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Ijma' on the Prohibition of Bank Interest: A Critical Analysis of Yusuf Al-Qaradawi's View (1926–2022)

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Abstract

Throughout Islamic history, the prohibition of interest has faced diverging opinions with sharp disagreements between those who forbid and allow it. Despite this, Yusuf al-Qaradawi (1926-2022), a prominent contemporary scholar, views the prohibition of bank interest as ijma (consensus) that is indisputable. This view appears unusual given the strict theoretical requirements in usuliyyah to claim ijma. This article traces al-Qaradawi's argumentation regarding the consensus on bank interest and analyzes it using the usul fiqh theory of ijma. This is qualitative research relying on literature, specifically al-Qaradawi's works, analyzed via triangulation, namely the use of deductive and inductive methods in a proportional manner. The study finds that al-Qaradawi's claim rests on agreements by international Islamic bodies, including Al-Azhar (1965), the Fiqh Academy of Makkah (1985), and the OIC Fiqh Academy in Jeddah (1986). However, when analyzed through ijma theory, this claim fails to meet essential elements, specifically the requirement for unanimous agreement among all mujtahids globally without exception. The conference attendees did not fully represent all mujtahids worldwide, making total consensus impossible. Consequently, the argument lacks the binding force of ijma and remains a non-binding ijtihad or fatwa. In general, it can be affirmed that the laws of ijmak in fiqh are essentially only claims, because the evidence of the achievement of ijmak as stipulated in the fiqh proposal can never really be shown.

INTRODUCTION

Since the earliest emergence of debates concerning bank interest, significant *ikhtilāf* (juristic disagreement) has existed among Muslim scholars. In almost every historical period, two opposing views have continued to coexist: those who prohibit bank interest and those who permit it. This divergence has also been evident in major centres of Islamic scholarship that have long functioned as global references for Muslim communities, including Egypt and al-Azhar.[1] From a logical perspective, therefore, the establishment of *ijmāʿ* regarding the legal status of bank interest—whether its prohibition or permissibility—appears nearly impossible, particularly when *ijmāʿ* is understood in accordance with the theoretical framework of mainstream *uṣūl al-fiqh*.[2]

This situation is understandable. Although the majority of Muslim scholars and Muslims in general cognitively regard bank interest as prohibited, empirically many continue to engage in transactions with conventional banking institutions. In Indonesia, for instance, the market share of Islamic banking does not exceed approximately five to six per cent, while the remaining share is dominated by conventional banks.[3] This condition illustrates a discrepancy between normative belief and empirical practice: while bank interest is widely perceived as unlawful at the level of legal consciousness, actual financial behaviour frequently reflects otherwise.

Despite the apparent difficulty—if not impossibility—of achieving a unanimous fatwa on the prohibition of bank interest in the contemporary period, a prominent Muslim scholar nonetheless advanced such a claim. Yusuf al-Qaradawi explicitly asserted that the prohibition of bank interest has reached the level of *ijmāʿ*. He argued that Islamic legal and economic institutions across the Muslim world have reached a consensus that bank interest constitutes *ribā* and is therefore prohibited. According to al-

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[1] Muh Arafah et al., "Bunga Bank Bukan Riba Yang Diharamkan: Sebuah Analisis Pendapat Para Ahli," *Tadayun: Jurnal Hukum Ekonomi Syariah* 4, no. 2 (2023): 109–24, https://doi.org/10.24239/tadayun.v4i2.105; Jamal Abdul Aziz and Tulus Suryanto, "Is An Islamic Economic System Possible Without the Prohibition of Interest (Riba): A Critical Appraisal of A Shari'ah Compliant Economic System as Envisioned by Sjafruddin Prawiranegara (1911-1989) in Indonesia," *Manchester Journal of Transnational Islamic Law & Practice* 20, no. 4 (2004): 36–52.

[2] Muhammad ibn 'Ali ibn Muhammad Al-Syawkani, *Irsyad Al-Fuhul Ila Tahqiq al-Haqq min 'Ilm al-Usul* (Mesir: Mustafa al-Babi al-Halabi, 1937); 'Abd al-Wahhab Khallaf, *'Ilm Usul al-Fiqh* (Kuwayt: Dar al-Qalam, 1978); 'Ali 'Abd al-Raziq, *al-Ijma' fi al-Syari'ah al-Islamiyyah* (Cairo: Dar a-Fikr al-'Arabi, 1947).

[3] M. Nur Rianto Al Arif and Yuke Rahmawati, "Determinant Factors of Market Share: Evidence from the Indonesian Islamic Banking Industry," *Problems and Perspectives in Management* 16, no. 1 (2018): 392–98, https://doi.org/10.21511/ppm.16(1).2018.37; Dyan Fauziah Suryadi et al., "The Role of Religion and Social Capital on Employees' Performance: An Empirical Study Post Indonesia's Islamic Bank Merger," *Cogent Business and Management* 10, no. 2 (2023), https://doi.org/10.1080/23311975.2023.2207676; T.A. Hati, S.R.H., Dayana, "A Qualitative Study of Islamic Bank Patronage," in *30th International Business Information Management Association Conference, IBIMA 2017* (Madrid: IBIMA, 2017), 4996-4999.

Qaradawi, this *ijmāʿ* has existed since 1965 and has continued uninterrupted to the present day. Al-Qaradawi identified three principal institutional resolutions as the foundations of this alleged consensus: first, the decision of the Majmaʿ al-Buḥūth al-Islāmiyyah (Islamic Research Academy) of al-Azhar in Cairo issued in 1965; second, the resolution of the Islamic Fiqh Academy of the Muslim World League in Makkah in 1985; and third, the resolution of the Islamic Fiqh Academy of the Organisation of Islamic Cooperation (OIC) in Jeddah in 1986.[4]

A survey of both institutional and individual fatwas concerning the prohibition of bank interest reveals that al-Qaradawi's writings appear to be the only source that explicitly advances a claim of ijmaʿ on this issue.[5] Given his scholarly stature and intellectual authority, this claim invites serious scrutiny. Al-Qaradawi was well aware that ijmaʿ in Islamic law is not easily established, particularly with respect to a highly controversial issue such as bank interest. This difficulty is further compounded in the modern period, in which scholars are dispersed across the globe. Achieving an absolute and exceptionless legal consensus among all mujtahids is therefore extremely unlikely. Additional complications arise from definitional questions regarding who qualifies as a mujtahid and who possesses the authority to confer that status, such that a scholar's opinion may be counted within a claim of ijmaʿ.

Classical uṣūl scholars generally define ijmaʿ as the agreement of the mujtahids of the Muslim community, after the death of the Prophet Muḥammad, upon a legal ruling concerning a new issue for which there is no explicit textual evidence.[6] Some scholars, such as al-Naẓẓām and segments of the Shīʿī tradition, maintained that ijmaʿ in this strict sense is impossible. Ibn Taymiyyah similarly asserted that a verifiable ijmaʿ can only be confidently known to have occurred during the era of the Companions, while its occurrence in subsequent periods is highly doubtful.[7]

Accordingly, this study seeks to address two principal questions. Firstly, what arguments underpin Yusuf al-Qaradawi's claim that the prohibition of bank interest has

[4] Yusuf Al-Qaradawi, *Fawa`id al-Bunuk Hiya al-Riba al-Haram* (Cairo: Dar al-Sahwah li al-Nasyr wa al-Tawzi', 1994), 69.
[5] Muhammad Yasir Yusuf, "Dinamika Fatwa Bunga Bank Di Indonesia: Kajian Terhadap Fatwa MUI, Muhammaddiyah Dan Nahdhatul Ulama," *Media Syari'ah : Wahana Kajian Hukum Islam Dan Pranata Sosial* 14, no. 2 (2012): 151, https://doi.org/10.22373/jms.v14i2.1872; Moh Mufid, *Ushul Fiqh Ekonomi Dan Keuangan Kontemporer: Dari Teori ke Aplikasi* (Jakarta: Prenada Media, 2016); Agustianto, "Ijma' Ulama Tentang Keharaman Bunga Bank," Iqtishad Consulting, 2015.
[6] Al-Syawkani, *Irsyad al-Fuhul Ila Tahqiq al-Haqq min 'Ilm al-Usul* (Mesir: Mustafa al-Babi al-Halabi, 1937), 71; 'Abd al-Wahhab Khallaf, *'Ilm Usul al-Fiqh* (Kuwayt: Dar al-Qalam, 1978), 45.
[7] Muhammad ibn Isma'il al-Amir al-San'ani, *Mazaliq al-Usuliyyin wa Bayan al-Qadr al-Muhtaj Ilayh min 'Ilm al-Usul* (al-Kuwayt: Maktabah Ahl al-Asar, 2004), 64.

attained the status of ijmaʿ. Secondly, how should this claim be assessed when examined through the theoretical framework of Islamic legal theory (uṣūl al-fiqh).

If viewed from its history, the emergence of the concept of *ijma'* is motivated by the desire to obtain the power and legitimacy of fiqh law outside revelation, yet it has a binding force as strong and broad as revelation. The source of teachings that come from revelation (the Qur'an and Sunnah) clearly has legitimacy from God. Its binding force is strong and wide, applicable to all Muslims. However, in the absence of legal rules in the two sources of revelation, while the new rules are needed in society, the ruler needs the support of the legitimacy of religion, which is then formalised into *ijma'*. With its strong binding force on Muslims as a whole, it needs to be supported by a consensus among the jurists or leaders of the ummah against the legal decision. With a concept like this, there is no reason for some Muslims to disagree with the agreement. Non-compliance with the *ijma'* law will be considered as disobedience to the ruler, in a political context, or as a strange group (*shaz*) that leads to error. Therefore, when the concept of *ijma'* is then used by one or more fatwa institutions to strengthen the legitimacy of its views, it will easily be seen as a unilateral claim by those who disagree with the view. As a consequence, the binding force is not as strong as the *ijma'* supported by all scholars or leaders of the ummah in various places.

Literature Review

This literature review aims to map existing studies on Yusuf al-Qaradawi's thought, the legal controversy surrounding bank interest in Islam, and *ijmāʿ* in the history of the Muslim community, insofar as the author has identified them in articles published in reputable international journals, as well as in other works in the form of books.

1. Studies on Yusuf al-Qaradawi

Studies on Yusuf al-Qaradawi's thought are predominantly focused on legal aspects. This is hardly surprising, as he is widely recognised as one of the leading jurists (*fuqahāʾ*) of the contemporary period.

Ron Shaham, in his work entitled *"Legal Maxims (qawāʿid fiqhiyya) in Yūsuf al-Qaraḍāwī's Jurisprudence and Fatwas,"* examines the use of legal maxims in al-Qaradawi's juridical reasoning and fatwas.[8] Murie Hassan, in *"Yusuf al-Qaradawi's Jurisprudence of Priorities: A Critical Assessment,"* analyses al-Qaradawi's concept of the jurisprudence of

[8] Ron Shaham, "Legal Maxims (Qawā'id Fiqhiyya) in Yūsuf Al-Qaradāwī's Jurisprudence and Fatwas," *Journal of the American Oriental Society* 140, no. 2 (2020): 435–53, https://doi.org/10.7817/jameroriesoci.140.2.0435.

priorities (*fiqh al-awlawiyyāt*), which is grounded in the sources of Islamic law.[9] Similarly, Jamal Abdul Aziz et al., in "*Yusuf Al-Qaraḍāwī's Theory of Zakat and Taxes and Its Relevance to Zakat and Taxation Law in Indonesia,*" critically examine al-Qaradawi's firm rejection of equating zakat with taxation.[10] Nevertheless, relatively few works address al-Qaradawi's political views. Among these is the article by Ainul Asyraf Lokman and Mohd Roslan Mohd Nor, "*Navigating Peace: Al-Qaradawi's Critique of Arab–Israeli Relations in the Trump Era.*" This article identifies al-Qaradawi's firm opposition to the signing of the Abraham Accords by several Arab states, which he considered likely to lead to the normalisation of relations with Israel.[11]

Several books have also addressed al-Qaradawi's thought, including *al-Radd ʿalā al-Qaradāwī wa al-Judayʿī* by ʿAbd Allāh Ramaḍān ibn Mūsā and *al-Qaradāwī fī al-Mīzān* by Sulaymān ibn Ṣāliḥ al-Khurrashī. The former critiques al-Qaradawi's views on music and singing,[12] while the latter presents a biography of al-Qaradawi along with his positions on various mainstream religious issues.[13] However, neither the aforementioned articles nor the books discuss Yusuf al-Qaradawi's views on bank interest.

2. Debates on Ribā and Interest

With regard to studies on the legal controversy surrounding bank interest, a number of articles have been published in reputable international journals. Nevertheless, none of these specifically examines al-Qaradawi's fatwa on the prohibition of bank interest, let alone analyses in detail the claim of *ijmāʿ* regarding such prohibition. The same applies to works published in book form. Among the articles addressing the controversy over the prohibition of bank interest is the study by Burhanudin Harahap and Tastaftiyan Risfandy, "*Islamic Organization and the Perception of Ribā (Usury) and Conventional Banks Among Muslims: Evidence from Indonesia.*" This study finds that 93 per cent of Indonesian Muslims state that *ribā* is prohibited in Islam; however, some of them do not agree that *ribā* is identical to the lending and borrowing mechanisms practised by conventional

[9] Murie Hassan, "Yusuf Al-Qaradawi's Jurisprudence of Priorities: A Critical Assessment," *American Journal of Islam and Society* 40, no. 1–2 (2023): 77–120, https://doi.org/10.35632/ajis.v40i1-2.3190.
[10] Jamal Abdul Aziz et al., "Yusuf Al-Qaraḍāwī's Theory of Zakat and Taxes and Its Relevance to Zakat and Taxation Law in Indonesia," *Journal of Ecohumanism* 3, no. 4 (2024): 1169–82, https://doi.org/10.62754/joe.v3i4.3650.
[11] Ainul Asyraf Lokman and Mohd Roslan Mohd Nor, "Navigating Peace: Al-Qaradawi's Critique of Arab-Israeli Relations in the Trump Era," *International Journal of Islamic Thought* 25 (2024): 1–14, https://doi.org/10.24035/ijit.25.2024.281.
[12] 'Abd Allah ibn Ramadan Musa, *al-Radd ʿala al-Qaradawi wa al-Judayyi"* (Dubai: al-Asariyyah li al-Turas, 2007).
[13] Sulayman ibn Salih al-Khurrasyi, *al-Qaradawi fi al-Mizan* (Riyad: Dar al-Jawab li al-Nasyr wa al-Tawzi', 1999).

banks. Moreover, the study also finds that involvement in Islamic religious organisations actually strengthens the perception that *ribā* is not the same as bank interest.[14]

The article by Abd Hadi and Muhammad Arfan Muʿammar, "*The Variant of Thought of the Muhammadiyah Price Elites in Conducting Usury and Interest of Bank,*" identifies two variants of opinion among Muhammadiyah elites regarding the legal status of bank interest. The first variant consists of younger thinkers influenced by Islamic modernism, who argue that *ribā* refers to any excess over the principal loan that causes harm to the parties involved. Consequently, not every excess constitutes *ribā*. This group places greater emphasis on the substantive objectives of the law rather than on legal formalism. The second variant comprises a smaller group of older thinkers who follow a neo-revivalist approach that emphasises legal formalism. This group maintains that Qurʾānic verses containing legal rulings—such as those concerning *ribā*—are definitive (*qaṭʿī*) and must be interpreted textually. Since *ribā* is defined as an excess over the principal, and bank interest also constitutes an excess over the principal, they conclude that bank interest is prohibited.[15]

Furthermore, Ali Rıza Gül, in his article "*The Concept of Jāhiliyya Usury (Ribā) as the Basis of Interest Prohibition in Islam,*" finds that *ribā jāhiliyyah* serves as the basis for the doctrine prohibiting bank interest in Islam. However, the precise boundaries of *ribā jāhiliyyah* itself remain unclear, even though it is mentioned in several prophetic traditions.[16] An article published in a national journal by Suparman, Suwardi, and Saini, entitled "*Menggugat Konsensus (Ijmaʿ) Keharaman Bunga Bank,*" critiques the views of certain groups that claim the existence of *ijmāʿ* on the prohibition of bank interest. Nevertheless, this article does not address Yusuf al-Qaradawi's views at all. Its critique is directed instead at two Indonesian authors who support the claim of *ijmāʿ* on the prohibition of interest, namely Moh. Mufid[17] and Agustianto. [18] In this article, the authors

[14] Burhanudin Harahap and Tastaftiyan Risfandy, "Islamic Organization and the Perception of Riba (Usury) and Conventional Banks Among Muslims: Evidence From Indonesia," *SAGE Open* 12, no. 2 (2022), https://doi.org/10.1177/21582440221097931.
[15] Abd Hadi and Muhammad Arfan Mu'ammar, "The Variant of Thought of the Muhammadiyah Price Elites in Conducting Usury and Interest of Bank," *Humanities and Social Sciences Reviews* 7, no. 4 (2019): 997–1003, https://doi.org/10.18510/hssr.2019.74136.
[16] Ali Riza Gül, "The Concept of Jahiliyya Usury (Riba) as the Basis of Interest Prohibition in Islam," *Cumhuriyet Ilahiyat Dergisi* 21, no. 1 (2017): 701–48, https://doi.org/10.18505/cuid.307384.
[17] *The author of Ushul Fiqh Ekonomi dan Keuangan Kontemporer: Dari Teori ke Aplikasi (Jakarta: Prenamedia Group, 2016).*
[18] Founder of Iqtishad Consulting; member of the National Sharia Council of the Indonesian Council of Ulama (DSN–MUI); First Vice Chairman of the Indonesian Association of Islamic Economists; and lecturer in the Graduate Program of Islamic Economics and Finance at the University of Indonesia.

challenge the claim of *ijmāʿ* by drawing upon *ijmāʿ* theory in *uṣūl al-fiqh*.[19] Both Mufid and Agustianto partially base their claim of *ijmāʿ* on Yusuf al-Qaradawi's views.[20]

As for the works of prominent scholars concerning the prohibition of interest, these generally do not include a claim of *ijmāʿ*. Wahbah al-Zuḥaylī states in his book that contemporary bank interest constitutes *ribā al-nasīʾah*, the harmful consequences of which are clearly evident, and therefore carries the same legal ruling and sin as *ribā*.[21] Similarly, Abū Zahrah asserts that the *ribā* referred to in the Qurʾān is the same as that commonly practised in banks and society today, and that its prohibition is beyond doubt.[22] The same position is found in other scholarly works. It appears that al-Qaradawi is the only scholar who explicitly asserts the existence of *ijmāʿ* on the prohibition of bank interest, a view later followed by the Indonesian scholar Moh. Mufid and the Islamic economics activist Agustianto.

Theoretical Framework

In general, *ijmāʿ* is defined as the legal consensus of the *mujtahids* of the community of Muhammad (peace be upon him) after his death, in a particular period, concerning a matter for which there is no explicit textual evidence (*naṣṣ*). Based on this definition, the agreement or disagreement of lay Muslims does not constitute *ijmāʿ*. Likewise, a consensus reached by only some *mujtahids* cannot be regarded as *ijmāʿ*. In addition, the phrase "in a particular period" refers to the totality of *mujtahids* who existed at the time the legal event occurred. Accordingly, the agreement of those who attained the status of *mujtahid* after the event does not fall within the qualification of *ijmāʿ*.[23] When analysed anatomically, *ijmāʿ* must fulfil the elements contained in the definition above, namely: (1) the existence of a number of *mujtahids* at the time a legal event occurs; (2) the occurrence of consensus on the legal ruling of that event among all *mujtahids* across the Muslim world, not merely within a single country or region; (3) the expression of this consensus explicitly or through concrete action indicating approval; and (4) the attainment of consensus among all *mujtahids* regarding a ruling of Islamic law (*ḥukm sharʿī*). If only the majority agree, *ijmāʿ* is not realised. Consequently, its legal authority does not reach the

[19] Suparman, Suwardi, and Saini, "Menggugat Konsensus (Ijma') Keharaman Bunga Bank," *Al Itmamiy Jurnal Hukum Ekonomi Syariah (Muamalah)* 6, no. 1 (2024): 01–14, https://doi.org/10.55606/ai.v6i1.880.
[20] Mufid, *Ushul Fiqh Ekonomi Dan Keuangan Kontemporer: Dari Teori Ke Aplikasi*; Agustianto, "Ijma' Ulama Tentang Keharaman Bunga Bank," Iqtishad Consulting, 2015, https://www.iqtishadconsulting.com/content/read/blog/ijma-ulama-tentang-keharaman-bunga-bank.
[21] Wahbah al-Zuhayli, *al-Fiqh al-Islami wa Adillatuh*, cet. 2 (Damaskus: Dar a-Fikr, 1985), IV: 682.
[22] Muhammad Abu Zahrah, *Buhus fi al-Riba* (Cairo: Dar a-Fikr al-'Arabi, n.d.), 22.
[23] Al-Syawkani, *Irsyad al-Fuhul,* 71.

level of *qaṭ'iyyah mulzimah* (definitive and binding upon Muslims). Conversely, if all four elements are fulfilled, *ijmā'* becomes a binding rule of Islamic law that must be followed and obeyed, and is closed to further *ijtihād*.[24]

Some groups, such as al-Naẓẓām and certain Shi'i scholars, hold that the occurrence of *ijmā'* is impossible. By contrast, the majority of scholars (*jumhūr al-'ulamā'*) maintain that *ijmā'* is indeed possible. They regard the denial of its possibility as an attempt to invalidate subsidiary legal rulings (*furū'*) by negating the methodological path through which such rulings are established.[25] With respect to its probative authority (*ḥujjiyyah*), the majority of Muslims agree that *ijmā'* constitutes a binding source of Islamic law (*ḥujjah shar'iyyah*) that must be followed by every Muslim. This stands in contrast to some groups, such as the Shi'a, the Khārijites, and al-Naẓẓām, who argue that *ijmā'* is not a valid legal proof.[26]

'Abd al-Wahhāb Khallāf argues that *ijmā'*, as defined above—particularly the phrase "in a particular period after the death of the Prophet (peace be upon him)"—is empirically and technically impossible, even during the time of the Companions. What occurred during that period was merely the agreement of scholars or learned individuals who were present in the legal deliberations of a given case. Thus, in essence, *ijmā'* during the era of the Companions was a legal ruling produced through collective consultation among a group of scholars, rather than the opinion of an individual. Even if *ijmā'* is assumed to have occurred, explicit consensus (*ijmā' ṣarīḥ*) possesses *qaṭ'ī al-dalālah* status, whereas tacit consensus (*ijmā' sukūtī*), expressed through silence or non-opposition, has *ẓannī al-dalālah* status.[27]

Al-Bazdawī and a group of Ḥanafī scholars maintain that *ijmā'* has several hierarchical levels. The consensus of the Companions holds a status equivalent to the Qur'ān and *mutawātir* ḥadīth. Consensus formed after the era of the Companions is equivalent to *mashhūr* ḥadīth, whereas consensus reached after prior disagreement (*ikhtilāf*) holds a status equivalent to *āḥād* ḥadīth.[28]

Maḥmūd Shaltūt asserts that *ijmā'* is the foundation of Islamic law that has generated the greatest degree of disagreement among scholars and legal schools. These differences encompass almost all aspects: its definition, the possibility of its occurrence, the possibility of knowing that it has occurred, and the strength of its evidentiary value.[29]

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[24] Khallaf, *'Ilm Usul al-Fiqh,* 45-46.
[25] 'Ali 'Abd al-Raziq, *Al-Ijma' fi al-Syari'ah al-Islamiyyah* (Cairo: Dar a-Fikr al-'Arabi, 1947), 11.
[26] Al-Raziq, *Al-Ijma',* 26 dan seterusnya.
[27] Khallaf, *'Ilm Usul al-Fiqh,* 50-52.
[28] Al-Raziq, *Al-Ijma',* 91-92.
[29] Mahmud Syaltut, *al-Islam 'Aqidah wa Syari'ah* (n.p.: Dar al-Qalam, 1966), 69-70.

Although, theoretically, *ijmāʿ* may occur according to the majority of scholars, in practice it is extremely difficult to prove. For this reason, Aḥmad ibn Ḥanbal stated that whoever claims consensus on a legal opinion is a liar.[30] Shaltūt even provides a subheading in his book *al-Islām ʿAqīdah wa Sharīʿah* entitled *Shuyūʿ Ḥikāyat al-Ijmāʿ fī Masāʾil al-Khilāfiyyah* (The Proliferation of Claims of Consensus in Disputed Matters). He cites numerous issues that remain disputed yet are nevertheless claimed to be matters of consensus across the fields of jurisprudence (*fiqh*), legal theory (*uṣūl al-fiqh*), and theology (*kalām*). In jurisprudence, for example, claims of *ijmāʿ* are made regarding the validity of triple divorce pronounced at once, the prohibition of horse meat, and the permissibility of consuming monitor lizards. In *uṣūl al-fiqh*, claims of consensus arise concerning the use of *āḥād* ḥadīth as legal evidence, prioritising *ijmāʿ* over textual evidence in cases of conflict (*taʿāruḍ*), and the use of analogy (*qiyās*). In theology, claims of *ijmāʿ* appear in issues such as the beatific vision of God, the emergence of the Mahdī, the Dajjāl, and the descent of Jesus. Yet all these issues remain disputed among scholars, rendering genuine *ijmāʿ* impossible.[31]

ʿAlī Jumʿah has demonstrated the wide diversity of definitions of *ijmāʿ* among scholars. These range from Imām al-Shāfiʿī (d. 150 AH), who did not define *ijmāʿ* in *al-Risālah*; to al-Naẓẓām (d. 231 AH), who defined it as "any opinion supported by strong evidence, even if it is held by an individual"; to Abū al-Ḥusayn al-Baṣrī (d. 436 AH), who defined it as "the agreement of a group of people on a matter, whether to perform or refrain from it"; and finally to Shaykh ʿAbd al-Ḥamīd Quds (d. 1326 AH), who defined it as "the agreement of every *mujtahid* from among the jurists of the community of Muhammad (peace be upon him), in a particular period after his death, concerning a legal case." They agree on only one point: that *ijmāʿ* entails agreement. Beyond that, their definitions diverge, both in factual scope and in stipulated conditions. The greater the number of clauses in a definition, the smaller the likelihood of its occurrence. The narrowest definition states that *ijmāʿ* is "the agreement of the *mujtahids* of the community of Muhammad after his death on a religious matter, in a particular period extending until the end of time, which has never previously been disputed by an independent *mujtahid* across legal schools."[32]

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[30] Alu Taymiyyah, *al-Musawwadah fi Usul al-Fiqh*, ed. Muhammad Muhy al-Din 'Abd al-Hamid (Cairo: Matba'ah al-Madani, n.d.), 315; Alu Taymiyyah, *Al-Muswwadah fi Usul al-Fiqh*, ed. Ahmad ibn Ibrahim ibn 'Abbas al-Zarwi (Riyad: Dar al-Fadilah, 2001), 616; Abu Ishaq Ibrahim ibn Musa al-Syatibi al-Andalusi, *al-I'tisam*, ed. Ahmad 'Abd al-Syafi (Beirut: Dar Kutub al-Ilmiyyah, n.d.), 262; 'Ali ibn Ahmad ibn Hazm Al-Andalusi, *Al-Ihkam fi Usul al-Ahkam* (Cairo: Dar al-Hadis, 1984), IV: 573.

[31] Mahmud Syaltut, *Al-Islam 'Aqidah wa Syari'ah*.

[32] 'Ali Jum'ah, *Al-Ijma' 'inda al-Usuliyyin*, al-tib'ah al-saniyah (Cairo: Dar al-Risalah, 2009), 7-12.

Out of twenty-eight definitions of *ijmāʿ* from the classical to the modern period, ʿAlī Jumʿah considers the definition of al-Bayḍāwī to be the most representative, namely: "the agreement of the *ahl al-ḥall wa al-ʿaqd* (the *mujtahids*) of the community of Muhammad on a matter."[33] According to him, *ijmāʿ* is of two types: general *ijmāʿ* and specific *ijmāʿ*. General *ijmāʿ* refers to teachings that have been practised by the entire Muslim community such that they are unquestionably known aspects of the religion, such as the obligation of the five daily prayers, the obligation of pilgrimage for those who are able, and the prohibition of intoxicants. Denial of these teachings constitutes disbelief. These matters are agreed upon by both lay Muslims and *mujtahids* across generations. Specific *ijmāʿ*, on the other hand, refers to consensus among *mujtahids* (*uṣūliyyūn*), such as the consensus of the Rightly Guided Caliphs, the consensus of the *Ahl al-Bayt*, or the consensus of the scholars of Madinah.[34]

According to ʿAlī Jumʿah, the probative authority of *ijmāʿ* depends on three elements: (1) the possibility of its occurrence; (2) the possibility of identifying the existence of *mujtahids* involved; and (3) the possibility of its accurate transmission to the community. Muslims have unanimously accepted the occurrence of *ijmāʿ*, recognised the presence of *mujtahids* within it, and received its transmission correctly as a religious teaching that must necessarily be known (*maʿlūm min al-dīn bi al-ḍarūrah*). This is the general *ijmāʿ* referred to above. It constitutes definitive (*qaṭʿī*) legal proof and is closed to opposing views.[35] As for specific *ijmāʿ*, the majority of scholars maintain that these three elements may be fulfilled, rendering it a valid legal proof, while a minority argue that this type of *ijmāʿ* cannot serve as binding evidence.[36]

Among the scholars who regard the probative authority of *ijmāʿ* as definitive (*qaṭʿī*) are Imām al-Shāfiʿī, Abū Bakr al-Ṣayrafī, Abū Isḥāq al-Shīrāzī, al-Khaṭīb al-Baghdādī, al-Juwaynī, Ibn Barhān, al-Dabūsī, and al-Ghazālī. Those who oppose this view include al-Rāzī, who holds that *ijmāʿ* has only *ẓannī* status.[37]

With regard to the prohibition of bank interest, controversy surrounding this issue has existed since the earliest debates among scholars on the legal status of bank interest. Rashīd Riḍā, for instance, issued a fatwa in the 1930s indicating that the prohibition of interest is not absolute, but rather depends on its characteristics—whether it is exploitative or not. In subsequent periods, many scholars and Muslim intellectuals have

[33] Nasir al-Din 'Abd Allah ibn 'Umar al-Baydawi, *Minhaj al-Wusul ila 'Ilm al-Usul*, ed. Sya'ban Muhammad Isma'il (Beirut: Dar Ibn Hazm, 2008), 173; Jum'ah, *Al-Ijma' 'inda al-Usuliyyin,* 12.
[34] Jum'ah, *Al-Ijma' 'inda al-Usuliyyin*, 6.
[35] *Ibid*., 17.
[36] *Ibid.*, 21-23.
[37] *Ibid.*, 25.

tended to permit bank interest, despite claims that the majority prohibit it. Among them are Fazlur Rahman, Abdullah Saeed, Sayyid Tantawi, Sjafruddin Prawiranegara,[38] Dawam Rahardjo, and even Egypt's Dār al-Iftāʾ.[39] This historical reality of disagreement over the legal status of bank interest cannot be ignored. It demonstrates the difficulty of unifying scholarly opinion on the issue of bank interest.

METHODS

This study adopts a qualitative library-based research design. Data were collected through documentation, with the primary sources consisting of Yusuf al-Qaradawi's writings that directly address bank interest and Islamic legal methodology. These include, in particular, Fawāʾid al-Bunūk Hiya al-Ribā al-Ḥarām (1994), al-Ijtihād fī al-Sharīʿah al-Islāmiyyah maʿa Naẓarāt Taḥlīliyyah fī al-Ijtihād al-Muʿāṣir (1996), and al-Fiqh al-Islāmī Bayna al-Aṣālah wa al-Tajdīd (1999). Secondary sources comprise scholarly works that analyse al-Qaradawi's thought as well as studies addressing broader debates on ribā, bank interest, and ijmaʿ in Islamic law. Additional materials were used as supporting sources. Data analysis was conducted qualitatively through triangulation, enabling the cross-verification of arguments and interpretations across multiple sources.

RESULT AND DISCUSSION

1. A Brief Biography of Yusuf al-Qaradawi

Shaykh Yusuf al-Qaradawi was one of the founders and the president of the International Association of Muslim Scholars as well as the European Council for Fatwa and Research. He maintained a well-known personal website, *Islam Online*, available in both Arabic and English. He was also an extraordinarily prolific author, having written no fewer than one hundred books on Islam and its teachings. Among his peers, his scholarly reputation was held in very high esteem. Mustafa al-Zarqāʾ, for example, stated that owning *al-Ḥalāl wa al-Ḥarām fī al-Islām* is an obligation for every Muslim family. Meanwhile, Abū al-Aʿlā al-Mawdūdī described *Fiqh al-Zakāh* as the finest work in the field of Islamic law in the twentieth century. His influence was further amplified by his regular appearances on the television programme *al-Sharīʿah wa al-Ḥayāh*, broadcast by Al Jazeera.[40]

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[38] Jamal Abdul Aziz and Tulus Suryanto, "Is An Islamic Economic System Possible Without the Prohibition of Interest (Riba): A Critical Appraisal of A Shari'ah Compliant Economic System as Envisioned by Sjafruddin Prawiranegara (1911-1989) in Indonesia."
[39] Arafah et al., "Bunga Bank Bukan Riba Yang Diharamkan: Sebuah Analisis Pendapat Para Ahli."
[40] Ana Belén Soage, "Shaykh Yusuf Al-Qaradawi: Portrait of a Leading Islamic Cleric," *Middle East Review of International Affairs* 12, no. 1 (2008): 51–68.

Yusuf Mustafa al-Qaradawi was born in 1926 in Sift Turab,[41] a small village on the banks of the Nile River, where one of the Prophet's Companions, ʿAbd Allāh ibn al-Ḥārith—who participated in the conquest of Egypt (639–641 CE)—once lived and was buried. Al-Qaradawi's father passed away when he was only two years old, and he was subsequently raised by his mother in the household of his uncle, Ahmad, a poor farmer who treated him as his own son. The al-Qaradawi family was deeply religious and strongly attached to tradition. He completed the memorisation of the Qurʾān at the age of nine,[42] at which time he was already bestowed with the title of *shaykh*.[43]

Al-Qaradawi married Isʿād ʿAbd al-Jawād, known as Umm Muhammad, in December 1958, and they were blessed with four daughters (Ilham, Saham, ʿAlāʾ, and Asmāʾ) and three sons (Muhammad, ʿAbd al-Raḥmān, and Usāmah). Ilham is a professor of nuclear physics at Qatar University and holds both master's and doctoral degrees from the United Kingdom. Saham is a professor of photochemistry and likewise obtained her master's and doctoral degrees in the United Kingdom. Meanwhile, ʿAbd al-Raḥmān is an Egyptian poet, a graduate of the Faculty of Sharīʿah at Qatar University, and holds a master's degree in *maqāṣid al-sharīʿah* from the Faculty of Dār al-ʿUlūm, Cairo University.[44]

Al-Qaradawi once worked at Egypt's Ministry of Awqāf, albeit briefly. He also served in the cultural division of al-Azhar University, and in 1962 he was sent to Qatar to manage its representative office. In Doha, he founded the Department of Islamic Studies and the Faculty of Islamic Law and Islamic Studies at the Teacher Training College. In 1973, he earned his doctoral degree from al-Azhar University with a dissertation entitled *The Role of Zakāh in Addressing Social Problems*.[45] Thereafter, he authored a vast number of books, played an active role in the establishment of Islamic banks, and rose to celebrity status through his broadcasts on Al Jazeera.[46]

Al-Qaradawi was known to have disagreements with a number of prominent religious figures, among them Muhammad Sayyid Tantawi, the Grand Mufti of Egypt (1986–1996)[47] and later the Grand Imam (Shaykh) of al-Azhar (1996–2009).[48] In his remarks following Shaykh Tantawi's death, al-Qaradadawi stated that he, together with

[41] Other authors refer to it as Saft al-Turab. See *ibid.*
[42] Helfont states that he was ten years old. See ibid.
[43] Soage, "Shaykh Yusuf al-Qaradawi", hlm. 52.
[44] marefa.org, "يوسف القرضاوي - المعرفة," September 27, 2022, https://www.marefa.org/يوسف_القرضاوي.
[45] Judul aslinya adalah *Dawr al-Zakah fi 'Ilaj al-Musykilat al-Iqtisadiyyah fi al-Mujtama'*.
[46] Soage, "Shaykh Yusuf al-Qaradawi," hlm. 54.
[47] Marefa.org, "قائمة مفتي الديار المصرية - المعرفة" (marefa.org, 2021), https://www.marefa.org/قائمة_مفتي_الديار_المصرية.
[48] Marefa.org, "مشايخ الأزهر - المعرفة" (marefa.org, n.d.), https://www.marefa.org/مشايخ_الأزهر.

other scholars, disagreed with Tantawi's views on banks and interest. It was this stance that motivated him to write *Fawāʾid al-Bunūk Hiya al-Ribā al-Ḥarām*. For him, truth stood above friendship, and knowledge above material considerations.[49]

Al-Qaradawi passed away on 26 September 2022 at the age of 96 in Doha, Qatar.[50] The news of his death was first announced by the International Union of Muslim Scholars (IUMS, *al-Ittiḥād al-ʿĀlamī li-ʿUlamāʾ al-Muslimīn*), the global organisation of Muslim scholars that he co-founded with several other figures.[51]

The works of al-Qaradawi are exceptionally numerous, exceeding 120 titles, including books, treatises, articles, and fatwas.[52] However, upon closer examination, many of his ideas are repeatedly presented across several of these works, and some books are essentially abridgements of others. Broadly speaking, his writings are primarily situated within the fields of *fiqh*, *uṣūl al-fiqh*, and Islamic economics. In *fiqh*, his well-known works include *al-ʿIbādah fī al-Islām*, *al-Ḥalāl wa al-Ḥarām fī al-Islām*, *Fiqh al-Zakāh*, *Taysīr al-Fiqh: Fiqh al-Ṣiyām*, *Fī Fiqh al-Awlawiyyāt*, *Min Fiqh al-Dawlah*, and *Fatāwā Muʿāṣirah*. His contributions to *uṣūl al-fiqh* and the philosophy of Islamic law include *Kayfa Nataʿāmal Maʿa al-Qurʾān al-ʿAẓīm*, *Kayfa Nataʿāmal Maʿa al-Sunnah al-Nabawiyyah*, *al-Ijtihād fī al-Sharīʿah al-Islāmiyyah*, *al-Ijtihād al-Muʿāṣir Bayna al-Inḍibāṭ wa al-Infirāṭ*, *al-Fatwā Bayna al-Inḍibāṭ wa al-Tasayyub*, *al-Fiqh al-Islāmī Bayna al-Aṣālah wa al-Tajdīd*, *ʿAwāmil al-Saʿah wa al-Murūnah fī al-Sharīʿah al-Islāmiyyah*, and *Sharīʿat al-Islām Ṣāliḥah li-Kulli Zamān wa Makān*. In the field of Islamic economics, his works include *Mushkilat al-Faqr wa Kayfa ʿĀlajahā al-Islām*, *Bayʿ al-Murābaḥah li al-Āmir bi al-Shirāʾ*, and *Fawāʾid al-Bunūk Hiya al-Ribā al-Ḥarām*.[53]

As he himself stated, the general character of his Islamic legal thought is grounded, tolerant (*tasāmuḥ*), and free from rigid adherence to any particular school of law. These characteristics are clearly reflected in his writings. In his works, al-Qaradawi emphasises a practical and accessible understanding of Islamic teachings (*fiqh*) that avoids undue

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[49] Yusuf Al-Qaradawi, "2010 ".الراي - بحق طنطاوي؟ قال القرضاوي ماذا, https://www.alraimedia.com/article/183458/متفرقات/ماذا-قال-القرضاوي-بحق-طنطاوي-; marefa.org, "يوسف القرضاوي - المعرفة."

[50] alarabiya.net, "وفاة يوسف القرضاوي عن 96 عاماً," *Alarabiya*, 2022, https://www.alarabiya.net/arab-and-world/egypt/2022/09/26/وفاة-يوسف-القرضاوي-عن-96-عاما.

[51] marefa.org, "الاتحاد العالمي لعلماء المسلمين - المعرفة" (marefa.org, 2025), https://www.marefa.org/الاتحاد_العالمي_لعلماء_المسلمين.

[52] marefa.org, "يوسف القرضاوي - المعرفة."

[53] Al-Khurrasyi, *Al-Qaradawi fi al-Mizan,* 13-17.

hardship,[54] tolerance towards differences of opinion (*ikhtilāf*);[55] and freedom from strict commitment to a specific legal school.[56] His overall legal philosophy is articulated in *al-Fiqh al-Islāmī Bayna al-Aṣālah wa al-Tajdīd* (1999), in which he argues that Islamic law (*fiqh*) possesses several distinctive characteristics: a divine foundation (*al-asās al-rabbānī*), grounding in religious motivation (*al-wāziʿ al-dīnī*), human-centredness (*al-insānī*), comprehensiveness (*al-iḥāṭah wa al-shumūl*), universality (*al-ʿālamiyyah*), objectivity (*al-mawḍūʿiyyah*), moderation (*al-wasaṭiyyah*), ethical orientation (*al-akhlāqiyyah*), balance between individual and society, holistic legal coverage, and the capacity for development and renewal.[57] In this context, al-Qaradawi places particular emphasis on the evolving and renewable nature of *fiqh*.[58]

According to him, Islamic law contains both immutable and dynamic elements. The immutable elements consist of general foundational principles (*al-uṣūl al-kulliyyah*), which resemble natural laws and are not subject to change. The dynamic elements, by contrast, consist of subsidiary rulings (*al-furūʿ al-juzʾiyyah*), which resemble social laws that continually evolve. The former constitute a closed domain containing definitive (*qaṭʿī*) rulings, while the latter form an open domain containing probabilistic (*ẓannī*) rulings. It is within this latter domain that the majority of Islamic jurisprudence resides, serving as the object of *ijtihād* and the primary locus for change and renewal in Islamic law.[59]

2. The Consensus (*Ijmāʿ*) on the Prohibition of Interest in Yusuf al-Qaradawi's View

In principle, al-Qaradawi adheres to the general legal maxim concerning *ijmāʿ*, namely that *ijtihād* must not contravene *ijmāʿ*, just as *ijtihād* may not contradict clear and explicit scriptural texts (*naṣṣ sharʿī*). Nevertheless, he also acknowledges the existence of several possibilities that do not fully conform to this maxim. These include the following:[60]

a. This maxim applies only to those who recognise the probative authority (*ḥujjiyyah*) of *ijmāʿ* as a valid source of Islamic law (*dalīl sharʿī*), as articulated by al-Shawkānī.

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[54] Yusuf Al-Qaradawi, *Taysir al-Fiqh lil Muslim al-Mu'asir fi Daw` al-Qur`an wa al-Sunnah* (Cairo: Maktabah Wahbah, 2004).
[55] Yusuf Al-Qaradawi, a*l-Sahwah al-Islamiyyah bayna al-Ikhtilaf al-Masyru' wa al-Tafarruq al-Mazmum* (Cairo: Dar al-Syuruq, 2001).
[56] *See, for example, his works in the field of fiqh, such as* ***Fiqh al-Zakah***, ***al-Halal wa al-Haram fi al-Islam***, *and* ***Fatawa Muʿasirah****. In these works, al-Qaradawi does not appear to be bound to any particular school of fiqh.*
[57] Yusuf Al-Qaradawi, *al-Fiqh al-Islami bayna al-Asalah wa al-Tajdid* (Cairo: Maktabah Wahbah, 1999).
[58] *Ibid*., hlm. 31-82.
[59] *Ibid*., hlm. 83-84.
[60] Yusuf Al-Qaradawi, *al-Ijtihad fi al-Syari'ah al-Islamiyyah ma'a Nazarat Tahliliyyah fi al-Ijtihad al-Mu'asir* (al-Kuwayt: Dar al-Qalam, 1996), 37-39.

Accordingly, for those who deny the possibility of *ijmāʿ*, deny the possibility of knowing its occurrence, and likewise deny its legal authority—as defined by al-Shawkānī—this maxim does not apply.

b. Many rulings in Islamic jurisprudence are claimed to be based on *ijmāʿ*, whereas in reality they remain disputed. This is reflected in the statement of Imām Aḥmad: "Whoever claims consensus has indeed lied, for he does not know—perhaps many people still disagree."
c. Some forms of *ijmāʿ* may be abrogated by a new *ijmāʿ*, namely a consensus grounded in customs and public interest (*maṣlaḥah*) that continue to evolve. Public interest functions as the effective cause (*ʿillah*) of legal rulings, and the ruling itself depends on the presence of that *ʿillah*.
d. Certain objects of transmitted consensus (*ijmāʿ naqlī*) may be open to *ijtihād* when the underlying scriptural texts aim to preserve particular customs or public interests, while those customs or interests subsequently change. An example is the consensus on two different *niṣāb* thresholds in zakāh—one for gold and another for silver. This is based on a number of ḥadīths and reports indicating that the *niṣāb* for silver is 200 dirhams, whereas the *niṣāb* for gold is 20 dinars or 20 mithqāls. The basis of this consensus was the prevailing custom during the Prophet's time, namely the circulation of two currencies: the silver dirham of the Persian Empire and the gold dinar of the Roman Empire. At that time, one dinar was equivalent to ten dirhams. Consequently, the two different *niṣāb* thresholds were established with differing quantities but equal value. In the present context, circumstances have changed, and *ijtihād* calls for the unification of the *niṣāb*, with gold adopted as the sole standard.

As mentioned above, his disagreement with Shaykh Tantawi's fatwa permitting interest motivated al-Qaradawi to write a book with a particularly emphatic title, *Fawāʾid al-Bunūk Hiya al-Ribā al-Ḥarām* (Bank Interest Is Prohibited Ribā). Judging from its publication date (second edition, 1994), this book was in fact prompted by Shaykh Tantawi's 1989 fatwa on bank interest, issued during his tenure as the Grand Mufti of Egypt (Dār al-Iftāʾ al-Miṣriyyah). This fatwa, in fact, firmly declared interest to be prohibited. It explicitly stated that fixed-rate interest constitutes impure wealth. Depositors were given two options: either to leave the interest to the bank or to take it and donate it to the poor and those in need. Funds derived from bank interest were not to be used for charitable projects such as mosque construction, on the grounds that God

is Good and accepts only that which is good.[61] In addition to bank interest, this fatwa also addressed bonds (*shahādat al-istithmār*, government bond certificates). The fourth ruling stated that bonds yielding predetermined interest are equivalent to the prohibited increase forbidden by Islamic law on the basis of the Qurʾān, the Sunnah, and *ijmāʿ*. However, bonds whose returns are based on actual profit and loss were deemed permissible, as they fall under the contract of *muḍārabah*.[62]

It was this latter ruling that al-Qaradawi did not accept, prompting him to write the aforementioned book with the subtitle *Dirāsah Fiqhiyyah fī Ḍawʾ al-Qurʾān wa al-Sunnah wa al-Wāqiʿ maʿa Munāqashah Mufaṣṣalah li Fatwā Faḍīlat al-Muftī ʿan Shahādat al-Istithmār* (A Jurisprudential Study in the Light of the Qurʾān, the Sunnah, and Empirical Reality, Accompanied by a Detailed Critique of the Honourable Mufti's Fatwa on Bonds). According to al-Qaradawi, the bonds issued by the National Bank of Egypt—such as those addressed in the inquiry submitted to Dār al-Iftāʾ—are in fact *qard* (loan) contracts based on interest. This conclusion is drawn from the regulatory framework underlying the issuance of these products. Even if they were to be considered *muḍārabah*, they would constitute a form of *muḍārabah* that fails to meet the conditions stipulated by Islamic law. Consequently, both are deemed prohibited.[63] In this work, al-Qaradawi sought to emphasise that the bonds in question were government bonds sold through the National Bank of Egypt, operating on an interest-based system and paying interest annually. As a conventional, interest-based bank, it would be unrealistic to expect such bonds to be transformed into *muḍārabah* contracts, as suggested by Shaykh Tantawi's fatwa.[64]

Here, al-Qaradawi's position appears markedly rigid. A *muʿāmalāt* contract such as *muḍārabah*, which itself lacks a direct textual basis in the scriptural sources, is treated as a binding Sharīʿah doctrine that must be adhered to in its minutest details. It is therefore unsurprising that Shaykh Tantawi's fatwa on bank interest—conservative by majority standards, yet slightly progressive in its treatment of bonds—was nonetheless subjected to criticism.

Subsequently, Shaykh Tantawi issued an even more daring fatwa on bank interest, diverging from the majority of scholars, when he served as Shaykh al-Azhar in 2002. This fatwa, dated 2 December 2002, was issued by the Islamic Research Academy (*Majmaʿ al-Buḥūth al-Islāmiyyah*), approximately eight years after the publication of *Fawāʾid al-Bunūk*.

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[61] Ashraf Muhammmad Dawabah, *Fawa`id al-Bunuk: Mubarrirat wa Tasa`ulat* (Cairo-Iskandariyah: Dar al-Salam, 2008), 121.
[62] *Ibid.*, 124.
[63] Al-Qaradawi, *Fawa`id al-Bunuk Hiya al-Riba al-Haram,* 109.
[64] *Ibdi.*, 79.

It stated that bank interest essentially constitutes profit predetermined at the outset of the contract to be paid by one party, with the full knowledge and consent of both parties. Accordingly, predetermined returns granted to customers who invest their funds (save) in banks or other institutions under an investment agency (*wakālah*) contract are deemed permissible. There is no element of *shubhah* (doubtful legality) in such transactions from the perspective of *maṣlaḥah mursalah*. Moreover, this issue does not fall within the domain of creed (*ʿaqīdah*) or ritual worship (*ʿibādah*), which are immutable.[65]

In his response to this fatwa, al-Qaradawi once again reaffirmed the prohibition of bank interest. He described Shaykh Tantawi's position as perplexing, particularly given his role as Shaykh al-Azhar. He further noted that the Islamic Research Academy of al-Azhar was, in fact, the first institution to issue a fatwa prohibiting interest in 1965, under the leadership of Shaykh Ḥasan Maʿmūn as Shaykh al-Azhar. At that time, the Academy included several eminent scholars, such as Shaykh ʿAlī al-Khafīf, Faraj al-Sanhūrī, and Muḥammad Abū Zahrah. This fatwa was subsequently reinforced by the Islamic Fiqh Academy of the Muslim World League (*Rābiṭah al-ʿĀlam al-Islāmī*), which convened a conference attended by leading jurists from across the Muslim world. According to al-Qaradawi, they reached *ijmāʿ* on the prohibition of bank interest.[66]

Al-Qaradawi maintains that bank interest, whether small or large in amount, constitutes prohibited *ribā*. He argues that the reference to "multiplied interest" in Q. Āl ʿImrān (3):130 does not function as a restrictive qualifier (*qayd*), but merely reflects a prevailing practice of that era. The definitive reference for defining *ribā* is Q. al-Baqarah (2):279, as it is the final revelation concerning *ribā*, explicitly stating that creditors are entitled only to their principal.[67] Furthermore, bank interest fulfils the criteria of *ribā jāhiliyyah*, and is even more severely prohibited, since the obligation to pay interest is imposed on the debtor from the outset of the contract. In contrast, under the classical concept of *ribā jāhiliyyah*, additional payment was imposed only when the debtor failed to repay the principal at maturity; if repayment occurred on time, no increase was imposed.[68] He also rejects analogical reasoning (*qiyās*) that likens interest to land rent, arguing that such analogy is invalid due to the absence of a shared effective cause (*ʿillah*), a prerequisite for valid *qiyās*.[69]

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[65] Dawabah, *Fawa`id al-Bunuk: Mubarrirat wa Tasa`ulat,* 143-144.
[66] al-qaradawi.net, "فوائد البنوك حرام وإن حللها علماء الأزهر _ موقع الشيخ يوسف القرضاوي," November 29, 2024, https://www.al-qaradawi.net/node/4418.
[67] Al-Qaradawi, *Fawa`id al-Bunuk Hiya al-Riba al-Haram,* 60-62.
[68] *Ibid*.
[69] *Ibid.,* 63-64.

Al-Qaradawi further argues that the clear wisdom (*ḥikmah*) underlying the prohibition of *ribā* is the realisation of fair cooperation between capital and labour, and the shared bearing of risk and outcomes with full responsibility. He advances this argument in response to what he terms *aṣḥāb al-madrasah al-tabrīriyyah* (the apologetic school that defends the permissibility of interest).[70] According to this group, the wisdom behind the prohibition of *ribā* lies in preventing injustice by creditors against debtors and averting their exploitation through interest-based excess. Al-Qaradawi emphasises that Islamic legal rulings are founded upon *ʿillah*, not *ḥikmah*.[71] Nevertheless, he does not explicitly define the *ʿillah* underlying the prohibition of *ribā* itself.

He asserts that *ijmāʿ* has occurred among Islamic jurisprudential and economic institutions on the prohibition of bank interest on the grounds that it constitutes unlawful *ribā*. According to him, this consensus has existed since 1965 to the present day. Although he refers to numerous Islamic jurisprudential and economic bodies, he explicitly cites only three institutions as the basis for this claim of *ijmāʿ*: the Islamic Research Academy (*Majmaʿ al-Buḥūth al-Islāmiyyah*) of al-Azhar in Cairo; the Islamic Fiqh Academy of the Muslim World League (*al-Majmaʿ al-Fiqhī*) in Mecca; and the Islamic Fiqh Academy of the Organisation of Islamic Cooperation (OIC) in Jeddah.[72]

At its Second Conference in Cairo in May 1965, attended by representatives and delegates from thirty-five Muslim countries, the Islamic Research Academy issued rulings on banking activities, including the following:[73]

a. Interest on all forms of loan transactions constitutes prohibited *ribā*, whether for consumptive or productive purposes, as both are unequivocally forbidden by the Qurʾān and the Sunnah.
b. *Ribā*, whether large or small in amount, is equally prohibited, as evidenced by a correct understanding of Q. Āl ʿImrān (3):130.
c. Providing interest-based loans is impermissible even on grounds of necessity, whether for pilgrimage (*ḥājah*) or emergency (*ḍarūrah*), and the same applies to borrowing on such a basis.

Subsequently, at its Ninth Seminar held at the headquarters of the Muslim World League in Mecca on 12–19 Rajab 1406 AH (23–30 March 1986 CE), the Islamic Fiqh Academy resolved, among other matters, that all wealth derived from interest-based

[70] *Ibid.,* 31.
[71] *Ibid.,* 37.
[72] *Ibid.,* 69.
[73] Dawabah, *Fawa`id al-Bunuk: Mubarrirat wa Tasa`ulat,* 147-150; Al-Qaradawi, *Fawa`id al-Bunuk Hiya al-Riba al-Haram,* 129-133.

transactions is unlawful under Islamic law and may not be utilised by Muslims—whether by depositors for themselves or for those under their responsibility. Such wealth must be expended for the benefit of the Muslim community, such as building schools, hospitals, and similar institutions. This expenditure does not constitute charity, but rather a process of purification from unlawful wealth. Muslims are also prohibited from leaving such interest-derived wealth with banks under the pretext of piety, as such funds are often used by banks to support Christian missionary and Zionist institutions, which ultimately harm the Muslim community.[74] As for the Islamic Fiqh Academy of the Organisation of Islamic Cooperation (OIC), at a seminar held on 10–16 Rabīʿ al-Thānī 1406 AH (22–28 December 1985 CE), it resolved, among other matters, that any increase (interest) on a loan—whether imposed upon maturity due to the debtor's inability to repay or stipulated from the outset of the loan contract—constitutes *ribā* prohibited by Islamic law.[75]

Upon closer examination, these three fatwas do not provide an explicit explanation of the methods of legal reasoning (*istinbāṭ* or *ijtihād*) employed. They appear instead as categorical legal verdicts declaring interest unlawful on the assumption that it is identical to the Qurʾānic concept of *ribā*, namely *ribā jāhiliyyah*. Such equivalence, within the theory of Islamic legal reasoning, may be classified as *qiyās*. Yet none of these fatwas explicitly refers to *qiyās*.

After asserting the existence of *ijmāʿ* among these international scholarly institutions regarding the prohibition of interest, al-Qaradawi proceeds to raise the issue of classical juristic disagreement in *uṣūl al-fiqh* concerning whether *ijmāʿ* itself may be abrogated (*naskh*), although he does not cite specific references. According to him, some scholars hold that *ijmāʿ* cannot be abrogated, while others argue that *ijmāʿ* based on reasoning and *ijtihād* may indeed be abrogated. The latter view stipulates that *ijmāʿ* may only be abrogated by another equivalent *ijmāʿ*. Applied to the context of the prohibition of interest, this implies that a small group of individuals has no authority to oppose such consensus—especially when they are not experts in *fiqh*. A weaker opinion cannot override a stronger one.[76]

This view regarding the consensus on the prohibition of interest was subsequently adopted by several Indonesian writers. Agustianto, for example, states that al-Qaradawi declared *ijmāʿ* on the prohibition of interest in his book *Fawāʾid al-Bunūk Hiya al-Ribā al-Ḥarām*.[77] Similarly, a book by Mufid emphasises the existence of *ijmāʿ* on the prohibition

[74] Dawabah, *Fawa`id al-Bunuk: Mubarrirat wa Tasa`ulat,* 151-154.
[75] *Ibid.*, 155-156.
[76] Al-Qaradawi, *Fawa`id al-Bunuk Hiya al-Riba al-Haram*, 69-70.
[77] Agustianto, "Ijma' Ulama Tentang Keharaman Bunga Bank," 2015.

of interest.[78] However, despite referencing al-Qaradawi's view, Mufid does not cite al-Qaradawi directly, instead referring to the work of Syafiʿi Antonio. In addition, an article published in a national journal by Suparman, Suwardi, and Saini critically examines claims of *ijmāʿ* regarding the prohibition of interest, but does not address Yusuf al-Qaradawi's views at all. Its critique is directed solely at the two Indonesian authors who support the claim of *ijmāʿ*—namely, Moh. Mufid and Agustianto.[79]

The concept of *ijmāʿ* with all its rigid provisions needs to be reformulated. As a product of history, it cannot be equated or paralleled with the source of Islamic law that comes from revelation. In this era collective ijtihad can be considered as a representation of *ijmāʿ*, although the strength of legitimacy is not the same as *ijmāʿ* as conceptualised in mainstream fiqh proposals. The collective ijtihad produced by a fatwa institution in modern times cannot claim to represent all mujtahid scholars from all over the world. Nevertheless, the results of collective ijtihad are still better than individual *ijtihad*.

3. The Claim of Ijmaʿ on the Prohibition of Bank Interest in the Theory of Islamic Legal Determination

The claim of *ijmaʿ* (consensus) regarding the prohibition of bank interest advanced by al-Qaradawi, when analysed according to the constituent elements theorised by ʿAbd al-Wahhab Khallaf, may be assessed as follows:

a. The presence of a number of mujtahids at the occurrence of a legal event.

In this case, this refers to the presence of more than 100 scholars specialising in *fiqh*, economics, and legislation who participated in international seminars organised by the *Majmaʿ al-Buhus al-Islamiyyah* (Islamic Research Academy) of al-Azhar in Cairo (1965), the *al-Majmaʿ al-Fiqhi* (Fiqh Academy) of the *Rabitat al-ʿAlam al-Islami* in Mecca (1986), and the *Majmaʿ al-Fiqh al-Islami* (Islamic Fiqh Academy) of the Organisation of Islamic Cooperation (OIC) in Jeddah (1985). The legal issue under consideration was the practice of charging interest in banking. If the outcomes of these seminars are to be regarded as *ijmaʿ*, then all participants who signed the attendance lists would necessarily be considered *mujtahids*. In another of his works, al-Qaradawi defines the agreed-upon qualifications of a *mujtahid* as mastery of the Qurʾan, the Sunnah, the Arabic language, the rulings of *ijmaʿ*, *usul al-fiqh*, *maqasid al-shariʿah*, a deep understanding of human society and life, and personal integrity and piety.[80] By asserting the existence of *ijmaʿ*, al-Qaradawi implicitly assumes that the participants met these qualifications. Accordingly,

[78] Mufid, *Ushul Fiqh Ekonomi dan Keuangan Kontemporer: dari Teori ke Aplikasi*.
[79] Suparman, Suwardi, and Saini, 'Menggugat Konsensus (Ijma') Keharaman Bunga Bank', *Al Itmamiy Jurnal Hukum Ekonomi Syariah (Muamalah)* 6, no. 1 (2024): 01–14, https://doi.org/10.55606/ai.v6i1.880.
[80] Al-Qaradawi, *al-Ijtihad fi al-Syari'ah al-Islamiyyah,* 15-56.

the presence of the scholars participating in these conferences may be considered to fulfil this particular pillar of *ijmaʿ*.

b. The existence of agreement on the ruling by all mujtahids from across the Muslim world, not merely from a single country or region.

Al-Qaradawi claims that the more than 100 scholars in attendance came from 35 countries. However, it cannot be definitively established that *mujtahids* at that time were limited to those 35 countries, nor that there were only 100 *mujtahids* worldwide, all of whom participated in these conferences. From a common-sense perspective, it is implausible that between 1965 and 1986 there were only 100 *mujtahids*, or that they were confined to 35 countries. It is therefore evident that this pillar of *ijmaʿ* is not fulfilled, and consequently the prohibition of interest issued by these three institutions cannot be legitimately claimed as *ijmaʿ*.

c. The expression of agreement either explicitly or through conduct indicating consent.

The fatwa documents include attendance lists, implying that all participants approved the content of the rulings. Accordingly, the participating *mujtahids* may be considered to have explicitly expressed their agreement with the prohibition of bank interest in written form. From this perspective, this pillar of *ijmaʿ* may be regarded as fulfilled.

d. The attainment of agrement by all mujtahids on a specific sharʿi ruling.

If agreement is reached by only the majority, *ijmaʿ* is not achieved. In this context, this pillar is also not fulfilled, since the agreement was limited to the *mujtahids* participating in the conferences, while many other *mujtahids* outside these forums either held differing views or their positions remain unknown.

Thus, of the four pillars of *ijmaʿ*, only two may be considered fulfilled: the presence of a number of *mujtahids* and the existence of agreement on the prohibition of interest. The other two—namely, the transnational scope of agreement and unanimity among all *mujtahids* worldwide—are not fulfilled. The final pillar is, in fact, nearly impossible to satisfy, given that the prohibition of bank interest has remained a highly controversial issue from the early twentieth century to the present day.

From the perspective of Ali Jumʿah, the claim of *ijmaʿ* regarding the prohibition of interest advanced by al-Qaradawi may be categorised as a form of *special ijmaʿ*. Within this framework, the claim still fails to meet the requirement of unanimous agreement among all *mujtahids* of the Muslim world at the relevant time. Consequently, it may be firmly concluded that, from a conceptual and theoretical standpoint, the prohibition of interest issued by the three international Islamic institutions does not meet the criteria of

ijmaʿ. As a result, its evidentiary authority (*hujjiyyah*) cannot be regarded as *ijmaʿ* in the strict theoretical sense—namely, as definitive (*qatʿi*) and binding upon all Muslims. Rather, its authority is comparable to that of ordinary *ijtihad* or institutional fatwas. In Islamic legal theory, a fatwa does not possess binding legal force upon the Muslim community, not even upon the *mustafti* who seeks it; rather, it functions as a form of advisory guidance for those wishing to know a particular legal ruling.[81]

Interestingly, in a later work published after *Fawa'id al-Bunuk*, al-Qaradawi himself acknowledged the proliferation of *ijmaʿ* claims amid diverse and conflicting opinions on the issue. He also endorsed the well-known statement attributed to Ahmad ibn Hanbal: "Whoever claims *ijmaʿ* has indeed lied, for perhaps there remain many who disagree."[82] This reveals a degree of inconsistency in al-Qaradawi's position. Normatively and theoretically, he objected to *ijmaʿ* claims made by classical jurists, and even more so by modern scholars; yet, in the case of bank interest, he appeared to advance such a claim with relative ease. Nevertheless, despite this inconsistency regarding *ijmaʿ*, he remained consistent in his substantive position on the prohibition of bank interest.[83]

CONCLUSION

Al-Qaradawi claimed that the prohibition of interest had reached the level of *ijmaʿ*, thereby leaving no room for dissent among Muslims. On this basis, he argued that all Muslims were obliged to adhere to this ruling. This claim of *ijmaʿ* was grounded in the decisions of various international Islamic research institutions, which he asserted represented a broad spectrum of Muslim countries. Among these institutions were the *Majmaʿ al-Buhus al-Islamiyyah* of al-Azhar in Cairo, the *al-Majmaʿ al-Fiqhi* of the *Rabitat al-ʿAlam al-Islami* in Mecca, and the *Majmaʿ al-Fiqh al-Islami* of the Organisation of Islamic Cooperation (OIC) in Jeddah. The decisions of these institutions, issued between 1965 and 1986, formed the basis upon which he asserted the existence of *ijmaʿ*. Following these agreements, he maintained that no further opinions permitting interest could be tolerated, as no *ijtihad* was permissible in opposition to *ijmaʿ*.

However, from the perspective of *ijmaʿ* theory, this claim does not satisfy the established criteria. According to the majority of jurists, *ijmaʿ* must fulfil several essential elements: (1) the presence of a number of *mujtahids*; (2) a clearly expressed agreement

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[81] Abu Ishaq Ibrahim ibn Musa al-Syatibi al-Andalusi, *Fatawa al-Imam al-Syatibi* (Jakarta: Syirkah Dinamika Barokah Utama, 1985), 68; Jamal Abdul Aziz et al., "Rethinking 'Interest' in Islamic Finance: A Critique of the Method of Fatwâ MUI and Its Legitimacy in Indonesia," *Journal of Islamic Thought and Civilization* 15, no. 1 (2025).

[82] Al-Qaradawi, *Al-Ijtihad fi al-Syari'ah al-Islamiyyah,* 38.

[83] al-qaradawi.net, "فوائد البنوك حرام وإن حللها علماء الأزهر _ موقع الشيخ يوسف القرضاوي."

among them regarding the prohibition of interest; (3) transnational agreement among *mujtahids* across the Muslim world; and (4) unanimous agreement among all *mujtahids* without exception. Based on the present analysis, only the first two elements can be considered fulfilled, while the third and fourth are not. Consequently, Yusuf al-Qaradawi's claim of *ijmaʿ* cannot be regarded as *ijmaʿ* in the sense theorised by classical *usul al-fiqh* scholars. This conclusion aligns with the position of Ahmad ibn Hanbal and other scholars who viewed many historical claims of *ijmaʿ* as largely unilateral assertions grounded in subjective conviction. The legal consequence is that the prohibition of interest issued by the three international Islamic institutions should be classified as ordinary *ijtihad* or institutional fatwa, which does not possess binding legal force upon the Muslim community.

The concept of *ijmāʿ* with all its rigid provisions needs to be reformulated. As a product of history, it cannot be equated or paralleled with the source of Islamic law that comes from revelation. In this era collective ijtihad can be considered as a representation of *ijmāʿ*, although the strength of legitimacy is not the same as *ijmāʿ* as conceptualised in mainstream fiqh proposals. The collective ijtihad produced by a fatwa institution in modern times cannot claim to represent all mujtahid scholars from all over the world. Nevertheless, the results of collective ijtihad are still better than individual *ijtihad*. Likewise, Islamic financial institutions that currently base their products on the results of *ijtihad*, fatwa institutions cannot claim to be absolute truths like *ijmāʿ* in *fiqh* proposals. Therefore, not every different view is considered a mistake that must be corrected according to their version.

REFERENCES

Agustianto. "Ijma' Ulama Tentang Keharaman Bunga Bank." Iqtishad Consulting, 2015.

———. "Ijma' Ulama Tentang Keharaman Bunga Bank." Iqtishad Consulting, 2015. https://www.iqtishadconsulting.com/content/read/blog/ijma-ulama-tentang-keharaman-bunga-bank.

Al-Andalusi, 'Ali ibn Ahmad ibn Hazm. Al-Ihkam Fi Usul Al-Ahkam. Cairo: Dar al-Hadis, 1984.

Al-Khurrasyi, Sulayman ibn Salih. Al-Qaradawi Fi Al-Mizan. Riyad: Dar al-Jawab li al-Nashr wa al-Tawzi', 1999.

al-qaradawi.net. "فوائد البنوك حرام وإن حللها علماء الأزهر _ موقع الشيخ يوسف القرضاوي," November 29, 2024. https://www.al-qaradawi.net/node/4418.

Al-Qaradawi, Yusuf. Al-Fiqh Al-Islami Bayna Al-Asalah Wa Al-Tajdid. Cairo: Maktabah Wahbah, 1999.

———. Al-Ijtihad Fi Al-Syari'ah Al-Islamiyyah Ma'a Nazarat Tahliliyyah Fi Al-Ijtihad Al-Mu'asir. al-Kuwayt: Dar al-Qalam, 1996.

———. Al-Sahwah Al-Islamiyyah Bayna Al-Ikhtilaf Al-Masyru' Wa Al-Tafarruq Al-Mazmum. Cairo: Dar al-Syuruq, 2001.

———. Fawa`id Al-Bunuk Hiya Al-Riba Al-Haram. Cairo: Dar al-Sahwah li al-Nashr wa al-Tawzi', 1994.

———. Taysir Al-Fiqh Lil Muslim Al-Mu'asir Fi Daw` Al-Qur`an Wa Al-Sunnah. Cairo: Maktabah Wahbah, 2004.

———. "2010 ,"الراي - ماذا قال القرضاوي بحق طنطاوي؟. https://www.alraimedia.com/article/183458/متفرقات/ماذا-قال-القرضاوي-بحق-طنطاوي.

Al-Raziq, 'Ali 'Abd. Al-Ijma' Fi Al-Shari'ah Al-Islamiyyah. Cairo: Dar a-Fikr al-'Arabi, 1947.

Al-San'ani, Muhammad ibn Isma'il al-Amir. Mazaliq Al-Usuliyyin Wa Bayan Al-Qadr Al-Muhtaj Ilayh Min 'Ilm Al-Usul. al-Kuwayt: Maktabah Ahl al-Asar, 2004.

Al-Shatibi al-Andalusi, Abu Ishaq Ibrahim ibn Musa. Al-I'tisam. Edited by Ahmad 'Abd al-Shafi. Beirut: Dar Kutub al-Ilmiyyah, n.d.

———. Fatawa Al-Imam Al-Shatibi. Jakarta: Shirkah Dinamika Barokah Utama, 1985.

Al-Shawkani, Muhammad ibn 'Ali ibn Muhammad. Irshad Al-Fuhul Ila Tahqiq Al-Haqq Min 'Ilm Al-Usul. Mesir: Mustafa al-Babi al-Halabi, 1937.

Al-Zuhayli, Wahbah. Al-Fiqh Al-Islami Wa Adillatuh. Cet. 2. Damaskus: Dar a-Fikr, 1985.

alarabiya.net. "وفاة يوسف القرضاوي عن 96 عاماً." Alarabiya, 2022. https://www.alarabiya.net/arab-and-world/egypt/2022/09/26/وفاة-يوسف-القرضاوي-عن-96-عاما.

Alu Taymiyyah. Al-Musawwadah Fi Usul Al-Fiqh. Edited by Muhammad Muhy al-Din 'Abd al-Hamid. Cairo: Matba'ah al-Madani, n.d.

———. Al-Muswwadah Fi Usul Al-Fiqh. Edited by Ahmad ibn Ibrahim ibn 'Abbas al-Zarwi. Riyad: Dar al-Fadilah, 2001.

Arafah, Muh, Achmad Abubakar, Muhammad Sadiq Sabri, Jamaluddin, and Lisna Warliana. "Bunga Bank Bukan Riba Yang Diharamkan: Sebuah Analisis Pendapat Para Ahli." Tadayun: Jurnal Hukum Ekonomi Syariah 4, no. 2 (2023): 109–24. https://doi.org/10.24239/tadayun.v4i2.105.

Aziz, Jamal Abdul, Muhammad Sirajuddin Qahtan Hamdan, Ahmad Dahlan, and Naerul Edwin Kiky Aprianto. "Yusuf Al-Qaraḍāwī's Theory of Zakat and Taxes and Its Relevance to Zakat and Taxation Law in Indonesia." Journal of Ecohumanism 3, no. 4 (2024): 1169–82. https://doi.org/10.62754/joe.v3i4.3650.

Aziz, Jamal Abdul, Siti Maghfiroh, Ayu Kholifah, Adam Voak, and Chamada Chaidar Althof. "Rethinking 'Interest' in Islamic Finance: A Critique of the Method of

Fatwâ MUI and Its Legitimacy in Indonesia." Journal of Islamic Thought and Civilization 15, no. 1 (2025).

Dawabah, Ashraf Muhammmad. Fawa`id Al-Bunuk: Mubarrirat Wa Tasa`ulat. Cairo-Iskandariyah: Dar al-Salam, 2008.

Gül, Ali Riza. "The Concept of Jahiliyya Usury (Riba) as the Basis of Interest Prohibition in Islam." Cumhuriyet Ilahiyat Dergisi 21, no. 1 (2017): 701–48. https://doi.org/10.18505/cuid.307384.

Hadi, Abd, and Muhammad Arfan Mu'ammar. "The Variant of Thought of the Muhammadiyah Price Elites in Conducting Usury and Interest of Bank." Humanities and Social Sciences Reviews 7, no. 4 (2019): 997–1003. https://doi.org/10.18510/hssr.2019.74136.

Harahap, Burhanudin, and Tastaftiyan Risfandy. "Islamic Organization and the Perception of Riba (Usury) and Conventional Banks Among Muslims: Evidence From Indonesia." SAGE Open 12, no. 2 (2022). https://doi.org/10.1177/21582440221097931.

Hassan, Murie. "Yusuf Al-Qaradawi's Jurisprudence of Priorities: A Critical Assessment." American Journal of Islam and Society 40, no. 1–2 (2023): 77–120. https://doi.org/10.35632/ajis.v40i1-2.3190.

Hati, S.R.H., Dayana, T.A. "A Qualitative Study of Islamic Bank Patronage." In 30th International Business Information Management Association Conference, IBIMA 2017, 4996-4999. Madrid: IBIMA, 2017.

Jamal Abdul Aziz and Tulus Suryanto. "Is An Islamic Economic System Possible Without the Prohibition of Interest (Riba): A Critical Appraisal of A Shari'ah Compliant Economic System as Envisioned by Sjafruddin Prawiranegara (1911-1989) in Indonesia." Manchester Journal of Transnational Islamic Law & Practice 20, no. 4 (2004): 36–52.

Jum'ah, 'Ali. Al-Ijma' 'inda Al-Usuliyyin. Al-Tib'ah. Cairo: Dar al-Risalah, 2009.

Khallaf, 'Abd al-Wahhab. 'Ilm Usul Al-Fiqh. Kuwayt: Dar al-Qalam, 1978.

Lokman, Ainul Asyraf, and Mohd Roslan Mohd Nor. "Navigating Peace: Al-Qaradawi's Critique of Arab-Israeli Relations in the Trump Era." International Journal of Islamic Thought 25 (2024): 1–14. https://doi.org/10.24035/ijit.25.2024.281.

Mahmud Syaltut. Al-Islam 'Aqidah Wa Shari'ah. n.p.: Dar al-Qalam, 1966.

marefa.org. "المعرفة - الاتحاد العالمي لعلماء المسلمين." marefa.org, 2025. https://www.marefa.org/الاتحاد_العالمي_لعلماء_المسلمين.

———. "المعرفة - يوسف القرضاوي," September 27, 2022. https://www.marefa.org/يوسف_القرضاوي.

Marefa.org. "المعرفة - قائمة مفتي الديار المصرية." marefa.org, 2021.

https://www.marefa.org/قائمة_مفتي_الديار_المصرية.

ـــــ. "مشايخ الأزهر - المعرفة." marefa.org, n.d. https://www.marefa.org/مشايخ_الأزهر.

Mufid, Moh. Ushul Fiqh Ekonomi Dan Keuangan Kontemporer: Dari Teori Ke Aplikasi. Jakarta: Prenada Media, 2016.

Musa, 'Abd Allah ibn Ramadan. Al-Radd "Ala Al-Qaradawi Wa Al-Judayyi." Dubai: al-Athariyyah li al-Turath, 2007.

Nasir al-Din 'Abd Allah ibn 'Umar al-Baydawi. Minhaj Al-Wusul Ila 'Ilm Al-Usul. Edited by Sha'ban Muhammad Isma'il. Beirut: Dar Ibn Hazm, 2008.

Nur Rianto Al Arif, M., and Yuke Rahmawati. "Determinant Factors of Market Share: Evidence from the Indonesian Islamic Banking Industry." Problems and Perspectives in Management 16, no. 1 (2018): 392–98. https://doi.org/10.21511/ppm.16(1).2018.37.

Shaham, Ron. "Legal Maxims (Qawā'id Fiqhiyya) in Yūsuf Al-Qaradāwī's Jurisprudence and Fatwas." Journal of the American Oriental Society 140, no. 2 (2020): 435–53. https://doi.org/10.7817/jameroriesoci.140.2.0435.

Soage, Ana Belén. "Shaykh Yusuf Al-Qaradawi: Portrait of a Leading Islamic Cleric." Middle East Review of International Affairs 12, no. 1 (2008): 51–68.

Suparman Suparman, Suwardi Suwardi, and Saini Saini. "Menggugat Konsensus (Ijma') Keharaman Bunga Bank." Al Itmamiy Jurnal Hukum Ekonomi Syariah (Muamalah) 6, no. 1 (2024): 01–14. https://doi.org/10.55606/ai.v6i1.880.

Suryadi, Dyan Fauziah, Mahlia Muis, Muh Idrus Taba, and Wardani Hakim. "The Role of Religion and Social Capital on Employees' Performance: An Empirical Study Post Indonesia's Islamic Bank Merger." Cogent Business and Management 10, no. 2 (2023). https://doi.org/10.1080/23311975.2023.2207676.

Yusuf, Muhammad Yasir. "Dinamika Fatwa Bunga Bank Di Indonesia: Kajian Terhadap Fatwa MUI, Muhammaddiyah Dan Nahdhatul Ulama." Media Syari'ah : Wahana Kajian Hukum Islam Dan Pranata Sosial 14, no. 2 (2012): 151. https://doi.org/10.22373/jms.v14i2.1872.

Zahrah, Muhammad Abu. Buhus Fi Al-Riba. Cairo: Dar a-Fikr al-'Arabi, n.d.