



Implementation of Sharia Compliance in Murabahah Financing Contracts in Sharia Banking in West Sulawesi (Study on Bank Muamalat Indonesia West Sulawesi)

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ABSTRACT

This research discusses the Implementation of Sharia Compliance in Murabahah Financing Agreements in Sharia Banking in West Sulawesi (Study at Bank Muamalat Indonesia, West Sulawesi). The formulation of the problem in this research is: 1.) What is the mechanism for murabahah contracts at Bank Muamalat Indonesia in Sulawesi West, 2.) What is the review of Sharia principles regarding the implementation of the Murabahah Agreement at Bank Muamalat Indonesia in West Sulawesi. The research method uses a qualitative type of research. The research approach used is case study research or case study, which is a type of research in which the data analysis process is carried out in depth on a case object in the research, where the unit of analysis is individual. data collection tools, namely interview guidelines; data collection techniques are observation, interviews and documentation; and testing the validity of the data using triangulation techniques. Research results: the buying and selling model carried out is guided by the murabahah scheme as it should be, when the customer wants to buy a house and the initial payment has been made, the bank will budget the estimated costs. The bank will buy the house according to the price shortfall from the payment made at the beginning. If the house price is Rp. 120 million and initial payment of Rp. 20 million as a receipt for becoming a customer with the developer, then the bank will buy the house for Rp. 100 million. So the basic price of the house that is resold to the customer is IDR. 100 million plus the profit margin from sales made by the bank to customers. The concept of buying and selling carried out by the Bank is a buying and selling concept that is in accordance with the rules for implementing the murabahah contract. Where there is a sale and purchase transaction carried out by the bank, supplier and customer involving the object of the contract, then a Cost Budget Plan (RAB) will be made according to the customer's needs for the object of the goods and a purchase receipt will be requested directly by the Bank.

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INTRODUCTION

The development of Islamic economics is increasing from time to time because many countries have begun to implement the Islamic system, including Indonesia. Because of this, Islamic banking began to develop rapidly in Indonesia. In line with that, Islamic banking practices need to include maqâshid al-Shari'ah as one of their management strategies in order to meet sharia requirements.

The prospect of the sharia economy in the last ten years is experiencing very rapid progress, one of which is in Indonesia. It is undeniable that with the development of the sharia economy today, many financial institutions that use sharia principles have begun to emerge. The development of Islamic banks in Indonesia has now become a benchmark for the success of the existence of the Islamic economy.

In the modern world, the role of banking in advancing a country's economy is very large. Almost all sectors related to various financial activities always need bank services. According to Law No. 10 of 1998, a bank is a business entity that collects funds from the public in the form of deposits and also distributes them

to the community in the form of credit or other forms in order to improve the standard of living of many people.

In Indonesia, regulations regarding Islamic banks are contained in Law No. 21 of 2008 concerning Islamic banking. Islamic banks were initially developed as a response from a group of Muslim economists and banking practitioners who sought to realize the urgency of various parties who wanted the availability of financial transaction services that were carried out in line with the moral values and principles of sharia in Islam.

Sharia compliance is currently an important issue for Islamic bank stakeholders in Indonesia. There are many sharp criticisms from the public about the compliance of Islamic banks with sharia principles, that Islamic banks in Indonesia are currently not in accordance with sharia. This condition may be a positive impact of the increasingly massive socialization of Islamic banking to the public so that the public begins to be aware and have sufficient knowledge about Islamic banking, both from a juridical perspective as a regulatory order and a solution to the legal vacuum in Islamic banking regulations to ensure legal certainty, as well as a philosophical perspective on the regulatory system that aims to create justice and benefits in Islamic banking practices.

The main points of BI's research results state that customers who use the services of Islamic banks. Some have a tendency to stop being customers, among others, because of doubts about the consistency of the application of sharia principles. The bank's compliance and compliance with sharia principles is often questioned by customers. In addition, there are many issues about the lack of public trust that doubt sharia principles in Islamic banking.

As long as compliance with sharia principles is a must in Islamic banking, then sharia advisory or supervisory is an important aspect that is inseparable from sharia compliance, besides that the existence of sharia supervisors (sharia board) is also an important part of sharia compliance regulations.

Meanwhile, national economic development is not only influenced by changes in global conditions but also determined by national consumer conditions. Increasing awareness of halal lifestyles in both the real and financial sectors, for example, affects the type and level of consumption and people's preferences in the economy. This encourages the development of Islamic economics and finance in Indonesia in particular and the world in general above the average of the financial industry.

Islamic banks offer profit sharing as a product that must be encouraged to increase by juxtaposing and being supervised by DPS so that sharia compliance can be realized properly. Islamic banks are required to comply with Islamic guidelines in their business affairs. This compliance is monitored and continuously evaluated through an extra layer of oversight from the Sharia Supervisory Board, it has a very central and consular role in supervision.

The position of the DSN-MUI fatwa in sharia economic and financial practices is the highest source of law and is the basis for DPS's assessment of sharia practices in sharia financial institutions. The fatwa is binding, meaning that it is an obligation for Islamic financial institutions to comply with the fatwa. DPS is authorized to declare an opinion that is not sharia compliant, if there is a sharia financial institution whose practice deviates from the DSN fatwa even though it may be in the opinion of some scholars that it is allowed. Therefore, Sharia governance is an important part of risk management in Sharia banks, especially in Sharia compliance activities. The function and role of DPS in Islamic banking has a strong relationship with Islamic banking risk management, namely reputation risk, which in turn affects other risks, such as liquidity risk.

DPS states that the institution it supervises has been running in accordance with or in compliance with Sharia principles, so any deviations that occur are the responsibility of DPS, both in the mundane and ukhrowi dimensions. Furthermore, violations of Sharia compliance allowed by DPS will clearly damage the image and credibility of Sharia banking in the eyes of the public so that the level of public trust in Sharia Banks will be eroded and have an impact on the risk of business losses of Sharia Banks.

Bank Muamalat Indonesia or BMI was established on the idea of the Indonesian Ulema Council (MUI), the Indonesian Muslim Scholars Association (ICMI) and Muslim entrepreneurs who later received support from the Government of the Republic of Indonesia. The Company began operating on May 1, 1992/27 Shawwal 1412 H and that date was also set as the Company's birthday.

The Company obtained a license to operate as a commercial bank based on the Decree of the Minister of Finance of the Republic of Indonesia No. 1223/MK.013/1991 dated November 5, 1991 and the Decree of the Minister of Finance of the Republic of Indonesia No. 430/KMK.013/1992 concerning the Granting of the Company's Business License in Jakarta dated April 24, 1992, as amended by the Decree of the Minister of Finance No. 131/KMK.017/1995 concerning Amendments to the Decree of the Minister of Finance No. 430/KMK.013/1992 concerning the Granting of the Company's Business License dated March 30, 1995 which in its decision granted permission to the Company to be able to conduct business as a commercial bank based on sharia principles.

The formation of Bank Muamalat Indonesia is a sign that the State's attention in developing the Sharia financial system in Indonesia has begun to run rapidly. The expansion of Sharia Bank financial institutions

has also reached a good stage by establishing Bank Muamalat Indonesia (BMI) in every province and city district in Indonesia.

Bank Muamalat Indonesia or BMI was first established in the West Sulawesi area, until now there are two BMI offices in West Sulawesi, namely BMI Mamuju branch and BMI Wonomulyo sub-branch office, this proves that Sharia financial literacy is currently developing rapidly in every region in Indonesia. In addition, Bank Syariah Indonesia is not only supervised by the Financial Services Authority, the Sharia Supervisory Board (DPS) as an organization of DSN-MUI also serves as a supervisor of Sharia Banks in implementing a banking system in accordance with Sharia principles. Sharia Banking is required to carry out the duties and functions of banking in offering financial products that have been contained in the DS-MUI fatwa and if there is a discrepancy between the system run by the Bank and the fatwa that has been determined, the Sharia Supervisory Board as the supervisory body will regulate and follow up on all systems that are calm with the Sharia principles implemented by the Bank.

METHODOLOGY

The research approach used is Case study Research, where the data analysis process is carried out in depth on a case object in the research, whose unit of analysis is individual. As a type of qualitative research model that is idiographic, case study research emphasizes its unit of analysis on aspects that are specific or specific and unique.

In case study research, it will emphasize a qualitative approach that is naturalistic. Case studies are able to reveal specific, unique and very detailed things that other studies cannot reveal. Case studies are able to uncover the meaning behind phenomena in natural or natural conditions.

RESULTS AND DISCUSSION

Basically, every banking institution has various regulations in running the system, as well as profit sharing. In the conventional bank system, a profit-sharing system is often found that refers to interest rates. However, in the Sharia bank system, profit sharing is not based on a reference interest rate but a profit-sharing system as a reference to the Sharia aspect. This is because interest in the view of Sharia Economics is something that is considered *riba*, the absence of clarity of the contract in transactions that use interest rates, is the main reason why bank interest is considered as something that contains usury. This is in line with the system used by Bank Muamalat as a Sharia banking institution in Indonesia which uses a profit-sharing system in profit sharing.

Murabahah, as used in Islamic banking, is based on two main elements: the purchase price and associated costs, and the agreement on the mark up (profit). Islamic banks adopt murabahah to provide short-term financing to customers for the purchase of goods even if the customer does not have money to pay. The basic characteristics of a murabahah contract as a sale and purchase with deferred payment are as follows: (i) the buyer must have knowledge of the associated costs and about the original price of the goods and the profit limit (mark up) must be set in the form of a percentage of the total price plus its costs; (ii) what is sold is a good or commodity and is paid for in money; (iii) what is sold must exist and be owned by every seller and the seller must be able to deliver the goods to the buyer; (iv) the payment is covered. Murabahah as understood here, is used in any financing where there are identifiable goods for sale.

This contract requires the seller to inform the buyer about the price of the product he buys and determine a level of profit in addition. From the above description, it can be concluded that murabahah is a transaction of buying and selling goods where the seller declares the acquisition price to the buyer and the buyer pays the seller the acquisition price plus the agreed profit (margin).

Banking techniques in the application of murabahah transactions are: (1) The bank acts as a seller while the customer is the buyer. The selling price is the purchase price of the bank from the producer plus the profit (mark-up). Both parties must agree on the selling price and payment period; (2) The selling price is stated in the sale and purchase agreement and if it has been agreed cannot be changed before the contract takes effect. In banking, murabahah is usually done by paying installments; In this transaction, if there are already goods, they are immediately handed over to the customer, while the payment is made in a deferential manner.

The practice of murabahah contracts in Islamic banks is carried out by buying goods needed by customers. The Islamic bank then sells it to the customer for the price of the goods plus the margin or profit agreed upon by the Islamic bank and the customer. An agreement in financing based on sharia principles is an agreement between a bank and a customer (debtor) to provide a certain amount of funds to the debtor.

The provision of this financing based on sharia principles is very risky, because after the financing funds are received by the debtor, the bank does not know exactly the use of the funds. Therefore, in distributing funds, banks must implement financing principles based on sound sharia principles and prudent principles and need to conduct a careful assessment in every consideration of sharia financing applications from customers.

The buyer must be knowledgeable about the associated costs and the cost of the goods and the mark-

up limit must be set as a percentage of the total price plus its costs. It is also possible that in the implementation of the murabahah financing contract, obstacles and obstacles faced by both the Bank and the debtor are found.

Several provisions must be met in carrying out the murabahah contract so that the contract transaction is avoided from usury and in accordance with sharia. One of them is the condition that the goods to be contracted in this case are goods to be sold According to the Fatwa of the MUI National Sharia Council No.04/DSN-MUI/IV/2000 concerning murabahah, it is stated that banks must first buy the assets ordered by the customer. The conditions of the object of the contract in the murabahah contract, the goods that are traded must in principle already belong to the bank. It is not legal to sell items that will only belong to him.

There is a fundamental difference between the concept of profitsharing using interest and profit sharing using a profit-sharing system. In the mechanism of the murabahah contract, the amount of margin agreed between the bank and the customer is determined at the beginning, the bank must first convey the amount of profit taken within 60 months, so that the selling price can be paid in installments according to the price agreement without any fluctuations in installments.

This is of course inversely proportional to the interest rate reference system, Mr. Usman said that there is a fundamental difference between the profit-sharing system and the interest rate system, in the interest rate system is known as an annuity where the system or the number of monthly payments is based on the interest rate calculation system. Basically, annuity interest is a calculation system that regulates the nominal number of installments to remain the same every month, but the difference is that the amount of interest that must be paid at the beginning of the installment is greater than the following month, so that the amount of reduction in customer debt is not too significant.

In addition, the conventional system is also known as interest rate floating or floating. In this system, interest rates often fluctuate according to the market interest rate reference, if the interest rate in the market rises, then the interest rate will also rise, and vice versa, if the interest rate in the market decreases, then the interest rate will also decrease. From these two systems, it can be seen that the interest rate system has an element of ambiguity, the absence of a contract as a binding is the reason why interest in the sharia economic system is classified as riba because of the fluctuating nominal without clarity of the total excess of the loan.

According to the DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000, murabahah is selling an item by confirming its purchase price to the buyer and the buyer pays it at a higher price as a profit. In the first dictum number four of the fatwa on murabahah above, it is also emphasized that banks buy goods needed by customers "on behalf of the bank itself", and these purchases must be legal and free of usury. Meanwhile, Bank Indonesia Regulation (PBI) 10/16/PBI/2008 defines murabahah financing as the provision of funds or bills which is equivalent to it in the form of buying and selling transactions in the form of murabahah receivables.

In addition, one of the main concerns is transactions that use 2 contracts and are known as hybrid contrat or multi-contract. Basically, using two contracts in one transaction is something that is prohibited in Islamic Sharia, this has been explained on the previous page in the sub-material of the mechanism for the implementation of murabahah contracts, this is in line with the Hadith of the Prophet Saw. Hadith narrated by Imam Ahmad from 'Abdullah bin Mas'ud:

وَقَالَ نَهَى عَنْ بَيْعَتَيْنِ وَلِبَسَتَيْنِ أَنْ يَحْتَبِيَ أَحَدُكُمْ فِي الثَّوْبِ
الْوَاحِدِ لَيْسَ عَلَى فَرْجِهِ مِنْهُ شَيْءٌ وَأَنْ يَشْتَمِلَ فِي إِزَارِهِ إِذَا مَا
صَلَّى إِلَّا أَنْ يُخَالَفَ بَيْنَ طَرَفَيْهِ عَلَى عَاتِقِهِ وَنَهَى عَنِ اللَّمْسِ
وَالنَّجْشِ

Translation:

"Abu Hurairah said that the Prophet (peace and blessings of Allaah be upon him) forbade two transactions in one contract of sale and purchase and two ways of dressing: one of the berihitaba' (sitting on the buttocks with his thighs together on his chest) with one medium cloth on his genitals with nothing to cover him, and covering his body with one cloth during prayer unless the ends are rested on his shoulders. And the Prophet Saw also prohibited buying and selling with the Al Lams system (whoever holds it, he must buy) and An Najsy (Increasing the price of goods with the aim of deceiving buyers)."

The formation of the Prophet's hadith has hadiths that are preceded by certain reasons and there are also those without cause. In addition, the formation of the Prophet's hadith is also universal and some are related to special conditions. The nature and purpose of the hadith revealed by the Prophet Muhammad (peace and blessings of Allaah be upon him) is not only local but also global. Not only is it temporal, but it is

also eternal throughout the world. As well as being comprehensive, comprehensive and always suitable for any era and place.

The above hadith also explains that if you make two contracts in one transaction, it is not allowed because it will contain gharar (uncertainty). The lesson that can be taken from the hadith is that a hadith cannot be studied only textually, but must also be contextual. If understood textually, the use of two contracts in one transaction is prohibited and all practices of Islamic financial institutions such as Islamic banking, Islamic insurance, motorcycle leasing and Islamic mortgages using layered contracts (al-uqud almurakkabah/hybrid contract) will all have haram status (textual understanding).

Along with the development of contemporary finance, especially in Islamic financial institutions, there are various financial innovations that make it easier for customers to transact, one of which is multi-contract. In the case studied, there are several multi-contracts carried out by the muamalat bank in carrying out buying and selling transactions using murabahah contracts. One type of contract used is Murabahah bil wakalah, as it is known that the wakalah contract is a trust contract, where one of the parties is appointed as the person who represents the first party in the matter represented.

The practice of implementing the Murabahah bil Wakalah contract must meet several aspects, including one of the contracts must be done first, in this case the Murabahah contract is carried out first, where there is an agreement between the bank with the status of the seller and the customer as the buyer. After the bank and the buyer agreed on the agreed haraga details, the Murabahah contract was implemented.

If the bank wants to carry out the Wakalah contract, then the bank can represent the purchase funds to the customer to be in direct contact with the developer as a third party, but the status of the purchase is as a purchase by the bank because the funds transacted are the funds represented by the Bank. This is certainly in line with the mechanism for implementing the Murabahah contract because the purchase of the goods has the status of a bank purchase, but it is represented to the customer. Therefore, Murabahah is selling an item by affirming its purchase price to the buyer and the buyer pays it at a higher price as a profit.

CONCLUSION

The concept of buying and selling carried out by the Bank is a concept of buying and selling in accordance with the rules in the implementation of the murabahah contract. Where there are buying and selling transactions carried out by the bank, suppliers and customers involving the object of the contract such as goods desired by the customer and so on so that later a Cost Budget Plan (RAB) will be made according to the customer's needs for the object of the goods and the purchase memorandum will be requested directly by the Bank.

Basically, in the contract scheme Murabahah The bank acts as a seller to customers who provide or buy goods from suppliers and then resell them to customers at a price that includes principal and margin so that the purchase and sale transaction scheme carried out meets the principles and conditions of the contract Murabahah.

In practice, the implementation of the Murabahah bil Wakalah contract must meet several aspects, including one of the contracts must be done first, in this case the Murabahah contract is carried out first, where there is an agreement between the bank with the status of the seller and the customer as the buyer. After the bank and the buyer agreed on the agreed haraga details, the Murabahah contract was implemented.

If the bank wants to carry out the contract Wakalah, then the bank can represent the purchase funds to the customer to be in direct contact with the developer as a third party, but the status of the purchase is as a purchase by the bank because the funds transacted are the funds represented by the bank. This is certainly in line with the mechanism for implementing the contract Murabahah Because the purchase of the goods has the status of a bank purchase, but it is represented to the customer. Therefore, Murabahah is selling an item by confirming its purchase price to the buyer and the buyer pays it at a higher price as a profit.

This is of course guided by Fatwa No. 04/DSN-MUI/IV/2000 point nine related to the implementation of the contract Murabahah bil Wakalah in the fatwa it is explained that when the Bank If you want to represent the customer to buy goods from a third party, the Murabahah sale and purchase contract must be carried out after the goods, in principle, belong to the bank.

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