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The Debt of Expired Prepaid Telkomsel Number on Telkomsel Paket Darurat (A Sharia Economic Law Study)

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ABSTRACT :

This study aims to find out the mechanism of Telkomsel Paket Darurat service and the situation where an expired prepaid Telkomsel number still has an outstanding Telkomsel Paket Darurat bill. The findings indicate that if the number expires within 60 days, the user is still obligated to settle the debt because there is an opportunity to reactivate the number. However, if more than 60 days have passed since the expiration or the physical card is damaged and the number is inactive, and the user is unable to settle the debt for any reason, the number cannot be reactivated. It is blocked and has a status of “ready for recycle,” resulting in the loss of the opportunity to settle the Paket Darurat bill. From the perspective of Sharia Economic Law, the debt status of the Telkomsel Paket Darurat is waived by Telkomsel based on a valid *ibra’* contract.

Key words: *expired, prepaid number, debt*

INTRODUCTION

Telkomsel, as a network company operating in Indonesia's monopolistic market, provides a service similar to paylater called Paket Darurat (emergency package). The Paket Darurat includes internet, call, or SMS packages that can be activated by prepaid numbers and paid later when the user reloads their credit. The customer's credit will be automatically deducted as payment for the Paket Darurat upon the next recharge. This package can be activated even if the customer is running out of credit, in line with the Paket Darurat slogan, “first aid when credit is tight”.¹

Unlike other paylater systems, which are not related to the active period of user accounts, the Paket Darurat users are determined by Telkomsel based on the phone number that is at risk of being deactivated, according to the specified grace period. One of the conditions is not recharging credit within a certain period. Although the phone number has an outstanding credit bill for the Paket Darurat service, it does not affect the active period of the number. This is stated in the Q&A section of Telkomsel's official website: “*activating a Paket Darurat will not extend the active period of the Prepaid Customer's number*”.

¹ Telkomsel, ‘Paket Darurat Telkomsel’, *Paket Darurat Telkomsel* <<https://www.Telkomsel.com/paket-darurat>> [accessed 23 July 2023].

The above condition goes against the consequences of *Qārd*, where debt is considered a serious matter and must be settled. This means that even if the bill is not settled and has reached the deadline, the phone number will still expire. In this case, both Telkomsel and the Telkomsel number user are released from any responsibility related to transactions that have been made through that number.²

In this case, the expired phone number can be interpreted as “deceased” or inactive. However, a *muqrid* or debtor, even after death, still bears the debt as seen in the situation recorded in the following hadith: *"Abu 'Ashim narrated to us from Yazid bin Abi 'Ubaid from Salamah bin Al Akwa' (may Allah be pleased with him) that a funeral was brought to the Prophet Muhammad (peace be upon him) for prayer. He asked, 'Does this person have any debt?' They replied, 'No.' So, he prayed for the deceased. Then another funeral was brought to him, and he asked again, 'Does this person have any debt?' They answered, 'Yes.' So, he said, 'Perform the funeral prayer for your brother.' Abu Qatadah said, 'O Messenger of Allah, I will take responsibility for his debt.' Then, he prayed for that funeral"*.³

However, an expired number does not have significant consequences. Because, in essence, it is merely a transformation of the user of the Paket Darurat. This situation, of course, gives rise to different consequences. Sharia dictates that not returning a borrowed property is considered *ẓalim*, which is harming others, primarily because it involves taking away someone else's right. However, based on the principle:

الرِّضَا بِالشَّيْءِ رِضَىٰ بِمَا يَتَوَلَّدُ مِنْهُ

“Rida or contentment towards something means being content with whatever arises from it”.⁴

It can be concluded that Telkomsel is willing or does not feel aggrieved by the non-settlement of credit debt for the Paket Darurat by an expired number, as the expired system is designed by Telkomsel itself. This means Telkomsel has created a system where a dead phone number, even if it is currently in the credit bill period, is aware of the consequences that the number no longer has the opportunity to settle the bill, yet Telkomsel still deactivates it.

This condition renders the law abstract. Does Sharia Economic Law consider whether credit debt for the Paket Darurat should still be borne by the customer when the phone number has expired and has not settled its bill.

² Zulkarain Muhammad Ali and Malihah Limah, ‘The Concept of Debt in Islam: Adab and The Priority of Resolving’, *STIU Daarul Hikmah* <<https://ojs.stiudarulhimah.ac.id/>> [accessed 24 February 2023].

³ Muhammad ibn Ismail Abu 'Abdillah Al-Bukhari Al-Ja'fi, *Sahih Al-Bukhari* (Dar Tawqi An-Najah, 2001).

⁴ Agus Hermanto, *Al-Qawa'id Al-Fiqhiyyah, Dalil Dan Metode Penyelesaian Masalah-Masalah Kekinian* (Literasi Nusantara Abadi), p. 92.

Methods

This research combines literature and field research. Data is sourced from Telkomsel's official website, Telkomsel's representative in Balikpapan, Telkomsel prepaid card users, Paket Darurat users, and relevant literature. The data is obtained through observation, online data searches, and Role-Play simulation, which are then reduced, analyzed, displayed, and verified. The conclusions drawn will be connected to Sharia Economic Law and further clarify its legal status. Data analysis starts before entering the field until leaving the field. There are several popular data analysis techniques used in research, and the researcher employs the *Miles and Huberman* model for qualitative research in this study.

Result

Telkomsel Paket Darurat activation can be done through MyTelkomsel App, VPN, SMS, and several others. Telkomsel Paket Darurat activation is free of charge. As long as they meet the offer criteria and agree to the terms, users will get a loan for a certain number of packages and then when the user recharges, the pulsa will be deducted automatically to pay off the Paket Darurat bill without any additions.

Not all number can be offered Paket Darurat, criteria:

- a. Telkomsel prepaid number.
- b. Made transactions in the last 3 months.
- c. Telkomsel prepaid number age 60 days and above.
- d. Do not have any bills.

The package offered can be in the form of pulsa or internet package, and is only valid for Telkomsel prepaid numbers that meet the criteria. The pulsa debt will be paid off when the prepaid number recharges its pulsa balance. If the prepaid number does not make any transactions within 90 days, the number will enter a grace period of 30 days, during which time it still does not make any transactions, the number will expire. When expired, the Telkomsel system provides an opportunity to reactivate the Telkomsel prepaid number for 60 days. After 60 days, the number will be blocked and ready to be recycled. That mechanism and situation is called an expired phone number having a Telkomsel Paket Darurat bill.

So that this problem in this research can be solved, Sharia Economic Law needs to examine from various sides. First, it is necessary to see how the attitude of Telkomsel towards the case of Telkomsel prepaid number expiration while still having Paket Darurat debt. The following is

Telkomsel's reaction to the issue being researched, through the GraPARI office or through two-way communication, namely a virtual assistant named Veronika.

1. Veronika's Response (Telkomsel virtual assistant)

Veronika answered the issue of debt by Telkomsel prepaid numbers on expired Paket Darurat with the following statement:

- a. If the number cannot be reactivated, you will not be able to make debt payments on the Paket Darurat. Veronika further advises to take further care by calling 188 or visiting the nearest GraPARI.
- b. If GraPARI cannot reactivate the card, there is no way to pay off the Paket Darurat. Furthermore, Veronika suggest topping up the pulsa balance, but still, when the number is blocked, you cannot make any transactions.

2. GraPARI's Response

GraPARI has provided an answer to the question of how the status of Paket Darurat debt by Telkomsel Prabayar numbers that have expired. As discussed earlier in the description, the GraPARI officer stated that “the debt is considered paid off” for Telkomsel prepaid numbers that cannot be reactivated. One of the characteristics is that the phone number has exceeded the time limit to be reactivated.

Discussion

In Sharia Economic Law, Paket Darurat is classified as a *tabarru'* contract, which is a non-profit transaction.⁵ This is shown by the package lent by Telkomsel is done willingly and does not ask for anything additional except. the return of the loaned credit or internet package. The slogan of Telkomsel Paket Darurat “*first aid when credit is tight*” clearly shows that the transaction is socially based. Telkomsel Prepaid card users or Telkomsel Paket Darurat activators also do it voluntarily and feel helped by the loan.

Tabarru' contract on the Paket Darurat needs to be analyzed more deeply because only certain Telkomsel numbers get offers. The system seems tendentious, but These four criteria are very reasonable. Telkomsel is a company, not a charity, of course the company avoids losses. *Tabarru'* contract is a non-profit contract, but that does not mean it is detrimental. Analogously, individuals who help other individuals by lending their wealth do not get anything in return, but smart and good individuals will not harm themselves continuously for a cheater. Likewise with Telkomsel, making a Paket Darurat system with certain criteria to avoid cunning users who harm the company. In conclusion, because customers have provided benefits, so they deserve to be

helped. The criteria set are a strategy so that 'Telkomsel is able to attract customers without harming the company.

Within the *tabarru'* contract, Paket Darurat is a *qard* contract. *qard* is:

تَمْلِكُ الشَّيْءَ عَلَى أَنْ يَرُدَّ بَدْلُهُ

“Transferring ownership of an item to be returned in exchange (equivalent to it)”.⁶

The principles and conditions of *qard* agreed upon by the following scholars of Sharia Economic Law are not disputed by 'Telkomsel Paket Darurat program.

1. The object of the contract must be the ownership of the *muqrid*. The package that is the object of the contract is purely a 'Telkomsel product, so the ownership clearly belongs to 'Telkomsel as *muqrid*.
2. The object of the contract must be an item that *misli*. The condition of *misli* is in the condition of pulsa, such as having an equivalent and being able to calculate the quantity and quality.⁷
3. The *muqrid* party must be legally competent. 'Telkomsel is the largest telecommunications company in Indonesia, and its employees and representatives are certainly competent in this regard.
4. *Al-qabd* or possession. When the Paket Darurat is activated, the credit or internet package is directly owned and can be used by the prepaid card user.
5. *Muqrid* is not allowed to benefit from the *qard* transaction. The benefit referred to in this case is additional because additional is usury. No additional benefit is required in the 'Telkomsel Paket Darurat program.⁸

From the explanation above, the 'Telkomsel Paket Darurat program is halal and in accordance with the principles of the *qard* contract.

Islamic Sharia ruled the behavior of the *muqtariq* (borrower) of the Paket Darurat as permissible muamalah behavior in line with the main rules of muamalah:

الْأَصْلُ فِي الْمُعَامَلَةِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلُّ دَلِيلٌ عَلَى تَحْرِيمٍ

"The basic principle of mu'amalah is that it is permissible unless there is evidence to suggest that it is prohibited”.

But the situation is relative, it can turn into haram if the intention is for immorality, for example.

⁶ Yupi Pirdayanti, 'Qardh Dan Rahn Dalam Pandangan Para Fuqaha', *Jurnal Mu'amalah*, 1, 8 (2022), p. 50.

⁷ Isnaini Nurkomariah, 'Konsep Hutang Menurut Ibnu Taimiyah Dan Muhammad Sharif Chaudry' (unpublished skripsi, Institut Agama Islam Negeri Bengkulu, 2015), p. 19.

⁸ Lahmudinur, 'Halal Pembayaran Utang Yang Berlebih Dari Pokok Pinjaman (Konsep Kajian QS. An-Nisa: 86', *Jurnal EKOBIS-DA*, 4, 1 (2023), p. 75 <<http://ojs.iai-darussalam.ac.id/index.php/ekobis/index>>.

As for 'Telkomsel's behavior in the Paket Darurat service in terms of Sharia Economic Law, it is also relatively as stated in the book *Hawasyi 'ala Multaqa alabbiru fi al Fiqh 'al Mazhab al Hanafi*, by Ibrahim bin Muhammad Al-Hanafi, volume 3 regarding loan assets.

اِخْتَلَفَ الْفُقَهَاءُ فِي حُكْمِ الْإِعَارَةِ بَعْدَ اِجْمَاعِهِمْ جَوَازَهُ، فَذَهَبَ الْجُمْهُورُ الْحَنِيفَةُ الْمَالِكِيَّةُ وَالشَّافِعِيَّةُ وَالْحَنَابِلَةُ إِلَى أَنَّ حُكْمَهَا فِي الْأَصْلِ النَّدْبُ.

“Scholars differed regarding the ruling on loans, after they agreed on the permissibility of the law, the majority of scholars from among the Hanafis, Malikiyyah, and Hanbalis, that the original law of loans is *nadb* (recommended)”.

وَقَدْ تَكُونُ حَرَامًا كَإِعْطَائِهَا لِمَنْ تَعِينُهُ عَلَى مَعْصِيَةٍ. وَقَدْ تَكُونُ مَكْرُوهَةً كَإِعْطَائِهَا لِمَنْ تَعِينُهُ عَلَى فِعْلٍ مَكْرُوهٍ

"Sometimes lending something becomes haraam, such as giving someone a loan with which he can commit sin. And sometimes lending becomes makrooh, such as giving a loan to someone with which he can do something that is disliked”.

However, the existing system in Telkomsel does not process what the package will be used for when looking at the activation process of the Paket Darurat. In addition, Telkomsel is a company, not a person. With Telkomsel's ignorance of the package utilization, the law is classified as *mandūb* (recommended).

The ruling regarding the repayment of the package based on sharia law is obligatory.

The phone number that becomes the role of Paket Darurat user when activating Paket Darurat must have no credit balance. This empty credit balance becomes the cause of the phone number expiration if it lasts for 3 consecutive months. As explained earlier, the prepaid card is physically very small and weak, plus the expiration system is vulnerable to eliminating the opportunity to pay off debt.

With these negative potentials, users must understand the consequences of activating the Paket Darurat, so that no negligence occurs, especially since Telkomsel only takes repayment action after the balance is filled. As for when it is not filled, Telkomsel does not take any physical billing action except for a warning via message. This means that when the Paket Darurat is activated, users must immediately try to pay it off before damage occurs to the Telkomsel prepaid number.

Sharia has warned through the following hadith of the Prophet Muhammad saw:

مَنْ طُلِيَ الْغَنِيُّ ظُلْمٌ فَإِذَا أُتْبِعَ أَحَدُكُمْ عَلَى مَلِيٍّ فَلْيَتَّبِعْ

"Delaying payment of a debt for a rich man is an injustice and if one of you has a debt transferred to a rich man, let him follow it".⁹

⁹ Al-Ja'fi, *Sahib Al-Bukhari*.

لِي الْوَاجِدِ يَحِلُّ عَرْضُهُ وَ عَقُوبَتُهُ

“The delay (Payment) made by the capable person justifies the pride and sanctions him”.

So it is clear that someone who has a debt also has an obligation to hasten repayment if he is able to so as not to fall into *ẓālim*.

However, some unavoidable conditions are very likely to occur, such as the user not recharging until the phone number expires due to insufficient wealth, the destruction of the hardware supporting the activation of the phone number and others resulting in the loss of the opportunity to repay the debt.

If the Telkomsel prepaid number has not expired for more than 60 days, there is still a chance to reactivate the number and pay off the pulsa debt, based on the terms of card reactivation. After more than 60 days, the Telkomsel prepaid number is blocked and ready to be recycled, automatically no longer can be reactivated.

The opportunity for debt repayment is said to be lost due to several *overmacht* conditions. Beni Ahmad Saebani mentions in his book *Economic Law and Sharia Law in Indonesia* that one of the theories that discuss *overmacht* is “impossibility” or *onnmogelijkeheid*. The term *overmacht* is used in the world of more serious challenges, while in the case of *Paket Darurat* where the nominal value of the package is only around 10,000 is fairly trivial. However, it should be mentioned so that it can be understood that in this modern era, the impossibility of repaying a debt is a common situation even in large amounts. The impossibility of repayment is based on the following points:

1. The transaction is played by Telkomsel prepaid number and through digital media. Credit is a soft digital communication tool as well as internet packages. This item is only obtained through digital devices. Transactions between Telkomsel and human users can only be done through digital media. So that all package delivery transactions are only through digital media. The user/activator digital media referred to in this case is the Telkomsel prepaid number. The package borrowed from the *Paket Darurat* Service uses the face of the phone number. This means that the repayment process must also use the phone number, not another face because the billing data owned by Telkomsel from the beginning uses the face of the phone number, not the human user.
2. The number cannot be reactivated. After discussing the transaction conditions that can only be done through digital media, the cause of losing the opportunity to pay off the package is because the phone number as the face of the activator of the *Paket Darurat* is expired, and the

phone number cannot be reactivated because the reactivation initiation is after the expiration of 60 days after the number is expired followed by some of the reasons mentioned earlier, such as the number has been blocked and “ready for recycle” for example. Then, any data about the number is deleted by the system.

From the above, the impossibility of repaying the pulsa debt raises issues in Sharia Economic Law. *Qard* agreements essentially involve the right of one party to be fulfilled and the obligation of the other party to repay.

عَنْ أَبِي هُرَيْرَةَ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: نَفْسُ الْمُؤْمِنِ مُعَلَّقَةٌ بِدَيْنِهِ حَتَّى يُقْضَى عَنْهُ

"From Abu Hurairah: The Messenger of Allah swt said: The soul of a believer is held back by a debt until he pays it off".

As described above about Telkomsel reaction toward the situatuion, Regarded from the rules:

إِعْمَالُ الْكَلَامِ أَوْلَى مِنْ إِهْمَالِهِ

"Practicing (enforcing) a sentence (speech) is better than discarding it".¹⁰

Telkomsel's phrase “the debt is considered paid in full” needs to be taken into account in determining the status of the debt in Paket Darurat in this study. The phrase shows the *ijab* of the *ibrā'* contract. *Ibrā'* or debt cancellation is an Islamic Sharia as mentioned in the following verse:

وَإِنْ كَانَ ذُو عُسْرَةٍ فَنَظِرَةٌ إِلَىٰ مَيْسَرَةٍ وَأَنْ تَصَدَّقُوا خَيْرٌ لَّكُمْ إِنْ كُنْتُمْ تَعْلَمُونَ ٢٨٠

"And if (the debtor) is in difficulty, then give him respite until he is able. And giving in charity (some or all of the debt) is better for you, if you know". (Q.S. Al-Baqarah[2]:280)

Sayyid Sabiq himself defines *al-ibrā'* as follows:

هَبَّةٌ عَلَيْهِ مِمَّنْ هُوَ عَلَيْهِ

“Donating a debt to a party to whom the obligation is due for repayment”.¹¹

Al-ibrā' is defined differently by scholars. Some define *ibrā'* with *al-isqaath* (abrogation) and *at-tamlik* (ownership), namely changing the property owed by the creditor to belong to the debtor.

Quoted from the book *Fiqhul Islam wa Adillatuhu* volume 5 as follows:

1. The Hanafiyyah favored the meaning of *al-isqaath* while maintaining the meaning of *at-tamlik*. Indeed, *ibrā'* is the extinguishment of debt and contains the effect of *at-tamlik*.
2. The Malikiyyah are of the view that *ibrā'* means *at-tamlik*, so it can be equated with a grant and the *qabūl* is obligatory like a grant.

¹⁰ Moh Mufid, *Kaidah Fikih Ekonomi Dan Keuangan Kontemporer*, 2nd edn (Kencana, 2021), p. 23.

¹¹ Jamaluddin and Rifqi Awati Zahara, ‘Application of Al-Qabul (Rescheduling) Status in Al-Ibra’ Agreement Fiqh Muamalah Maliyyah’, *Jurnal At-Tammil*, 1, 2 (2019), p. 6.

3. The Shafi'iyah are of the view that *ibrā'* is *at-tamliik*. Therefore, it is stipulated that both parties must know about it. This opinion is based on the *qoul jadid*.
4. The Hanabilah scholars rendered the meaning of *al-isqaath* for *ibrā'*.

In this study, the meaning of *ibrā'* is inclined to the opinion of most scholars because the pulsa in question was canceled by Telkomsel. The *at-tamliik* form is still attached to this *ibrā'*. The debt of the package is transferred to the property of the activator.

The consultant in charge of GraPARI in the practice of *ibrā'* is considered a representative, i.e. a person who is assigned by the company to represent the company in serving its customers. Shafi'iyah scholars are of the opinion that *ibrā'* may be represented. Representation contract in Sharia Economic Law is called *wakalah*. *Wakalah* is permissible based on the Qur'an, Hadith, Ijma', Qiyas.

ISRA (International Sharia Research Academy for Islamic Finance) formulated the opinion of the majority of jurists regarding the *ibrā'* requirement.

1. *Mubri'* is someone who has legal capacity.
2. *Mubri'* must clearly have authority over the execution of *ibrā'*.
3. Consent must be based on voluntariness and not through coercion.

GraPARI consultants are professional individuals and are believed to fulfill all three requirements.

At this point, the *ibrā'* contract has been made clear through the verbal consent of the GraPARI officer, a system that is simultaneous throughout Indonesia, that there is no solution to the repayment of pulsa debts for numbers that have expired and cannot be reactivated. However, some scholars differ on whether or not a *qabūl* is required to validate a *qard* contract.

According to the book of *Kasyaful Qinaa'*, volume 3 and volume 4, the majority of scholars do not make the *qabūl* a pillar except for the Malikiyyah. Once the *ijab* has been executed, the *ibrā'* is valid even if the debtor does not give a *qabul*. In fact, according to the Shafi'iyah and Hanbali scholars, if there is a rejection of *ibrā'*, it does not eliminate the validity of *ibrā'* because the meaning is *al-isqaath*. This is analogous to the forfeiture of the rights of *qishash* and *shuf'ah*.

The Malikiyyah and Hanafiyyah scholars are of the view that *ibrā'* is invalidated by the debtor's refusal. According to the Hanafiyyah, *qabūl* is not required in an *al-ibrā'* contract, but if the debtor rejects it in the presence of the debtor, then the contract is invalidated.

From the above opinions, the strongest opinion is that of the majority of scholars, that the law of debt for Paket Darurat by Telkomsel prepaid numbers for numbers that have expired and cannot be reactivated, is canceled by Telkomsel with a valid *ibrā'* contract.

Conclusion

Telkomsel Paket Darurat activation can be done through MyTelkomsel App, VPN, SMS, and several others. Telkomsel Paket Darurat activation is free of charge. As long as they meet the offer criteria and agree to the terms, users will get a loan for a certain number of packages and then when the user recharges, the pulsa will be deducted automatically to pay off the Paket Darurat bill without any additions.

The package offered can be in the form of pulsa or internet package, and is only valid for Telkomsel prepaid numbers that meet the criteria. The pulsa debt will be paid off when the prepaid number recharges its pulsa balance. If the prepaid number does not make any transactions within 90 days, the number will enter a grace period of 30 days, during which time it still does not make any transactions, the number will expire. When expired, the Telkomsel system provides an opportunity to reactivate the Telkomsel prepaid number for 60 days. After 60 days, the number will be blocked and ready to be recycled. That mechanism and situation is called an expired phone number having a Telkomsel Paket Darurat bill.

When expired status still within 60 days, activator still must pay the debt off. If the activator did not pay the debt off while he able to, it considered as *ẓālim* behaviour. But, when expired status is more than 60 days and the activator trully not able to pay the debt off, Telkomsel stated that the debt in this situation was considered paid off. In Sharia Economic Law, Telkomsel's statement that the debt was "paid off" is the behavior of the ijab of the *ibra'* contract.

In accordance with the review of Sharia Economic Law, the debt status of Telkomsel prepaid number users who expired and are blocked is canceled based on a valid *ibra'* contract.

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