

## ***Hawalah* in The Digital Age: The Role of Agents in Facilitating Modern Islamic Financial Transactions**

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**Abstract.** *This research emphasizes the significance of hawalah in Islamic financial transactions in digital era driven by Islamic fintech. As technological advancements transform financial systems, hawalah remains crucial for facilitating Sharia-compliant international money transfers. This study examines the role of agents in ensuring Sharia compliance in digital hawalah transactions and explores the challenges and opportunities in its implementation. Using a qualitative approach, data were collected from financial agents, users, and regulators, with thematic analysis identifying key patterns. This research concluded that agents play a vital role in maintaining Sharia compliance and enhancing the efficiency of hawalah transactions in digital era. Regulatory challenges and shifts in consumer behavior pose significant hurdles. This study contribute to the formulation of policies and innovations in Islamic financial services.*

**Keywords:** *hawalah digital; islamic financial agents; sharia compliance; financial transactions; technological innovation*

**Abstrak.** *Penelitian ini mengkaji signifikansi hawalah dalam transaksi keuangan syariah di era digital yang didorong oleh fintech syariah. Ketika kemajuan teknologi mengubah sistem keuangan, hawalah tetap penting dalam memfasilitasi transfer uang internasional yang sesuai dengan syariah. Studi ini menganalisis peran agen dalam memastikan kepatuhan syariah dalam transaksi hawalah digital dan mengeksplorasi tantangan dan peluang dalam penerapannya. Dengan menggunakan pendekatan kualitatif, data dikumpulkan dari agen keuangan, pengguna, dan regulator, dengan analisis tematik yang mengidentifikasi pola-pola utama. Penelitian menyimpulkan bahwa agen memainkan peran penting dalam menjaga kepatuhan syariah dan meningkatkan efisiensi transaksi hawalah di era digital. Namun, tantangan peraturan dan perubahan perilaku konsumen menimbulkan hambatan yang signifikan. Penelitian ini berkontribusi pada perumusan kebijakan dan inovasi dalam layanan keuangan syariah.*

**Kata kunci:** *hawalah digital; agen keuangan syariah; kepatuhan syariah; transaksi keuangan; inovasi teknologi*

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## Introduction

Islam provides comprehensive guidance for all aspects of human life without exception. It regulates both the relationship between human beings and nature, as well as relationships among human beings themselves. Humans constantly depend on one another to fulfill their needs. As social beings, they cannot live in isolation. This interdependence also extends to economic activities and transactions, as individuals rely on others in meeting their financial and social needs (Witro, 2021).

Islamic banks have been gaining traction in Indonesia, which has the world's largest Muslim population. Although the share of Islamic banking is small, its growth potential is a challenge and a question that requires investigation. Therefore, it is very important for any Islamic bank to ensure that its operations continue to run within the limits of Sharia law (Harahap & Sudiarti, 2022). The needs of modern industry that continues to grow make the study of fiqh to grow as well. The fiqh approach is no longer just legitimizing Islamic law in black and white, but fiqh must also be adaptive and provide solutions to contemporary problems (Aziziy, 2018).

Some Islamic banking contracts are widely used both for savings, trading and investment products such as in the form of financing in the form of fees plus sales (*murabaha*), credit sales (*bay bithaman ajil*), rent (*Ijarah*), partnership (*mudharabah* and *musyarakah*) and some forward contracts (*Salam* and *Istisna*). In addition, there are interest-free loans for the poor, farmers and students in need called *Qard al-Hasan* or benevolent loans (Harahap & Sudiarti, 2022). Islamic banking also provides various forms of transactions, one of which is in the field of service or *fee based service*. Service contracts, namely *wakalah*, *kafalah* and *hawalah*, are commonly used contracts in Islamic banking in Indonesia. From the services provide, banks earn income in the form of fee-based income services derived from costs intended to facilitate the implementation of transactions or financing (Cahyani, 2018).

In an effort to gain profits and accelerate capital turnover, companies or business people facilitate the production of goods whose ultimate goal is to increase community economic growth. When a business person or company is unable to pay as a whole from the agreed transaction price, it is not uncommon for another alternative to be used is debt. In debt receivables are known as *hawalah*. *Hawalah* is the transfer of obligation to pay a debt from the burden of the first party to another party who owes the first party, based on mutual trust (Nurhidayat & Saputra, 2023). As has been implemented in the Islamic banking system, *hawalah* can act as a contract that can be used between individuals and groups to resolve

debt problems. In many verses both in the Qur'an and the hadist, Islam pays great attention to the economic condition of its people, even scholars pay more attention to the economy of the people (Witro, 2021).

In the modern context, especially with the advancement of digital technology, *the hawalah mechanism* is often utilized in the Islamic finance sector to facilitate payments and transfer money from anywhere and buy goods anywhere using a smartphone. Therefore, consumers themselves will determine whether they want to use cash as payment or use an electronic wallet (Amirul, 2023).

Electronic wallets have developed rapidly alongside the growth of e-commerce and online marketplaces in Indonesia, such as Shopee, Tokopedia, and Bukalapak. Payments for products and services can now be made anytime and anywhere using smartphones, simply by topping up balances in electronic wallets. Each e-commerce platform provides its own digital payment facility, including ShopeePay, GoPay, DANA, OVO, LinkAja, and Jenius. In addition, banks have launched their own electronic wallet platforms and collaborated with specific e-commerce providers, enabling users to conduct payment transactions seamlessly, in some cases without additional transaction fees. (Bimo, 2021). In this case, the role of an agent in this digital era is not only limited to overseeing transactions, but also as a facilitator who connects between transaction parties, both domestically and internationally.

In the digital age, there are several phenomena related to this, namely many companies that offer products and services that facilitate financial transactions, including hawalah services. This is supported by data from the Financial Services Authority (OJK) which shows a significant growth in the number of Sharia fintech companies, with more than 80% of the total fintech companies in Indonesia currently focusing on Sharia products. In this digital age, financial services have widely adopted digital technology by changing the way transactions are processed more quickly and efficiently. For example, many agents are now using QR codes and mobile apps to conduct hawalah transactions, allowing users to make money transfers with just a few taps on their phones. This not only speeds up the transaction process, but also increases transparency. In the digital transformation era, Islamic finance in Indonesia encounters significant challenges in adapting to technological advancements (Harahap & Sudiarti, 2022). One prominent innovation is the application of hawalah in digital transactions, increasingly utilized through fintech platforms. However, despite the considerable benefits of digitalization, current regulations have not entirely addressed the specific requirements of Sharia contracts like hawalah (Nurazizah, 2021)

Article 19 of Law No. 21 of 2008 on Islamic Banking provides the legal framework for hawalah in Indonesia, yet its application in the fintech context lacks detailed guidelines. This results in a gap between Sharia principles and digital practices, particularly in ensuring contract validity, the voluntary consent of the parties involved, and transaction transparency. Furthermore, existing regulations fail to explicitly regulate the role of digital agents in ensuring Sharia compliance, especially in the face of technologies such as blockchain and QR codes (Adillah & Umam, 2023).

This gap underscores the necessity of comprehensive research to examine how regulations can facilitate the implementation of Sharia contracts in fintech, particularly hawalah. By addressing these regulatory challenges, this study aims to contribute to aligning modern technologies with the principles of Islamic finance. Several regulatory gaps can be identified in the current framework. These include the absence of specific provisions governing the implementation of hawalah contracts within fintech platforms, as existing regulations primarily address general digital payment mechanisms without detailing Sharia contractual requirements. Additionally, regulations do not clearly define the Sharia compliance responsibilities of digital agents involved in hawalah transactions, thereby creating ambiguity in accountability mechanisms.

This study aims to analyze the role of agents in facilitating hawalah transactions in the digital age, focusing on how Islamic financial agents can ensure sharia compliance in digital transactions. In addition, to identify the most appropriate model to be adopted in modern Islamic financial transactions. This study is expected to contribute to the development of policies related to the role of agents in hawalah in this digital era and encourage innovation in Islamic financial services that are more inclusive and in accordance with current technological developments. With the growing number of agents involved in Sharia digital financial transactions, this study is also expected to provide practical insights for Sharia financial practitioners on how to utilize agents to improve transaction efficiency and security.

Despite the rapid growth of Sharia-based fintech and the increasing use of digital payment platforms such as Shopee, DANA, OVO, and Jenius, the regulatory framework governing Islamic financial transactions in Indonesia remains insufficiently comprehensive in addressing the specific characteristics of Sharia contracts such as hawalah. Existing regulations primarily focus on general digital payment systems, consumer protection, and financial technology supervision. However, they do not explicitly regulate the operationalization of hawalah within

digital platforms, including its contractual pillars (*arkan*), legal requirements, fee structures (*ujrah*), and the transformation of classical debt-transfer mechanisms into algorithm-based systems. This absence of detailed provisions creates legal uncertainty regarding the Sharia validity of digital hawalab practices.

Furthermore, there is a lack of clear regulatory standards defining the Sharia compliance responsibilities of digital agents and platform providers involved in facilitating hawalab transactions. While supervisory authorities regulate fintech operations from a prudential and technological perspective, the integration between national financial regulations and Sharia governance frameworks remains fragmented. The absence of harmonized guidelines concerning digital contract formation, agent accountability, Sharia audit mechanisms, and dispute resolution procedures generates ambiguity in implementation. Consequently, this regulatory gap poses significant challenges in aligning contemporary fintech innovations with the substantive principles of Islamic finance, thereby necessitating systematic academic inquiry.

The urgency of this study lies in two main aspects. First, the rapid development of financial technology demands not only the adaptation of traditional Sharia concepts into the modern digital financial ecosystem, but also the establishment of a coherent regulatory framework capable of accommodating such transformation. Second, although hawalab has been widely recognized in Fiqh literature, empirical studies examining its digital implementation—particularly in relation to regulatory challenges and the role of agents as transaction liaisons—remain very limited. Through this study, it is expected to identify a more effective and efficient model for managing digital-based Islamic financial transactions while ensuring Sharia compliance within existing regulatory structures.

## Methods

This study employs a qualitative approach with descriptive analysis to deeply understand the concept of *hawalab* in Islamic financial transactions. This approach aims to explore the role of agents in facilitating *hawalab* transactions in the digital era, particularly focusing on how agents ensure Sharia compliance in digital transactions. The research conducts a comprehensive literature analysis. The sources utilized include scholarly journals, textbooks, as well as fatwas from Islamic financial regulatory authorities. This analysis aids in understanding the definition, legal foundation, types, pillars and conditions, as well as the concept of agents and the characteristics of agency.

## Literature Review

### Hawalah

#### *The Defense Of Hawalah*

In muamalah, the transfer of debt is better known as *Al-hawalah*. In the language of *hawalah* (حوالة) comes from the basic word in *fi'il madhi: haala-yahuulu-haulan* (حال يحول حولاً) which in general means to move or change. It is said in the Arabic expression meaning: "*Tahawwala min makanihi*" which means to move from its original place according to the terms of scholars different editors when defining the term *hawalah*. (5891 الزحيلي, (Adnan, 2022, ).

Literally means transfer, removal, discoloration of the skin or carrying something on the shoulders. The transferred object can be debt or receivable. This type of contract is basically a *tabarru'* contract that aims to help each other to reach the blessing of Allah. If the debt is transferred, the *hawalah contract* is a contract for the transfer of debt from one party who owes to another party who is obliged to pay the debt. Transactions like this can occur with mutual trust between the parties to the transaction. (7002 محمد عثمان شبير, (Toyyibi, 2019).

Hanafi scholars define *hawalah* is the transfer of debt from one person to another. However, the Hanafi scholars do not agree on the meaning of the concept of debt transfer. Malikiah scholars define *hawalah* is the transfer of debt from one person to another with the same value and the debtor is free from liability to pay the debt. Shafi'i scholars define *hawalah* is a contract that aims to move a debt, from responsibility (one party) to the responsibility of another party. In the book of *Revelation* Al-Khatib As-Syirbini, Mughni al-Muhtaj defines *hawalah* is the transfer of debt from the responsibility of *muhil* to the responsibility of *muhil 'alaih*. Some hanabilah scholars give a broader definition of *hawalah* the transfer of rights from the responsibility of *muhil* to the responsibility of *muhil 'alaihi* (Adnan, 2022).

Where as in Sharia terminology, *hawalah* is defined as the transfer of debt obligations from one party to another, so that the party receiving the transfer (the new debtor) becomes fully responsible for paying off the debt to the same creditor. Understanding *hawalah* stipulated by law No. 21 of 2008 is substantially the same as that adopted by the National Sharia Council (DSN) of the Indonesian Ulema Council (MUI) with slight differences in editorial language. The Act removes the word "one" "before the word" party " from the definition of *hawalah* that was ratified by the DSN-MUI. The definition of *hawalah* version of the law is, "debt transfer agreement from the debtor to another party who is obliged to bear or pay"(Toyyibi, 2019).

As for the meaning of *hawalah* in terminology as has been stated by experts with different expressions according to their respective points of view. Wahbah al-Zuhaili in Paoji Adnan defines *hawalah* as the transfer of obligations to pay debts from the burden of the first party to other parties who owe him on the basis of mutual trust. While in simple terms Imam Taqiyuddin in Paoji Adnan defines *hawalah* is the transfer of debt from one's burden to someone else's burden. Based on the Hadith of the Prophet which reads "delaying payment for those who can afford is tyranny, and if one of you is separated from the rich who can afford then sleep", (Zuhaili, 1985), (Adnan, 2022).

### The Legal Basic of Hawalah

1. Q.S. Al-Baqarah 2: 282

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ

"O you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write [it] between you in justice. Let no scribe refuse to write as Allah has taught him. So let him write and let the one who has the obligation dictate"

2. Hadith

مَظْلُ الْعَنِيِّ ظُلْمٌ. فَإِذَا أَتَبَعَ أَحَدُكُمْ عَلَىٰ مَلِيٍّ فَلْيَتَّبِعْ

"Delaying the payment of debts made by capable people is a crime. So if someone di any of you transfers the right of collection of his receivables (to be punished) to party that a capable party, acceptit" (HR. Bukhari) (الزحيلي, 1985), (Syafi'i, 2001)

3. Positive Law

*Hawalah* is formally recognized within the Indonesian Sharia banking framework under Law No. 21 of 2008 concerning Sharia Banking. Article 19 paragraph (1) explicitly provides that Islamic commercial banks may conduct debt transfer transactions based on a *hawalah* contract or other Sharia-compliant agreements. This provision establishes the normative legal basis for the incorporation of *hawalah* into Islamic banking products, thereby affirming its legitimacy within the national regulatory structure (Januri, 2021).

#### 4. Ijma ' Ulama

The Ijma ' of the scholars explained that the *hawalah* contract has become a consensus among the scholars, among those who explain is (Adnan, 2022):

- a. Ibn Mulaqqin (d. 804 H) Dnature of his book *at-Taudhib Syarh Al - Jami' Al-Sahih* that the case of hawalah has become the agreement of the scholars about his abilities.
- b. Al-Mawardi (d. 450 H) Din his book *al-Hawi al-Kabir*, he explained: the basis of the ability to do *hawalah* is found in the Sunnah and Ijma.
- c. Imam Nawawi (d. 676 H) Din his book *Raudhatu At-Talibin*, he also asserted that *hawalah* is a matter that has been agreed upon about his abilities. **"This is the first time [that] he has done [that] he has done [that] عمجم اهلا"**
- d. Ibn Qudaamah (d. 620 Ah) in his book *Al-Mughni*, he also said that the scholars generally agreed on the ability to *hawalah*.

Then ijma as said by Ibnul Qoyyim maka *hawalah* this is permissible. In fiqh rules also mentioned: "Basically, all forms of muamalah can be done unless there is a proposition that prohibits it"(Andri Rivai, 2020). Scholars from the school of Maliki, Shafi'i and Hanbali added sighat hawalah, contract should be accompanied by the consent of muhil (the one who transfers the debt) with the title, "I transfer my actual debt for you to so and so (meaning: I transfer my obligation to you to pay my debt in so and so, ed."and qabul from muhal (the creditor) with the words," I accept diversion from you."

#### 5. Qiyas

From the perspective of *qiyas* (analogical reasoning), the hawalah contract may be analogized to the *kafalah* contract, as both share a similar '*illah* (effective legal cause), namely the transfer of responsibility or obligation from one party to another (Andri Rivai, 2020).

#### 6. Kaidah Fiqh *Hawalalah* (Andri Rivai, 2020)

- a. Basically, all forms of muamalah can be done unless there is a proposition that prohibits it.
- b. Difficulties can attract easy.
- c. Necessity can occupy an emergency position.

## Pillar and Conditions *Of Hawalah*

### 1. Rukun *Hawalab*

According to the Hanafi school, the pillars of *Hiwa* are only *ijab* (statement of doing *hawalab*) from the First party, and *qabul* (statement of receiving *hawalab*) from the second and third parties. According to the Maliki, Shafi'i, and Hanbali schools of thought, the pillars of *hiwalab* are six (5891 الزحيلي, (Nizaruddin, 2013):

- a. The First party is *muhil* who is a person who is indebted and at the same time berpiutang berpiutang The second party, *muhal* or *muhtal* who is orang berpiutang kepada a creditor to *muhil*.
- b. Third party, *muhal 'alaih* who is the one who owes *muhil* and is obliged to pay the debt to *muhtal*.
- c. There is a debt of the First party on the second party, *muhal bih* which is a debt of *muhil* to *muhtal*.
- d. There is a third party debt to the First party, utang *muhal 'alaih* to *muhil*.
- e. There is *sighat* (statement *hiwalab*). (5891 الزحيلي).

### 2. *Hawalab* conditions

These *hawalab* terms relate to *muhil*, *muhal 'alaih* and *muhal bih* (transferred debt) (5891 الزحيلي) (Nurazizah, 2021).

#### 1. Terms Of *Muhil* (Debt Transferor)

- a. Ability to perform akad (contract). It can only be possessed if it is intelligent and puberty. *Hiwalab* is not legally performed by insane people and children because they are unable or cannot yet be viewed as legally responsible persons.
- b. The Mutilation. This is due to the fact that *hiwalab* contains the meaning of dispossession of property so that it is not valid if it is forced. Ibn Kamal said in al Idah that the debt transferor's willingness condition 8 is required when a claim occurs.

The majority of scholars of Shafi'i, Hanafi and Maliki argue that the willingness of *Muhil* is obligatory in the contract of *hiwalab*, because the debt that is transferred is his right, it cannot be transferred from one person to another without it. Other scholars say it does not require *muhil* to accept *hiwalab* because *muhal 'alaih* in different

conditions there are those who easily pay and those who delay payment. If he is able to pay his debts quickly and easily, then he is obliged to accept *hiwalah*. However, if *muhil 'alaiih* is a impoverished person and likes to procrastinate paying his debts, all scholars argue that *muhil* is not obliged to accept *hiwalah* (Nurazizah, 2021).

c. The burden of *muhil* after *hiwalah*

When the soul is legitimate, the responsibility of *muhil* falls by itself. If *muhil 'alaiih* went bankrupt or denied *hiwalah* or died, then *muhil* should not come again to *muhil*, this is the opinion of the majority of scholars. According to the Maliki school of law, if *muhil* has deceived *muhil*, it turns out that *muhil 'alaiih* is poor people who do not have anything to pay, then *muhil* may return to *muhil*. According to Malik, a person who separates a debt to another person, then *muhil 'alaiih* goes bankrupt or dies and he has not paid the obligation, then *muhil* should not return to *muhil* (Nurazizah, 2021).

2. Terms of *Muhil* (person who owes money to *muhil/muhtal*)

- a. He must have the ability to execute the contract. This is the same as the conditions that must be met by *Muhil*
- b. Willingness of *Muhil* because it is not valid if it is forced
- c. Acceptance of the offer shall take place at the aqad council. This is the condition for making aqd.

3. Terms of *Muhil Alaiih* (recipient transfer debt)

- a. Intellect and puberty.
- b. Willingness. If there are elements of coercion in the acceptance of debt transfer, aqadnya invalid Maliki scholars do not require the willingness of the recipient *hiwalah*
3. Acceptance must be made in the aqd council. According to Abu Hanifah, this third condition is the condition of being ordained.

4. Terms of *Muhil bih* (debt)

- a. It shall be the debt incurred on the creditor da debt transferor. If it is not debt, its aqd position becomes representative. The implication is that *hiwalah* in the form of goods is not valid, because he is not sickle in the dependents.
- b. The debt must be in the form of ordinary debt. An unusual debt is not legally transferred, such as a reward payment that must be paid

by a *makatab* slave (a slave who is allowed to redeem himself for payment), because his debt cannot be considered a common debt. Simply put, any debt that is not valid for security purposes, it is not valid also to be transferred (Nurazizah, 2021).

### All Kinds of *Hawalah*

The Hanafi school divides *hawalah* into several parts. In terms of objects, it can be divided into two (الزحيلي, 5891), (Toyyibi, 2019):

If what is transferred is the right to claim a debt, then the transfer called *hiwalah al- haqq* (transfer of rights).

If what is transferred is an obligation to pay a debt, then the transfer called *hiwalah al-dain* (transfer of debt).

From the other side, *hawalah* also divided into two:

1. Transfer in lieu of payment of debt of the first party to the second party called *hiwalah al-muqoyyadah* (حِوَالَةٌ مُقَيَّدَةٌ) or conditional transfer . For example: A owes B Rp.5.000.000, - while B also owed to C of Rp.5.000.000,-. B then transfers or transfers his right to claim his receivables which are at C, to A in lieu of the payment of B's debt to A. Thus *hiwalah al-muqayyadah*, on the one hand is *hiwalah al-haqq*, for transferring the right to sue his claim from C to A. While on the other hand, as well as being a *hiwalah al-dain*, because B transfers to A, it becomes C's obligation to A (Nugraheni, 2017).
2. Unconfirmed transfer of debt in lieu of the first party's debt payment to the second party called *hiwalah al-mutlaqoh* or absolut transfer. For example: a owes B Rp.5.000.000,-. A transfers its debt to C so that C is obliged to pay a debt to B without mentioning, that the transfer of the debt is as compensation for the renewal of C's debt to A. Thus, *hiwalah al- mutlaqoh* only contains *hiwalah al-dain* only, because what is transferred, only A's debt to B becomes C's debt to B (Nugraheni, 2017).

## Agent

### *Understanding The Agent*

Agents constitute a professional field that generally lacks standardized and uniform regulations across different jurisdictions. This absence of harmonized rules often leads to varying interpretations regarding the scope, authority, and legal status of agents, both in regulatory frameworks and in scholarly discourse. Etymologically,

the term “agent” derives from the Latin word *ago*, meaning “to act,” as well as *agere* and *agens* (agentis), which refer to a doer or one who exercises power or authority. In legal theory, the Restatement (Second) of Agency, Article 2D paragraph (1), defines an agency relationship as “the fiduciary relation which results from the manifestation of consent by one person to another that the other shall act on his behalf and subject to his control, and consent by the other so to act.” (Tohir, 2002).

This definition focuses more on the form of agency relationships, namely that agency is a form of transfer of authority based on trust (*fiduciary*). Meanwhile, Redmond gives the definition of an agent as: *a. person employed to bring his principal into contractual relations with third parties. Agent does not contract on his own behalf, he does not need to possess full contractual capacity*. From this understanding it is seen that the agent has an obligation to be able to bring its principles into a contractual relationship with a third party (Tohir, 2002).

Agency theory deals with the relationship of a contract between a principal and an agent. The principal (the person in charge or the owner of the capital) gives orders to the agent (the person in charge) to carry out a job or service on behalf of the principal, then a principal will authorize the agent to make the best decision for the principal. Differences in the positions, duties and interests of commanders and agents led to conflicts of interest and mutual influence of each. This separation of functions will trigger decision makers (agents) to ignore the risk burden of any business policy taken. Because all risks will be borne by the owner of the capital (principal). This can trigger the emergence of conflicts based on selfishness against their own interests to become the subject of agency theory (Fauzan, 2020).

Even according to the theory of agency arises from the existence of two parties or two individuals in an organization that have conflicting interests, where both individuals aim to maximize their respective satisfaction levels. This leads to the emergence of asymmetric information, meaning a situation where some parties involved in a business transaction have more information than other parties. According to Fred Weston, it is difficult to believe in the agency theory which states that management (agents) will always act in the interest of shareholders (principals) so that shareholder capital control is needed (Adillah & Umam, 2023).

### **Characteristics of The Agency Theory**

In the agency theory above, several characteristics can be found, among others, the principal and agent are assumed to act rationally, both aimed at maximizing utility or personal interests and in general as if they maximize each

other's profits (*principal agent*) and there is no cooperative behavior of the group. The consequences of all that arise agency costs (*agency costs*). *Principal* and agent act rationally the point is that it is a common thing if *the principal* acts to gain profit from every Rupiah he invests by maximizing the monitoring of every action taken by the agent (Achmad Uzaimi, 2017).

In other words, it cannot tolerate the slightest mistake made by an agent that causes investment losses. Otherwise the agent will not do the actual best he has to provide benefits to *the principal*. But what he does is nothing more than how he can also benefit greatly from the sacrifices that are sober (*risk and work averse*). This theory of distrust of each other is recognized as the usual behavior in doing business. Cooperative behavior (mutual benefit without coercion) will be inconsistent. This whole ultimately directs (*drives*) each party to add work instruments in order to be more convincing that the contract agreement is not harmful. In other words the mutual trust contract was created for mutual distrust (Achmad Uzaimi, 2017).

## Research Results

The development of increasingly sophisticated technology makes it easier for consumers to make purchases. If in the past consumers had to come directly to the store, now they do not need to come to the store. Smartphone and internet connection make consumers get what they want. Consumers use *electronic wallets* as a means of payment. Consumers are able to transfer money from anywhere and buy goods anywhere using a smartphone. Consumers also do not need to carry large amounts of money in order to reduce the risk of crime. However, living in Indonesia with some limited technological tools and diverse needs makes some cities/regions still unable to use this advanced technology. All non-virtual outlets still use cash payment as the main means of payment. Therefore, the consumer himself will determine whether he wants to use cash as a payment or use *the electronic wallet* (Yanti & Isnaeni, 2022).

*Electronic wallet* have developed along with the emergence of e-commerce dan marketplace in Indonesia such as Shopee, Tokopedia, and Bukalapak. Payment tools for products/services that consumers want to buy can be done anywhere and anytime using smart phones, only by *top - up* balances from electronic wallets. Bank have also opened their electronic wallet platforms and collaborated with certain e-commerce to be able make payment transactions without deductions (Bimo, 2021).

### 1. ShoppePay

Shopeepay is a mobile application that is in the Shopee application that provides online payment and transaction service, the Shopeepay application has 2 types, namely Shopeepay blance and Shopeepay bonus. ShopeePay balance is used for various kinds of payments that have been working with ShopeePay to be faster. ShopeePay Bonus is *loyalty rewards* for tose who make transactions using Shopeepay cash at shopee patner merchant (Wahidin et al., 2021).

ShopeePay demonstrates a similar pattern of *ḥiwālah*. In e-commerce transactions, consumers incur a payment obligation to the seller once a sale contract is concluded. When consumers choose ShopeePay as the payment method, this obligation is automatically transferred to ShopeePay. The seller then receives payment from ShopeePay rather than directly from the consumer. This confirms ShopeePay’s function as the party assuming the payment obligation within a system-based *ḥiwālah* contract.

**Table 1.** *Ḥiwālah* Scheme in ShopeePay

Party	Role in <i>Ḥiwālah</i>
Consumer	Debt transferor ( <i>muḥīl</i> )
ShopeePay	Debt assumer ( <i>muḥāl ‘alaih</i> )
Seller	Payment recipient ( <i>muḥāl lah</i> )
Type of Contract	Restricted <i>ḥiwālah</i> ( <i>ḥiwālah muqayyadah</i> )
Characteristics	Implicit and automated

### 2. Gopay

Gopay is an electronic money or digital wallet in the form of a Gojek balance and can be used to pay for various Gojek services. Starting from transportation services, now the Gojek application has more than 20 services that are solutions for daily challenges. Gojek and Gopay became one of the largest technology platforms serving millions of users in Southeast Asia by developing three Super-apps: for customers, for driver Partners, and also merchant partners (Ichwan, 2020).

In the use of GoPay, for instance through the GoFood service, consumers order food and receive goods or services before making payment. When payment is executed using GoPay, the consumer’s obligation to pay the price of the food is transferred to GoPay. Subsequently, GoPay settles the payment with the merchant in accordance with the agreed settlement mechanism. As a result, the legal relationship

between the consumer and the merchant is terminated, while GoPay assumes the role of the party responsible for fulfilling the payment obligation.

**Table 2.** *Ḥiwālah* Scheme in GoPay

Element of <i>Ḥiwālah</i>	Implementation in GoPay
<i>Muḥil</i>	Consumer (GoPay user)
<i>Muḥāl ‘alaiḥ</i>	GoPay (digital money provider)
<i>Muḥāl lah</i>	Merchant/GoFood partner
Object of <i>Ḥiwālah</i>	Debt for goods or services
Legal Effect	Consumer’s debt is discharged

**c. DANA**

DANA is an Indonesian startup company engaged in financial technology that provides an infra structure that allows Indonesian people to make payments and transactions digitally non-cash, both online and offline can run quickly, practically and remain guaranteed security (Azindhani, 2021).

In practice, once the consumer selects DANA as the payment method and confirms the transaction, DANA assumes responsibility for settling the payment with the electricity service provider or its authorized merchant partner. Consequently, the consumer’s payment obligation is discharged, and the electricity token is issued to the consumer. This process illustrates that DANA functions as the *muḥāl ‘alaiḥ*, namely the party that assumes the transferred debt, while the electricity provider or merchant acts as the *muḥāl lah*, the party entitled to receive payment.

**Table 3.** Elements of *Ḥiwālah* in DANA Electricity Token Transactions

Element of <i>Ḥiwālah</i>	Implementation in DANA
<i>Muḥil</i>	Consumer (DANA user)
<i>Muḥāl ‘alaiḥ</i>	DANA (digital payment provider)
<i>Muḥāl lah</i>	Electricity provider / authorized merchant
Object of <i>Ḥiwālah</i>	Debt for electricity token value
Legal Effect	Consumer’s debt is discharged

**d. OVO**

OVO is a digital tool that provides various attractive offers, easy payment methods, and Smart Financial Services. This application also meets various needs

related to cashless dan mobile payment (Silaen and Prabawani, 2019). By using OVO, the transaction process is faster because it is more concerned with the efficiency and effectiveness (Nurjanah, 2020).

A similar *hiwālah* mechanism applies when consumers purchase electricity tokens using **OVO**. Once the consumer initiates the transaction, OVO assumes the obligation to pay the token issuer. The electricity provider receives payment from OVO, while the consumer is released from direct liability.

#### **e. LinkAja**

LinkAja is the only mobile payment application that is a collaboration represented by several state-owned enterprises. LinkAja should be a leader in the FinTech industry but in fact LinkAja has not been able to position its brand in the minds of consumers (Ludmilla Alda et al., 2020).

A similar *hiwālah* mechanism applies using LINKAJA, which is widely used for public service payments, the purchase of electricity tokens likewise reflects a *hiwālah*-based transaction. The consumer transfers the payment obligation to LINKAJA, which then completes the payment to PLN or its payment gateway partner. The consumer is no longer required to interact directly with the electricity provider regarding payment.

#### **f. Jenius**

Jenius is a product produced by Bank BTPN to support its customers in improving the quality of the service sector and its operations in financial transactions. In the Jenius application owned by Bank BTPN, Jenius not only offers internet banking services, but Jenius offers ease of decision making in managing finances (Cipta Hadi & Assegaff, 2022).

As an example, a user purchases a PLN prepaid electricity token using the Jenius digital banking application by debiting their active balance. When the payment is executed, Jenius directly settles the payment with the electricity token provider. The consumer no longer has any outstanding obligation toward the provider, as Jenius has assumed and fulfilled the payment duty. In this context, Jenius functions not merely as a payment agent (*wakalah*), but as a party assuming the obligation, thereby fulfilling the characteristics of *hiwālah*.

**Table 4.** Contractual Role of Jenius in Payments

Aspect	Explanation
Platform Type	Digital banking
Possible Contracts	<i>Wakālah</i> or <i>ḥiwālah</i>
Indicator of Ḥiwālah	Assumption of payment obligation
Legal Consequence	Discharge of consumer's debt

There are several reasons why consumers prefer to use *e-wallets* for every transaction compared to using banks, namely:

1. Convenience is one of the factors that can affect interest in using a digital wallet. The easier a thing is used, the perception in using it will be better.
2. Satisfaction felt by customers can increase the intensity of buying from these customers. With the creation of an optimal level of customer satisfaction, it encourages the creation of loyalty in the minds of satisfied customers. Satisfaction is measured by how well customer expectations are met (Yanti & Isnaeni, 2022).
3. Trust, user trust when transacting using e-wallets compared to cash can be accepted by respondents because e-wallets guarantee that the balance entered into the application will be in accordance with the nominal amount deposited. E-wallets always give notifications after every transaction so that it is recorded how much nominal has been spent. Each balance used by the transaction always corresponds to the amount deducted according to the nominal, and can directly monitor the balance and record transactions (Islamiyah et al., 2020).
4. Transparency and financial reports, e-wallets often provide detailed and transparent financial reports where users can view their transaction history, account balances, and financial summaries. This feature helps users to better monitor and evaluate their finances.
5. Faster transactions, using e-wallets makes transactions faster compared to cash transactions that require the exchange of physical money. Electronic wallets allow transactions by simply scanning a barcode or transfer to a virtual account without the need to be in the same place.
6. Security and protection, e-wallets often offer an additional layer of security to protect users' financial information. Typically by using strong encryption and performing two-factor verification or biometric authentication to secure user accounts. In addition, if a user loses their e-wallet account, they can immediately report and turn off access to their account through a remote

locking feature that helps prevent unauthorized access and potential misuse of funds.

7. Reward and Cashback, many e-wallets offer reward and cashback programs where each time you make a certain payment or transaction by earning reward points or getting a discount or cashback (Suyanto, 2011).

The role of agents in hawalah on digital payment platforms are:

1. Agent as a liaison, on platforms such as ShopeePay, GoPay, DANA, OVO, LinkAja, and Jenius, the agent involved (such as bank partners, merchants, or service provider companies) serves as an intermediary in facilitating financial transactions between the parties to the transaction. For example, when a user uses one of these platforms to pay for goods or services, the agent may be considered an intermediary who transfers payment obligations from the user to the service provider or merchant.
2. Service providers (payment gateway), in this context platforms such as GoPay or OVO can be considered as financial agents that facilitate the transfer of debt obligations (such as paying for products or services) from users to merchants. This concept is similar to hawalah, where the service provider acts as a party that transfers the obligation to pay from the user to the seller through their platform (Fitrah & Aslami, 2022).
3. Facilitators of transferring funds, for example when a borrower requests money from a bank (via credit card or loan), then uses ShopeePay or GoPay to make payments to merchants, this digital platform acts as an intermediary. In this case, they facilitate the transfer of payment obligations from the bank or loan provider to the merchant, given that the user uses the balance from the platform that may be funded by the bank loan (Hariyadi & Triyanto, 2020).
4. Regulations and agreements with agents (banks and service providers), financial agents such as banks (for example Jenius by Bank BTPN) have a role in regulating the transfer of debt obligations in the form of balance transfers or credit utilization. Through this mechanism, the bank or service provider acts as a party facilitating the transfer of funds, similar to the role in hawalah.

As for the application of hawalah on digital payment platforms, namely;

1. Compliance with Sharia regulations, some platforms such as LinkAja Syariah, explicitly use Sharia principles, including the concept of hawalah. They act as agents who ensure that transactions occur in line with Sharia principles,

including the transfer of payment obligations in a lawful manner and in accordance with Sharia provisions.

2. The dual role of the agent, the agent in this platform not only serves as a transaction intermediary, but also in terms of balance management, credit provision, or recurring transaction facilities, all of which are similar to the *hawalab* concept in debt and receivable transactions (Yanti & Isnaeni, 2022).

## Conclusions

This study demonstrates that the implementation of *hawalab* within Indonesia's digital financial ecosystem continues to face significant regulatory gaps. Although *hawalab* has long been recognized in classical fiqh literature and formally accommodated within Islamic banking regulations, its application in fintech and e-commerce platforms such as Shopee, GoPay, OVO, DANA, LinkAja, and Jenius is not yet specifically governed within the digital legal framework. Existing regulations primarily focus on general electronic payment mechanisms without detailing contractual structures, Sharia compliance standards, or the responsibilities of digital agents in *hawalab*-based transactions. Consequently, ambiguity persists in terms of accountability, Sharia supervision, and legal certainty for the parties involved.

The analysis of practical examples further reveals structural differences among these platforms that influence the potential integration of *hawalab*. Marketplace-based platforms integrate digital wallets within closed ecosystems, independent e-wallet providers operate across multiple platforms, and banking-based platforms function under stricter regulatory supervision. These structural distinctions affect contractual clarity, risk allocation, and the position of agents as transaction intermediaries. The findings underscore the necessity of comprehensive regulatory reconstruction to bridge classical *hawalab* theory with contemporary digital financial practices, ensuring that technology-based Islamic financial transactions operate effectively, efficiently, and in full compliance with Sharia principles.

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## References

- Achmad Uzaimi. (2017). Teori Keagenan Dalam Perspektif Islam. *Jurnal Ilmiah Akuntansi Dan Finansial Indonesia*, 1(1), 71–78. <https://doi.org/10.31629/jiafi.v1i1.1240>
- Adillah, E. R., & Umam, K. (2023). Islamisasi Teori Keagenan. (*International Conference on Syariah & Law 2023 (ICONSYAL 2023)*, 2023(November), 260–274.
- Adnan, P. (2022). Akad Hawalah (Fiqh Pengalihan Hutang). *Azmina: Jurnal Perbankan Syariah*, 01(2), 1–35.
- Amirul, Y. (2023). Peran Agen Brilink Dalam Transaksi Perbankan Di Desa Margajaya Kecamatan Metro Kibang. *Institut Agama Islam Negeri (IAIN) Metro*. Institut Agama Islam Negeri (IAIN) Metro.
- Andri Rivai. (2020). Produk Jasa Pada Bank Syariah Dan Aplikasinya. *WARAQAT: Jurnal Ilmu-Ilmu Keislaman*, 5(1), 25. <https://doi.org/10.51590/waraqat.v5i1.101>
- Azindhani, Z. (2021). Penggunaan Aplikasi Dana Sebagai Media Dompot Digital dan Transaksi di Indonesia. *Jurnal Institut Bisnis Dan Teknologi Indonesia*, 1, 1–5.
- Aziziy, M. R. (2018). Tawatu Dalam Kajian Fiqih Dan Konsekuensinya Pada Transaksi Keuangan (Muamalah Maliyah). *Jurnal Istiqro*, 4(1), 68–79. <https://ejournal.iaida.ac.id/index.php/istiqro/article/view/210%0Ahttps://ejournal.iaida.ac.id/index.php/istiqro/article/download/210/195>
- Bimo, W. A. (2021). Penilaian Penggunaan Dompot Digital Saat Pandemi Covid-19. *Moneter: Jurnal Keuangan Dan Perbankan*, 9(2), 37. <https://doi.org/10.32832/moneter.v9i2.5827>
- Cahyani, Y. T. (2018). Konsep Fee Based Services Dalam Perbankan Syariah. *El Barka: Journal of Islamic Economics and Business*, 01(02), 235–250.
- Cipta Hadi, D. S., & Assegaff, S. (2022). Analisis Aplikasi Mobile Banking Jenius Menggunakan Metode Technology Acceptance Model (TAM) Di Kota Jambi. *Jurnal Manajemen Sistem Informasi*, 7(4), 666–677. <https://doi.org/10.33998/jurnalmsi.2022.7.4.691>
- Fauzan, M. (2020). Peranan Agen Dalam Meningkatkan Nasabah Asuransi Syariah Di Pt Asuransi Jiwa Syariah Bumiputera Kantor Pemasaran Asuransi Pematangsiantar. *Jurnal Masharif Al-Syariah: Jurnal Ekonomi Dan ...*, 5(2), 39–47.
- Fitrah, A. T., & Aslami, N. (2022). Peran Agen Dalam Menentukan Perencanaan Pemasaran dan Meningkatkan Minat Nasabah terhadap Produk Asuransi Syariah. *Mimbar Kampus: Jurnal Pendidikan Dan Agama Islam*, 21(1), 25–33. <https://doi.org/10.47467/mk.v21i1.872>

- Harahap, M. A., & Sudiarti, S. (2022). Kontrak Jasa pada Perbankan Syariah: Wakalah, Kafalah dan Hawalah: Tinjauan Fiqh Muamalah Maliyah. *Reslaj; Religion Education Social Laa Riba Journal*, 4(1), 98–117. <https://doi.org/10.47476/reslaj.v4i1.482>
- Hariyadi, E., & Triyanto, A. (2020). Peran Agen Asuransi Syariah Dalam Meningkatkan Pemahaman Masyarakat Tentang Asuransi Syariah. *Jurnal Ekonomi Dan Perbankan Syariah*, 5(1), 19–38. <https://doi.org/10.46899/jeps.v5i1.164>
- Ichwan, A. (2020). Pengaruh Technology Acceptance Model Terhadap Keputusan Muzakki Membayar Zakat Melalui Fintech Gopay. *Jurnal Ilmiah Ekonomi Islam*, 6(2), 129–135. <https://doi.org/10.29040/jiei.v6i2.1011>
- Islamiyah, R. N., Amaliah, I., & Riani, W. (2020). Preferensi Masyarakat Indonesia dalam Melakukan Transaksi Konsumsi dengan E-wallet dan Tunai. *Prosiding Ilmu Ekonomi*, 6(1), 103–107. <http://karyailmiah.unisba.ac.id/index.php/ekonomi/article/view/21480>
- Januri, N. H. (2021). Al-Hiwalah Dan Implementasinya Pada Perbankan Syariah Di Tinjau Dari Kaidah Fiqih. *Syntax Idea*, 3(17), 399–405.
- Ludmilla Alda, N., Wulandari, S., & Aurachman, R. (2020). Perancangan Strategi Positioning Linkaja Berdasarkan Perceptual Mapping Dengan Metode Multidimensional Scaling (Mds) Dan Swot Analysis Planning Strategy of Positioning Linkaja Based on Perceptual Mapping Method With Multidimensional Scaling (Mds) and Swot. *Agustus*, 7(2), 6197.
- Nizaruddin. (2013). Hiwalah Dan Aplikasinya Dalam Lembaga Keuangan Syari'ah. *Adzkiya: Jurnal Hukum Dan Ekonomi Syariah*.
- Nugraheni, D. B. (2017). Analisis Fatwa Dewan Syariah Nasional Tentang Wakalah, Hawalah, Dan Kafalah Dalam Kegiatan Jasa Perusahaan Pembiayaan Syariah. *Jurnal Media Hukum*, 24(2), 124–136. <https://doi.org/10.18196/jmh.2017.0088.124-136>
- Nurazizah, N. E. (2021). Implementasi Akad Hiwalah Dalam Hukum Ekonomi Islam Di Perbankan Syariah. *An-Nisbah: Jurnal Perbankan Syariah*, 2(1), 1–15. <file:///C:/Users/HP/Downloads/3977-Article Text-11507-1-10-20201231.pdf>
- Nurhidayat, W., & Saputra, M. (2023). Implementasi Hiwalah Pada Koperasi Pegawai Negeri Al-Ikhlas Batusangkar. *Jurnal Ekonomi ...*, 08(02), 245–258. <http://www.journal.lppmpelitabangsa.id/index.php/jespb/article/view/886%0Ahttp://www.journal.lppmpelitabangsa.id/index.php/jespb/article/download/886/314>
- Nurjanah, A. (2020). Persepsi Penggunaan OVO Terhadap Minat dan Kepuasan

- Dikalangan Mahasiswa (Studi Kasus Mahasiswa Jawa Barat). *Prisma (Platform Riset Mahasiswa Akuntansi)*, 01, 122–131. <http://www.ojs.stiesia.ac.id/index.php/prisma/article/view/425%0Ahttp://www.ojs.stiesia.ac.id/index.php/prisma/article/download/425/176>
- Silaen, E., & Prabawani, B. (2019). Pengaruh persepsi kemudahan menggunakan e-wallet dan persepsi manfaat serta promosi terhadap minat beli ulang saldo e-wallet Ovo. *Jurnal Ilmu Administrasi Bisnis*, 1–9. <https://ejournal3.undip.ac.id/index.php/jiab/article/view/24834%0Ahttps://ejournal3.undip.ac.id/index.php/jiab/article/viewFile/24834/22182>
- Suyanto. (2011). Mengenal Dompot Digital Di Indonesia. In *Journal of Physics A: Mathematical and Theoretical* (Vol. 44, Issue 8). CV. AA Rizky. <https://doi.org/10.1088/1751-8113/44/8/085201>
- Syafi'i, M. bin I. A. (2001). al umm.pdf. In *Darul Wafa*.
- Tohir, T. (2002). Pengertian dan Kedudukan Agen dalam Suatu Hubungan Hukum (Analisis dalam Hukum Eropa Kontinental, Anglo Saxon, dan Hukum Islam). *Jurnal Hukum IUS QUIA IUSTUM*, 9(19), 124–134. <https://doi.org/10.20885/iustum.vol9.iss19.art9>
- Toyyibi, A. M. (2019). Implementasi Hawalah Pada Pembiayaan Bermasalah Studi Kasus Koperasi Jasa Keuangan Syariah Usaha Gabungan Terpadu Bmt Sidogiri Kcp Omben Tahun Buku 2018. *Profit : Jurnal Kajian Ekonomi Dan Perbankan Syariah*, 3(2), 38–50. <https://doi.org/10.33650/profit.v3i2.871>
- Wahidin, M., Setiyani, L., & Alfredo, A. (2021). Analisis Tingkat Penerimaan Merchant ShopeePay Di Karawang Menggunakan Pendekatan Technology Accetance Model (TAM). *Prosiding Seminar Nasional : Inovasi & Adopsi Teknologi, September*, 226–235.
- Witro, D. (2021). Qaidah Furu' Fi Al-Hiwalah: Sebuah Tinjauan Umum Qaidah Furu' Fi Al-Hiwalah: An Overview. *Qawānīn Journal of Economic Syaria Law*, 05(01), 01–12.
- Yanti, L. R., & Isnaeni, N. (2022). Analisis Faktor-Faktor Penggunaan Dompot Digital (E-Wallet) sebagai Alat Transaksi di Tinjau dari Perspektif Ekonomi Islam. *Journal of Islamic Economic and Finance*, 3(3), 157–167.
- Zuhaili, W. (1985). Al Fiqhul Islam Wa Adillatuhu. In *Darul fikr* (p. 910).
- الزحيلي, و. (5891). الفقه الإسلامي وأدلته لطبعة الخامسة. دار الفكر (pp. 5–869).
- محمد عثمان شبير. (7002). المعاملات المالية المعاصرة في الفقه الاسلامي (p. 391).