

## WADIAH AGREEMENT FROM THE PERSPECTIVE OF FIQH MUAMALAH

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**Abstract:** This study focuses on an in-depth analysis of the concept, implementation, and relevance of the wadiah contract in the perspective of muamalah fiqh. The wadiah contract is one of the important contracts in Islam that regulates the mechanism of depositing assets or goods. The research approach uses a literature review. Where the party receiving the deposit is responsible for maintaining and returning it according to the agreement. In modern practice, this contract is widely used by Islamic financial institutions, such as Islamic banks, especially in savings and current account products. However, the implementation of the wadiah contract often raises views regarding the legality of providing bonuses or incentives to owners of deposited assets, which in some cases are considered close to usury practices. The results of the study show that the wadiah contract has a strong basis in Islamic law, with provisions that prioritize the principles of trust and justice. However, modern practice presents new challenges, such as the provision of bonuses by Islamic financial institutions that are not promised at the beginning, which are considered by some scholars as *tabarru'* (grant), but for others can raise doubts about sharia if used incorrectly. This study also found the need for standardization in the implementation of wadiah contracts in Islamic financial institutions to avoid potential deviations.

**Keywords:** Wadiah Contract, Muamalah Fiqh, and Islamic Financial Institutions.

### Introduction

In matters related to social worship (muamalah), especially in the wadi'ah contract, there are differences of opinion among the scholars of the madhhad regarding how to safeguard the deposit. Scholars of the madhhad regarding how to safeguard the deposit. Scholars of the Hanafi and Hambali madhhads are of the opinion that the person who receives the deposit (wadi') must safeguard the deposit as he safeguards his own property, namely by placing it in a place that has a level of protection equal to the protection of his property. The opinions of the scholars of this madhhad indicate that there are variations in how to safeguard the deposit. As scholars allow the deposit to be safeguarded by family members, while others require the item to be safeguarded directly by the recipient of the deposit. There are also those who allow the deposit to be safeguarded directly by other people. In its implementation, the deposit can be stored in the house of the party receiving the deposit, and the method of safeguarding it must be equivalent to how he safeguards his personal property.

This article aims to review and compare the views of the four main schools of thought, namely Hanafi, Maliki, Syafi'I, and Hambali, in the field of muamalah, especially related to the

wadi'ah contract. In simple terms, the wadi'ah contract is a form of entrusting property or goods from one person to another.

Differences of opinion in the concept of wadi'ah require a deep understanding so that the concept can be applied consistently in accordance with the views of the scholars of the school of thought and is relevant to life in the modern era. This difference basically arises from the effort to find the essence of truth. In the matter of furu'iah, differences of opinion like this are natural, considering that Allah SWT has bestowed reason on humans to be used in understanding something. The level of understanding, perspective, and social conditions of each individual will certainly influence the way they think.

Understanding the differences in fiqh teachings begins with the development of fiqh teachings into various schools of thought. It is important to remember that these differences do not touch on the essence of religion or sharia, but rather focus on how to understand and interpret texts to apply branch teachings. Based on this explanation, the author is interested in studying more deeply the concept of wadi'ah according to the views of scholars of the schools of thought. In this case, the author will compare the views of scholars of the Hanafi, Maliki, Syafi'I, and Hambali schools.a.(Ilmiah et al., 2024)

### ***Literature review***

The wadi'ah contract in the perspective of muamalah fiqh is to provide a clear legal basis related to the practice of storing goods or money handed over by the owner to another party (the depositor) with a mandate to be stored and returned according to the owner's request. In muamalah fiqh, the wadi'ah contract is often used in relations between individuals and financial institutions or between individuals, where the depositor has an obligation to keep the goods well and return them when requested.

The main objectives of the wadi'ah contract are:

1. **Security and Protection:** Providing a guarantee that the goods handed over to the depositor will be guarded and maintained as well as possible, without any intention of harming the owner.
2. **Legal Certainty:** Providing a clear legal basis regarding the rights and obligations between the party storing and the party entrusted to guard the goods. This is important to avoid disputes in the future.
3. **Avoiding Losses:** Preventing losses to the owner of goods or money, by ensuring that the custodian is responsible for the management and return of the goods intact.
4. **Increased Trust:** Helps create a relationship of mutual trust between the depositor and the entrusted party, which also supports the sustainability of transactions in society.

Thus, the wadi'ah contract in muamalah jurisprudence functions to regulate the practice of storing goods legally and to regulate the relationship between the parties involved so that it runs fairly and in accordance with sharia principles.(Desminar, 2019a)

### ***Method***

In this study using qualitative data, using the library research method, namely by collecting various books and articles whose discussions are relevant to the theme raised in this article. The author ensures that the authors of the books and articles used as references are figures who have expertise in their fields. In addition, the author also chooses sources from figures who are not fanatical about certain groups. Thus, the author believes that the method used in this article is a fixed method for studying the history of hadith in India. (Syipa Paujiah, 2022)

## **Results and Discussion**

### **Understanding the Wadiah Contract**

Etymologically, wadi'ah (الوديعة) (means deposit (trust). The word Al-wadi'ah comes from the word wada'a (wada'a - yada'u - wad'aan) also means to let or leave something. So in simple terms wadi'ah is something that is deposited. 15 in Indonesian wadi'ah means deposit. This wadi'ah contract is one that is mutually helpful between fellow human beings.

In the Islamic Fiqh tradition, the principle of deposit or savings is known as the principle of al-wai'ah. Al-wadi'ah is defined as a pure deposit from one party to another, either an individual or a legal entity, which must be guarded at any time if the depositor wishes. According to scholars of the Hanafi School, wadi'ah is defined as, "Involving others in maintaining property, either with clear expressions, through actions, or through signals". Meanwhile, according to scholars of the Maliki School, the Syafi'i School, and the Hanbali School (the majority of scholars), wadi'ah is defined as, "Representing others to maintain certain property in a certain way.

Meanwhile, according to Law No. 21 concerning Islamic Banking, the term "Wadi'ah Agreement" is an agreement for the deposit of goods or money between the party who owns the goods or money and the party who is entrusted with the aim of maintaining the safety, security, and integrity of the goods or money. Cumulatively, wadi'ah has two meanings, first a statement from someone who has given power of attorney or delegated another party to maintain or guard their assets. And second, assets entrusted by someone to another party must be maintained and guarded. (Nurma Ayu & Yuni Erlina, 2021)

### **Pillars of Wadi'ah Conditions**

#### **1. Pillars of Wadi'ah**

In the pillar of wadi'ah must fulfill certain pillars and conditions. According to scholars of the Hanafiyah Madhhab, there is one pillar of al-wadi'ah, namely ijab and qabul, while the other includes conditions and does not include pillars. While according to the majority of scholars, there are four rukun wadi'ah, namely: Mudi (the person), Wadii' (the person entrusted), wadi'ah (the thing entrusted), Sighat titipan (ijab and qabul).

#### **2. Conditions of Wadi'ah**

- a. The person who is making the contract. That is, the person who is making the contract must be in a healthy state (not crazy). Among them are puberty, sane and of their own free will without any coercion. In the Hanafi school, puberty and sane are not requirements for the person who is making the contract, so a minor can make a wadi contract. ah, provided that his guardian permits it.
- b. Deposit goods. The conditions of the deposited items are:
  - 1) Things that are deposited must be things that can be kept. If the thing cannot be kept, then the wadiah is invalid if lost, so it is not obligatory to replace it. This condition was put forward by Hanafi scholars.
  - 2) The Shafi'i and Hanbali schools of thought require that the object entrusted must be something that has value or qimah and is considered as maal, even if it is impure. If the object has no value, such as a dog that has no use, then the wadi'ah is invalid.

- c. Sighat (agreement). The condition is that both parties say a contract between the depositor (mudi') and the depositee (wadi'). In banking, it is usually marked by signing a letter/book of proof of storage .(Farida, Kurniawati, & Rahmawati, 2022)

### Various Wadi'ah

#### 1. Wadi'ah Yad Amanah

Wadi'ah Yad Amanah is a pure deposit, where a person who is entrusted may not use the goods and funds entrusted and may not use the goods and funds entrusted, a person has the right to ask for a fee for the deposit. If the depositor's goods are damaged, then it is not the responsibility of the party who entrusted it, unlike if the damage was intentional by the person entrusted. The Prophet Muhammad SAW said:

قَطْنِ ادْلَرِ وَاِبْلِيَهِنَقِ رَوَاهِ (ضَمَانِ اَمْلَغَلِ غَرِي اَمْلَسُوْدَعِ بَلَعِ لَيْسَ

Meaning: "The person who is entrusted with goods, if he has not committed betrayal, will not be subject to compensation." (HR. Baihaqi and Daru-Quthni)

#### 2. The Merciful Gift of Mercy

This contract provides freedom for the person receiving the deposit to use the items entrusted and is responsible for loss or damage to the items they use.(Johari & Kurniawan, 2023)

### Legal Basis for Wadi'ah

Wadi'ah is stipulated in Indonesian Banking Law, because wadi'ah has a strong legal basis and source. And wadi'ah must be in accordance with the Qur'an and Hadith.

#### 1. Al-Qur'an

##### a. QS An-Nisa : 58

God willing, God willing, God willing, God willing, God willing. حَكَمْتُمْ وَإِذَا أَهْلَهَا or سَمِعْتُمْ كَانَ اللَّهُ تَحْكُمُوا

Artinya: "Sungguh, Allah Menyuruhmu menyampaikan manat kepada yang berhak menerimanya, and apabila kamu menetapkan hukum diantara manusia hendaknya kamu menetapkannya dengan adil. Sungguh, Allah Maha Mendengar and Maha Melihat." (QS. An-Nisa: 58)

##### b. QS Al-Baqarah: 283

And if you are on a journey and cannot find a scribe, then a security deposit. But if one of you trusts the other, then let him who is trusted discharge his trust, and let him fear Allah, his Lord. And conceal the testimony. And whoever conceals it - indeed, his heart is sinful. And Allah is Knowing of what you do.

Meaning: "If you are on a journey (and do not transact in cash) and you do not find a scribe, then there should be something to be held (by the debtor). But if some of you trust others, then let the one who is trusted fulfill his trust (his debt) and let him fear Allah his Lord; and do not conceal your testimony. And whoever conceals it, then indeed he is a sinner in his heart; and Allah is All-Aware of what you do." (QS Al-Baqarah: 283)

The verse above is strengthened by the hadith of the Prophet SAW.(Darmawati & Zen, 2024)

2. Hadith

- a. In the hadith of the Prophet Muhammad it is mentioned:

(خَنَكَ مِنْ خَتْنٍ وَ اِتْتَمَنَكَ مِنْ اَيْلِ الْمَلَانَةِ اِد)

Meaning: “Entrust the trust to those who trust you and do not betray those who betray you.” (Narrated by Abu Daud, Tirmidhi and Hakim).<sup>18</sup> Then, from Ibn Umar it is said that the Messenger of Allah (PBUH) said: “There is no perfection of faith for anyone who does not have mannah, and there is no prayer for anyone who is pure.” (Narrated by Thabrani)

**Status and Procedures for the Care of Goods in a Wadi'ah Contract**

Maliki scholars believe that entrusted items can be looked after by anyone they trust, such as wives, children, maids, or people who are paid to look after the items. However, the items cannot be entrusted to a new family, such as newly married wives or assistants and newly accepted employees.

Meanwhile, according to the opinion of the Syafi'iyah scholars, the entrusted goods must be guarded directly by the party receiving the trust, without it being permitted to hand over their guard to someone else, even to the wife or children, unless there is permission from the party who entrusted them.

All Madhhab scholars agree that taking care of trust items is a Sunnah act of worship for those who are entrusted, and they get a reward if the items are well looked after and preserved.(Fauzy, Sahara, & Mufidah, 2020)

**The Law of Receiving Deposited Items**

there are several laws related to receiving things in trust, namely sunnah, haram, wajib, and makruh. A more detailed explanation of this is as follows:

a. Sunnah

Accepting a deposit is considered sunnah for someone who feels confident that he is able to take care of the deposit. Wadi'ah is a form of mutual assistance which is sunnah. Accepting a deposit becomes sunnah if there is someone else who is also worthy of receiving the deposit.

b. Must

Accepting a deposited item is mandatory for someone who feels confident that he or she is capable of looking after the item, and there is no one else who can be trusted to look after the item.

c. Haram

Accepting entrusted items becomes haram if someone feels unable to look after the entrusted items, because this will make things difficult for the party who entrusted them.

d. reprehensible

For people who feel capable of guarding entrusted goods, but are not sure of their ability, then accepting entrusted goods in such circumstances is makruh. This is feared to cause betrayal of the person who entrusted them, such as damaging or losing entrusted goods.(Komala, 2023)

**Application of Wadi'ah in Islamic Banking**

There are two Al-Wadi'ah contracts, namely al-wadi'ah yad al-amanah and al-wadia'ah yad dhamanah:

- a. The trust and trustworthiness

In this agreement, the party receiving the deposit is not allowed to use or utilize the money or goods deposited, but must take good care of the goods according to custom. The party receiving the deposit may charge the depositor a storage fee.

- b. The most important thing is to have a good life

In this agreement, the party receiving the deposit may use or receive the deposit may use or utilize the goods or money deposited. In this case, the bank has the right to receive a share of the profits from the use of funds. The bank can also provide incentives in the form of bonuses to the depositor.

Basically, the recipient of the deposit acts as yad al-amanah, which means that the party receiving the deposit is not responsible for any loss or damage that occurs to the deposited goods, unless it is caused by negligence or carelessness in maintaining the goods. This is also explained in the hadith of the Prophet: "accountability is not requested from the borrower who does not misuse and the recipient of the deposit is not negligent towards the deposit.

However, in a modern economy, the depositor cannot leave the asset unused. Therefore, the depositor needs to ask permission from the depositor to use his assets, with a guarantee to return the goods in intact condition. Thus, the depositor acts as a yad adhamanah who is responsible for any damage or loss of the deposited goods.

Referring to the meaning of yad adhamanah, banks as recipients of deposits can utilize the wadi'ah contract for the following purposes:

1. Current account (giro)
2. Savings account (term savings)

Some of the provisions in yad dhamanah include:

1. The depositor has the right to invest the assets deposited
2. The depositor has the right to know how his assets are managed.
3. The depositor guarantees only the principal value if the capital decreases due to losses.
4. Profits can be shared as hisbah
5. The depositor has no voting rights

As a consequence of yad dhamanah, all profits generated from the deposited funds belong to the bank (which is also responsible for any losses incurred). In return, the depositor receives a guarantee of security for his assets, as well as other facilities. However, the bank as the recipient of the deposit and the party utilizing the funds is allowed to provide incentives in the form of bonuses, with the provision that the incentive is not required in advance and the amount is not determined in advance, but rather based on the bank's management policy. This is in line with the words of the Prophet Muhammad SAW. narrated from Abu Rafie, that the Prophet once asked someone to lend him a camel, and after some time, the Prophet received a larger camel of a older age as a replacement.

From the spirit of this hadith, it is clear that bonuses are different from interest, both in principle and source. In practice, the nominal value of the bonus can be smaller, the same, or greater than the interest rate. In modern competitive banking, this incentive can be a banking policy to encourage people to save, as well as an indicator of the health of the bank. The greater the value of the profit given to savers in the form of bonuses, the more efficient the use of these funds in productive investments.

Currently, many Islamic banks abroad have successfully combined the principle of al-wadi'ah with the principle of al-mudharabah. In this combination, the board of directors determines the amount of the bonus with a percentage of the profit generated by the al-wadi'ah fund in a certain period.

#### 1. Current Account Wadiah

Wadiah giro is a third party deposit in a sharia bank (either individual or legal entity) in rupiah or foreign currency, which can be withdrawn at any time using a check, giro bill, or transfer.

From this definition, it can be understood that the wadi'ah principle used is wadi'ah dhamanah, namely the customer acts as a depositor (wadi'i) who gives the Islamic bank the right to use or utilize the money he deposits. The Islamic bank acts as the recipient of the deposit (muaddi), with the right to manage the funds. The profit or loss from the distribution of funds is borne by the bank, while the owner of the funds is not promised a reward and does not bear the loss. However, the bank is allowed to provide incentives in the form of bonuses with the provision that the bonus is not agreed in advance. The characteristics of wadi'ah giro include:

1. Wadi'ah giro funds can be used by banks for commercial activities
2. The profits and losses from the distribution of wadi'ah funds are borne by the bank.
3. Wadi'ah fund owners can withdraw their funds at any time, in part or in full.
4. Withdrawals using checks, giro money orders, or bank transfers
5. Banks can provide bonuses, but they are not promised in advance.

#### 2. Wadiah Savings

Wadiah savings are deposits from third parties to Islamic banks, the withdrawal of which can be made in accordance with certain agreed conditions, using receipts, ATM cards, other payment order facilities, or transfers.

From this definition, wadiah savings are temporary savings, which can be withdrawn at any time or based on agreement. In the Fatwa of the National Sharia Council, the provisions regarding wadiah savings include:

1. Temporary in nature.
2. Deposits can be withdrawn at any time or by agreement.
3. No compensation is required except voluntary contributions from the bank.(Asiva Noor Rachmayani, 2015)

### **Philosophy of Wadiah**

This discussion will review the philosophical aspects of the wadi'ah contract. This philosophical review explores the nature, purpose, and secrets of Islamic economic law, covering the ontology, epistemology, and axiology of wadi'ah.

#### a. Ontological Review of Wadi'ah

Autologically, wadiah is a deposit that must be safeguarded, where there is a trust given by the muwaddi' to the wadi'. The principle of trust in wadiah reflects how Islam emphasizes mutual trust and responsibility in transactions. Rasulullah saw.

nicknamed Al-Amin (a trustworthy person), which emphasizes the importance of trustworthiness in trading. Apart from that, wadiah also involves control of assets carried out by one party to be collected and managed by another party, with the aim of turning and developing assets for the common good. No less important is the principle of mutual assistance in kindness which is the core of Islamic teachings to build a responsible community economy, based on mutual trust. This principle leads to victory, prosperity and happiness both in this world and the hereafter.

b. Epistemological Review of Wadiah

Wadiah as a contract in sharia transactions has an authoritative basis for its implementation. Scholars agree that wadiah is a transaction that is prescribed and recommended in Islam. This is based on the Qur'an, the Sunnah of the Prophet, and the consensus of scholars. In QS. An-Nisa: 4/58, Allah says, "Indeed, Allah commands you to convey the trust to those who deserve it." Al-Qurthubi in his interpretation states that this verse covers all aspects of religion and sharia, including the affairs of leaders, distribution of property, justice in law, to maintaining deposits and testimonies. In addition to the Qur'an, there are also hadiths that are the basis for wadiah law, such as, "Fulfill the trust of those who give you the trust, and do not betray those who betray you." In addition, ijmak and qiyas also become the basis for determining wadiah, for example, equating the wadiah contract with mudharabah, where property is handed over by one party to be managed by another party with a division of profits and losses. In practice, wadiah is based on maslahah (benefit), which enables the development of sharia economics to adapt to the developments of the times and the challenges of science and technology.

c. Axiological Review of Wadiah

The wadiah contract includes the responsibility to safeguard the trust, whether in the form of property or objects. In QS. An-Nisa: 4, Allah reminds us of the importance of safeguarding the trust. Wahbah Az-Zuhaili explains that this verse underlines the importance of safeguarding everything entrusted to humans, including property and entrusted objects. Safeguarding the trust is part of obedience to Allah. Wadiah as a contract in muamalah emphasizes the principle of mutual consent, not using other people's property in a false manner, not exploitative, and not causing harm or containing usury. Safeguarding the trust is also part of the principle of maqashid asy-syari'ah, namely hifdh al-mal (maintaining property) in muamalah, which aims to safeguard property from loss, and to bring benefits to both the depositor and the owner of the property. This is what distinguishes Islamic economics from other economic systems, which emphasize ethics in economic activities. This ethics is reflected in safeguarding the trust, which is also the initial foundation of the Prophet's popularity in society. In the context of Islamic economics, the practice of wadiah in Islamic banking, for example, aims to protect assets. The application of wadiah supports the economic empowerment of Muslims and the development of Muslim businesses, not only limited to the protection of assets, but also economic development (at-tanmiyah al-iqtishadiyah). (Janwari, 2023)

### **Changes in the Nature of the Wadiah Contract**

Changes in the nature of the wadiah contract can occur when the nature of the trust changes to the nature of the dhamanah. This change can be caused by the following actions:

- a. The entrusted goods are not guarded by the party receiving the entrusted goods  
If someone damages a deposit and the party entrusted with it does not try to maintain the item even though he is able, then the party receiving the deposit has made a mistake. As a result, he is obliged to compensate for the loss (dhamanah), because the person receiving the deposit is responsible for maintaining and safeguarding the item.
- b. Deposit of Goods with Third Parties  
If the entrusted item is handed over again by the party receiving the deposit to someone else who is not a close relative, then the person receiving the deposit is still responsible for the item. If the entrusted item is damaged or lost, the person receiving the deposit is obliged to compensate for the loss. According to Hanafiyah and Hanabilah scholars, this is an obligation because the responsibility to maintain the entrusted item lies with the party receiving the deposit.
- c. Deposit Goods Used by the Party Receiving the Deposit  
Islamic jurisprudence scholars state that if the person who receives the item and it is damaged, even if it is caused by factors beyond his control, he is still obliged to compensate for the loss. This is because the item entrusted is only to be maintained, not to be used. Thus, if the item entrusted is used, then the wadiah contract is considered void or can be considered a betrayal. For example, if Rudi entrusts a motorbike to Riko, but Riko uses it and the motorbike is damaged, then Riko is obliged to compensate for the loss.
- d. Rejection of Deposit  
If the owner of the entrusted goods asks for the goods back, but the party who received the goods hides or denies it, then the party who received the goods is obliged to compensate for the loss. This is agreed upon by all Islamic jurisprudence scholars.
- e. Mixing of Deposited Goods with Personal Goods  
If the entrusted goods are mixed with personal goods to the point where they are difficult to separate, then according to the majority of scholars, the owner of the goods has the right to ask for compensation if the goods cannot be separated. However, if the goods can be separated, the owner of the goods can take the goods back. Based on the opinions of Abu Yusuf and Muhammad Ibn asy-Syaibani, if the goods cannot be separated, the owner of the goods can choose to sell all the goods and take the proceeds from the sale according to the value of the entrusted goods.
- f. Violation of Deposit Terms  
If the owner of the goods sets certain conditions, such as the goods must be stored at home, in the office or in a safe, but the party receiving the goods does not fulfill these conditions, then if damage or loss occurs, the party receiving the goods is obliged to compensate for the loss, unless these conditions are fulfilled.
- g. Items Carried for Travel

If the party receiving the deposit travels far and carries the deposited goods, then if the goods are lost or damaged, the party receiving the deposit is obliged to compensate for the loss.

There are several things that cause the wadiah contract to end, including:

- a. **Death of One of the Contracting Parties**  
If one of the parties, either the depositor (muwaddi') or the deposit recipient (mustawda') dies, the wadiah contract ends.
- b. **Receive a deposit from someone suffering from mental disorders or care**  
If the recipient of the deposit suffers from mental disorders or is under legal remission, the wadiah contract ends.
- c. **Restrictions on Legal Acts of Deposit Recipients**  
If the recipient of the deposit experiences legal restrictions due to bankruptcy or other reasons, the wadiah contract ends.
- d. **Unwillingness of the Depositor to Guard the Goods**  
If the depositee states that he is no longer willing to look after or maintain the deposit and the depositor also terminates the wadiah contract, then the contract ends.
- e. **Destruction of Deposited Goods**  
If the goods or property entrusted are destroyed, the wadiah contract ends.
- f. **Breach of Wadiah Contract by One of the Parties**  
If one of the parties violates the wadiah contract, both the receiver and the depositor, the contract is considered terminated.(Shelemo, 2023)

### **End of Wadiah Contract**

Several factors can cause the termination of a wadiah contract, including:

1. **Damaged Deposit Items**  
Suhendi (2008: 184-185) quoted the opinion of Sulaiman Rasyid who stated that if the party receiving the deposit claims that the deposited object has been damaged without any element of intent, then the claim must be accompanied by an oath so that the statement is legally valid. However, according to Ibn al-Munzir, the statement is legally acceptable without requiring an oath.
2. **Stolen Items**  
According to Ibn Taimiyah, if the person who received the item in trust claims that the item in trust was stolen, while the person's personal property was not lost, then the person is obliged to compensate for the loss that occurred.
3. **The Beneficiary of the Deposit Dies**  
If the party receiving the deposit dies, the obligation to replace the deposit becomes a debt, which must be paid by the heirs.
4. **The entrusted object has long been unknown to its owner**  
If someone receives something entrusted to them and for a long time does not know who the owner is, even though he has tried to find information in a reasonable way

but has not succeeded, then the entrusted object can be used for legitimate interests in Islam, with priority given to the more important matters among the existing problems.(Darmawati & Zen, 2024)

### Conclusion

Wadi'ah, in the sense of fiqh, is a deposit contract in which someone entrusts goods to another party to be kept in good condition. In this concept, the party receiving the deposit is not obliged to replace the goods if damage occurs, unless the damage is caused by his negligence.

However, the practice of wadi'ah in Islamic banking has significant differences with the definition of wadi'ah in classical fiqh books. Wadi'ah applied by Islamic banking is more relevant to the concept of dain or receivables. This is because banks use customer funds to finance various projects.

The main difference between wadi'ah and dain lies in three aspects: the authority to use the goods, the right to the proceeds obtained, and the responsibility for damage or loss. If these three characteristics are attached to the wadi'ah contract, then legally and in reality, this contract changes into a debt contract, no longer wadi'ah.

Thus, it is important for the public to understand these differences in order to adapt the concept of sharia to prevailing practices.

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