

## MITIGATING *GHARAR* RISK IN CONTEMPORARY *ARISAN*: A CASE STUDY OF BOBO VILLAGE

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### Abstract

As a socio-financial practice in Indonesia, *arisan* (a rotating savings and credit association, ROSCA) is increasingly moving to digital and prize-based formats, heightening the risk of contractual ambiguity (*gharar*) and demanding stronger governance. This study maps contemporary *arisan* variants in Bobo Village, identifies the forms and degrees of *gharar*, and formulates mitigation strategies to keep *arisan* valid under *fiqh muamalah*. Using an empirical legal (socio-legal) case study supported by doctrinal analysis, we collected primary data through observation and in-depth interviews with participants and community leaders, and secondary data from the literature. Thematic analysis reveals three interlocking risks: uncertainty over post-disbursement installments by early recipients, a risk imbalance borne by late-turn members, and speculative participation. These conditions shift *gharar* from tolerable (*yasir*) to excessive (*fahish*) when turn order, contribution amounts and timing, payout object, and default remedies are unspecified or hard to enforce. We propose a practical, Sharia-aligned mitigation bundle: detailed written agreements, upfront transparency with periodic reporting, simple digital tools with an audit trail, need-based prioritization via *musyawarah*, and targeted Sharia literacy. The study contributes a typology of *gharar* triggers specific to Indonesian *arisan* and an operational checklist for organizers and participants.

**Keywords:** Contemporary *arisan*; *Fiqh muamalah*; *Gharar*; Risk mitigation

### Abstrak

Sebagai praktik sosial-keuangan di Indonesia, *arisan* kian bergeser ke format digital dan berbasis hadiah, sehingga meningkatkan risiko ketidakjelasan akad (*gharar*) dan



menuntut tata kelola yang lebih kuat. Penelitian ini memetakan varian arisan kontemporer di Desa Bobo, mengidentifikasi bentuk dan derajat gharar yang muncul, serta merumuskan strategi mitigasi agar arisan tetap sah menurut fiqh muamalah. Metode yang digunakan ialah studi kasus sosio-legal yang didukung analisis doktrinal; data primer diperoleh melalui observasi dan wawancara mendalam dengan peserta serta tokoh masyarakat, sedangkan data sekunder berasal dari literatur. Analisis tematik menemukan tiga risiko yang saling terkait: ketidakpastian kelanjutan iuran pasca-pencairan oleh penerima awal, ketimpangan risiko pada anggota yang menerima giliran akhir, dan partisipasi bernuansa spekulatif. Kondisi ini menggeser gharar dari yang ditoleransi (yasir) menjadi berlebihan (fahish) ketika urutan giliran, besaran/waktu iuran, objek pencairan, dan sanksi wanprestasi tidak tegas atau sulit ditegakkan. Peneliti mengusulkan paket mitigasi berbasis syariah: perjanjian tertulis rinci, transparansi dan pelaporan berkala, alat digital berjejak audit, prioritas kebutuhan melalui musyawarah, serta literasi syariah. Kontribusi studi ini berupa tipologi pemicu gharar khusus arisan Indonesia dan daftar periksa operasional bagi penyelenggara/peserta.

**Kata Kunci:** Arisan kontemporer; Fikih Muamalah; Gharar; Mitigasi risiko

## A. INTRODUCTION

*Arisan* as Indonesia's rotating savings and credit association (ROSCA)<sup>1</sup> has long been embedded in community life. The tradition functions both as a savings vehicle and as a means of strengthening social solidarity, especially among women.<sup>2</sup> In practice, *arisan* proceeds through periodic meetings where members contribute money or goods; recipients are then selected by lot to take turns receiving the pooled funds. Over time, however, *arisan* has diversified in form and purpose, including use as a fundraising tool for *haji* and *'umrah* as well<sup>3</sup> as for investment-like activities.<sup>4</sup>

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<sup>1</sup> Shochrul Rohmatul Ajija and Asif Iqbal Siddiqui, "Impact of Joining Rotating Savings and Credit Association (Rosca) on Household Assets in Indonesia," *The Journal of Developing Areas* 55, no. 3 (2021), <https://doi.org/10.1353/jda.2021.0061>.

<sup>2</sup> Munawir K, "Arisan Dalam Perspektif Fiqhi Kontemporer: Antara Kearifan Lokal Dan Kepatuhan Pada Prinsip Syariah" (Makassar: UIN Alauddin Makassar, 2024), <https://uin-alauddin.ac.id/tulisan/detail/-arisan-dalam-perspektif-fiqhi-kontemporer-antara-kearifan-lokal-dan-kepatuhan-pada-prinsip-syariah-1124>.

<sup>3</sup> Jihan Inayah, "Tinjauan Hukum Islam Terhadap Praktik Pelaksanaan Tabungan Arisan Haji (Studi Di Majelis Tabungan Arisan Haji Dan Umroh 'MTHU' Di Pondok Pesantren Ar-Ruhamaa', Playen Gunungkidul)" (Sunan Kalijaga Yogyakarta, 2022), <https://digilib.uin-suka.ac.id/id/eprint/51081/>.

<sup>4</sup> Safira Rahmawati and Istianah Istianah, "Transformasi Arisan Dalam Prespektif Hukum Ekonomi Syariah," *Jurnal Hukum Ekonomi Syariah* 5, no. 2 (2022): 99, <https://doi.org/10.30595/jhes.v5i2.14650>.

Within the domain of *fiqh muamalah*, *arisan* is often analogized to saving and lending.<sup>5</sup> The saving function may be structured through the *wadi'ah* (safekeeping) contract. Classical jurists generally regard *wadi'ah* as a form of mutual assistance: the deposit constitutes a trust held by the custodian, who is obligated to return it upon the owner's request.<sup>6</sup>

Social change and digital technology have, nonetheless, transformed *arisan* into more complex financial arrangements. New variants such as digital *arisan*, prize-based *arisan*,<sup>7</sup> and investment-oriented schemes often involve larger sums, organizers who are not personally known to participants, and opaque winner selection mechanisms.<sup>8</sup> These developments carry significant implications under Islamic law, particularly regarding contract clarity (*akad*). A central concern is *gharar* (legally relevant uncertainty or speculation), which can lead to disputes, inequity, and even fraud.<sup>9</sup> As reported in a ḥadīth narrated by Muslim, “the Prophet prohibited buying and selling *al-hashah* and *gharar*.”<sup>10</sup>

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<sup>5</sup> Fauzul Hanif Noor Athief, Sundari, and Imron Rosyadi, “The Modern Group Rotating Savings (Arisan) as Microfinancing Product : Fine Imposition and Islamic Law Respond,” in *The 6th International Conference on Law, Technology, Spirituality and Society (ICOLESS)* (Malang: Sharia Faculty UIN Maulana Malik Ibrahim Malang, 2023), 26–42.

<sup>6</sup> Wahyu Arsa Prilasa and Imron Mustafa, “Tinjauan Fikih Dan Akad Wadiah Terhadap Praktik Arisan Sebagai Sarana Menabung Di Masyarakat Bancar Tuban,” *Qawānīn Journal of Economic Syaria Law* 7, no. 2 (2023), <https://doi.org/10.30762/qaw.v7i2.305>.

<sup>7</sup> Aminah and Supriyadi, “Praktik Arisan Ukhuwah Berhadiah Dengan Sistem Mudharabah Perspektif Hukum Ekonomi Syariah (Studi Kasus Di KSPPS Yaummi Maziyah Assa'adah Pati),” *JIMSAYA: Jurnal Ilmu Syariah* 1, no. 1 (2022): 117–42; Azam Isykarima and Imron Rosyadi, “Analysis of Arisan Berhadiah in the Perspective of Sharia Economic Law Case Study: Arisan Artha Syari at BMT Syariah Sejahtera Boyolali,” *Electronic Journal of Education, Social Economics and Technology* 6, no. 1 (2025): 313–19.

<sup>8</sup> Rahmawati and Istianah, “Transformasi Arisan Dalam Prespektif Hukum Ekonomi Syariah.”

<sup>9</sup> Humas Polda Metro Jaya, “Polisi Bongkar Kasus Penipuan Arisan Online Gu Arisan Bybiyu 85 Korban Tertipu,” *Tribratanews Polda Metro Jaya* (Jakarta, 2025), <https://tribratanews.metro.polri.go.id/polisi-bongkar-kasus-penipuan-arisan-online-gu-arisan-bybiyu-85-korban-tertipu/>.

<sup>10</sup> Nurinayah, “Praktik Gharar Dalam Transaksi Ekonomi Islam: Telaah Terhadap Kaidah Fiqhiyah,” *Tadayun: Jurnal Hukum Ekonomi Syariah* 4, no. 1 (2023): 63–78, <https://doi.org/10.24239/tadayun.v4i1.99>.

In practice, potential *gharar* can also appear in traditional settings, but it is typically minor (*gharar yasir*) and does not invalidate the contract, owing to strong social ties and community oversight. By contrast, contemporary digital formats are more exposed to major *gharar* (*gharar fāḥiṣ*), which can undermine contractual validity because of heightened fraud risk, the absence of legal safeguards, and unclear accountability.

Given the growing variety and scale of *arisan*, a careful examination of contract validity is needed to keep these practices within the bounds of the Sharia free from *gharar* and conducive to justice and welfare for all participants. Prior studies examine *arisan* from diverse angles, substituting goods for cash,<sup>11</sup> online *arisan* with penalties,<sup>12</sup> the design of Sharia compliant contracts,<sup>13</sup> or an emphasis on *riba*<sup>14</sup> in local contexts alongside literature highlighting transparency, fairness, and digital-era fraud risks. Even so, there remains a gap in comprehensively mapping *gharar* risks across contemporary *arisan* variants using field data and producing practical outputs. This study addresses that gap through an empirical case study in Bobo Village, focusing on identifying forms of *gharar* and formulating mitigation strategies that can be implemented in practice.

Accordingly, this study aims to map the contemporary variants of *arisan* in Bobo Village, identify and classify the forms and degrees of *gharar* they entail, and formulate practical, Sharia-compliant mitigation strategies that organizers and participants can adopt, with particular attention to digital settings.

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<sup>11</sup> Ai Wati and Akmal Hidayat Afwan, “Tinjauan Hukum Ekonomi Syariah Tentang Praktek Arisan Uang Yang Di Ganti Dengan Barang (Studi Kasus Di Pasar Pasirwangi Kecamatan Pasirwangi Kab. Garut),” *Jurnal Hukum Ekonomi Syariah (JHESY)* 1, no. 1 (2022), <https://doi.org/10.37968/jhesy.v1i1.187>.

<sup>12</sup> Novia Ilhami, “Tinjauan Hukum Ekonomi Syari’ah Terhadap Penetapan Denda (Al-Gharamah) Dalam Arisan Online Amanah Di Kota Bengkulu” (IAIN Bengkulu, 2021).

<sup>13</sup> Ahmad Muhaisin B. Syarbaini, “Implementasi Akad Syariah Dalam Tradisi Arisan Uang,” *Studia Economica: Jurnal Ekonomi Islam* 8, no. 1 (2022), <https://doi.org/10.30821/se.v8i1.12626>.

<sup>14</sup> Ramadhita Ramadhita and Irfa Roidatul Khoiriyah, “Akad Arisan Online: Antara Tolong Menolong Dan Riba?,” *Al-Mashlahah Jurnal Hukum Islam Dan Pranata Sosial* 8, no. 01 (2020).

## B. METHOD

This study employs empirical legal (socio-legal) research with a case-study approach supported by doctrinal analysis. The case under study involves weekly *arisan* practices in Bobo Village, West Dolo District, Sigi Regency. Primary data are collected through observation of *arisan* meetings and in-depth interviews with organizers, participants, and community leaders selected through purposive sampling. Secondary data are obtained through a literature review of books and scholarly articles on *arisan* and *gharar*. The analysis proceeds thematically by coding the forms of *gharar* and linking them to *fiqh* norms and prudential principles. Validity is strengthened through source and method triangulation.

## C. RESULTS AND DISCUSSION

### 1. Definition of *Gharar* in *Arisan*

*Gharar* means risk, uncertainty, or hidden hazard. In the context of Sharia-governed transactions, *gharar* refers to ambiguity in a contract (*akad*) that can harm one party because essential information such as the subject matter, price, time, or conditions of performance is unknown.<sup>15</sup>

Classical jurists offer varied yet complementary definitions of *gharar*. Al-Qarafi defines *gharar* as a contract whose realization is not clearly known whether its legal effects will materialize—illustrated by selling a bird still in the air or a fish still in the water. Ibn Taymiyyah describes *gharar* as something whose ultimate outcome is unknown (*al-majhul al-'aqibah*), while Abu Ya'la characterizes it as a matter suspended between two possibilities, with neither enjoying clear predominance.<sup>16</sup>

Jurists distinguish between excessive *gharar* (*gharar faḥish*), which is prohibited because it disrupts the substance of the contract and creates a serious risk of loss and dispute, and slight *gharar* (*gharar yasir*), which is

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<sup>15</sup> Wahbah Al-Zuhayli, "Al-Fiqh Al-Islami Wa Adillatuh," in *Juz 5* (Damaskus: Dar Al-Fikr, 2004), 3429; Nurinayah, "Praktik Gharar Dalam Transaksi Ekonomi Islam: Telaah Terhadap Kaidah Fiqhiyah."

<sup>16</sup> Nuhbatul Basyariah, "Larangan Jual Beli Gharar: Kajian Hadist Ekonomi Tematis Bisnis Di Era Digital," *Mukaddimah: Jurnal Studi Islam* 7, no. 1 (2022): 40–58, <https://doi.org/10.14421/mjsi.71.2902>.

excused when it does not impede the primary benefit of the contract.<sup>17</sup> Al-Nawawi records a scholarly consensus that *gharar yasir* is tolerable and does not invalidate the contract.<sup>18</sup> Ibn al-Qayyim clarifies that not all instances of *gharar* render a contract unlawful; minor or unavoidable uncertainty is permitted, while excessive and avoidable *gharar* is prohibited because it undermines the contract's clarity and fairness. The practical measure of minor *gharar* is what ordinary market custom (*'urf*) tolerates without harm or dispute.<sup>19</sup>

Applied to *arisan*, ambiguity can arise over key terms of the arrangement: the turn order who receives the pooled funds early or late, the amount how much each member must contribute or will receive, the subject matter whether the payout consists of cash or specified goods, and the sanctions what consequences apply if a participant defaults. Such uncertainty can create the risk of loss, for example when a member feels disadvantaged for not receiving a turn as expected, or when another participant fails to meet obligations and no binding penalty is enforced. From a *fiqh* perspective, the kind of *gharar* that vitiates a contract is excessive *gharar* (*gharar fahish*), such as uncertainty about the value of benefits, timing, or outcome of the contract.<sup>20</sup> Scholarly views on *arisan* fall into two principal camps those who permit it and those who prohibit it depending on the contract structure and its implementation:<sup>21</sup>

#### a. Scholars Permitting *Arisan*

Most contemporary scholars including Shaykh Ibn Baz, Ibn al-'Uthaymin, Abdullah bin Abdul-Rahman bin Jibrin, Sa'id Abdul 'Adhim,

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<sup>17</sup> Muhammad Izzam Affero and Imron Mustofa, "Dinamika Konsep Gharar Dalam Transaksi Keuangan Perspektif Ulama Fikih Klasik," *Ma'mal: Jurnal Laboratorium Syariah Dan Hukum* 5, no. 5 (2024): 477-97, <https://doi.org/10.15642/mal.v5i5.383>.

<sup>18</sup> "Al-Majmu' Syarh Al- Muhadzdzab," in *Jilid 9* (Beirut: Dar Ihya' al-Turath al-'Arabi, 1995), 258.

<sup>19</sup> Nurinayah, "Praktik Gharar Dalam Transaksi Ekonomi Islam: Telaah Terhadap Kaidah Fiqhiyah."

<sup>20</sup> Muhammad Nadratuzaman Hosen, "Analisis Bentuk Gharar Dalam Transaksi Ekonomi," *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah* 1, no. 1 (2009), <https://doi.org/10.15408/aiq.v1i1.2453>.

<sup>21</sup> Mokhamad Rohma Rozikin, "Hukum Arisan Dalam Islam," *Nizham: Jurnal Studi Keislaman* 6, no. 2 (2018), <https://e-journal.metrouniv.ac.id/nizham/article/view/1307>.

Abdullah al-‘Imrani, and Mustafa al-‘Adawi hold that *arisan* is permissible so long as it is free of *riba*, *gharar*, and gambling.<sup>22</sup> Their reasons include:

- 1) *Arisan* is a form of cooperation and mutual assistance (*ta’awun*)<sup>23</sup> consistent with the *maqasid shariah*;
- 2) there is no additional benefit (*ziyadah*) that disadvantages any party, since each participant ultimately receives the same amount;<sup>24</sup>
- 3) the practice can be classified as *qard* an interest-free loan permitted in Islam. The operative reality of *arisan* is a *qard* structure, and Further supporting this permissive view, That the Saudi Permanent Committee (Lajnah al-Da’imah) issued Fatwa No. 164 (1410 AH), chaired by Shaykh ‘Abd al-‘Aziz bin Baz, declaring *arisan* permissible as a form of *qard* with no stipulated increase.<sup>25</sup> therefore the baseline ruling is *mubāh*.<sup>26</sup>
- 4) ‘*urf* (market custom) elements that do not conflict with the text can be recognized; the conditions are that there are no prohibited transactions and that the etiquette of borrowing and lending is maintained.<sup>27</sup>

Shaykh Ibn al-‘Uthaymīn even described such arrangements as recommended (*sunnah*) when they provide a lawful way to obtain capital and pool funds without *riba*. Ruled the arrangement permissible because no increment over principal is required and the benefit to participants does not diminish anyone’s wealth. Moreover, using a drawing to determine turn order does not taint the contract, since lots are an accepted means of allocating rights among equally entitled claimants.<sup>28</sup>

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<sup>22</sup> Rozikin; Athief, Sundari, and Rosyadi, “The Modern Group Rotating Savings ( *Arisan* ) as Microfinancing Product : Fine Imposition and Islamic Law Respond.”

<sup>23</sup> Oni Sahroni, “Fikih Milenial: Arisan,” *Republika*, 2019.

<sup>24</sup> Erwandi Tarmizi, *Harta Haram Muamalat Kontemporer*, 19th ed. (Bogor: PT. Berkah Mulia Insani, 2018), 535.

<sup>25</sup> Tarmizi, 535.

<sup>26</sup> Rozikin, “Hukum Arisan Dalam Islam”; Tarmizi, *Harta Haram Muamalat Kontemporer*; Sahroni, “Fikih Milenial: Arisan.”

<sup>27</sup> Sahroni, “Fikih Milenial: Arisan.”

<sup>28</sup> Tarmizi, *Harta Haram Muamalat Kontemporer*, 535.

## b. Scholars Prohibiting *Arisan*

Conversely, scholars who prohibit *arisan* including Shaykh Ṣaliḥ al-Fawzan, ‘Abd al-‘Aziz bin ‘Abdullah Al al-Shaykh, ‘Abd al-Raḥim al-Taḥḥan, and ‘Abd al-Raḥman al-Barraq argue that, in practice, it can resemble *qard jarra naf’an* a loan that yields a benefit—and therefore constitutes concealed *riba* (legal maxim: *kullu qarḍin jarra naf’an fahuwa riba*).<sup>29</sup> This view is reinforced by Shaykh al-Fawzan, who explicitly classifies *arisan* as “a loan conditioned on a counter-loan,” in which the cash recipient is the borrower. The benefit accruing to the lender in the form of a promised counter-loan renders *arisan* a prohibited form of *riba*.<sup>30</sup>The violations often cited include:<sup>31</sup>

- 1) a requirement of reciprocation, such as hosting meals or charging administrative fees that exceed actual costs;
- 2) an imbalance between the amount contributed and the amount received, especially in escalating schemes;
- 3) the potential for conflict when early recipients delay subsequent contributions;
- 4) the use of a lottery (*qur‘ah*) accompanied by a disproportionate transfer of rights/benefits, edging toward *maysir*;
- 5) a lack of contractual clarity (e.g., turn schedule, contribution amount, subject matter, or penalties), giving rise to *gharar faḥish*; and
- 6) combining two contracts at once (e.g., packaging a sale with a loan) or stipulating a benefit for the lender, which renders the transaction something other than a pure loan.

Within *fiqh muamalah*, *gharar* is a prohibited element in contracts because it introduces ambiguity that can harm one of the parties. In *arisan* practice, *gharar* often appears<sup>32</sup> in the form of:

- 1) Uncertainty about the time of receipt, especially in schemes that use a lottery without clear criteria. Participants who need funds in

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<sup>29</sup> Rozikin, “Hukum Arisan Dalam Islam.”

<sup>30</sup> Tarmizi, *Harta Haram Muamalat Kontemporer*, 534.

<sup>31</sup> Rozikin, “Hukum Arisan Dalam Islam.”

<sup>32</sup> Cut Ainul Ridha, “Analisis Keberadaan Unsur Gharar Dan Riba Pada Praktik Arisan Online Menurun” (UIN Ar-Raniry Banda Aceh, 2022).

the near term cannot know when their turn will come, creating an imbalance between needs and benefits;

- 2) Unclear value of the benefit from participation. In some cases, contributions are inconsistent or additional charges—such as administrative fees—are imposed without prior agreement;
- 3) Unclear disbursement/withdrawal mechanisms, particularly where no written documentation is used;
- 4) Oral-only arrangements that increase the risk of conflict because there is no evidence of a binding agreement.

In Sharia-governed transactions, clarity (*bayan*) is a condition for a valid contract. Accordingly, when these uncertainties are not controlled, the *arisan* contract cannot be deemed valid under the Sharia.

## 2. *Arisan* Variants

In Indonesian society, *arisan* takes several forms, each carrying a different level of potential *gharar* depending on transparency, intent, and how the scheme is run. The main types are:

### a. Conventional *arisan*

Each participant contributes funds at regular intervals, and the recipient is determined by lottery. Provided that the contribution amount, payout schedule, and turn order are clearly set in advance, *gharar* is minimal because the contract satisfies the requirement of clarity.<sup>33</sup>

### b. Goods-based *arisan*

Here, contributions are converted into goods such as a motorcycle or a mobile phone.<sup>34</sup> The potential for *gharar* increases if the item's value does not match market price or was not agreed upon beforehand. Any discrepancy between the item's value and total contributions can create inequity and contractual ambiguity.

### c. Online *arisan* (Instagram/WhatsApp)

Typically organized without a formal written contract and

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<sup>33</sup> Anwar Hakim, "Analisis Hukum Arisan Dalam Perspektif Islam," *Jurnal Literasiologi* 12, no. 4 (2024): 83–98, <https://doi.org/10.47783/literasiologi.v12i4.821>.

<sup>34</sup> Wati and Afwan, "Tinjauan Hukum Ekonomi Syariah Tentang Praktek Arisan Uang Yang Di Ganti Dengan Barang (Studi Kasus Di Pasar Pasirwangi Kecamatan Pasirwangi Kab. Garut)."

conducted via social media or WhatsApp groups,<sup>35</sup> this format is highly exposed to *gharar* due to the lack of legal safeguards and heightened fraud risk. Participants can be harmed if the organizer defaults or absconds with the funds.

d. Prize-based (“circulation”) *arisan*

This model includes a prize or cashback received by only one participant.<sup>36</sup> It tends to involve *gharar* and *maysir* (speculation/ games of chance) because gains are unequal and contingent. In some cases it may also entail *riba* if any repayment exceeds principal.

e. Social (*qard*) *arisan*

Intended to help members in emergencies in a spirit of mutual assistance, this type avoids *gharar* when no party gains a monetary advantage and all terms are transparent. It is even commendable as a *tabarru* ‘ (charitable) arrangement.<sup>37</sup>

Across all types, clearly specifying the contribution amount, timing, turn order, and default penalties preferably in a written agreement is essential to minimizing *gharar* and ensuring Sharia-compliant validity.

### 3. *Arisan* in Bobo Village

Based on observations and interviews in Bobo Village, West Dolo District, Sigi Regency, a weekly *arisan* involving homemakers has been held offline every Monday at Bobo Market. At the outset, the scheme operated smoothly: each member received the pooled funds in turn, following a predetermined name order. Over time, however, problems

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<sup>35</sup> Ridha, “Analisis Keberadaan Unsur Gharar Dan Riba Pada Praktik Arisan Online Menurun”; Ramadhita and Khoiriyah, “Akad Arisan Online: Antara Tolong Menolong Dan Riba?”; Celia Amanda Putri, Muhammad Fikri Asnawir, and Rosdalina Bukido, “Praktik Arisan Online Dengan Sistem Menurun: Implikasi Hukum Positif Dan Tinjauan Hukum Islam Terhadap Akun Instagram @Arisanku\_,” *Al-'Aqdu: Journal of Islamic Economics Law* 3, no. 1 (2023), <https://doi.org/10.30984/ajiel.v3i1.2573>.

<sup>36</sup> Isykarima and Rosyadi, “Analysis of Arisan Berhadiah in the Perspective of Sharia Economic Law Case Study: Arisan Artha Syari at BMT Syariah Sejahtera Boyolali”; Aminah and Supriyadi, “Praktik Arisan Ukhuwah Berhadiah Dengan Sistem Mudharabah Perspektif Hukum Ekonomi Syariah (Studi Kasus Di KSPPS Yaummi Maziyah Assa’adah Pati).”

<sup>37</sup> Budi Dharma and Ahmad Muhaisin B. Syarbaini, “Managing Arisan as An Alternative Islamic Finance Based on Its Critical Risk,” in *Proceedings of the 3rd International Conference of Islamic Finance and Business, ICIFEB* (EAI, 2022), <https://doi.org/10.4108/eai.19-7-2022.2328213>.

emerged.

Several homemakers who had already received early disbursements began to delay—or even stop—paying their weekly contributions. They primarily explained that they no longer traded at Bobo Market and thus no longer had regular income from that venue. This situation harmed members awaiting their turns, because the funds that should have accumulated from contributions were no longer fully available.<sup>38</sup> In the Bobo *arisan*, elements of *gharar* arise due to:

- a) Payment uncertainty. After members receive their *arisan* disbursements, there is no strong guarantee or enforceable commitment ensuring that they will continue paying subsequent installments, creating uncertainty for members who have not yet received their turn;
- b) Imbalance of risk. Participants whose turns fall near the end bear greater risk of loss because they depend on the continued commitment of earlier recipients, producing an inequitable imbalance;
- c) Speculative motive. If the motivation to join *arisan* is merely to obtain funds quickly without a long-term commitment to pay the installments, the arrangement takes on a speculative character that approaches prohibited *gharar*.

Accordingly, unless this model is accompanied by guarantee mechanisms, transparent rules, and a binding written agreement, it may contain *gharar* that vitiates the validity of the transaction from a Sharia perspective.

#### **4. Mitigating *Gharar* Risk in *Arisan***

To minimize *gharar* risk, several practical strategies can be implemented:

- a) Written agreement. Prepare a written contract that all members can rely on, specifying the number of participants, contribution amounts, payment schedule, the method for selecting recipients, and penalties for late installments. Studies on online *arisan* disputes show that

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<sup>38</sup> Results of interviews with Hajra, 21 June 2025 in Bobo Village.

written agreements provide stronger evidentiary power and binding force than oral arrangements and make remedies clearer if default occurs;<sup>39</sup>

- b) Transparency of information. Require up-front disclosure of all rules and regular publication of rosters, drawing results, and simple cash reports. Empirical work finds that ambiguity over “what is paid/received” or switching to goods without clear pricing is what drives member losses; design papers on *arisan* systems explicitly target “transparency and accountability” as core outcomes;<sup>40</sup>
- c) Digital tools. Manage the group with lightweight *arisan* apps (for calendars, auto-logs, and downloadable ledgers) or purpose-built web tools that keep an auditable trail of draws and payments; systems papers show these tools reduce information gaps, and blockchain-style proposals aim to harden tamper-resistance. This is also a response to documented online *arisan* scams uncovered by police;<sup>41</sup>
- d) Priority based on need (*musyawarah*). Where the group’s aim is mutual aid, let members jointly prioritize those with near-term needs for earlier turns; contemporary *fiqh* guidance frames *arisan* as *taawun* (mutual assistance) for meeting primary/secondary needs, provided impermissible terms are avoided;<sup>42</sup>

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<sup>39</sup> Muhamad Hanif Rifayandhi, “Kekuatan Hukum Dan Akibat Hukum Perjanjian Arisan Online Secara Lisan Pada Media Sosial Facebook,” *USM Law Review* 8, no. 1 (2025): 105–27, <https://doi.org/10.26623/julr.v8i1.11327>; Hugo Vidhitasgoro, C Kastowo, and E Sundari, “The Power of Proof of an Online Arisan Agreement in the Verdict of PKPU Number 10/Pdt-Sus-PKPU/2021/Pn.Smg in Accordance with the Theory Of Legal Positivism and Justice,” *International Journal of Social Science and Human Research* 7, no. 04 (2024): 2484–91, <https://doi.org/10.47191/ijsshr/v7-i04-33>.

<sup>40</sup> Wati and Afwan, “Tinjauan Hukum Ekonomi Syariah Tentang Praktek Arisan Uang Yang Di Ganti Dengan Barang (Studi Kasus Di Pasar Pasirwangi Kecamatan Pasirwangi Kab. Garut).”

<sup>41</sup> Yosep Tara Lintin et al., “Rancang Bangun Aplikasi Arisan Online Dengan Smart Contract Untuk Meminimalisir Resiko Penipuan,” *Jurnal SPEKTRUM* 10, no. 4 (2023): 128, <https://doi.org/10.24843/spektrum.2023.v10.i04.p17>; Fuadur Rahman Alfaroby et al., “Pengembangan Aplikasi Arisan Berbasis Web Untuk Meningkatkan Transparansi Dan Akuntabilitas,” *Sosial Dan Sains (SOSAINS)* 5, no. 5 (2025): 167–86, <https://doi.org/10.59188/jurnalsosains.v5i5.32165>.

<sup>42</sup> Sahroni, “Fikih Milenial: Arisan.”

e) Sharia education. Offer short orientation on how *qard* differs from *riba*, what counts as *gharar* (uncertainty), and how *maysir* (gambling) can creep in. Recent reviews underline that *gharar* is prohibited where it creates material uncertainty over subject, price, or timing so member literacy is a practical control.<sup>43</sup>

Well-run ROSCAs or *arisan* in Indonesia are associated with measurable asset gains for households evidence that the model works when governance and clarity are in place.<sup>44</sup> Together, these measures enhance contractual clarity, reduce disputes, and help keep *arisan* arrangements compliant with Sharia.

#### D. CONCLUSION

That weekly *arisan* in Bobo Village features points at which legally consequential *gharar* emerges most notably when early recipients delay installments, producing uncertainty over continued payments, a risk imbalance borne by late-turn members, and incentives for speculative participation. In such conditions, lack of clarity and enforceability regarding turn order, contribution amounts and timing, payout object, and default remedies shifts *gharar* from tolerable (*yasir*) to excessive (*fahish*) under *fiqh muamalah*. To address these risks, the study recommends a Sharia-aligned set of mitigating: a detailed written agreement, upfront transparency with periodic reporting, simple digital tools that create an auditable trail, need-based prioritization via *musyawarah*, and targeted literacy on *qard*, *riba*, *gharar*, and *maysir*. The study's contribution is a typology of *gharar* triggers specific to Indonesian *arisan* and an operational checklist for organizers and participants. Its principal limitations are the single-village scope and modest sample size; future work should test these measures across more diverse settings and quantify their impact on default and dispute rates.

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<sup>43</sup> Nurinayah, "Praktik Gharar Dalam Transaksi Ekonomi Islam: Telaah Terhadap Kaidah Fiqhiyah."

<sup>44</sup> Ajija and Siddiqui, "Impact of Joining Rotating Savings and Credit Association (Rosca) on Household Assets in Indonesia."

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