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FROM *RIBĀ* TO *IḤSĀN*: Q 3:130–136 AND THE NORMATIVE ARCHITECTURE OF SHARIA ECONOMIC LAW

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Abstract

This article reconstructs Q 3:130–136 as a normative foundation for sharia economic law. Existing readings frequently isolate the prohibition of *ribā* in Q 3:130 from the commands to pursue forgiveness, spend in prosperity and adversity, restrain anger, pardon others, practise *iḥsān*, and discontinue wrongdoing. Using normative legal research, *munāsabah*, lexical analysis, comparative *tafsīr*, and a *maqāṣid al-sharīʿah* framework, the study examines how the sequence integrates transactional legality with distributive justice, ethical governance, and remediation. It argues that the passage establishes a four-layer architecture. First, *ribā* marks a prohibited mode of gain that cannot be legitimated by exploiting vulnerability. Second, *infāq* affirms the social function and circulation of wealth. Third, restraint, pardon, and *iḥsān* govern the exercise of contractual and institutional power, especially when a counterparty experiences hardship. Fourth, remembrance, repentance, and non-persistence require institutions to identify, correct, and remedy sharia non-compliance. Indonesian banking legislation, the Compilation of Sharia Economic Law, DSN-MUI fatwas, and contemporary OJK sharia-governance rules are used as a contextual—not exegetical—test of this model. The article concludes that sharia economic law cannot be reduced to formal avoidance of prohibited clauses; it must align contractual form, economic substance, institutional conduct, and corrective accountability with justice and public welfare.

Keywords: Islamic finance, *infāq*, *maqāṣid al-sharīʿah, ribā* and sharia economic law

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Abstrak

Artikel ini merekonstruksi Al-Qur’an 3:130–136 sebagai landasan normatif bagi hukum ekonomi syariah. Penafsiran yang ada sering kali memisahkan larangan riba dalam Al-Qur’an 3:130 dari perintah untuk mencari ampunan, berinfak dalam keadaan lapang maupun sulit, menahan amarah, memaafkan orang lain, mengamalkan ihsan, dan menghentikan perbuatan buruk. Dengan menggunakan penelitian hukum normatif, munāsabah, analisis leksikal, tafsīr komparatif, dan kerangka maqāṣid al-sharīʿah, penelitian ini mengkaji bagaimana urutan ayat-ayat tersebut mengintegrasikan legalitas transaksional dengan keadilan distributif, tata kelola etis, dan pemulihan. Penelitian ini berpendapat bahwa bagian tersebut membentuk arsitektur berlapis empat. Pertama, riba menandai bentuk perolehan keuntungan yang dilarang dan tidak dapat dilegitimasi dengan mengeksploitasi kerentanan. Kedua, infāq menegaskan fungsi sosial dan sirkulasi kekayaan. Ketiga, pengendalian diri, pengampunan, dan iḥsān mengatur pelaksanaan kekuasaan kontraktual dan kelembagaan, terutama ketika pihak lawan mengalami kesulitan. Keempat, dzikr, taubat, dan tidak berulang-ulang mengharuskan lembaga-lembaga untuk mengidentifikasi, memperbaiki, dan memberikan ganti rugi atas ketidakpatuhan terhadap syariat. Peraturan perbankan Indonesia, Kompilasi Hukum Ekonomi Syariah, fatwa DSN-MUI, dan aturan tata kelola syariah OJK kontemporer digunakan sebagai uji kontekstual—bukan eksegetis—terhadap model ini. Artikel ini menyimpulkan bahwa hukum ekonomi syariah tidak dapat direduksi semata-mata pada penghindaran formal terhadap klausul-klausul yang dilarang; hukum tersebut harus menyelaraskan bentuk kontrak, substansi ekonomi, perilaku kelembagaan, dan akuntabilitas korektif dengan keadilan serta kesejahteraan umum.
Kata kunci: hukum ekonomi syariah; riba; infaq; ihsan; keuangan Islam; maqasid al-syariah; tata kelola syariah; Al-Qur’an 3:130–136

INTRODUCTION

Sharia economic law is often presented as a catalogue of valid contracts and prohibited elements. This doctrinal map is indispensable: a transaction must have legally competent parties, a lawful object, genuine consent, adequate certainty, and a structure free from *ribā*, excessive *gharar*, *maysir*, fraud, and other recognised prohibitions.[1] Yet an exclusive concentration on

[1] Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, ‘ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS’, *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (December 2024): 288–308, https://doi.org/10.22373/AL-MUDHARABAH.V5I2.6545.

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contractual form can obscure a broader Qur'anic question: what kind of economic relations should those rules produce? A transaction may use the vocabulary of *murābaḥah*, *ijārah*, *mushārakah*, or *wakālah*, while its allocation of risk, treatment of vulnerability, or remedial practices remain difficult to reconcile with justice, mercy, and public welfare. Contemporary scholarship has described this tension as a gap between sharia-compliant form and the intended substance of Islamic finance.[2]

Q 3:130–136 offers an unusually concentrated textual basis for addressing that problem. The passage opens with a prohibition: "Do not consume *ribā*, doubled and multiplied" (Q 3:130). It then commands God-consciousness, warns against the Fire, requires obedience, directs believers to hasten toward forgiveness and paradise, and identifies the *muttaqūn* through economic and relational conduct. They spend in prosperity and adversity, restrain anger, pardon people, practise *iḥsān*, remember God after wrongdoing, seek forgiveness, and do not knowingly persist in what they have done. The movement from *ribā* to *infāq*, and from prohibition to *iḥsān* and corrective return, makes the sequence highly relevant to sharia economic law.

Most exegesis properly treats Q 3:133–135 as a discourse on forgiveness, paradise, and moral formation. Studies of Islamic economics, by contrast, commonly cite Q 3:130 as one element in the Qur'anic prohibition of *ribā*. Both approaches are valuable, but their separation leaves an analytical gap. If Q 3:130 is read without its immediate sequel, the legal argument may stop at the avoidance of a prohibited increment. If Q 3:133–135 is read without Q 3:130, generosity, restraint, pardon, and *iḥsān* may appear as general virtues detached from economic power. A coherent reading of Q 3:130–136 brings these dimensions together.

This article asks three questions. First, how does the literary and normative sequence of Q 3:130–136 connect the prohibition of *ribā* with the positive duties of *infāq*, restraint, pardon, and *iḥsān*? Second, what principles of sharia economic law can be derived from this connection without projecting modern financial institutions anachronistically into the Qur'anic text? Third, how can those principles illuminate contemporary sharia governance and remedial practice, particularly in Indonesia?

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[2] Mohamed Hamour, Mohammad Hassan Shakil, Ishaq Mustapha Akinlaso, and Mashiyat Tasnia, "Contemporary Issues of Form and Substance: An Islamic Law Perspective," *ISRA International Journal of Islamic Finance* 11, no. 1 (2019): 124–136, https://doi.org/10.1108/IJIF-01-2018-0006; Mahmoud A. El-Gamal, *Islamic Finance: Law, Economics, and Practice* (Cambridge: Cambridge University Press, 2006).

The central argument is that Q 3:130–136 supplies a normative architecture rather than a complete financial code. The sequence contains four mutually reinforcing layers: prohibited acquisition, distributive responsibility, ethical governance of power, and corrective accountability. In this architecture, *ribā* identifies an impermissible mode of gain; *infāq* affirms the social function of property; restraint, pardon, and *iḥsān* discipline the exercise of rights and bargaining power; and non-persistence transforms repentance into institutional correction. The passage therefore challenges both moralism without legal discipline and formal compliance without moral substance.

This contribution is important for two reasons. Theoretically, it links Qur'anic interpretation to *fiqh al-muʿāmalāt* and *maqāṣid al-sharīʿah* while maintaining the distinction between revelation, juristic doctrine, and positive law. Practically, it offers criteria for evaluating product design, customer treatment, restructuring, dispute resolution, sharia audit, and remediation. The objective is not to claim that a seventh-century text directly regulates modern banking. It is to show how a legally relevant Qur'anic sequence can orient later juristic and regulatory reasoning toward justice, transparency, responsible risk allocation, and repair.

DATA AND METHOD

This study uses qualitative normative legal research. Its primary scriptural unit is Q 3:130–136, read as a connected passage rather than as isolated verses. The analysis combines five procedures. First, lexical analysis examines key terms including *ribā*, *aḍʿāfan muḍāʿafah*, *tufliḥūn*, *sāriʿū*, *yunfiqūn*, *kāẓimīn*, *ʿāfīn*, *muḥsinīn*, and *lam yuṣirrū*. Second, *munāsabah* analysis identifies the relationship between prohibition, warning, promise, virtue, and repentance in the immediate sequence. Al-Biqāʿī's attention to Qur'anic correspondence is especially useful, while Ibn Kathīr, al-Rāzī, Ibn ʿĀshūr, al-Zuḥaylī, Hamka, and M. Quraish Shihab provide complementary transmitted, theological, linguistic, legal, and social perspectives.[3]

Third, the article uses an *uṣūl al-fiqh* distinction between text, norm, and application. Q 3:130 establishes a legal prohibition, but the detailed law of *ribā* arises from the Qur'an as a whole, the Sunnah, and juristic elaboration. The

[3] Burhān al-Dīn Ibrāhīm al-Biqāʿī, *Naẓm al-Durar fī Tanāsub al-Āyāt wa-l-Suwar* (Cairo: Dār al-Kitāb al-Islāmī, n.d.), commentary on Q 3:130–136; Ismāʿīl ibn ʿUmar Ibn Kathīr, *Tafsīr al-Qurʾān al-ʿAẓīm*, ed. Sāmī ibn Muḥammad Salāmah (Riyadh: Dār Ṭaybah, 1999), commentary on Q 3:130–136; Fakhr al-Dīn al-Rāzī, *Mafātīḥ al-Ghayb* (Beirut: Dār Iḥyāʾ al-Turāth al-ʿArabī, 1999), commentary on Q 3:130–136.

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following virtues are not automatically converted into enforceable contract terms. Instead, they supply normative purposes and standards that guide interpretation, legislation, governance, and equitable discretion. This distinction prevents the article from treating every ethical exhortation as a judicially enforceable rule while also preventing economic law from being detached from its ethical purposes.

Fourth, *maqāṣid al-sharīʿah* functions as an evaluative bridge between the passage and contemporary institutions. The preservation and responsible development of property (*ḥifẓ al-māl*) is read together with justice, human dignity, the prevention of harm, transparency, and social welfare. *Maqāṣid* do not displace the rules and essential elements of contracts; they assess whether lawful forms produce outcomes consistent with the purposes of the law. This rule–purpose integration is particularly relevant to debates over the difference between contractual form and economic substance.[4]

Fifth, Indonesian legal materials are examined as a contextual application. These include Law No. 21 of 2008 on Sharia Banking as amended by Law No. 4 of 2023 on Financial Sector Development and Strengthening, Supreme Court Regulation No. 2 of 2008 on the Compilation of Sharia Economic Law (KHES), selected DSN-MUI fatwas, Supreme Court Regulation No. 14 of 2016 on the Procedure for Sharia Economic Cases, and OJK Regulation No. 2 of 2024 on Sharia Governance for Sharia Commercial Banks and Sharia Business Units.[5] These instruments do not determine the meaning of the Qur'anic passage. They test whether the proposed architecture can clarify the relationship between foundational values, contract doctrine, supervision, dispute resolution, and remediation in a contemporary legal system.

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[4] Jasser Auda, *Maqasid al-Shariah as Philosophy of Islamic Law: A Systems Approach* (London: International Institute of Islamic Thought, 2008); Mohamad Akram Laldin and Hafas Furqani, "Developing Islamic Finance in the Framework of Maqasid al-Shari'ah: Understanding the Ends (Maqasid) and the Means (Wasa'il)," *International Journal of Islamic and Middle Eastern Finance and Management* 6, no. 4 (2013): 278–289; Necmeddin Güney, "Maqāṣid al-Sharīʿa in Islamic Finance: A Critical Analysis of Modern Discourses," *Religions* 15, no. 1 (2024): 114, https://doi.org/10.3390/rel15010114.

[5] Indonesia, Law No. 21 of 2008 on Sharia Banking, as amended by Law No. 4 of 2023 on Financial Sector Development and Strengthening; Supreme Court of the Republic of Indonesia, Regulation No. 2 of 2008 on the Compilation of Sharia Economic Law; Supreme Court of the Republic of Indonesia, Regulation No. 14 of 2016 on the Procedure for Sharia Economic Cases; Otoritas Jasa Keuangan, Regulation No. 2 of 2024 on the Implementation of Sharia Governance for Sharia Commercial Banks and Sharia Business Units.

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The study is doctrinal and conceptual, not empirical. It does not measure the performance of particular banks, examine customer datasets, or assess specific disputed contracts.[6] Consequently, its institutional recommendations are normative criteria for further research and regulatory evaluation rather than findings about actual compliance rates.

RESULTS AND DISCUSSION

A. *Munāsabah*: From the Prohibition of *Ribā* to a Qur'anic Moral Economy

Q 3:130 begins with a direct address to believers and a prohibition against consuming *ribā*, described as "doubled and multiplied." The verb "consume" (*taʾkulū*) is morally significant. Qur'anic legal discourse also uses consumption imagery for the wrongful appropriation of property, including the property of orphans and wealth obtained unjustly. The language presents the problem not as a neutral pricing technique but as an economic relation in which one party's wealth is absorbed by another through an unlawful entitlement.

The phrase *aḍʿāfan muḍāʿafah* describes a historically recognisable form of escalating indebtedness. Classical and modern commentators differ in emphasis, but the phrase should not be treated as limiting the prohibition to an exceptionally high or compound rate. Other Qur'anic passages prohibit *ribā* in general, distinguish trade from *ribā*, and require creditors to retain only their principal (Q 2:275–279). Q 3:130 highlights the destructive intensification of the practice, not a safe threshold below which *ribā* becomes lawful.[7]

The prohibition is immediately connected to *taqwā* and *falāḥ*: 'Be mindful of God so that you may prosper.' This pairing contests a purely monetary definition of success. A gain recorded in a creditor's account can constitute failure when acquired through a prohibited structure; relinquishing an unlawful claim can constitute prosperity in the Qur'anic sense. *Falāḥ* therefore measures economic conduct against moral and eschatological success, not merely growth, liquidity, or return.

[6] Chairul Fahmi, Audia Humairah, and Ayrin Sazwa, 'MODEL OF LEGAL DISPUTE RESOLUTION FOR BUSINESS CONTRACT DEFAULT', *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 2023): 242–63, https://doi.org/10.22373/JURISTA.V7I2.228.

[7] Abdullah Saeed, *Islamic Banking and Interest: A Study of the Prohibition of Riba and Its Contemporary Interpretation* (Leiden: Brill, 1996); Muhammad Nejatullah Siddiqi, *Riba, Bank Interest and the Rationale of Its Prohibition* (Jeddah: Islamic Research and Training Institute, 2004); Wahbah al-Zuḥaylī, *Al-Tafsīr al-Munīr fī al-ʿAqīdah wa-l-Sharīʿah wa-l-Manhaj* (Damascus: Dār al-Fikr al-Muʿāṣir, 1991), commentary on Q 3:130.

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Verses 131–132 reinforce the legal seriousness of the prohibition through warning and obedience. Verse 133 then changes the direction of movement: believers must hasten toward forgiveness and paradise. The imperative *sāriʿū* redirects competitive energy. Human beings seek advantage and acceleration, but the sequence asks whether speed is directed toward multiplying claims over debtors or toward forgiveness, generosity, and moral excellence. This is not a condemnation of profit or commerce. It is a reordering of economic desire within a hierarchy of lawful acquisition, responsibility, and final accountability.[8]

The decisive connection appears in Q 3:134: the people for whom paradise is prepared are "those who spend in prosperity and adversity." Read in sequence, *ribā* and *infāq* represent opposed movements of wealth. *Ribā* increases a claim against another party and, in the compounded form evoked by Q 3:130, can deepen dependence. *Infāq* releases wealth even when the giver's own resources are constrained. One expands entitlement through another's liability; the other limits self-interest in recognition of another's need. Al-Biqāʿī's coherence-based approach and Ibn ʿĀshūr's purposive attention support reading this juxtaposition as deliberate rather than accidental.[9]

The passage therefore provides more than a binary between lawful and unlawful transactions. It moves through three normative levels. The first is prohibition: do not consume *ribā*. The second is obligation and discipline: obey God and hasten toward forgiveness. The third is excellence: spend, restrain, pardon, and practise *iḥsān*. Sharia economic law requires the first level for legal integrity, but a Qur'anic moral economy cannot be completed without the distributive and relational orientation of the latter levels.

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[8] Rozatul Fadilla Azza, Chairul Fahmi, and Riza Afrian Mustaqim, 'LEGAL PROTECTION FOR LOCAL PRODUCTS IN ASEAN MARKET LIBERALISM: A Legal Analysis and Fiqh Muamalah Perspective', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 7, no. 1 (January 2026): 128–51, https://doi.org/10.22373/al-mudharabah.v7i1.9675.

[9] Al-Biqāʿī, *Naẓm al-Durar*, commentary on Q 3:130–136; Muḥammad al-Ṭāhir Ibn ʿĀshūr, *Al-Taḥrīr wa-l-Tanwīr* (Tunis: al-Dār al-Tūnisiyyah li-l-Nashr, 1984), commentary on Q 3:130–136; M. Quraish Shihab, *Tafsir Al-Mishbah: Pesan, Kesan dan Keserasian Al-Qur'an* (Jakarta: Lentera Hati, 2002), commentary on Q 3:130–136.

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B. The Prohibition of *Ribā*: Legality, Vulnerability, and Economic Substance

The law of *ribā* is broader than the moral condemnation of exploitation. Juristic doctrine identifies categories and transaction structures whose prohibition does not depend upon proving subjective cruelty in an individual case. This doctrinal objectivity protects legal certainty: parties cannot legitimate a prohibited increment merely by asserting consent, commercial necessity, or benign intention. At the same time, the placement of Q 3:130 within the wider sequence reveals why the prohibition matters. Lawful form must prevent wealth from becoming a mechanism for the unjust amplification of power.

This dual character—categorical rule and moral purpose—has direct implications for contemporary sharia economic law. First, consent is necessary but not sufficient. A weaker party may formally agree to a term because of urgent need, informational asymmetry, or lack of alternatives. The Qur'anic prohibition limits what may be demanded even when an agreement has been signed. The law thereby recognises that private autonomy operates within moral and legal boundaries.

Second, the phrase 'doubled and multiplied' directs attention to the temporal dynamics of debt. An initially manageable obligation can become oppressive through repeated additions, penalties, fees, rollovers, or restructuring that capitalises arrears. Modern product names do not decide the sharia character of this process. Regulators, sharia boards, courts, and auditors must examine the complete transaction, including the sequence of contracts, the actual transfer of ownership and risk, the treatment of default, and the economic effect on the customer.

Third, the passage supports an anti-circumvention principle. A financing structure cannot be evaluated solely by the Arabic name attached to each document. The essential elements and legal effects of each contract remain important, but a chain of formally valid instruments may still require scrutiny when its integrated substance recreates the prohibited gain or shifts all meaningful risk to the weaker party. Contemporary Islamic finance scholarship describes this problem as the "substance gap": the distance between the juristic form invoked and the transaction's intended or actual effect.[10]

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[10] Hamour et al., "Contemporary Issues of Form and Substance," 124–136.

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The anti-circumvention principle must be applied carefully. "Substance over form" cannot become an excuse to disregard settled contract requirements or collapse all deferred-sale profit into interest. Trade and *ribā* are not identical, and sharia recognises profit generated by ownership, risk, work, and lawful exchange. The correct standard is the congruence of form and substance. A *murābaḥah* must genuinely involve the bank's acquisition and sale of an identified asset; an *ijārah* must allocate ownership liabilities to the lessor; a partnership must reflect the agreed logic of participation and risk. Legal form disciplines the transaction, while economic substance confirms that the form is real rather than fictitious.[11]

Accordingly, Q 3:130 contributes three foundational principles to sharia economic law: prohibited gain cannot be validated by consent alone; financial claims must not be designed to escalate through vulnerability; and contractual labels must correspond to genuine legal and economic effects. These principles place *ḥifẓ al-māl* in a relational frame. The law protects the property of the investor or financier, but it also protects the counterparty from unlawful depletion.

C. *Infāq* and the Social Function of Property

Q 3:134 defines the first positive characteristic of the *muttaqūn* economically: they spend "in prosperity and adversity." This wording makes generosity a stable orientation rather than an occasional use of surplus. The verse does not abolish ownership, profit, savings, or commercial investment. It rejects the idea that property is morally complete when lawfully acquired and privately retained. Wealth carries a social function.

The legal implications should be stated with precision. *Infāq* in Q 3:134 includes a broad category of spending for good; it is not identical to the detailed law of obligatory *zakāh*, nor does it convert every act of generosity into an enforceable debt. Nevertheless, the verse informs the purposes of economic law in at least four ways.

First, it establishes circulation as a normative concern. Economic institutions should not evaluate success only by asset accumulation; they should consider whether finance reaches productive activity, micro and small enterprises, low-income households, and socially valuable sectors. Islamic commercial finance and Islamic social finance have different legal structures,

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[11] Chairul Fahmi and Syarifah Riyani, 'ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT', *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (July 2024): 1, https://doi.org/10.21580/wa.v11i1.20007.

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but they should not operate as unrelated worlds. *Zakāh*, *ṣadaqah*, *infāq*, *waqf*, and *qarḍ ḥasan* can complement risk-sharing investment, sale-based finance, and leasing in a coherent ecosystem.[12]

Second, the command to spend in adversity introduces solidarity during economic stress. It challenges a contractual culture in which the institution's rights are maximised precisely when the customer's bargaining position is weakest. This does not erase valid debts or require indiscriminate forgiveness. It supports hardship-sensitive mechanisms: reasonable rescheduling, transparent assessment of capacity, waiver of unearned or impermissible charges, charitable assistance, and—where justified—partial release. DSN-MUI fatwas on rescheduling and settlement of *murābaḥah* receivables for customers unable to pay demonstrate how juristic doctrine can translate compassion into structured legal options without dissolving contractual discipline.[13]

Third, *infāq* places distributive justice inside, not outside, economic piety. A financial institution's charitable programme cannot excuse unjust product design, just as a technically compliant product does not exhaust its social responsibility. Distribution concerns both the allocation of voluntary funds and the primary terms of exchange: price disclosure, risk sharing, collateral practices, access, and the treatment of default.

Fourth, spending in both prosperity and adversity offers a criterion for resilience. Institutions frequently celebrate social responsibility during profitable years but withdraw it when markets tighten. Q 3:134 presents continuity across changing conditions as a mark of *taqwā*. For contemporary governance, this suggests that social commitments should be embedded in policy, reserves, product architecture, and accountability mechanisms rather than left entirely to managerial discretion.

Islamic moral-economy scholarship has long argued that Islamic finance should be assessed by its contribution to justice and human welfare, not solely

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[12] Mehmet Asutay, "Islamic Moral Economy: Bringing Back Substantive Morality to Islamic Finance through Qard al-Hasan," *Global Policy* 16, suppl. 1 (2025): 7–11, https://doi.org/10.1111/1758-5899.13487; M. Umer Chapra, *The Future of Economics: An Islamic Perspective* (Leicester: Islamic Foundation, 2000).

[13] National Sharia Board–Indonesian Council of Ulama (DSN-MUI), Fatwa No. 47/DSN-MUI/II/2005 on Settlement of Murābaḥah Receivables for Customers Unable to Pay; DSN-MUI, Fatwa No. 48/DSN-MUI/II/2005 on Rescheduling Murābaḥah Receivables.

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by formal differentiation from conventional finance.[14] The sequence of Q 3:130–134 supplies a textual basis for that claim. The prohibition of *ribā* prevents a particular unlawful movement of wealth; *infāq* creates a counter-movement toward circulation and solidarity. Both are required to understand the Qur'anic governance of property.

D. Restraint, Pardon, and *Iḥsān* as Principles Governing Contractual Power

After *infāq*, Q 3:134 describes those who restrain anger (*al-kāẓimīna al-ghayẓ*), pardon people (*al-ʿāfīna ʿan al-nās*), and are loved by God as doers of excellence (*al-muḥsinīn*). These virtues are often read as principles of personal character. Within a passage beginning with *ribā* and spending, however, they also illuminate the conduct of economic actors who possess contractual or institutional power.

Restraint is the governance of a power that could be exercised. In finance, frustration commonly arises when a customer delays payment, breaches a covenant, challenges a calculation, or files a complaint. A creditor may have legal remedies, but Q 3:134 contests the assumption that every available remedy should be exercised immediately or maximally. The distinction between a solvent debtor who deliberately defaults and a customer facing genuine hardship is therefore morally and legally significant. Enforcement should be proportionate, evidence-based, and free from humiliation, intimidation, and abusive collection.

Pardon goes beyond restraint. Restraint prevents retaliatory excess; pardon relinquishes all or part of a claim when justice and welfare justify doing so. Sharia economic law does not make pardon universally mandatory, because the protection of property and contractual reliability also serve legitimate purposes. Yet the verse creates a presumption in favour of reconciliation and relief where strict enforcement would magnify harm without protecting a proportionate interest. This orientation is consistent with the Qur'anic direction to grant time to a debtor in hardship and the commendation of remission as charity (Q 2:280).

Iḥsān then moves beyond minimum compliance. In institutional terms, it requires a culture that asks not only "Is this clause valid?" but also "Is the transaction fair, transparent, and beneficial?" Examples include disclosing the complete cost and risk of a product in intelligible language; ensuring that an

[14] Mehmet Asutay, "Conceptualising and Locating the Social Failure of Islamic Finance: Aspirations of Islamic Moral Economy vs the Realities of Islamic Finance," *Asian and African Area Studies* 11, no. 2 (2012): 93–113; Chapra, *The Future of Economics*.

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asset transaction is genuine; avoiding the opportunistic use of complex documentation; responding promptly to complaints; designing accessible restructuring; protecting confidential data; and treating customers with dignity throughout enforcement and dispute resolution.

These principles are especially important because contracts are relational as well as textual. Standard-form agreements, digital interfaces, automated scoring, and specialist knowledge can create substantial asymmetries. Formal consent may coexist with poor comprehension. *Iḥsān* requires institutions to reduce, rather than exploit, those asymmetries. In this respect it converges with contemporary consumer-protection principles while retaining a distinct theological foundation.

The virtues also shape dispute resolution. Sharia economic adjudication must apply valid law, but institutions should develop pre-litigation processes based on clarity, listening, proportionality, and restoration. Mediation, complaint handling, and service recovery are not peripheral acts of public relations; they are part of the moral governance of contractual power. Where litigation is necessary, Supreme Court Regulation No. 14 of 2016 provides procedural routes for sharia economic cases, while KHES supplies a significant body of substantive guidance for Religious Courts.[15] The ethical sequence of Q 3:134 helps explain why efficient procedure should remain directed toward justice rather than merely rapid recovery.

The passage thus yields a graduated model: restraint prevents abusive enforcement; pardon enables equitable relief and reconciliation; and *iḥsān* requires institutions to generate positive fairness beyond the legal minimum. This model does not replace contract law. It governs the manner in which rights are designed, interpreted, and exercised.

E. Non-Persistence and the Law of Corrective Sharia Governance

Q 3:135 introduces wrongdoing into the description of the *muttaqūn*. They may commit a grave wrong or wrong themselves, but they remember God, seek forgiveness, and "do not knowingly persist" in what they have done. This is a realistic account of moral agency: righteousness is not equated with institutional infallibility. The decisive question is how an actor responds after a violation becomes known.

For sharia economic law, *wa-lam yuṣirrū*—non-persistence—can be developed into a principle of corrective governance. A sharia-compliance

[15] Supreme Court of the Republic of Indonesia, Regulation No. 2 of 2008; Supreme Court of the Republic of Indonesia, Regulation No. 14 of 2016.

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system is incomplete if it only approves products before launch. Institutions require mechanisms to detect operational departures, document findings, stop recurrence, repair affected transactions, dispose of non-compliant income appropriately, and learn from failure. Remembrance and repentance become institutionally meaningful through records, escalation, audit, restitution, and reform.

This derivation does not equate a corporation with an individual believer or convert repentance into a legal fiction. It identifies a functional analogy between the verse's moral logic and organisational accountability. Both reject denial and knowing continuation. In an institution, knowledge is distributed across employees, management, sharia supervisors, risk officers, auditors, and the board. Governance rules must therefore specify who receives information, who has authority to stop a practice, how conflicts are escalated, and how remediation is verified.

Indonesia's contemporary regulatory framework makes this connection particularly visible. OJK Regulation No. 2 of 2024 strengthens the responsibilities of the Sharia Supervisory Board and requires functions for sharia compliance, sharia risk management, internal sharia audit, external review, reporting, and follow-up when non-compliance is identified.[16] The OJK's official explanation gives examples of corrective action, including amendment of a financing contract and transfer of income derived from non-compliant activities to non-halal receipts.[17] Regulation thus moves beyond ex ante certification toward an ongoing cycle of detection and correction.

The Qur'anic principle of non-persistence adds three evaluative questions to that cycle. First, did the institution stop the non-compliant practice promptly once it knew or should reasonably have known of it? Second, did it repair the legal and financial effects on affected parties rather than treating the violation solely as an internal procedural issue? Third, did it change systems, incentives, training, and product architecture to prevent recurrence? A response that purifies income but leaves customers uncompensated, or corrects one contract while preserving the cause of repeated violations, may remain incomplete.

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[16] Otoritas Jasa Keuangan, Regulation No. 2 of 2024, especially the framework for the Sharia Supervisory Board, sharia compliance, sharia risk management, internal sharia audit, external review, reporting, and follow-up.

[17] Otoritas Jasa Keuangan, *Frequently Asked Questions: OJK Regulation No. 2 of 2024 on the Implementation of Sharia Governance for Sharia Commercial Banks and Sharia Business Units* (Jakarta: OJK, 2024), question 13.

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Corrective governance also requires proportionality. Not every documentation error has the same effect as a fictitious sale, unlawful charge, misappropriation, or systematic deception. Remedies should correspond to the nature of the breach, the parties affected, the benefit obtained, and the harm created. Possible responses include rectification, rescission, refund, restitution, compensation, income purification, disciplinary action, revised disclosure, retraining, or product withdrawal. The objective is neither institutional concealment nor punitive absolutism; it is credible return to compliance.

This approach integrates theology and law without confusing them. Divine forgiveness remains a theological matter, while legal remediation protects rights in this world. Seeking forgiveness cannot substitute for returning another person's property or correcting an invalid transaction. In sharia economic relations, repentance has a material dimension whenever wrongdoing has affected the rights of others.

F. A Four-Layer Normative Model for Sharia Economic Law

The preceding analysis can be organised into a four-layer model. The following mapping does not claim that every institutional application is directly stated in Q 3:130–136. It distinguishes the textual anchor, the derived legal-ethical principle, and a contemporary field of application.

- **Prohibited acquisition—Q 3:130.** The prohibition of *ribā* protects parties from escalating and unlawful claims. Consent cannot validate a prohibited gain, and contractual form must correspond with economic substance. Institutional applications include genuine asset ownership and risk, anti-circumvention review, and control of default-related charges.
- **Accountable prosperity—Q 3:130.** *Taqwā* and *falāḥ* subordinate economic success to legal and moral accountability. Profitability must therefore be assessed together with compliance, justice, and welfare. Governance metrics should include sharia findings, customer outcomes, and social impact.
- **Circulation and solidarity—Q 3:134.** *Infāq* affirms the social function of property and the circulation of wealth. Property rights coexist with solidarity and sensitivity to genuine hardship. Applications include *qarḍ ḥasan*, integration of social and commercial finance, access for small enterprises, restructuring, and responsible remission.

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- **Ethical exercise of power—Q 3:134.** Restraint, pardon, and *iḥsān* require proportionality and excellence beyond minimum legality. Enforcement, disclosure, complaints, and dispute resolution must preserve dignity and fairness. Applications include ethical collection, clear disclosure, mediation, complaint repair, and fair treatment of vulnerable customers.
- **Corrective accountability—Q 3:135.** Remembrance and non-persistence require sharia violations to be detected, stopped, remedied, and prevented from recurring. Institutional applications include sharia audit, contract correction, restitution, income purification, and root-cause reform.

The model clarifies the relationship between three standards that are sometimes conflated. The first is validity: are the parties, object, offer and acceptance, and other essential elements legally sound? The second is sharia compliance: is the transaction free from prohibited elements and consistent with the applicable fatwa and regulation? The third is substantive justice: does the transaction's design and implementation protect rights, allocate risk responsibly, reduce avoidable harm, and serve legitimate welfare? A robust system requires all three.

Validity without sharia compliance can enforce a contract that contains a religiously prohibited element. Compliance without substantive justice can produce a technically approved structure whose effect undermines the purposes of the law. A broad appeal to justice without disciplined contract doctrine can create uncertainty and subjective decision-making. The four-layer model therefore rejects a false choice between rules and purposes. Rules control legal form; purposes orient design and interpretation; governance verifies implementation; and remediation responds to failure.

The model also locates *iḥsān* correctly. *Iḥsān* should not be used to invalidate every strict but lawful term. It operates as a standard for policy, discretion, institutional culture, and the equitable exercise of rights. In some contexts, legislation or regulation may translate aspects of this ethical standard into enforceable duties—for example, disclosure, fair treatment, complaint handling, or hardship procedures. The source and legal force of each duty must remain transparent.

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G. The Indonesian Legal Context: From Foundational Values to Enforceable Norms

Indonesia illustrates a multilayered process through which sharia values become positive economic law. The Qur'an and Sunnah provide foundational norms; *fiqh* elaborates contract doctrine; DSN-MUI fatwas articulate sharia standards for modern products; legislation and OJK regulations establish enforceable institutional duties; KHES guides substantive adjudication; and the Religious Courts apply the law in disputes. These layers interact but are not identical.

Law No. 21 of 2008 defines and regulates sharia banking and ties "Sharia Principles" to principles of Islamic law in banking activities based on fatwas issued by an authorised institution. Law No. 4 of 2023 amended the financial-sector framework and strengthened the contemporary position of sharia governance.[18] This statutory structure institutionalises a bridge between juristic authority and state regulation. The bridge is necessary, but the four-layer model shows why product authorisation alone cannot complete compliance.

KHES, issued through Supreme Court Regulation No. 2 of 2008, provides a systematic reference for subjects of law, contracts, *zakāh* and grants, and sharia accounting. Its contract provisions strengthen legal certainty for judges and parties. Supreme Court Regulation No. 14 of 2016 complements this substantive framework with procedural rules for sharia economic cases. Together, they demonstrate that sharia economic law includes both transactional norms and institutions of enforcement.

DSN-MUI fatwas perform a more specific function. Fatwas on *murābaḥah*, *ijārah*, *muḍārabah*, *mushārakah*, debt transfer, compensation, rescheduling, conversion, and settlement translate juristic doctrine into standards for contemporary products. Their relevance to Q 3:130–136 is not limited to the prohibition of *ribā*. Fatwas addressing customers who cannot pay, rescheduling, and the boundaries of compensation show the importance of restraint, hardship assessment, and proportionate remedies.

The most direct contemporary expression of corrective accountability appears in OJK Regulation No. 2 of 2024. It places sharia governance within the bank's organisational structure through the Sharia Supervisory Board, compliance, risk management, internal audit, external review, reporting, and follow-up. This institutional distribution of responsibility is crucial. Sharia

[18] Indonesia, Law No. 21 of 2008, as amended by Law No. 4 of 2023.

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integrity is not the task of the Sharia Supervisory Board alone; it must influence product development, operations, information technology, collection, accounting, human resources, and board oversight.

The normative model developed here suggests four improvements in legal and institutional evaluation. First, product review should document both the contract structure and its integrated economic effect. Second, customer-outcome testing should examine disclosure, affordability, hardship, enforcement, and complaint data. Third, sharia non-compliance reports should distinguish procedural defects from violations affecting property rights and should state the remedy for each. Fourth, boards and regulators should assess recurrence: repeated minor findings may reveal a culture of persistence even when each case is individually corrected.

These proposals also support consumer protection. OJK Regulation No. 22 of 2023 strengthens the general framework for consumer and public protection in the financial-services sector.[19] For sharia institutions, consumer protection is not an external conventional standard added to religious compliance. Clear information, fair treatment, protection of assets and data, accessible complaints, and effective redress correspond with the Qur'anic governance of property and power. The sharia-specific contribution is to integrate those duties with the prohibition of unlawful gain, the social function of wealth, *iḥsān*, and accountability before God.

Nevertheless, the boundary between ethics and enforceable law must be preserved. Courts decide claims through recognised legal sources, evidence, and procedure; they cannot impose an undefined moral preference in place of contract doctrine. Regulators must translate ethical purposes into ascertainable duties. Financial institutions may voluntarily adopt standards beyond the legal minimum, but they should communicate whether a commitment is contractual, regulatory, or aspirational. This transparency protects both justice and legal certainty.

H. Scholarly Contribution and Limits

The principal contribution of this study is its reconstruction of Q 3:130–136 as a connected source for sharia economic-law reasoning. The prohibition of *ribā* is not diluted into a general objection to unfairness; it remains a categorical legal norm elaborated through the wider sources of Islamic law. At the same time, the prohibition is not isolated from the passage's positive

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[19] Otoritas Jasa Keuangan, Regulation No. 22 of 2023 on Consumer and Public Protection in the Financial Services Sector.

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account of wealth, power, and correction. *Infāq*, restraint, pardon, *iḥsān*, and non-persistence reveal the kind of economic order toward which the prohibition is directed.

This reconstruction also contributes to the form–substance debate. Some critiques of Islamic finance treat legal form as an obstacle to authentic economic purpose, while some defensive accounts imply that formal approval is sufficient. The passage supports neither extreme. Sharia economic law requires valid forms because rights and obligations need certainty. It also requires congruent substance because a fictitious form can conceal prohibited gain or unjust risk allocation. The appropriate objective is not "substance instead of form" but truthful correspondence between form, effect, purpose, and conduct.

The article has three limits. First, it focuses on one Qur'anic sequence. A complete theory of sharia economic law must also examine verses concerning trade, debt documentation, consent, weights and measures, inheritance, public wealth, *zakāh*, and the prohibition of consuming property unjustly. Second, the study is normative and does not test the proposed model against a sample of bank contracts, court judgments, or audit reports. Third, the Indonesian discussion is illustrative. Comparative research across jurisdictions and standard-setting bodies would be necessary to evaluate how different legal systems translate *maqāṣid*, sharia governance, and remediation into enforceable rules.

Future research can operationalise the four layers into indicators for content analysis of financing documents, sharia-board reports, complaints, restructuring policies, and judgments. It can also examine whether remedial practices return value to affected customers, merely reclassify non-compliant income, or redesign the underlying product. Such empirical work would test whether institutions move from symbolic compliance toward non-persistence and substantive justice.

CONCLUSION

Q 3:130–136 provides a coherent normative architecture for sharia economic law. Its argument begins with a categorical boundary: believers must not consume *ribā*. The passage then redefines prosperity through *taqwā* and *falāḥ*, redirects competitive energy toward forgiveness, and identifies the God-conscious through conduct governing wealth, power, and failure. Read through *munāsabah*, the sequence moves from prohibited acquisition to

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distributive responsibility, from contractual power to restraint and *iḥsān*, and from violation to corrective non-persistence.

Four conclusions follow. First, the prohibition of *ribā* requires both doctrinal certainty and scrutiny of economic substance; consent and contractual labels cannot legitimise a prohibited gain. Second, *infāq* affirms the social function and circulation of property, including solidarity during hardship. Third, restraint, pardon, and *iḥsān* provide standards for the proportionate and dignified exercise of contractual and institutional power. Fourth, remembrance and refusal to persist supply a model of corrective governance in which non-compliance is detected, stopped, remedied, and prevented from recurring.

The Indonesian legal framework demonstrates how these layers can enter positive law through legislation, fatwas, KHES, judicial procedure, consumer protection, and OJK sharia-governance rules. Yet the levels must not be confused: Qur'anic values orient the system, juristic doctrine specifies contract law, regulators create enforceable institutional duties, and courts apply recognised norms to proven facts.

Sharia economic law is therefore neither a set of ethical aspirations without legal force nor a technical checklist detached from social consequences. Its integrity depends on alignment among contractual validity, freedom from prohibited elements, substantive justice, responsible governance, and credible remediation. The movement from *ribā* to *iḥsān* captures that alignment: economic law sets boundaries on gain, directs wealth toward welfare, disciplines power, and requires correction when institutions fall short.

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