

## Procedures For Resolving Islamic Economic Disputes In Indonesia

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*Sharia economics; murabahah; contract; procedure; religious courts; dispute; judge's consideration; judge's decision.*

### Abstract

*This research is titled Efforts to Resolve Sharia Economic Disputes at the Central Jakarta Religious Court through a case study of Decision No. 634/Pdt.G/2024/P.A. JP. The purpose of this research is to delve deeper into the procedures and basis for judges' considerations in deciding case number 634/Pdt.G/2024/P.A. JP at the Central Jakarta Religious Court. Then to find out the views of Sharia Economic Law on the basis of consideration by the Central Jakarta Religious Court Judge in deciding a case that declares the validity and value of Defendant II's non-Muslim property as a guarantee for the payment of obligations from Defendant I. This research uses a normative method with a juridical approach, examining laws and regulations, court decisions, and related literature. Based on the research method, a study was produced that revealed that in principle the procedure for resolving sharia economic disputes at the Central Jakarta Religious Court is the same as other courts in Indonesia, starting from the registration of the case by the plaintiff, the examination of the file and the determination of the panel of judges, the summoning of the parties (plaintiff and the defendant), the first hearing and peace efforts (mediation), the reading of the lawsuit, the defendant's answer (exception and subject matter), Replica of the plaintiff, duplicate of the plaintiff, proof, conclusion of the parties, deliberation of the panel of judges, reading of the decision and legal remedies if any. However, there are separate rules in the Central Jakarta Religious Court such as divorce. The final conclusion of this study is that the settlement of sharia economic disputes at the Central Jakarta Religious Court has been carried out in accordance with positive legal procedures and sharia principles, although there are still some challenges in its implementation.*

## INTRODUCTION

The existence of Muslims in Indonesia requires a legal apparatus that can realize the teachings of Islam in kaffah. The sharia economy from time to time has developed in line with the awareness of Muslims to implement Islamic shari'a in the field of mu'amalat which is believed to bring blessings, welfare and safety in the world until the end. This has been marked since the establishment of Bank Muamalat Indonesia in 1991. It is the first Islamic bank in Indonesia and began operating in 1992. However, in the 90s, the development of Islamic financial institutions in Indonesia was not rapid because there was no legal umbrella to regulate them and there was no institutional support for them from the government (Abdulill Halim, 2022:102-122). In the decade until 1998, the development of Islamic banks experienced a downturn. This is because before the issuance of Law No. 10 of 1998 concerning Banking, there was no legal instrument that supported the operational system of Islamic banks except Law No. 7 of 1992 and Government Regulation No. 72 of 1992. (Siti Musfiqoh, 2011: 1-14).

Although Islamic banking has a legal umbrella with Law Number 10 of 1998 concerning

Banking, the development of Islamic banks is still hampered by the problem of the growth path of Islamic bank offices which is still minimal compared to conventional banks owned by the government which already have branches in various regions. Moreover, Islamic banks must be subject to general banking regulations, namely Bank Indonesia (BI) which is based on conventional banks. This certainly hinders the actualization of sharia as a guideline in the acquisition and use of resources. As the caliph of Allah SWT on earth, man does not make the world the final destination, but functions as a way to provide for the hereafter. Therefore, the ultimate goal of all human activities is to achieve the pleasure of Allah SWT, that is, man will achieve *al-falah* in this world and in the hereafter. (Azharisyah Ibrahim: 2021). So, it's not just about piling up as much material as possible without providing benefits to the crowd.

Worship in the Islamic view is not only fixated on ritual worship, but worship in a broader sense. According to Muhammadiyah, Worship is "Bertaqarrub (getting closer) to Allah by carrying out all His commandments and staying away from all His prohibitions and practicing everything that Allah permits". (Central Executive of Muhammadiyah, *Himpunan Putusan Tarjih Muhammadiyah*, 2014:278-279). Furthermore, Yusuf al-Qardhawi added the definition of worship which quotes the opinion of Ibn Taymiyah that worship is the peak of obedience and submission in which there is an element of sincere and sincere love which has a great urgency in Islam and religion because worship without the element of love is not true worship. (Hairul Hidayah : 2022). Then the worship carried out by every Muslim in the world is divided into two parts, namely:

1. *Khashab* (special) worship is what Allah SWT has determined in detail, level and certain ways. For example, prayer, zakat, fasting, hajj, and others.
2. The worship of *'Ammah* (public) is all the deeds that Allah permits. For example, in matters of mu'amalah (buying and selling, politics, economics and social, culture, education) and other righteous practices. (Lombok: CV. Alfa Press, 2022), h. 45.

Based on the definition above, every Muslim activity in this life has the potential to worship even though he is working, either pursuing a certain profession or as an entrepreneur to provide value in the form of goods or services to others. When a Muslim performs *'ammah* worship, especially mu'amalah in carrying out business transactions and then gets a problem and wants to seek justice, then the religious court is the solution.

As an answer to the developments and problems faced by Islamic banks in Indonesia, there is positive legal support for the implementation of Islamic banking in Indonesia, including:

1. Law No. 3 of 2006 concerning Amendments to Law No. 7 of 1989 concerning Religious Courts (Articles 49 and 50) and finally amended by Law No. 50 of 2009 concerning Religious Courts. The Religious Court has now been authorized to adjudicate sharia economic cases, including sharia banking. (Try Widiyono: 2023)
2. Law No. 21 of 2008 concerning Sharia Banking (Article 45). This Law is the first new milestone in Islamic banking in Indonesia. (Depok: Rajawali Press, 2023), h. 9.

3. Law No. 19 of 2008 concerning Sharia Securities (Pasal 27).
4. Law No. 7 of 1989 as amended by Law No. 3 of 2006 and finally amended by Law No. 50 of 2009 concerning Religious Courts. The Religious Court has currently been authorized to adjudicate cases of sharia economics, including sharia banking. This can be seen in Article 49 of Law No.3 of 2006 which states, "The Religious Court has the duty and authority to examine, decide and resolve cases at the first level of Muslim people in the field of: (1) marriage; (2) heirs; (3) wills; (4) grants; (5) waqf; (6) infak; (7) almsgiving; (8) Sharia economics. (Depok: Rajawali Press, 2023)), h. 9

The explanation of Article 49 of the Sharia Economic Law Number 3 of 2006 is that dispute resolution is not only limited to the field of Islamic banking, but also in other fields of Islamic economics. What is meant by "Between Muslims" is a person or legal entity that voluntarily shows himself to Islamic law regarding matters that are under the authority of the Religious Court in accordance with the provisions of this Article. (Mardani: 2013). What is meant by sharia economics is business acts or activities that are carried out according to sharia principles, including: (a) Sharia banks, (b) Islamic microfinance institutions, (c) Sharia insurance, (d) Sharia reinsurance, (e) Sharia mutual funds, (f) Sharia bonds or sharia medium-term securities, (g) Sharia securities, (h) Sharia financing, (i) Sharia pawnshops, (j) Sharia pension funds, (k) Sharia business. (Jakarta: Sinar Grafika, 2013), h. 19.

Along with the increase in the unit of the sharia economic sector in Indonesia, it opens up opportunities for sharia economic disputes that bring this case to the religious court institution. Director General of the Religious Justice Agency Drs. H. Muchlis, S.H., M.H said that sharia economic dispute cases are increasing every year, this can be seen that the number of sharia economic dispute cases in 2023 amounted to 545 cases, while in 2024 until September 2024 the Religious Court has received 500 sharia economic cases. (Gushairi: 2024) Supreme Court.<https://parangkasbitung.go.id/publikasi-artikel/arsip-berita/805-sengketa-ekonomi-syariah-meningkat-tahun-2024>.

In sharia economic transactions, there are various contracts that can meet the needs of business people whose fault is murabahah. Where, in the murabahah contract, the seller (in this case the bank) must inform the price of the purchased poduk and determine the level of profit in addition. Currently, this product is the most widely used by Islamic banks because it is the easiest to implement compared to other financing products. (Nur Riyanto: 2012). There are many advantages obtained in this murabahah transaction compared to conventional systems, including transparency, a system without usury, price agreements, payment flexibility, use for various purposes, relatively low risk and sharia compliance.

Based on the above legal basis, it is clear that the Religious Court is one of the judicial institutions that has an important role in resolving disputes related to Islamic family law, such as divorce, inheritance, wills, grants, and others. In carrying out its functions, the Religious Court must

ensure that the applicable dispute procedures are effective, efficient, and fair. Fair in the sense of differences in ethnicity, race, culture and the like should not be a reason to discriminate against others. Diversity of language, culture and skin color is one of the signs of the greatness of Allah SWT. As Allah says in the Qur'an:

وَمِنْ آيَاتِهِ خَلْقُ السَّمَوَاتِ وَالْأَرْضِ وَالاخْتِلَافُ اَلْسِنَتِكُمْ وَالْوَاوَانِكُمْ اِنَّ فِيْ ذٰلِكَ لَآيٰتٍ لِّلْعٰلَمِيْنَ (الرّوم: ٢٢)

*Meaning: Among His signs are the creation of the heavens and the earth, the difference in your language and skin color. Indeed, in such are the signs (of Allah's greatness) for those who know. (QS. Ar Rum: 22).*

In practice, there are still often various problems that hinder the effectiveness of dispute procedures in the Religious Court. Some of these problems include:

1. Length of dispute resolution process.

The dispute resolution process in the Religious Court often takes a long time, so it can cause disappointment for the litigants.

2. Lack of transparency.

Lack of transparency in dispute procedures can lead to suspicion and disappointment for litigants.

3. Resource limitations.

Limited resources, both human resources and tool resources, can hinder the effectiveness of dispute procedures.

4. Differences in legal interpretation.

Differences in legal interpretation between judges and litigants can lead to more complex disputes.

Throughout the researcher's observation of sharia economic disputes in the field, the researcher found a case at the Central Jakarta Religious Court that was interesting to be used as an object of research. Capital Boost Pte. LTD., domiciled and headquartered in the Republic of Singapore, filed a lawsuit against PT Dinamika Anugerah Lestari, in Jakarta, formerly located in the South Jakarta Administrative City. Hereinafter referred to as defendant I. PT Dinamika Anugerah in facing a lawsuit at the Religious Court, Central Jakarta granted a special power of attorney to M. Taufik, S.H, TB. Bastari, S.H, and Selamat Giono, S.H. All Indonesian Citizens, Advocate or Legal Advisor at the Law Office of M. Taufik, SH & Partners located in Bogor City, West Java.

Capital Boost Pte. LTD not only sued PT. Dinamika Anugerah, but also sued Sigit Santoso who is domiciled in Central Jakarta City, DKI Jakarta Province. In his position as a guarantor (*Kafii*) with his status as defendant II. In addition, Kapital Boost Pte. LTD also sued Prihadi, whose address is in East Jakarta City, DKI Jakarta Province. In his position as a guarantor (*Kafii*) with the status of defendant III.

Then the parties to this case increased to two, namely the Depok City Land Office which is

located in Depok City, West Java Province., as co-defendant I and the Purworejo Regency Land Office which is located at Jalan Kesatrian Number 1 Purworejo, Central Java Province, its status as co-defendant II. In carrying out the trial at the Central Jakarta Religious Court, the Depok City Land Office, gave power of attorney to Galang Rambu Sukmara, S.H. ET AL at the Central Jakarta Religious Court Clerk. Meanwhile, the Purworejo Regency Land Office gave power of attorney to the Head of the Dispute Control and Handling Section at the Central Jakarta Religious Court Clerk.

The sitting of this case began with the Plaintiff submitting a letter at the Central Jakarta Religious Court Clerk dated May 15, 2024 with case registration Number 634/Pdt.G/2024/PA. JP, put forward the following things:

1. The legal facts show that the plaintiff I, namely Kapital Boost Pte. LTD as the organizer has distributed financing of SGD 91,180.00, intended to purchase a generator, with a margin of SGD 8,570.92 and a selling price (Murabahah Debt) of SGD 99,750.92, to defendant I, namely PT Dinamika Anugerah Lestari with a murabahah contract scheme and maturing on August 1, 2022. Please note that the plaintiff is a financial service provider based on sharia principles that brings together or connects the financier (Financier/Investor) with the financing recipient (Defendant I) in order to carry out a financing contract through an electronic system using an internet network, known as *Sharia* Financial Technology .
2. Defendant I was recorded as having only paid his obligations amounting to SGD 20,313.90 (twenty thousand three hundred thirteen point ninety Singapore dollars). Although in fact Defendant I after going through the collection process many times by the Plaintiff, until the *a quo lawsuit* was registered.
3. Thus, the total Murabahah debt amounting to SGD 99,750.92 (ninety-nine thousand seven hundred and fifty point ninety-two Singapore dollars) is deducted from the total paid of SGD 20,313.90 so that the remaining Murabahah debt to be paid by Defendant I is still SGD 79,437.02. This is where it happened that Defendant I had committed an act of breach of promise/default against the Murabahah Agreement No. 002/PTDAL/MBH-II-2022/KB dated February 17, 2022.
4. Based on the Bank Indonesia Transaction Exchange Rate on May 13, 2024, the central exchange rate of the rupiah against the Singapore dollar is Rp11,855.66, so the liability of Defendant I is SGD79,437.02.
5. Defendant I must pay a late fine (*gharamah*) of Rp. 595,000 every day calculated from August 2, 2022.

One of the weaknesses of dispute resolution through litigation is that the judge's decision results in a win-lose agreement and causes disappointment or does not meet the sense of justice between the parties to the dispute. It is the same with the decision of the Jakarta Religious Court which adjudicated the litigants, namely between Kapital Boost PTE. LTD., with PT. The dynamics of Anugerah Lestari which has caused a sense of disappointment or lack of a sense of justice between

the parties to the dispute because the judge rejected the Exclusions of Defendant I, Defendant II, and Defendant III, especially in the decision to punish Defendant I to pay off all remaining Murabahah debts that must be paid by Defendant I to Plaintiff in the amount of SGD79,437.02. Even though the attorneys of Defendant I, Defendant II and Defendant III responded that Defendant I, Defendant II and Defendant III firmly rejected the Plaintiff's lawsuit that Defendant I did not have good faith, because Defendant I had made a payment by way of transfer to the Plaintiff through account No. 4444114436 owned by PT. Harta Berkah Global, appointed by Kapital Boost, PTE.LTD. Defendant I made a payment with a total of Rp. 253. 993.111, from 17-02-2022 to 30-04-2024. Based on one of the responses from defendant I above, it shows that there is a difference in legal interpretation between the judge and the litigants so that it can cause dissatisfaction in fulfilling the feelings, especially for defendant I.

Then the next judge's decision that violated the procedure was to declare valid and binding the Murabahah Agreement No. 002/PTDAL/MBH-II-2022/KB dated February 17, 2022 between Kapital Boost Pte, Ltd. (the Plaintiff) and PT Dinamika Anugerah Lestari (Defendant I). The South Jakarta Religious Court should have ratified the contract because the parties agreed to choose the legal domicile at the South Jakarta Religious Court in accordance with the domicile of Defendant I.

Based on the problems that have been successfully disclosed above, the researcher found that there was a procedural error that caused the judge to ignore the legal facts of the litigants in the trial such as adjudicating this murabahah case at the Central Jakarta Religious Court, this case should have been held at the South Jakarta Religious Court, because Defendant I was domiciled in South Jakarta. Meanwhile, the definition of procedure according to Narko is a series of routine points that are followed in carrying out a functional and operational authority. (Narko: 2007). This means that the Central Jakarta Religious Court adjudicated this case beyond the limits of the authority of other Religious Courts. Thus, the researcher found three procedural errors of judges in handling this problem, namely (1) exceeding the limits of the authority of the Religious Court, (2) ignoring legal facts, (3) adjudicating non-Muslim religious cases.

## METHODS

The researcher chose the typology in this research, namely normative law and the approaches that can be used are the legal approach, the conceptual approach, the case approach, the historical approach, and the comparative approach. (Nur Solikin<sup>1</sup> 2019). In more detail, Peter Mahmud Marzuki, explained that normative legal research is a process to find a rule of law, legal principles, and legal doctrines to answer the legal issues at hand. (Pasuruan: CV. Publisher Qiara Media, 2019), p. 109. The approach used by the *Case Approach* is that the researcher analyzes relevant court decisions, to see how legal norms are applied in practice and how judges consider and decide sharia economic dispute cases.

This research was carried out at the Central Jakarta Religious Court, on Jl. Rawasari Selatan,

No.51 15, RT.14/RW.9, Kel. Rawasari, Kec. The Research Period will be held from February to July 2025.

## RESULTS AND DISCUSSION

### 1. Sharia Economic Concept

#### Definition and Scope of Sharia Economics

There are several definitions of Islamic economics that are explained by several experts, including:

- a) According to Kursyid Ahmad, who explained that Islamic economics is a systematic effort to solve economic problems and the behavior of individuals and groups relationally in an Islamic perspective.
- b) According to Muhammad Nejatullah Ash-Shidiq, who explained that the efforts and responses of Muslim scholars in dealing with economic problems are supported by the Quran, sunnah, intellect (ijtihad) and experience.
- c) According to M. Umer Chapra, who explained that the allocation and distribution of scarce resources is based on Islamic rules, by not providing full individual freedom, environmental imbalance and without a sustainable role of the state in supporting the achievement of happiness in life
- d) According to Muhammad Abdul Manan, who explained Islamic economics as a social science inspired by sharia values in solving the economic problems of the community. (Irwan Misbach: 2020)

### 2. Basic Principles of Sharia Economics

According to Abdul Manan (1993), as quoted by Zulkifli Ruzbi, the foundation of Islamic economics is based on three basic concepts, namely faith in Allah (tauhid), Leadership (khilafah) and justice (*'adalah*). (Zulkifli Ruzbi: 2017).

#### a. Tauhid

Tawheed is an important and fundamental concept, because the first concept is the basis for the implementation of all activities both related to ubudiyah worship or mahdah worship (related to prayer, fasting, dhikr, recitation of the Qur'an, etc.), mu'amalah (including the economy), muasyarah to akhlaq. (New Week: FAI UIR Education Center, 2017)., h.3.

#### b. Justice

The principle of justice is an important point in Islamic teachings which is a psychological need for every human being and society. So it is not an exaggeration to claim that one of Islam's greatest contributions to mankind is the principle of justice and its implementation in every aspect of life. (Rozalinda: 2017). The application of the principle of justice in all economic activities can be seen in the fields of production, consumption, distribution of wealth and circulation. (Depok: Raja Garfindo, 2017), h.21. Therefore, its application in the

field requires political support from the government which is manifested in various regulations regulating and protecting all parties.

c. Prohibition riba

Riba is an additional or profit obtained in financial transactions without the exchange of equivalent goods or services. In the context of sharia economics, usury is legal because it is considered a source of economic injustice and exploitation. There are two main forms of riba:

- 1) Riba *al-qard*, which is an addition to the money loan, usually in the form of interest.
- 2) Riba *al-bai'* i.e. Additional price in buying and selling if payment is delayed.

d. Gharar

According to the Fatwa DSN-MUI No.80/DSNMUI/III/2011, gharar is uncertainty in a contract, both regarding the quality or quantity of the object of the contract and regarding its delivery. So, this type of transaction must be avoided so as to fall into sinful deeds. (Ina Nur Inaya, 2020, 96).

e. Maisir

Maisir, that is, any activity that involves gambling where the winning party will take the bet. (Ina Nur Inayah, 2020, 96). This principle will endanger economic life, so its prohibition or haram must be strictly guarded constitutionally so as not to cause an economic shock crisis in the community.

### 3. Sharia Economic Law

The sources of sharia economic law are the Qur'an and Hadith, Ijma', Qiyas, and fatwa of DSN-MUI which can determine a halal, haram, sunnah, mubah and makruh economic activity. For example, the command on how to find rizqi in a halal way, as the Word of Allah SWT in Surah Ashu'ara verse 183:

وَلَا تَبْخَسُوا النَّاسَ أَشْيَاءَهُمْ وَلَا تَعْنُوا فِي الْأَرْضِ مُفْسِدِينَ (الشعراء: ١٨٣)

Meaning: *Do not harm people by reducing their rights and do not cause damage to the earth.* (QS. Asy Syu'ara: 183)

The Prophet SAW said:

إِنَّ رُوحَ الْقُدُسِ نَفَثَ فِي رُوعِي أَنَّ نَفْسًا لَنْ تَمُوتَ حَتَّى تَسْتَكْمِلَ رِزْقَهَا فَاتَّقُوا اللَّهَ وَأَجْمِلُوا فِي الطَّلَبِ  
(رواه الحاكم والبيهقي وأورده القضاعي في مسند الشهاب بلفظه)

It means: "Indeed, *Gabriel conveyed a revelation to my heart that a person will not die so as to perfect his*



*sustenance, so fear Allah and seek sustenance in a good way*" (HR al-Hakim, al-Baihaqi, and mentioned by al-Qudha'i in Musnad asy Shihab with his words).

In addition, the source of the law is sourced from several jurisprudence books and existing laws and regulations. According to Law No. 7 of 1989 which was revised into Law No. 3 of 2006 concerning Religious Courts, it is explained that "sharia economics is an act and or business activity that is carried out according to sharia principles". The business activities in question are: Islamic banks, Islamic microfinance institutions, Islamic insurance, Islamic mutual funds, Islamic bonds, Islamic futures securities, Islamic securities, Islamic financing, Islamic pawnshops, Islamic financial institution pension funds and Islamic business. (Irwan Misbach: 2020)

#### 4. Types of Sharia Economic Transactions

##### a. Mudharabah

Based on the opinion of linguists, mudharabah or qiradh is taken from the word (القراض) Meaning القطع (piece), because the owner gives a deduction from his property to be given to the ruler to cultivate the property, and the entrepreneur will give a deduction from the profit obtained. (Hasan: 2018). Meanwhile, the definition of mudharabah according to the term, is "who has property (capital) handing over capital to entrepreneurs to trade with the capital, with profits divided between the two based on agreed terms."

##### b. Syirkah

In language, *al-shirkah* means *al-Ikhtilat* means: "the mixing or communion of more than two halatau, to the point that it is difficult to distinguish between each of them. Such as a federation of property rights or a trade union". (Mas'adi: 2002). While the definition in terms according to Hasbi ash-Shidieqie, shirkah is "an agreement that occurs between two or more people for the purpose of ta'awun in working on a business and dividing its profits". (Sayyid Sabiq: 2006). Thus, a shirkah contract can be understood as a cooperation agreement of one or more people in the aspect of capital in order to achieve a common goal, namely seeking profit.

##### c. Murabahah

Linguistically, murabahah means mutual benefit. Meanwhile, terminologically, Murabahah is interpreted as buying and selling goods at the original price with additional agreed profits. In this context, the seller must tell the price of the product he purchased and determine the profit level in addition to it. (Syafii Antoni: 2001) Referring to the definition of murabahah above, some aspects that must be present in the transaction are (a) The existence of a seller and a buyer, (b) The goods sold must exist/be there, (c) Payment for the goods sold is made in installments or paid at the end of time according to mutual agreement, (d) There is a mutually agreed price, (e) There is a profit obtained by the seller and is known transparently by the buyer. (Ahmaddiono: 2021).

d. Muzara'ah

In language, *Al-Muzara'ah* has two meanings, the first is *Tharb Al-Zur'ah* (throwing plants), which means AlHadzar (capital). The first meaning is the meaning of majas and the second meaning is the essential meaning. (Saleh Al Fauzan: 2005). According to the opinion of Al-Shafi'i Muzara'ah is that a worker rents land with what is produced from the land. (Sulaiman Rasyid: 1994).

## Sharia Economic Disputes

### 1. Definition of Sharia Economic Disputes

In the compilation of sharia economics is a business or activity carried out by individuals, groups of people, business entities that are legal or unincorporated in order to meet commercial and non-commercial needs according to sharia economic principles. The term sharia economics is actually only known in Indonesia, while in other countries it is commonly referred to as Islamic economics. (Ahmad Mujahidin: 2018). Thus, a sharia economic dispute is a dispute that occurs between two or more parties who are bound by a sharia economic contract. The dispute can be in the form of a dispute between financial institutions and sharia financing institutions and their customers, such as the Bank and the customer; disputes between fellow financial institutions and sharia financing institutions, such as between a sharia bank and another sharia bank and disputes between people who are Muslims, which in the agreement contract explicitly states that the business acts/activities carried out are based on sharia principles. (Khusniati Rofiah: 2022). In addition, sharia economic disputes can also be in the form of Bankruptcy Declaration Applications (PPP) cases and can also be in the form of Suspension of Debt Payment Obligations (PKPU) in the field of sharia economics, in addition to bankruptcy derivatives cases (impure cases as bankruptcy cases). (Eric Hariyanto 2014: 42).

### 2. Some Factors Causing Disputes

In general, the causes of sharia economic disputes include:

a. **Wanprestasi (cidera janji).**

If the claim is based on default, then first the defendant and the plaintiff are bound by an agreement. Among the examples of default in sharia economic contracts are as follows:

- 1) The Customer does not carry out the payment/repayment obligations (rental price, purchase price, and profit sharing) on time agreed in accordance with the due date or installment schedule that has been agreed upon in the contract between the customer and the bank.
- 2) Documents or information that is entered/told to be included in the document submitted by the customer to the bank, turns out to be false, invalid, or incorrect. (Khusniati Rofia: 2022, 21).

b. **Unlawful Acts (*Onrechtmatig Daad*)**

Claims based on Unlawful Acts do not need to be preceded by an agreement between the plaintiff and the defendant, so that the claim for damages can be made by each aggrieved party, even though there has never been an agreement relationship between the plaintiff and the defendant.

**c. Force majeure**

What is meant by Force majeure is a situation in which the debtor is unable to fulfill or carry out his achievements due to a circumstance beyond human ability. Disputes arising due to Force Majeure are usually about disputes over whether an event is recognized as Force Majeure or not by the other party, and usually the conditions for a situation to be recognized as Force Majeure are stated in the contract. (Khusniati Rofiah: 2022, 22)

## **Mekanisme Penyelesaian Sengketa Ekonomi Syariah**

### **1. Dispute Resolution Methods**

#### **a. Out-of-Court Settlement (Non-Litigation)**

##### **(a) Peace (Al Sulh)**

Settlement through peace is strongly encouraged in the Islamic tradition. Al Sulh is an agreement or agreement to end disputes peacefully between two parties. This peace can be done without involving a third party, or through mediation by a neutral party who has a mediator certificate in accordance with the provisions of the Supreme Court.

##### **(b) Alternatif Penyelesaian Sengketa (ADR)**

The non-litigation settlement of sharia economic disputes can be resolved through Alternative Dispute Resolution (APS) or known as *Alternative Dispute Resolution* (ADR), settlement through Sharia Arbitration, and through Consumer Institutions. (Ummi Azma, 2017: 87-100).

##### **(c) Arbitrase (Tahkim)**

Arbitration is the appointment of a third party (hakam) to decide a dispute. In the practice of sharia economics in Indonesia, arbitration can be carried out through BASYARNAS for sharia disputes and BANI for general business disputes.

#### **b. Penyelesaian Melalui Pengadilan (Litigasi)**

##### **(a) Kewenangan Pengadilan Agama**

After the Constitutional Court's decision No. 93/PUU-X/2012, the settlement of sharia economic cases through litigation became the absolute authority of the Religious Court. Litigation Procedure

The dispute resolution process at the Religious Court begins with the filing of a lawsuit, case examination, mandatory mediation under the supervision of a judge, and the reading

of the decision. If mediation fails, the process continues to the trial until there is a final verdict.

**(b) Perkara yang dapat diajukan**

Along with the development of economic activities based on sharia economics and the emergence of many problems that it causes, the Supreme Court Regulation (PERMA) Number 14 of 2016 concerning Procedures for Resolving Sharia Economic Disputes was issued. In sharia economic dispute cases, which can be filed include:

1. People include individuals or individual businesses. If the person who must be considered is his or her identity, while if it is an individual business, the relevant documents must be considered..
2. Legal entities include limited liability companies, cooperatives, foundations, State-Owned or Regional Enterprises, political parties, mass organizations, and others.
3. Not a legal entity like the firm, Commanditaire Vennootschapp (CV). In this category, the provisions and mechanisms of individual or private businesses. Therefore, what needs to be considered are the documents and the composition of the management. (Amran Suadi: 2017).

## **2. Sharia Economic Dispute Resolution Procedures**

There are two ways to resolve sharia economic disputes through litigation in the Religious Court, namely:

a. Sharia Economic Dispute Resolution with Simple Events.

In PERMA Number 14 of 2016 concerning Procedures for Settlement of Sharia Economic Cases, Chapter III regulates the Procedures for Examining Cases with Simple Events.

The stages of settlement of a simple lawsuit include (a) Registration, (b) Examination of the completeness of the simple lawsuit, (c) Determination of the judge and appointment of a substitute clerk, (d) Preliminary examination, (e) Determination of the date of the trial and summoning of the parties, (f) Examination of the trial and peace, (g) Evidence, (h) Decision.

b. Sharia Economic Dispute Resolution with Ordinary Events

PERMA Number 14 of 2016 concerning Procedures for Settlement of Sharia Economic Disputes regulates two things, each of which has a clear legal basis. For simple lawsuits, it is guided by PERMA Number 2 of 2015, while for ordinary lawsuits, it is guided by the applicable civil procedure law except for those that have been specifically regulated in this PERMA, and simple lawsuit rules cannot be applied to resolve sharia economic disputes in lawsuits with ordinary events. (Umami Azma, 2017: 87-100)

## **3. Types of Sharia Economic Disputes**

There are several types of sharia economic disputes, including:

a. Disputes due to breach of promise (default)

According to Article 1313 of the Civil Code, what is meant by an agreement is: "An

agreement is an act in which one or more people bind themselves to one or more other people.

The types of defaults can be in the form of:

- (a) Not doing what was promised.

This means that the debtor does not fulfill his obligations at all.

- (b) Performing imperfectly.

The debtor fulfills its obligations, but does not conform to the agreed standards or quality.

- (c) Performing on time

This means that the debtor fulfills his obligations, but late or beyond the stipulated time.

- (d) Do the prohibited.

The debtor commits an act contrary to the agreed agreement.

- b. Disputes due to unlawful acts

According to article 1365 of the Civil Code which reads "every unlawful act, which brings harm to another person, obliges the person who, by mistake, publishes the loss, to compensate for the loss". There are three types of unlawful acts, including acts due to intentionality, acts without intentional or negligence and acts due to negligence. (Erny Kencanawati: 2021)

In the legal context, unlawful acts (PMH) can be divided into several types, including:

- (a) Deliberate unlawful acts (Article 1365 of the Civil Code).

It is an act that is done intentionally and causes harm to others.

- (b) Unlawful acts without fault (Article 1366 of the Civil Code):

That is, actions that cause losses without any element of intentionality or negligence on the part of the perpetrator.

- 1. Unlawful acts due to negligence (Article 1367 of the Civil Code).

Unlawful type This is an act that causes losses due to negligence on the part of the perpetrator.

## **Dispute Resolution Procedures in Religious Courts**

The procedure for resolving sharia economic disputes in the Religious Court goes through several stages, including simple lawsuits, mediation, trials, and judges' decisions. Cases that often occur when judges make peace or mediation efforts fail. Then if the mediation effort fails, it will be continued with a trial at the Religious Court. There are several stages of Sharia Economic Dispute Resolution in Religious Courts:

### **1. Case Registration**

The plaintiff or applicant registers a lawsuit or application to the Religious Court, whether in divorce cases, joint property, heirs, sharia economics, etc.. (Tim IT PA Palu, 2024), Case

## **2. Pemanggilan Para Pihak**

After the case is registered, the Religious Court sends summonses to the parties (plaintiff/applicant and defendant/respondent) to attend the trial. (Tim IT PA Singkawang, 2024). <https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara>

## **3. First Phase of Trials: Peace and Mediation Efforts**

- a. At the first hearing, the judge is obliged to try to reconcile the two parties.
- b. If peace is not achieved, it will be followed by mediation in accordance with the Supreme Court Regulation (Perma) Number 1 of 2008. (PA Palu IT Team, 2024), Case Settlement Process. <https://pa-talu.go.id/proses-penyelesaian-perkara/>

## **4. Examination of the Subject**

1. If mediation fails, the trial continues with the following stages:
  - a. Reading of the lawsuit or application by the plaintiff/applicant.
  - b. Answer from the defendant/respondent.
  - c. Replica (the plaintiff's response to the defendant's answer).
  - d. Duplik (the defendant's response to the replica).
  - e. Proof by both parties (submitting proof of letters, witnesses, etc.).
  - f. Conclusions from each party. (Singkawang PA IT Team, 2024). <https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara>
2. First-Degree Case Settlement Process.

After the case is registered, the Applicant or Plaintiff and the Respondent or Defendant and the Respondent or Co-Defendant wait for the Summons to attend the trial. (Singkawang PA IT Team, 2024). <https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara>.
3. Stages of the Conference
  - a. Peace efforts
  - b. Reading of the application or lawsuit
  - c. Respondent's or Defendant's Answer
  - d. Replic of the Applicant or Plaintiff
  - e. Duplic Respondent or Defendant
  - f. Proof (Applicant/ Plaintiff and Respondent/Defendant)
  - g. Conclusion of the Applicant/ Plaintiff and the Respondent/ Defendant)
  - h. Assembly Deliberation
  - i. Reading of the Decision. (Singkawang PA IT Team, 2024). <https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara>

## **5. Deliberations of the Panel of Judges**

The panel of judges conducted deliberations to make a decision based on the facts and evidence

revealed at the trial. (Singkawang PA IT Team, 2024). <https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara><sup>1</sup>

## 6. Reading of the Verdict

- a. The judge reads the verdict or determination in a trial open to the public
- b. If the losing party is not satisfied, it can file legal remedies such as appeal, cassation, or review (PK) according to the provisions of procedural law. (Singkawang PA IT Team, 2024).<https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara>

## 7. Implementation of the Decision

1. Once the judgment has permanent legal force, the parties can request a copy of the judgment.
  - a. For divorce cases, the Religious Court issues a divorce deed.
  - b. If the losing party does not carry out the decision voluntarily (e.g. the submission of the object of dispute), the winning party can apply for execution to the Religious Court. (Singkawang PA IT Team, 2024). <https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara>

## Exclusion of Defendant I, Defendant II and Defendant III

Based on the lawsuit, the Attorneys for Defendant I, Defendant II and Defendant III submitted their written answers electronically as follows:

- a. The defendants stated that the Central Jakarta Religious Court did not have the authority to examine and adjudicate this case because the lawsuit filed by the Plaintiff was not at the Legal Domicile of the Central Jakarta Religious Court but that Defendant I was domiciled or located in the South Jakarta area.
- b. Plaintiff's Lawsuit Is Mismatched (*Error In Persona*)
- c. Exception to the Plaintiff's Lawsuit of Less Parties (*Plurium Litis Consortium*)
- d. Plaintiff's Lawsuit Vague/Unclear (*Obscur Liber*)
  1. When drafting a lawsuit, the basic thing that needs to be considered is in stringing up the *fudamentum petendi* so that the lawsuit can be detailed clearly and comprehensively so that it does not result in the lawsuit being vague (*obscur libel*);
  2. In assembling the posita, it is necessary to put the elements in the *fudamentum peteni*, while the elements in the *fudamentum petendi* are:
    - a. Legal Basis (*Rechtelijke Grond*); and
    - b. Basic Facts (*Feitelijke Grond*).

## Procedure for Case Settlement Hearings at the Central Jakarta Religious Court

The Central Jakarta Religious Court provides an overview of the procedures taken by

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<sup>1</sup>*Ibid.*

Religious Court judges in examining and deciding cases of default or breach of promise, referring to the applicable civil procedure law in Indonesia, including for cases such as Number 634/Pdt.G/2024/PA. JP. Every person or legal entity who litigates at the Central Jakarta Religious Court in general through the procedures that have been determined by the Central Jakarta Religious Court. This means that the procedures below are general and do not refer specifically to the details or final results of case Number 634/Pdt.G/2024/PA. JP because each case has unique facts and trial dynamics.

Stages of Settlement of Default Cases, namely: (1) Case Registration by the Plaintiff, (2) Examination of Files and Determination of the Panel of Judges, (3) Summoning of the Parties (Plaintiff and Defendant), (4) First Hearing and Peace Efforts (Mediation), (5) Reading of the Lawsuit, (6) Defendant's Answer (Exception and Subject Matter), (7) Plaintiff's Replica, (8) Defendant's Duplicate, (9) Proof, (10), Conclusion of the Parties, (11) Reading of the Decision (12) Legal Remedies (if any)):

- 1) Parties who are not satisfied with the decision of the Religious Court can file an appeal to the High Court of Religion, and subsequently an appeal to the Supreme Court, in accordance with the provisions of the law.
- 2) This procedure is a general framework. The details of each stage may vary depending on the complexity of the case and the dynamics of the trial. The judge will lead the trial and ensure that all parties get a fair opportunity to present their arguments and evidence.

## **Judge's Considerations in the Decision No. 634/PDT.G/2024/PA.JP**

### **1. Purpose and Purpose of the Lawsuit**

- a. The existence of guarantees and certainty of the payment and repayment of the Murabahah Debt of the DEFENDANT I, and so that this lawsuit is not in vain and empty (*illusoir*), it is necessary to place a security confiscation first (provision) on the property of the DEFENDANT II .
- b. The liability of DEFENDANT I amounted to SGD79,437.02 (seventy-nine thousand four hundred and thirty-seven point zero two Singapore dollars) when calculated with the Bank Indonesia Transaction Exchange Rate on May 13, 2024, the value of the middle exchange rate of the rupiah against the Singapore dollar was Rp11,855.66 (eleven thousand eight hundred and fifty-five point sixty-six rupiah) worth Rp941,778,300, 53 (nine hundred and forty-one million seven hundred and seventy-eight thousand three hundred and fifty-three rupees) and the obligation is in no way a guarantee of a fixed asset controlled by the Plaintiff for sale in public (auction)).
- c. In fact, a plot of land and/or building with Title Certificate Number 05019/Sukamaju in the name of Sigit Santoso, and Title Certificate Number 00033/Sukamakmur, was recorded an. Hery Priswanto, Ir. Bambang Puji Raharjo, Agus Sunar Wibowo and Sigit Santoso, until now



the original certificate is still in the possession of Defendant II. So that the two objects of the case have the potential to be transferred to other parties while the *a quo* lawsuit process is still ongoing.

- d. In order to ensure the boundaries and existence of the object of a building on a plot of land and/or a building Certificate of Property Rights Number 05019/Sukamaju in the name of Sigit Santoso (Defendant II), and Certificate of Property Rights Number 00033/Sukamakmur, it is recorded an. Hery Priswanto, Ir. Bambang Puji Raharjo, Agus Sunar Wibowo and Sigit Santoso (Defendant II), can be executed by auction and the results are to close the obligations of Defendant I, so a certainty is needed with a preliminary action, namely placing a seizure of a piece of land and/or building Certificate of Property Number 05019/Sukamaju in the name of Sigit Santoso (Defendant II), and Certificate of Title Number 00033/Sukamakmur, recorded an. Hery Priswanto, Ir. Bambang Puji Raharjo, Agus Sunar Wibowo and Sigit Santoso (Defendant II).

### **Interlocutory Decision of the Central Jakarta Religious Court Judge**

The Central Jakarta Religious Court in handling this case has taken an interlocutory decision, which is a decision taken by the judge before the final verdict in a case, aiming to smooth the trial process. This decision does not touch on the subject of the case, but is temporary and regulates matters related to the trial process. Before issuing the interlocutory ruling, the Central Jakarta Religious Court had examined and adjudicated religious civil cases in the first instance, in an electronic hearing the Panel of Judges had handed down an interlocutory ruling in the Sharia Economics case between Kapital Boost PTE. LTD., which is domiciled in Singapore and PT Dinamika Anugerah Lestari domiciled in South Jakarta. Meanwhile, Defendant I, Defendant II, and Defendant III gave special power of attorney to M. Taufik, S.H, TB. Bastari, S.H, Selamat Giono, S.H, all Indonesian Citizens.

Based on the reading of the articles of the applicable laws and regulations and the legal postulates related to this case, finally the Panel of Judges of the Central Jakarta Religious Court on Monday, September 30, 2024 AD, coincided with the 26th of Rabiul Awal 1446 Hijri by Dr. Hj. Musidah, decided as follows:

1. Rejecting the exclusion of Defendant I, Defendant II, and Defendant III regarding relative authority.
2. Declaring that the Central Jakarta Religious Court has the authority to examine and adjudicate cases *a quo*;
3. Ordering the litigants to continue the trial;
4. Postponing the determination of case fees.

### **Application for Appeal**

The Defendants took the appeal step after being dissatisfied with the Interlocutory Decision of the Central Jakarta Religious Court appealed to the Court above them, namely the High Court of Religion. The results are as follows:

1. Declaring the Appellants' appeal admissible.
2. Canceling the decision of the Central Jakarta Religious Court Number 634/Pdt.G/2024/PA. JP, November 25, 2024 AD, coincides with the 23rd of Jumadil Awal 1446 Hijri.
  - By Judging Yourself In Exception  
Rejecting the Defendants' Exclusions I, II and III;
  - In Provision  
Rejecting the Plaintiff's Provision Lawsuit;
  - In the Tree of Things:
    - 1) Granting the Plaintiff's claim in part.
    - 2) Declaring valid and binding the Murabahah Agreement Number 002/PTDAL/MBH-II-2022/KB, dated February 17, 2022 between Kapital Boost Pte, Ltd. and PT. Dynamics of Sustainable Awards.
    - 3) Declare valid and binding the Deed of Individual Guarantee Number 002.DPG-II-2022. PTDAL, dated February 17, 2022 by Sigit Santoso (Defendant II), and Prihadi (Defendant III) as guarantors.
    - 4) Declaring that Defendant I has committed an act of breach of promise/default against the Murabahah Agreement Number 002/PTDAL/MBH- II-2022/KB, dated February 17, 2022.
    - 5) Stipulate the remaining Murabahah debt of Defendant I against the Plaintiff in all in the amount of Rp.687,785,189.53 (six hundred and eighty-seven million seven hundred and eighty-five thousand one hundred and eighty-nine rupiah point five three).
    - 6) Punishing Defendant I and the Guarantor (Kafil), namely Defendant II and Defendant III, to pay to the Plaintiff the remaining murabahah debt in full amount as mentioned in number 5 above, if payment cannot be made in cash, it will be replaced by an auction sale of the property belonging to Defendant I and/or the property belonging to the Guarantor (Kafil).
    - 7) Declaring that it rejects the Plaintiff's lawsuit on petitum numbers 7, 11, and 12.
    - 8) Declare the Plaintiff's claim in the petitum other than and the rest unacceptable (niet ontvanklijke verklaard).
      1. Punishing the Defendants jointly and severally to pay the costs of the case in the first degree in the amount of Rp.730,000.00 (seven hundred and thirty thousand rupiah).
3. Punish the Appellants jointly and severally to pay the costs of the case in the appeal level in the amount of Rp150,000.00 (one hundred and fifty thousand rupiahs)).

### **The Judge's Answer to the Defendant's Exclusion**

Regarding the research questions in the formulation of the problem, the author had the opportunity to interview the Chairman of the Panel of Judges in this case, namely Dr. Hj. Musidah, S.Ag., M.H. The results of the interview can be described as follows:

1. The procedure for the settlement procedure of the Central Jakarta Religious Court judge in deciding whether to fail to perform or break his promise in case Number 634/Pdt.G/2024/PA. JP has followed the procedures that have been established starting from registration, file examination and determination of the panel of judges, summoning the parties (Plaintiff and Defendant), first stage trial (peace and mediation efforts), reading of the lawsuit, defendant's answer, replica of the defendant, duplicate of the defendant, evidence, conclusion of the parties, judge's deliberation, reading of the verdict to legal remedies (if any). In principle, the trial procedure at the Central Jakarta Religious Court is the same as other courts in Indonesia, except for those that are separately regulated in the Religious Court such as divorce.
2. In the payment of the Defendant's debt of Rp. 253. 993,111 (Two Hundred Fifty-Three Million Nine Hundred Ninety Three One Hundred Eleven), from 17-02-2022 to 30-04-2024 has been deducted from the total remaining murabahah debt of defendant I in the amount of SDG 79,437.02.
3. The basis for the consideration of the Central Jakarta Religious Court Judge in deciding the case that declares the validity and value of Defendant II's non-Muslim property as a guarantee of the payment of obligations from Defendant I is the principle of personality. In this case, related to the personal principles of Islam in the case of sharia economics, religion is no longer considered. If a person has a contract or a sharia contract, it is considered to have submitted to the laws of sharia economics, regardless of religion.
4. Regarding the implementation of the trial of this case held at the Central Jakarta Religious Court, the judge explained that there had been an interlocutory verdict on this matter. In September 2024 regarding the exception of the authority to adjudicate that the authority to adjudicate between the defendant's sheet was considered, there were two contracts, namely the contract on ijarah and murabahah. Their ijarah contract if there is a dispute, it will be resolved in South Jakarta, but now what is being sued is not that case, the murabahah contract is being sued. In the murabahah contract, it is stated that if there is a dispute, it will be resolved in the Jakarta Court, not mentioning which Jakarta is it? Well, so according to the judge in this case Jakarta cannot be determined, so it is free to choose which Religious Court will try it.

### **CONCLUSION**

Based on the description and results of research on the efforts of sharia economic dispute resolution procedures at the Central Jakarta Religious Court, with Decision No.

634/Pdt.G/2024/PA. JP, the author can draw the following conclusions:

1. The Central Jakarta Religious Court has absolute authority in resolving sharia economic disputes, as stipulated in Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts and reaffirmed in Article 55 paragraph (1) of Law Number 21 of 2008 concerning Sharia Banking. The settlement of the case also refers to the Compilation of Sharia Economic Law (KHES) and the regulations of the Supreme Court related to procedural procedures.
2. The settlement of sharia economic disputes at the Central Jakarta Religious Court is carried out through two main channels, namely:
  - a. Ordinary event procedure (full litigation)
  - b. The procedure of the event is simple, in accordance with certain conditions, such as the domicile of the parties in the same city and the nominal of the dispute does not exceed the limit specified by the regulations.
3. In every trial process, the panel of judges always seeks peace through mediation, in accordance with the provisions of Article 130 of the HIR and the Supreme Court Regulation on mediation. However, in the case of Decision No. 634/Pdt.G/2024/PA. JP, mediation efforts were unsuccessful so the case continued to the examination and verdict stage.
4. There are several obstacles that often arise in resolving sharia economic disputes at the Central Jakarta Religious Court, including:
  - a. Ineffectiveness of summoning the parties to the dispute.
  - b. Legal uncertainty in the execution of the right of dependency.
  - c. Weak rules related to execution in sharia economic cases.
5. The Central Jakarta Religious Court has made several efforts, such as providing advice to the parties to always be ready if summoned, making forced efforts in execution if necessary, and encouraging the formulation of special rules related to the execution of dependents that are more in accordance with sharia principles.
6. Decision No. 634/Pdt.G/2024/PA. JP showed that the dispute resolution process had gone through complete procedural stages, ranging from peaceful efforts to the examination of the subject matter. In this case, the court has also taken into account the value of the debt based on the sharia contract and the payment or execution mechanism if it cannot be paid in cash.
7. The entire settlement process, from mediation to verdict, still refers to the applicable sharia principles and civil procedure law, in order to ensure justice and legal certainty for the parties to the dispute.
8. The final conclusion is that the settlement of sharia economic disputes at the Central Jakarta Religious Court has been carried out in accordance with positive legal procedures and sharia principles, although there are still some challenges in its implementation. Mediation and peace efforts are always prioritized, but if they are not achieved, the litigation process becomes the final

solution while still paying attention to the principles of justice, legal certainty, and the benefit of the parties.

## REFERENCES

- Amriani, Nurnaningsih, (2012). *Mediasi: Aternatif Penyelesaian Sengketa di Pengadilan*, Jakarta: PT. Raja Grafindo Persada.
- A Rasyid, Roihan, (2005). *Hukum Acara Peradilan Agama*, Jakarta: PT Raja Grafindo Persada, Cet. Ke- 11
- Ahmaddiono, (2021), *Manajemen Pembiayaan Bank Syariah*, Jember, IAIN Jember Press.
- Azma, Umami, (2017) *Penyelesaian Sengketa Ekonomi Syariah Di Pengadilan Agama Bekasi*, Nurani, VOL. 17, NO. 2, Desember 2017: 87 – 100.
- Al-Fauzan, Saleh, (2005), *Fiqh Sehari-hari*, Jakarta, Gema Insani.
- A. Mas'adi, Gufron, (2002), *Fiqh Muamalah Kontekstual*, Ed 1, Jakarta: PT. Raja Grafindo Persada.
- Baridwan, Zaki, (2009). *Sistem Akuntansi Penyusunan Prosedur dan Metode*, Yogyakarta: BPFE, Edisi 5
- Basir, Cik (2010). *Beberapa Hal Penting Yang Harus Dipahami Dalam Penyelesaian Sengketa Ekonomi Syariah*, Jurnal Mimbar Hukum dan Peradilan, Edisi Nomor 72
- Boboy, Tarochi, Juwita, Budi Santoso dan Irawati, (2020). *Penyelesaian Sengketa Pertanahan Melalui Mediasi Berdasarkan Teori Dean G.Pruitt Dan Jeffrey Z.Rubin*, Jurnal Notarius, Volume 13 Nomor 2
- Chomzah, Ali Achmad, (2003), *Seri Hukum Pertanahan III Penyelesaian Sengketa Hak Atas Tanah dan Seri Hukum Pertanahan IV Pengadaan Tanah Instansi Pemerintah*, Prestasi Pustaka, Jakarta.
- Dean G, Pruitt. & Z. Rubin, (2004) *Teori Konflik Sosial*, Yogyakarta, Pustaka Pelajar.
- Dermina. Dalimunthe, (2017), *Akibat Hukum Wanprestasi Dalam Perspektif Kitab Undangundang Hukum Perdata (Bw)*. Jurnal Al-Maqasid. Volume 3. Issue 1 (Januari) 2017.
- Ghony, M. Djunaidi dan Fauzan Almmanshur, (2016) *Metode Penelitian Kualitatif*, Yogyakarta: Ar-Ruzz Media.
- Hidayah, Hairul, (2022).M.Pd.I, *Buku Ajar Fiqih Ibadah dan Muamalah*, Lombok: CV. Alfa Press.
- Hariyanto, Erie, (2014), *Penyelesaian Sengketa Ekonomi Syariah Di Indonesia*, Iqtishadia Vol. 1 No. 1 Juni, 2014.
- Hasan, Akhmad Farroh, (2018), *Fiqh Muammalah dari Klasik hingga Kontemporer (Teori dan Praktek)*, Malang: UIN-Maliki Malang Press, Cet. 1.
- <https://pa-rangkasbitung.go.id/publikasi-artikel/arsip-berita/805-sengketa-ekonomi-syariah-meningkat-tahun-2024>
- <https://pa-talu.go.id/proses-penyelesaian-perkara/>
- <https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara>
- <https://www.pa-bengkayang.go.id/id/layanan-hukum/proses-penyelesaian-perkara>
- Halim, Abdillah, (2022). Investama, *Jurnal Ekonomi dan Bisnis*, Volume 08 Nomor 02 (September)

- Ibrahim, Azharsyah dkk, (2021). *Pengantar Ekonomi Islam*, Jakarta: Departemen Ekonomi dan Keuangan Syariah - Bank Indonesia.
- Inayah, Ina Nur, (2020), *Jurnal Ilmu Akuntansi dan Bisnis Syariah*, Volume II, Nomor 02, Juli 2020, hlm. 96
- KBBI Daring, Sengketa, diakses dari <https://kbbi.kemdikbud.go.id/entri/sengketa> tanggal 30 Desember 2019
- Kencanawati, Erny, (2021), *Koherensi Asas Penyelesaian Sengketa Perbankan Syariah Dengan Asas*, Bandung, Alumni.
- Mafaid, Ahmad dkk., (2022), *Peradilan Dan Alternatif Penyelesaian Sengketa*, Banyumas: CV. Amerta Media.
- Masrukhin, (2015), *Metodologi Penelitian Kualitatif Metodologi Penelitian Pendidikan Pendekatan Kuantitatif, Kualitatif, dan R&D*, Kudus: Media ilmu Press.
- Mardani, *Hukum Perikatan Syariah di Indonesia*, Jakarta: Sinar Grafika.
- Mujahidin, Ahmad, (2008) *Pembaharuan Hukum Acara Perdata Peradilan Agama dan Mahkamah Syar'iyah di Indonesia*, Jakarta: Ikahi (Ikatan Hakim Indonesia).
- Musfiqoh, Siti. (2011). "Kilas Balik Ekonomi Islam Di Indonesia". *El-Qist: Jurnal Ekonomi dan Bisnis Islam (JIEB)* 1 (1). Surabaya, Indonesia:1-14. <https://doi.org/10.15642/elqist.2011.1.1.1-14>.
- Manan, Abdul, *Penerapan Hukum Acara Perdata di Lingkungan Peradilan Agama*.
- Irwan Misbach, (2020), *Ekonomi Syariah*, Gowa: Alauddin University Press.
- Mujahidin, Ahmad, (2008), *Pembaharuan Hukum Acara Perdata Peradilan Agama dan Mahkamah Syar'iyah di Indonesia*, IKAHI, Jakarta.
- Masse, Rahman Abo dan Muhammad Rusli, (2017), *Arbitrase Syariah (Formalisasi Hukum Islam Dalam Ranah Penyelesaian Sengketa Ekonomi Syariah Secara Nonlitigasi)*, Jakarta, Trustmedia Publishing.
- Mujahidin, Ahmad (2018), *Ruang Lingkup dan Praktik Mediasi Sengketa Ekonomi Syari'ah*, (Yogyakarta: Deepublish.
- Manulang, Rinto, (2011), *Segala Hal Tentang Tanah, Rumah & Perizinannya*, Jakarta: Buku Pintar.
- Narko, (2007), *Sistem Akuntansi*, Yogyakarta: Yayasan Pustaka Nusantara.
- Nofiardi, (2021). *Sengketa Ekonomi Syariah Penyelesaian Hukum Di Pengadilan Dan Lembaga Keuangan*, Bandarlampung: Pusaka Media.
- Nugraha, Aldi, (2023), Nova Naysila Pargianto, Sella Aprillia, *Kajian Literatur: Penerapan Prinsip Syariah Dalam Mengatasi Masalah Riba Pada Bank Syariah*, (Jurnal Religion: Jurnal Agama, Sosial, dan Budaya Volume 1, Nomor 4, 2023), hlm. 229
- Pradja, Juhaya S. (2012) *Ekonomi Syariah*, Bandung: Pustaka Setia.
- Pimpinan Pusat Muhammadiyah, (2014), *Himpunan Putusan Tarjih Muhammadiyah (HPT)*, Yogyakarta: Suara Muhammadiyah.
- Rahmadi, Takdir, (2011), *Mediasi : Penyelesaian Sengketa Melalui Pendekatan Mufakat*, Jakarta : Rajawali Pers.

- Rianto, Nur, (2012). *Lembaga Keuangan Syariah*, Bandung: CV Pustaka Setia.
- Rofiah, Khusniati, (2022), *Penyelesaian Ekonomi Syariah*, Ponorogo: IAIN Po Press.
- Rasyid, Sulaiman, (1994), *Fiqih Islam*, Bandung : Sinar Baru Algesindo.
- Ruzbi, Zulkifli, (2017), *Ekonomi Syariah (Pekan Baru: Pusat Pendidikan FAI UIR*.
- Rozalinda, (2017), *Ekonomi Islam, Teori dan Aplikasinya Pada Aktivitas Ekonomi* Depok: RajaGrafindo Persada, Cet. 4.
- Saputri, Eka, Ely, Siti Elita, & Anisatul Kamilah, (2024). *Analisis Perkembangan Perbankan Syariah Di Indonesia Dengan Melaksanakan Spin Off Pada Unit Usaha Syariah* (Jurnal Inovasi Ekonomi Syariah dan Akuntansi (JIESA) Volume 1 No. 4 (Juli).
- Suadi, Amran (2018), *Penyelesaian Sengketa Ekonomi Syariah; Penemuan dan Kaidah Hukum*, Jakarta: Prenadamedia Group.
- Syaodih, Nana, (2012), *Metode Penelitian Pendidikan Pendekatan Kuantitatif, Kualitatif, dan R&D*, Bandung: Remaja Rosdakarya
- Syafi'i, Rahcmat, (2001), *Fiqih Muamalah*, Bandung: CV Pustaka Setia.
- Sabiq, Sayyid, (2006), *Fiqih Sunnah: Jilid 4*, Jakarta: Pena Pundi Aksara.
- Sapto Nugroho, Sigit, (2020), *Metodologi Riset Hukum*, Surakarta: Oase Pustaka.
- Sudarsono, (2007), *Kamus Hukum*, Jakarta, Rineka Cipta.
- Suadi, Amran, (2017), *Penyelesaian Sengketa Ekonomi Syariah Teori & Praktik*, Jakarta, Kencana Prenada Media Group.
- Syafii Antonio, Muhammad, (2001), *Bank Syari'ah: Dari Teori ke Praktek* Jakarta: Gema Insani Press.
- Sugiyono, (2015), *Metodologi Penelitian Metodologi Penelitian Pendidikan Pendekatan Kuantitatif, Kualitatif, dan R&D*, Bandung: Alfabeta.
- Sunggono, Bambang, (2003). *Metodologi Penelitian Hukum*, Jakarta: Raja Grafindo Persada.
- Tambunan, Rudi M, (2013). *Pedoman Penyusunan Standard Operating Prosedur*, Bekasi: Maiesta Publishing.
- Ulya Adila, Hafidah dkk, (2024) *Penyelesaian Sengketa Ekonomi Syariah Berdasarkan Peraturan Undang-Undang*, Jurnal Falah: Jurnaal Hukum Ekonomi Syariah, Vol. 6 Nomor 1, h. 26-35
- Pertaminawati, Hendra, (2019), *Bentuk Sengketa Ekonomi Syariah dan Penyelesaiaanya*. Dirasat: Jurnal Studi Islam & Peradaban. Vol. 14, no. 02, 2019, hlm. 64.
- Widiyono, Try, (2023). *Aspek Hukum, Akad-Akad Pembiayaan Syariah (Dasar Hukum, Teknik Pembuatan Akta dan Contoh Dalam Praktik Perbankan)*, Depok: Raja Grafindo Persada.
- Widiyono, Try, (2023). *Perbankan Syariah: Aspek Hukum Operasional Transaksi dan Produk di Indonesia* , Depok: Rajawali Pers.