

**ANALYSIS OF ALTERNATIVE DISPUTE RESOLUTION OF DAMAGES
ON MURABAHAH FINANCING**

(STUDY OF CASE RULING NUMBER 123/PDT.G/2022/PTA.SMG)

Bunga Lidia Sari^{1*}, Muhammad Khutub², Sonny Zuhuda³

¹Universitas Al Azhar Indonesia, ²Universitas Al Azhar Indonesia, ³Ahmad Ibrahim Kulliyah of Laws, International Islamic University Malaysia

Corresponding author: lidiasaribunga169@gmail.com

Abstract

The development of sharia financing is very important in the context of the needs of the Indonesian people, this financing involves various available contracts, one of which is murabahah contract financing, murabahah contract financing is becoming a common option that is increasingly in demand by the Indonesian people in a fast and easy way, namely by taking a profit margin. The impact of problematic murabahah financing on sharia banking itself is usually related to liquidation conditions, solvency, profitability and probability. This article aims to understand the legal basis and considerations of judges in deciding the murabahah contract in decision number 123/Pdt.G/2022/PTA.Smg as well as knowing the perspective of the compilation of sharia economic law in decision number 123/Pdt.G/2022/PTA.Smg. This article was prepared using a qualitative method which is supported by decision number 123/Pdt.G/2022/PTA.Smg. The conclusion in this article is that a very important consequence of non-fulfillment of default is that creditors can ask for compensation for the costs, losses and interest they suffer. For there to be an obligation to compensate debtors, the law determines that the debtor system. This awareness will function as a binding force for the parties to fulfill the promises they have agreed to. In this way, an agreement can function to prevent broken promises or default. Awareness of the importance of an agreement.

Keywords: Murabahah Contracts, Default, Sharia Economics.

Abstrak

Perkembangan pembiayaan syariah menjadi sangat penting dalam konteks kebutuhan masyarakat Indonesia, pembiayaan ini melibatkan berbagai akad yang tersedia yaitu salah satunya pembiayaan akad murabahah, pembiayaan akad murabahah menjadi pilihan umum yang semakin diminati oleh masyarakat Indonesia dengan cara cepat dan mudah yaitu dengan cara mengambil margin keuntungan. dampak dari pembiayaan murabahah yang bermasalah terhadap perbankan syariah sendiri biasanya berkaitan dengan kondisi likuidasi, solvabilitas, rentabilitas, dan probabilitas. Tujuan dari pembiasaan artikel ini, yaitu untuk menggali informasi mengenai dasar hukum serta pertimbangan hakim dalam memutus akad murabahah pada putusan nomor 123/Pdt.G/2022/PTA.Smg serta mengetahui perspektif beberapa hukum nomor 123/Pdt.G/2022/PTA.Smg. Artikel ini dibuat dengan metode kualitatif yang di dukung oleh putusan nomer 123/Pdt.G/2022/PTA.Smg. Kesimpulan pada artikel ini adalah akibat wanprestasi yang sangat krusial dari tidak dipenuhinya ganti rugi atas ongkos, bunga yang diminta oleh kreditur. Maka, debitur wajib mengganti rugi sesuai dengan aturan perundang-undangan debitur sistem. Kesadaran mengenai ganti rugi dapat berfungsi sebagai pengikat pihak yang berkewajiban menunaikan janji yang telah disepakati. Oleh karena itu, kata sepakat dapat digunakan untuk mencegah adanya wanprestasi atau ingkar terhadap janji yang telah diucapkan.

Keywords: Akad Murabahah, Wanprestasi, Ekonomi syariah

A. Introduction

The development of sharia financing in Indonesian society has become a cultural thing following the influence of the very rapid development of science and technology.

Sharia banks are one of the most important components of agreement activities, moreover by prioritizing sharia principles as implementers of business cooperation activities. The distribution and implementation of business activities for the implementation concept is stated in Law no. 50 of 2009. In this law, it is stated that Banking changed to Changes made by the

government are not enough to process of changing laws as the civilization has become more advanced. Therefore, it is better to understand the banking processes.¹

Sharia economics is one of the products in the Islamic economic system. In Indonesia, sharia economics is still very much excluded as plenty people assume that it is unprofitable. However, after the establishment of several sharia banks in Indonesia, the public began to understand the importance of sharia economics—the concept of interest-free loans—that is better than the conventional bank interest, which is known to have quite severe usury conditions for lending behavior.

Agreements in business between human beings should have been fulfilled all the basic provisions of the agreement. It is also important for the creditor not to breach the agreement due to their lack of understanding the basic provisions.²

Some sharia law-based banks involve a fund provider, which is called BPRS. One of the banks, Sukowati Sragen, is providing funds using the *Murabahah*, *musyrakah*, *mudharabah* contract agreements, with the concept of Islamic law principles. However, plenty of people violate the BPRS's contract agreement. The violations include; bad credit, doubtful, substandard and many others, which is caused by both internal and external factors.

¹ Sherly Nur Salsabilla, "Kajian Hukum Ekonomi Syariah Dalam Penyelesaian Wanprestasi Praktik Jual Beli Kayu Jati Secara Kredit Pada Usaha Dagang Berkah Jati Mlonggo Jepara," *Tawazun: Journal of Sharia Economic Law* 6, no. 2 (2023): 258–75.

² Yeni Triana et al., "Penyelesaian Sengketa Wanprestasi Pada Bank Perkreditan Syariah," *Innovative: Journal Of ...* 3, no. 5 (2023): 7869–76.

The internal factors involve less effective bank management by prioritizing the basis of prudence in distributing financing to customers. This problem leads to a customer's non-compliance in making payments correctly and this is not determined according to time.

External factors are mostly due to bad customers, poor management skills and inadequate factors in all the behavior faced by customers, which results in the risk of a case arising. This is due to the lack of understanding the external risks. As the customer does not fully understand the impact or aspect that occurs, hence they eventually accept the risk of delays in payment.³

The Semarang High Religious Court handled a case involving a sharia economic dispute between F, as the Main Director of PT BPRS Sukowati Sragen, and P, an entrepreneur in decision number XX. This case concerns default on debts and receivables carried out by the defendant and the plaintiff, and it is related to *murabahah* financing agreement Number XX dated 12 October 2017.

Appellant P had committed a breach of contract during the *murabahah* financing agreement by not complying with the installments. As a result, the defendant was ordered to pay a certain amount of money to the plaintiff. The appellant, through his lawyer, expressed his objection to the order and submitted a memorandum of appeal containing a request for the court to grant the lawsuit in its entirety.⁴

³ M F Adi, B S Panjaitan, and ..., "Pelaksanaan Eksekusi Hak Tanggungan Dalam Perkara Pembiayaan Murabahah Melalui Pengadilan Agama Medan," ... Hukum Islam Dan ..., 2022, 915-30, <https://doi.org/10.30868/am.v10i02.3150>.

⁴ Margaretha Yeremia, dkk. Claudia, "Komparasi Penyelesaian Sengketa Wanprestasi Perkreditan Pembiayaan Melalui Pengadilan Pada Perbankan Dan Perbankan Syariah," *Journal of Academic Literature Review* 3, no. 1 (2024): 127-40.

Novelty on the analysis of sharia economic dispute resolution regarding default in *murabahah* financing (study case: Case Decision Number 123/PDT.G/2022/PTA.SMG). On this case, the court applies sharia economic principles in resolving disputes, including the principles of justice, transparency and compliance with sharia. This could be a new focal point in understanding how courts interpret and apply sharia law in the context of *murabahah* financing default cases.

Novelty lies on the court's creativity in using sharia economic principles to resolve disputes. This could include developing alternative dispute resolution mechanisms (APM) from court decisions for the parties involved, as well as society at large. This could include economic empowerment of the people through understanding and using sharia economic principles in the context of system financing.

Ah Khairul Wafa's research (2020), said that the contract is also implemented in one of the payment methods along with the contract.⁵ Hartana and Putu Darmika said that the urgency of preventive efforts in the context of dispute resolution, and the alternative effective land dispute resolution.⁶

Jainudin Basri said that *murbahah* payments is one of the several sharia banking products. Cheap goods are made at the initial price plus a predetermined profit.⁷ Syaifuddin's research show that the capacity of regional

⁵ Ah Khairul Wafa, "Tinjauan Hukum Ekonomi Syariah Terhadap Shopeepay Later," *Jurnal Hukum Ekonomi Syariah* 4, no. 01 (2020): 16-30.

⁶ Hartana and Putu Darmika, "Upaya Penyelesaian Sengketa Tanah Melalui Mediasi Sebagai Jalur Alternatif," *Jurnal Pendidikan Kewarganegaraan Undiksha* 10, no. 3 (2022): 327-34.

⁷ Jainudin Basri, Anggraini Kusuma Dewi, and Gesang Iswahyudi, "Pembiayaan Murabahah Pada Perbankan Syariah Dalam Perspektif Hukum Di Indonesia," *AL-MANHAJ: Jurnal Hukum Dan Pranata Sosial Islam* 4, no. 2 (2022): 375-80, <https://doi.org/10.37680/almanhaj.v4i2.1802>.

government BPRS in Indonesia seeks to overcome the obstacles and opportunities posed by the modern banking era, namely regional government-owned sharia banks offering microfinance funding.⁸

The difference between previous research and the latest research lies in the variable discussed—namely the resolution of sharia economic disputes regarding default in *murabahah* financing, which is compatible with the sharia economic perspective. The latest result in this research is from the KHES perspective, which shows that there are several principles relevant in resolving this dispute. One of them is the principle of justice, which emphasizes the importance of providing compensation.

B. Research Method

The type of research used is normative juridical with a qualitative approach by describing phenomena developing in society and analyzed based on primary and secondary legal sources, whether legal regulations, agreements, or other legal sources.⁹

One of the legal sources used is the decision of the Brebes High Religious Court Number 123/Pdt.G/2023/PTA.Smg as a reference for building understanding and researching the impact of payment failures in *murabahah* payment cases.

⁸ Syaifuddin Syaifuddin, Abu Sanmas, and Asep Hedi Turmudi, "Manajemen Strategis Digitalisasi Bank: Bprs Pemerintah Daerah Di Indonesia," *Asy Syar'Iyyah: Jurnal Ilmu Syari'Ah Dan Perbankan Islam* 8, no. 2 (November 28, 2023): 84–113, <https://doi.org/10.32923/asy.v8i2.3593>.

⁹ Abdullah Sani, "Pendekatan Normatif Dalam Studi Islam: Studi Hukum Islam," *Quality: Journal of Islamic Studie* 1, no. 1 (2022): 54–66.

C. Discussion

1. Analysis of Sharia Economic Dispute Settlement at the Semarang Religious Court and the results of the Judge's Considerations using the KHES Compilation Perspective

Dispute means conflict or argument. The two can also be differentiated based on the differences in interests that exist between two or more parties. In general, disputes can arise anywhere during human interactions, including between individuals and certain groups. It needs to be understood that conflict is a bad thing and should be avoided or ignored.¹⁰

In general, a dispute is a condition where one party feels disadvantaged by another party, then leads to a dissatisfaction feeling. The causes of these disputes include disagreements, differences in arguments, and conflicts that arise between third parties. The act of violating the provisions that have been ratified in the agreement is called a default.¹¹

In Koentjaraningrat's view, differences in perceptions describing the surrounding environment that are intentionally based on knowledge, can also give rise to disputes or conflicts. The environment mentioned is the social and physical environment.¹²

¹⁰ Meirina Nurlani, "ALTERNATIF PENYELESAIAN SENGKETA DALAM SENGKETA BISNIS DI INDONESIA," *Jurnal Kepastian Hukum Dan Keadilan* 3, no. 1 (2022): 27, <https://doi.org/10.32502/khdk.v3i1.4519>.

¹¹ Hartana and Darmika, "Upaya Penyelesaian Sengketa Tanah Melalui Mediasi Sebagai Jalur Alternatif."

¹² Clair Jennifer and Dimas Naufal Abhinaya, "Penyelesaian Sengketa Tanah Bagi Pemilik Lahan Yang Terdampak Pembangunan Jalan Tol," *Gorontalo Law Review* 6, no. 1 (2023): 142, <https://doi.org/10.32662/golrev.v6i1.2684>.

Individual relationships with other individuals or with other groups that end in conflict are under the scope of civil law. According to legal regulations in Indonesia, taking the law into one's own hands is prohibited. Any dispute must be investigated using relevant legal statutes. Civil legal disputes can be resolved through litigation in court and non-litigation (outside court). One can use Law Number 30 of 1999 regulates Arbitration and Alternative Dispute Resolution to regulate the use of Alternative Dispute Resolution (APS) and arbitration for non-litigation resolution of civil disputes.¹³

Sharia economic dispute resolution is designed to seek resolution of economic disputes that arise between two different parties, carrying out economic activities in accordance with certain legal principles. It produces a decision that can provide benefits, legal justice and legal certainty for both. In general, there are two ways of resolving disputes, namely non-litigation methods and litigation methods. Conflict resolution outside of court is known as non-litigation, or Alternative Dispute Resolution (ADR). Litigation is the process of resolving disputes through court. Therefore, if the parties choose to take legal action, they could use the Article 4 of the UUPA which states that the Religious Courts now have the highest jurisdiction over sharia economic issues.¹⁴ There are various conflict resolution efforts that can be implemented. Following are some dispute resolution methods:

¹³ Syafrida Syafrida, "Alternatif Penyelesaian Sengketa Sebagai Solusi Mewujudkan Asas Pemeriksaan Perkara 'Sederhana, Waktu Singkat Dan Biaya Murah,'" *SALAM: Jurnal Sosial Dan Budaya Syar-I* 7, no. 4 (2020): 353-70, <https://doi.org/10.15408/sjsbs.v7i4.15167>.

¹⁴ Fauziah Mulia Fitriyani et al., "Analisis Transaksi Shopee PayLater Dalam Perspektif Hukum Islam," *JPG: Jurnal Pendidikan Guru* 3, no. 4 (2022): 284, <https://doi.org/10.32832/jpg.v3i4.7468>.

- 1) Consultation, when two parties work together as consultants to solve problems with personal actions, then the consultant provides advice based on the client's needs. In this case, the consultant's role is only limited to providing legal advice according to the client's wishes.
- 2) Negotiation, when the disputed parties discuss and find a resolution without needing a third party. The process will be supervised by informal parties. Through negotiations, the disputed parties can review their respective rights and obligations in circumstances where the parties have reached a mutual agreement that allows for relief of certain rights, thereby creating opportunities for mutual benefit.
- 3) Conciliation is the practice of resolving disputes with the assistance of a conciliator or third party. Initiating and developing a resolution plan that is communicated to the disputing parties is the proactive role of conciliators. If the disputing parties cannot reach an agreement, a third party can offer suggestions for resolving the conflict, but only if the mediator has the authority to make decisions and does not just offer a solution. The parties involved in this problem must behave well so that the dispute can be implemented.
- 4) Mediation, a way of resolving conflicts with the help of a mediator. The mediator functions as an intermediary and intermediary. The mediator's job is to help the parties find alternative ways to resolve the dispute. The mediator resolves problems by not giving a decision, and must not force perspectives or values on the problem when the mediation process is carried out. Disputes are resolved by the disputing parties themselves. This is also stated in Supreme Court Regulation no. 1 of 2016 concerning

Procedures for Mediation in Court, which explains that mediation is a process of providing solutions to disputes that occur through deliberation and agreement between the parties and accompanied by the help of a mediator.

- 5) Arbitration is a settlement method, almost identical to adjudicative settlement. Based on a written agreement made by the disputing parties, the arbitrator or panel of arbitrators decides on the settlement effort which is blind and final in nature. The steps in resolving it are outside the scope of a general court and are not fully resolved through the arbitration process. Instead, it is necessary to master the law to resolve the dispute.¹⁵

The application of *Muamalah Fiqh* in the economic sector is the Islamic economic system in society in general. However, Islamic economics or sharia economics can be implemented in an orderly manner. It is also a law that is needed that regulates it in order to uphold legal order, prevent sharia economic disputes from occurring, and if they occur, provide guidelines for resolving them through established laws.¹⁶

Various new forms of transactions have developed along with the times and developments in science and technology that have not been discussed in classical jurisprudence. Humans are involved in various enterprises related to services and goods. The scholars mention no less than 25 various types of transactions. Among them are *inah* buying and selling (transactions where payment is paid in advance), urban buying and selling (buying and selling

¹⁵ Hartana and Darmika, "Upaya Penyelesaian Sengketa Tanah Melalui Mediasi Sebagai Jalur Alternatif."

¹⁶ Muhammad Wahyudi, Dea Fani, and Indah Pratiwi, "Perspektif Hukum Ekonomi Syariah Dalam Investasi Saham Syariah Di Bursa Efek Indonesia," *Jurnal At-Tabayyun* 4, no. 2 (2021): 87-101, <https://doi.org/10.62214/jat.v4i2.69>.

with a down payment), buying and selling *ahlul hadhar* (city people) with *al-badi* (village people), *syirkah* (gatherings), *ushur buying and selling and tsamar* (fruit), *salam* (order), *istishna* (order for making goods), *kafalah* (guarantee), *wakalah* (representative), *khiyar ijarah* (rental), *wadi'ah* (entrusted goods), *rahn* (pawn), and so on.¹⁷

The Hanafiyah School defines buying and selling as the process of exchanging one item for another item through certain steps. In this context, property means something that is useful and has a tendency to be utilized by humans. Specifically, the step in question is *sighat*, or a statement of consent and *qabul*.¹⁸

The practice of issuing money as a sign of the legality of payment instruments in a country shows that this activity is an issue covered by the Islamic law guidelines. Fiqh or economic law of Umar *r.a.* regulates the issuance of money in Islamic sharia law. As he said when he served as caliph of the Muslim community; Umar thought that the authority to spend money came from the ruler (*ulil amri*). In this context, *ulil amri* refers to the leader's authority to issue currency in accordance with previously established rules. Relevant authorities in this field who are dedicated to upholding Islamic values may set financial limits based on the general condition of the Ummah

¹⁷ Mahmuda Mulia Muhammad, "Transaksi E-Commerce Dalam Ekonomi Syariah," *El-Iqthisadi : Jurnal Hukum Ekonomi Syariah Fakultas Syariah Dan Hukum* 2, no. 1 (2020): 76, <https://doi.org/10.24252/el-iqthisadi.v2i1.14021>.

¹⁸ Wafa, "Tinjauan Hukum Ekonomi Syariah Terhadap ShopeePay Later."

and the state of development at the time to encourage future economic progress.¹⁹

A contract is an agreement between two or more people based on a joint meeting and a meeting of consent and *qabul*, all is in accordance with Sharia law and gives rise to law. A contract must be fulfilled in order for its terms and conditions to be considered valid. '*Aqid* or a wise person; *ma'qud 'alaih* or the object agreed upon; *maudhu'al'aqd* or the main aim/objective of making the contract; and *shiqat al'aqd* or consent and *qabul* are factors that must exist and be fulfilled to carry out a contract. Contract requirements are provisions that must be followed and implemented so that the agreement can be completed. First, a person who expresses consent and *qabul* must be competent in carrying out legal acts to make the contract valid. Second, the object of the contract must be the focus of the agreement and *qabul*. Third, consent and *qabul* are directly related in a assembly if both parties are present, or at least it is known that there is an agreement by the party who is not present.²⁰

Its existence will have an important role including the following:

1. Able to build an Islamic economy by replacing the interest/usury system with a system based on sharia principles.
2. Contract products at Sharia Financial Institutions are not only focused on making a profit, but are also social/helping each other.

¹⁹ Hardian Satria Jati and Ahmad Arif Zulfikar, "Transaksi Cryptocurrency Dalam Pandangan Hukum Ekonomi Syariah," *Al-Adalah: Jurnal Hukum Dan Politik Islam* 6, no. 2 (2021): 137-48, <https://doi.org/10.35673/ajmpi.v6i2.1616>.

²⁰ Indah Parmitasari, "Autentikasi Akad Pembiayaan Pada Perbankan Syariah Dalam Penggunaan Lafadz Basmallah," *Undang: Jurnal Hukum* 3, no. 1 (2020): 85-105, <https://doi.org/10.22437/ujh.3.1.85-105>.

3. Sharia Financial Institutions in this agreement can be an instrument in efforts to improve the economic welfare of citizens.

Contracts are always present in every product of a Sharia Financial Institution; including sharia banking, financing, insurance, venture capital and pension fund companies. Therefore, the contract product is often chosen by the public because of its good service in financing and storing funds is the mudharabah contract product. Mudharabah contracts are one type of financing and fund raising offered by Sharia Financial Institutions.²¹

Sharia contracts have actually been widely accepted, especially among Muslims in Indonesia. As it develops, Indonesia's sharia economy offers a substitute for fair transactions and in accordance with sharia principles. The role of ulama who have and continue to develop and oversee cannot be separated from the development of sharia contracts. It is important to understand that transactions involving sharia contracts are sharia products produced in accordance with ulama fatwas, both national and international.²²

Customers who use Murabahah, Musyarakah and Mudharabah contracts to obtain funding from Sharia Banks are at risk of major financial difficulties if the contracts are not managed properly. Research needs to be carried out to find out which type of financing contract has a significant influence on the NPF value. Each contract has unique provisions and

²¹ Eka Wahyu Hestya Budianto, "Pemetaan Penelitian Akad Mudharabah Pada Lembaga Keuangan Syariah: Studi Bibliometrik Vosviewer Dan Literature Review," *J-EBIS (Jurnal Ekonomi Dan Bisnis Islam)*, no. April 2022 (2022): 43-68, <https://doi.org/10.32505/j-ebis.v7i1.3895>.

²² Syahrudin Siregar, Yusup Hidayat, and Suartini Suartini, "Akad Pembiayaan Musyarakah Pada Bank Syariah Mandiri Sebuah Analisis Keadilan Hukum," *Jurnal Magister Ilmu Hukum*, 5, no. 2 (2021): 16, <https://doi.org/10.36722/jmih.v5i2.789>.

characteristics, hence, can affect the profitability of Islamic banks. This research will focus on the influence of financing based on the type of contract on the NPF of Islamic banks.²³

Al-Marghinani defined *murabahah* as the sale of various products at a purchase price, plus a fixed quantity as a profit. Meanwhile, Ibn Qudamah and Hanbali *fuqaha* stated that *murabahah* is a sale at a capital cost, plus a known profit and understanding the cost of capital is a requirement to do this.²⁴

In other ways, Islamic banks often choose *murabahah* financing as a method for distributing funds. *Murabahah* financing has the principle of purchasing and reselling products at the original price plus agreed additional profits, where the customer is the buyer and the bank is the seller. *Murabahah* is the most important aspect of buying and selling as it drives bank income from products in all Islamic banks and other Islamic financial organizations. Payment can be made in installments or deferred based on the mutual agreement.²⁵

Default refers to the debtor's failure to carry out his obligations according to the provisions stated in the agreement between the creditor and debtor. One of the biggest consequences of non-payment of debt is that creditors have the right to demand payment for the costs, losses and interest.

²³ Muhammad Fadlillah Fauzukhaq, "Akad Pembiayaan Dan Pengaruhnya Terhadap Pembiayaan Bermasalah Pada Bni Syariah," *IQTISHADIA Jurnal Ekonomi & Perbankan Syariah* 8, no. 1 (2021): 60-70, <https://doi.org/10.19105/iqtishadia.v8i1.3695>.

²⁴ Lailatul Mufidah and Kukuh Tejomurti, "Analisis Yuridis Pelaksanaan Pengadaan Vaksin Dalam Penanganan Coronavirus Disease 2019 (Covid 19)," *Journal of Economic Perspectives XX*, no. 3 (2021): 270-99, see Surayya Fadhillah Nasution, "Pembiayaan Murabahah Pada Perbankan Syariah Di Indonesia," *AT-TAWASSUTH: Jurnal Ekonomi Islam* 6, no. 1 (June 30, 2021): 132, <https://doi.org/10.30829/ajei.v6i1.7767>.

²⁵ Yuli Dwi Yusrani Anugrah, "Analisis Konsep Penerapan Pembiayaan Murabahah Pada Perbankan Syariah" 2, no. 2 (2020): 1, <https://doi.org/10.54471/muhasabatuna.v2i2.806>.

The law stipulates that the debtor must first be declared negligent (*ingebrekestelling*) before having the responsibility to pay compensation.²⁶

"Reimbursement of compensation costs and interest for non-fulfillment of an obligation will be required if the debtor is declared negligent in his obligations, or if something that needs to be given or done within a certain period of time has been exceeded."

Therefore, it is essential to notify the creditor regarding the time limit that must be met by the debtor to complete their obligations. If they fail to do it, the debtor will break their promise (default) on his obligations.

Awareness will be useful as a binding force for the parties to respect and carry out the promises they have agreed to. This agreement can serve to prevent broken promises or defaults. Thus, knowing the importance of an agreement and its terms, is the "key " for the implementation of it. Undoubtedly, in real practice, there are signs that not all agreements are truly based on an agreement. The absence of an "agree" in the agreement has a very broad meaning. In the real world, an agreement can be a blunder when the parties do not meet directly or face to face in front of a notary.²⁷

Khairandy said that humans or legal entities who obtain an obligation for something in exchange for the right to carry out an obligation are one of two types of subjects in an agreement. The goods used in the agreement are called objects. The criteria that must be met for an agreement to be considered valid is that there must be an agreement between the two parties, the

²⁶ Mahalia Nola and Pohan Sri, "Aspek Hukum Terhadap Wanprestasi Dalam Perjanjian Sewa Menyewa Menurut Kitab Undang-Undang Hukum Perdata,2020,Hlm.," Jurnal Perspektif Hukum 1, no. 1 (2020): 58.

²⁷ Anugrah, "Analisis Konsep Penerapan Pembiayaan Murabahah Pada Perbankan Syariah."

agreement depends on the parties, the achievements and desires of the parties will give rise to legal consequences. The legal consequences for one party and another are carried out by complying with the provisions of laws and regulations and are beneficial for both parties.²⁸

Based on the discussion in trial no. 123/Pdt.G/2022/PTA.SMg, the author took several sources for problem formulation, entitled the Legal Basis and Judges' Considerations in deciding the Contract according to the KHES Compilation Perspective. Thus, the decision of the Boyolali Religious Court Number 1703/Pdt.G/2021/PA.Bi was made on 23 February 2022 AD or during the 22 Rajab 1443 *murabahah*. The decision was appealed. Defendant P and Defendant R have defaulted on the *murabahah* financing agreement, which was agreed upon by Plaintiff F as a bank creditor and the defendants. This default may be related to delays in installment payments or violations of other obligations stipulated in the financing agreement.

The *murabahah* financing agreement is set at IDR 150,000,000.00 accompanied by an obligation to repay the principal amount plus a profit margin of IDR 108,000,000. Therefore, IDR 258,000,000,000 is the amount that the plaintiff is obliged to pay to the defendant for his duties. The financing agreement has a term of 48 months, starting on 12 November 2017 and ending on 12 October 2021. The plaintiff, acting as a client, provided collateral in the form of a plot of land bearing a certificate of ownership to guarantee the financing. This shows efforts to mitigate credit risk for financing providers.

²⁸ Dyah Hapsari Prananingrum, "Telaah Terhadap Esensi Subjek Hukum: Manusia Dan Badan Hukum," *Refleksi Hukum: Jurnal Ilmu Hukum* 8, no. 1 (2014): 73-92, <https://doi.org/10.24246/jrh.2014.v8.i1.p73-92>.

2. The decision of the Semarang religious court and the result of the judge's considerations from the perspective of the KHES compilation

In the judge's decision based on the trial research you mentioned (no. 123/Pdt.G/2022/PTA.SMg), as well as the decision of the Boyolali Religious Court which was appealed Number 1703/Pdt.G/2021/PA.Bi dated 23 February 2022 cannot be strengthened and must be removed. If one decided to stop their own case, as well as to judge themselves, then then the decision has several relevant implications and warnings. One of them is indicating that this case falls within the field of sharia economics, which involves *murabahah* financing and problems related to default in its financing.

The Boyolali Religious Court may have carried out a legal analysis of this case, taking into account the facts presented in the trial, the principles of sharia economic law, and the applicable laws. This decision indicates that the appeal submitted cannot be maintained, so the decision given by the Boyolali Religious Court remains in effect. By adjudicating itself, the Boyolali Religious Court reaffirmed its decision without considering the appeal proposed by one of the various parties. This shows the court's confidence in the validity and fairness of its decision.

Based on the chronology of the trial above, the author draws a result from this problem. Appellee P and Co-Appellee R have defaulted on the *Murabahah* financing agreement agreed with Appellant F. The default occurred due to their failure to fulfill their installment payment obligations in accordance with the agreement that previously made. As a result of this breach of contract, Appellant F suffered significant material losses. This loss includes

non-payment of principal and margin installments, which in total reached IDR 244.671.000,00

The appellant has made efforts to resolve this dispute amicably and through a summons sent by his attorney. However, the defendant did not provide a response or good faith to resolve the problem. In KHES, dispute resolution like this is regulated based on the principles of Islamic law which include justice, compliance with agreements, and enforcement of legal rights. In this case, the Appellant is entitled to obtain compensation for what happened to him as a result of the breach of contract committed by the Defendant.

From a KHES perspective, there are several principles that are relevant in resolving this dispute. One of them is the principle of justice, which emphasizes the importance of fair compensation for parties who suffer losses due to default. Another principle is the principle of compliance with agreements, where each party must carry out its obligations based on agreed decisions. In this case, the applicable law, including the rules governing sharia funding and dispute resolution in Indonesia, will be a consideration in resolving the dispute. Law Number 21 of 2008 concerning Sharia Banking which regulates the principles of sharia financing and the duties of sharia banks in offering financing to customers is one of the relevant laws.

3. Comparisson of previous research with the research that the author made

In the analysis of sharia economic dispute resolution regarding default in *murabahah* financing (study case: Case Decision Number 123/PDT.G/2022/PTA.SMG) how the court applies sharia economic principles in resolving disputes, including the principles of justice,

transparency and compliance towards sharia. This could be a new focal point in understanding how courts interpret and apply sharia law in murabahah financing default cases.

Novelty can lie in the court's creativity in using sharia economic principles to resolve disputes. This could include developing alternative dispute resolution mechanisms (APM) from court decisions for the parties involved, as well as society at large. The economic empowerment of the people through understanding and using sharia economic principles in the context of system financing.

Ah Khairul Wafa's research said that the qard contract is implemented in one of the payment methods along with the contract.²⁹ In line with Hartana and Putu Darmika (2022) provides a detailed explanation of the existence of land disputes and the urgency of preventive efforts in dealing with disputes, and alternatives for effective land dispute resolution.³⁰

Jainudin Basri's research (2022) stated that one's of several Sharia banking products is *murabahah* payments. Cheap goods are made at the initial price plus a predetermined profit.³¹ Syaifuddin's (2023) research, shows that the capacity of regional government BPRS in Indonesia is trying to overcome the obstacles and opportunities posed by the modern banking era, namely regional government-owned sharia banks offering microfinance funding.³²

²⁹ Wafa, "Tinjauan Hukum Ekonomi Syariah Terhadap Shopeepay Later."

³⁰ Hartana and Darmika, "Upaya Penyelesaian Sengketa Tanah Melalui Mediasi Sebagai Jalur Alternatif."

³¹ Basri, Dewi, and Iswahyudi, "Pembiayaan Murabahah Pada Perbankan Syariah Dalam Perspektif Hukum Di Indonesia."

³² Syaifuddin, Sanmas, and Turmudi, "Manajemen Strategis Digitalisasi Bank: Bprs Pemerintah Daerah Di Indonesia."

The difference between previous research and the latest research lies in the variable discussed, namely the resolution of Sharia economic disputes regarding default in *murabahah* financing, which is compatible with the Sharia economic perspective. The latest in this research is from the KHES perspective, several principles are relevant in resolving this dispute. One of them is the principle of justice, which emphasizes the importance of providing compensation.

D. Conclusion

Based on the discussion in the trial and the decision of the Boyolali Religious Court, it can be concluded that several things are related to this case in the realm of sharia economics, which involves the second *murabahah* financing transaction and problems related to default in its implementation. The Boyolali Religious Court may have carried out a careful legal analysis of this case. This analysis includes consideration of the facts presented in the trial, the principles of sharia economic law, and relevant laws. The Boyolali Religious Court's decision rejected the appeal filed, so the initial decision remains in effect. This shows the court's confidence in the validity and fairness of its decision. In this case, the customer guarantees the yard land that certified as private property as collateral for the financing. This action is an effort to mitigate credit risk for financing providers. This decision provides implications regarding the importance of compliance with contracts and payment obligations in sharia economic transactions such as *Murabahah*.

From the KHES point of view, there are several principles that are relevant in resolving this dispute. One of them is the principle of justice which emphasizes the importance of fair compensation for losses to parties who have

suffered losses due to default. Another principle is the principle of compliance with agreements, where each party must carry out its obligations based on what has been agreed. In this case, dispute resolution will be considered based on relevant laws, including legal regulations governing sharia financing and dispute resolution in Indonesia. Law Number 21 of 2008 concerning Sharia Banking which regulates the principles of sharia financing and the duties of sharia banks in offering financing to customers is one law that may be relevant. Notification or warning from the creditor regarding the deadline that the debtor must meet to complete the achievement. If this time period is exceeded, the debtor is declared in default (broken promise).

This awareness will become a legal obligation for the parties to fulfill the promises they have made. In this way, an agreement can function to stop promises that are not fulfilled or default. Thus, knowing the importance of agreement becomes the "key" for implementing the agreement. It cannot be denied that there are signs that not all agreements are based on an agreement in practice. The absence of agreement has a very broad meaning. Murabahah financing is one of the transactions that is often chosen as a means of allocating the distribution of Islamic bank funds. In murabahah financing, the buyer is the consumer and the seller is the bank. The original price of the goods plus any additional agreed profits. Murabahah is the most significant component in buying and selling because murabahah is the guiding principle behind the income of all Islamic banks and other Islamic financial institutions from product sales. Payment can be made in advance or in installments according to mutual agreement.

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