

A Legal Semantic Anthropological Reading of *Kataba*: Constructing the Qur'anic Evidentiary Order of Debt

 Mohammad Luthfil Anshori^{1*}

Authors'

Affiliation:

¹STAI Al-Anwar
Sarang, Rembang,
Indonesia.

*correspondence:
luthfiانشori@staial-anwar.ac.id

Abstract: Qur'an 2:282 is often read as a legal instruction to record deferred debt, leaving the social and evidentiary significance of *kataba* underexplored. This article examines how *kataba* moves beyond graphic writing to shape an evidentiary order for debt transactions. The study uses qualitative library research based on *mawḍū'ī-nuzūlī* theory, supported by lexical-semantic analysis, comparative exegesis, and legal anthropology as a limited conceptual lens. Its primary sources include classical Arabic lexicons and the commentaries of al-Ṭabarī, al-Qurṭubī, al-Rāzī, and Ibn 'Āshūr. The findings show that the semantic associations of k-t-b with gathering, binding, prescribing, and obligating become relevant only through the structure of the verse. Although exegetes disagree over whether *fa-uktubūhu* indicates obligation or strong recommendation, they share a concern with protecting rights, strengthening proof, and preventing disputes. The verse establishes an evidentiary order through the debtor's dictation, the impartial work of the *kātib bi al-'adl*, testimony, and protection for scribes and witnesses. This structure articulates documentary consciousness as the normative expectation that financial rights and obligations should acquire a readable and verifiable form capable of establishing responsibility.

Abstrak: QS. al-Baqarah 282 sering dipahami sebagai dasar hukum pencatatan utang bertempo, tetapi makna sosial dan pembuktian dari *kataba* belum banyak dikaji secara mendalam. Artikel ini menelaah bagaimana *kataba* tidak hanya menunjuk tindakan menulis, melainkan membentuk tata bukti dalam transaksi utang. Dengan menggunakan teori *mawḍū'ī-nuzūlī* sebagai kerangka utama, analisis dilakukan melalui penelitian kepustakaan kualitatif yang memadukan kajian leksikal-semantik, perbandingan tafsir, dan antropologi hukum sebagai lensa konseptual terbatas. Sumber utama yang digunakan meliputi leksikon Arab klasik serta tafsir al-Ṭabarī, al-Qurṭubī, al-Rāzī, dan Ibn 'Āshūr. Temuan artikel menunjukkan bahwa makna akar k-t-b yang berkaitan dengan menghimpun, mengikat, menetapkan, dan mewajibkan memperoleh relevansinya melalui struktur ayat. Meskipun para mufasir berbeda pendapat mengenai status hukum *fa-uktubūhu*, mereka sama-sama menempatkan penulisan sebagai sarana menjaga hak, menguatkan bukti, dan mencegah sengketa. Ayat ini membangun tata bukti melalui pendiktean debitur, *kātib bi al-'adl*, persaksian, dan perlindungan terhadap penulis serta saksi. Struktur tersebut membentuk kesadaran dokumentatif bahwa hak dan kewajiban finansial perlu memiliki bentuk yang dapat dibaca, diverifikasi, dan dipertanggungjawabkan.

Keywords:
Semantics-
Anthropology;
Debt
Documentation;
Documentary
Consciousness;
Evidentiary
Order; Islamic
Business Law.

Introduction

Qur'an 2:282 has a distinctive place in Qur'anic discussions of *mu'āmalāt*. It addresses debt, maturity, writing, witnesses, and the protection of those involved in producing evidence. Its significance extends beyond these legal matters. The verb *kataba* becomes important through the command *fa-uktubūhu*, or "write it down." Writing is placed at the center of a debt relationship rather than treated as a peripheral administrative act.¹ Interpretations often concentrate on whether recording a debt is obligatory or recommended, while paying less attention to how *kataba* shapes understandings of evidence, responsibility, and transactional order. Qur'an 2:282 does more than ask the parties to record a debt. It encourages them to give financial rights a form that can be revisited, witnessed, and held accountable.² The structure of the verse reinforces this concern. *Fa-uktubūhu* is followed by the appointment of a *kātib bi al-'adl* (a scribe who writes justly), rules concerning who dictates the debt, the presence of witnesses, and a warning not to neglect either a small or a large debt. These elements form an integrated procedure involving the document, the parties, the scribe, and the witnesses.³ This article calls the resulting orientation documentary consciousness, meaning an awareness that transactional rights and obligations should be placed in a stable form that can be reexamined and used to prevent disputes.

Classical studies may be grouped into three broad strands. Classical exegesis and *tafsīr al-aḥkām* mainly examine the legal force of writing, its relationship to testimony, and its evidentiary function. Al-Ṭabarī records disagreement over whether writing a debt is obligatory or may be relaxed when the parties trust one another. Al-Qurṭubī situates the verse within the law of debt, testimony, and *ḥujjah* (legally probative evidence). Al-Rāzī emphasizes the prevention of forgetfulness and denial, while Ibn 'Ashūr reads the verse as part of *al-tawaththuqāt al-māliyyah* (measures for securing financial rights).⁴ These interpretations establish the importance of documentation, but their principal concern remains its legal status and probative function.

Modern studies of *fiqh mu'āmalāt* commonly cite Qur'an 2:282 as a normative basis for recording contracts, protecting rights, and clarifying obligations. Scholars' studies on Islamic contract law argues that documentation and proof make a contract accountable when a dispute occurs.⁵ Ulandari and Anam's study of contingent debt in traditional economic transactions also shows that informal and unwritten arrangements may obscure obligations, reinforce unequal positions, and enable domination by one party. These studies illuminate contractual ethics and the protection of rights, but they do not

¹ al-Qurṭubī Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'Ān*, 2nd ed., vol. 5 (Dār al-Kutub al-Miṣriyyah, 1964); Waḥbah Az-Zuhaylī, *Al-Fiqh Al-Islāmī wa Adillatuhu*, 2nd ed., vol. 3 (Dārul Fikr, 1985).

² Syamsul Anwar, *Hukum Perjanjian Syariah : Studi Tentang Teori Akad Dalam Fikih Muamalat* (Rajawali Pers, 2010).

³ Michael Cook, *Studies in the Economic History of the Middle East* (Taylor and Francis, 2013).

⁴ Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'Ān*, vol. 5; Muḥammad ibn Jarīr al-Ṭabarī, *Jāmi' al-Bayān 'an Ta'wīl Āy al-Qur'Ān*, vol. 7, ed. Aḥmad Muḥammad Syākīr (Dār al-Ma'ārif, n.d.); Fakhr al-Dīn al-Rāzī, *Mafātīḥ Al-Ghayb*, vol. 2 (Dār al-Fikr, n.d.); Muḥammad bin Ṭāhir Ibnu 'Āsyūr, *Tafsīr Al-Tahrīr Wa at-Tanwīr* (Dār al-Tūnisiyyah, n.d.).

⁵ Anwar, *Hukum Perjanjian Syariah : Studi Tentang Teori Akad Dalam Fikih Muamalat*; Mahmoud A. El-Gamal, *Islamic Finance: Law, Economics, and Practice* (Cambridge University Press, 2006).

examine *kataba* as a Qur'anic concept that forms a documentary orientation within *mu'āmalāt*.⁶

Social and historical research offers another perspective. Harun et.al, identify evidence of writing during the Prophet's lifetime, challenging portrayals of early Islamic society as wholly unfamiliar with it.⁷ Donner and Hasselbach likewise show that writing was known across late antique Arabia, although Arabic writing in the Hijaz had not become an evenly established practice.⁸ This study provides historical context but does not explain how *fa-uktubūhu* gave writing a normative place within debt transactions. A specific question remains unresolved. Exegetical studies discuss the law of recording and testimony, Islamic commercial jurisprudence explains their role in contracts and the protection of rights, and historical research traces the uneven presence of writing in early Arabia. Few studies bring these discussions together by treating *kataba* as the link between Qur'anic semantics, *tafsīr al-aḥkām*, and documentary consciousness. The issue is not limited to whether a debt must be written. It concerns how the Qur'an presents debt as a relationship that should be ordered through verifiable evidence.

This study uses *mawḍū'ī-nuzūlī* theory as its main interpretive framework. The theory integrates thematic and historical readings of Qur'anic legal discourse. It treats legal verses as mutually explanatory, examines the relation between text and context, and opens space for limited interdisciplinary engagement when legal meaning is connected to social practice.⁹ Applied to Qur'an 2:282, this framework does not turn the article into a broad thematic study of every verse on debt or contract. The thematic focus is narrower, namely the concept of *kataba* and the documentary procedure surrounding it. The *nuzūlī* dimension appears in the article's attention to deferred debt, oral culture, uneven writing practices, and the social function of documentation in early Islamic society.¹⁰

Oral culture remained influential in early Arabian society. Memory, reputation, fidelity to promises, and tribal networks carried considerable social weight, although writing was neither unknown nor entirely absent. Ibn 'Āshūr notes that writing skills were limited among the Arabs when the verse was revealed and were more familiar in al-Anbār, al-Ḥīrah, parts of Yemen, and among a small number of people in Mecca and Medina. Ibn 'Āshūr places the verse within *al-tawaththuqāt al-māliyyah*, which secured rights through testimony, *rahn* (pledge), and trust.¹¹ Documentation therefore appears

⁶ Ayu Ulandari and Muh Yusril Anam, "Contingent Liability in Traditional Economic Transactions: An Islamic Business Ethics Study in Dusun Cappelgo: Utang-Piutang Bersyarat Dalam Praktik Transaksi Ekonomi Tradisional: Kajian Etika Bisnis Islam Di Dusun Cappelgo," *Az-Zarqa': Jurnal Hukum Bisnis Islam* 16, no. 2 (2024): 203–23, <https://doi.org/10.14421/az-zarqa.v16.i2.4084>.

⁷ Daud Rasyid Harun et al., "The Writing of Hadith in the Era of Prophet Muhammad: A Critique on Harun Nasution's Thought," *Al-Jami'ah: Journal of Islamic Studies* 59, no. 1 (2021): 191–220, <https://doi.org/10.14421/ajis.2021.591.191-220>.

⁸ Fred McGraw Donner and Rebecca Hasselbach, eds., *Scripts and Scripture: Writing and Religion in Arabia circa 500-700 CE*, Late Antique and Medieval Islamic Near East, number 3 (The Oriental Institute of the University of Chicago, 2022); Robert G. Hoyland, *Arabia and the Arabs: From The Bronze Age to The Coming of Islam* (Routledge, 2001).

⁹ Ali Sodiqin, *Teori Maudhu'i Nuzuli sebagai Dasar Pengembangan Fikih Maqasidi* (Fakultas Syari'ah dan Hukum UIN Sunan Kalijaga Yogyakarta, 2024).

¹⁰ Ali Sodiqin, *Antropologi Al-Quran: Model Dialektika Wahyu Dan Budaya* (Ar-Ruzz Media, 2008); Ali Sodiqin, "Antropologi Hukum sebagai Pendekatan dalam Penelitian Hukum Islam," *Al-Manahij: Jurnal Kajian Hukum Islam* 7, no. 1 (2013): 115–26, <https://doi.org/10.24090/mnh.v7i1.581>.

¹¹ Ibnu 'Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr Juz 26."

as a means of protecting rights and preventing disputes, not merely as a response to suspicion. Documentary consciousness is understood here as a normative construction in the verse and its exegesis, not as evidence that early Islamic society immediately became fully documentary.¹²

The principal research question asks how the Qur'an develops the social and legal meaning of *kataba* in Qur'an 2:282 from an act of writing into a normative documentary practice for debt transactions. Three related questions organize the analysis. The first examines the Qur'anic semantic field of *kataba*. The second considers how exegetes understand *fa-uktubūhu* and the position of the *kātib bi al-'adl*. The third asks what social and legal consciousness the command to document debt constructs for early Islamic society. A central contribution of this article lies in reading *kataba* neither solely as a lexical item nor merely as a legal basis for recording debt. Unlike studies centered on the formal status of writing and testimony, this article approaches *kataba* as a concept that organizes evidence, responsibility, and justice in debt relations. The study explains how Qur'an 2:282 frames documentation as part of evidentiary ethics and the protection of rights while preserving the role of exegesis in understanding that formation.

Method

This qualitative library study uses *mawḍū'ī-nuzūlī* theory as its main methodological framework. The framework combines thematic reading with historical attention to the context of revelation. It is suitable for this study because Qur'an 2:282 is a legal verse whose meaning cannot be separated from the concept it develops, the social problem it addresses, and the evidentiary procedure it establishes. The thematic focus is not debt in the Qur'an as a whole, but the concept of *kataba* and the documentary structure surrounding it in Qur'an 2:282.

The main object is Qur'an 2:282, especially *fa-uktubūhu, wa-l-yaktub baynakum kātib bi al-'adl, wa-lā ya'ba kātib an yaktuba, wa-l-yumlil alladhī 'alayhi al-ḥaqq*, and their relationship to *al-shahādah*. The unit of analysis includes the root *k-t-b* and the sequence of actions prescribed by the verse. These actions cover determining the maturity of a debt, recording it, dictating its terms, appointing a just scribe, presenting witnesses, and protecting scribes and witnesses from harm. This design allows *kataba* to be examined as part of a documentary procedure rather than as an isolated lexical item. Primary materials consist of the Qur'an, classical Arabic lexicons, and selected classical and modern commentaries. *Lisān al-'Arab* provides the main lexical evidence for the semantic range of *k-t-b*. The exegetical corpus comprises the works of al-Ṭabarī, al-Qurṭubī, al-Rāzī, and Ibn 'Ashūr. They were selected purposively because they represent distinct but relevant approaches. Al-Ṭabarī records early transmitted interpretations and legal disagreement, al-Qurṭubī offers an *aḥkām*-oriented reading, al-Rāzī develops rational and argumentative analysis, and Ibn 'Ashūr gives particular attention to the social and *maqāṣid*-based dimensions of the verse. Secondary materials provide historical evidence on orality, writing practices in early Arabia, and the recording of hadith during the Prophet's lifetime

¹² Chiheb Negadi, "ARCHAEOLOGICAL DOCUMENTATION OF HISTORICAL EVENTS IN THE HOLY QURAN - STORIES OF THE PROPHETS AS A MODEL-," *RIMAK International Journal of Humanities and Social Sciences* 04, no. 01 (2022): 01-17, <https://doi.org/10.47832/2717-8293.15.1>.

Analysis proceeded in four stages. First, the *mawḍūʿī* stage identified the thematic structure of documentation in Qur'an 2:282 by reading *kataba* together with *dayn*, *ajal musammā*, *kātib bi al-ʿadl*, dictation, and testimony. Second, lexical-semantic analysis mapped the meanings associated with *k-t-b* in classical Arabic and selected Qur'anic usage, while testing each meaning against the verse's internal structure.¹³ Third, the exegetical stage compared the four commentaries in relation to the legal status of *fauktubūhu*, the function of the scribe, and the relation between writing, testimony, and the protection of rights. Fourth, the *nuzūlī* and socio-legal stage read these findings alongside the historical context of oral culture and uneven writing practices in early Arabia.

Legal anthropology is used as a limited conceptual lens within this *mawḍūʿī-nuzūlī* framework. Talal Asad helps explain how texts, scholarly reasoning, and normative practices shape moral subjects.¹⁴ Foucault is used only to clarify how documentation renders debt describable, examinable, and contestable.¹⁵ ʿAlī Jumʿah's approach to *turāth* ensures that this social reading remains grounded in Arabic language, exegesis, and *fiqh al-muʿāmalāt*.¹⁶ Documentary consciousness is therefore treated as a normative construction derived from the verse and its interpretation, not as evidence that all early Muslim communities underwent an immediate empirical transformation.

Result and Discussion

Reading *Kataba* through Qur'anic Semantics and Legal Anthropology

A reading of Qur'an 2:282 should begin with the sequence of actions arranged by the verse itself. The verse does not merely mention debt and then command that it be written. It regulates a series of connected acts. A debt is assigned a specified term, the obligation is recorded, a scribe is required to write justly, the person bearing the obligation dictates its terms, witnesses are brought forward, and both the scribe and the witnesses are protected from harm. This sequence shows that *kataba* does not operate as an isolated verb. It belongs to a practice of *fiqh al-muʿāmalāt* that brings together rights, obligations, evidence, and the protection of the parties.¹⁷

A semantic-anthropological reading is used to explain that practice. Semantic analysis is necessary because *kataba* cannot be adequately understood through the translation "to write" alone.¹⁸ Classical Arabic lexicons connect the root *k-t-b* with writing, gathering, binding, prescribing, and obligating. These meanings, however, cannot all be assumed to operate automatically in Qur'an 2:282. Their relevance must be

¹³ Sodiqin, *Antropologi Al-Quran*; Talal Asad, "The Idea of an Anthropology of Islam," *Qui Parle* 17, no. 2 (2009): 1-30.

¹⁴ Asad, "The Idea of an Anthropology of Islam"; Ovamir Anjum, "Islam as a Discursive Tradition: Talal Asad and His Interlocutors," *Comparative Studies of South Asia, Africa and the Middle East* 27, no. 3 (2007): 656-72, <https://doi.org/10.1215/1089201x-2007-041>.

¹⁵ Michel Foucault and Michel Foucault, *The Archaeology of Knowledge*, 1st American ed., World of Man (Pantheon Books, 1972); John Rajchman, *Truth and Eros: Foucault, Lacan and the Question of Ethics*, Routledge Library Editions: Michel Foucault (Taylor and Francis, 2013).

¹⁶ ʿAlī Ğumʿa Muḥammad, *aṭ-Ṭarīq ʾilā ʾt-turāṭ al-islāmī: muqaddimāt maʾrifiya wa-madāḥil manḥaḡiyya*, Ṭabʿa 1 (Nahḡat Miṣr, 2004).

¹⁷ Abū ʿAbd Allāh Muḥammad ibn Aḡmad, *Al-Jāmiʿ Li Aḡkām al-Qurʿān*, vol. 5; Az-Zuhaylī, *Al-Fiqh Al-Islāmī wa Adillatuhu*, vol. 3.

¹⁸ Ibnu Manḡur, "Lisānul ʿArab," in *Lisanul Arab*, Juz 7 (Dar Shadr).

tested against the immediate structure of the verse, particularly the relationship of *kataba* to *dayn*, *ajal musammā*, *kātib bi al-‘adl*, and *al-shahādah*. Semantic analysis therefore does not end with a list of lexical meanings. It asks how a word functions within the network of terms and actions constructed by the verse.¹⁹

The anthropological dimension is employed more narrowly. Legal anthropology in this article does not refer to an ethnographic study of a particular community. It provides a conceptual reading of the social practices envisioned by the Qur’anic text and its exegetical reception. The analysis does not claim to describe an immediate empirical transformation across the whole of early Islamic society. It examines the normative construction advanced by the verse. Debt should not remain only an oral promise, but should acquire a form that can be written, witnessed, revisited, and used to establish responsibility. Documentary consciousness refers to this normative expectation that transactional rights and obligations should receive a stable evidentiary form.

Modern social theory serves only as an analytical aid. Talal Asad’s account of Islam as a discursive tradition helps explain how foundational texts, scholarly reasoning, and social practices participate in the formation of moral subjects. Applied to Qur’an 2:282, this perspective draws attention to the actors formed by the verse, including a debtor who truthfully dictates the obligation, a scribe who preserves the accuracy of the record, and witnesses who support the reliability of the transaction. Foucault is used more narrowly to describe how documentation makes debt capable of being formulated, examined, and disputed. The article does not employ Foucault to replace the normative interpretation of the verse or to recast its entire evidentiary order as disciplinary power.²⁰

‘Alī Jum‘ah’s methodological account of *turāth* is important for maintaining this hierarchy of interpretation. *Turāth* is not treated as an academic ornament, but as the principal body of linguistic, exegetical, and legal reasoning through which the verse is understood. Social theory is therefore not placed above exegesis. It helps name the social dimensions of meanings already indicated by the Qur’anic text and developed by its exegetes. This position keeps the analysis from reducing *kataba* to an administrative instruction while also preventing modern theory from being imposed upon the verse.²¹

The analysis proceeds from that framework to the semantic field of *kataba*. Classical Arabic lexicons provide the first body of evidence. Ibn Manẓūr explains in *Lisān al-‘Arab* that *k-t-b* refers not only to writing, but also to gathering, joining, binding, prescribing, and obligating. *Kitāb* may denote something written and assembled, while *al-kitāb* can carry the meanings of *al-fard* (obligation), *al-ḥukm* (judgment), and *al-qadar* (decree).²² Al-Rāghib al-Iṣfahānī similarly traces *kitābah* to the joining of letters through writing and explains how its use extends to prescription and obligation.²³ The root cannot therefore be confined to graphic inscription. Its semantic field connects writing with gathering and fixing something in a more determinate form.

All these meanings still belong to the general semantic range of the root. Gathering, binding, prescribing, and obligating do not become active in every

¹⁹ Manzur, “Lisān al-‘Arab”; al-Ṭabarī, *Jāmi‘ al-Bayān ‘an Ta’wīl Āy al-Qur’ān*, vol. 7; Ibnu ‘Āsyūr, “Tafsīr Al-Tahrīr Wa at-Tanwīr”

²⁰ Foucault and Foucault, *The Archaeology of Knowledge*; Asad, “The Idea of an Anthropology of Islam.”

²¹ Muḥammad, *aṭ-Ṭarīq ila ‘t-turāt al-islāmī*.

²² Manzur, “Lisān al-‘Arab.”

²³ al-Raghib al-Asfahani, *Al-Mufradat Fi Gharib al-Qur’an* (Damaskus; Dar al-Qalam, 2009).

occurrence of *kataba*. Toshihiko Izutsu's relational approach to Qur'anic semantics and M. Quraish Shihab's methodological emphasis on context both caution against deriving meaning from an isolated lexical definition.²⁴ Lexical possibilities must be tested through syntax, context, and relations with surrounding terms. The task is not merely to collect the meanings attached to *k-t-b*, but to determine which meanings are supported by Qur'an 2:282 when *fa-uktubūhu* appears together with debt, a specified term, a just scribe, and testimony.

Selected Qur'anic occurrences clarify this range. The phrase *kutiba 'alaykum al-ṣiyām* in Qur'an 2:183 and *kutiba 'alaykum al-qīṣāṣ* in Qur'an 2:178 show that *k-t-b* can express an obligation prescribed to believers. Elsewhere, *kitāb* may refer to scripture, a written record, a decree, or an established ruling. These occurrences are not cited to make every use of *k-t-b* identical. They demonstrate that Qur'anic usage places the root within a semantic range connecting writing, prescription, and normative binding.²⁵ Qur'an 2:282 brings its graphic and normative dimensions into a particularly close relationship. Before commanding the parties to write, the verse identifies a debt with a specified term through *idhā tadāyantum bi-daynin ilā ajalīn musammā*. Deferred debt is vulnerable to forgetfulness, denial, conflicting recollections, and disputes over the amount or due date. *Fa-uktubūhu* gives the relationship a durable form. The record identifies the parties, the amount, the period of payment, the obligation, and the elements that may later require proof. *Kataba* in this setting does more than place letters on a page. It organizes the components of the transaction so they remain available for examination.

The meaning of gathering acquires particular relevance in this context. A debt transaction contains several elements that may otherwise remain dispersed across conversation and personal memory. They include the object and amount of the debt, the identities of creditor and debtor, the due date, the creditor's right, the debtor's obligation, and the witnesses who know the agreement. Writing gathers these elements into a more stable form. It transforms an economic event that initially depends on oral statements into a document that can be read, witnessed, and consulted when a dispute arises. The connection between writing and gathering is therefore established through the documentary function assigned by the verse, not through etymology alone.²⁶

The meaning of binding also gains contextual force. An unwritten debt may depend heavily on individual memory and personal trust. Trust remains important in *fiqh al-mu'āmalāt*, but Qur'an 2:282 shows that trust should be supported by an evidentiary order. Once the debt is recorded, both parties become more closely bound to a form they can examine together. The debtor faces greater difficulty denying the obligation, the creditor cannot easily enlarge the claim or alter its due date, and the witnesses have a basis for confirming what occurred. Semantic analysis thus connects directly with *fiqh al-mu'āmalāt*. *Kataba* supports clarity concerning the subject matter,

²⁴ Toshihiko Izutsu, *God and Man in the Koran: Semantics of the Koranic Weltanschauung*, New ed., 2. repr (Islamic Book Trust, 2008); Moh Quraish Shihab, *Kaidah Tafsir: Syarat, Ketentuan, Dan Aturan Yang Patut Anda Ketahui Dalam Memahami Ayat-Ayat al-Qur'an: Dilengkapi Penjelasan Kritis Tentang Hermeneutika Dalam Penafsiran al-Qur'an*, Cetakan III (Lentera Hati, 2015).

²⁵ al-Asfahani, *Al-Mufradat Fi Gharib al-Qur'an*.

²⁶ Anwar, *Hukum Perjanjian Syariah: Studi Tentang Teori Akad Dalam Fikih Muamalat*; Az-Zuhayli, *Al-Fiqh Al-Islami wa Adillatuhu*, vol. 3.

amount, parties, rights, obligations, due date, and evidence required for an orderly transaction.²⁷

Mahmoud A. El-Gamal's analysis of Islamic finance emphasizes that contractual form cannot be separated from the economic and legal functions performed by a transaction. Waḥbah al-Zuḥaylī similarly places clarity of obligation and protection from dispute among the central concerns of *fiqh al-mu'āmalāt*. Read alongside Qur'an 2:282, these perspectives clarify why writing cannot be reduced to an external administrative addition. Documentation gives the parties' financial relationship a form through which its terms can be identified, preserved, and proved.

Ibn 'Āshūr provides an important exegetical basis for the relationship between *kataba* and the protection of rights. He places the debt verses within *al-tawaththuqāt al-māliyyah*, the measures used to strengthen and secure financial rights. Writing belongs to a wider structure that includes testimony, *rahn*, and trust. These measures reduce the causes of dispute, prevent denial, sustain confidence, and support the orderly conduct of transactions. The meaning of *k-t-b* in Qur'an 2:282 is therefore not derived from the lexicon alone. It is tested through the structure of the verse and strengthened through exegetical reasoning.²⁸

The semantic field of *k-t-b* ultimately prevents a minimal reading of *fa-uktubūhu*. If *kataba* is understood only as a technical act, the command appears to be no more than administrative advice. Read carefully alongside the structure of Qur'an 2:282, however, writing emerges as an act that helps form an orderly transaction. It gathers the elements of the agreement, binds rights and obligations to an examinable record, and provides a basis for proof. *Kataba* thus connects Qur'anic language, documentary practice, and the protection of financial rights in Islamic Business Law.

***Fa-uktubūhu* and the Normative Function of Debt Documentation**

The semantic range of *kataba* provides a linguistic foundation, but it does not by itself establish the legal force of *fa-uktubūhu*. That question must be addressed through exegesis. This section distinguishes two related issues that should not be collapsed. The first concerns whether recording a debt is legally obligatory or recommended. The second concerns the normative function performed by documentation regardless of that disagreement. Normative function here refers to the legal and ethical value assigned to writing as a means of protecting rights, strengthening evidence, preventing disputes, and stabilizing debt relations. It does not imply that documentation is uniformly obligatory under every transactional circumstance.

Al-Ṭabarī offers an important starting point because his commentary preserves the early disagreement over the command. He relates *fa-uktubūhu* to deferred debts arising from sales or loans and records one view that treats writing as obligatory. Another view understands the obligation to have been relaxed by Qur'an 2:283 when parties transact on the basis of trust. His account leaves the formal ruling contested, yet it also reveals that writing was treated as a primary procedure for deferred debt rather than an incidental practice.²⁹ The disagreement concerns the command's binding force, not the relevance of documentation to the protection of debt.

²⁷ El-Gamal, *Islamic Finance*; Az-Zuḥaylī, *Al-Fiqh Al-Islāmī wa Adillatuhu*, vol. 3.

²⁸ Ibnu 'Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

²⁹ al-Ṭabarī, *Jāmi' al-Bayān 'an Ta'Wīl Āy al-Qur'Ān*, vol. 7.

Ibn 'Āshūr shifts attention toward the social purpose of that procedure. He notes that the majority of jurists regarded writing as a precautionary recommendation, whereas some considered it obligatory. His analysis then places writing within *al-tawaththuqāt al-māliyyah*, the measures used to secure financial rights. Writing, testimony, *rahn* (pledge), and trust reduce the causes of dispute, preserve confidence among transacting parties, and support the orderly circulation of wealth.³⁰ Documentation is therefore not presented simply as an expression of mistrust. It provides the security that allows trust to operate beyond personal assurance.

Al-Rāzī develops the bilateral character of this protection. Deferred transactions are vulnerable to forgetfulness and denial, but these risks do not affect only the creditor. Writing protects the creditor against repudiation of the debt and protects the debtor against an inflated claim, premature collection, or alteration of the agreed terms. Al-Rāzī connects these functions to the verse's description of the procedure as *aqsatu 'inda Allāh, aqwamu li al-shahādah*, and *adnā allā tartābū*. It is closer to justice before God, more supportive of reliable testimony, and more likely to remove doubt. Documentation thus restrains possible wrongdoing by either party rather than serving the creditor alone.³¹

Al-Qurṭubī places greater emphasis on the evidentiary relationship between writing and testimony. Although the verse is often associated with *salam*, its wording applies more broadly to deferred debt. A document preserves the terms of the transaction, while witnesses provide social verification when those terms are questioned. Both operate within the domain of *hujjah*, or legally probative evidence. *Fa-uktubūhu* must therefore be read together with the just scribe, the debtor's dictation, and the witnesses.³² None of these elements supplies complete protection on its own. Their combination forms an evidentiary procedure through which claims can be checked against an agreed record.

Comparison of the four exegetes reveals two levels of reasoning. Their positions differ at the level of formal legal status. Some readings emphasize obligation, while others regard writing as a strong recommendation or precaution. A shared functional concern nevertheless remains visible beneath that disagreement. Deferred debt exposes the parties to forgetfulness, denial, conflicting claims, and dispute. Writing responds to those risks by preserving rights and supporting proof. The normative force of documentation therefore cannot be reduced to the binary classification of obligatory or recommended. It also rests on the function that writing performs within the protection of financial rights.

The instruction not to tire of recording a debt, whether small or large, further supports this reading. The verse states *wa-lā tas'amū an taktubūhu ṣaghīran aw kabīran ilā ajalih*. The value of documentation is not determined by the amount involved. A small debt can still generate disagreement when its terms are unclear, while a large debt may remain unwritten because the parties feel reluctant to formalize a relationship based on personal trust.³³ The verse addresses both possibilities by connecting documentation to the clarity of the right, its amount, and its due date. Financial claims are consequently not left entirely to memory or social deference.

³⁰ Ibnu 'Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

³¹ al-Rāzī, *Mafātīḥ Al-Ghayb*, vol. 2.

³² Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'Ān*, vol. 5.

³³ al-Rāzī, *Mafātīḥ Al-Ghayb*, vol. 2; Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'Ān*, vol. 5.

Contemporary research in Islamic business law confirms the continuing relevance of this function without being used to project modern forms back into the verse. Ulandari and Anam show that informal and unwritten debt arrangements rooted in local custom can obscure obligations, produce unequal bargaining positions, and enable one party to dominate another.³⁴ Their findings do not prove the historical operation of Qur'an 2:282, but they clarify the legal risk addressed by its documentary procedure. Writing gives rights and obligations a form that can be checked when trust weakens or recollections diverge.

Fa-uktubūhu can therefore be read as establishing a normative orientation toward debt documentation. What receives normative weight is not paper, ink, or a particular administrative form, but the practice of placing debt in a form capable of supporting proof. The verse does not displace personal trust. It protects trust from becoming a source of uncertainty or abuse. This distinction preserves the juristic disagreement over the command while showing why documentation remains integral to evidentiary ethics, the protection of rights, and transactional stability in Islamic Business Law.

Kātib bi al-‘Adl, al-Shahādah, and the Structure of Proof

Qur'an 2:282 does not stop at commanding that a debt be written. It regulates who prepares the record, the standard governing its content, the party who dictates the obligation, the witnesses who verify the transaction, and the protection owed to those involved in producing evidence. Four elements organize this structure. The *kātib* converts an oral statement into a record, *al-‘adl* requires the record to correspond to the parties' actual rights, *al-shahādah* provides social verification, and the prohibition against harming the scribe or witnesses protects the process from coercion. Documentation consequently appears as a regulated process rather than a document detached from the conditions of its production.³⁵

Before documentation, the terms of a debt are expressed through statements and commitments exchanged by the parties. The *kātib* gives those statements a more stable form that can be read after the original transaction has ended. This task involves more than transcribing words. The scribe must arrange the amount, parties, due date, and obligations in language that preserves what was agreed. In a society where memory, speech, and reputation remained influential, this role connected an oral acknowledgment to written proof. The *kātib* is therefore not merely a technical writer, but a moral and legal actor whose work affects the security of both parties.³⁶

The phrase *bi al-‘adl* makes clear that writing does not become reliable evidence simply because it has been placed in documentary form. A record can protect rights, but it can also distort them through biased wording, omission, ambiguity, or alteration. Ibn ‘Ashūr interprets *bi al-‘adl* as writing that corresponds to the truth, not simply as a reference to the scribe's personal character. The scribe must neither add to nor reduce the debt and must not draft the record for the unilateral benefit of either creditor or debtor.³⁷ This requirement establishes an ethic for those who prepare transactional

³⁴ Ulandari and Anam, "Contingent Liability in Traditional Economic Transactions."

³⁵ Abū ‘Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi‘ Li Aḥkām al-Qur’ān*, vol. 5.

³⁶ Ibnu ‘Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr"; Az-Zuhaylī, *Al-Fiqh Al-Islāmī wa Adillatuhu*, vol. 3.

³⁷ Ibnu ‘Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

documents. Accuracy, impartiality, and fidelity to the parties' agreement are integral to the evidentiary value of their work.

Another instruction states *wa-lā ya'ba kātibun an yaktuba kamā 'allahahu Allāh*. A person with the ability to write should not refuse when that ability is needed to preserve another person's rights. Literacy is treated here not only as an individual skill, but also as knowledge with a social responsibility. The verse does not authorize the literate person to control parties who depend on that skill. It directs such knowledge toward producing a truthful and accountable record, especially where unequal literacy may otherwise expose one party to disadvantage.³⁸

Procedural fairness becomes clearer in the instruction *wa-l-yumlil alladhī 'alayhi al-ḥaqq*, which requires the person bearing the obligation to dictate its terms. The debtor dictates because the document records the liability carried by that party. This arrangement prevents the creditor from exercising exclusive control over the content of the record. The debtor retains a voice in its formation, the scribe ensures accurate wording, and the witnesses support verification. The debtor's role is nevertheless accompanied by *wa-l-yattaqi Allāha rabbahu wa-lā yabkhas minhu shay'an*, an instruction to fear God and not diminish any part of the obligation. The procedure therefore protects the debtor from creditor domination while also protecting the creditor from understatement or concealment by the debtor.³⁹

Testimony adds another layer of verification. The witnesses do not replace the written record, nor does the document make their presence meaningless. Writing preserves the details of the transaction, while testimony connects those details to persons able to verify its formation and content. Al-Qurṭubī places writing and testimony within the domain of *ḥujjah* because both can support a claim when disagreement arises. Al-Rāzī likewise reads them as safeguards against forgetfulness, denial, and doubt.⁴⁰ Their functions are related but not identical. The document provides continuity of information, whereas the witnesses give the transaction a form of social accountability beyond the private assertions of creditor and debtor.

Islamic discussions of proof place this relationship within the broader concept of *bayyinah* (evidence that makes the truth of a claim clear). *Bayyinah* is not limited in meaning to one rigid form of proof, even though jurists differ over the precise authority given to written documents. Qur'an 2:282 does not resolve every later juristic disagreement concerning documentary evidence. It does, however, place writing, testimony, and the parties' truthful participation within a coordinated process for protecting rights. This distinction matters for Islamic business law. A valid contract must also preserve sufficient clarity and traceability for its rights and obligations to be established when a dispute occurs.⁴¹

Protection of the evidentiary actors completes the structure. The prohibition *wa-lā yuḍārra kātibun wa-lā shahīd* prevents the scribe and witnesses from being harmed,

³⁸ Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'Ān*, vol. 5; Ibnu 'Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

³⁹ al-Rāzī, *Mafātīḥ Al-Ghayb*, vol. 2; Ibnu 'Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

⁴⁰ Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'Ān*, vol. 5; al-Rāzī, *Mafātīḥ Al-Ghayb*, vol. 2.

⁴¹ Ibn al-Qayyim al-Jawziyyah, *Al-Turuq al-Ḥukmiyyah Fī al-Siyāsah al-Shar'iyyah* (Kairo; Maṭba'at al-Madani, n.d.); Az-Zuhaylī, *Al-Fiqh Al-Islāmī wa Adillatuhu*, vol. 3; Anwar, *Hukum Perjanjian Syariah: Studi Tentang Teori Akad Dalam Fikih Muamalat*.

pressured, or made to serve the interests of one party. A truthful document cannot be expected from a scribe who writes under coercion, just as reliable testimony cannot be expected from a witness exposed to intimidation. The verse therefore attends not only to the content of evidence, but also to the social conditions under which evidence is produced and maintained.⁴²

Read as a whole, Qur'an 2:282 organizes proof through mutually dependent roles. The debtor states the obligation, the *kātib* places it in written form, *al-'adl* governs the accuracy of the record, *al-shahādah* provides verification, and the prohibition of harm protects the independence of the scribe and witnesses. None functions as a decorative addition to the transaction. Together they preserve contractual clarity, protect both parties, and reduce the possibility that evidence will be shaped by unequal power. Documentation in Islamic business law accordingly requires more than a written instrument. It depends on truthful participation, impartial drafting, responsible testimony, and protection for those entrusted with producing proof.

Oral Culture and Documentary Consciousness in Early Islamic Society

Documentary consciousness is used here as a normative category rather than a description of a completed historical transformation. It refers to the expectation that transactional rights and obligations should be recorded in a stable form that can be read again, witnessed, and used to establish responsibility. Qur'an 2:282 and its exegetical reception provide the basis for identifying that expectation. They do not, on their own, demonstrate how widely debt documentation was practiced across every early Muslim community. The anthropological question is therefore narrower and more defensible. It asks how the verse reoriented writing, evidence, and the protection of rights within the normative order of debt transactions.⁴³

A balanced account of early Arabian society is essential to this reading. Describing Arabia as wholly unfamiliar with writing would ignore the scripts, inscriptions, and documentary practices already present in several regions. Describing it as an established documentary society would be equally misleading. Oral communication remained influential, and memory, reputation, tribal relations, and personal trust continued to carry substantial social weight. Writing was known, but its availability, uses, and social distribution were uneven. *Fa-uktubūhu* acquired particular significance within this setting because it assigned writing a defined role in protecting financial rights.⁴⁴

Ibn 'Āshūr offers an exegetical account of that uneven distribution. He observes that limited writing ability was common among the Arabs when the verse was revealed, while knowledge of writing was more familiar in al-Anbār, al-Ḥīrah, parts of Yemen, and among a relatively small number of people in Mecca and Medina. This observation does not erase the existence of writing. It suggests that writing had not become a broadly accessible instrument for everyday transactions. The presence of a *kātib* in Qur'an 2:282 is therefore socially significant. The verse does not require every transacting party to

⁴² Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'Ān*, vol. 5; al-Rāzī, *Mafātīḥ Al-Ghayb*, vol. 2.

⁴³ Asad, "The Idea of an Anthropology of Islam"; Sodiqin, *Antropologi Al-Quran*.

⁴⁴ Hoyland, *Arabia and the Arabs*; Tim Mackintosh-Smith, *Arabs: A 3,000-Year History of Peoples, Tribes and Empires* (Yale University Press, 2019).

possess writing skills, but it establishes a procedure through which those skills can serve the protection of rights.⁴⁵

Historical research on late antique Arabia supports this more measured position. Writing and religion between approximately 500 and 700 CE developed through multiple scripts, communities, and regional practices rather than through a single linear transition from orality to literacy.⁴⁶ Evidence concerning the writing of hadith during the Prophet's lifetime also confirms that particular forms of writing were already practiced in the early Islamic period. The central historical question is therefore not whether writing existed, but how widely it circulated, what purposes it served, and when it acquired normative authority in specific areas of social life.⁴⁷

The importance of Qur'an 2:282 lies less in introducing writing for the first time than in assigning it a normative function within deferred debt. Such debt is vulnerable to forgetfulness, denial, conflicting claims, and disputes over its amount or due date. The verse responds by connecting a specified term, a written record, a just scribe, the debtor's dictation, and witnesses within one procedure. Oral commitments are not abolished, but they no longer stand as the sole support for a financial relationship whose consequences may extend beyond the moment of agreement.⁴⁸

Documentation and trust should not be treated as opposites. Qur'an 2:283 allows room for transactions based on trust, yet that accommodation follows a detailed procedure for writing and testimony. The sequence suggests that documentation disciplines trust rather than displacing it. Personal confidence may sustain a transaction, but financial rights still require a form that can be examined if memories diverge or the relationship deteriorates. A written record protects trust from becoming an excuse for ambiguity.

Ibn 'Āshūr develops this relationship through the concept of *tawaththuq*, or the securing of rights. Measures such as writing, testimony, pledge, and trust help spread confidence among transacting parties and support the movement of wealth. Documentation is not generated by suspicion alone. Reliable records can widen the space for economic interaction because parties are more willing to transact when their rights are protected. Writing governed by justice therefore strengthens social confidence rather than weakening it.⁴⁹

Contemporary studies in Islamic business law make the legal relevance of this principle visible without serving as evidence for early Islamic practice. Nurrohm et al., show that Qur'anic regulation of economic conduct addressed practices and forms of knowledge already present in Arabian society rather than emerging in a social vacuum.⁵⁰ Ulandari and Anam demonstrate a different but related problem in contemporary traditional transactions. Informal and unwritten debt arrangements may

⁴⁵ Ibnu 'Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

⁴⁶ Andrew S. Ehrenkreutz and Jere L. Bacharach, *Monetary Change and Economic History in the Medieval Muslim World*, Collected Studies Series; CS371 (Ashgate Pub, 1992).

⁴⁷ Harun et al., "The Writing of Hadith in the Era of Prophet Muhammad."

⁴⁸ Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Aḥkām al-Qur'Ān*, vol. 5; al-Rāzī, *Mafātīḥ Al-Ghayb*, vol. 2.

⁴⁹ Ibnu 'Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

⁵⁰ Ahmad Hujaj Nurrohm et al., "Usury in Online Loans and Pay Later: From Historical Perspective to Its Contextualization on Modern Practice," *Az-Zarqa': Jurnal Hukum Bisnis Islam* 15, no. 2 (2023): 283–306, <https://doi.org/10.14421/azzarqa.v15i2.3303>.

obscure obligations and deepen inequalities between the parties.⁵¹ These studies do not establish how documentary practices spread in the first Islamic centuries. They clarify why the Qur'anic ordering of debt around writing, verification, and responsibility remains important to *fiqh al-mu'āmalāt*.

Documentary consciousness in Qur'an 2:282 can thus be understood as an orientation that moves debt beyond a private promise resting only on personal memory. Debt becomes a relationship whose terms should be available for reading, verification, and proof. The historical materials establish that writing was present but unevenly distributed, while the exegetical materials show how the verse gave documentation a normative role in protecting rights. This distinction preserves the historical complexity of early Arabian society and keeps the contribution of the article within Islamic Business Law.

A Semantic-Anthropological Reading of Qur'an 2:282

The preceding analysis yields a synthesis that moves across language, exegesis, and social practice without treating them as interchangeable sources of meaning. The semantic field of *k-t-b* supplies several possibilities, including writing, gathering, binding, prescribing, and obligating. Qur'an 2:282 does not activate all of them simply because they belong to the same root. Their relevance emerges from the placement of *kataba* within a verse concerned with deferred debt, a specified term, the debtor's dictation, a just scribe, witnesses, and the prevention of doubt. Writing becomes more than graphic inscription because it gives the debt relationship a durable and examinable form.⁵²

Exegetical comparison produces a second finding. The legal status of *fa-uktubūhu* remains disputed, but its protective function is consistently visible. Al-Ṭabarī preserves the disagreement over obligation, al-Qurṭubī connects writing and testimony to *ḥujjah*, al-Rāzī explains their role in preventing forgetfulness, denial, and doubt, and Ibn 'Ashūr places them within the measures used to secure financial rights. Their differences should not be erased by declaring writing universally obligatory. At the same time, those differences do not reduce documentation to a neutral administrative choice. *Fa-uktubūhu* gives writing legal and ethical weight because it responds to risks inherent in deferred debt.⁵³

These semantic and exegetical findings converge in the structure of proof established by the verse. The *kātib* converts the debtor's acknowledgment into a record, *al-ʿadl* governs the accuracy of its wording, and *al-shahādah* connects the transaction to social verification. Requiring the debtor to dictate prevents the creditor from controlling the record unilaterally, while the duty not to diminish the obligation protects the creditor in return. The prohibition against harming the scribe or witnesses preserves the independence of those responsible for producing evidence. Documentation therefore

⁵¹ Ulandari and Anam, "Contingent Liability in Traditional Economic Transactions"; Abdul Mughits, "Penerapan Prinsip At-Tārādī Dalam Akad-Akad Muamalat," *Az-Zarqa': Jurnal Hukum Bisnis Islam* 4, no. 1 (2012): 31-56, <https://doi.org/10.14421/g9k64672>.

⁵² Manzur, "Lisānūl 'Arab"; al-Asfahani, *Al-Mufradat Fi Gharib al-Qur'an*; Izutsu, *God and Man in the Koran*.

⁵³ al-Ṭabarī, *Jāmi' al-Bayān 'an Ta'wīl Āy al-Qur'ān*, vol. 7; Abū 'Abd Allāh Muḥammad ibn Aḥmad, *Al-Jāmi' Li Ahkām al-Qur'ān*, vol. 5; al-Rāzī, *Mafātīḥ Al-Ghayb*, vol. 2; Ibnu 'Asyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

operates through both a record and a protected procedure. Its evidentiary value depends on truthful participation, accurate drafting, verification, and freedom from coercion.⁵⁴

Social theory can name aspects of this result but does not supply its exegetical foundation. Asad's concept of discursive tradition helps describe the moral subjects formed by the verse, while Foucault provides limited language for explaining how documentation makes debt available for examination and dispute. 'Alī Jum'ah's approach to *turāth* keeps those descriptions subordinate to Arabic usage, exegesis, and *fiqh al-mu'āmalāt*. The analytical movement remains from the Qur'anic text and its exegetical tradition toward social interpretation, not from modern theory back into the verse.⁵⁵

Documentary consciousness names the normative orientation produced by this structure. Financial rights should not remain dependent solely on memory, reputation, or competing oral claims. They should acquire a form that can be read again, verified, and used to establish responsibility. This claim concerns the normative order articulated by Qur'an 2:282 and its exegetes. It does not presume that all early Muslim communities immediately adopted uniform documentary practices. The distinction allows the article to identify the social importance of writing without turning textual interpretation into an unsupported account of historical diffusion.⁵⁶

This synthesis sharpens the contribution to Islamic business law. Documentation is not external to the protection of contractual rights, nor is it merely an administrative supplement added after an agreement has been reached. It helps preserve the content of the obligation, balance the parties' positions, support proof, and reduce opportunities for manipulation. Contemporary studies of informal debt and changing economic practices reinforce the continuing relevance of those functions. Unwritten transactions may obscure obligations and deepen inequality, while Qur'anic economic regulation shows an enduring concern with practices that shape responsibility and exchange. Qur'an 2:282 accordingly provides more than a textual basis for recording debt. It establishes a principle that financial rights require clarity, verifiability, and procedural protection.⁵⁷

Conclusion

The term *kataba* in Qur'an 2:282 cannot be reduced to the graphic act of writing. Its semantic associations with gathering, binding, prescribing, and obligating become relevant through the structure of the verse rather than through etymology alone. Placed alongside deferred debt, a specified term, the debtor's dictation, a just scribe, and witnesses, *kataba* gives the debt relationship a stable form that can be revisited and used to establish responsibility. The command *fa-uktubūhu* therefore carries a normative function even though exegetes disagree over whether writing is obligatory or strongly recommended. Their disagreement over legal status does not remove the shared concern with protecting rights, strengthening proof, and preventing disputes.

⁵⁴ Az-Zuhaylī, *Al-Fiqh Al-Islāmī wa Adillatuhu*, vol. 3; Anwar, *Hukum Perjanjian Syariah : Studi Tentang Teori Akad Dalam Fikih Muamalat*; al-Jawziyyah, *Al-Ṭuruq al-Hukmiyyah Fī al-Siyāsah al-Shar'īyyah*.

⁵⁵ Asad, "The Idea of an Anthropology of Islam"; Muḥammad, *aṭ-Ṭarīq ila 't-turāṭ al-islāmī*.

⁵⁶ Sodiqin, *Antropologi Al-Quran*; Ibnu 'Āsyūr, "Tafsīr Al-Tahrīr Wa at-Tanwīr."

⁵⁷ Ulandari and Anam, "Contingent Liability in Traditional Economic Transactions"; Nurrohim et al., "Usury in Online Loans and Pay Later"; Mughits, "Penerapan Prinsip At-Tārāḍī Dalam Akad-Akad Muamalat."

Debt documentation also forms an ordered structure of proof. The *kātib* converts the debtor's acknowledgment into a record, *al-'adl* governs the accuracy and impartiality of its wording, and *al-shahādah* provides social verification. Requiring the debtor to dictate the obligation limits the creditor's control over the record, while the prohibition against diminishing the debt protects the creditor in return. Protection for the scribe and witnesses further ensures that evidence can be produced without coercion. Documentation is consequently not a legal formality detached from the transaction. It is part of the evidentiary ethics through which Islamic business law protects contractual rights and balances the positions of the parties.

The principal contribution of this article lies in connecting Qur'anic semantics, exegesis, and the social ordering of debt without allowing any one of them to replace the others. Documentary consciousness describes the normative expectation that financial rights and obligations should acquire a form that can be written, witnessed, examined, and proved. This concept does not claim that early Islamic society immediately became uniformly documentary. It identifies the orientation established by the verse and clarified by the exegetical tradition. Qur'an 2:282 thus presents documentation as a means of sustaining trust through clarity, verification, and procedural protection rather than as an expression of mistrust.

The inquiry remains limited to Qur'an 2:282 and the role of *kataba* within its documentary procedure. Its textual and exegetical design cannot determine how widely debt records circulated in early Muslim communities or reconstruct the full historical development of documentary practice. Further research may examine related concepts such as *dayn*, *al-'adl*, *al-shahādah*, and *al-amānah*, or compare the verse with hadith, classical *fiqh al-mu'āmalāt*, surviving transaction documents, and later developments in the Islamic law of evidence. Such work would test how the normative orientation identified here was interpreted and practiced across different historical settings.

Acknowledgement

The authors would like to thank all parties who contributed to the completion of this research, particularly those who provided academic input, editorial assistance, and institutional support during the preparation of this article.

Conflict of Interest Statement

The authors declare that there is no conflict of interest regarding the publication of this article.

References

- Abū 'Abd Allāh Muḥammad ibn Aḥmad, al-Qurṭubī. *Al-Jāmi' Li Aḥkām al-Qur'ān*. 2nd ed. Vol. 5. Dār al-Kutub al-Miṣriyyah, 1964.
- Anjum, Ovamir. "Islam as a Discursive Tradition: Talal Asad and His Interlocutors." *Comparative Studies of South Asia, Africa and the Middle East* 27, no. 3 (2007): 656–72. <https://doi.org/10.1215/1089201x-2007-041>.
- Anwar, Syamsul. *Hukum Perjanjian Syariah: Studi Tentang Teori Akad Dalam Fikih Muamalat*. Rajawali Pers, 2010.
- Asad, Talal. "The Idea of an Anthropology of Islam." *Qui Parle* 17, no. 2 (2009): 1–30.

- Asfahani, al-Raghib al-. *Al-Mufradat Fi Gharib al-Qur`an*. Damaskus. Dar al-Qalam, 2009.
- Az-Zuhaylī, Waḥbah. *Al-Fiqh Al-Islāmī wa Adillatuhu*. 2nd ed. Vol. 3. Dārul Fikr, 1985.
- Cook, Michael. *Studies in the Economic History of the Middle East*. Taylor and Francis, 2013.
- Donner, Fred McGraw, and Rebecca Hasselbach, eds. *Scripts and Scripture: Writing and Religion in Arabia circa 500-700 CE*. Late Antique and Medieval Islamic near East, number 3. The Oriental Institute of the University of Chicago, 2022.
- Ehrenkretz, Andrew S., and Jere L. Bacharach. *Monetary Change and Economic History in the Medieval Muslim World*. Collected Studies Series ; CS371. Ashgate Pub, 1992.
- El-Gamal, Mahmoud A. *Islamic Finance: Law, Economics, and Practice*. Cambridge University Press, 2006.
- Foucault, Michel, and Michel Foucault. *The Archaeology of Knowledge*. 1st American ed. World of Man. Pantheon Books, 1972.
- Harun, Daud Rasyid, Aisyah Daud Rasyid, Asmuliadi Lubis, Mohd Abd Wahab Fatoni Bin Mohd Balwi, and Bilal Daud Rasyid. "The Writing of Hadith in the Era of Prophet Muhammad: A Critique on Harun Nasution's Thought." *Al-Jami'ah: Journal of Islamic Studies* 59, no. 1 (2021): 191-220. <https://doi.org/10.14421/ajis.2021.591.191-220>.
- Hoyland, Robert G. *Arabia and the Arabs: From The Bronze Age to The Coming of Islam*. Routledge, 2001.
- Ibnu 'Āsyūr, Muhammad bin Ṭāhir. "Tafsīr Al-Tahrīr Wa at-Tanwīr Juz 26." In *Tafsīr Al-Tahrīr Wa at-Tanwīr*. Dār al-Tūnisīyah, n.d.
- Izutsu, Toshihiko. *God and Man in the Koran: Semantics of the Koranic Weltanschauung*. New ed., 2. repr. Islamic Book Trust, 2008.
- Jawziyyah, Ibn al-Qayyim al-. *Al-Ṭuruq al-Ḥukmiyyah Fī al-Siyāsah al-Shar'īyyah*. Kairo. Maṭba'at al-Madanī, n.d.
- Mackintosh-Smith, Tim. *Arabs: A 3,000-Year History of Peoples, Tribes and Empires*. Yale University Press, 2019.
- Manzūr, Ibnu. "Lisānul 'Arab." In *Lisanul Arab*. Juz 7. Dar Shadr.
- Mughits, Abdul. "Penerapan Prinsip At-Tārādī Dalam Akad-Akad Muamalat." *Az-Zarqa': Jurnal Hukum Bisnis Islam* 4, no. 1 (2012): 31-56. <https://doi.org/10.14421/g9k64672>.
- Muḥammad, 'Alī Ğum'a. *aṭ-Ṭarīq ila 't-turāt al-islāmī: muqaddimāt ma'rifiya wa-madāḥil manhaḡīya*. Ṭab'a 1. Nahḡat Miṣr, 2004.
- Negadi, Chiheb. "ARCHAEOLOGICAL DOCUMENTATION OF HISTORICAL EVENTS IN THE HOLY QURAN - STORIES OF THE PROPHETS AS A MODEL-." *RIMAK International Journal of Humanities and Social Sciences* 04, no. 01 (2022): 01-17. <https://doi.org/10.47832/2717-8293.15.1>.
- Nurrohim, Ahmad Hujaj, Landy Trisna Abdurrahman, and Khairul Imam. "Usury in Online Loans and Pay Later: From Historical Perspective to Its Contextualization on Modern Practice." *Az-Zarqa': Jurnal Hukum Bisnis Islam* 15, no. 2 (2023): 283-306. <https://doi.org/10.14421/azzarqa.v15i2.3303>.
- Rajchman, John. *Truth and Eros: Foucault, Lacan and the Question of Ethics*. Roudledge Library Editions: Michel Foucault. Taylor and Francis, 2013.
- Rāzī, Fakhr al-Dīn al-. *Mafātīḥ Al-Ghayb*. Vol. 2. Dār al-Fikr, n.d.
- Shihab, Moh Quraish. *Kaidah Tafsir: Syarat, Ketentuan, Dan Aturan Yang Patut Anda Ketahui Dalam Memahami Ayat-Ayat al-Qur'an: Dilengkapi Penjelasan Kritis Tentang Hermeneutika Dalam Penafsiran al-Qur'an*. Cetakan III. Lentera Hati, 2015.

- Sodiqin, Ali. *Antropologi Al-Quran: Model Dialektika Wahyu Dan Budaya*. Ar-Ruzz Media, 2008.
- Sodiqin, Ali. "Antropologi Hukum sebagai Pendekatan dalam Penelitian Hukum Islam." *Al-Manahij: Jurnal Kajian Hukum Islam* 7, no. 1 (2013): 115–26. <https://doi.org/10.24090/mnh.v7i1.581>.
- Sodiqin, Ali. *Teori Maudhu'i Nuzuli sebagai Dasar Pengembangan Fikih Maqasidi*. Fakultas Syari'ah dan Hukum UIN Sunan Kalijaga Yogyakarta, 2024.
- Ṭabarī, Muḥammad ibn Jarīr al-. *Jāmi' al-Bayān 'an Ta'Wīl Āy al-Qur'Ān*. Vol. 7, edited by Aḥmad Muḥammad Syākīr. Dār al-Ma'ārif, n.d.
- Ulandari, Ayu, and Muh Yusril Anam. "Contingent Liability in Traditional Economic Transactions: An Islamic Business Ethics Study in Dusun Cappelgo: Utang-Piutang Bersyarat Dalam Praktik Transaksi Ekonomi Tradisional: Kajian Etika Bisnis Islam Di Dusun Cappelgo." *Az-Zarqa': Jurnal Hukum Bisnis Islam* 16, no. 2 (2024): 203–23. <https://doi.org/10.14421/az-zarqa.v16.i2.4084>.