



Settlement of Dispute on Murabahah Financing with Default Customer

Nawir Yuslem

Universitas Islam Negeri Sumatera utara
Jl. IAIN No.1 Medan Timur Medan-Sumatera Utara
Email: nawir_yuslem@uinsu.ac.id

Mhd.Yadhi Harahap

Universitas Islam Negeri Sumatera utara
Jl. IAIN No.1 Medan Timur Medan-Sumatera Utara
Email: mhdyadhiarahap@uinsu.ac.id

Darmansyah Hasibuan

Universitas Islam Negeri Sumatera utara
Jl. IAIN No.1 Medan Timur Medan-Sumatera Utara
Email: darmansyah.hasby@gmail.com

Abstrak

Penelitian ini merupakan penelitian hukum Islam yang membahas tentang penyelesaian sengketa pembiayaan *murabahah* dengan nasabah wanprestasi dengan studi kasus pada Putusan Mahkamah Agung RI Nomor: 649 K/AG Tahun 2017. Model penelitian (*mode of inquiry*) penelitian ini adalah kualitatif. Langkah pendahuluan dalam penelitian ini adalah pendekatan konseptual (*conceptual approach*) dengan metode penelitian hukum normatif. Penelitian ini menggunakan teori mashlahah: *applicative theory* dipergunakan dalam menganalisa data penelitian ini dan pada akhirnya penelitian ini menunjukkan bahwa masih terdapat deviasi antara ketentuan pembiayaan *murabahah* dengan konsep fiqh namun untuk menghindari deviasi itu dibuat dengan system wakalah. Putusan Mahkamah Agung Nomor 649 K/AG/Tahun 2017 tidak mencerminkan putusan yang progresif sepenuhnya, bagi pihak bank dan juga bagi pihak nasabah, putusan tersebut belum mendapatkan nilai kemanfaatan, karena hakim Mahkamah Agung tidak memberikan batasan waktu kepada nasabah yang dianggap tidak dapat melakukan pembayaran sesuai kesempatan (*wanprestasi*) untuk melakukan penjadwalan kembali (*rescheduling*), dengan tidak adanya batasan waktu tersebut, memberikan peluang kepada nasabah yang melakukan wanprestasi untuk melakukan penguluran waktu penundaan pembayaran sehingga hal ini dapat merugikan pihak bank.

Kata kunci: Murabahah, Wanprestasi, Putusan Mahkamah Agung

Abstract

This research is an Islamic law research that discusses the settlement of *murabahah* financing disputes with defaulting customers with a case study on the Supreme Court of the Republic of Indonesia Number: 649 K/AG Year 2017. The research model (*mode of inquiry*) of this study is qualitative. The preliminary step in this research is a conceptual approach with normative legal research methods. This study uses the theory of mashlahah: *applicative theory* is used in analyzing the data of this study and in the end this study shows that there is still a deviation between the provisions of *murabahah* financing and the concept of fiqh but to avoid this deviation, the wakalah system is made. The Supreme Court's decision Number 649 K/AG/2017 does not reflect a fully progressive decision, for the bank and also for the customer, the decision has not received a value of benefit, because the Supreme Court judge does not give a time limit to customers who are considered unable to make payments in

accordance with the agreement (default) to reschedule (rescheduling), in the absence of such a time limit, provides an opportunity for customers who are in default to prolong the delay in payment so that this can be detrimental to the bank.

Keyword: Murabaha, Wanprestasi, Supreme Court Decision.

Introduction

Murabahah is a sale and purchase contract with the purchase of one party to then be sold to another party who has submitted an application for the purchase of an item with a transparent profit or additional price. *Murabahah* is a type of buying and selling that is justified by sharia and is the implementation of *mu'amalat tijariyah* (business interaction).¹

The case was brought to court starting with the existence of a *murabahah* financing agreement at PT. Sharia People's Financing Bank (BPRS) Success with Bukit Tinggi, with customers Mrs. YU and Mr. RK. The customer receives a *murabahah* financing fund of Rp 400,000,000.00 for a period of two years with collateral for a plot of land and buildings and two cars, each with the Toyota Avansa brand and the Toyota Etios brand.

Initially, the payment of the customer's debt went smoothly from February 13, 2015 until August 2015. However, since September 2015 the customer was no longer able to pay the loan installments to the bank because the customer's business did not run smoothly according to the world economic situation. Therefore, the Customer has been reprimanded by the Bank three times to immediately repay the Customer's loan. To overcome the debt installments that cannot be paid by the Customer, the Customer requests the Bank to perform rescheduling, restructuring and reconditioning.

At the time when the Customer's request had not been made, suddenly in May 2016, the Bank placed an execution confiscation of the collateral object in the form of land (ruko) owned by the Customers and submitted an auction for the object. For this matter, the Customer objected to conducting an auction of the land (ruko), even though movable objects could be sold in advance to pay or repay the debts of the Customers to the Bank. The objection was taken by the Customer by filing a lawsuit to the Bukit Tinggi Religious Court, so that the court, among others, punished the Bank for rescheduling, restructuring and reconditioning.

At the first level decision and the appeal level, the Customer's demands that the Bank perform rescheduling, restructuring and reconditioning were not granted by the two courts, and in the end this case went to the cassation level, which by the Supreme Court granted the claim with the following considerations: 1) That the Bank (PT Bank Pembinaan Rakyat Syariah Sukses Bersama) binds a *murabahah* contract amounting to Rp. 400,000,000.00 (four hundred million rupiah) with a margin of Rp. 122,050,194.00 (one hundred and two twenty-two million fifty thousand one hundred ninety-four thousand rupiah), so that the total selling price is Rp.522,050,194.00 (five hundred twenty-two million fifty thousand one hundred and ninety-four thousand rupiah), within a period of 24 months with payment

¹ Gemala Dewi, dkk, *Hukum Perikatan Islam di Indonesia* (Jakarta: Kencana Pranada Media Group, 2006), 109.

starting from the date of February 13, 2015 until February 13, 2017 with a large installment of IDR 21,752,100.00 (twenty one million seven hundred fifty two ri ma'am one hundred rupiah).

It has only been paid three times, then in the fourth month it does not pay up to three warnings so that the Customer is declared in default. 2) That seen from the value of the debt, which amounted to Rp 522,050,194.00 (five hundred twenty-two million fifty thousand one hundred ninety-four thousand rupiah), compared to the value of the collateral (Avanza cars and Etios cars, and shop houses) which according to the assessment Rp. 1,400,000,000.00 (one billion four hundred million rupiah), even according to witness testimony, it is worth Rp. 3,000,000,000. Justice. 3) Whereas in accordance with the provisions on the value of the debt, the Bank should reschedule the debt, so that it does not prioritize the auction of the object of collateral in the form of land referred to in the a quo case, because the price of the object of land is far higher than the debt. On this basis, it is better if 2 (two) cars are auctioned first, and if the sales are insufficient to cover the debt, then it is negotiated to conduct a mortgage auction according to the correct procedure and the limit price determined by the Religious Courts. 4) That because in the a quo case there is appropriateness or appropriateness to be granted, even though PBI Number 10/18/PBI/2008 and Number 8/12/PBI/2006 concerning the possibility of restructuring have been revoked and replaced with POJK Number 16/POJK.03/2014 which in Article 56 there is a prohibition for Islamic Banks to restructure financing in the category of being unable to pay. However, it is necessary to distinguish between being unable to pay and decreasing the ability to pay. The Plaintiffs (Customers) only experienced a decrease in their ability to pay, so it was appropriate to reschedule the payment of the debts of the Plaintiffs (Customers) to the Defendants (Banks), and restructuring the execution of the debt guarantees.

Method

a. Types of research

This research uses a qualitative approach with normative legal research methods, so that the data obtained will be analyzed qualitatively by deductive to inductive means. Therefore, in this paper, primary legal materials and secondary legal materials obtained through library research are used as the main focus, although they still use interviews as complementary data.

b. Research Time and Place

This research is normative legal research with a qualitative approach coupled with case studies and its implementation in the field, so the research time is not limited by time, while the research place is carried out in the library in collecting document data and while the field studies are held at the Bukittinggi Religious Court and at PT. *Sharia* People's Credit Bank Angkek Ampek Candung Bukittinggi.

C. Target/Research subject

The target or subject of this research is one banking practitioner, 2 banking experts, and 3 Supreme Court justices who decided case number 649/k/ak/ 2017.

The technique for obtaining data from the above subject is by conducting unstructured interviews, namely free interviews, where researchers do not use interview guidelines that have been arranged systematically and completely for data collection. The guidelines used are only an outline of the problem.

d. Procedure

The procedure used to obtain data is by collecting documents related to the research topic, downloading the decision of the case in question since the decision of the first instance, the level of appeal and the level of cassation in the Directory of Decisions of the Supreme Court, then for data in the field the researcher goes through the procedure for collecting data in the file. cases as well as interviews with the banking sector as well as with judges, clerks and bailiffs of the Bukittinggi Religious Court

e. Data, Instrument, and Data collection technique

The research begins with searching, compiling library materials or documents that are relevant to the study material. This process is through an inventory of verses from the Qur'an, Hadith and opinions in various fiqh books that talk about murabahah as well as various regulations and doctrines regarding guarantee law in positive law in Indonesia. The findings obtained are recorded regularly in accordance with the order of the main issues that have been compiled beforehand, so that an analysis can be carried out on the Supreme Court Decision relating to the settlement of *murabahah* financing disputes with defaulting Customers.

After the data from library materials were obtained, it was continued by conducting interviews with predetermined sources with unstructured guidelines. With this interview, it is hoped that data and information will be obtained that can complement the findings and obtain clarity on the problems obtained during the document or library study. The data that has been obtained through the interviews are processed by taking into account the completeness and clarity of the answers and then recorded regularly and systematically. After the necessary data has been collected, then the data processing and analysis is carried out. With the steps implemented in obtaining the data as mentioned above, it is hoped that the concept of how to resolve a *murabahah* financing dispute with a customer in default is expected.

f. Data analysis techniques

Since this study is referred to as a qualitative research, the data analysis has been carried out since the beginning of data collection. Early data analysis helps to avoid accumulation of data so that it is difficult to re-understand the meaning of the data if the analysis is carried out after the data has been obtained as a whole. The data analysis used is qualitative analysis, therefore the data that has been obtained is not processed using statistical formulas. The conclusion is based on logical thinking from the data obtained after the data is explained in the form of a description. The data is presented and analyzed at the same time, in other words, so as not to lose its relevance, the presentation of the data is not separated from the analysis, but is carried out simultaneously.

The Contextuality of *Murabah* Financing from the Perspective of Fiqh Muamalah Maliyah

Al-murabahah is taken from the Arabic *al-ribh* which means profit. In the form of *wazan* a method of the form of the word *mufa'alat* which is a mutual meaning. Therefore, according to language something that gives the meaning of profit.² Meanwhile, according to the term *murabahah* is a sale and purchase transaction of an item at a price and profit that has been agreed by both parties. Transactions can be carried out between money and goods, or goods and goods, the term is called barter and money for money, for example, transactions in the value of the rupiah currency with the yen. *Murabahah* is a sale and purchase transaction by disclosing the initial price and profit that has been agreed upon by both parties.³ According to Sayyid Sabiq, the notion of *murabahah* is a sale in which the profit from the purchase price of the goods is known. More precisely, *murabahah* is a sale and purchase contract where the seller notifies the selling price in the form of the cost of goods and a certain profit from the goods ordered and has been mutually agreed upon. Characteristically, the seller must state the price of the product purchased and negotiate a percentage of profit in addition to selling the item.⁴ It can be concluded, *murabahah* is a form of trust buying and selling based on price fixing, which is a form of exchanging the object of sale with a price which is the sum of the acquisition price plus a certain profit.

Contextuality of *Murabahah* Financing Perspective of DSN MUI Fatwa No. 04/DSNMUI/IV/2000

Murabahah was originally not related to financing because *murabahah* in classical Islamic discourse is a form of buying and selling in which the seller offers an item to the buyer by telling the purchase price and the desired profit. In the Islamic banking community, *murabahah* appears as an alternative to non-*ribawi* financing in the form of buying and selling. *Murabahah* practiced by Islamic banks is special because it is a form of *murabahah* based on the buyer's request. What is meant by *murabahah* based on the buyer's request is *murabahah* which is carried out on a proposal from the customer to the bank to procure an item with certain specifications and sell it to the customer at a mutually agreed profit. Usually, in submitting a request to the bank, the customer promises to buy the goods on a *murabahah* basis with installment payments.

There are also *murabahah* or financing regulations, starting from the DSN MUI fatwa, PSAK 102, Financial Services Authority Circular Letter (SEOJK) No36/SEOJK.03/2015 and Law No. 21 of 2008, as follows:

² Panji Adam. *Fiqh Muamalah Maliyah: Konsep, Regulasi dan Implementasi*. (Bandung : PT Refika Aditama. 2017), 15

³ Nuryati, Sri & Wasilah. *Akuntansi Syariah di Indonesia* (Jakarta: Salemba Empat, 2008), 67. Lihat juga Fuad Sarthawy, *at-Tamwil al-Islami wa Daur al-Qitha' al-Khash*, cet.1, (Jordan: Dar al-Masira, tt), 235 dan Muhammad Syafi'i Antonio. *Bank Syariah : Dari Teori ke Praktek*.(Jakarta : Gema Insani Press. 2001), 101

⁴ Dadan Muttaqien. *Aspek Legal Lembaga Keuangan Syariah*. (Yogyakarta : Safira Insania Press. 2009), 92. Lihat juga Sugeng widodo. *Modal Pembiayaan Lembaga Keuangan Syariah*. (Yogyakarta: Kauba. 2014), 408-409

According to	Defenition	Position LKS
Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000 tentang Murabahah. ⁵	Selling an item by asserting its purchase price to the buyer and the buyer paying it at a higher price as profit	
PSAK 102. ⁶	Selling goods at a selling price of the acquisition price plus the agreed profit and the seller must disclose the purchase price of the price to the buyer	LKS as seller
Surat Edaran Otoritas Jasa Keuangan (SEOJK) No36/SEOJK.03/2015. ⁷	Provision of funds or equivalent claims for sale and purchase transactions of goods at the cost of the cost plus a margin based on an agreement or agreement between the Bank and those requiring the customer to pay off his debts/obligations	LKS as fund provider
Pasal 1 Ayat 25 UU No 21 Tahun 2008 tentang perbankan Syariah	Financing is the provision of funds or equivalent claims in the form of: <ol style="list-style-type: none"> 1. Profit sharing transactions in the form of <i>Musyarakah</i> and <i>Mudharabah</i>. 2. Lease transaction in the form of <i>Ijarah</i> or lease purchase in the form of <i>Ijarah Muntahiyah Bitamlik</i>. 3. Sale and purchase transactions in the form of <i>Murabahah</i>, <i>Salam</i>, and <i>Istishna</i> receivables. 4. Lending and borrowing transactions in the form of <i>Qardh</i> receivables. 5. <i>Ijarah</i> service lease transactions for Multiservice transactions 	Bank as a provision of funds

From the several definitions above, it is known that the definition of *murabahah* according to the DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 concerning *murabahah* and PSAK 102, the position of LKS is as a seller, while according to the definition of SEOJK No. 36/SEOJK.03/2015 and RI Law Number 21 of 2008 the position of LKS is as a provider of funds for customers.

⁵ Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000 tentang Murabahah, <https://dsnemui.or.id/produk/fatwa/> diakses pada 19 April 2021

⁶ PSAK 102 Akuntansi Murabahah, <http://iaiglobal.or.id/v03/standar-akuntansi-keuangan/pernyataan-sas-65-psak-102-akuntansi-murabahah>, diakses pada 19 April 2021, pukul 14:00 WIB

⁷ Surat Edaran Otoritas jasa Keuangan (SEOJK) No. 36/SEOJK.03/2015, <https://www.ojk.go.id/id/kanal/perbankan/regulasi/surat-edaran-ojk/Pages/-SEOJK-Nomor-36032015-tentang-Produk-dan-Aktivitas-bus-uus.aspx>, diakses pada 19 April 2021, pukul 16: 15 WIB.

Contextuality of *Murabahah* Financing Perspective of Law no. 21 of 2008 concerning Islamic Banking

Law No. 21 of 2008 explains the provisions of *murabahah* transactions in a different way from the general fiqh explanation. *Murabahah* products are associated with financing, not buying and selling. The definition of financing is the provision of funds or equivalent claims in the form of:

- 1) Profit sharing transactions in the form of *mudharabah* and *musharaka*.
- 2) Lease transactions in the form of *ijarah* or lease-purchase in the form of *ijarah muntahiya bi al-tamlik*.
- 3) Sale and purchase transactions in the form of *murabahah*, *salam* and *istitsna'* receivables.
- 4) Lending and borrowing transactions in the form of *qardh* receivables.
- 5) Service-leasing transactions in the form of *ijarah* for multi-service transactions based on an agreement or agreement between the *Syariah* Bank and/or *Syariah* Business Unit and other parties that require the party being financed and/or provided with a fund facility to return the funds after a certain period of time in exchange for a fee. *ujrah*, without compensation or profit *sharing*.⁸

Analysis of Supreme Court Decision Number 649 K/AG/2017

Supreme Court Decision Number 649 K/AG/2017, as previously explained, including the decision, is to grant the request for cassation from the Cassation Petitioners: Yuliarti, and H. Rasyidin Kasim. and canceling the decision of the Padang Religious High Court Number 0004/Pdt.G/2017/PTA.Pdg. March 30, 2017 AD coincides with the 2nd Rajab 1438 Hijriah. Then punish the Defendant to reschedule the payment of the Plaintiffs' debts to the Defendant, and restructure the execution of the debt guarantee.

After reading and understanding some of the explanations in the Supreme Court Decision Number 649 K/AG/2017, from the case, legal considerations by and the judge's decision, then the researcher feels it is important to conduct a study or analysis of the decision, whether it has fulfilled the value of justice, legal certainty, benefits and in accordance with the laws and regulations. To answer this question, the researchers will analyze the Supreme Court Decision Number 649 K/AG/2017.

Maqashid Al-Syariah in Supreme Court Decision Number 649 K/AG/2017

Imam al-Syatibi explained that there are 5 forms of *maqashid sharia* or commonly called *kulliyat al-khamsah* (five general principles), namely: (1) *Hifdzu ad-Din* (protecting religion), (2) *Hifdzu nafs* (protecting the soul), (3) *Hifdzu aql* (protecting the mind), (4) *Hifdzu nasab* (protecting offspring), and (5) *Hifdzu mal* (protecting property). The relationship between the theory of *maqashid al-syariah* and Islamic economics is that the purpose of the revelation of *sharia* is to achieve

⁸ Wahbah al-Zuhayli, *Al-Fiqh al-Islami wa Adillatuhu*, 115. In the *fiqh muamalah* book compiled by Rachmat Syafe'i, it is stated that the condition for the object of sale and purchase is that the goods must belong to the seller. Rachmat Syafei, *Fikih Muamalah*, (Bandung: Pustaka Setia Bandung, 2001), 79

benefit and avoid harm in two different dimensions of time, namely the world and the hereafter. The application of *maqashid al-syariah* is an elaboration of the great *maqashid* (goal), namely *hifdzul al-Mal* (maintaining and fulfilling the needs and benefits of property).

The application of sharia principles in murabahah financing contracts at PT. The Islamic People's Financing Bank Ampek Angkek Candung has complied with sharia principles as stipulated in the Sharia Banking Law, where financing based on Islamic principles does not contain elements of interest/usury, speculation/*maisir*, *gharar*, tyranny, and *haram*. As well as the implementation of the *murabahah* financing contract at the bank PT. The Islamic People's Financing Bank Ampek Angkek Candung adheres to a consensual system, which is stated in the Civil Code and is used in Islamic law, namely by signing the deed before the goods are delivered and the price determination has been determined in the financing contract, the prohibition of things that are contrary to *sharia* principles is the goal to achieve *maslahah*, so that by applying *maqashid sharia* as an elaboration of the goal, namely maintaining and fulfilling the needs and benefits of property (*hifdzul mal*). Maintaining and fulfilling the needs of the property is sometimes in terms of how to get it or from the side of maintaining the property that is already owned and then the allotment/use of the property. *Maqashid al-syariah* as a manifestation of the realization of *sharia* principles in economic activities/transactions that do not contain elements of usury, *maisir*, *gharar*, *haram* and unjust. The prohibition of this is intended to realize the benefit of every human being and to avoid benefit for them.

When the researcher conducted an interview with an expert on Islamic economics and Islamic banking, Prof. Dr. Syahrizal Abbas, MA, stated that the principle found in the Supreme Court's decision was the principle of benefit accompanied by benefit. However, when viewed from the ruling No. 649 K/AG/2017, it is not yet so aggressive because there are still opportunities for customers and/or the bank not to implement it, while the Religious Courts have no legal construction that can take coercive measures against the ruling. Because the rescheduling order was ordered to the bank, if the bank did not reschedule due to various reasons, the Religious Court would not be able to execute the rescheduling order.

When the researchers conducted interviews with the Director of PT. The People's Financing Bank Syari'ah Ampek Angkek Candung on February 8, 2021. Named Hilmayanti, SE., he said that the bank had repeatedly called customers to come to the office to make rescheduling agreements, but never came, even after being visited by the bank and religious court officials to the house in question, but were not found.

When researchers conducted research at the Bukittinggi Religious Court, it turned out that the rescheduling order was not carried out, because the customer was never present to fulfill the call from the bank and also the summons from the Bukittinggi Religious Court to formulate a rescheduling which was agreed by the customer and also approved by the bank. Because various efforts have been taken so that rescheduling can be carried out, but not achieved, finally with the initiative

accompanied by uncertainty, finally the Bukittinggi Religious Court allowed the bank to submit the auction process again, even though in the Cassation decision there was no order to re-do the process. auction. Based on the request for the auction process again by the bank, the Bukittinggi Religious Court carried out the auction process until the immovable property object was sold which had been used as collateral for mortgage rights at the bank. Then the value of the auction proceeds is given to the bank in accordance with the amount of debt and fines as well as the margin to be paid, then the remainder of the auction proceeds is handed over to the customer and the customer has received it. Thus the dispute between the bank and the customer in terms of murabahah financing has been resolved even though it is a relatively long process and incurs relatively large costs.

The next analysis raises the question, what if the bank does not comply with the cassation decision ordering rescheduling? What efforts should be made by the customer, if the bank is not willing to carry out the cassation decision. Even though the Religious Courts have a coercive effort to carry out executions to force someone to obey the court's decision, how the process will be carried out by the religious court to carry out rescheduling, of course there are no rules. Because the execution that can be carried out by the court is to carry out emptying, demolition and auctions and to share the results of the auction, while the rescheduling process does not carry out emptying, demolition and auctions, but is to force the bank to calculate how long the repayment period is extended and how much the installment value must be paid. customer. And when the order to do this is still not carried out by the bank, the court cannot do anything else.

The solution to the absence of execution efforts that can be carried out by the court, the researcher offers the need to make a regulation issued by the OJK which imposes sanctions on the bank if the bank does not comply with the rescheduling order from the court in this case the religious court. Then the regulation was accompanied by the issuance of a regulation from the Supreme Court that gave the Religious Courts the ability to submit reports to the OJK on the attitude of the bank that did not comply with the contents of the court's decision as well as recommending the imposition of sanctions.

Conclusion

Arrangements/concepts of *murabahah* financing according to *Muamalah fiqh* perspective, *murabahah* is a sale and purchase contract where the seller notifies the selling price in the form of the cost of goods and a certain profit from the goods ordered and mutually agreed upon. However, from a positive legal perspective, *murabahah* financing is selling an item by confirming the purchase price to the buyer and the buyer pays it at a higher price as profit and the return is made in cash or in installments.

In the implementation of *murabahah* contracts in the sharia banking system, deviations were still found with the existing provisions, namely that it was found that the bank was not pure as a seller of goods as in the trading industry which sells goods directly to buyers, because in general banks do not have inventory, the bank is also not an investment agent because it does not offer goods that are the

object of buying and selling. The bank also does not first buy the goods from the supplier or third party, but a *wakalah* agreement is made to the customer to buy the goods from the supplier or seller of goods that has been agreed between the bank and the customer.

The process of resolving *murabahah* financing disputes with customers in default through; Rescheduling (rescheduling), Reconditioning (reconditioning) and Restructuring (rearrangement), as stated in the Supreme Court Decision No. 649 K/AG/Year 2017, is in accordance with *Maqashid sharia*, especially *hifzul mal* as a manifestation of the realization of *Sharia* principles so as to avoid from the auction of assets whose selling price far exceeds the customer's debt, but the *Amar* has not been able to effectively resolve the dispute because there is no time limit for the settlement which consequently can drag on until it is not completed, and also the ruling creates a legal or regulatory vacuum if the customer or the bank does not implement it, the vacancy occurs because the Religious Court does not have a set of regulations that can be used to execute the Rescheduling a quo order if the parties do not heed the said decision. The delay in payment without the certainty of the customer's attitude which is not included in the decision, has the opportunity to harm the LKS, especially the bank PT. The Islamic People's Financing Bank, Ampek Angkek Candung, and attitudes that are detrimental to others are also contrary to the principle of *maqashid ash-syariah*. And in field research, it turns out that the Supreme Court's decision was not implemented because there was no agreement between the customer and the bank in formulating rescheduling, and finally with the initiative accompanied by uncertainty, the Bukittinggi Religious Court allowed the bank to submit the auction process again, from the results of the auction. the debt is paid to the bank and the remaining auction proceeds are handed over to the customer.

References

- Adam, Panji. 2017. *Fikih Muammalah Maliyah: Konsep, Regulasi dan Implementasi*. Bandung: Refika Aditama.
- Ahmad, Ali Salus. 1986. *al-Mu'amalat al-Maliyah al-Mu'ashirah fi Mizan al-Fiqh al-Islami*. Kuwait: Maktabah al-Falah.
- Amalia, Vina. 2014. *Implementasi Akad Murobahah pada Produk Pembiayaan Griya BSM ditinjau dari Hukum Islam*. Bekasi: FAI.
- Antonio, Muhammad Syafi'i. 2001. *Bank Syariah: dari Teori ke Praktek*. Jakarta: Gema Insani Press.
- Dewi, Gemala. 2006. *Hukum Perikatan Islam di Indonesia*. Jakarta: Kencana Pranada Media Group.
- Ilyas, Amir. 2016. *Kumpulan Asas-asas Hukum Islam*. Jakarta: Rajawali.
- Muqaddas, Busyro. 2002. "Mengkritik Asas-asas Hukum Acara Perdata." *Jurnal Hukum Lus Quaiia Lustum* 165.
- Mustaqiem, Dadan. 2009. *Aspek Legal Lembaga Keuangan Syariah*. Yogyakarta: Safira Insania Press.
- Mustofa, Imam. 2016. *Fikih Mu'ammalah Kontemporer*. Jakarta: Raja Grapindo Persada.

- PSAK 102 Akuntansi Murabahah, <http://iaiglobal.or.id/v03/standar-akuntansi-keuangan/pernyataan-sas-65-psak-102-akuntansi-murabahah>.
- Rawls, John. 1991. *A Theory of Justice*. Cambridge: Harvard University.
- Sarthawy, Fuad. 2016. *at-Tamwil al-Islami wa Daur al-Qitha' al-Khash*. Jordan: Dar al-Masira.
- Suadi, Amran. 2018. *Penyelesaian Sengketa Ekonomi Syariah, Penemuan dan Kaedah Hukum*. Jakarta: Prenanda Media Group.
- Surat Edaran Otoritas jasa Keuangan (SEOJK) No. 36/SEOJK.03/2015, <https://www.ojk.go.id/id/kanal/perbankan/regulasi/surat-edaran-ojk/Pages/-SEOJK-Nomor-36032015-tentang-Produk-dan-Aktivitas-bus-uus.aspx>.
- Syafei, Rahmat. 2001. *Fikih Muammalah*. Bandung: Pustaka Setia.
- Undang-Undang Nomor 21 Tahun 2008 Tentang Perbankan Syari'ah
- Washilah, Sri Nuryati &. 2008. *Akuntansi Syariah di Indonesia*. Jakarta: Salemba Empat.
- Widodo, Sugeng. 2014. *Modal Pembiayaan Lembaga Keuangan Syariah*. Yogyakarta: Kauba.
- Wiroso. 2005. *Jual Beli Murabahah*. Yogyakarta: UII Press.
- Yahya, Abi Zakaria. 2005. *Fathul Wahhab*. Kediri: Mahfuzhoh.
- Zuhaili, Wahbah. 1997. *al-Fiqh al-Islami wa Adillatuhu*. Damaskus: Dar al-Fikr.
- Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000 Tentang Murabahah.