

Implementation of Sharia Principles in the Settlement of Murabahah Financing Default at PT BPRS Taman Indah Darussalam

M. Romi Riski^{1*}, Badri Hasan², Muhammad Husnul³

^{1,2,3} Ar-Raniry State Islamic University Banda Aceh

*Email: 210102223@student.ar-raniry.ac.id,

Abstract

Financing is a core activity in Islamic banking that plays a crucial role in supporting economic growth. In practice, some customers have defaulted on *murabahah* financing for motorcycle purchases at PT BPRS Taman Indah Darussalam from 2019 to 2021. These defaults took the form of continuous late payments and payment arrears, resulting in the temporary suspension of the repayment process. This study focuses on the concept and implementation of the *murabahah* agreement applied by PT BPRS Taman Indah Darussalam, the forms and causes of customer default, and its impact on bank stability. The method used is qualitative with a legal-empirical approach, through direct interviews and documentation as data collection techniques. The study results indicate that customer default is characterized by late payments caused by a decline in income and negligence, which disrupts cash flow and increases financing risks. PT BPRS Taman Indah Darussalam implements resolution through a phased approach, starting from consultation, formal notice, imposition of penalties, to restructuring. Under Islamic law, default in a *murabahah* agreement is considered a breach of trust that must be resolved fairly. In contrast, under civil law, negligent customers may be subject to penalties such as compensation or enforcement of collateral. Implementing *murabahah* agreements generally aligns with Sharia principles, but further strengthening is needed in customer selection and risk management. It is recommended that banks tighten their initial assessment processes, enhance Islamic financial literacy for customers, and strengthen monitoring systems and educational approaches to reduce the default rate.

Keywords: *Default, Motorcycle Financing, and Murabahah Contract*

Abstrak

Pembiayaan merupakan salah satu kegiatan inti dalam perbankan syariah yang memiliki peranan penting dalam mendukung pertumbuhan ekonomi umat. Dalam praktiknya, terdapat nasabah yang mengalami wanprestasi dalam pembiayaan produk murabahah untuk pembelian sepeda motor pada PT BPRS Taman Indah Darussalam selama periode 2019–2021. Wanprestasi tersebut muncul dalam bentuk keterlambatan pembayaran angsuran secara terus-menerus dan kemacetan angsuran yang menyebabkan penghentian sementara proses pelunasan. Penelitian ini memfokuskan kajiannya pada konsep dan pelaksanaan akad *murabahah* yang diterapkan oleh PT BPRS Taman Indah Darussalam, bentuk dan penyebab wanprestasi yang dilakukan oleh nasabah serta dampaknya terhadap stabilitas bank. Metode yang digunakan adalah kualitatif dengan pendekatan yuridis empiris, melalui wawancara langsung dan dokumentasi sebagai teknik pengumpulan data. Hasil penelitian menunjukkan bahwa wanprestasi nasabah ditandai oleh keterlambatan pembayaran yang disebabkan oleh penurunan pendapatan dan kelalaian yang berdampak pada terganggunya arus kas dan meningkatnya risiko pembiayaan. PT BPRS Taman Indah Darussalam menerapkan penyelesaian melalui pendekatan bertahap, mulai dari musyawarah, somasi, pengenaan denda, hingga restrukturisasi. Secara hukum Islam, wanprestasi dalam akad *murabahah* dianggap sebagai pelanggaran amanah yang harus diselesaikan secara adil, sedangkan menurut hukum perdata, nasabah yang lalai dapat dikenai sanksi berupa ganti rugi atau eksekusi jaminan. Penerapan akad *murabahah* secara umum telah sesuai prinsip syariah, namun masih perlu penguatan dalam hal seleksi nasabah dan manajemen risiko. Disarankan agar bank memperketat proses penilaian awal, meningkatkan literasi keuangan syariah bagi nasabah, serta memperkuat sistem pemantauan dan pendekatan edukatif untuk menekan angka wanprestasi.

Kata Kunci: *Wanprestasi, Pembiayaan Pembelian Motor dan Akad Murabahah*

INTRODUCTION

The development of Islamic financial institutions in Indonesia has grown rapidly, driven by public awareness of Islamic economic principles. To strengthen this system, regulations and fatwas are vital foundations. One important instrument in Islamic banking, the Murabahah contract, functions as a transparent sale and purchase transaction, where both parties agree on the cost price and profit margin. For example, Law Number 20 of 2008 on Micro, Small, and Medium Enterprises (MSMEs) specifically supports Islamic financial institutions as empowerment tools, facilitating access to Islamic financing so that MSMEs can avoid usury practices and operate sustainably. Thus, the combination of public awareness and regulatory support has driven the growth of Islamic finance, making it a crucial pillar in Indonesia's economic system.¹

The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) has issued a fatwa that serves as an important guideline for the operations of Islamic financial institutions, particularly Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000 on murabahah. This fatwa emphasizes the principle of honesty (*sidq*) in disclosing the base price and profit margin, ensuring that the contract is valid in terms of its conditions and requirements and executed with full responsibility. This concept is practically applied by Islamic Rural Banks (BPRS) in disbursing consumer financing, where they must openly disclose the base price of products and the profits earned. As a result, this fatwa plays a significant role in ensuring transparency and fairness, which ultimately strengthens public trust in the Islamic financial system.²

Islamic Bank financial institutions, such as BPRS, implement murabahah financing systematically, from customer application to payment. According to the Shafi'i school of Islamic jurisprudence, this contract is a transparent sale and purchase transaction, where both parties agree upon the initial price and profit. This principle of transparency forms the foundation of fairness and trust between the two parties. However, in practice, implementing murabahah contracts does not always proceed ideally. One of the main challenges is customer default, which refers to the failure to fulfill payment obligations as

¹ Djohar Arifin, "Substansi Akad dalam Transaksi Syari'ah Al-Amwal," *Jurnal Ekonomi dan Perbankan Syari'ah* 6, no. 1 (2016): pp. 166, <https://www.syekh Nurjati.ac.id/jurnal/index.php/amwal/article/view/256>.

² Azharuddin Lathif, "Konsep dan Aplikasi Akad Murabahah pada Perbankan Syari'ah di Indonesia Konsep dan Aplikasi Akad Murabahah," *Jurnal Ahkam* 12, no. 2 (Juli 2012): pp. 71, <https://journal.uinjkt.ac.id/index.php/ahkam/article/view/967>.

agreed upon in the contract. Thus, despite having clear procedures based on principles of fairness, the implementation of murabahah contracts still faces challenges, particularly regarding customers' commitment to fulfilling their obligations.³

Default in murabahah financing is a serious phenomenon that significantly impacts contractual relationships and banks' financial stability. This condition creates credit risks that disrupt cash flow and reduce the bank's ability to provide new financing. The problem of default is not only administrative, but also has profound implications for institutional performance, public trust, and the very objectives of Islamic economics, namely to create justice and prosperity. Generally, default reflects the weak implementation of the contract by one party, which can be triggered by internal factors such as the customer's financial issues or external factors such as changes in economic conditions. Therefore, default is a complex issue that can erode the operational foundation of Islamic banks and the principles of Islamic economics if not appropriately managed.⁴

PT BPRS Taman Indah Darussalam is one of the Islamic financial institutions that applies the murabahah agreement in motor vehicle financing. During the 2019–2021 period, there was a significant increase in the number of financing agreements using this agreement, reflecting the high public demand for financing facilities based on Islamic principles. On the other hand, there has also been an increase in the number of customers experiencing payment delays or defaults, which poses potential losses and leads to *non-performing financing (NPF)*.⁵ The issue becomes more complex because not all payment delays can be immediately classified as defaults, as the objective conditions of the customer, the validity of the agreement. The risk mitigation system implemented by the BPRS must also be analyzed. In practice, the identification and classification of customer status, such as special attention, non-

³ Muhammad Masruron, "Konsep Murabahah LilAmir Bis Syira dalam Implimentasinya di Lembaga Keuangan Syari'ah," *Jurnal Studi Keislaman dan Hukum Ekonomi Syari'ah* 9, no. 1 (2021): pp. 39, <https://jurnal.iaihnwpancor.ac.id/index.php/maqosid/article/view/493>.

⁴ Ismail Nawawi, *Fikih Muamalah Klasik dan Kontemporer Hukum Perjanjian, Ekonomi, Bisnis, dan Sosial* (Bogor: Ghalia Indonesia, 2012). pp 91

⁵ Lisa Febriani, "Penyelesaian Akad Murabahah Bermasalah pada Pembiayaan Kendaraan Bermotor di PT BPRS Taman Indah Darussalam," *Jurnal Geuthèë: Penelitian Multidisiplin* 5, no. 3 (Desember 2022): pp. 283, <https://journal.geutheeinstitute.com/index.php/JG/article/view/191>.

performing, doubtful, and default, serve as critical indicators for evaluating the effectiveness of policies for handling problematic financing.⁶

Non-performing financing reflects an imbalance between initial expectations in the agreement and its actual implementation in the field. Customers who default are categorized into several groups, ranging from special attention to default, based on the length of arrears and uncooperativeness behavior in providing financial information.⁷ Although there are no customers in the default category yet, the increasing number of customers in the doubtful category is an important signal that requires in-depth analysis. The level of customer discipline in fulfilling contractual obligations needs to be reviewed systematically so that financial institutions can formulate more responsive and adaptive mitigation strategies.⁸

The resolution implemented by the Islamic Bank (BPRS) regarding problematic financing for motorcycle purchases is similar to a *force majeure* resolution (an unforeseeable event beyond the debtor's control that prevents them from fulfilling their obligations to the creditor, such as a natural disaster or war), in the context of rescheduling *murabahah* payments.⁹ Islamic banks do not directly grant debt relief or auction collateral, but instead provide assistance deemed appropriate to the customer's circumstances as a measure to conserve financing. At the same time, the customer's payment obligations are not canceled, but rather relief or a deferral of the payment period is granted.¹⁰

This study aims to analyze the application of *murabahah* contracts in financing practices at PT BPRS Taman Indah Darussalam and examine the

⁶ Khairiah Elwardah, "Penyelesaian Pembiayaan Bermasalah Dalam Produk Pembiayaan Murabahah (Studi Pada PT. BPRS Muamalat Harkat Sukaraja)," *Jurnal Baabu Al-Ilmi: Ekonomi dan Perbankan Syari'ah* 4, no. 1 (April 2019): pp. 85, <http://download.garuda.kemdikbud.go.id/article.php?article=1481556&val=17811&title=PENYELESAIAN%20PEMBIAYAAN%20BERMASALAH%20DALAM%20PRODUK%20PEMBIAYAAN%20MURABAHAH%20STUDI%20PADA%20PT%20BPRS%20MUAMALAT%20HARKAT%20SUKARAJA>.

⁷ Sri Winarsih Ramadana, "Implementasi Akad Pembiayaan Murabahah," *Jurnal HEI EMA* 3, no. 3 (2024): pp. 70, <https://repository.iainpare.ac.id/id/eprint/1886/1/15.2300.166.pdf>.

⁸ Surayya Fadhilah Nasution, "Pembiayaan Murabahah pada Perbankan Syari'ah," *Jurnal Ekonomi Islam* 6, no. 1 (Januari 2021): pp. 135, <https://media.neliti.com/media/publications/258490-pembiayaan-murabahah-pada-perbankan-syar-5a374a06.pdf>.

⁹ Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000

¹⁰ Wahida Rahim, "Pembiayaan Akad Murabahah dalam Fikih Islam dan Praktikny Pada Perbankan Syari'ah di Indonesia," *Jurnal Hukum Ekonomi Syari'ah* 5, no. 2 (Desember 2023): pp. 239-40.

forms of default and their legal implications. This study is important to determine how much Islamic financial institutions apply the principles of justice and legal certainty in handling problematic financing. The implications of default are not only related to economic burdens but also affect the public's perception of the credibility of Islamic financial institutions.¹¹

RESEARCH METHOD

This study uses a qualitative research method with an empirical legal approach that aims to analyze in depth the forms of default that occur in motor vehicle financing at PT BPRS Taman Indah Darussalam and their legal implications from the perspective of *murabahah* contracts. [1] This study aims to assess the conformity between the implementation of the *murabahah* contract applied by PT BPRS Taman Indah Darussalam and the principles of contracts in Islamic law, as well as to examine the legal implications of default by customers on the rights and obligations of the parties. The data sources for this study consist of primary and secondary data. Primary data was obtained through direct interviews with three financing staff members and one director of PT BPRS Taman Indah Darussalam, as well as internal documentation in the form of contract documents, data on problematic customers, and *murabahah* financing reports. Secondary data was obtained through literature review, including books on Islamic economic law, scientific journals, and relevant fiqh muamalah literature about the discussion of *murabahah* contracts and issues of breach of contract in Islamic financing.¹²

RESULTS AND DISCUSSION

A. The Concept of *Murabahah* Contract

Murabahah comes from the word "ribhu," which means profit or gain. This term refers to the additional benefit someone obtains in commercial activities or buying and selling. Terminologically, *murabahah* is a contract of sale and purchase of goods where the purchase price of the goods and the agreed profit margin are specified between the seller and the buyer. The main characteristics of this contract are the transparency of the base price and the open agreement on the profit margin, which distinguish it fundamentally

¹¹ Roifatussyauqoti, "Aplikasi Akad *Murabahah* pada Lembaga Keuangan Syariah," *Jurnal Ekonomi dan Perbankan Syariah* 3, no. 1 (2018): pp. 55, <https://journal.um-surabaya.ac.id/Mas/article/view/1489>.

¹² Syafrida Hafni Sahir, *Metodologi Penelitian* (Yogyakarta: Penerbit KBM Indonesia, 2021). pp 3-4

from other forms of sale and purchase in Islamic commercial law (fiqh muamalah).¹³

Scholars from the four schools of thought have similar definitions but slightly different emphases. According to the Shafi'i school, murabahah is a form of sale that explains the initial price of the goods and the profit taken by the seller based on an agreement. Hanafi scholars define murabahah as the transfer of ownership of a good at its original price plus a profit margin. According to the Maliki school, murabahah is understood as a sale based on the initial purchase price with the addition of a known profit margin. The Hanbali school () distinguishes two forms of murabahah: one based on the total capital and the other based on the percentage of profit from each portion of the capital.¹⁴

According to Wahbah al-Zuhaili, murabahah is not only seen as a simple sale and purchase transaction, but also as a means of distributing capital fairly within the Islamic economic system. Accountability and transparency in transactions are important values in this contract. Contemporary scholars also emphasize that the murabahah contract should ideally be used for real needs, not for speculation or excessive consumer financing. The concept of murabahah has advantages because it maintains fairness between both parties while providing legal and Sharia certainty.¹⁵

The legal basis for the murabahah contract can be found in the Quran, specifically in Surah Al-Baqarah, verse 275. In this verse, Allah states that buying and selling are permitted, while usury is prohibited. This verse is the basis for permitting transactions like murabahah, provided they do not involve usury. As a result, clarity regarding the price and profit margin is a crucial requirement to ensure that the transaction is fair, transparent, and free from practices that may be detrimental to either party.¹⁶

¹³ Muhamad Izazi Nurjaman, Doli Witro, dan Sofian Al Hakim, "Jual Beli Murabahah Perspektif Regulasi Dan Praktik Di Lembaga Keuangan Syariah," *Al-Qisthu: Jurnal Kajian Ilmu-Ilmu Hukum* 19, no. 1 (Juni 2021): pp. 27–40, <https://doi.org/10.32694/qst.v19i1.896>.

¹⁴ Tri Setiady, "Pembiayaan Murabahah Dalam Perspektif Fiqh Islam, Hukum Positif Dan Hukum Syariah," *Fiat Justisia Jurnal Ilmu Hukum* 8, no. 3 (2014): pp. 517–19, <https://jurnal.fh.unila.ac.id/index.php/fiat/article/view/311>.

¹⁵ Fathia Nur Khusna, Andi Rio Pane, dan Rifkah Mufida, "Tinjauan Fiqh Muamalah Terhadap Pelaksanaan Akad Murabahah Pada Perbankan Syariah," *Journal of Islamic Banking and Finance* 1, no. 2 (2021): pp. 61–73, <http://ejournal.iain-manado.ac.id/index.php/kunuz>.

¹⁶ Raihan Putri dan Fitri Yanti, "Implementasi Akad Murabahah Dan Permasalahannya Dalam Perbankan Syariah," *Muamalat: Jurnal Kajian Hukum Ekonomi Syariah* 15, no. 2 (Desember 2023): pp. 189, <https://journal.uinmataram.ac.id/index.php/muamalat/article/view/7011>.

Imam Al-Qurthubi emphasizes that the important part of this verse is not only the permissibility of buying and selling and the prohibition of usury, but also the rebuke of those who equate the two. In the practice of *murabahah*, transparency regarding the purchase price and profit is a concrete manifestation of the principles of justice and honesty, which are the main distinguishing features from usurious transactions fraught with uncertainty and exploitation. In the Islamic economic system, the *murabahah* contract holds a strategic position as it accommodates the financing needs of society without compromising Islamic values. This contract derives its legal legitimacy from various sources of Islamic law, including the Qur'an, hadith, *ijma'*, and *qiyas* (analogical reasoning). Explicitly, there is no textual evidence mentioning the term "murabahah." However, the validity of this contract is derived from the general principles of sale (*al-buyu'*), provided it meets the principles of justice and mutual consent. *Murabahah* is considered part of a permissible sale under Islamic law.¹⁷

The *murabahah* contract has a strong legal basis in Islamic law and national legislation. According to Islamic jurists such as Imam Nawawi and Ibn Qudamah, this contract must be based on honesty and transparency in disclosing the cost price and profit margin, as without these, the contract could be invalid. This foundation is reinforced by regulations such as the Fatwa of the Sharia Council of the Indonesian Ulema Council (DSN-MUI) No. 04/DSN-MUI/IV/2000, which requires banks to disclose the purchase price and agree on profits. Law No. 21 of 2008 on Islamic Banking also outlines the legal basis, which provides a legal framework for Islamic financial institutions to utilize this contract. In practice, *murabahah* has clear elements and conditions, including the presence of a seller and buyer, a clear and halal object of sale, transparent pricing, and the exchange of offer and acceptance. Thus, *murabahah* is not merely a routine transaction but a contract strictly governed by Sharia principles and positive law, ensuring the validity and fairness of its implementation.¹⁸

The ulama emphasize that the conditions for a valid transaction, such as a *murabahah* contract, are the absence of fraud (*gharar*), whereby all important

¹⁷ Ismail Hannanong, "Murabahah (Prinsip dan Mekanismenya Dalam Perbankan Islam)," *Jurnal Syari'ah dan Hukum Diktum* 15, no. 1 (Juni 2017): pp. 90-91, <https://ejurnal.iainpare.ac.id/index.php/diktum/article/view/427>.

¹⁸ Bagya Agung Prabowo, "Konsep Akad Murabahah Pada Perbankan Syariah (Analisa Kritis Terhadap Aplikasi Konsep Akad Murabahah Di Indonesia Dan Malaysia)," *Jurnal Hukum* 16, no. 1 (Januari 2009): pp. 107 - 9, <https://journal.uui.ac.id/IUSTUM/article/view/3835>.

information, including the acquisition price, must be transparent. The goods must be deliverable, and the payment terms must be agreed upon. However, fulfilling these conditions often poses challenges for institutions like BPRS, particularly ensuring the bank owns the goods before selling them to customers. If not done correctly, the murabahah agreement can deviate and become a debt-credit relationship that does not align with the maqashid syariah. Nevertheless, PT BPRS Taman Indah Darussalam has successfully implemented this agreement for consumer financing, particularly for motor vehicles, where the bank acts as the primary buyer and resells the goods to customers at an agreed profit margin. This system is considered consistent with the fundamental principles of murabahah, provided it is implemented in full compliance with Islamic law.

The implementation of murabahah at BPRS Taman Indah Darussalam still faces challenges, particularly in terms of late payments by customers. Based on the data reviewed, approximately 10% of customers have experienced financing problems. This could distort the objectives of the *murabahah* agreement, as default causes an imbalance in the rights and obligations agreed upon. Nevertheless, BPRS Taman Indah Darussalam has made efforts to align its policies with the principles of Islamic justice, such as issuing warnings, rescheduling payments, and imposing light penalties. 's persuasive approach to resolving defaults reflects a commitment to the Islamic principles of *ta'awun* (mutual assistance) and *musyawarah* (consultation). However, the effectiveness of this approach needs to be continuously evaluated to ensure it does not harm either the institution or the customers.¹⁹

B. Implications of Customer Default on Motorcycle Purchase Financing by PT BPRS Taman Indah Darussalam

Breach of contract is generally defined as a situation where one party to an agreement fails to fulfill its obligations as agreed upon in the contract. In the context of Indonesian civil law, breach of contract is categorized as a violation of the agreement, which may involve failing to perform the obligation at all, performing the obligation but not as required, or delaying the performance of the obligation. Breach of contract may result in legal

¹⁹ Muhammad Syarif Hidayatullah, "Analisis Hadits Ahkam Muamalah Dalam Fatwa Dsn Mui Tentang Murâbahah, Salam Dan Istishnâ'," *El Banat* 10, no. 2 (2020): pp. 230-33, <https://www.neliti.com/publications/349087/analisis-hadits-ahkam-muamalah-dalam-fatwa-dsn-mui-tentang-mur%C3%A2bahah-salam-dan-i>.

consequences such as claims for compensation, termination of the agreement, or even enforcement of collateral.²⁰

Articles 1238 and 1243 of the Civil Code provide the basis for the negligence conditions and the legal consequences of default. Article 1243 explains that compensation for failure to fulfill an obligation must be paid if the debtor has been declared in default and fails to fulfill his obligations. In Islamic banking, breach of contract does not only refer to legal aspects but is also related to Islamic ethical principles and the trust (*amanah*) in executing contracts.²¹

Breach of contract in Islamic law is referred to as "*ta'khir al-wafa*" or delay in fulfilling obligations. Scholars agree that the party who delays or fails to fulfill an agreed obligation is considered a reprehensible act, and in some cases may be subject to penalties under the contract's provisions. The concept of breach of contract is particularly significant in Islamic finance, especially in *murabahah* contracts, where clarity regarding payment obligations is a central component of the agreement. A customer's failure to make payments on time or by the agreement constitutes a breach of the principles of justice and trust underlying the contract.

According to Subekti, an Indonesian civil law expert, default occurs when a debtor fails to fulfill or is late in fulfilling an agreed-upon obligation. He emphasizes that default can take the form of active conduct (failure to perform an obligation) or passive conduct (obstruction of the performance of an obligation). Penalties for default can include compensation, cancellation of the agreement, and fines. Soerjono Soekanto stresses that breach of contract should not be viewed solely from the formal aspect of contract violation, but also from the social and economic consequences arising from the failure to fulfill rights and obligations in a balanced manner. This is important in the context of Islamic banking because it is closely related to the sustainability of contractual relationships between financial institutions and customers.²²

²⁰ Qoonitah Amri, Dewi. Sartika, dan Muhammad Abas, "Peran Jaksa Pengacara Negara Sebagai Perwakilan RSUD Karawang dalam Kasus Wanprestasi," *Widya Rudika: Jurnal Hukum* 8, no. 1 (2025): pp. 32-40, <https://doi.org/10.30872/mulrev.v8i1.1140>.

²¹ Humala Sitinjak dan Imman Yusuf Sitinjak, "Aspek Hukum Akibat Wanprestasi Dalam Perjanjian Jual Beli Menurut K.U.H.Perdata," *Moralita: Jurnal Pendidikan Pancasila Dan Kewarganegaraan* 4, no. 1 (2023): pp. 25 - 27, <https://jurnal.usi.ac.id/index.php/moralita/article/download/1320/1381/4527>.

²² Shabriena Fathya, Atika, dan Fatroyah Ars Himsyah, "Peran Kuasa Hukum Terhadap Perkara Wanprestasi Pada Gugatan Sederhana," *Muamalah* 10, no. 1 (2024): 19-20, <https://jurnal.radenfatah.ac.id/index.php/Almuamalah/article/view/23745>.

According to Wahbah al-Zuhaili, breach of contract is the inability of a party to a contract to fulfill its obligations, which can cause losses and violate the principles of justice and *public interest*. He also emphasizes the importance of consultation-based dispute resolution mechanisms and not directly oriented toward punishment. In contemporary Islamic jurisprudence on commercial transactions, breach of contract in a murabahah agreement can be categorized as a breach of trust. The sanctions imposed must consider the customer's objective circumstances to avoid injustice while maintaining the principles of contractual justice.

Penalties for default in Indonesian legal practice generally take the form of compensation, termination of contracts, and enforcement of collateral provided in the agreement. In Islamic banking, the approach to penalties for default is more lenient and gradual, given Islam's principles of justice and humanity. Typical cases of breach of contract in Islamic financial institutions include late payment of installments, failure to pay outstanding obligations, and misuse of financing funds contrary to the terms of the agreement. Such cases can cause financial losses to the bank and undermine the principle of trust in Islamic contracts.²³

Fatwa DSN-MUI No. 17/DSN-MUI/IX/2000 stipulates that penalties imposed on defaulting customers should not be a source of profit for banks, but should be channeled to social activities to prevent usury. Typically, BPRS resolves defaults through deliberation, followed by a formal warning, and if that fails, penalties are imposed by the agreement. Although in extreme cases collateral may be transferred into assets for auction, this is the last resort after persuasive approaches have failed. A major challenge in handling defaults is distinguishing between pure negligence and the customer's actual inability to pay. Therefore, banks must carefully analyze the background of delays to ensure that the sanctions imposed are proportional and do not unfairly burden customers.²⁴

BPRS is an Islamic financial institution that provides financing to small and medium-sized businesses based on Islamic principles. The main functions of BPRS are to collect public funds through savings and deposits, and to

²³ Vivi Sylvia Purborini, "Penyelesaian Sengketa Akibat Debitur Wanprestasi Pada Shopee Spinjam," *MAKSIGAMA* 16, no. 2 (2022): pp. 144 - 46, <https://www.ojk.go.id/id/kanal/iknb/financial->.

²⁴ Khairunas Muhammad Prihartika dan Karimatul Khasanah, "Pertimbangan Hakim dalam Putusan Wanprestasi di Pengadilan Batang," *el hisbah* 3, no. 2 (2023): pp. 207-10, https://e-journal.uingusdur.ac.id/el_hisbah/article/view/1143.

channel them in the form of financing based on Islamic contracts, one of which is the *murabahah* contract. The presence of BPRS in Indonesia holds a strategic position as it can reach communities not served by conventional banks. As a financial institution subject to Law No. 21 of 2008 on Islamic Banking and Islamic Financial Institutions, BPRS is prohibited from engaging in activities contrary to Islamic principles, such as interest (*riba*), gambling (*maisir*), and uncertainty (*gharar*).²⁵

The most widely used financing product by BPRS is *murabahah*, due to its simple structure and ease of understanding by the public. Through this agreement, BPRS can purchase goods needed by customers and then sell them at a predetermined profit margin. This system is relatively safe because the bank knows the object of the financing. BPRS has a simpler operational structure than conventional Islamic banks, but it is still supervised by the Financial Services Authority (OJK) and the Sharia Supervisory Board (DPS). This supervision is important to ensure that all business activities carried out by BPRS remain within the corridor of law and Sharia principles. The success of BPRS in promoting economic growth among the community depends on its ability to maintain the quality of financing. One of the threats to the sustainability of BPRS operations is problematic financing, which typically occurs due to customer default.²⁶

Since Aceh Qanun No. 11 of 2018, Aceh Province has become the only region that requires all financial institutions to operate under sharia law, giving BPRS a strategic role in supporting the economy of the people and providing access to financing free of *riba*. BPRS in Banda Aceh, as an integral part of this system, offers a variety of financing options, both for consumer needs (such as vehicles and housing) and productive purposes (for micro businesses). In addition to functioning as an intermediary institution, BPRS also serves as an agent for Islamic economic outreach through the implementation of contracts compliant with Islamic law. Under the strict supervision of the Sharia Supervisory Board, every transaction conducted by BPRS is ensured to align with the principles of *fiqh muamalah*, making it the

²⁵ Junardi Junardi dan Azhari Azhari, "Analisis Potensi Bprs Terhadap Peningkatan Omset Usaha Menengah Kecil Dan Mikro (Umk) Di Kabupaten Bireuen Studi Kasus : Pt. Bprs Rahmania Dana Sejahtera," *indOmera* 1, no. 2 (Februari 2022): pp. 30-32, <https://doi.org/10.55178/idm.v1i2.201>.

²⁶ Asuan, "Penyelesaian Terhadap Debitur Wanprestasi Dalam Perjanjian Gadai," *Jurnal Untita* 18, no. 1 (Januari 2020): pp. 121 - 22, <https://jurnal.untirta.ac.id/index.php/yustisia/article/download/17088/10072>.

primary alternative for those seeking financial solutions rooted in Islamic values.²⁷

PT BPRS Taman Indah Darussalam operates in Banda Aceh, focusing on consumer and productive financing, primarily using the **murabahah** agreement, as seen in its motor vehicle financing products. The financing procedure begins with the customer's application, followed by a feasibility analysis, and culminates in executing a detailed agreement covering the sale price, margin, and tenor. The contract prioritizes transparency in the base price and margin by Sharia principles, with payments made in installments. Although late payment penalties are imposed, these funds do not constitute bank profits.

However, observations from the 2019–2021 period indicate that out of 109 motor vehicle financing transactions, 11 (approximately 10%) experienced payment difficulties, with the value of problematic financing reaching Rp147,562,286 or 2.29% of the total portfolio. Customers experiencing payment problems are classified into several categories, namely special attention (delinquency up to 90 days), non-performing (90–180 days), and doubtful (over 180 days), with no customers classified as non-performing at the time of the study.

These default problems were triggered by external factors such as a decline in customer income due to the pandemic and internal factors such as a lack of feasibility analysis. This emphasizes the need to improve the quality of human resources and risk control systems. In addition, the bank's financial statements show that murabahah receivables constitute the largest portion of productive assets, with a cumulative value of around Rp31 billion. Although the majority of receivables are classified as current (Rp15.9 billion), there are significant problem receivables, including non-current (Rp2.5 billion), doubtful (Rp515 million), and non-performing (Rp1.2 billion). This data indicates potential risks that need to be addressed effectively.

Total productive assets, consisting of *murabahah* receivables, profit-sharing financing, and funds placed with other Islamic banks, amounted to more than Rp66,117,647,967, indicating that murabahah agreements play a strategic role in supporting the institution's liquidity and profitability. The category of non-performing and doubtful financing is one of the important

²⁷ Aska Asnul dan Bustamam Bustamam, "Analisis Restrukturisasi Pembiayaan Murabahah Bermasalah Akibat Pandemi Covid-19 Di Bprs Mustaqim Banda Aceh," *Jurnal Ilmiah Mahasiswa Ekonomi Akuntansi* 8, no. 1 (Februari 2023): pp. 128–30, <https://doi.org/10.24815/jimeka.v8i1.22810>.

indicators that must be continuously monitored, given its contribution to potential losses and the need for adequate risk provisioning. This reflects that the risk of default in *murabahah* agreements has the potential to significantly impact the bank's cash flow stability, especially when linked to the high volume of motor vehicle financing funded through this scheme.²⁸

One of the main challenges based on the data described above is the increase in non-performing loans due to the inability of some customers to meet their installment obligations. This directly impacts the bank's cash flow and the level of profitability obtained from the *murabahah* margin. Another challenge lies in the initial assessment of financing eligibility. Banks sometimes fail to identify potential risks related to customer character, repayment capacity, or compliance with payment schedules. Weak monitoring systems result in delays in detecting early signs of default.²⁹

Banks face a dilemma between strictly enforcing contract terms and maintaining good customer relations. Aggressive collection efforts risk damaging the institution's reputation, while a lenient approach may exacerbate the condition of non-performing loans. Another challenge arises from internal regulations that are still inflexible in adapting restructuring schemes to the actual conditions of customers. When customers experience *force majeure*, such as job loss or natural disasters, banks often lack specific protocols to anticipate such conditions.³⁰

PT BPRS Taman Indah Darussalam implements a step-by-step approach in handling defaulting customers. The first step is a persuasive approach through consultation between the bank and the customer to reach an amicable solution. If this fails, the bank sends a formal legal warning letter. If the demand letter is ignored, the bank refers to Article 9 of the *murabahah* agreement, which provides the basis for imposing late payment penalties. The penalty is calculated using the formula: 0.00069 multiplied by the installment amount, then multiplied again by the number of days overdue. However, the

²⁸ Documentation data in the form of financial reports from PT BPRS Taman Indah Darussalam.

²⁹ Marselo Valentino dan Geovani Pariela, "Wanprestasi Manajer Investasi Terhadap Investor Reksadana," *SASI* 23, no. 2 (Desember 2017): pp. 133, <https://fhukum.unpatti.ac.id/jurnal/sasi/article/view/100>.

³⁰ Nur Azza Morlin Iwanti dan Taun, "Akibat Hukum Wanprestasi Serta Upaya Hukum Wanprestasi Berdasarkan Undang-Undang Yang Berlaku," *Jurnal Ilmu Hukum* 6, no. 2 (Desember 2022): pp. 34 - 49, <https://ejournal.stihawanglong.ac.id/index.php/juris/article/view/601>.

funds from the penalty are not recorded as bank income but are channeled for social purposes by Sharia principles.

The bank offers *rescheduling* (rescheduling of payments), *reconditioning* (changes to financing terms), or *restructuring* (total restructuring of agreements) according to the customer's actual capabilities. This measure is taken to prevent more detrimental loan defaults. Other solutions include strengthening customer education on contractual obligations and maintaining trust. This education is provided at the time of contract signing and throughout the repayment period with a personalized approach.

Based on the findings and actual data processing, it was found that the default committed by customers in the murabahah agreement at PT BPRS Taman Indah Darussalam directly impacted the financial stability and reputation of the institution. When customers did not fulfill their installment obligations according to schedule, the bank experienced difficulties maintaining a healthy cash flow and was hampered in expanding financing to other customers. Another implication is the increase in operational costs associated with managing problematic loans. The bank must allocate additional resources for monitoring, collection, and legal resolution processes regarding defaulting customers. This can reduce efficiency and decrease the net income derived from the murabahah profit margin in the long term.

Cases of default in financial institutions reflect customers' weak awareness of maintaining the contract's trust. Although there are legal clauses for settlement and penalties, the sharia-based approach emphasizes the principles of consultation and justice, which are often difficult to implement in practice if customers are uncooperative. This uniquely challenges maintaining harmony between sharia ideals and operational realities. The author believes the initial creditworthiness assessment system still requires strengthening, particularly regarding customer character and economic stability. An overly lenient selection process can increase the risk of default in the future. Therefore, there is a need for integration between legal approaches, risk information systems, and Islamic financial literacy for the public.³¹

C. Review of *Murabahah* Contracts in relation to Default on Motorcycle Financing at PT BPRS Taman Indah Darussalam

³¹ Abdul Aziz Yasarman, "Wanprestasi Perjanjian Sebagai Tindak Pidana Penipuan," *Jurnal Ilmiah Publika* 10, no. 2 (Desember 2022): pp. 553, <https://ejournalugj.com/index.php/Publika/article/view/8079/3172>.

Murabaha contracts in Islamic banking require transparency, honesty, and fairness between the bank and the customer. In the context of motor vehicle financing at PT BPRS Taman Indah Darussalam, this contract is the backbone of the consumer financing scheme. When a customer defaults, the spirit of the *murabahah* contract is often tested, both in terms of implementation and adherence to sharia principles.³² The default problems indicate a discrepancy between theory and practice. *Murabahah* should be carried out with a strong commitment from the customer to the agreed installment obligations. Failure to fulfill these obligations violates the contract under positive law and undermines the values of trust and justice in Sharia. *Murabahah*, by its very nature, views default as a serious breach that must be addressed wisely.³³

Murabahah is not merely interpreted as a business agreement but as a moral obligation rooted in Islamic values. The approach taken by banks to resolve defaults, such as rescheduling, summons, and granting tolerance, reflects efforts to uphold the spirit of public interest and social justice contained in the contract. This contract also embodies the value that every transaction must provide balanced benefits and that no party should be unduly disadvantaged. When a breach occurs, the loss is not only borne by the bank in the form of cash flow disruption, but also by the customer in the form of psychological pressure and potential credit reputation damage.

Breach of contract in a *murabahah* agreement has a strong theological basis, namely the words of Allah SWT in QS. Al-Maidah verse 1: "*O you who believe, fulfill your covenants!*". This verse serves as the normative basis that every contract agreed upon, including *murabahah* contracts, must be upheld. This indicates that contracts in Islam are not merely business agreements, but also moral and spiritual contracts that carry great responsibility before Allah SWT. Therefore, breach of contract is considered a violation of *amanah* and has moral consequences, not just administrative ones. This verse strengthens the foundation for Islamic financial institutions to address contract breaches. Thus, handling breach of contract should not focus solely on recovering

³² Nasrulloh, "Pembiayaan *Murabahah* dalam Perbankan Syariah," *Manajemen dan Bisnis* 3, no. 2 (November 2004): pp. 97 - 98, <https://media.neliti.com/media/publications/258490-pembiayaan-murabahah-pada-perbankan-syar-5a374a06.pdf>.

³³ Umami Kalsum dan Eka Rizky Saputra, "Penyertaan Akad Wakalah pada Pembiayaan *Murabahah* (Studi Di BNI Syariah Cabang Kendari)," *Li Falah: Jurnal Studi Ekonomi dan Bisnis Islam* 1, no. 1 (2016): pp. 3 - 4, <https://ejournal.iainkendari.ac.id/index.php/lifalah/article/view/471>.

material losses but must also prioritize educational, preventive, and corrective measures.

The key elements of a *murabahah* agreement include the object of the transaction, the cost price, the profit margin, and the clarity of payment terms. In the context of motor vehicle financing, PT BPRS Taman Indah Darussalam needs to design a default resolution strategy that addresses the moral development of customers, rather than merely imposing administrative penalties and fines. All these elements have been formally implemented. However, cases of default indicate that the implementation of financing elements needs to be strengthened with additional provisions such as customer character assessment and post-loan monitoring.³⁴

One of the important provisions in *murabahah* is the requirement that the seller (bank) own the goods before selling them to the customer. This ensures the validity of the contract. Purchasing goods from a dealer and then reselling them to the customer legally fulfills this requirement. Another important provision is the contract's requirement to be clearly and openly recorded. In a *murabahah* agreement, the principal amount, margin, and tenor must be explicitly stated. This serves as the basis for avoiding disputes in the future and can serve as a legal tool in the event of default.

In principle, the *murabahah* contract is suitable for financing a motor vehicle purchase at PT BPRS Taman Indah Darussalam. This contract offers a clear and transparent transaction structure that aligns with Islamic banking requirements. However, some aspects of the agreement's implementation do not align with on-the-ground realities. The primary discrepancies lie in the initial stages, namely the bank's purchase of the goods, price determination, and documentation in the agreement. All these procedures are consistent with the principles of *murabahah*. Additionally, the presence of a mutually agreed-upon margin demonstrates fairness in determining profits.³⁵

Many default cases are not detected early due to weak monitoring systems and a lack of proactive post-credit approaches, which contradicts the value of *murabahah*, which prioritizes blessings in *muamalah* relationships.

³⁴ Nahara Eriyanti, "Top Up of Ongoing *Murabahah* Financing for Customers of Astra Credit Companies (ACC) Banda Aceh from The Perspective of Sharia Economic Law," *Tawazun: Journal of Sharia Economic Law* 7, no. 2 (2024): pp. 275 - 77, <https://doi.org/10.21043/tawazun.v4i1>.

³⁵ Siti Patimah, Pascasarjana Uin, dan Raden Intan Lampung, "Implementation Of Customer Service Standards At Pt. Bprs Bandar Lampung And Pt. Srb Metro Madani," *Balance: Jurnal Ekonomi* 15, no. 2 (Desember 2019): pp. 305, <https://journal.unismuh.ac.id/index.php/jeb/article/view/3476>.

Additionally, the overly administrative handling of defaults often overlooks spiritual development aspects, despite the murabahah agreement requiring integrity and commitment. Another weakness is the initial customer selection process, which is not sufficiently stringent.

To address the default issues at PT BPRS Taman Indah Darussalam, this contract approach must be strengthened by integrating legal, educational, and spiritual aspects. The bank needs to establish a more comprehensive customer eligibility evaluation system, considering character, economic capacity, and Sharia commitment as the "frontline defense" in preventing problematic financing. Additionally, the bank can implement regular mentoring programs, both financial and moral, and provide sharia-based financial consultation services as a form of loyalty. Thus, the murabahah contract can be maximized as a fair, transparent, humane financial solution.³⁶

Strengthen the provisions of murabahah agreements related to penalty clauses, restructuring, and a proportional legal approach. The application of penalty policies must be transparent, non-exploitative, and focused on public interest aspects. Banks may also establish sharia-based risk mitigation units tasked with monitoring, analyzing, and responding to early signs of default to prevent them from escalating into serious non-. With this approach, *murabahah* contracts are not merely transactional tools but also serve as a vehicle for Islamic economic outreach, fostering healthy financial relationships rooted in sharia principles.

D. Analysis of Default in Motorcycle Financing at PT BPRS Taman Indah Darussalam According to Civil Law

The Civil Code (KUHPerdara) is the primary source of positive law in Indonesia governing breach of contract. Article 1238 of the Civil Code states: *"A debtor is deemed to be in default if he has been declared in default by a written order or similar document, or if the time specified for the performance of his obligation has expired."* In the context of BPRS financing, this provision serves as the legal basis for the bank to issue a demand letter or warning notice to customers who are delinquent in their installment payments.³⁷

³⁶ Edi Santoso dan Riawan Riawan, "Strategi Pemasaran Produk Bank Pembiayaan Rakyat Syariah (BPRS) Pada BPRS Mitra Mentari Sejahtera Ponorogo," *Jurnal Ilmiah Ekonomi Islam* 3, no. 03 (November 2017): pp. 157, <https://doi.org/10.29040/jiei.v3i03.111>.

³⁷ Yulius Effendy dan Anggawira Anggawira, "Bentuk Pertanggungjawaban Hukum Pihak yang Wanprestasi dalam Perjanjian Berdasarkan Kitab Undang-Undang Hukum Perdata," *FOCUS* 6, no. 1 (Februari 2025): pp. 92 - 102, <https://doi.org/10.37010/fcs.v6i1.1902>.

Article 1243 of the Civil Code contains provisions regarding the creditor's right to claim compensation. This article reads: "*Compensation for costs, losses, and interest arising from the failure to fulfill an obligation becomes enforceable if the debtor, after being declared in default, still fails to fulfill the obligation.*" This provision provides legal legitimacy for BPRS to claim compensation for financial losses resulting from a customer's breach of contract. Article 1338 of the Civil Code guarantees freedom of contract by stating that all agreements made by law are binding as law upon the parties who made them. This principle binds the murabahah agreement as a valid contract that must be complied with by both the bank and the customer. This means that all clauses in the murabahah agreement, including those regarding penalties and rescheduling, have a legally binding force.³⁸

Law No. 21 of 2008 on Islamic Banking is also relevant as it provides a specific legal framework for Islamic financial institutions conducting financing agreements. Article 55 of the aforementioned Law states: "*The court shall conduct dispute resolution within the religious court system, or through alternative dispute resolution.*" Breach of contract is not only subject to the Civil Code but also to the dispute resolution provisions of the religious court system or Islamic arbitration, if agreed upon.³⁹

The regulation of legal obligations and responsibilities of customers who fail to fulfill their obligations on time is a significant issue at PT BPRS Taman Indah Darussalam. This default issue is relevant due to the high level of murabahah-based consumer financing, which can potentially create credit risk for Islamic financial institutions. In practice, default often involves delays or customers' inability to make regular installments, which imposes financial and administrative burdens on the bank. Another equally important issue is the adequacy of the bank's mechanisms for enforcing its rights under applicable civil law, particularly regarding the proof of negligence and the execution of security rights.

There is a legal question regarding whether banks' actions in granting payment grace periods, rescheduling, or imposing penalties have strong legal legitimacy based on civil agreements and the provisions of Law No. 21 of 2008

³⁸ Syaiful Badri, Pristika Hndayani, dan Tri Anugrah Rizki, "Ganti Rugi Terhadap Perbuatan Melawan Hukum Dan Wanprestasi Dalam Sistem Hukum Perdata," *Jurnal USM Law Review* 7, no. 2 (2024): pp. 975–80, <https://doi.org/10.26623/julr.v5i1.4254>.

³⁹ Muhammad Fadillah Ulhad dan Maria Amelia, "Konsep Hukum Pada Gugatan Kasus Perdata Wanprestasi Akibat Kredit Macet," *Jurnal Konstruksi Hukum* 4, no. 2 (2023): pp. 125–30, <https://doi.org/10.55637/jkh.4.2.6108.125-130>.

on Islamic Banking. This is important to ensure that such actions do not violate the principles of legal certainty and contractual justice.

Civil law views default not solely as a result of customer negligence, but also as a result of *force majeure* that affects the ability to pay. The existence of *force majeure* is often used as a justification for delaying the fulfillment of obligations, thus requiring careful verification. The legal issues arising in this context revolve around the validity of actions taken to address breach of contract, as well as the protection of the rights and obligations of the parties involved in the murabahah agreement.⁴⁰

Customer default on motorcycle financing loans at PT BPRS Taman Indah Darussalam generally takes the form of repeated late payment of installments. Under Article 1238 of the Indonesian Civil Code, such delays constitute grounds for the bank to declare the debtor in default, following the issuance of a formal notice or warning. This procedure is important as a valid administrative step before imposing sanctions. Collection actions through warning letters and the imposition of non-commercial penalties are consistent with the principles of civil law, as they constitute persuasive measures before the more stringent enforcement of rights. This demonstrates the bank's efforts to uphold the principle of contractual fairness guaranteed by Article 1338 of the Civil Code.

Rescheduling and granting relief to customers with *force majeure* reasons creates a dilemma between compliance with agreements and protecting the rights of debtors acting in good faith. Article 1243 of the Civil Code provides room for granting a grace period if the reasons for the delay can be objectively justified. In principle, the existence of late payment penalty clauses and the right to enforce collateral aligns with contractual freedom. However, the effectiveness of these sanctions is still influenced by the consistency of internal oversight, the accuracy of customer eligibility analysis, and the bank's firmness in enforcing contracts to prevent recurring problematic financing. Breach of contract in motorcycle financing at PT BPRS Taman Indah Darussalam can be categorized as a contractual violation with civil law

⁴⁰ Alfiatur Rahmah, "Wanprestasi Anggota Credit Union Pada Perjanjian Pinjam Meminjam Dalam Tinjauan Hukum Perdata Dan Hukum Ekonomi Syariah," *LAW Journal of Shariah Economic Law Faculty of Shariah IAIN Pontianak* 2, no. 1 (2022): pp. 159, <https://ejournal.iainptk.ac.id/index.php/al-aqad/article/view/516>.

consequences; however, its resolution still requires a balance between legal, ethical, and humanitarian considerations.⁴¹

According to the author, banks have legal legitimacy to claim compensation under Article 1243 of the Civil Code if the debtor fails to fulfill their obligations after being given a proper and official warning. Banks can also handle default through summons, rescheduling, enforcement of obligations, and execution of collateral by civil law provisions and the principle of freedom of contract in Article 1338 of the Civil Code. However, in practice, the effectiveness of legal sanctions is still influenced by the level of customer compliance, the quality of bank supervision, and the presence of *force majeure circumstances* requiring proportional policies.

CONCLUSION

Based on the analysis results, it can be concluded that implementing murabahah contracts in motor vehicle financing at PT BPRS Taman Indah Darussalam is generally done by sharia principles, particularly in terms of price transparency and margin agreements. However, practices in the field indicate serious challenges due to customer default, which has implications for financial stability and contract sustainability. Although the measures taken have reflected the principles of fairness and consultation, weaknesses in the customer selection process, limited Islamic financial education, and the absence of a robust risk mitigation system indicate that the implementation of the agreement still requires strengthening from administrative, spiritual, and systemic perspectives to achieve fair and sustainable financial relationships.

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⁴¹ Yudha Andrianto dan Dwi Sisbiantoro, "Upaya Hukum Terhadap Konsumen Perumahan Atas Wanprestasi Yang Dilakukan Oleh Developer (Pt. Anugerah Agung Pratama)," *KLASULA* 1, no. 1 (April 2022): pp. 75–80, <https://ejournal.uniska-kediri.ac.id/index.php/klausula/article/view/2366>.

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