ETHICA

International Journal of Humanities and Social Science Studies
Vol. 2, No. 3, 2024
ISSN 2775-2658
https://ejournal.grninstitute.com/index.php/Ethica

Requirements and Classification of Ijma' in Legal Studies

Artifah Tomi Rahmawati [a,1], Hanifa Azdania [a,2], Muhamad Subhi Apriantoro [a,3]

[a1, a2, a3] Universitas Muhammadiyah Surakarta, Pabelan, Kartasura, Surakarta 57169, Indonesia
[1] g100210037@student.ums.ac.id; [2] g100210008@student.ums.ac.id; [3] msa617@ums.ac.id
* Corresponding Author

ARTICLE INFO

Article history
Received Month 12, 2023
Revised Month 01, 2025
Accepted Month 01, 2025

Keywords
Legal Source;
Islam;
Ijma';
Requirements;
Classification.

ABSTRACT

This study delves into the requirements and classifications of *Ijma'* (consensus) in the context of Islamic legal studies. As a source of Islamic law, *Ijma'* has long been a focal point in the development of Islamic jurisprudence. However, clarity regarding the prerequisites for the validity of *Ijma'* and its categorization in various contexts remains a subject requiring further investigation. This research identifies and analyzes the qualifications necessary for *Ijma'* to be considered valid, including the criteria for scholars' consensus, alignment with primary sources of Islamic law, and its relevance to Islamic legal principles. Additionally, the study explores the understanding and application of *Ijma'* classifications within temporal frameworks, social contexts, and modern-day relevance. The study relies directly on texts or data rather than events or empirical data. The researcher engages exclusively with existing sources or data available in libraries. By employing a qualitative research method and a library research approach, this study contributes to a deeper understanding of the requirements and classifications of *Ijma'* in Islamic law, as well as its implications for legal decision-making. The findings of this research aim to enrich the discourse on the role of *Ijma'* as a legitimate and relevant source of law while solidifying its position in legal decision-making. The implications of this study pave the way for further discussions on the dynamics of *Ijma'* in addressing contemporary challenges.

1. Introduction

Islamic law is derived from four main sources: the Qur'an, Hadith, *Ijma'*, and *Qiyas*. Each contributes significantly to the Islamic community. The role of *Ijma'* as a source of Islamic law is particularly vital, with its authority ranked just below the Qur'an and Sunnah. Within the framework of Islamic legal theory (*uṣūl al-fiqh*), *Ijma'* represents the third source of law after the Qur'an and Sunnah. According to the majority of *uṣūl* scholars, *Ijma'* is defined as the consensus of all Muslim *mujtahid* (jurists) on a specific legal ruling pertaining to a particular issue that arises after the death of Prophet Muhammad (PBUH).

From this definition, various issues concerning *Ijma'* have emerged, including the evolution of thought on *Ijma'*, its pillars, evaluation of the conditions required for its validity, classifications of *Ijma'*, and contemporary cases involving *Ijma'* requirements.

Based on these considerations, this research seeks to address the following questions: 1) What are the qualifications for scholars to establish *Ijma'*? 2) How can the conditions for the validity of

Ijma' in Islam be evaluated? 3) How can the classifications of *Ijma'* be understood according to schools of thought and scholarly opinions? 4) What are some contemporary cases involving the requirements of *Ijma'*?

The objectives of this research are as follows: 1) To examine the qualifications of scholars required to establish *Ijma'*. 2) To evaluate the conditions for the validity of *Ijma'* in Islam. 3) To understand the classifications of *Ijma'* based on the opinions of various schools of thought and scholars. 4) To analyze contemporary cases involving *Ijma'*.

To achieve these objectives, this study employs a descriptive-qualitative approach with a library research method. The study of *Ijma'* as a source of Islamic law is crucial because it is directly linked to one of the primary sources of Islamic knowledge and legal derivation after the Qur'an and authentic Hadith. Furthermore, some contemporary academics misinterpret Islamic teachings, leading to ambiguities and deviations from scholarly consensus, even to the extent of legitimizing what is prohibited. Upon closer examination, these issues often stem from a lack of understanding of the concept of *Ijma'* in Islam.

2. Method

This study adopts a qualitative descriptive approach, emphasizing the analysis of descriptive data in the form of written words. The qualitative approach is employed to analyze the requirements and classifications of *Ijma'* in legal studies. Consequently, this analysis focuses on library research, including the reading, examination, and study of books and relevant academic sources[1].

The library research method critically and comprehensively examines relevant literature, such as books and journals, that serve as references[2]. According to Zed, library research encompasses a series of activities, including reading, recording, and processing various types of research material[3].

In this study, the researcher engages directly with texts or data rather than events or other forms of data. The researcher exclusively interacts with pre-existing sources or data available in libraries[4]. Data analysis techniques adapted from Miles and Huberman include data collection, data reduction, and conclusion drawing[5].

3. Results and Discussion

3.1. Authors and Affiliations

Artifah Tomi Rahmawati, Hanifa Azdania

Universitas Muhammadiyah Surakarta, Pabelan, Kartasura, Surakarta 57169, Indonesia.

3.2. The Qualifications of Scholars to Formulate Ijma'

As a source of law, *Ijma'* (consensus) obligates Muslims to adhere to the decisions of the scholars on a particular matter, and its rulings are mandatory. The laws established through *Ijma'* possess definitive authority (*qath'i*), which cannot be overridden or contested by independent legal reasoning (*ijtihad*)[6].

Ijma' becomes particularly significant when addressing issues that are not explicitly covered in the Qur'an and Sunnah. Over time, scholars of *Uṣūl al-Fiqh* have provided explanations about *Ijma'*, establishing principles and requirements for its validity. Mustafa al-Zuhaili, in his book *Al-Wajiz fi Ushul al-Fiqh al-Islami*, outlines seven key conditions for a valid *Ijma'*[7]: First, consistency with the Qur'an, Sunnah, and previous Ijma', *Ijma'* agreed upon by *mujtahid* (jurists) must not contradict the Qur'an, Sunnah, or prior *Ijma'*. It is recognized as the third most authoritative source of Islamic law, following the Qur'an and Sunnah, as it derives its legitimacy from these primary sources. Any *Ijma'* contradicting these sources or previous *Ijma'* is invalid. Second, Grounding in Sharī'ah evidence, the Qur'an and Sunnah must serve as the basis for *Ijma'*. Without a reference to these sources, *mujtahid* cannot reach the level of certainty required for a valid consensus. Scholars differ in their opinions about the foundations of *Ijma'*, but Ibn Hazm asserts that "no *Ijma'* exists except that it is based on

textual evidence (*nas*)." The majority of *uṣūl* scholars maintain that the basis of *Ijma'* consists of definitive (*qath'i*) evidence, namely the Qur'an and Hadith *mutawatir*[8]. Third, the presence of qualified *mujtahid* within a single era, all *mujtahid* involved in *Ijma'* must belong to the same generation and reach a sufficient number, known as *mutawatir*, to ensure the impossibility of collective error or falsehood. Scholars differ on the minimum number required for *mutawatir*, with some suggesting four, five, or ten individuals, while others argue for as many as 40, 50, or even 300 scholars [9]. Fourth, Consensus can only be reached by *imams mujtahid*, agreement that does not involve *imams mujtahid* cannot be classified as *Ijma'*. Such consensus cannot be regarded as valid or used as a source of Islamic law[10]. Fifth, Restricted to Sharī'ah evidence, the majority of scholars hold that *Ijma'* applies solely to Sharī'ah evidence. However, some argue that *Ijma'* can extend to all aspects of life[11]. Six, contemporaneity of *mujtahid*, scholars remain divided over this condition. While all *mujtahid* must reach consensus within the same time frame, some argue that it is unnecessary to wait for the involved scholars to pass away. According to Imam Ahmad bin Hanbal and some *Shafi'i* scholars, the death of the *mujtahid* involved strengthens the authority of *Ijma'*. Seventh, no prior *Ijma'* on the same issue, there must be no pre-existing *Ijma'* regarding the same legal matter.

In addition to the seven conditions above, scholars of *Uṣūl al-Fiqh* also mention other requirements for *Ijma'*, including the following: First, eligibility of participants, only individuals who meet the criteria of *mujtahid* may participate in *Ijma'*[12]. Second, righteous character, participants must possess justice and strong adherence to Islamic principles[13]. Third, avoidance of innovation (*bid'ah*), scholars involved in *Ijma'* must refrain from any sayings or actions associated with *bid'ah*[14].

According to Wahbah al-Zuhaili, the above three conditions are considered *muttafaq* (agreed upon) by the majority of *Uṣūl al-Fiqh* scholars. Meanwhile, other conditions are considered *mukhtalaf* (disputed) by scholars, including[15]: First, the *mujtahid* must be companions of the Prophet Muhammad (peace be upon him). Second, *Ijma' shahabah* (consensus of the companions) is given particular significance). Third, some scholars specify that the *mujtahid* should be from Medina. Fourth, the agreed-upon ruling must remain uncontested until the death of all *mujtahid* who participated in the *Ijma'*. Fourth, there must be no prior *Ijma'* contradicting the ruling.

Thus, *Ijma'* must meet stringent procedural requirements to qualify as a legitimate source of Islamic law. As the third source of Islamic law after the Qur'an and Sunnah, *Ijma'* must be backed by the consensus of qualified *mujtahid* on a particular legal issue.

3.3. Evaluation of the Conditions for the Validity of Ijma' in Islam

Ijma', or consensus, is an Islamic legal source derived from the agreement of scholars or the Muslim community on a legal issue not explicitly addressed in the Qur'an and Sunnah. Evaluating the conditions for the validity of *Ijma'* involves several critical aspects:

Qualifications of Mujtahid, The term *mujtahid* has varied interpretations depending on the scholars, but it commonly refers to a jurist capable of deriving and deducing legal rulings based on Sharī'ah evidence. Contemporary *uṣūl al-fiqh* scholars have outlined the criteria for a *mujtahid* as follows: the individual must be a Muslim, sane, mature, of upright moral character, and capable of deriving legal rulings from the Qur'an and Sunnah[16].

The ability of a *mujtahid* is directly linked to fulfilling the rights of Allah and His Messenger, thus limiting this role to only those who meet specific qualifications[8]. Scholars such as Abu Hamid Al-Ghazali mention two essential criteria for becoming a *mujtahid*: First, knowledge of Sharī'ah laws and related matters, a *mujtahid* must have a deep understanding of Islamic jurisprudence and its associated sciences. *Second, righteousness and Justice, a mujtahid must avoid sin and maintain upright conduct, as personal immorality can compromise their integrity*[17]. In addition, scholars propose several foundational qualifications for a *mujtahid*[18]: First, Proficiency in Arabic, understanding Arabic grammar (*nahwu*), morphology (*ṣarf*), and rhetoric (*balaghah*) is essential for comprehending the structure, wording, and context of legal texts. Second, Comprehensive knowledge of the Qur'an, the *mujtahid* must be familiar with relevant Qur'anic verses and avoid rulings based on abrogated (*mansukh*) texts. Third, Mastery of Hadith (Prophetic Traditions), the *mujtahid* must be

well-versed in authentic Hadith and the legal rulings they convey. Fourth, understanding analogy (*qiyas*), this includes the ability to recognize legal causes (*'illah*) and wisdom (*hikmah*) underlying certain rulings. Fifth, competence in resolving conflicting texts, a *mujtahid* must address apparent contradictions in texts, such as recognizing abrogating and abrogated texts.

Thus, *ijtihad* (independent legal reasoning) requires thorough preparation and deep expertise. These strict qualifications are necessary to ensure that rulings derived through *ijtihad* are credible and reliable.

Foundations of Ijma', many scholars argue that *Ijma'* must be based on definitive (*qath'i*) evidence, such as the Qur'an and Mutawatir Hadith (mass-transmitted traditions). However, it may also rely on *ahad* (non-mutawatir) Hadith and analogy (*qiyas*). For example: the consensus of the Companions on the obligation of ritual bathing (*ghusl*) after marital relations was based on *ahad* Hadith, as agreed upon by the majority (*jumhur*), and the appointment of Abu Bakr as the Prophet's successor was based on analogy (*qiyas*) with the Prophet's leadership.

However, scholars such as those of the Zahiri school, Shia scholars, and Ibn Jarir al-Tabari oppose relying on non-definitive (*zhanni*) evidence like *ahad* Hadith and *qiyas* for *Ijma'*. They argue that results derived from *zhanni* evidence remain speculative and cannot form the basis of definitive consensus (*qath'i*)[19].

Consensus Agreement, For a decision to qualify as *Ijma'*, it must represent the unanimous agreement of all *mujtahid* scholars worldwide, with no dissenting voices. This requirement emphasizes the universal nature of *Ijma'*, transcending differences in nationality, ethnicity, or school of thought[20]. For example: If scholars from Saudi Arabia agree on a ruling, but Indonesian scholars dissent, it cannot be considered *Ijma'*.

According to *uṣūl al-fiqh* scholars, the consensus must relate to Sharī'ah law, particularly *taklifi* rulings (obligatory, recommended, prohibited, disliked, or permissible actions) in both worship and transactions. Scholars such as Al-Ghazali (in *Al-Mustasfa*), Al-Juwayni (in *Al-Waraqat*), and Kamal bin Humam (in *Al-Tahrir*) assert that *Ijma'* concerning historical events, evidence in court, or political decisions does not qualify as valid *Sharī'ah Ijma'*[16].

3.4. Classifications of Ijma' According to Scholars and Schools of Thought

Types of Ijma' Based on Its Formation: First, Ijma' Sharih (Explicit Consensus), this type of *Ijma'* arises when all *mujtahid* express clear and explicit agreement, either verbally or through action[21]. Also referred to as *Ijma' Haqiqi* (real consensus), it is widely accepted as a basis for legal rulings by the majority of scholars[22]. Second, Ijma' Sukuti (Implicit Consensus), this occurs when some *mujtahid* remain silent without expressing approval or rejection of a legal ruling established by others[23]. Also known as *Ijma' I'tibari*, this type of *Ijma'* is considered weaker compared to *Ijma' Sharih* [24]. *Ijma' sukuti* juga disebut dengan *ijma' i'tibary.*

Types of Ijma' Based on Its Certainty: First, Ijma' Qath'i (Definitive Consensus), this refers to *Ijma'* that is absolutely certain and unequivocal, leaving no room for alternative interpretations or rulings[25]. Second, Ijma' Dhanni (Speculative Consensus), this refers to *Ijma'* that is less certain and allows for the possibility of differing rulings or interpretations over time[26].

3.5. Contemporary Cases Involving Ijma'

Consensus on the Prohibition of Bank Interest,

Yusuf al-Qaradhawi asserts that there has been a unanimous agreement (*ijma'*) among scholars, institutions, and conferences since 1965 declaring bank interest (*fa'wa'id al-bunuk*) as a form of usury (*riba*), which is unequivocally prohibited in Islam[27]. The consensus has been established since 1965 and continues to the present day[28]. This consensus has been endorsed by three prominent international institutions: First, the Institute of Islamic Research, Al-Azhar University, Egypt. Second, the Fiqh Council of the Muslim World League (*Rabithah 'Alam Islami*), Mecca. Third, the International Islamic Fiqh Academy, Organization of Islamic Cooperation (OIC), Jeddah[29]. The three institutions are: (1) the Institute of Islamic Research at Al-Azhar University, Egypt; (2) the Fiqh Council (*Al-Majma' Al-Fiqh*) of the Muslim World League (*Rabithah Alam Islami*), Mecca; and (3)

the Islamic Fiqh Academy of the Organization of Islamic Cooperation (OIC), Jeddah, Saudi Arabia (Yusuf al-Qaradhawi, 1994).

In Indonesia, the Indonesian Council of Ulama (*Majelis Ulama Indonesia* - MUI) has issued a fatwa regarding bank interest[30]. On December 16, 2003, the MUI declared that bank interest falls into the category of *riba* (usury), which was later reaffirmed on January 6, 2001, in Fatwa No. 1 of 2004 on Interest (*Fa'idah*)[31]. The legal substance of this fatwa contains two main points: First, the practice of earning interest (*riba*) on money today fulfills the criteria of *riba nasi'ah* (usury involving delay), as described during the time of the Prophet Muhammad (peace be upon him). Thus, such practices are considered a form of *riba* and are prohibited (*haram*). Second, the practice of earning interest is prohibited, whether carried out by banks, insurance companies, capital markets, pawnshops, cooperatives, or other financial institutions, as well as by individuals.

Therefore, bank interest is deemed *haram* based on the consensus of contemporary scholars (*ijma'*) as determined through various conferences at both regional and international levels. The scholars' decision to prohibit bank interest is a form of *ijtihad* that is firmly grounded in authoritative textual evidence.

Ijma' on the Prohibition of Conventional Insurance, in Arabic, the term for insurance is *al-ta'min*, derived from the word *amana*, which means providing safety, tranquility, and protection from fear[32]. The concept of insurance is formally defined in Article 1 of the Indonesian Law No. 40 of 2014 on Insurance.

Conventional insurance has sparked considerable debate among Islamic scholars (*fuqaha*)[33]. Their views on the permissibility of insurance can generally be divided into four categories[34]. First, scholars who argue that all forms and operations of insurance are prohibited (haram)[35]. Second, scholars who consider insurance permissible (halal) in Islam. Third, scholars who permit social insurance but prohibit commercial insurance due to its profit-oriented nature. Fourth, scholars who consider insurance as a matter of syubhat (doubtful), due to the lack of explicit Islamic texts (dalil shar'i) that clearly declare insurance either permissible or prohibited.

Scholars who prohibit conventional insurance argue that its mechanism involves elements forbidden in Islam, such as: Gharar (excessive uncertainty), Maysir (gambling), Riba (usury). This view is supported by prominent scholars such as Sayyid Sabiq, 'Abd Allah al-Qalqili (Mufti of Jordan), Yusuf al-Qaradhawi, and Muhammad Bakhit al-Muti'i (Mufti of Egypt)[36].

Islamic organizations in Indonesia, such as *Persatuan Islam* and *Muhammadiyah*, have issued fatwas regarding the prohibition of conventional insurance: First, the 12th session of *Dewan Hisbah Persatuan Islam* (June 26, 1996) concluded that conventional insurance contains elements of *gharar*, *maysir*, and *riba*. Second, *Majelis Tarjih Muhammadiyah* divides insurance into two categories: speculative insurance with gambling-like characteristics, which is explicitly prohibited (*haram*), and mutual aid insurance, which emphasizes cooperation and solidarity, considered an act of worship (*ibadah*)[37]. For example, pension insurance for government employees or scholarship insurance is classified as *ibadah*.

Additionally, the Indonesian Council of Ulama (*Majelis Ulama Indonesia* - MUI) issued Fatwa No. 21/DSN-MUI/X/2001, which provides guidelines for *sharia-compliant insurance*. The fatwa states that sharia-compliant insurance contracts must avoid the following prohibited elements: Gharar (fraud or deception), Maysir (gambling), Riba (usury), Zhulm (oppression), Risywah (bribery), and Transactions involving haram goods or immoral activities[38]. This fatwa aims to encourage the Muslim community to avoid conventional insurance due to its inclusion of prohibited elements, while promoting sharia-compliant insurance as a permissible alternative.

The International Fiqh Council, during its first session on the 10th of Sha'ban 1398 AH (1978 CE) in Mecca, under the auspices of the Muslim World League (*Rabithah al-'Alam al-Islami*), thoroughly examined various forms of insurance. After reviewing scholarly opinions and decisions, including the resolution of the *Majlis Kibar al-Ulama* (Senior Scholars Council) in Saudi Arabia during its 10th session in Riyadh on April 4, 1997, with decree No. 55, the Council declared that

business-oriented conventional insurance in all its forms is prohibited[39]. Based on the opinions of scholars and the resolutions of both regional and international fatwa councils, there is an *ijma'* (consensus) among contemporary scholars that conventional business insurance is haram[40].

4. Conclusion

Ijma' represents the consensus of *mujtahid* scholars from the Muslim community on legal issues not explicitly mentioned in the Qur'an or Hadith. As the third source of Islamic law, it holds a significant position after the Qur'an and Sunnah. *Ijma'* can be categorized into explicit (*sharih*) and implicit (*sukuti*) types, or definitive (*qath'i*) and speculative (*dhanni*) forms. Scholars emphasize strict qualifications for *mujtahid*, including expertise in Arabic, Qur'anic sciences, Hadith, analogy, and conflict resolution. By adhering to these rigorous standards, *Ijma'* ensures the validity and reliability of Islamic legal rulings.

References

[1] H. Juhana, N. F. Natsir, and E. Haryanti, "Integrasi Ilmu M. Amin Abdullah dan Kuntowijoyo," *JIIP-Jurnal Ilm. Ilmu Pendidik.*, vol. 5, no. 1, pp. 192–200, 2022.

[2] D. Assyakurrohim, D. Ikhram, R. A. Sirodj, and M. W. Afgani, "Metode studi kasus dalam penelitian kualitatif," *J. Pendidik. Sains Dan Komput.*, vol. 3, no. 01, pp. 1–9, 2023.

[3] Y. N. Rahayu and O. Arifudin, "Program Linier (Teori Dan Aplikasi)," 2020.

[4] R. F. Pringgar and B. Sujatmiko, "Penelitian Kepustakaan (Library Research) Modul Pembelajaran Berbasis Augmented Reality Pada Pembelajaran Siswa," *IT-Edu J. Inf. Technol. Educ.*, vol. 5, no. 01, pp. 317–329, 2020.

[5] M. Saadah, Y. C. Prasetiyo, and G. T. Rahmayati, "STRATEGI DALAM MENJAGA KEABSAHAN DATA PADA PENELITIAN KUALITATIF," *Al-'Adad J. Tadris Mat.*, vol. 1, no. 2, pp. 54–64, 2022.

[6] M. Ridwan, M. H. Umar, and A. Ghafar, "SUMBER-SUMBER HUKUM ISLAM DAN IMPLEMENTASINYA," *... J. Islam. Stud.*, 2021.

[7] A. Syaripudin and M. Kasim, "Konsep Dasar Ijmak sebagai Sumber Hukum Islam," *BUSTANUL FUQAHA J. Bid. Huk. Islam*, vol. 1, no. 1, pp. 28–43, 2020.

[8] Z. Ghulam, "Aplikasi Ijma'dalam Praktik Ekonomi Syari'ah," *IQTISHODUNA J. Ekon. Islam*, vol. 7, no. 1, pp. 87–116, 2018.

[9] A. Asrowi, "Ijma dan Qiyas dalam Hukum Islam," *Aksioma Al-Musaqoh*, vol. 1, no. 1, 2018.

[10] A. Fadilah, "Probabilitas Ijma'Di Era Modern (Implikasi Perbedaan Definisi, Syarat Dan Rukun Terhadap Kemungkinan Terjadinya Ijma', Kedudukan Dan Hujjahnya)," *Al-Majaalis*, vol. 4, no. 1, pp. 129–147, 2016.

[11] A. Taufiqurrohman, "Ijma' Di Masa Modern," *Al-Fatih J. Stud. Islam*, vol. 9, no. 01, pp. 42–58, 2021.

[12] A. Fadholi, "IJMA'SEBAGAI PENYATUAN PERBEDAAN AWAL BULAN QAMARIAH," *Comp. J. Ilm. Perbandingan Maz. Dan Huk.*, vol. 1, no. 1, pp. 1–24, 2020.

[13] M. F. Dinata, "Konsep Ijma'Dalam Ushul Fikih Di Era Modern," *Al-Ilmu*, vol. 6, no. 1, pp. 37–52, 2021.

[14] N. Makfiyati, S. Sarjaya, S. Sayehu, and A. Hidayat, "IJMA'SUKUTI PERSPEKTIF USHULIYIN (Analysis Argumentatif dan Aplikatif)," *Public Sphare J. Sos. Polit.*

Pemerintah. dan Huk., vol. 1, no. 1, 2022.

[15] P. A. A. Putra, "Konsep Ijmâ'Dan Aplikasinya Dalam Mu'âmalah Mâliyyah (Hukum Ekonomi Syariah)," *Islam. Bank. J. Pemikir. Dan Pengemb. Perbank. Syariah*, vol. 7, no. 1, pp. 149–178, 2021.

[16] C. Tohari, "Konsep Ijma'Dalam Ushul Fiqh Dan Klaim Gerakan Islam 212," *Aqlam J. Islam Plur.*, vol. 4, no. 2, 2019.

[17] U. A. P. JAYA, "Al-IJITIHAD, AL-MUJTAHID, AL-ITTIBA', FATWA, AT-TAQLID DAN MASHADIR AL-AHKAM".

[18] A. Jalil and Z. Fahruddin, "Urgensi Ijtihad Dalam Merespon Persoalan Kekinian," *JOEL J. Educ. Lang. Res.*, vol. 1, no. 7, pp. 927–938, 2022.

[19] A. P. Sitorus, "KEDUDUKAN IJMA'DALAM MENETAPKAN HUKUM," *Ushul Fiqih dan Kaedah Ekon. Syariah*, p. 53, 2022.

[20] H. Muhammad, A. Alimuddin, M. Wahdini, and L. Aisyah, "Ijma' Dalam Konteks Penetapan Hukum Pada Suatu Negara," *Istinbath J. Huk.*, vol. 17, no. 2, pp. 202–218, 2021.

[21] M. Z. Arifin, "Penyelesaian Hukum Sewa Rahim Pada Program Bayi Tabung Perspektif Kitab Al-Burhan Fi Ushul Al-Fiqh Karya Imam Al-Juwaini," *Syar'ie J. Pemikir. Ekon. Islam*, vol. 3, no. 3, pp. 35–54, 2020.

[22] I. Z. Adhari *et al.*, *Struktur Konseptual Ushul Fiqh*. Penerbit Widina, 2021.

[23] S. H. I. Ahmad Musadad, *USHUL FIQH I: Metodologi Istinbat Hukum Ekonomi dan Bisnis Syariah*. CV Literasi Nusantara Abadi, 2021.

[24] R. Ihya, "Ijma'Sebagai Yurisprudensi Hukum Islam Dalam Pandangan Imam Hanafi Dan Imam Syafi'i," *J. Kaji. Huk. Islam*, vol. 7, no. 1, 2020.

[25] A. Gazali, "Maqasid Al-Syariah dan Reformulasi Ijtihad Sebagai Sumber Hukum Islam," *Alhadharah J. Ilmu Dakwah*, vol. 18, no. 2, 2019.

[26] F. Fitriyah, E. Purwanti, and L. Nursafitri, "USHUL FIQH," 2023.

[27] K. Kartini, "ANALISIS FATWA DSN MUI TENTANG DEPOSITO DITINJAU DARI ASPEK USHUL FIQH," *AL-ULUM J. Pendidik. DAN Kaji. Islam*, vol. 1, no. 1, 2021.

[28] I. Permana, "Penerapan kaidah-kaidah fiqih dalam transaksi ekonomi di lembaga keuangan syariah," *Tahkim*, vol. 3, no. 1, pp. 17–38, 2020.

[29] R. W. A. Abubakar, "Implementasi ijmak klasik dan kontemporer dalam bidang hukum ekonomi syariah," *Muawadah J. Huk. Ekon. Syariah*, vol. 1, no. 2, pp. 121–172, 2022.

[30] F. Arianti, "Muamalah Kontemporer," 2023.

[31] S. E. Zulfa, "Implementasi Ijma'Al-Mufassirin di Indonesia (Studi Analisis Kitab Tafsir Indonesia Abad Pertengahan)," 2022.

[32] P. Ismail *et al.*, "FIQH MU'AMALAH KONTEMPORER," 2021.

[33] S. N. EL-ADABI, "IJMA, FATWA SAHABAT DAN QIYAS".

[34] S. Syaikhu, A. Ariyadi, and N. Norwili, "Fikih Muamalah: Memahami Konsep dan Dialektika Kontemporer." K-Media, 2020.

[35] O. Sahroni, *Fikih Muamalah Kontemporer: Jilid 3*. Republika Penerbit, 2020.

[36] P. Adnan, "Akad Hawalah (Fiqh Pengalihan Hutang)," *Azmina J. Perbank. Syariah*, vol. 1,

no. 2, pp. 136–151, 2022.

[37] I. Mustofa, “Kajian Fikih Kontemporer, Jawaban Hukum Islam atas Berbagai Problem Kontekstual Umat.” Idea Press, 2019.

[38] D. Nazhifah, “Tafsir-Tafsir Modern dan Kontemporer Abad Ke-19-21 M,” *J. Iman Dan Spiritualitas*, vol. 1, no. 2, pp. 211–218, 2021.

[39] S. M. M. Zin and A. A. Sakat, “Ijma’di dalam Al-Tarjamah Al-Mursalah Menurut Kitab Jami’Al-Tirmidhi Karya Imam Al-Tirmidhi (200-209 H.): Ijma’In Al-Tarjamah Al-Mursalah According To Kitab Jami ‘Al-Tirmidhi By Imam Al-Tirmidhi (200-209 H.),” *e-Jurnal Penyelid. dan Inov.*, pp. 15–36, 2019.

[40] Q. Asy’ari, I. Istiqwamah, and Z. Muarrofah, “Implementasi Gadai Emas Dengan Sistem Syariah,” *J. Ngejha*, vol. 1, no. 2, pp. 99–104, 2022.