

Digital Lending in Smart Society: Legal and Sharia Perspectives on Consumer Privacy and Ethical Collection Practices

Muhammad Khaeruddin Hamsin^{1,*}, Abdul Halim², and Rizaldy Anggriawan¹

¹Faculty of Law, Universitas Muhammadiyah Yogyakarta, Indonesia

²Faculty of Sharia and Law, Universitas Islam Negeri Sunan Kalijaga, Indonesia

Abstract. The digitalization era has revolutionized Indonesia's financial landscape through rapid advancements in Financial Technology (fintech), guided by regulatory frameworks such as the Financial Services Authority Regulation No. 10 of 2022 and Law No. 27 of 2022 on Personal Data Protection. This research employs a doctrinal legal approach to analyze these regulations' impact on digital lending and examines debt collection mechanisms under POJK No. 10 of 2022 and Islamic law. Emphasizing compliance with regulatory standards, the study underscores the importance of ethical debt collection practices in mitigating risks associated with illicit fintech activities. Furthermore, it explores how these practices contribute to building a smart society by fostering consumer awareness of privacy rights and promoting sustainable digital governance. In Islamic law, debt collection is permissible within defined ethical boundaries derived from the Quran, Hadith, and scholarly interpretations. Actions that deviate from these principles contravene Sharia norms and societal values. This research contributes to understanding the intersection of digitalization, consumer privacy, and ethical standards, crucial for advancing smart society initiatives in Indonesia's evolving fintech sector.

1 Introduction

In the era of globalization and the development of information technology, the financial sector has undergone significant transformation with the emergence of Financial Technology (fintech) and digital lending services (pinjol). Regulations governing fintech, such as Financial Services Authority Regulation (*Peraturan Otoritas Jasa Keuangan* or "POJK") No. 10 of 2022, and the personal data protection mandated by Law No. 27 of 2022 on Personal Data Protection (PDP Law) [1], provide a legal basis for fintech operations. The Financial Services Authority (*Otoritas Jasa Keuangan* or "OJK") plays a supervisory and licensing role, while PDP Law establishes principles for personal data protection in every financial transaction.

The importance of these regulations lies in protecting the privacy rights of consumers using fintech services. Fintech operating in Indonesia must obtain a license from OJK, and

* Corresponding author: khaeruddin@umy.ac.id

when handling personal data of borrowers, must comply with PDP Law provisions, including obtaining explicit consent from the borrower. Privacy violations, such as illegal access to borrower contacts by fintech, can result in legal sanctions under PDP Law, Information and Electronic Transaction (*Informasi dan Transaksi Elektronik* or “ITE”) Law, and other regulations [2]. Therefore, consumer awareness of their privacy rights and caution in interacting with fintech is crucial to avoid the risk of personal data breaches.

Furthermore, the debt collection process by digital lending providers is regulated by Financial Services Authority Regulation (*Peraturan Otoritas Jasa Keuangan* or “POJK”) No. 10 of 2022. This process can be initiated if the fund recipient defaults but must follow the procedures stipulated in the funding agreement. Lending providers must collaborate with legal entities, be licensed, and have certified human resources. This is intended to ensure that debt collection is carried out in accordance with societal norms and legal regulations [3]. Legal fintech provides mechanisms for debt payment restructuring, while illegal fintech tends to use unclear and disruptive collection methods. Borrowers have the right to report such illegal practices to authorities with relevant evidence.

The phenomenon of debt collection through debt collectors, especially those involving borrowers on digital lending platforms, raises concerns as it is often done in a coercive and threatening manner, even towards uninvolved relatives. While debt collection using debt collectors is permissible in Islam, it must adhere to established etiquette and limits [4]. Actions that exceed these limits, including physical and verbal threats and the dissemination of personal data, contradict Sharia principles and human values. Therefore, in debt collection, both financial institutions and borrowers need to consider aspects of justice and avoid excess, in line with religious teachings and human values.

The paper aims to investigate the multifaceted impact of regulatory frameworks, specifically POJK No. 10 of 2022 and the Personal Data Protection (PDP) Law, on the operational dynamics and privacy protection facets within the realm of fintech and digital lending services in Indonesia. This inquiry seeks to analyze and comprehend how these regulations influence the operational procedures and privacy safeguards inherent in the functioning of fintech and digital lending platforms. Furthermore, the research aims to explore the regulatory landscape outlined in POJK No. 10 of 2022 concerning debt collection mechanisms and their consequential effects on the privacy rights of borrowers. This aspect of the study will delve into the intricacies of debt collection processes governed by the mentioned regulation, shedding light on their impact on the privacy rights accorded to individuals within the context of borrowing and debt repayment. In addition, the study endeavors to investigate the Islamic legal perspective on debt collection methods in the fintech and digital lending domain. By examining this dimension, the research aims to provide a comprehensive understanding of how Islamic principles and legal frameworks intersect with contemporary debt collection practices in Indonesia.

This research adopts a doctrinal legal research method with a focus on a legal and conceptual approach. Initially, the study conducts an in-depth analysis of regulations related to fintech and digital lending in Indonesia, such as POJK No. 10 of 2022 and PDP Law. This approach will involve analyzing legal texts, regulations, and relevant policies to understand the impact of these regulations on the operations and privacy protection in fintech and digital lending services. Subsequently, the research examines the debt collection mechanisms regulated by POJK No. 10 of 2022 and their impact on the privacy rights of borrowers. Furthermore, the research investigates the Islamic legal perspective concerning debt collection methods, particularly in the context of fintech and digital lending. Doctrinal analysis refers to Sharia principles related to justice, ethics, and human values in debt collection. Secondary data from Islamic legal literature and relevant fatwas are drawn upon as sources to support arguments. Data obtained from literature reviews, legal analysis, and conceptual understanding are analyzed descriptively. Conclusions and recommendations are

generated based on the findings of this research, contributing to a comprehensive understanding of the regulatory impact, debt collection processes, and Islamic perspectives related to fintech and digital lending in Indonesia.

2 Regulatory Framework and Personal Data Security in Digital Lending Services

The concept of financial technology ("fintech") or, in this case, more commonly known as online loans or digital lending (*pinjaman online* or "pinjol"), can be found in Article 1 paragraph 1 of Financial Services Authority Regulation (POJK) No. 10 of 2022. It defines Technology-Based Joint Funding Services (*Layanan Pendanaan Bersama Berbasis Teknologi Informasi* or "LPBBTI") as the provision of financial services to connect fund providers with fund recipients for conventional or Sharia-based funding directly through electronic systems using the internet. Furthermore, Article 8 paragraph (1) of POJK No. 10 of 2022 stipulates that entities conducting LPBBTI business activities must obtain business permits from the Financial Services Authority ("OJK") [5].

According to Article 1 of PDP Law, Personal data refers to information about an individual that can be identified either on its own or in combination with other information, whether directly or indirectly, through electronic or non-electronic systems [6]. Furthermore, there are two types of personal data based on Article 4 of PDP Law: general personal data and specific personal data. General personal data includes full name, gender, nationality, religion, marital status, and/or combined personal data to identify an individual. Specific personal data includes health information, biometric and genetic data, criminal records, children, personal finances, and/or other data as specified by regulations.

Article 20 paragraph (2) letter a of Law No. 27 of 2022 regarding Personal Data Protection (PDP Law) states that personal data controllers must have a legal basis for processing personal data, one of which is obtaining explicit and valid consent from the personal data subject, in this context, the debtor, to process personal data. To obtain consent for personal data usage, the personal data controller must provide information on the legality of personal data processing, the purpose of processing, types and relevance of personal data to be processed, retention period of documents containing personal data, details of collected information, processing period of personal data, and the rights of the personal data subject [1].

Consent for personal data processing must be obtained in written or recorded form, whether electronically or non-electronically. If the consent includes other purposes, it must be clearly distinguishable, in an understandable and easily accessible format, and use simple and clear language. If the consent is obtained in an unwritten or unrecorded form and does not meet the specified requirements for other purposes, the consent is considered legally invalid [7]. Referring to Regulation of the Minister of Communication and Information Technology (*Peraturan Menteri Komunikasi dan Informatika* or "Permenkominfo") No. 20 of 2016, as fintech providers are also electronic system providers, Article 8 paragraph (1) emphasizes that in obtaining and collecting personal data, electronic system providers must respect the privacy of the data owner over their personal data.

Regarding the legality of debt collectors from fintech or pinjol making phone calls to all contact numbers stored in the debtor's phone and tarnishing the debtor's reputation, Tongam L Tobing, the Chairman of the Investment Alert Task Force (*Satgas Waspada Investasi* or "SWI"), asserts that legal fintech is prohibited from copying all contacts on the phone; only emergency contacts may be contacted [8]. Therefore, the actions of fintech accessing all contact numbers stored in your phone constitute a privacy violation. OJK also explains the risks of borrowing from illegal fintech that is not registered or authorized by OJK, including all lending and borrowing mechanisms performed and user complaints outside OJK's

authority. Risks of debt collection and dissemination of personal data are not the responsibility of OJK.

Concerning legal sanctions, fintech or pinjol, as personal data controllers, should have a legal basis for processing personal data. In the event of a personal data breach, Article 57 paragraph (2) of PDP Law allows fintech or pinjol to face administrative sanctions, including written warnings, temporary cessation of all personal data processing activities, deletion or destruction of personal data, and/or administrative fines [9]. Additionally, fintech or pinjol accessing debtor contacts without authorization may also be subject to Article 30 paragraph (2) jo. Article 46 paragraph (2) of the Electronic Information and Transactions Law No. 11 of 2008 (ITE Law), which penalizes intentional and unauthorized access to computers and/or electronic systems to obtain electronic information and/or electronic documents with imprisonment of up to 7 years and/or a fine of up to Rp700 million. This violation is also emphasized in Article 36 of Permenkominfo No. 20 of 2016, where individuals who obtain, collect, process, analyze, store, display, announce, transmit, and/or disseminate personal data without authorization face administrative sanctions, including oral warnings, written warnings, temporary cessation of activities, and/or announcements on the network site (online website).

3 Legal Norms and Debt Collection Mechanism in Digital Loans

Concerning debt collection by digital lending service providers, these provisions are regulated in Financial Services Authority Regulation (POJK) No. 10 of 2022. In essence, debt collection can be initiated if the fund recipient defaults. Debt collection involves issuing a warning letter within the agreed funding period, containing: the number of days overdue in payment obligations; the remaining total funding or outstanding principal; economic benefits of the funding; and applicable penalties [10].

Furthermore, according to Article 103 paragraph (1) and (3) of POJK No. 10 of 2022, Digital lending service providers can also collaborate with third parties for debt collection, provided that these third parties are legal entities, authorized by relevant authorities, have certified human resources in debt collection from professional certification institutions registered with the Financial Services Authority (OJK), and are not affiliates of the digital lending service provider or fund provider. It is crucial for digital lending service providers to ensure that debt collection complies with societal norms and regulations [11]. Based on the above explanation, debt collection by digital lending services must not violate societal norms and legal regulations as mandated by Article 104 paragraph (1) of POJK No. 10 of 2022. This means that continuous, disruptive, or harassing phone calls during the debt collection process are not acceptable.

The debt collection mechanism in legal digital lending is carried out in good faith and adheres to the provisions of POJK No. 10 of 2022 and related regulations. In case of late payment, there is a mechanism for debt restructuring. On the contrary, illegal digital lending may have unclear debt collection mechanisms and operate in bad faith. For example, continuous contacting or calling to collect debts even before they are due. Furthermore, if the online lender engages in acts of terror, creating fear, terror, and cruelty, involving threats, violent actions, and the like, the lender can be charged under Article 29 of the Information and Electronic Transactions Law in conjunction with Article 45B of Law No. 19 of 2016 [12].

Article 29 of ITE Law states that "Anyone intentionally and without the right sends Electronic Information and/or Electronic Documents containing threats of violence or intimidation directed personally." Furthermore, Article 45B Law No. 19 of 2016 states that "Anyone intentionally and without the right sends Electronic Information and/or Electronic Documents containing threats of violence or intimidation directed personally as referred to

in Article 29 is punishable by imprisonment for a maximum of 4 (four) years and/or a fine of up to Rp. 750,000,000.00 (seven hundred and fifty million rupiahs)."

On this basis, debtors can report acts of terror by online lenders to the police. However, in both legal and illegal digital lending, the relationship between the debtor and the digital lending service provider involves a debtor-creditor relationship [13]. Therefore, the debtor is obligated to pay the debt according to the initial agreement. Debtors can initially contact the online lender and settle the debt through negotiation and mutual understanding. Debtors can negotiate for rescheduling, reconditioning, or restructuring the debt [14]. If the debtor has taken these steps and the online lender continues to harass, the debtor can report the lender to the police, providing evidence such as call history screenshots, chats, and/or recorded conversations.

4 Islamic Law Perspective on Digital Lending Debt Collection: Ethics and Limits

Recently, cases of debt collection through debt collectors have been on the rise, particularly involving individuals with debts on digital lending platforms. Unfortunately, these debt collectors often engage in forceful and threatening debt collection practices. The threats are not only directed towards borrowers but also extend to their relatives, who may be unaware of the debt issues. These debt collectors often threaten to disclose the personal data of borrowers and their relatives [15]. Consequently, what does Islamic law say about debt collection through debt collectors? Is it permissible?

The profession of a debt collector plays a role in debt collection resulting from default cases, such as overdue credit. This profession emerged due to borrowers neglecting their responsibility to repay debts to financial institutions where they sought financing or credit for their business or personal needs. For financial institutions like fintech, the delay in receiving funds from the borrower poses a significant obstacle. To address this, they provide debt collector services [16].

The presence of debt collectors for financial institutions like fintech can be categorized into two types: 1) internal staff or 2) third-party outsourcing [17]. If debt collectors are internal staff, mechanisms providing relief or leniency to indebted borrowers can be considered. This aligns with what is mentioned in Surah Al-Baqarah [2], verse 280, which states, "But if someone is in hardship, then [let there be] postponement until [a time of] ease. But if you give [from your right as] charity, then it is better for you if you only knew."

However, when third-party entities are involved in debt collection, the vision and mission of Sharia-compliant fintech may not carry much weight for them. This is because the performance basis for debt collectors is the *aqd ju'alah* (performance-based fee collection) [18] comparable to the *aqd iqtiradl* (arranging loans) [19]. Imam al-Mawardi and al-Ruyani in the book *Tuhfatu al-Muhtaj Syarah al-Manhaj*, Volume 27, state that part of the *aqd ju'alah* includes someone saying: "arrange a loan of 100, and I will give you 10, or an equivalent fee based on the successfully arranged loan. Such an agreement is considered an *aqd ju'alah*" [20].

Both *aqd iqtiradl* and *aqd ju'alah* are initially permissible, just as the general permissibility of debt collection. Prophet Muhammad SAW himself had debts and was reminded to repay them. In a hadith from Sahih Bukhari, it is narrated: "A man came to the Prophet SAW to demand what was promised to him. The companions got angry with him. The Prophet SAW said, 'Leave him, as the one who is true in his talk is entitled to demand, and give him a camel.' The people said, 'We do not find a camel but of old age.' He said, 'Give it to him.'" (Bukhari, Hadith No. 2215).

This hadith explicitly mentions the permissibility of debt collection. Furthermore, it establishes the famous principle that the best person is the one who fulfills their promises

[21]. However, Sharia explains etiquette in debt collection, indicating that if the debtor is still in distress or facing difficulties, it is advisable to wait until they are granted financial ease. Yet, the ease in debt collection should be met with empathy from the debtor, recognizing that delaying repayment when one has the means is an act of injustice. This aligns with a hadith from Sahih Bukhari, where Prophet Muhammad SAW said: "Delay in repaying a debt by a wealthy person is injustice" [22].

Despite this, there are often complaints about certain actions taken by debt collectors, such as physical and verbal threats towards debtors or the unauthorized dissemination of personal data. If debt collectors engage in such actions, it goes against the principles of Sharia, where the original ruling for *qardl* (debt) is *qardlu hasan* (benevolent loan)[23] for the purpose of mutual assistance (*ta'awun*).[24] Thus, such actions involve *ta'addy* (transgression)[25] and *israf* (excess) [26]. Allah SWT forbids such behavior as stated in Surah Al-A'raf:31, "Indeed, Allah does not like those who commit excess." Furthermore, a hadith from Prophet Muhammad SAW, narrated by Al-Daruquthny, emphasizes that "verily Allah the Almighty has prescribed the obligatory deeds, so do not neglect them; He has set certain limits, so do not go beyond them; He has forbidden certain things, so do not indulge in them; and He has said nothing about certain things, as an act of mercy to you, not out of forgetfulness, so do not go enquiring into these"[27].

5 Conclusion

Financial technology (fintech) and online loans (P2P lending) are subject to regulatory oversight, notably through Financial Services Authority Regulation (POJK) No. 10 of 2022 and Law No. 27 of 2022 on Personal Data Protection (PDP). Fintech entities are mandated to secure a business license from the Financial Services Authority (OJK) and adhere to regulations pertaining to personal data usage, requiring explicit consent from borrowers.

Violations, such as unauthorized access to borrower contacts, can lead to legal repercussions, encompassing administrative fines and imprisonment as per PDP, ITE Law, and Minister of Communication and Informatics Regulation. Consequently, consumers should be vigilant about their privacy rights when dealing with fintech to mitigate the risks of personal data breaches. Simultaneously, P2P lending collection processes, governed by Financial Services Authority Regulation (POJK) No. 10 of 2022, involve a stringent framework. In case of default by the fund recipient, collection proceedings can be initiated, preceded by a warning letter following the financing agreement terms. P2P lending providers engaged in collection must collaborate with legal entities, possess proper licenses, and employ certified human resources, ensuring adherence to societal norms and legal regulations. Illegitimate fintech platforms may resort to unclear and disruptive collection methods, while legal platforms offer mechanisms for debt repayment restructuring. Regardless, borrowers retain the right to report any harassment to the police with relevant evidence.

In Islamic law, debt collection using debt collectors is permitted, whether carried out by internal financial institution staff or third parties, with the condition of adhering to proper etiquette and limits. Despite the permissible nature of debt collection, complaints about inappropriate actions by some debt collectors highlight the need for adherence to ethical standards. Physical and verbal threats, as well as unauthorized dissemination of debtor personal data, are inconsistent with Sharia principles, which advocate benevolence and mutual assistance (*ta'awun*). Such actions constitute transgressions and excess (*ta'addy* and *israf*), explicitly prohibited by Allah as stated in Surah Al-A'raf:31. The hadiths from Prophet Muhammad SAW also emphasize the importance of recognizing established obligations and limits, cautioning against ignorance or exceeding these boundaries. In the pursuit of debt

collection, it is crucial for practitioners to adhere to ethical guidelines set by Sharia to ensure justice, empathy, and respect for the principles of mutual assistance.

References

1. I. G. N. P. Widiatedja and N. Mishra, Establishing an independent data protection authority in Indonesia: a future-forward perspective. *Int. Rev. Law, Comput. Technol.* **37**, 252 (2023). <https://doi.org/10.1080/13600869.2022.2155793>
2. A. S. Sudarwanto and D. B. B. Kharisma, Comparative study of personal data protection regulations in Indonesia, Hong Kong and Malaysia. *J. Financ. Crime.* **29**, 1443 (2022). <https://doi.org/10.1108/JFC-09-2021-0193>
3. I. Priskarini, P. Pranoto, and K. Tejomurti, The Role of The Financial Services Authority in The Legal Protection of Privacy Rights in Connection with Personal Data of Fintech Lending Debtor in Indonesia. *Padjadjaran J. Ilmu Huk. (Journal Law).* **6**, 556 (2019). <https://doi.org/10.22304/pijh.v6n3.a7>
4. A. A. Razman and Y. H. M. Safian, Current Practice of Debt Recovery Methods In Islamic Banks In Malaysia. *Al-Qanatir Int. J. Islam. Stud.* **13**, 93 (2019).
5. B. Kharisma, A. Nurmandi, I. Muallidin, D. Kurniawan, and M. J. Loilatu, The Role of the Financial Services Authority (OJK) in Preventing Illegal Fintech Landing in the COVID-19 Pandemic in Indonesia, in *International Conference on Human-Computer Interaction*, Cham: Springer International Publishing, (2022), 568. https://doi.org/10.1007/978-3-031-05061-9_40
6. S. D. Rosadi, A. Noviandika, R. Walters, and F. R. Aisy, Indonesia's personal data protection bill, 2020: does it meet the needs of the new digital economy?. *Int. Rev. Law, Comput. Technol.* **37**, 78 (2023). <https://doi.org/10.1080/13600869.2022.2114660>
7. C. Bartolini and L. Siry, The right to be forgotten in the light of the consent of the data subject. *Comput. Law Secur. Rev.* **32**, 218 (2016). <https://doi.org/10.1016/j.clsr.2016.01.005>
8. I. Nasyiah, Potential Criminal Action in Shadow Banking Practice, in *International Conference on Engineering, Technology and Social Science*, Atlantis Press, (2021), 128. <https://doi.org/10.2991/assehr.k.210421.020>
9. A. Admiral and M. A. Pauck, Unveiling the Dark Side of Fintech: Challenges and Breaches in Protecting User Data in Indonesia's Online Loan Services. *Lex Sci. Law Rev.* **7**, 995 (2023). <https://doi.org/10.15294/lesrev.v7i2.77881>
10. S. Johan, Financial Technology Company's Debt Collection Method: A Legal Aspect. *Unnes Law J.* **8**, 1 (2022). <https://doi.org/10.15294/ulj.v7i1.52173>
11. D. Tan, Demystifying the proliferation of online peer-to-peer lending in Indonesia: Decoding fintech as a regulatory challenge. *Asian J. Law Soc.* **10**, 376 (2023), <https://doi.org/10.1017/als.2022.21>
12. T. Hidajat, Unethical practices peer-to-peer lending in Indonesia. *J. Financ. Crime.* **27**, 274 (2019). <https://doi.org/10.1108/JFC-02-2019-0028>
13. A. Triggs, F. Kacaribu, and J. Wang, Risks, Resilience, and Reforms: Indonesia's Financial System in 2019. *Bull. Indones. Econ. Stud.* **55**, 1 (2019). <https://doi.org/10.1080/00074918.2019.1592644>
14. D. N. Musjtari, F. S. R. Roro, and R. Setyowati, Islamic P2P Lending as an Alternative Solution for the Unfair Conventional Platform in Indonesia. *UUM J. Leg. Stud.* **13**, (2022). <https://doi.org/10.32890/uumjls2022.13.1.2>
15. M. F. Herdiansyah and K. K. Himawan, Escaping the 'devil's trap': Exploring the role of online social support for fintech lending's over-indebted Indonesian customers. *Int. Soc. Sci. J.* **72**, 769 (2022). <https://doi.org/10.1111/issj.12348>
16. S. Yuniarti and A. Rasyid, Consumer Protection in Lending Fintech Transaction in

- Indonesia: Opportunities and Challenges. *J. Phys. Conf. Ser.* **1477**, 052016 (2020). <https://doi.org/10.1088/1742-6596/1477/5/052016>
17. G. Firanda, P. Prananingtyas, and S. Lestari, Debt Collection of Financial Technology Lending, in Proceedings of the 1st International Conference on Science and Technology in Administration and Management Information, ICSTIAMI 2019, July 17-18 2019, Jakarta, Indonesia, EAI, (2021). <https://doi.org/10.4108/eai.17-7-2019.2303007>
 18. M. Ustaoglu, Promise of Reward (Ju'alah), in *The Palgrave Encyclopedia of Islamic Finance and Economics*, Cham: Springer International Publishing, (2024), 1. https://doi.org/10.1007/978-3-030-93703-4_369-1
 19. A. M. R. Aderemi and M. S. I. Ishak, Qard Hasan as a feasible Islamic financial instrument for crowdfunding: its potential and possible application for financing micro-enterprises in Malaysia. *Qual. Res. Financ. Mark.* **15**, 58 (2023). <https://doi.org/10.1108/QRFM-08-2021-0145>
 20. I. H. Al-Haitami, *Tuhfatu al-Muhtaj Syarah al-Manhaj*. Cairo: al-Maktabah al-Tijariyah al-Kubra, (1983).
 21. M. S. Islam and S. Samsudin, Interpretations of Al-amanah Among Muslim Scholars and Its Role in Establishing Peace in Society. *Soc. Change.* **48**, 437 (2018). <https://doi.org/10.1177/0049085718781689>
 22. T. Azid and A. Alfalih, Debt, Credit and Islamic Epistemology. *Al Qasimia Univ. J. Islam. Econ.* **3**, 91 (2023). <https://doi.org/10.52747/aqujie.3.2.276>
 23. Z. Iqbal and B. Shafiq, Islamic finance and the role of Qard-al-Hassan (Benevolent Loans) in enhancing inclusion: a case study of Akhuwat. *ACRN Oxford J. Financ. Risk Perspect.* **4**, 23 (2015).
 24. C. Modan and R. Hassan, The possible inclusion of legal provisions in Islamic banking and finance. *Int. J. Law Manag.* **60**, 662 (2018). <https://doi.org/10.1108/IJLMA-10-2016-0097>
 25. A. Basir bin Mohamad, Islamic tort law. in *Comparative Tort Law*, Edward Elgar Publishing, (2021). <https://doi.org/10.4337/9781789905984.00030>
 26. Z. Muttaqin, The nature of excessive behavior (israf) in the Islamic economic framework. *J. Bus. Econ. Rev.* **4**, 49 (2019).
 27. J. A. Badi, *Sharh Arba'een an Nawawi: Commentary of Forty Hadiths of an Nawawi*. Kuala Lumpur: Kuliyah of ICT IIUM, (2002).