
**LEGALITY OF USE OF CRYPTOCURRENCY
AS A MARRIAGE DOWRY IN INDONESIA PERSPECTIVE COMPILATION OF ISLAMIC LAW
AND THE INDONESIAN ULAMA COUNCIL**

Lia Novita Sari¹, Ishaq², Sri Lumatus Sa'adah³

^{1,2,3}Universitas Islam Kiai Haji Achmad Siddi Jember, Indonesia

Email: lianofita485@gmail.com¹, ishaqmardiyah@gmail.com², sri.lumatus@yahoo.com³

Abstract:

In recent years, there has been a shift in giving dowries from dowries in the form of money, gold and other goods whose physical form is shifted to digital dowries such as cryptocurrency dowries, a digital currency using blockchain technology. The research focus and objectives of this research are to find out 1) What is the phenomenon of using cryptocurrency as a wedding dowry in Indonesian society. This type of research is normative legal research. The approach in this research uses the Statute Approach and the Case Approach and the Statute Approach. The technique for collecting legal materials is carried out using documentation methods. The results of this research show that the phenomenon of using cryptocurrency as a dowry among Indonesian people, especially Indonesian Muslims, has varied views and not a single perspective.

Keywords: Cryptocurrency, Marriage Dowry, Compilation of Islamic Law and the Indonesian Ulema Council

INTRODUCTION

Wedding is nature for every human Which Lots provide important results or justify a relationship between women and men in order to create a family that is covered happiness and affection by wanting to gain Allah's approval SWT. Marriage is a contract that has been determined by *the syar'i* order a man And Woman can take *special* female or on the contrary.

Religion Islam give protection And respect to One of the privileges women have is the rule of giving treasure a man on Woman. However there is law Which regulate the wife's rights to her husband namely about the dowry. Dowry or Which often referred to as dowry

is one of the conditions and get along well marriage, so that there is no dowry at the time of marriage or without mention nominal dowry at the time marriage contract ongoing legitimate throughout terms and get along well marriage is fulfilled.

Before Islam present and still in the period of ignorance, then many deprivation And ownership in a way forced from Woman about dowry. There is case This caused weak protection respect for Woman, so that many dowry Which confiscated by people who don't understand and don't even know the essence of dowry Which is given by men on Woman.

In the dowry provisions for accepting dowry, the prospective wife does not can represented by anybody. Position dowry very important in marriage because is something obligation giving man on women said when the marriage ceremony took place. Which is considered as award, glorify, respect And symbols desire For happy Woman from man in form goodsvaluable though dowry the in form cash or debt. The use and use of dowry is only permitted for women, even the husband himself does not have the right to wear it, except the wife allow or condone it. Commands to give dowry or mas marry to Woman Which married is order must For held Which has written in book holy Al-Qur'an letter Women' paragraph 4 .

Dowry is Wrong One right absolute from Woman (right wife) from consequence marriage And as sign love Darling man to Woman. So the verse above explains that the dowry is given from man For Woman must be typical And full willingness Also sincerity. So thereby because exists obligation dowry Which must given by men to women which is interpreted as a demand Which has in formulate by syar'i so that can realized in life in society (Kamal, 2015).

So dowry has a legal line that it is a gift No can withdrawn And requested Again by man in any condition .Islam also does not set minimum and maximum limits on amounts dowry Which charged to man. Rate dowry Also customized with the habits, conditions, situations and traditions of the society in which it lives andAlso agreement second family, so that dowry in form whatever This is an agreement between the bride and groom and their families. But it can't It is undeniable that everyone has differences in terms of economics and fortune, so nominal amount of dowry given appropriate freedom ability.

In Al-Qur'an And hadith No There is Which give instruction about limit maximum And nominal amount dowry Which will given. However, Rasulullah was very happy and had good wishes for her future husband who will provide a dowry to the woman he will marry, however There is some opinion cleric Which interpret that not enough like to dowry Which too Lots.

Law from dowry very clear from para jumhur cleric about how are the obligations fulfilled in marriage, namely a mas marriage from a man given to a woman. but many

differences regarding the quantity of the dowry. In the Imamate School Shafi'i did not find the nominal amount of the dowry that would be given to him Woman during goods the own price so allowed use the item as a dowry. As already in Fathul Qarib's book does not have a minimum limit for a dowry or limit Which bound on number dowry, Which allowed only dowry must have value (Gantarang, 2022).

As for Priest Maliki, School of thought Ash Hanifah And a number of priest others differ in determining and limiting the minimum dowry that will be required given to Woman moment implementation wedding. So that give rise to problem in public Because obligation from nominal dowry (Rusyd, 2002).

The majority of scholars agree that dowry is a legal requirement in marriage, absolute from men, and cannot be revoked even after thorough deliberation between the families. This aligns with Islamic principles, emphasizing the benefits and rejecting any harmful practices. Modern society has influenced the form of dowry, with various creative expressions like decorative banknotes. People often strive for aesthetically pleasing dowries, sometimes competing for higher amounts to gain prestige and praise. Some even hire dowry-making services for elaborate presentations.

There's an acknowledgment of men working hard to fulfill high dowry expectations. Public opinion varies, with some believing that a more elaborate dowry signifies a better marriage, correlating the nominal dowry price with the depth of a man's love for the woman. In 2009, cryptocurrencies, like Bitcoin, emerged, offering digital money stored in a digital wallet, accessible only through electronic devices. While cryptocurrencies have various functions, including online transactions and long-term investments, their circulation in Indonesia is restricted due to government regulations.

Regulation number 5 of 2019 supervises the use of crypto assets, designating BAPPEBTI as the overseeing body. Despite crypto's advantages, such as fast transactions, security concerns and potential for forgery exist. Public opinions on crypto are divided, with some appreciating its convenience while others fear the risks associated with online transactions. Additionally, there's a presumption that dowries not in the form of gold may be considered unconventional.

Based on problem Which develop in society so that The Indonesian Ulema Council (MUI) took the initiative to resolve this problem, so that on November 11 2021 Ijtima Ulama Fatwa Commission of the Assembly Cleric Indonesia to 7 in Jakarta For discuss Cryptocurrencies as medium of exchange. This routine triennial event concluded 17 discussion points Wrong the only one is a provision cryptocurrency law as follows :

1. Use cryptocurrencies as eye Money the law haram, because it contains gharar, dharar and is contrary to the law invite number 7 of 2011.

And bank regulations Indonesia number 17 in 2015.

2. Cryptocurrencies as commodity/asset digital No legitimate traded because it contains gharar, dharar, qimar and not fulfills the requirements of sil'ah according to the syar'i, namely: having a physical form, having value, known exact amount, property rights and can be handed over to buyer.
3. Cryptocurrency as assets which fulfills condition as Sil'ah and has clear underlying and legal benefits bought and sold.

In Indonesia, numerous renowned artists have recently opted for cryptocurrency as a form of marriage dowry. This involves metal pieces adorned with figures, serving as a long-term online investment. The chosen cryptocurrency, resembling gold coins, holds a substantial exchange rate in rupiah. Despite being symbolic and non-negotiable in Indonesia, famous artists are content with the unconventional dowry, even if it lacks a specific monetary value.

One notable instance from 2021 involved Cupi Cupita's wedding, where the dowry comprised cryptocurrency valued at IDR 119,000,000. The bride received a figurative representation containing cryptocurrency coins but could not convert them to physical cash during the marriage ceremony. This unconventional use of cryptocurrency as a dowry is motivated by a desire to stand out, seek attention, and project affluence.

Fajar Widi, a Bitcoin enthusiast, set an anti-mainstream trend by using 1 Bitcoin as a wedding dowry in 2017. Other couples, such as Jordan Simanjuntak and Johanna Bi Main, followed suit, presenting 1.11 bitcoins worth IDR 719 million as their dowry in 2021. Another couple, Bau Tenri Abeng and Raja Muhammad Hasbi, gave two bitcoins worth 1.6 billion as their wedding dowry in 2021, responding to the increasing value of Bitcoin. These instances showcase a growing trend of incorporating cryptocurrency into traditional marriage practices in Indonesia.

RESEARCH METHODS

Study This is type study law normative (*normative legal* research). Normative legal research in general only is studies document, ie use source material law Which form regulation legislation, court decisions/decisions, contracts/agreements/agreements, legal theory, and the opinions of scholars. Another name for normative legal research is study law doctrinal, Which Also normal called as study literature (*library research*) or studies document. Scope on study law normative ie principles law, systematic law, level synchronization vertical And horizontal, comparison law, And history law. As elaborate on

study from type study normative ie study reviewing the Compilation of Islamic Law and fatwas of the Indonesian Ulema Council about use of cryptocurrencies as a wedding dowry.

As for approach on study This use Statutory Approach and Approach conceptual (conceptual approach).²⁴ Legislative Approach (Statutes approach) This used in examine all law laws or regulations that are related to legal issues or problems in the research that researchers conduct. This approach is used in order to be able to answer the problem formulation that has been formulated as well with this approach researchers will examine all the rules rule And regulations Which arrange dowry marriage. Approach conceptual Approach Because study This study .on draft-draft law like source law, function law And the reason .

Source study This used as reference For resolve legal issues while providing prescriptions for something which should be. Research source law this is shared become two namely primary legal materials and secondary legal materials.

Material Law Primary Is material law Which own character authoritative It means material law Which own characteristic authority. Which including in material law primary ie legislation, writings official or treatise in making legislation. In study This use material law form regulations related *Cryptocurrencies* and dowry marriage:

- 1) Law Number 10 of 2011 concerning Amendments on Constitution Number 32 Year 1997 about trading futures commodity; Regulation Minister Trading Republic Indonesia Number 99 Year 2018 About Policy General Maintenance Futures Trading Asset Crypto (*Crypto Assets*) ; Regulation BAPPEPTI about Crypto Assets
- 2) Law no 1 in 1974 about Marriage
- 3) Compilation Islamic law
- 4) Fatwa Majelis Cleric Indonesia

Secondary legal material in this research is in the form of publications Law includes legal opinions, doctrines or teachings, and theories Which obtained in literature law, results study, article scientific, And website Which own connection with problem Which researchers discuss. Secondary legal material that researchers use as a reference are those which are related to this research. So material law secondary in study This is regulations *Cryptocurrencies* fund marriage dowry.

In this research, legal material collection techniques will be used done with use method documentation. Application of this documentation technique or method in accordance with type study normative or literature the material the law nature written. Technique documentation This done with method do analysis to documents written like books, documents, regulations, papers, results previous research and so forth.

RESULTS AND DISCUSSION

A. Use of Cryptocurrency as a Marriage Dowry: Investigate a Legal Compilation Islam

In Indonesia, wedding dowries are typically given as a set of prayer tools or a mutually agreed-upon amount of money by the bride and groom. There have been instances that surprised the public, such as couples getting married with flip-flops as dowry. With technological advancements, dowries, especially among the elite, have taken on digital forms like shares, mutual funds, and cryptocurrency. Despite its significance in marriage, dowry is not a mandatory element according to the Law Number 1 of 1974 concerning marriage, which states that the validity of a marriage is determined by adhering to the laws of each respective religion and belief. In essence, the law accommodates various beliefs and statutory provisions as long as they align with the principles outlined in the law.

In this case, the Islamic religion determines whether a marriage is valid or not depending on whether or not the harmony and conditions of marriage are fulfilled. As the researcher explains in chapter II, the pillars and terms of marriage are explained as follows: The pillars of marriage according to the consensus of the ulama are four:

- a. There are prospective husbands and wives who will do it wedding
- b. There is a guardian for the bride and groom woman
- c. There are two people witness
- d. Shigat marriage contract, namely consent and qabul

A dowry is something that a man must give to a woman who will become his wife or a mandatory gift from a husband to his wife. Because marriage is a sacred and special event experienced by a couple in their lives. The equality of men and women is not implemented by giving a dowry. Because the dowry is not a symbol of buying and selling, but a symbol of respect for women as well as a symbol of the husband's responsibility to provide support for his wife, as well as a symbol of the husband's love for his wife (ZULAIFI, 2022).

Mahar is an activity that a groom gives to his bride when they are about to get married. The dowry is carried out as a condition that justifies the relationship between husband and wife where there is a relationship of love between a husband and his wife on a basis affection in married life. Etymologically, dowry means dowry. In terms of terminology, a dowry is a mandatory gift from a prospective husband to a prospective wife as a form of sincerity in the prospective husband's heart to arouse the prospective husband's affection for his prospective wife, whether in the form of objects or services (freeing, teaching, etc.). The meaning of the word dowry (verb) in the large Indonesian dictionary is an obligation to give goods or money from the groom to the bride when

the marriage contract takes place. Then it became known as *Missil* dowry, namely a dowry where the amount (rate) of the dowry is not determined and *musama* dowry, namely a dowry where the amount of the dowry is determined at the time of the marriage contract (Miko, 2022).

Presidential Instruction No. 1 of 1991 serves as a guiding document in addressing various issues under Islamic Law, including marriage. Chapter I, Article 1, Letter d defines dowry as a gift from the prospective groom to the bride, encompassing goods, money, or services without conflicting with Islamic principles.

The article emphasizes three criteria for dowry: goods, money, and services, allowing flexibility in the choice of dowry format. It clarifies that the selection is optional, and it does not have to be elaborate, providing alternative options for the parties involved.

While the Compilation of Islamic Law lacks detailed explanations or interpretations of the three dowry criteria, it asserts that standardization must align with Islamic law. Notably, there is a lack of specific provisions in the KHI regarding the definition and limitations of goods, especially in the context of dowries.

To address this gap, the author discusses the Constitutional Court's decision 84.PUU/2022, defining goods as any tradable object, tangible or intangible, movable or immovable. The Civil Code further supports this notion, encompassing every object and right that can be subject to property rights.

The author classifies crypto as goods, particularly investment goods, despite their intangible nature. The absence of a physical form doesn't diminish their recognition. Crypto assets, being intangible, have economic value, are tradable, and the owner can prove ownership through a document called "proof of asset storage."

This clarification positions crypto assets within the realm of recognized goods. Additionally, the Minister of Trade's policy designates crypto assets as commodities for futures trading, aligning with regulatory explanations that define them as intangible commodities utilizing digital assets, cryptography, peer-to-peer networks, and distributed ledgers.

Thus, crypto in article 1 letter d of the compilation of Islamic law is classified as goods that can be given by the prospective groom to the prospective bride. Then is crypto included in goods that do not conflict with Islamic law as stipulated in this article? In Islamic law, the size of the dowry is required to be material or property that is valuable and of sale value, as is the view of the Wahbah sect. az-Zuhaili.

Things are required in a dowry : the first must be material or property that is valuable and has sales value, so something that is little that is not valuable and has no

sale value is not valid as a dowry, such as one grain of wheat.⁶ If seen from Islamic legal doctrine, crypto meets the dowry provisions as in article 1.

The Compilation of Islamic Law clearly regulates dowry in Chapter V, spanning Articles 30 to 38. Article 30 emphasizes the agreement between prospective spouses regarding the amount, form, and type of dowry. In this context, crypto can be considered a dowry if both parties agree, as it aligns with Islamic principles by fulfilling the element of benefit.

Article 31 encourages simplicity and convenience in dowry, relative terms depending on individual understanding. While crypto may be complex for some, it can be a suitable dowry for those familiar with digital investments. The law allows for flexibility in defining simplicity and ease.

Article 32 states that dowry is given directly to the prospective bride, becoming her personal right upon consent. For tangible dowries like gold or cars, immediate physical handover is possible, but for intangible items like crypto, a symbolic replica can be given, and the husband must provide the wife with a crypto wallet account.

This aligns with Article 33(1), which mandates the delivery of dowry in cash. In the case of a crypto dowry, giving the wife a wallet account makes her the full holder of the crypto, complying with the requirement for immediate and full payment. The dowry requirements according to Sheikh Abdurrahman Al-Juzairi in the book of Fiqh Four Schools are:

- a. The dowry must be something worth
In this case, *cryptocurrency* has value because it can be used like money and can be exchanged or traded for money valid in Indonesia (Rupiah).
- b. The dowry must be pure and beneficial
In this case, *cryptocurrency* has the benefit of long-term savings stored in a digital wallet. This *cryptocurrency* can be used in accordance with applicable regulations in Indonesia.
- c. The dowry cannot be in the form of items that are not owned by the person legitimate
When giving a *cryptocurrency dowry*, ownership must be confirmed. The dowry that will be given belongs purely to the groom who is getting married.
- d. The dowry must be known and clear
Giving a *cryptocurrency dowry* must clearly state the name, form and value that will be given as dowry.

Article 34 (1) The obligation to give dowry dowry is not a pillar of marriage. (2) Failure to mention the type and amount of dowry at the time of the marriage contract

does not cause the marriage to be annulled. Likewise, if the dowry is still owed, this does not reduce the validity of the marriage.

Article 35 (1) A husband who treats his wife as *qobla al dukhul* is obliged to pay half the dowry specified in the marriage contract. (2) If the husband dies *qobla al dukhul* but the amount of the dowry has not been determined, then the *sumai* is obliged to pay the *mitsil* dowry.

Article 36 If the dowry is lost before it is delivered, the dowry can be replaced with another item of the same shape and type or with another item of equal value or with money equivalent to the price of the dowry item. is lost

From another point of view, the dowry in the form of crypto money is called *maal fi dzimmah* , which means property in custody, so the legal consequences that arise are also different. This is because crypto money does not have a physical form, so it is possible for a situation or condition to occur that can change it or cause it to *fail* (damage), from which there are legal consequences of its own.

To make it easier to understand, there is a parable that if there is a groom who proposes to a woman and her dowry uses crypto money, suddenly after the ceremony, the internet throughout the world goes down and cannot be accessed. Then the dowry given was damaged, meaning the crypto money given was damaged. From such conditions the legal consequence is, if seen from the perspective of *Minhajut Thalibin* Imam Nawawi, it is mandatory to pay Mitsli's dowry directly (*fain talafa fawajaba mahru mitsli*). So the man is obliged to pay Mitsli's dowry. However, in *Minhajut Thalibin's* syarahs such as the book *Tuhfah al-Muhtaj ila Syarh al-Minhaj* , such a case does not have direct consequences for Mitsli's dowry but rather:

- a. If, for example, it turns out that crypto can still be cultivated with other forms of *e-money* , then you have to come here first, not directly to Mitsli's dowry.
- b. If there is no *e-money* that is at the same level as crypto money then the return will be to *the qiimah* , so when the agreement the groom agrees to what nominal amount of crypto money will be given,
Let's say the groom agrees to pay 10 USD, then *the Qiimah* is 10 USD, if you translate this into Rupiah, then the groom is obliged to pay that amount in exchange for the damaged cryptocurrency.
- c. Then, if you still can't pay the *qiimah* , then go back to the provisions contained in *Minhajut Thalibin* , namely paying the *mitsli* dowry.

This is stipulated in the Compilation of Islamic Law Article 38 (1) If the dowry handed over contains defects or is lacking, but the prospective bride and groom are

still willing to accept it without conditions, the gift of the expensive is considered paid in full.

B. Use of Cryptocurrency as a Marriage Dowry: Investigate the Indonesian Ulema Council

As an Islamic and social organization, the Indonesian Ulema Council also responds to the dynamics and development of cryptocurrency dowries. In its description of the problem, MUI states that one of the spectacular advances in technology in the economic sector is the creation of *cryptocurrency* or virtual money in cyberspace. This *cryptocurrency* concept is the basis for giving birth to digital currencies as a means of payment, such as Bitcoin, Ethereum, Dogecoin and so on. Bitcoin itself was launched in January 2009, and reached parity with the US dollar in 2011. Bitcoin is currently used as one of the official currencies in the country of El Salvador. In addition, Bitcoin and several other cryptocurrencies also circulate in communities in the markets of the United States, Canada, United Kingdom, Australia, Turkey and Brazil. Bitcoin has also obtained legal tender status in Japan and Germany.

There are problems that arise in the status of *cryptocurrency*, is it a currency or a commodity? There are at least two major opinions on this matter. The first opinion considers *cryptocurrency* as currency or *virtual money*. *Cryptocurrency* is considered a currency for several reasons, one of which is because *cryptocurrency* has been used as a *medium of exchange* and *store of value*. The second opinion considers *cryptocurrencies* as commodities. The reason why *cryptocurrency* is considered a commodity is because *cryptocurrency* has intrinsic virtual value which is then considered that *cryptocurrency* can become a *public good* that can be consumed by the community its users.

In Indonesia, *cryptocurrency* is not recognized as currency by the government as regulated in law number 7 of 2011 concerning Currency and Bank Indonesia Regulation Number 18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing, but is recognized as a digital asset through Supervisory Body regulations. Commodity Futures Trading (BAPPEBTI) number 5 of 2019.

Even though it is accepted as a digital asset (commodity), *cryptocurrency* has many detrimental risks, including: threatening the sovereignty of the country's official currency and being vulnerable to being used as a means of money laundering (TPPU). Apart from that, there is no official regulator or institution that guarantees crypto asset transactions by the state. From a sharia perspective, the use of *cryptocurrency* has elements of *gharar* (speculation) and *qimar* (gambling). This is due to the volatility of prices which rise and fall extraordinarily, some even reaching zero. Therefore, the

Ijtima' Ulama forum, the Fatwa Commission of the Indonesian Ulema Council, needs to respond to the problem and issue a legal fatwa. *cryptocurrencies* .

Whatever the legal provisions in the fatwa of the Indonesian Ulema Council, there are three provisions, namely:

1. The use of cryptocurrency as a currency is haram, because it contains *gharar* (uncertainty), *dharar* (danger) and is contrary to Law number 7 of 2011 concerning Currency and Bank Indonesia Regulation number 17 of 2015 concerning the Obligation to Use Rupiah in the Territory of the Unitary State of the Republic of Indonesia.
2. Cryptocurrency as a digital commodity/asset is not legally traded because it contains *gharar*, *dharar*, *qimar* (gambling) and does not meet the syar'i requirements of *sil'ah* (commodity), namely: has physical form, has value, known exact amount, property rights , and can be submitted to buyer.
3. In the event that Cryptocurrency as a commodity/asset meets the requirements as *sil'ah* and has an underlying, and does not contain *gharar*, *dharar* and *qimar*, it is legal to traded.

The Indonesian Ulema Council (MUI) as a non-governmental organization finally made a decision through an official fatwa, which in this case is on the Indonesian Ulema Council (MUI) website regarding clarity on the legality of the use of cryptocurrency. In a meeting of the (Apriliani et al., 2023a)7th Ijtimal Ulamal Commission of the Indonesian Ulema Council on 9-11 November 2021, 17 points of discussion were agreed, one of which was the law on *cryptocurrency* .

Cryptocurrency transactions can also cause *harm* or loss, this is because if you analyze price movements incorrectly, you will definitely experience losses. If *cryptocurrency* could provide benefits for everyone, in the sense that one person does not gain and another loses, that would not be a problem. Because the problem is why the MUI finally banned crypto transactions such as bitcoin as business transactions, namely they contain elements of *maysir* because in them there is high speculation and the nature of luck, so Bank Indonesia refers to them as *gambling transactions* . So in this case, *cryptocurrency* is decided to be *haram lighairihi* or haram due to external factors (*gharar* and *maysir*)(Apriliani et al., 2023b)

This Islamic organization, which was founded in 1975, prohibits *cryptocurrency* because it contains elements of *maysir*. *Maysir* is one of the prohibitions in sharia economic and banking activities because it is considered to bring losses to one of the parties to the transaction. This prohibition even comes directly from the Koran , so Muslims strictly forbid and avoid this action. *Maysir* is a type of game transaction in

which there is a requirement in the form of taking a certain amount of material from the losing party by the winner.

It seems that MUI places *cryptocurrency* as *masyir* because *cryptocurrency* in MUI's view is in line with the general characteristics of *maysir* transactions, namely speculative elements. Another consideration why *maysir* is prohibited is because the transaction only benefits one party, while the other party will suffer losses so it is a *win-lose solution*. This is certainly not in accordance with the principles of justice and *win-win solutions* in Islamic economics. Apart from that, economics from an Islamic perspective prioritizes people's prosperity through the results of their own hard work. Meanwhile, *maysir* is a transaction based on speculative luck with a nominal risk of loss big

Regarding the halal or haram use of crypto assets such as bitcoin, the Indonesian Ulema Council (MUI) in its fatwa defined *cryptocurrency as virtual currency*. Based on differences of opinion or pros and cons (*khilafiyah*) among economic experts and ulama, it was concluded that the use of *cryptocurrency* as a currency that can be used as a legal transaction tool is haram. Apart from being in conflict with Law Number 7 of 2011 concerning Currency, it is feared that the use of crypto as a means of payment will displace the rupiah currency which is currently the only legal currency in Indonesia. Indonesia.

In the description above, the Indonesian Ulema Council prohibits *cryptocurrency* based on juridical considerations, namely based on Law No. 7 of 2011 concerning currency. Currently the currency used officially in Indonesia is the Rupiah currency which is issued specifically by Bank Indonesia. The party that has the authority to print and distribute money in Indonesia is still centralized by Bank Indonesia, this is in accordance with what is regulated in Law No. . 7 of 2011 concerning Currency. However, this is very different from *Cryptocurrency* digital money where there is no special country or institution that has the authority to print or issue digital currency in society, but rather every individual, whether individuals or companies, can carry out mining independently. This is what This causes *Cryptocurrency* to have no intrinsic value for the money it produces, in contrast to Rupiah, which is a currency that is very dependent on the development of the Indonesian economy (Cadizza & Yusandy, 2021).

Based on this, *cryptocurrency* is not an official form of currency that is legally issued by state-owned authorities. So the position of legal legality is the issuance of Bank Indonesia Regulations as regulated in PBI 18/40/PBI/2016 concerning Payment Transaction Processing and in PBI 19/12/PBI/2017 concerning the Implementation of Financial Technology which states that the payment system authority, Bank Indonesia prohibits all payment system service providers from using virtual currency.¹²

In the legal provisions of point two in Mui's fatwa above, it is stated that Cryptocurrency as a digital commodity/asset is not valid for sale because it contains *gharar*, *dharar*, *qimar* (gambling) and does not meet the requirements of *sil'ah* (commodity) according to sharia, namely: it has a physical form, has value, the exact amount is known, property rights, and can be handed over to buyer.

The first element of cryptocurrency as a digital commodity/asset is not legal for trading because it contains elements of *gharar* and *maysir*. *Cryptocurrency* has a very volatile value. Where now the price is high, then in the next few moments the price will fall or soar higher. This is because *cryptocurrency* is very influenced by supply and demand which cannot be controlled. It is clear that Islam prohibits acts of ambiguity in *muamalah*.

In Tafsir al-Mukhtashar, it is explained that false methods are methods that are prohibited by the Shari'a, such as stealing, cheating, plundering, gambling, transactions using usury (Jama'atu Ulama at-Tafsir, Tafsir al-Mukhtasar, Surah An-Nisa). The meaning of *ضارر* or consensual means that both parties to the transaction know what they are taking without any cheating, concealment of disgrace, deception until both parties part voluntarily.

Furthermore, according to the MUI's view, these cryptocurrencies do not meet the requirements of *sil'ah* (commodity) according to Sharia, namely: have a physical form, have value, know the exact amount, have ownership rights, and can be handed over to the buyer.

However, in contrast to the author's observation, crypto actually meets the requirements of *sil'ah* (commodity), namely that *first* it has a physical form. cryptocurrency by definition is a type of digital currency that uses cryptography. Basically, cryptocurrency is like money recorded in a very large book, where the book records the money and who owns it. For the owner of the money, there is a "Wallet" which records the encryption of the address addressed to the money which is stored in the ledger. The big book is called "Block chain" and the wallet I mentioned earlier is called "Wallet" (Supriyanto et al., 2021).

Cryptocurrencies, including OneGram, are categorized as sharia digital assets that have economic value and the ability to be stored and retrieved. Since cryptocurrencies are just numbers on a ledger, there is no reason to make them haram. Cryptocurrency is a digital representation of value that can be exchanged. Despite not having an underlying asset, the cryptocurrency itself is the most valuable (Sholeh et al., 2022).

Currently, *cryptocurrency* can only be an investment tool whose cycle is only bought and then sold, it is difficult if *cryptocurrency* is paired directly with money for everyday payment purposes. Regarding the juridical review regarding *cryptocurrency investment*, in terms of national law, it has been legalized and accurately recognized, but not as a form of currency used as a legal means of payment in Indonesia but in the form of commodity futures. And the Ministry of Trade has promulgated regulations, namely Minister of Trade Regulation Number 99 of 2018 which legalizes crypto digital assets as one of the subjects that can be traded on the futures exchange.

In this context, the author agrees with those who categorize crypto as a digital asset that fulfills *sil'ah*. Thus, the MUI fatwa writer's observation regarding the haram of crypto is more pressing as an effort to prevent *dharar* or damage and evil. This means that the MUI's prohibition on the use of crypto is not absolutely forbidden because basically crypto is not an object that is haram in its essence, it is just haram in its mechanism or *haram ligairihi*. This can be seen in the third point of the legal provisions which clearly states that if Cryptocurrency as a commodity/asset meets the requirements as *sil'ah* and has an underlying, and does not contain *gharar*, *dharar* and *qimar*, the law is valid for traded.

The use of *cryptocurrency* as a commodity asset can be valid or invalid for trading depending on the characteristics of the *cryptocurrency*, *fulfills the syar'i sil'ah* requirements, has *an underlying* asset, and has clear benefits, so it is legal to be traded. The conditions include having a physical form, having value, knowing the exact amount, having ownership rights, and being able to hand it over to the buyer. This means that the crypto assets being traded have certain benefits clear like No give rise to part party profit And party If it is a loss, then it has a physical form that can be used as proof of ownership, then it can be said to be valid according to Islamic law (Apriliani et al., 2023c).

Regarding the juridical balance used by the MUI in its fatwa, the use of cryptocurrency as currency is unlawful because it is contrary to Law number 7 of 2011 concerning Currency and Bank Indonesia Regulation number 17 of 2015 concerning the Obligation to Use the Rupiah in the Territory of the Unitary State of the Republic of Indonesia. The considerations are not precise and are not a single perspective.

In many research findings, on the contrary, this cryptocurrency has legality and is regulated in Indonesia. For example, one of them is in the article explaining the clarity of the objectification of cryptocurrency in the door application (Hudaaka & Hanifuddin, 2023). This article describes the legality and regulations in Indonesia, currently *crypto asset transactions* do not violate existing laws. Regulations regarding the use of crypto assets in transactions have been regulated in Minister of Trade

Regulation Number 99 of 2018 concerning General Policies for the Implementation of *Crypto Asset* Futures Trading and Commodity Futures Trading Supervisory Agency Regulation Number 5 of 2019 concerning Technical Provisions for the Implementation of Physical Markets for *Crypto Assets . Asset*) on the Futures Exchange that transaction using cryptocurrency is permitted as a subject of trading digital assets or crypto assets in commodity futures exchanges.

Thus, cryptocurrency is classified as a digital commodity/asset that is legally traded and has valid legal status, both from Islamic law and from the legality of positive Indonesian law. With the validity of this cryptocurrency as a commodity/digital asset that is bought and sold, it is also valid to be used as a dowry in marriage.

This is in accordance with the rules of fiqh which explain that everything that can be bought and sold is valid as a dowry:

وَمَا صَحَّ مَبِيعًا صَحَّ صَدَاقًا

Everything that can be bought and sold means it is valid to be used as a dowry " (Minhaj Ath-Tholibin, 2: 478

As previously explained, cryptocurrency can be used as a wedding dowry because Bappebti has designated bitcoin as a commodity, which means it has value and price and can be traded like other commodities, and is also in accordance with the dowry requirements that have been determined as confirmed in the fiqh rules above. As for

The dowry requirements according to Sheikh Abdurrahman Al-Juzairi in the book of Fiqh Four Madzhab are :

1. The dowry must be something worth.
In this case, cryptocurrency has value because it can be used like money and can be exchanged or traded for money in Indonesia.
2. The dowry must be pure and permissible utilized.
With the existence of government regulations regarding the use of *cryptocurrency* in Indonesia. This means that these bitcoins can be used in accordance with applicable regulations.
3. The dowry cannot be in the form of items that are not owned by the person legitimate.
Of course, when giving a dowry in the form of bitcoin, it must be ensured that the bitcoin that will be given belongs purely to the groom who is getting married.

4. The dowry must be known and clear.

For example, if you want to give a dowry in the form of an animal, you must explain and know what animal will be used as a dowry.

C. KHI and MUI Reasoning Patterns Regarding the Legality of Using Cryptocurrency As Dowry

The principle of legality is fundamental in a legal state, where law governs and holds supreme authority. Hans Kelsen emphasizes that justice is achieved by adhering to the law, with a general rule being valid when consistently applied and implemented. The development of the principle of legality aims to legitimize laws within government power, ensuring justice and protection for all individuals.

In Indonesia, cryptocurrency is deemed legal under Law no. 10 of 2011, which amends Law no. 32 of 1997 on Commodity Futures Trading. Commodities, including crypto assets, are subject to futures contracts and other derivative contracts, regulated by the Commodity Futures Trading Regulatory Agency (CoFTRA). CoFTRA has the authority to approve physical transactions in commodities, including crypto assets, upon obtaining Bappebti's approval.

Various regulations, such as Minister of Trade Regulation No. 99 of 2018 and CoFTRA regulations from 2019 to 2020, further specify the policies and technical provisions for implementing crypto asset futures trading. This legal framework provides certainty for cryptocurrency as a tradable commodity in Indonesia.

The legality of using cryptocurrency as a dowry is governed by Islamic law, as outlined in the Compilation of Islamic Law (KHI). The KHI defines dowry in Chapter V, articles 30 to 38, and categorizes goods, including cryptocurrency, as an acceptable form of dowry. Islamic law requires the dowry to be valuable and have resale value, criteria that cryptocurrency meets, making it a valid dowry according to KHI.

In conclusion, cryptocurrency in Indonesia is legally recognized and tradable under CoFTRA regulations, while its use as a dowry is sanctioned by the Compilation of Islamic Law, aligning with the needs and legal awareness of Indonesian Muslims. Regarding the legality of the Indonesian Ulema's fatwa regarding the status of cryptocurrency, there are three provisions, namely:

1. The use of cryptocurrency as a currency is haram, because it contains *gharar* (uncertainty), *dharar* (danger) and is contrary to Law number 7 of 2011 concerning Currency and Bank Indonesia Regulation number 17 of 2015 concerning the Obligation to Use Rupiah in the Territory of the Unitary State of the Republic of Indonesia.
2. Cryptocurrency as a digital commodity/asset is not legally traded because it

contains *gharar*, *dharar*, *qimar* (gambling) and does not meet the syar'i requirements of *sil'ah* (commodity), namely: has physical form, has value, known exact amount, property rights, and can be submitted to buyer.

3. In the event that Cryptocurrency as a commodity/asset meets the requirements as *sil'ah* and has an underlying, and does not contain *gharar*, *dharar* and *qimar*, it is legal to traded

The MUI argues that Law number 7 of 2011 and Bank Indonesia Regulation number 17 of 2015, which they used in their fatwa against cryptocurrency, are not suitable as specific laws for crypto regulation. They assert that specific laws addressing cryptocurrency take precedence over general ones, as clarified in a prior analysis on the legality of cryptocurrency in Indonesia.

The second reason for deeming crypto trading illegal is based on Sharia principles. The MUI contends that crypto transactions involve *gharar* (uncertainty), *dharar* (harm), *qimar* (gambling), and do not fulfill the *sil'ah* (commodity) requirements according to Sharia. They argue that a valid commodity should have a physical form, value, known exact amount, property rights, and be transferable. Consequently, the MUI suggests that the perception of the Indonesian Muslim community, considering cryptocurrency as meeting *sil'ah* requirements, is flawed.

The MUI's fatwa aims to prevent potential harm or damage, emphasizing that the prohibition is not absolute. They clarify that cryptocurrency itself is not inherently forbidden; rather, it is the mechanism or circumstances surrounding it that may be considered haram. The legal provisions state that if cryptocurrency meets the criteria of a valid commodity and does not involve *gharar*, *dharar*, and *qimar*, it can be legally traded.

Despite the MUI declaring crypto as haram for use as a dowry, it is noted that this does not nullify the overall validity and legality of cryptocurrency, which is formally regulated in positive law. The MUI's fatwa is considered an expert opinion within the Islamic legal framework, and its hierarchical status does not equate to national legislation in Indonesia.

CONCLUSION

Based on the discussion presented in the previous chapter, the following conclusions can be drawn: (1) The phenomenon of using *cryptocurrency* as a dowry among Indonesian society, especially Indonesian Muslims, has varied views and is not a single perspective. There are groups who believe that *cryptocurrency* is haram so it cannot be

used as dowry. This prohibition is based on a fatwa from ulama such as the MUI which stipulates that *cryptocurrency* is haram for use because it contains elements of gharar. So that haram *cryptocurrency* can also be used as a dowry. The second group believes that *cryptocurrency* can be used as a dowry for marriage because *cryptocurrency* fulfills the sil'ah and fulfills the dowry requirements. The third view allows *cryptocurrency* as a dowry because it is legal and meets the dowry requirements, but the wife must be able to use the *cryptocurrency*. The mechanism for giving *cryptocurrency* as a dowry is that it must be known and agreed upon by both candidates. Mention it clearly at the time of the contract, it can be given in the form of a replica but a *cryptocurrency wallet account* is given beforehand. dukhul. (2) *Cryptocurrency* as a digital currency using blockchain technology is an investment item or object No tangible. Giving *cryptocurrency* as a marriage dowry is in accordance with the provisions contained in the compilation of Islamic law which emphasizes that a dowry is a gift from a prospective man to a prospective wife in the form of goods, money or services that does not conflict with Islamic law. The Indonesian Ulema Council views *cryptocurrency* as prohibited because it contains gharar, qimar. If it meets the requirements as sil'ah and has an underlying, does not contain gharar, dharar, and qimar, the law is valid. The MUI fatwa regarding the haram of *cryptocurrency* is more pressing as an effort to prevent dharar or damage and evil. This means that the MUI's prohibition on the use of *cryptocurrency* is not absolutely forbidden because basically *cryptocurrency* is not an object that is haram in its essence, it is just haram in its mechanism or haram ligairihi. If *cryptocurrency* does not contain dharar then *cryptocurrency* may be used as a marriage dowry.

BIBLIOGRAPHY

- Apriliani, C. A., Hamzani, A. I., & Wildan, M. (2023a). Legalitas Transaksi Aset Kripto Menurut Perspektif Hukum Islam. *Jurnal Ilmiah Mahasiswa Perbankan Syariah (JIMPA)*, 3(1), 113–124.
- Apriliani, C. A., Hamzani, A. I., & Wildan, M. (2023b). Legalitas Transaksi Aset Kripto Menurut Perspektif Hukum Islam. *Jurnal Ilmiah Mahasiswa Perbankan Syariah (JIMPA)*, 3(1), 113–124.
- Apriliani, C. A., Hamzani, A. I., & Wildan, M. (2023c). Legalitas Transaksi Aset Kripto Menurut Perspektif Hukum Islam. *Jurnal Ilmiah Mahasiswa Perbankan Syariah (JIMPA)*, 3(1), 113–124.
- Cadizza, R., & Yusandy, T. (2021). Pengaturan Cryptocurrency Di Indonesia Dan Negara-Negara Maju. *Jurnal Hukum Dan Keadilan "MEDIASI"*, 8(2), 137–149.

- Gantarang, G. (2022). *Relevansi Penentuan Kuantitas Mahar dalam Pernikahan Masyarakat Bugis Parepare (Stratifikasi Sosial Kontemporer) (Doctoral dissertation, IAIN Parepare)*.
- Hudaaka, Z. L., & Hanifuddin, I. (2023). Kejelasan sil 'ah Objektivikasi Cryptocurrency pada Aplikasi Pintu. *Jurnal Ilmiah Ekonomi Islam*, 9(01), 935–943.
- Kamal, A. M. (2015). *Fiqh al-Sunnah al-Nisa'diterjemahkan oleh Suwito, D dengan judul Shahih Fiqih Sunnah Wanita*. Cet.
- Miko, B. J. M. (2022). Konsepsi Hukum Mahar Cryptocurrency dalam Perkawinan. *Jurnal Ilmiah Universitas Batanghari Jambi*, 22(1), 126–131.
- Rusyd, I. (2002). *Bidayatul Mujtahid Wa Nihayatul Muqtashid: Jilid 1: Referensi Lengkap Fikih Perbandingan Madzhab* (Vol. 1). Pustaka Al-Kautsar.
- Sholeh, M. A. N., Faiz, M. F., & Anwar, M. M. (2022). A Critical Analysis of Islamic Law and Fatwa of MUI (Majlies Ulama Indonesia) & NU (Nahdlatul Ulama') on A Gold-Backed Cryptocurrency (OneGram). *AL-IHKAM: Jurnal Hukum & Pranata Sosial*, 17(2), 506–530.
- Supriyanto, S., Siswoyo, S., & Dian, R. (2021). Cryptocurrency: Sejarah dan Perkembangannya. *Journal Islamic Banking*, 1(1), 28–35.
- ZULAIFI, Z. (2022). Konsep Mahar Menurut Pemikiran Ulama Empat Mazhab dan Relevansinya di Era Kontemporer. *QAWWAM*, 16(2), 105–120.

Copyright holders:

Lia Novita Sari, Ishaq, Sri Lumatus Sa'adah (2023)

First publication rights:

Journal of Syntax Admiration

This article is licensed under:

