



## Research Article

# Hybrid Contract Analysis on Hajj and Umrah Advance Fund Financing at Tamzis Bina Utama Bandung

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## Abstract

Hajj and Umrah advance financing is a product created by Islamic financial institutions. Scholars have different opinions regarding the permissibility of using hajj advance financing. That is due to the following: First, regarding the legal validity of hajj and umrah using advance funds, and second, hajj and umrah advance financing uses multiple agreements, namely *qardh* and *ijarah*. Third, the impact of hajj advance financing is that the hajj and umrah waiting lists are increasing. However, many Muslims in Indonesia are interested in this product. Therefore, it is important to implement Sharia principles in the Hajj and Umrah Advance Financing Product so that its implementation does not conflict with Sharia. This study uses an empirical legal approach with a case study method. Data sources consist of primary data obtained through observation and interviews and secondary data sources obtained from documentation and literature studies. The results of this study show that: First, the provisions for hajj and Umrah advance financing may only be given to customers categorized as capable. Second, multiple contracts are carried out separately, and third, the implementation of sharia principles is carried out by referring to MUI Fatwa Number 004/MUNASX/MUI/XI/2020, DSN-MUI Fatwa Number 09 of 2002, and Regulation of the Minister of Religious Affairs Number 24 of 2016.

Keywords: Financing; Hajj and Umrah Advanced Fund; Hybrid Contract

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## Introduction

The Hajj pilgrimage is one of the five pillars of Islam, the law of which is obligatory for those who are able. The Hajj pilgrimage is only obligatory for Muslims who can do so. Therefore, Muslims usually perform the Hajj pilgrimage only once in a lifetime, although Muslims can perform the Hajj pilgrimage repeatedly. A pilgrimage that is almost the same as the Hajj pilgrimage is the Umrah pilgrimage. However, the difference is that Muslims can perform the Umrah pilgrimage at any time, while

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Muslims only perform the Hajj pilgrimage in the month of Dzulhijah (Wulandari, Azizi, & Hidayat, 2024). Hajj and Umrah are worships that every Muslim desires because they can fulfill the call of Allah SWT (Indriyani, Hak, & Shar, 2024).

Performing the Hajj and Umrah pilgrimages not only builds *Habluminallah* but also builds relationships with *Habluminannas*. That is because when performing the Hajj and Umrah pilgrimages, Muslims can meet other Muslims from various countries. However, the distance between Indonesia and Saudi Arabia is very far, which is 7,902 km if using airplane transportation, with a flight time of 10 hours 20 minutes. Therefore, for Muslims in Indonesia, performing the Hajj and Umrah pilgrimages requires a very large cost. Allah SWT explains the law of the Hajj pilgrimage in Q.S Ali Imran verse 97. Based on this verse, performing the Hajj pilgrimage is obligatory for Muslims who are able. Thus, Muslims who are unable have no obligation to perform the Hajj pilgrimage. Meanwhile, performing the Umrah pilgrimage is sunnah. Thus, Muslims are allowed to perform the Umrah pilgrimage for those who are able, and it is not sinful if they do not perform the Umrah pilgrimage for those who are unable.

The Ministry of Religion has set the latest Hajj Pilgrimage Organizer Fee (commonly known as BPIH) at IDR 93,410,286 but received a government subsidy to only pay IDR 56,046,172 for 2024. This fee has increased from the previous year to IDR 89,800,000, around 3%. The increase in Hajj costs is to maximize services to Hajj pilgrims, one of which is the increase in food consumption in Mecca and Medina; the increase in costs is due to the increase in flight costs to Saudi Arabia in 2024. Seeing the increasing cost of Hajj and Umrah from year to year, if you collect money first and then register for Hajj, it is not easy because the cost of Hajj continues to increase.

This condition is employed by the banking sector as a means of expanding its business operations within the Hajj and Umrah departure market segment. Subsequently, financial institutions devise robust financing structures to assist Muslim individuals seeking to undertake the Hajj or Umrah. This is achieved through the provision of Hajj and Umrah bailout financing (Fitriyaningsih, Nusantoro, & Kurniawan, 2021). Bailout funds are financial assistance provided by Islamic financial institutions to customers intending to undertake the Hajj or Umrah, the payments for which can be made after their return from the holy land. This enables customers to undertake the Hajj or Umrah with payments made in installments or after their return from the holy land (Putm, 2013).

The basis for financing the Hajj Administration advance fund is the fatwa issued by the National Sharia Council-Indonesian Ulama Council (Dewan Syariah Nasional Majelis Ulama Indonesia abbreviated DSN-MUI in Bahasa Indonesia) No. 29/DSN-MUI/VI/2002 concerning Hajj Administration Financing at Sharia Financial Institutions. Based on the Fatwa, in the process of managing the hajj for customers,

Sharia Financial Institutions (LKS) can obtain service fees (*ujrah*) using the *ijarah* principle according to DSN-MUI Fatwa No. 9/DSN-MUI/IV/2000 (Oktaviani, 2018). If necessary, Islamic Financial Institutions can help finance the Hajj Pilgrimage Travel Costs (BPIH) of customers using the *qardh* principle by DSN-MUI Fatwa No. 19/DSN-MUI/IV/2001.”.

According to the Head of the MUI Fatwa Commission, KH. Ma'ruf Amin said that the practice of hajj and Umrah advance funds is permitted as long as the advance funds are given to people who can pay the installments. Being here means being able to pay the amount of debt given. Meanwhile, according to Muhammad bin Shalih al-Utsaimin, as quoted by Muhammad bin 'Abdul' Aziz al-Musnad, stated that if someone has a debt equal to all his wealth, then he is not obliged to perform the hajj because Allah SWT requires the hajj only for those who are able (Ismail & Sudiarti, 2022). The obligation that must come first is paying debts. If Muslims do not have debt obligations and find it easy to perform the Hajj, they can carry out the Hajj/Umrah pilgrimage. However, if some Muslims have debts that are less than the value of their assets and can carry out the Hajj or Umrah after paying their debts, then according to the ulama, they should pay their debts first carry out the Hajj or Umrah (Tho'in & Prastiwi, 2016).

DSN-MUI Fatwa No. 29/DSN-MUI/VI/2002 has experienced pros and cons among scholars (Hakim, 2018). Some Ulama considers that financing of Hajj advance funds is by Islamic law and is a useful product and the right solution for Muslims who wish to perform the Hajj or Umrah pilgrimage (Lestari, Murwanti, & Sholahuddin, 2017). However, some Ulama do not agree with the existence of Hajj or Umrah advance funds (Amanuddin, 2022). The Ministry of Religion of the Republic of Indonesia responded to the pros and cons by issuing regulations related to Hajj advance funds, namely Regulation of the Minister of Religion Number 24 of 2016 concerning Amendments to Regulation of the Minister of Religion Number 30 of 2013 concerning Banks Receiving Deposits of Hajj Pilgrimage Organizer Costs (Sudiono, 2022). Based on the Regulation of the Minister of Religion Number 24 of 2016 Article 6A, it is decided that Banks Receiving Hajj Pilgrimage Cost Deposits (BPS BPIH) cannot provide Hajj advance funding services directly or indirectly (Ulie, 2021).

Regulation of the Minister of Religious Affairs Number 24 of 2016 in Article 6A explains that it prohibits the existence of hajj advance fund products at Islamic Banking Institutions in Indonesia. However, the regulation does not explain the prohibition on Non-Banking Institutions from providing hajj advance fund products. The reasons for eliminating hajj and umrah advance funds from Islamic banking institutions include the fact that hajj advance funds do not provide benefits between the bank and the customer because they use the *qardh* contract, which is not permitted to make a profit. In addition, the reason for eliminating hajj and Umrah advance funds

at Islamic Banking Institutions is that advance funds cause the hajj pilgrimage queue to be higher and longer (Ichsan, Choirunnisak, & Meriyati, 2021). Customers who are unable to register using the Hajj and Umrah advance funds cause Indonesian people who already have the money to perform the Hajj pilgrimage to be hampered in their departure by having to wait longer (Sopa & Rahmah, 2013).

In addition to the reasons above regarding the elimination of financing products at BPS BPIH Islamic financial institutions, there needs to be more clarity regarding the validity of combining two contracts in one transaction, namely the *qardh* and *ijarah* contracts (Aini, Muchtarom, & Sifa', 2020). Combining two contracts in one transaction is called hybrid contracts (Harun, 2018). Ulama still have different opinions regarding the use of *qardh* and *ijarah* contracts. Some Ulama allow them, and there are also Ulama who prohibit them (Almurni, Nuradi, & Supriyanto, 2022). One of the Ulama who forbids multiple contracts is from the Zhahiriyah Ulama, which says that the legal basis for contracts is that they are not permitted except for those indicated by religion (Harun, 2018).

The opinion of the Ulama who allowed it is Ibn Taimiyah, who said that the origin of multiple contracts is permissible as long as the contracts that build it stand-alone are permissible and no evidence prohibits the contract. However, if evidence prohibits one form of multiple contracts, then the evidence is an exception to the general rule (Amila, 2020). Most Ulama who allow multiple contracts only allow it with restrictions (Lutfiyah, 2023). The Ulama have limited the practice of multi-contract transactions. If this limit is exceeded, multiple contracts will become haram (Hasan, 2017).

Non-Bank Financial Institutions can still do Hajj and Umrah Advance Fund Financing. Those included in Non-Bank Financial Institutions include Pawnshops, Cooperatives, Insurance, Leasing, Venture Capital Companies, Loan Creditors, and Pension Fund Companies. However, not all Non-Bank Financial Institutions provide Hajj and Umrah advance funds. Non-bank financial Institutions that provide Hajj and Umrah advance funds are Pawnshops and Sharia Cooperatives. One of the Sharia Cooperatives that provides Hajj and Umrah advance funds is Tamzis Bina Utama.

Tamzis Bina Utama is a Sharia Microfinance Service Institution with a cooperative legal entity, KSPPS Tamzis Bina Utama. It was formed by a group of educated young people in 1992 in Kertek District, Wonosobo Regency, Central Java. Armed with idealism and strong determination, small capital, minimal experience, and the magnitude of the challenges faced, these young people were not discouraged from fighting to improve the people's economy and realize the prosperity of the Indonesian nation.

Tamzis Bina Utama has several products, including savings, zakat, alms, *infaq* and financing. First, Savings products consist of Mutiara Savings, savings for education, *walimah*, *Aqiqah*, and hajj. Second, Education Savings. This savings differs from

Mutiara Savings because Education Savings is a student savings product at Tamzis Bina Utama. Third, *Ijabah* Savings is a term investment product that uses the principle of *mudharabah mutlaqah* (profit sharing). Tamzis also accepts Zakat, alms, and Infaq, which can later be distributed to needy people.

Hajj and Umrah, advance financing products, are included in one of Tamzis Bina Utama's products. The requirements that must be prepared to apply for hajj and umrah advance financing at Tamzis Bina Utama include a photocopy of a valid KTP/SIM, a photocopy of the Tamzis Bina Utama KSPPS Membership Card, a photocopy of a Family Card, a photocopy of a Marriage Certificate, a photocopy of a business certificate from the village/sub-district, a salary payment slip, a photocopy of collateral (BPKB/SHM) and its completeness.

The elimination of the hajj and Umrah advance fund product in the Minister of Religion Regulation No. 24 of 2016 does not affect Tamzis Bina Utama because the regulation states that the prohibition does not apply to non-Bank institutions. Therefore, Tamzis can still use the Hajj and Umrah advance fund products. The legal basis used in using the hajj and umrah advance fund is the DSN-MUI Fatwa No. 29 of 2002 and the MUI Fatwa Number 004/MUNAS X/MUI/XI/2020 concerning the Payment of Initial Hajj Deposits with Debt and Financing. Thus, it is necessary to examine how the analysis of Sharia economic law is related to implementing the Hajj and Umrah advance fund product at Tamzis Bina Utama Ujung Berung, Bandung.

## Methods

This study uses an empirical legal approach. In legal research, law is seen as a norm or *das sollen* because it refers to applicable laws and regulations (Ali, 2021). The empirical legal approach is also carried out by examining the reality in field practice. This approach is also known as a sociological approach carried out directly in the field. (Efendi & Ibrahim, 2018). The author conducted observations in the field to determine the facts that occurred. Then, the author will analyze the problem using legal regulations related to this study. This study uses the case study method, which is expected to capture the complexity of a case that has developed in the social sciences. (Ridlo, 2023). The purpose of the case study method is to solve research questions by collecting reports of events, proposals, archival records, interviews, and direct observation (Wahyuningsih, 2013). The data needed for this research is qualitative, related to categorization or grouping and shows quality rather than quantitative values.

Data sources consist of secondary data sources and primary data sources. Secondary data sources consist of primary and secondary legal materials. Primary legal materials consist of DSN-MUI Fatwa No. 29/DSN-MUI/VI/2002 concerning Financing of Hajj Administration by Islamic Financial Institutions; MUI Fatwa Number: 004/MUNAS



X/MUI/XI/2020 concerning Payment of Initial Hajj Deposits with Debt and Financing; and Regulation of the Minister of Religion Number 24 of 2016 concerning amendments to the Minister of Religion Number 30 of 2013 concerning Banks Receiving Deposits for Organizing the Hajj. Secondary legal sources complement primary legal sources. The secondary legal sources in this study are the Qur'an and Hadith. Meanwhile, primary data sources are the main sources that provide direct information about the data needed in the study. This study's important primary data source is information obtained directly through interviews with the manager of Tamzis Bina Utama Ujung Berung. Data collection techniques are done through observation, interviews, documentation, and literature studies. Data analysis is carried out using data collection, data reduction, data presentation, conclusion, and verification.

## Results and Discussion

### Financing Mechanism for Hajj and Umrah Advance Funds at Tamzis Bina Utama Ujung Berung

Tamzis hajj advance financing is a loan to obtain a portion of hajj or umrah. Hajj/umrah advance financing covers the lack of funds for customers who want to go on hajj/umrah. Hajj and Umrah advance funds at Tamzis have the following goals and benefits: a) providing convenience to Tamzis members in performing the hajj; b) providing certainty of departure for the hajj without being overshadowed by the worry of running out of hajj portions; c) facilitating installment payments for advance funds because the payment period is up to three years

The mechanism for financing hajj and umrah advance funds at Tamzir Bina Utama is First, Customers come to the Tamzis Bina Utama office and then submit an application to Tamzis to process and apply for financing for the hajj/umrah portion. Second, Tamzis Bina Utama Ujung Berung explains the contract used. The contract for financing Hajj and Umrah advance funds uses multi-contracts, namely *qardh* and *ijarah*. Third, after members have met all the requirements and agreed to the contract, members can choose the term for financing Hajj and Umrah advance funds. Fourth, register by filling out the hajj and Umrah advance fund financing form provided by Tamzis (Oki, 2024).

Next, the fifth, Tamzis Bina Utama, surveys the customer's condition. Sixth, the customer creates a CIMB Syariah Savings book or Bank Muamalat Savings; in this case, Tamzis Bina Utama cooperates with both banks to carry out transactions to finance the hajj advance funds and payments made. Seventh, Tamzis manages the hajj portion through SISKOHAT, including realization and *qardh* to pay for the shortfall in the Hajj Pilgrimage Cost (BPIH) crew deposits by the provisions in force at the Ministry of Religion office. Furthermore, proof of payment is submitted to the

member. Eighth, the customer gets a hajj portion number. The customer pays the Hajj and Umrah advance funds in installments according to the agreed time period.

Financing Hajj and Umrah advance funds at Tamzis Bina Utama Bandung also requires a guarantee, where the guarantee is the member's portion of the Hajj. If the member is unable to pay off the debt given by Tamzis Bina Utama, Tamzis Bina Utama can revoke the member's registration at SISKOHAT (Oki, 2024). Meanwhile, for Umrah, the collateral provided can be a house certificate, motorcycle BPKB, and other valuable documents, according to the advance amount provided by Tamzis Bina Utama. The collateral is used if Tamzis Bina Utama members cannot pay their debts; then, the collateral and assets can be sold and cashed in. The collateral shows that customers who use Hajj and Umrah advance funds are categorized as capable of carrying out the Hajj and Umrah pilgrimages (Oki, 2024).

### Legal Basis for Financing Hajj and Umrah Advance Funds

The following is the legal basis for financing Hajj and Umrah advance funds in Sharia Economic Law:

First, the Qur'an, namely Q.S Ali Imran: 97, explains that performing the Hajj is obligatory only for those who can. The word able in performing the Hajj contains several multiple interpretations that cause differences of opinion among scholars. According to Imam Syafii, what *istitho'ah* means is the ability to have wealth. Therefore, he requires a paralyzed person to find someone to replace him for the Hajj if he has the money to pay for it. Imam Malik thinks that *istitho'ah* is (the ability with) physical health. People who can walk and try (to find provisions) on the journey must perform the Hajj. Abu Hanifah thinks that *istitho'ah* includes both (namely, the ability of wealth and body) (Sani, Hizbullah, & Ardat, 2022).

Second, the Hadith, narrated by Muslims, states that whoever relieves a believer of various worldly difficulties, Allah will ease his difficulties on the Day of Resurrection. Moreover, whoever makes it easy for someone who is in difficulty, Allah will make it easy for him in this world and the hereafter and whoever covers (the faults) of a Muslim, Allah will cover his faults in this world and the hereafter. Allah always helps his servants as long as his servants help their brothers. Whoever takes a path to gain knowledge, Allah will make the path to heaven easy for him.

Third, DSN-MUI Fatwa Number 29/DSN-MUI/VI/2002. The fatwa explains that Islamic Financial Institutions are allowed to provide financing on the condition that they use the *al-Ijarah* and *al-qard* contracts. However, this fatwa raises pros and cons because it uses two contracts simultaneously, whereas if two contracts are used in muamalah, it will cause *se gharar* or uncertainty (Mubarok & Hasanuddin, 2013).

Fourth, MUI Fatwa Number: 004/MUNASX/MUI/XI/2020 concerning Payment of Initial Hajj Deposits with Debt and Financing, which then contains several legal

provisions, namely: Payment of Initial Hajj Deposits with money from debt is permissible (*mubah*), with the following conditions: a. the advance funds is not a usurious debt, and b. The person in debt can pay off the debt by proving it with sufficient asset ownership. Furthermore, payment of initial deposits with financing from financial institutions is permissible under the following conditions: a. Using Sharia Contracts; and b. Not carried out at Conventional Financial Institutions, and the customer can pay off with sufficient asset ownership; Payment of initial hajj deposits with debt funds and financing that do not meet the provisions referred to in numbers 1 (one) and 2 (two) is haram.

Fifth, Regulation of the Minister of Religion Number 24 of 2016. Based on this regulation, Hajj Advance Funds in Sharia Banks are prohibited. That is stated in Article 6A, which reads: "Banks Receiving Hajj Management Cost Deposits (BPS BPIH) are prohibited from providing Hajj advance fund services directly or indirectly." Then, Article 12A reads: 1) Hajj advance funds that BPS BPIH has provided before the enactment of this Ministerial Regulation must be settled by BPS BPIH with the Hajj Pilgrims. 2) Settlement as referred to in paragraph (1) no later than 31 December 2020, calculated from the date of promulgation of this Ministerial Regulation. 3) If Hajj advance funds still need to be settled after the deadline, as referred to in paragraph (2), the Hajj Pilgrim portion number will remain active. The article states that Islamic Financial Institutions are not permitted to provide Hajj advance funds to customers; if they have been provided, they must be paid off immediately before 31 December 2020.

Hajj and Umrah Advance Funds are funds provided to prospective hajj pilgrims by Islamic Financial Institutions to help meet the initial deposit for the Hajj Pilgrimage Costs (BPIH) and Umrah in order to obtain a Hajj and Umrah portion number by the provisions of the Ministry of Religion (Sinaga, Alam, Arkan, & Hasibuan, 2020). Meanwhile, according to Law Number 30 of 2013 concerning BPS BPIH, Article 1, paragraph 4 states that Hajj advance funds are funds provided as temporary assistance without charging compensation by BPS BPIH to Prospective Hajj Pilgrims.

Based on this understanding, it can be concluded that the Hajj and Umrah advance funds are loans for customers who want to do a portion of the Hajj, but the funds they have are not sufficient to do so at the Ministry of Religion (Amsari, 2021). That means the hajj advance fund is intended to cover the lack of funds to meet the minimum requirements for obtaining a hajj portion (Fitriyah, 2016). Then, the Islamic Financial Institution takes care of financing the Hajj Pilgrimage Travel Costs (BPIH) and Umrah in the form of files until the customer gets a Hajj and Umrah seat. For the services of managing the hajj and umrah, the Islamic Financial Institution receives compensation (Hasanudin, 2015).



In practice, financing of hajj advance funds cannot be separated from *istitha'ah* (able); this determines whether the customer can perform the hajj pilgrimage. Imam Hanafi School of Law, The Hanafi School of Law, argues that the meaning of *istitha'ah* is three types, namely body/physical, property, and security. Imam Maliki The Maliki School of Law interprets *istitha'ah* with three things, namely physical/body ability, sufficient provisions, and travel ability; Shafii scholars interprets *istitha'ah* with three things, namely physical/body ability, property, and vehicles, Hanbali scholars, argues that *istitha'ah* is related to provisions and vehicles (Isnaini & Hayatuddin, 2024).

Several Ulama have different opinions regarding the law of financing advance funds for the Hajj and Umrah. Some Ulama agree and oppose financing advance funds for the Hajj and Umrah. The following are the opinions of Ulama, who agree with financing advance funds for the (Hajj and Umrah: 1) According to NU, financing advance funds for the Hajj and Umrah is permissible as long as the person can pay his debt. The law of the Hajj with advance funds remains valid and perfect as long as the conditions and pillars are carried out perfectly. 2) Imam Syafi'i allows performing the Hajj with funds from loans; whoever does not have excess assets that make him eligible to perform the Hajj without taking out a loan, then that person is considered not to have an obligation to perform the Hajj because he is not considered to have any ability. However, if the person has many assets, it is permissible to sell some of them or go into debt because the person believes that he can pay his debt because there are assets that can be reserved or used as collateral. 3) According to the Head of the MUI Fatwa Commission, KH. Ma'ruf Amien said that the practice of hajj and Umrah advance funds is allowed as long as the advance funds are given to people who can pay in installments. Capable here means being able to pay a certain amount of debt given.

The opinions of Ulama who disagree with the financing of Hajj and Umrah advance funds include: 1) Erwandi Tarmizi is one of the Contemporary Ulama who disagrees with the Hajj and Umrah advance funds. He believes that the financing of Hajj and Umrah advance funds make the hajj queue quota in Indonesia longer so that Indonesian people who are already able in terms of health and economy have to wait even longer. 2) Ustadz Adi Hidayat also disagrees and believes that regarding the hajj advance funds, look at the rules of the Qur'an; if you are able, then go, but if you are not able to, it is better to save first. The impact of the advance funds is that everyone looks able even though they are not necessarily able. Therefore, the hajj queue becomes longer and longer. 3) According to Muhammad bin Shalih al-Utsaimin, as quoted by Muhammad bin 'Abdul' Aziz al-Musnad, he stated that if someone has a debt equal to all his wealth, then he is not obliged to perform the Hajj because Allah SWT requires the Hajj only for those who are able. The obligation that must be prioritized is to pay the debt. If he finds it easy to perform the Hajj after that, he may perform the Hajj/Umrah (Ismail & Sudiarti, 2022). However, the obligatory Hajj must

be carried out after some time, while for the Sunnah Hajj, there are options. If he wishes, he may go on Hajj; if he does not, then there is no sin on him (Tho'in & Prastiwi, 2016).

### Analysis of Sharia Economic Law on Hajj and Umrah Advance Fund Financing in Tamzir Ujung Berung

Hajj and Umrah advance financing is one of Tamzis Bina Utama Ujungberung's products. This product aims to help Muslims who do not yet have the funds to perform the Hajj pilgrimage by assisting them in obtaining a portion of the Hajj and Umrah (Oki, 2024). Tamzis Bina Utama's legal basis is the DSN-MUI Fatwa Number 29/DSN-MUI/VI/2002 concerning the Financing of Hajj Administration by Sharia Financial Institutions and the MUI Fatwa Number 004/MUNAS X/MUI/XI/2020 concerning the Payment of Initial Hajj Deposits with Debt and Financing.

Based on the author's analysis of the results of the interview with the Tamzis Bina Utama Manager, the author found that there were several implementations of Hajj and Umrah advance financing that were not by the DSN-MUI Fatwa Number 29 of 2002 concerning Hajj and Umrah Management in Islamic Financial Institutions. As can be seen in the table below:

**Table 1.** Analysis of the Conformity of Hajj and Umrah Advance Fund Financing at Tamzis Bina Utama with DSN MUI Fatwa No. 29 of 2002

No	DSN MUI Fatwa Number 29 of 2002	Appropriate	No
1	In managing the hajj for customers, LKS obtains a fee for <i>Ujrah</i> services using the <i>Ijarah</i> principle according to DSN-MUI Fatwa number 9/DSN-MUI/IV/2000	✓	
2	If necessary, LKS can help cover the customer's BPIH payments by using the <i>al-Qardh</i> principle according to DSN-MUI fatwa number 9/DSN-MUI/IV/2001	✓	
3	Sharia Financial Institutions cannot require <i>ujrah</i> when providing Hajj bailout funds	✓	
4	The determination of <i>Ujrah</i> for <i>al-Ijarah</i> services is not based on the amount of <i>al-Qardh</i> bailouts provided by Sharia Financial Institutions to customers		✓

Implementing the Hajj and Umrah financing at Tamzis Bina Utama differs from Point 4. The compensation for services in the *al-Ijarah* contract should not be based on the amount of *al-Qardh* bailout provided by Sharia Financial Institutions to customers. However, Tamzis Bina Utama still determines the *ujrah* on financing the Hajj and Umrah bailout funds based on the agreed period. That causes the *Ijarah* contract to become *gharar* because of the lack of clarity in the *ujrah* stipulated. However, Tamzis

Bina Utama Ujung Berung, Bandung City, has implemented other provisions in the fatwa.

The conformity of the MUI Fatwa Number: 004/MUNAS X/MUI/XI/2020 concerning the Payment of Initial Hajj Deposits with Debt and Financing based on the author's analysis of the interview results, the results are explained in the table below:

**Table 2.** Analysis of the Conformity of Hajj and Umrah Advance Fund Financing at Tamzis Bina Utama with MUI Fatwa No. 004/MUNAS/2020

MUI Fatwa No. 004/2020	Contens	Appropriate	No
	a. Not Usury Debt	✓	
Payment of the initial Hajj deposit using money from a loan is legally permissible with the following conditions:	b. People who are in debt can pay off debts, proven, among other things, by owning sufficient assets	✓	
Payment of the initial Hajj deposit using money from financing from a financial institution is permissible under the following conditions:	a. Using Sharia Contracts	✓	
	b. Not done in Conventional Financial Institutions	✓	
	c. The customer can pay off the debt, as evidenced by, among other things, ownership of sufficient assets.	✓	
Payment of the initial deposit for the Hajj using debt funds and financing that does not fulfill conditions one and two is haram.		✓	

### Hybrid Contracts Analysis on Hajj and Umrah Advance Funds at Tamzis Bina Utama Ujung Berung, Bandung City

Financing of Hajj and Umrah advance funds at Tamzis Bina Utama Ujungberung uses the concept of multiple contracts, namely *Qardh* and *Ijarah*. According to Sharia Economic Law, combining *Qardh* and *Ijarah* contracts in one transaction will cause usury. Therefore, this type of multiple- contract is called *Al-Uqud al-Mujtami'ah al-Mutanaqidhah wa al-Mutadhadah wa al-Mutanafiyah*. These, namely hybrid-contracts, combine to oppose or break each other. The Prophet prohibits this combination of contracts because they break or invalidate each other (Lutfiyah, 2023). However, the combination of *qardh* and *ijarah* contracts can still be done if each contract stands alone, meaning they are carried out separately.

As Nazih Hammad argues in the book entitled *Al-Uqud Murakabah Fi Al-Fiqih Al-Islami*, it also explains that the law of carrying out hybrid-contracts is permissible if, in implementation, they are not combined, i.e., stand-alone, then the law is permissible. All forms of multiple contracts may be carried out if no reason prohibits it; if there is a reason that prohibits it, then it is not generally enforced because the prohibition only applies in cases where it is prohibited (Hasnita, 2023).

Implementing multiple contracts between *Qardh* and *Ijarah* contracts in financing the Hajj and Umrah bailouts is, in practice, still combined. There is no separation between *qardh* and *ijarah* contracts. Even *Sarah* is determined according to the terms of the card contract. Thus, the *ijarah* contract is related to the *qardh* contract. According to Sharia Economic Law, the type of multi-contract in implementing funding for the Hajj and Umrah bailout funds at Tamzis Bina Utama Ujung Berung is not appropriate, is not legally permitted, and the multi-contract is invalid.

## Conclusion

The implementation of hajj and Umrah advance financing refers to the DSN-MUI Fatwa Number 29/DSN-MUI/VI/2002 Concerning Hajj Administration Financing for Sharia Financial Institutions and MUI Fatwa Number: 004/MUNAS X/MUI/XI/2020 concerning Initial Hajj Deposit Payment with Debt and Financing. In practice, hajj and umrah advance financing at Tamzis Bina Utama Ujung Berung does not comply with the provisions of the *ijarah* contract as stated in the DSN-MUI Fatwa Number 29 of 2002 because the *ujrah* stipulated in hajj and umrah advance financing is determined based on the period in the *qardh* contract. Thus, implementing multiple contracts in Hajj and Umrah advance financing at Tamzis Bina Utama Ujung Berung violates the provisions of multiple contracts in Sharia economic law. This type of multi-contract is included in *Al-Uqud al-Mujtami'ah al-Mutanaqidhah wa al-Mutadhadah wa al-Mutanafiyah*. These, namely hybrid contracts, combine to oppose or break each other. If this type of multi-contract is carried out, there is a risk of usury. Thus, this multi-will is prohibited and invalid.

## Conflict of Interest

The authors declare no conflict of interest.

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