse 275:

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ ﴿٢٧٥﴾

Meaning: *Those who eat usury cannot stand, except like those who stand staggered because of the trance of Satan. This happens because they say that buying and selling is the same as usury. In fact, Allah has legalized buying and selling and forbidding usury. Whoever has come to him a warning from his Lord (concerning*

usury), then he stops so that what he has obtained before belongs to him and his affairs (are up) to Allah. Whoever repeats (the transaction of usury), they are the inhabitants of Hell. They remain in it.

All classical fiqh scholars of the four major schools forbid riba that there are no exceptions to the prohibition of usury, both in social and commercial contexts. This is reflected in their consistency in rejecting all forms of contracts that contain additional elements that are unfair. Therefore, the law of bank interest in the classical approach is haram qath'i (firm), based on the generality of the postulates of nash and the reasoning of Islamic law that prevailed at that time (Saifuddin, 2018).

## 2. Contemporary Scholars' Views on Bank Interest

Regarding bank interest, Yusuf al-Qardhawi argues that actually the interest taken by the saver in the bank is riba which is forbidden because riba is all the additions required for the principal property. That is, whatever a person takes without going through a trading business and without struggling from the results of a transaction in addition to the principal of his property, then it is included in the category of riba because there is no business that is carried out to make a profit.

While Ibn Qayyim argued that bank interest is permissible to take bank interest if there is a wish or benefit for the benefit of the ummah by adhering to the rule "*Mâ hurrima lisadd al-dzarî'at ubîha li alhâjat aw al-mashlahat*", Maslahat recognized by Islamic teachings is in order to maintain five main problems, namely religion, soul, property, intellect, and heredity.

Bank interest is prohibited if it is taken only for personal interests, but if its allocation is for the benefit of the ummah and its allocation is for the benefit of the public, this is natural in this view. One of the opinions or fatwas stated by Imam Akbar Sheikh Mahmud Syaltut is that basically interest-bearing loans are allowed if they are urgently needed. The permissibility of riba or bank interest can be seen as follows:

- a) In certain situations that are very urgent or emergency, bank interest can be considered permissible. For example, if a person has no other option to meet their basic needs and has to borrow money from a bank.
- b) What is prohibited is flowers that are very large and burdensome (multiplied). If the

interest is small, still reasonable, and does not harm or oppress the borrower, some scholars allow it.

- c) Interest from loans for daily needs (consumptive) is prohibited, but for business or investment (productive) is not always prohibited. This means that if the loan is used to build a business or other productive things, then there are scholars who allow (Basir et al., 2023).

## E. The Problem of Bank Interest in Contemporary Fiqh Studies

The problem of bank interest in contemporary jurisprudence is a complex topic because it concerns changes in the global economic system and the needs of Muslims in modern life. The majority of scholars still view that bank interest is forbidden usury, because it contains an addition to the principal debt which is considered a form of tyranny. They affirm that although the form is different from riba in the time of the Prophet, the essence remains the same: there is a risk-free profit in debt-receivables transactions.

However, some contemporary scholars consider that not all bank interest is identical to riba. They distinguish between interest that is burdensome and exploitative, and interest that is reasonable and strictly regulated in the modern banking system. In certain situations, such as limited access to Islamic financial institutions or urgent economic needs, the use of conventional bank services can be tolerated with the principle of emergency or maslahah.

This difference of views shows the dynamics of ijihad among scholars in facing modern reality. Therefore, a wise and solutive approach is needed both in the development of the sharia economic system and in providing education to the public to understand the difference between riba and interest in the current context. This effort is important so that Muslims can carry out economic activities safely, fairly, and in accordance with the sharia.

## IV. CONCLUSIONS AND SUGGESTIONS

### A. Conclusion

This Fiqh Study on Bank Interest emphasizes that bank interest is a complicated and controversial issue in the study of Islamic law, especially in the modern era. In the conventional economic system, interest is considered legal and part of the banking mechanism, both as a return on deposits and as a cost on loans. However, the

majority of classical fiqh scholars equate flowers with usury, which is haram because it contains elements of oppression and injustice, as explained in the Qur'an and hadith.

On the other hand, contemporary scholars present a more contextual and realistic approach to the phenomenon of bank interest. Some of them allow their use in emergencies or for the benefit of the people, as long as they are not exploitative or burdensome. This view is based on fiqh principles such as emergency, masalah, and saddu al-dzari'ah. However, this difference of opinion opens up a wide space for ijtihad, indicating that Islamic law is always relevant to the development of the times.

Therefore, it is important for Muslims to deeply understand the difference between interest and usury, as well as adjust their economic practices so as not to conflict with sharia principles. Strengthening the Islamic financial system that is fairer and free from the element of usury is one of the main solutions to answer the economic challenges of the ummah in the midst of the dominance of the conventional interest-based system.

## B. Suggestions

Based on the results of this study, it is suggested that Muslims improve their understanding of muamalah jurisprudence regarding the difference between riba and bank interest with a comprehensive and contextual approach. Scholars and academics are expected to continue to develop collective ijtihad in responding to the dynamics of the modern financial system without ignoring the basic principles of sharia. In addition, the strengthening and development of the Islamic financial system needs to be encouraged to become a fair, transparent, and free alternative from usury, so as to be able to answer the economic needs of the people in the midst of the dominance of the interest-based banking system.

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