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Crypto Assets as Dowry in Marriage According to Islamic Law in Indonesia

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ABSTRACT

Nowadays, crypto assets are increasingly showing their existence, not only as digital assets but can also be used as dowries in marriage. However, the use of crypto assets as dowry does not yet have a legal basis in the Marriage Law or its amendments. Instead, it is determined that the validity of marriage is returned to the religious law of each prospective bride and groom. The focus of the purpose of this research is to analyze the law of crypto assets as a dowry in marriage from the perspective of Islamic law in Indonesia. This research is a type of normative legal research using the statute approach method. The legal materials used are primary and secondary legal materials. Data collection techniques are carried out through literature studies by tracing, collecting, researching, and reviewing or analyzing legal materials. The data obtained is then analyzed using qualitative analysis. The results show that the provisions regarding dowry in marriage according to Islamic Law are specifically regulated in the Compilation of Islamic Law, but there are no provisions regarding the conditions under which something can be used as dowry. In the legal context, crypto assets as a dowry in marriage according to Islamic law in Indonesia, based on the conditions of dowry outlined by Shaykh Abdurrahman Al-Juzairi, are invalid because crypto assets do not meet some of the requirements of dowry, namely valuable property, holy and halal goods, and known types and characteristics.

Keywords: crypto assets, Islamic law, dowry.

INTRODUCTION

The development of human civilization at this time is reflected in how advanced technological innovation is in order to fulfill every need of the human being itself (Agung Ngurah Wisnu & Supasti Dharmawan, 2021). One of the most rapidly growing aspects is digital payment tools ranging from cash to non-cash payment tools and even emerging so-called cryptocurrencies (Yohandi, Trihastuti, & Hartono, 2017). Cryptocurrency is a cryptography-based currency of which *Bitcoin* is a pioneer (A. Wijaya, 2016). In the jurisdictions of several countries around the world there are different responses regarding the treatment of

cryptocurrencies, for example in El Salvador cryptocurrency is legal as a legal tender along with the US Dollar (Yoga Pratomo, 2023), otherwise is illegal in Indonesia (CNN Indonesia, 2021).

Interestingly, cryptocurrency is used as a dowry in marriages that occur in Indonesia. An example of such a case is the marriage between Fajar Widi and his partner in November 2017 in the form of 1 piece of Bitcoin as a dowry (Alif Al Hikam, 2021). There is also the couple Teguh Kurniawan Harmanda and Nadya Aprilia Syaidin who used several IDR Private (IDRP) crypto assets totaling 15,122,019 IDRP as a wedding dowry (Sitepu, 2020). Furthermore, the couple Cupi Cupita and Bintang Bagus used the crypto asset DisCas Coin as a wedding dowry which was held in Bandung on Friday, November 19, 2021 (Rahmawati, 2021). This practice is a new thing where the usual dowry in marriage in Indonesia is often in the form of money, immovable assets, household appliances, and jewelry. Based on the case of cryptocurrency being used as a dowry, it raises a problem of how the perspective of Islamic law regarding cryptocurrency as a dowry in marriage in Indonesia.

Considering that the regulation of dowry in Indonesia is not specifically regulated in Law Number 1 of 1974 concerning Marriage (hereinafter referred to as the Marriage Law) or its amendments. Article 2 paragraph 1 of the Marriage Law states that a marriage is valid if it is carried out according to the laws of each religion and belief. So based on Article 2 paragraph 1 of the Marriage Law, the validity of a marriage is returned to the religious law of each prospective bride and groom. The regulation of marriage based on Islamic law in Indonesia is specifically regulated in Presidential Instruction Number 1 of 1991 concerning the Dissemination of the Compilation of Islamic Law (hereinafter referred to as KHI). Article 1 letter d of the Compilation of Islamic Law states that the dowry may be in the form of goods, money, or services that are not contrary to Islamic law. Article 30 of KHI states that the amount, form, and type of dowry are agreed upon by both parties. There is no specific requirement for a dowry in the Compilation of Islamic Law but it is returned to the agreement of both parties as long as it does not conflict with Islamic law. The specific requirements for a dowry are described in detail in the book *al-Fiqh ‘ala al-Madzahib al-Arba’ah* (Fikih Empat Madzhab) by Shaykh Abdurrahman Al-Juzairi, translated by Faisal Saleh. The conditions of the dowry are that the property is valuable; pure and can be used; in legal ownership; and known type and nature (Al-Juzairi, 2017).

Research conducted by Boby Juliansjah Megah Miko with the title Legal Conception of Cryptocurrency Dowry in Marriage shows that considering cryptocurrency as an asset in the

context of marriage can be considered as part of the private property brought by the married couple because the dowry itself is a representation of the gift given by the prospective husband during the wedding ceremony (Miko, 2022). Research conducted by Ita Musarrofa with the title *Dowry Trends in the Digital Era* (The Sociology of Islamic Law Perspective About Use of Digital Dowry in The Cyber World Community) shows that in the case of Bitcoin being used as a digital dowry it is necessary to fulfill the three criteria for dowry regulated in Islam, namely that it must have a valuable and tradable value, must be clear and known, and must be free from all forms of fraud so as not to conflict with the principles of Islamic law, besides that considering that there are weaknesses in Bitcoin itself, it is advisable only for individuals who fully understand the procedures for managing Bitcoin so that these weaknesses can be overcome, thus Bitcoin as a valid dowry in that context (Musarrofa, 2021). The research has not discussed in detail whether the dowry in the form of cryptocurrency fulfills the requirements of dowry, therefore it is different from the author's writing where in this paper it will be examined whether crypto assets fulfill the requirements of dowry in the view of Shaikh Abdurrahman Al-Juzairi.

RESEARCH METHOD

To answer the formulation of the problem in this study, a type of normative legal research is used, namely legal research conducted by examining secondary data (Soekanto & Mamudji, 2014) the research includes primary legal materials and secondary legal materials using the statute approach method. Primary legal materials include Law Number 1 of 1974 concerning Marriage and its amendments and Presidential Instruction of the Republic of Indonesia Number 1 of 1991 concerning the Dissemination of the Compilation of Islamic Law. Secondary legal materials include books, journal articles, and internet sources relevant to the subject matter. The data collection technique used is by tracing, collecting, researching, and reviewing or analyzing primary legal materials and secondary legal materials. Furthermore, the data is analyzed qualitatively to obtain answers to the problems in this study and then draw a conclusion.

RESEARCH AND DISCUSSION

Legal Provisions of Cryptocurrency in Indonesia

Based on Article 1 number 1 in conjunction with Article 1 number 2 of Law Number 7 of 2011 concerning Currency (hereinafter referred to as the Currency Law) in juncto with Article 2 paragraph 2 of Law Number 23 of 1999 concerning Bank Indonesia (hereinafter

referred to as the Bank Indonesia Law), the currency as well as legal tender in the Republic of Indonesia is the Rupiah issued by the Unitary State of the Republic of Indonesia. Furthermore, Article 20 of the Bank Indonesia Law states that Bank Indonesia is the only institution authorized to issue and circulate rupiah money as well as revoke, withdraw, and destroy the money from circulation.

In principle, based on Article 21 paragraph 1 of the Currency Law, the Rupiah must be used in:

a. Any transaction that has the purpose of payment;
b. Settlement of other obligations that must be fulfilled with money; and/or
c. Other financial transactions.

The obligation to use Rupiah for all transactions in Indonesia is also reaffirmed by Bank Indonesia through several Bank Indonesia Regulations, namely first in Article 1 number 1, Article 2 paragraph 1, Article 2 paragraph 2, and Article 3 of Bank Indonesia Regulation Number 17/3/PBI/2015 concerning the Obligation to Use Rupiah in the Territory of the Unitary State of the Republic of Indonesia. Second, in Article 27 letter a of Bank Indonesia Regulation Number 18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing. Based on the Regulation of Bank Indonesia, Rupiah must be used in every transaction, both cash and non-cash payment transactions and other financial transactions conducted in the territory of the Republic of Indonesia.

In addition to requiring the use of Rupiah, Bank Indonesia clearly prohibits the use of virtual currency in Indonesia through several Bank Indonesia Regulations, namely first through Bank Indonesia Regulation Number 18/40/PBI/2016 concerning the Implementation of Payment Transaction Processing (hereinafter referred to as PBI 18/2016). According to Article 34 letter a of Bank Indonesia Regulation 18/2016, it is stated that Payment System Service Providers (abbreviated as PJSP) are prohibited from processing payment transactions using virtual currency. Furthermore, in the explanation of Article 34 letter a of Bank Indonesia Regulation 18/2016, what is meant by virtual currency is digital money issued by parties other than monetary authorities obtained by mining, purchasing, or transferring rewards, including *Bitcoin, BlackCoin, Dash, Dogecoin, Litecoin, Namecoin, Nxt, Peercoin, Primecoin, Ripple,* and *Ven.* Not included in the definition of virtual currency is electronic money. Based on this article, Bank Indonesia uses the term virtual currency, meaning that cryptocurrencies cannot be used as a means of payment-by-Payment System Service Providers even in electronic transactions but only the use of electronic money is allowed. The second is through Bank

Indonesia Regulation Number 20/6/PBI/2018 on Electronic Money (hereinafter PBI 20/2018). According to Article 62 of Bank Indonesia Regulation 20/2018, it is stated that the Operator is prohibited from receiving, using, linking, and/or processing Electronic Money payment transactions using virtual currency.

Based on this article, cryptocurrencies cannot be used in any transactions related to electronic money even though cryptocurrencies and electronic money are both in the form of digital money. It is important to note that electronic money as a non-cash payment instrument in Indonesia must continue to use the Rupiah currency, which is the mandate of Article 23B of the 1945 Constitution of the Republic of Indonesia. There are no regulations regarding cryptocurrencies and their use in the Bank Indonesia Law or in Bank Indonesia Regulations so that cryptocurrencies are not a means of payment for economic transactions carried out in the territory of the Republic of Indonesia.

However, the Indonesian government positions cryptocurrencies as tradable commodities based on the Regulation of the Minister of Trade of the Republic of Indonesia No. 99/2018 on the General Policy for the Implementation of Crypto Asset Futures Trading (hereinafter referred to as *Permendagri* 99/2018). Based on Article 1 of the Minister of Home Affairs Regulation 99/2018, crypto assets are designated as Commodities that can be used as the Subject of Futures Contracts traded on the Futures Exchange. Then the Commodity Futures Trading Supervisory Agency (abbreviated as *Bappebti*) issued Commodity Futures Trading Supervisory Agency Regulation Number 7 of 2020 concerning the Determination of the List of Crypto Assets that can be traded on the Crypto Asset Physical Market (hereinafter referred to as *Bappebti* Regulation 7/2020). In Article 1 paragraph 1 of the Commodity Futures Trading Supervisory Agency Regulation 7/2020 that prospective crypto asset physical traders and / or crypto asset physical traders can only trade crypto assets on the crypto asset physical market that have been determined by the Head of Bappebti in the Crypto Asset List that can be traded on the Crypto Asset Physical Market. Based on these provisions, it can be concluded that in Indonesia cryptocurrency has the status of an intangible commodity that is legally traded according to applicable regulations, not as legal tender.

On the other hand, the Indonesian Ulema Council (MUI for short) issued a fatwa regarding the law of cryptocurrency as follows:

a. The use of cryptocurrency as a currency is haram, because it contains *gharar*, *dharar*, and is contrary to Law Number 7 of 2011 and Bank Indonesia Regulation Number 17 of 2015.

b. Cryptocurrency as a commodity or digital asset is not valid to be traded because it contains *gharar, dharar, qimar,* and does not meet the requirements of the *shar'i sil'ah,* namely: there is a physical form, has value, is known to the exact amount, property rights, and can be delivered to the buyer.
c. Cryptocurrency as a commodity or asset that qualifies as *sil'ah* and has underlying and has clear benefits is legal to trade.

Similarly, the Tarjih and Tajdid Council of the Muhammadiyah Central Leadership (PP Muhammadiyah) also issued a fatwa that in terms of being a medium of exchange, basically the law of cryptocurrency is permissible as a basic fiqh rule in muamalah: "the original law of setting conditions in muamalat is lawful and permissible unless there is evidence (which prohibits it)", if the argument of *sadd adz-dzari'ah* (preventing evil) is used, then the use of cryptocurrency is considered problematic because it does not meet the standards of currency used as a medium of exchange, which is accepted by the public and authorized by official state authorities such as the central bank so that the use of cryptocurrency as a medium of exchange is haram. In terms of being an investment tool, cryptocurrencies have a speculative nature that is as obvious as gambling. Cryptocurrencies such as Bitcoin have a very volatile value with an unnatural increase or decrease in value. Investment using Bitcoin also contains *gharar* (uncertainty) because Bitcoin is just numbers without any underlying-asset or an asset that guarantees Bitcoin such as gold and other valuables. Based on the fatwa of the Indonesian Ulema Council and the fatwa of the Tarjih and Tajdid Council of the Muhammadiyah Central Leadership, it can be concluded that in the view of Islamic Law, crypto is haram both as a commodity and as a means of payment in Indonesia.

Crypto Assets as Dowry in Marriage According to Islamic Law in Indonesia

Basically, the regulation of dowry based on Islamic marriage law in Indonesia is not specifically regulated in Law Number 1 of 1974 concerning Marriage (hereinafter referred to as the Marriage Law) or its amendments. Article 2 paragraph 1 of the Marriage Law states that a marriage is valid if it is carried out according to the laws of each religion and belief. So based on Article 2 paragraph 1 of the Marriage Law, the validity of a marriage is returned to the religious law of each prospective bride and groom.

The regulation of marriage based on Islamic law in Indonesia is specifically regulated in Presidential Instruction Number 1 of 1991 concerning the Dissemination of the Compilation of Islamic Law (hereinafter referred to as KHI). Article 14 of the Compilation of Islamic Law states that to perform a marriage there must be a prospective husband, prospective wife,

marriage guardian, two witnesses, and *ijab* (consent) and *kabul* (acceptance). Based on Article 14 of the Compilation of Islamic Law in juncto with Article 2 of the Marriage Law, a marriage conducted according to Islam is considered valid religiously and state-wise if it is conducted according to Islamic law, the marriage is recorded according to applicable laws and regulations, and fulfills the pillars of marriage, namely the prospective husband, prospective wife, marriage guardian, two witnesses, and *ijab* (consent) and *kabul* (acceptance).

In the provisions of Islamic law, apart from the pillars of marriage, there are also conditions for marriage, one of which is the dowry. The dowry is a gift from the prospective groom to the prospective bride. Based on the arguments of the Qur'an including in Surah An-Nisa verse 4 which means:

> *"Give the dowry to the women (whom you marry) as a willing gift. Then, if they give you part of it gladly, accept it and enjoy it gladly."*

Then based on the hadith narrated by Bukhari which means:

> *"Go and seek again even if it is only with a ring of iron …"* (HR. Bukhari No. 5422).

According to Mardani, in principle, the dowry must be something useful, not something that is forbidden to use, own and eat. It is not limited to an object but is more subjective depending on the assessment of each prospective bride and groom, so it is not always associated with an object. Simply put, dowry is something lawful that must be given to the prospective wife based on the ability of the prospective husband, not limited to an object but may be something that can be utilized.

Referring to Article 1 letter d of the Compilation of Islamic Law, the dowry may be in the form of goods, money, or services that are not contrary to Islamic law. Article 30 of the Compilation of Islamic Law states that the amount, form, and type of dowry are agreed upon by both parties. Based on Article 1 letter d in conjunction with Article 30 of the Compilation of Islamic Law, the Compilation of Islamic Law does not require a specific condition for a dowry, only based on the agreement of both parties, meaning that any form can be used as a dowry as long as both parties agree on the dowry and it is not contrary to Islamic law.

The specific requirements for a dowry are explained in detail by Shaykh Abdurrahman Al-Juzairi in the book *al-Fiqh 'ala al-Madzahib al-Arba'ah* (Fiqh of the Four Madzhabs), translated by Faisal Saleh. According to Abdurrahman Al-Juzairi, the conditions of the dowry are that it is valuable, pure and usable, in legal ownership, and its type and nature are known. In the following, the author will elaborate on the requirements of the dowry which are then related to crypto assets as dowry in Islamic marriage in Indonesia.

a. Valuable Assets.

According to Abdurrahman Al-Juzairi, valuable property means that it is not something trivial and worthless, such as one grain of wheat. If the dowry is something of no value, it is invalid. One of the valuable assets that can be used as a dowry is gold as the dowry of the Prophet Muhammad's companion, Abdurrahman bin Auf, who married with a dowry of gold weighing a date seed. In the narration of Imam Muslim through Abu Salamah bin Abdurrahman, asked Aisha about the dowry of the Prophet Muhammad SAW to his wife, then Aisha said: "…..His dowry for his wives was twelve *uqiyah* and one *nasy*. Do you know how much a *nasy* is??" Abu Salamah answered: "No". Aisyah said: "Half an *uqiyah* is equal to five hundred dirhams. This was the dowry of the Messenger of Allah (blessings and peace of Allah be upon him) for each of his wives." (HR. Muslim No. 2555). Based on the practice carried out by the Prophet Muhammad SAW and his companions, it can be concluded that the dowry can be in the form of an object of value such as gold or money such as dirham. The possibility of money as a dowry in marriage is also justified according to Article 1 of the Compilation of Islamic Law that dowries can be in the form of goods, money, or services as long as they are not contrary to Islamic law.

In the case of crypto assets as dowry, it is necessary to see where the valuable assets are located. Crypto as a currency and means of payment, as explained in the previous sub-chapter, is haram because it is contrary to applicable laws and regulations. Crypto assets as commodities have different regulations in Indonesia. The Indonesian government legalizes crypto assets as commodities, provided that the crypto assets must first be designated by the Commodity Futures Trading Supervisory Agency Meanwhile, according to the fatwa of the Indonesian Ulema Council and the fatwa of the Tarjih and Tajdid Council of the Muhammadiyah Central Leadership, crypto assets as commodities are haram because of the element of gharar, do not meet the requirements of *sil'ah*, and are speculative so that they are similar to gambling. Crypto transactions such as Bitcoin are betting, similar to gambling because the value of Bitcoin is based on public opinion built in a marketing system that cannot be predicted when it goes up and when it goes down (Ausop & Aulia, 2018). The author argues that indeed crypto assets, as commodities, have value but they fluctuate, can increase significantly at any time and drop unpredictably so that they are speculative, and are unclear because there is no underlying-asset so that by not fulfilling the requirements of valuable assets, according to the author, it cannot be used as a marriage dowry in the form of crypto assets.

b. Sacred and May Be Utilized.

According to Abdurrahman Al-Juzairi, items such as alcohol, pork, blood, and carrion are not acceptable as dowries because they are forbidden in Islam. If the goods to be used as dowry are goods that are forbidden according to Islam, whether they are forbidden because of the substance or nature of the goods, then they cannot be used as dowry even though they have economic value. The item to be used as a dowry is not only pure, but it can also provide benefits.

In the case of crypto assets as a dowry, in terms of purity, crypto assets are not unclean goods. In terms of utilization, as a medium of exchange, it cannot be utilized because it is contrary to Indonesian laws and regulations. As for utilization in terms of being a commodity, crypto assets cannot be used as a commodity because in crypto asset transactions there is an element of uncertainty and the transaction is similar to gambling. Referring to the fatwa of the Indonesian Ulema Council on the law of cryptocurrency, which has been mentioned in the previous discussion, where according to the fatwa of the Indonesian Ulema Council, cryptocurrency as a commodity / digital asset is not legal to be traded because it contains *gharar, dharar, qimar*, and does not fulfill the requirements of *sil'ah* in a *shar'i* manner, namely there is a physical form, has value, is known to the exact amount, property rights, and can be delivered to the buyer. Then refer also to the fatwa of the Tarjih and Tajdid Assembly of the Muhammadiyah Central Leadership, which has been mentioned in the previous discussion, where according to the fatwa of the Tarjih and Tajdid Assembly of the Muhammadiyah Central Leadership in terms of being an investment tool, cryptocurrencies such as Bitcoin have speculative properties such as gambling and also contain *gharar* (uncertainty) so that the use of cryptocurrencies as an investment tool is haram. Based on the fatwa of the Indonesian Ulema Council and the fatwa of the Tarjih and Tajdid Council of the Muhammadiyah Central Leadership, it can be seen that cryptocurrency cannot be used as a commodity or investment instrument because there are elements of *gharar* (uncertainty) and speculative nature such as gambling.

According to Asep and Elsa, buying and selling transactions with cryptocurrencies such as Bitcoin is the same as buying and selling fish in the water because there are similarities in nature, namely both buying something that is not clear both the quantity and quality of the goods, so that both contain elements of gharar (uncertainty) and result in the transaction being punished the same, namely haram. The same applies to the Bitcoin exchange rate. The value of Bitcoin can skyrocket and drop sharply because it has no underlying asset, but the value of Bitcoin is based on public opinion built into the marketing

system. The instability of the value of Bitcoin which is difficult to predict according to Asep and Elsa is included in the element of maysir or gambling transactions because it is like betting.

Based on this description, the author argues that although crypto assets are not unclean goods, because they do not fulfill the element of being able to be utilized and there is an element of *gharar* (uncertainty) and transacting with crypto assets is the same as transactions such as gambling or *maysir*. The author argues that something that has an element of gharar (uncertainty) such as cryptocurrency should not be used as a dowry in Islamic marriage in Indonesia. If the prospective wife makes a crypto asset dowry and transacts using the crypto asset, there is a possibility that the transaction is a gambling transaction. So according to the author, crypto assets cannot be used as a marriage dowry, because they do not meet the conditions that can be utilized.

c. In Lawful Possession.

According to Abdurrahman Al-Juzairi, the dowry cannot be something that is not legally owned. Nor is it *ghasab*. *Ghasab* is taking someone else's property without permission, not with the intention of possessing it but with the intention of returning it later (Kohar, 2016), This means that the dowry must be the personal property of the husband-to-be that is legally acquired. If the dowry is not the personal property of the husband-to-be, then the dowry is invalid. The dowry must be something that is legally owned in order to avoid the transfer of ownership rights by false means.

In the case of crypto assets as dowry, the crypto assets are the personal property of the prospective husband as a whole which is legally obtained. There are 3 (three) ways to obtain crypto assets, namely mining, purchase, or transfer of rewards (Bank Indonesia, 2016). Through these three methods, a person can obtain crypto, meaning that if a crypto dowry is obtained by the prospective husband through these three methods, it is possible to be used as a dowry in Islamic marriage in Indonesia.

d. Known Type and Nature.

According to Abdurrahman Al-Juzairi, a dowry that is not known regarding the type and nature of the dowry is invalid. According to Wahbah Az-Zuhaily, it is not valid for the dowry to contain deception, such as giving something that does not exist and something that cannot be known, as well as something that cannot be delivered . Based on this understanding, it is known that something that is to be used as a dowry is something that

has a physical form so that its type and nature can be known and there is no element of deception and can be handed over during the marriage contract.

In the case of crypto assets as dowry, in terms of physical form, crypto assets are basically digital assets so they are not physical. The emphasis of the validity of a dowry is to know its type and nature, not whether it is physical or not. If crypto assets are to be used as dowry, what is considered is related to their type and nature. In terms of types, it is known that there are various types of crypto assets available on the internet such as Bitcoin, Litecoin, Ethereum, and so on. In terms of its nature, crypto assets such as Bitcoin, with the instability of exchange rates that can rise and fall at any time so that it is difficult to predict, are similar to gambling transactions. Then, Bitcoin and other crypto assets that are not guaranteed by a particular asset (underlying-asset) result in an element of uncertainty about Bitcoin and crypto assets. Based on this, with the existence of uncertainty and gambling-like transactions, by not fulfilling the requirements of knowing the type and nature, the author argues that crypto assets cannot be used as a marriage dowry.

The author argues that although there are no Qur'anic and Hadith arguments that clearly prohibit crypto assets from being used as dowry, but with the non-fulfillment of the requirements for dowry, including assets that are valuable, pure or in the form of halal goods, as well as known types and characteristics as well as the weaknesses that exist in crypto assets, the author concludes that crypto assets are not valid as dowry in Islamic marriage in Indonesia. The author's opinion is based on the fiqh rule of *daf'ul mafasid muqaddamun 'ala jalbi al mashalih*, which means that rejecting mafsadat must take precedence over taking benefits. On the basis of these fiqh rules, the author argues that transactions using cryptocurrencies should be avoided even if there are benefits, including the issue of cryptocurrency as a dowry in Islamic marriage in Indonesia. The author also argues that it is possible that in the future, cryptocurrency is valid to be used as a dowry under certain circumstances, namely the fulfillment of all the conditions of dowry and taking into account the fiqh rules that have been mentioned and the provisions in Article 1 of the Compilation of Islamic Law that dowry can be in the form of goods, money, or services as long as it does not conflict with Islamic law.

With regard to invalid dowries (*fasid* dowry), such as in the case of crypto assets, there is a difference of opinion among the four Imams as to what dowry should be given to the prospective wife and the status of the marriage contract using the *fasid* dowry. In the book *Fiqh Islam wa Adillatuhu* Volume 9 by Wahbah Az-Zuhaili translated by Abdul Hayyie Al-Kattani, according to the madhhabs other than Maliki, if there is a marriage with a *fasid* dowry, whether

it is mentioned in the contract or not, then the marriage contract is still valid, because the dowry is not a pillar or condition of marriage according to the madhhabs other than Maliki. If it were a condition of marriage, it would be obligatory to mention the dowry in the contract, but it is not obligatory to do so. It is obligatory to give the *mitsil* dowry. The basis of this opinion is stated in the Qur'an Surah Al-Baqarah verse 236 which means:

> *"There is no sin on you if you divorce your wives whom you have not touched or set a dowry for….."*

According to the Maliki school of thought, as stated in Fiqh Islam wa Adillatuhu Volume 9 by Wahbah Az-Zuhaili translated by Abdul Hayyie Al-Kattani, if there is a marriage with a *fasid* dowry, then the marriage is not valid and must be annulled before intercourse occurs. If there is intercourse, then the *mitsil* dowry must be given, because the dowry is a pillar of marriage, but it is not required to mention the dowry in the marriage contract. Based on the opinion of Imam Maliki, if a marriage occurs without mentioning the mahr in the contract, the marriage is still valid if the dowry is not a *fasid* dowry. Based on this difference of opinion, the four Imams agree that if in a marriage where the mahr is a *fasid* dowry, whether it is mentioned in the contract or not, and there has been intercourse, it is obligatory to give the *mitsil* dowry.

CONCLUSION

Based on the description of the requirements for dowry according to the opinion of Shaykh Abdurrahman Al-Juzairi, which is then associated with crypto assets as a marriage dowry. The author can conclude that crypto assets cannot be used as mahr in marriage because some of the mahr requirements are not fulfilled, namely assets that are valuable, pure and can be utilized, and their types and characteristics are known. Even though it is true that there is no nash in the Qur'an or Hadith that clearly and clearly prohibits crypto assets as a dowry, according to the author, if it is based on the fiqh rule of *daf'ul mafasid muqaddamun 'ala jalbi al mashalih* that rejecting harm must take precedence over taking benefits, then by not fulfilling some of the conditions for dowry mentioned above, the author can conclude that crypto assets are not valid as a marriage dowry according to Islamic law.

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