



Juridical Analysis of Murabahah Contracts in Sharia Economic Disputes in Indonesia

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ABSTRACT

This study examines juridical aspects of murabahah contracts within Indonesia's Islamic banking framework, focusing on dispute resolution and compliance with Sharia principles. The study uses doctrinal research to analyze Supreme Court rulings, contractual documents, and DSN-MUI fatwas as primary data sources. The findings highlight challenges in aligning practices with Sharia principles, such as transparency and fair profit margin disclosure. A notable case analyzed is the Supreme Court Decision No. 841/Pdt.G/2021/PA. Kra, which underscores violations in rescheduling debt contrary to Sharia law. This research emphasizes the importance of adherence to principles like pacta sunt servanda and good faith, offering recommendations to enhance regulatory frameworks and judicial consistency. The study contributes to ensuring equitable Sharia compliance and reducing disputes in Islamic finance.

INTRODUCTION

The murabahah contract is one of the main financial contracts applied in sharia banking in Indonesia (Guney, 2015). This agreement is based on a purchase and sale transaction with an additional profit margin agreed between the bank as the seller and the customer as the buyer (Lathif, 2012). In the context of sharia law, this contract must be in accordance with the principles regulated in the Qur'an, Hadith, and fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN - MUI) (Ibrahim & Salam, 2021). Fatwa No. 04/DSN-MUI/IV/2000 on Murabahah is the main reference, stipulating that all transactions must be transparent, fair, and free from the practice of usury. Law Number 21 of 2008 concerning Sharia Banking states that all sharia-based financial products and services must comply with sharia provisions supervised by DSN - MUI (Khalidin & Musa, 2023). In this case, the murabahah contract is not only a tool for economic transactions, but is a form of sharia banking, such as avoiding uncertainty (*gharar*) and exploitation (*oppression*). Therefore, the implementation of the murabahah contract prioritizes the aspect of fairness, especially in determining the selling price and delivering the correct information to customers (Tini Rusmini Gorda et al., 2018).

The implementation of the Murabahah contract is not uncommon to encounter challenges. Several case studies show that there is a discrepancy between practices in the field and the provisions regulated in the DSN-MUI fatwa. In the legal context in Indonesia, Sharia Economic disputes involving murabahah contracts are often submitted to the Religious Court. One of the significant cases is the Supreme Court Decision Number 841/Pdt.G/2021/PA. Kra, which involved a dispute between a customer and (KSPPS) regarding the payment of the remaining debt. In this case, the plaintiff claimed that there was a discrepancy in the calculation of the principal debt and margin charged by the *tegrugat*, and was considered to be contrary to the principles of *shhari'ah*. The court ruled that the defendant had violated the principle of the murabahah contract, especially in terms of rescheduling payments that added to the debt burden.

Fatwa No. 04/DSN-MUI/IV/2000 on murabahah is the main legal basis, this fatwa stipulates that the selling price must be agreed upon at the beginning without any unauthorized additions during the agreement. The existing disputes reflect the challenges faced by sharia financial institutions in implementing murabahah contracts (Hidayah et al., 2022). In addition, murabahah contracts are also faced with financing risks arising from the inability of customers to fulfill their obligations. This risk is exacerbated by practices such as rescheduling (*rescheduling*) or debt restructuring that is not in accordance with the provisions of sharia. DSN-MUI Fatwa No. 48/DSN-MUI/II/2005 concerning the Rescheduling of Murabahah Bills expressly prohibits the addition of the principal debt amount in the process of *rescheduling*. However, there are still cases where banks or financial institutions add burdens that are not in accordance with the initial contract. This is one of the focuses of attention in resolving disputes in court.

To prevent and resolve disputes arising from murabahah contracts, the legal system in Indonesia gives a big role to religious judicial institutions. Disputes that arise are usually resolved by referring to the original contract, DSN-MUI fatwa, and related regulations. In some cases, the court also uses the principle of justice and good faith as considerations in giving a verdict. Therefore, it is important for Islamic financial institutions to ensure full compliance with sharia laws and principles in every implementation of the murabahah contract. Thus, the murabahah contract is not only an economic tool, but also reflects the underlying sharia values (Sofiani & Suhendar, 2024).

The formulation of this research problem is how the legal arguments used by the Supreme Court Justice in deciding disputes related to murabahah contracts based on the principles of sharia law in Indonesia. This study aims to reveal how the legal norms in the murabahah contract are in accordance with the applicable contract documents, as well as the extent to which juridical arguments in the Supreme Court Decision provide legal certainty and justice for the parties involved. By analyzing the Supreme Court's decision as jurisprudence that has permanent legal force, this study provides recommendations for Sharia Financial Institutions, Judges, and Customers in understanding and implementing murabahah contracts to avoid disputes in the future.

LITERATURE REVIEW

Murabahah is one of the types of buying and selling contracts in Sharia economics that is most widely applied in sharia banking practices. Conceptually, this contract regulates the transaction of buying and selling goods with the disclosure of the cost of goods and profit margin agreed between sellers (Lathif, 2012). Legal disputes in murabahah contracts usually arise due to violations of the principles of the contract or incompatibility between the implementation and the contract document. One of the relevant objections is the case in the Supreme Court Decision Number 841/Pdt.G/2021/PA. Kra. The case involved a dispute related to the recalculation of principal and margin debt, which, according to the complainant was not in accordance with the initial agreement. The court found that there was a violation of Sharia principles, especially related to the rescheduling of payments (*rescdchuling*), which, in some aspects increases the debt burden illegally (Payne, 2018).

This research is based on an analysis of normative legal theory oriented to legal order (*Hans Kelsen*) and distributive justice theory (*John Rawls*). Kelsen's Law Theory states that the legal validity of a regulation or contract must be in accordance with the basic norms (*grundnorms*) that apply in a legal system. In the context of the Murabahah contract, its validity is tested against sharia principles which are the basic norm in sharia economic transactions. Meanwhile, Rawls' theory of distributive justice is used to analyze the extent to which the Supreme Court's decision provides proportional justice for the parties, both from the side of customers and sharia financial institutions. This approach is also important to ensure that the contract is not only legally valid but also reflects fairness in its implementation.

The relevance of the Supreme Court Decision has permanent legal force and is a reference in resolving murabahah contract disputes. In decision Number

841/Pdt.G/2021/PA. Kra, the Supreme Court Justice, emphasized the importance of fulfilling the content of the original contract that has been agreed, by prioritizing the principles of justice and honesty as the fundamental values of sharia. This study analyzes in depth how the legal arguments used in the decision reflect the balance between compliance with the shari'ah and the interests of the parties. The results of this analysis will then provide recommendations to Sharia Financial Institutions to avoid practices that have the potential to violate Sharia principles in the future (Rahman, 2020).

The supporting theory in this study, using the Principle of *Pacta Sunt Servanda* (Hidayah et al., 2023) (the agreement must be obeyed) is the basis in the law of sharia contracts, including murabahah contracts. This principle requires the parties to fulfill their rights and obligations as stated in the contract document (Ryandono et al., 2021). In addition, good I'tikad is a key principle in Sharia transactions, which ensures that all parties act honestly and transparently during the contract process. Deviations from this principle, as seen in the Supreme Court Decision, reflect weaknesses in implementation that require improvement.

An analysis of murabahah contracts in Indonesia shows that there are frequent disputes related to ownership, coercion, and compliance with shhri'ah. The Supreme Court has provided guidance on fiduciary deeds and supports sharia arbitration and the jurisdiction of Religious Courts. Compliance with Shari'a principles such as *pacta sunt servanda* and good I'tikad is very important for the proper implementation and settlement of murabahah contracts.

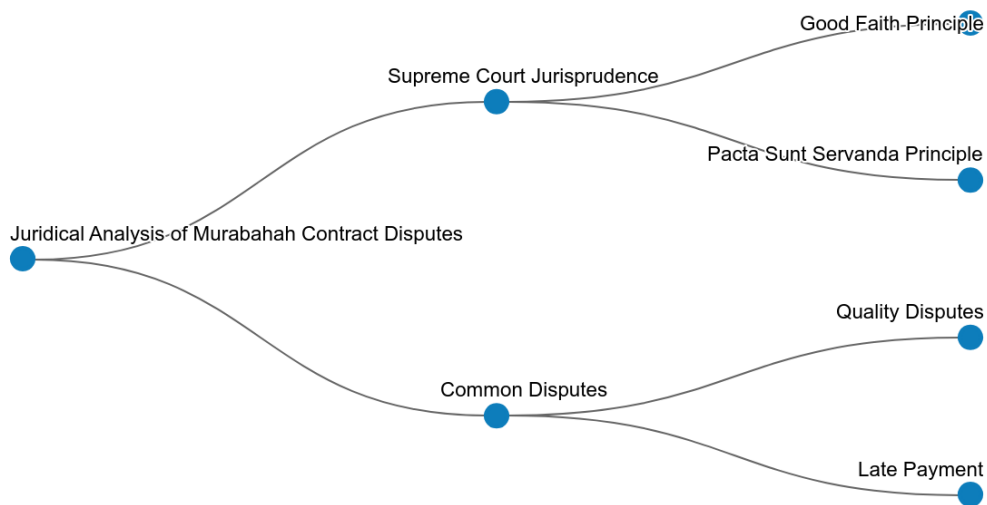


Figure 1. Conceptual Framework, Juridical Analysis of Murabahah Contract Disputes” (Hidayah et al., 2023).

METHODOLOGY

This research is doctrinal to understand the law and analyze the implementation of the Murabahah contract in the Perspective of Sharia Economic Law. This approach is carried out by reviewing legal documents such as court decisions, financing contracts, and DSN-MUI fatwas. Data is collected by downloading from the Supreme Court's official website decision directory which

is then analyzed and interpreted to make a conclusion and legal recommendation.

RESULTS AND DISCUSSION

The Completion of the Implementation of the Murabahah Contract with Sharia Principles

In the murabahah contract analyzed, there are efforts of Sharia Financial Institutions to fulfill the principle of transparency (*shiddiq*) (Khalidin & Musa, 2023), such as the presentation of the cost of goods, profit margin, and payment period clearly. However, in the implementation in the field, there is a gap in the quality control of goods. This reflects the potential violation of the principle of Trust, which is one of the foundations of transactions in sharia law. Failure of financial institutions to ensure that goods are in accordance with the promised specifications opens up opportunities for disputes between the parties involved. In this case, in accordance with the analysis in Supreme Court Decision No. 841/Pdt.G/2021/PA. Kra, the judge identified that negligence in supervising the quality of goods was the main cause of the dispute. This finding emphasizes the need for revision in the implementation of the contract to be more in line with the principles of *maqashid shari'ah*, especially in maintaining *hifd al - times* (property protection) (Purwanto & Wiyono, 2024).

Sharia principles significantly affect the implementation of murabahah contracts in sharia banking. Such as: the prohibition of usury expressly prohibits all forms of interest. The murabahah contract must ensure that the profit margin is clearly defined and agreed upon without any hidden interest charges. Transparency and fairness, shari'ah requires transparency and fairness in all transactions. This includes clear disclosure of the cost of goods and profit margins in murabahah contracts to avoid any form of fraud or unfair profits. Then in ethical behavior, Islamic economic law emphasizes ethical financial behavior, which includes avoiding exploitation and ensuring that all parties are treated fairly.

Compliance with the Shari'ah of DSN - MUI Fatwa in Indonesia, the implementation of murabahah contracts must be in accordance with the fatwa issued by the National Sharia Council (DSN MUI) (Ishmae, 2018). Fatwas - these fatwas provide guidance to ensure that the contract is in accordance with sharia principles. Ownership and control according to sharia, banks must first own goods before selling them to customers. This ensures that the transaction is an actual sale and not a disguised loan (Ibrahim & Salam, 2021).

Challenges and criticisms in sharia banks, some sharia banks have been criticized for using legal tricks to avoid sharia principles, such as drafting murabahah contracts in ways that resemble conventional interest-based loans, in the event that the implementation of murabahah contracts is not fully in accordance with sharia principles, for example some contracts have been criticized for being too similar to conventional credit systems. which weakens their compliance with the Shari'ah. The exemption of murabahah transactions from value-added tax (VAT) in some jurisdictions has led to practices that endanger sharia compliance, such as direct transfers of funds to customers and not actual trade transactions (Tarantang & Astiti, 2023).

Practical implications such as customer trust are needed, ensuring sharia compliance in murabahah contracts is very important to maintain customer trust and the credibility of sharia banks. Non-compliance can lead to a loss of trust and potential legal disputes, in which case it is very important for sharia banks to train their staff and ensure that they have a thorough understanding of the principles of sharia and the specific requirements of murabahah contracts. While these principles aim to ensure fairness, transparency, and ethical behavior, there are still challenges in aligning practice with theory. Efforts – Continuous efforts are needed to address these challenges and uphold the integrity of sharia-compliant financial products (Haron et al., 2015).

Implementation Obstacles and Challenges: Supervision of Goods in the Murabahah Contract

The implementation and supervision of goods in murabahah contracts face several significant challenges(Lindsey, 2012). These challenges can be broadly categorized into compliance with sharia principles, operational issues, and regulatory issues. One of the root problems of the dispute is the lack of internal supervision of sharia financial institutions on the fulfillment of the contract (January, 2012). The contract document lists the responsibility of the seller to ensure that the goods are in accordance with the specifications, but in practice, this is often left entirely to the supplier partner, which is contrary to the principles of trust and siddiq (Yani & Mulyana, 2024) in shari'a law (Zahid et al., 2016).

Challenge	Description	Impact
Ownership and Possession	One of the primary challenges is ensuring that the bank takes actual ownership and possession of the goods before selling them to the customer (Al-Fijawi & Yunus, 2019). Some practices only involve paper ownership, which contradicts sharia principles that require real possession and liability for risks by the seller (Al-Fijawi & Yunus, 2019).	Distorts the nature of the transaction, non-compliance with shari'ah (Haron et al., 2015)
Double Taxation	Goods delivered directly from supplier to customer (Hidayah et al., 2022).	Shift transaction from trade to service, compromising shari'ah.
Contract Clarity and Security	Unclear contracts and security issues in digital transactions	Affects compliance and operational efficiency.

Reputation and Non Compliance	Risks associated with improper implementation.	Impacts bank's reputation and financial stability (Ellias et al., 2014).
Tax Regulations	Complicated by current tax laws (Hama et al., 2024).	Proposal needed to ensure sharia'ah compliance and competitiveness.
Standardization and Reporting	Differences between AAOIFI and IFRS standards (Ahmed et al., 2016).	Inconsistencies in financial reporting.

From the table above, the challenges and implementation of murabahah trade in sharia finance revolve around sharia compliance (Widjaja, 2024), taxation regulations, reputational risk, and accounting treatment, while the supervision of goods in murabahah contracts faces obstacles related to legal and economic substance, risk management, and incentives for participation (A. A. Othman et al., 2010). Regulatory barriers include tax policy dilemmas, accounting standards, and legal interpretations, all of which have an impact on effective supervision of goods in murabahah transactions (Hama et al., 2024). Overcoming these challenges requires a concerted effort from Islamic banks, regulators, and sharia experts (Widjaja, 2024) to ensure that Murabahah contracts (Al-Shaer, 2018) implemented in an operationally efficient manner and in accordance with sharia principles.

Legal Arguments of Supreme Court Judges

In the Supreme Court Decision No. 841/Pdt.G/2021/PA. Kra, the Panel of Judges used a normative juridical approach to decide this case. The judge emphasized the importance of applying the principle *Pacta Sunt Servanda* (Chaves & Andrade, 2022) namely the principle that the agreement made legally binding the parties and must be fulfilled as stipulated in Article 1338 of the Civil Code. This principle is the main basis in ensuring that the agreement has legal force that must be obeyed. The judge also considers the principle of justice in Islamic law, especially related to the seller's responsibility for the quality of the goods that are the object of the contract.

The normative juridical approach used in this decision reflects the court's commitment to maintaining the integrity of the agreement. Through this approach, decisions taken are not only based on legal certainty, but also in line with the principles of justice and propriety. By emphasizing the *Pacta Sunt Servanda* Principle, the court strengthens the parties' confidence in the validity and binding power of an agreement. This is important in building contractual relationships (Toscano, 2016) which is based on mutual trust and legal certainty. This decision emphasizes the role of the court in aligning legal doctrine with public expectations for justice and accountability in the implementation of agreements. Thus, the verdict in case No. 841/Pdt.G/2021/PA. Kra is an example of the Supreme Court's efforts to balance between legal certainty and judicial

consistency. By strengthening the binding power of the agreement, this decision not only provides legal certainty for the parties, but also contributes to the development of a more reliable and harmonious legal system in Indonesia.

Sharia Economic Dispute Resolution Strategy

Efforts to resolve disputes through the courts show that there is an urgent need to integrate a more effective sharia mediation process. This is necessary to reduce the cost of disputes and encourage a more harmonious settlement. Sharia-based mediation model, which considers the principle of *Islah* (reconciliation), can be a more efficient alternative and in accordance with Islamic values.

Currently, dispute resolution in the sharia economic sector is carried out through litigation in religious courts or through various forms of Alternative Dispute Resolution (ADR), such as negotiation, conciliation, mediation and arbitration (Al-Shibli, 2018). Litigation, despite strong litigation, often ends in lengthy and costly processes, which are not in line with the spirit of efficiency in Islamic finance (Rasyid, 2013). Mediation is one of the prominent approaches because it prioritizes peaceful solutions that are in line with Islamic principles (Musjtari et al., 2019), especially the basics *Islah*, Where are the parties who dispute (Triana, 2019) directed to reach a mutual agreement (A. Othman, 2007).

Mediation reform in Indonesia, as stipulated in Supreme Court Regulation No. 1 of 2016 (Triana, 2019), has improved the mediation procedure (Triana, 2018) in PA to increase its effectiveness. However, implementation in the field still faces various challenges, especially in terms of the professionalism of mediators and harmonization with national laws. One of the main challenges is the harmonization between Islamic law and national law (Setyowati et al., 2018). The duality of the application of Islamic law and conventional law often gives rise to inconsistencies that hinder the smooth running of the legal process. In addition, there is a lack of training and professionalism of judges and mediators in handling sharia economic cases (Musjtari et al., 2019).

Implications for Regulations and Policies

Harmonization of better regulations in the implementation of murabahah contracts in Law No. 21 of 2008 concerning Sharia Banking (Puspita et al., 2023) provides a legal basis for Sharia transactions but still lacks technical guidance related to the supervision of goods (Main, 2020). In addition, regulation by the Financial Services Authority (OJK), an independent institution (Main, 2020), responsible for supervising the compliance of Sharia banks with Sharia principles (Ishmae, 2018) and can establish regulations on sharia banking audit instruments (Yusmad et al., 2024), there needs to be a reconciliation in affirming the responsibility of financial institutions in managing transaction risks (Imaniyati et al., 2019). The adoption of standard operating procedures (SOPs) that include quality control of goods and audits of supplier partners can be a strategic step to prevent fraud. This policy, must be supported by increasing the capacity of human resources in Sharia financial institutions (Imaniyati et al., 2019) To understand and apply the principles of Islamic law more comprehensively (Ishmae, 2018).

CONCLUSIONS AND RECOMMENDATIONS

Strategic steps are needed to overcome the dispute over the Murabahah contract and improve its implementation per Sharia principles. First, strengthening Sharia compliance and supervision as a Sharia Financial Institution must ensure the implementation of the Murabahah contract in line with the DSN-MUI fatwa, including internal supervision of the quality of goods and debt restructuring practices. This requires regulatory harmonization and improved operational procedures that are more accountable. Second, the optimization of sharia mediation, Islamic value-based mediation, must be integrated as an efficient dispute resolution mechanism to reduce litigation costs and maintain good relations between the parties. Third, the development of human resource competencies is needed. In-depth education and training on Sharia principles, transparency, and accountability are needed for Sharia Financial Institution actors to minimize practices that have the potential to violate Sharia. Fourth, the revision and harmonization of regulations, such as Law No. 1 of 2008 and OJK policies, must be updated to provide more detailed technical guidance, especially related to risk management and quality control of goods.

For further research recommendations, it can examine the empirical implementation of murabahah contracts in various contexts, explore technologies such as blockchain for transparency, and compare best practices between countries. In addition, a deeper study is needed on the effectiveness of the DSN-MUI fatwa in preventing disputes. This Solution and Recommendation section aims to strengthen the integrity of the Murabahah contract as an instrument of fair and transparent Sharia economics.

ADVANCED RESEARCH

Further research is needed to develop a more comprehensive understanding of the legal, regulatory, and practical aspects of the implementing this contract, especially in overcoming non-compliance and minimizing the risk of fraud. Conducting empirical research, on LKS in applying sharia principles in murabahah contracts and collecting field data on various practices and supervision implemented by Sharia institutions can provide insights related to existing gaps, and how the supervision mechanism can be improved to avoid potential irregularities. Further studies related to the application of technology, such as blockchain and smart contracts, the use of technology can increase accountability and reduce the potential for information manipulation, especially related to cost of goods and profit margins. Conduct an international comparison in the implementation of murabahah contracts with comparative studies with other countries, to provide a new perspective in improving the implementation of murabahah contracts in Indonesia. The latter takes a multidisciplinary approach to dispute resolution, which combines legal, economic, and technological aspects to create a more efficient dispute resolution model. The integration of the sharia-based mediation model, which prioritizes the principle of *islah* (reconciliation), needs to be developed as an alternative to resolving disputes faster and with less court intervention. This research is relevant in answering the challenges faced by LKS and contributing to the sustainable development of the Sharia economy.

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REFERENCES

- Ahmed, M. U., Sabirzyanov, R., & Rosman, R. (2016). A critique on accounting for murabaha contract: A comparative analysis of IFRS and AAOIFI accounting standards. *Journal of Islamic Accounting and Business Research*, 7(3), 190–201. <https://doi.org/10.1108/JIABR-04-2016-0041>
- Al-Fijawi, M. F. A., & Yunus, S. M. (2019). Modern applications of profit-sale (Bay' murābahah) from a maqāṣid sharī'ah perspective. *Al-Shajarah*, 24(1), 49–66. Scopus. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85069787137&partnerID=40&md5=249879cec7a8af9f02e029305bd449a2>
- Al-Shaer, H. (2018). Do environmental-related disclosures help enhance investment recommendations?: UK-based evidence. *Journal of Financial Reporting and Accounting*, 16(1), 217–244. <https://doi.org/10.1108/JFRA-03-2016-0020>
- Al-Shibli, F. S. (2018). Litigation or Arbitration for Resolving Islamic Banking Disputes. *Arab Law Quarterly*, 32(4), 413–438. Scopus. <https://doi.org/10.1163/15730255-12324040>
- Chaves, D. G., & Andrade, J. R. P. (2022). Argumentative anatomy of the Ellwanger Case: Analysis of the votes of the Ministers of the Federal Supreme Court based on Stephen Toulmin's layout. *Revista Eletronica Direito e Sociedade*, 10(3), 67–86. Scopus. <https://doi.org/10.18316/redes.v10i3.4686>
- Ellias, M. R. F., Haron, M. N., & Mohammed, M. F. (2014). THE ISSUE OF PRINCIPAL-AGENT IN SALE-BASED TRANSACTIONS FROM THE SHARŪNAH PERSPECTIVE. *ISRA International Journal of Islamic Finance*, 6(2), 117–131. Scopus. <https://doi.org/10.12816/0019265>
- Guney, N. (2015). Murabahah financing revisited: The contemporary debate on its use in Islamic banks. *Intellectual Discourse*, 23, 495–506. Scopus. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-84952922160&partnerID=40&md5=d44e1636ff8a6703f9c2389440803aa4>
- Hama, Z., Waehama, M. R., & Assalihee, M. A. (2024). The Growth and Challenges of Islamic Finance in Thailand. *International Journal of Islamic Thought*, 25, 177–193. Scopus. <https://doi.org/10.24035/ijit.25.2024.295>
- Haron, M. S., Ramli, R., Yousef Injas, M. M., & Injas, R. A. (2015). Reputation risk and its impact on the islamic banks: Case of the Murabaha. *International Journal of Economics and Financial Issues*, 5(4), 854–859. Scopus. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-84979796514&partnerID=40&md5=07fb91b7b9906a1b70946ab76d963252>
- Hidayah, N., Azis, A., Mutiara, T., & Larasati, D. (2023). SHARIA BANKING DISPUTES SETTLEMENT: Analysis of Religious Court Decision in Indonesia. *Al-Risalah: Forum Kajian Hukum Dan Sosial Kemasyarakatan*, 23(1), 75–92. Scopus. <https://doi.org/10.30631/alrisalah.v23i1.1347>
- Hidayah, N., Muslim, Moch. B., & Azis, A. (2022). Complying with Sharia While Exempting from Value-Added Tax: Murābahah in Indonesian Islamic Banks. *AHKAM: Jurnal Ilmu Syariah*, 22(1). <https://doi.org/10.15408/ajis.v22i1.22833>

- Ibrahim, A., & Salam, A. J. (2021). A comparative analysis of DSN-MUI fatwas regarding murabahah contract and the real context application (A study at Islamic Banking in Aceh). *Samarah*, 5(1), 372–401. Scopus. <https://doi.org/10.22373/sjhc.v5i1.8845>
- Imaniyati, N. S., Nu'man, A. H., & Jamilah, L. (2019). Analysis of the role and responsibility of Sharia supervisory board (DPS) on Sharia compliance supervision in Islamic banks in Indonesia. *Journal of Legal, Ethical and Regulatory Issues*, 22(3). Scopus. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85071040783&partnerID=40&md5=f963e8634c0a5d7305423179a4ac7067>
- Isnaini, A. M. (2018). The existence of Sharia Supervisory Board in maintaining the purpose of sharia principles in Sharia Banking. *Journal of Legal, Ethical and Regulatory Issues*, 21(3). Scopus. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85055176825&partnerID=40&md5=b5e2d42c393899fb09b431121f9c3403>
- Janwari, Y. (2012). Resistance and Intitation in the Implementation of the Syariah Economy in Indonesia. *Ahkam: Jurnal Ilmu Syariah*, 12(2), 89–98. Scopus. <https://doi.org/10.15408/ajis.v12i1.969>
- Khalidin, B., & Musa, A. (2023). MURABAHA FINANCING OF THE INDONESIAN ISLAMIC BANKS UNDER AN ISLAMIC ECONOMIC LAW AND THE FATWA DSN MUI. *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH*, 8(2). <https://doi.org/10.22373/petita.v8i2.238>
- Lathif, A. A. (2012). : The Concept and Application of Murâbahah Contracts in Syariah Banking in Indonesia. *Ahkam: Jurnal Ilmu Syariah*, 12(2), 69–78. Scopus. <https://doi.org/10.15408/ajis.v12i2.967>
- Lindsey, T. (2012). Monopolising Islam: The Indonesian Ulama Council and state regulation of the “Islamic economy.” *Bulletin of Indonesian Economic Studies*, 48(2), 253–274. Scopus. <https://doi.org/10.1080/00074918.2012.694157>
- Musjtari, D. N., Riyanto, B., & Setyowati, R. (2019). Reformulation of mediation in dispute settlement on islamic banking. *Humanities and Social Sciences Reviews*, 7(4), 184–194. Scopus. <https://doi.org/10.18510/hssr.2019.7424>
- Othman, A. (2007). “and amicable settlement is best”: Sulh and dispute resolution in islamic law. *Arab Law Quarterly*, 21(1), 64–90. Scopus. <https://doi.org/10.1163/026805507X197857>
- Othman, A. A., Hashim, R. C., & Aziz, A. A. (2010). AN OVERVIEW OF SHARĪ'AH ISSUES REGARDING THE APPLICATION OF THE ISLAMIC LETTER OF CREDIT PRACTICE IN MALAYSIA. *ISRA International Journal of Islamic Finance*, 2(2), 37–66. Scopus. <https://doi.org/10.55188/ijif.v2i2.108>
- Payne, J. (2018). The role of the court in debt restructuring. *Cambridge Law Journal*, 77(1), 124–150. Scopus. <https://doi.org/10.1017/S0008197318000016>
- Purwanto, E., & Wiyono, B. (2024). *Normative juridical analysis of strict liability in environmental cases*. 1317(1). Scopus. <https://doi.org/10.1088/1755-1315/1317/1/012005>

- Puspita, M., Suhartanto, D., & Mai, M. U. (2023). *Mudharabah financing: An innovation in contemporary banking*. 2765(1). Scopus. <https://doi.org/10.1063/5.0155378>
- Rahman, F. (2020). Critical review of the international and contractual measures for optimal restructuring. *Law and Financial Markets Review*, 14(4), 249–254. Scopus. <https://doi.org/10.1080/17521440.2020.1759240>
- Rasyid, A. (2013). Relevance of Islamic dispute resolution processes in Islamic banking and finance. *Arab Law Quarterly*, 27(4), 343–369. Scopus. <https://doi.org/10.1163/15730255-12341267>
- Ryandono, M. N. H., Kusuma, K. A., & Prasetyo, A. (2021). The Foundation of a Fair Mudarabah Profit Sharing Ratio: A Case Study of Islamic Banks in Indonesia. *Journal of Asian Finance, Economics and Business*, 8(4), 0329–0337. Scopus. <https://doi.org/10.13106/jafeb.2021.vol8.no4.0329>
- Setyowati, R., Saptono, H., & Prabowo, B. A. (2018). *Improving the Professionalism of Islamic Economic Judges Through Certification Towards Asian Economic Community (AEC)*. 175(1). Scopus. <https://doi.org/10.1088/1755-1315/175/1/012212>
- Sofiani, T., & Suhendar, H. (2024). THE SETTLEMENT MODEL OF NON-PERFORMING FINANCING WHICH IS MORE EFFECTIVE AND LEGAL JUSTICE IN SHARIA FINANCING COMPANIES. *Jurnal Hukum Unissula*, 40(1), 61–75. Scopus. <https://doi.org/10.26532/jh.v40i1.32794>
- Tarantang, J., & Astiti, N. N. A. (2023). The Legal Argumentation Regulatory Framework for Management of Sharia Funding and Risk Loans in Indonesia. *Jurnal Ilmiah Al-Syir'ah*, 21(1), 72–85. Scopus. <https://doi.org/10.30984/jis.v21i1.2268>
- Tini Rusmini Gorda, A. A. A. N., Arsawati, N. N. J., & Gusti Ayu Eviani Yuliantari, I. (2018). Responsibilities of regional government related to fulfillment of citizenship rights in health services. *International Journal of Civil Engineering and Technology*, 9(11), 2745–2751. Scopus. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85058064885&partnerID=40&md5=70277839e83986828b575b7464905524>
- Toscano, M. (2016). A new Church-State policy of the Constitutional Court, between theoretical strictness and practical conservatism? First doctrinal reactions to ruling no. 52/2016. *Quaderni Di Diritto e Politica Ecclesiastica*, 19(3), 751–765. Scopus. <https://doi.org/10.1440/85618>
- Triana, N. (2018). Urgency of Arbitration Clause in Determining the Resolution of Sharia Economic Disputes. *Ahkam: Jurnal Ilmu Syariah*, 18(1), 65–88. Scopus. <https://doi.org/10.15408/ajis.v18i1.8872>
- Triana, N. (2019). THE URGENCY OF MEDIATORS IN RESOLVING SHARIA ECONOMIC DISPUTES at the PURBALINGGA RELIGIOUS COURT. *Law Reform: Journal of Law Reform*, 15(2), 239–257. Scopus. <https://doi.org/10.14710/lr.v15i2.26184>
- Utama, A. S. (2020). Policy Direction of Supervision of Sharia Banking in the National Banking System in Indonesia. *Volksgeist: Journal of Law and Constitutional Sciences*, 3(1 41), 52. Scopus. <https://doi.org/10.24090/volksgeist.v3i1.3498>

- Widjaja, G. (2024). Legal analysis of derivative transactions in islamic economics. *Edelweiss Applied Science and Technology*, 8(5), 692–700. Scopus. <https://doi.org/10.55214/25768484.v8i5.1733>
- Yani, T. A., & Mulyana, I. (2024). Aceh as a Model of Halal Trade in Financial Goods and Services Regulation based on Pancasila within the Framework of National Law in Indonesia. *Samarah*, 8(1), 361–385. Scopus. <https://doi.org/10.22373/sjhc.v8i1.17680>
- Yusmad, M. A., Bin Marinsah, S. A., Ayyub, M., & Muang, M. S. K. (2024). Revitalization Supervision Islamic Banking in Enhancement Compliance in Indonesia and Malaysia. *Samarah*, 8(1), 468–494. Scopus. <https://doi.org/10.22373/sjhc.v8i1.20524>
- Zahid, A., Shapiee, R., Mukhtar, S., & Shah, S. M. (2016). Good faith in international commercial contracts under un sale convention and Islamic law: A brief comparison. *International Journal of Applied Business and Economic Research*, 14(13), 9075–9183. Scopus. <https://www.scopus.com/inward/record.uri?eid=2-s2.0-85011547223&partnerID=40&md5=f98053bb79f5bc9d8818c9c8d17eada0>