

THE APPLICATION OF HYBRID CONTRACT SYSTEM IN GALA BANK FINANCING ACCORDING TO FIQH MUAMALAH: A STUDY ON KSPPS BAITUL QIRADH ABDYA, INDONESIA

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Abstract

Bank Gala is a product of KSPPS Baitul Qiradh Gala in Abdya district of Aceh, which supports local farmers by offering profit-sharing loans through two contract financing systems. This study addresses the legality of the two-contract system implementation in the financing scheme. The study uses a qualitative method, with primary and secondary data from interviews, observations, and documentation. The results show that, first, provisions and practices for implementing the two-contract system in sharia financing at KSPPS Baitul Qiradh Gala Muamalah are based on the company's provisions and the fatwa. Second, the Acehnese Ulama argue that the two-contract system's application to sharia financial institutions is the same as the Indonesian ulama's opinion: the system is permissible as long as the two contracts complement or perfect each other, which is Islamic. Third, the Islamic economic law perspective on implementing the two contracts for Bank Gala financing at KSPPS is based on its provisions, with the benefit of combining the two contracts, there is a principle of risk sharing between the customer and the cooperative, mutual help, and can be Investment can benefit both parties by sharing profits and other benefits.

Keywords: Bank Gala, Financing, Fikih Muamalah and hybrid contract

Abstrak

Bank Gala merupakan produk dari KSPPS Baitul Qiradh Gala di Kabupaten Abdya, Aceh, yang mendukung petani lokal dengan menawarkan pinjaman bagi hasil melalui sistem pembiayaan dua akad. Penelitian ini membahas legalitas penerapan sistem dua akad dalam skema pembiayaan tersebut. Penelitian ini menggunakan metode kualitatif, dengan data primer dan sekunder dari wawancara, observasi, dan dokumentasi. Hasil penelitian menunjukkan bahwa, pertama, ketentuan dan praktik penerapan sistem dua akad dalam pembiayaan syariah di KSPPS Baitul Qiradh Gala Muamalah didasarkan pada ketentuan perusahaan dan fatwa. Kedua, Ulama Aceh berpendapat bahwa penerapan sistem dua akad pada lembaga keuangan syariah sama dengan pendapat ulama Indonesia, yaitu boleh selama kedua akad tersebut saling melengkapi atau menyempurnakan dan sesuai dengan

syariat Islam. Ketiga, perspektif hukum ekonomi syariah terhadap penerapan dua akad pada pembiayaan Bank Gala di KSPPS adalah sesuai dengan ketentuannya, dengan adanya manfaat dari penggabungan dua akad tersebut, terdapat prinsip pembagian risiko antara nasabah dan koperasi, saling tolong menolong, dan dapat menjadi investasi yang dapat menguntungkan kedua belah pihak dengan berbagi keuntungan dan manfaat lainnya.

Kata kunci: Bank Gala, Fikih Muamalah, Pembiayaan, Sistem Dua Akad

INTRODUCTION

Over time, Islamic financial institutions, namely Islamic cooperatives, have been in great demand. Islamic cooperatives are motivated by the prohibition of usury (interest). Islam considers usury a bad element that damages society economically, socially, and morally.¹ Therefore, the Quran prohibits Muslims from giving or eating usury. Islamic financial institutions with a profit-sharing system are designed to foster togetherness in bearing business risks and sharing business results between fund owners who deposit their money in the institution as fund managers, and people who need funds, who can be fund borrowers or business managers.²

Sharia cooperatives are steady, democratic, autonomous, participatory, and social-oriented economic businesses whose operations are based on moral principles, considering halal and haram. They are businesses carried out according to Sharia. This cooperative's establishment is to meet its members' needs at relatively cheaper prices, provide convenience for members who need business capital, and offer benefits to its members.³

Sharia Savings and Loan and Financing Cooperative (KSPPS) is a non-bank financial institution (NBFI) that operates under the Sharia system. Its business activities include savings, loans, and financing according to Sharia principles, including managing zakat, infaq/sedekah, and waqf.⁴

¹ Panji Adam, "LEGISLASI HUKUM EKONOMI SYARIAH: STUDI TENTANG PRODUK REGULASI HUKUM EKONOMI SYARIAH DI INDONESIA," *Tahkim (Jurnal Peradaban Dan Hukum Islam)* 1, no. 2 (2018), <https://doi.org/10.29313/tahkim.v1i2.4105>.

² Saifullah Ali, Zalva Amalia, and Yusriaina Yusuf, "THE APPLICATION OF MURABAHAH CONTRACTS IN THE INSTALMENT SERVICES OF DHUFA PARTNER COOPERATIVES IN INDONESIA," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (November 17, 2023): 119-43, <https://doi.org/10.1234/JURISTA.V7I2.70>.

³ Mohammad Ridwan Ridwan, "Aturan Hukum Lembaga Keuangan Mikro Syariah (Bmt Dan Koperasi Syariah) Beserta Akad Akadnya," *At-Tasyri': Jurnal Hukum Dan Ekonomi Syariah* 3, no. 2 (2023), <https://doi.org/10.55380/tasyri.v3i2.401>.

⁴ Ascarya Ascarya, Ugi Suharto, and Jardine A. Husman, "Proposed Model of Integrated Islamic Commercial and Social Finance for Islamic Bank in Indonesia," *Eurasian Economic Review* 12, no. 1 (2022), <https://doi.org/10.1007/s40822-022-00201-z>.

A savings and loan cooperative is a type of cooperative whose activities collect funds from its members and channel the funds back to them. In carrying out its activities, savings and loan cooperatives collect a certain amount of money from each member. The money collected by the members is then used as capital to be managed by the cooperative management and lent back to members in need.

Islamic Cooperatives also have many contracts that must be used in each product, where the selection of contracts is adjusted to customers' needs, but must remain according to Sharia principles. Islamic financial institutions commonly collect two or more contracts in one agreement or transaction. The understanding of a contract name practised in Islamic finance differs significantly from that in Muamalah Fiqh. For example, the *murâbahah* product in Islamic banking combines the *murâbahah* contract and the *wakâlah* contract. In every transaction, these contracts are carried out simultaneously, or at least each contract contained in a product cannot be abandoned, because they are all one unit. Such transactions in this paper are termed *hybrid contracts* or what, in contemporary fiqh muamalah terminology, is called *al-'uqûd al-murakkabah*.⁵

Most scholars allow hybrid contracts, but not all forms of hybrid agreements are permitted. Certain limitations and conditions allow specific hybrid contracts. These limits and conditions are intended to maintain the objectives of Shariah in muamalah and prevent hybrid agreements from being used as a tactic for prohibited economic activities. Some opinions that allow *hybrid contracts* differ in determining the limits and conditions for using multiple contracts (using more than one contract). Among scholars, some agree and disagree regarding these limitations. This is not without reason, but because of the lack of studies that explain the multi-contract (*hybrid contract*) in terms of allowing or prohibiting it.⁶

KSPPS Baitul Gala Muamalah in Abdya has a product called Bank Gala. In this product, two contracts are used in financing, namely the *Rahn* contract for pawning and the *Mudharabah* contract for profit sharing, according to the agreement determined by the cooperative, and how much the instalments paid will be determined according to the condition of the farmer's rice fields. Because in disbursing the financing funds using more than one contract,

⁵ Akbar. C et al., "MANAJEMEN RISIKO DI PERBANKAN SYARIAH," *Milkiyah: Jurnal Hukum Ekonomi Syariah* 1, no. 2 (2022), <https://doi.org/10.46870/milkiyah.v1i2.230>.

⁶ Wahyu Akbar et al., "Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia," *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (June 30, 2024): 1-12, <https://doi.org/10.30984/JIS.V22I1.2611>.

KSPPS Baitul Gala Muamalah applies a two-contract system. Using one contract for the Rahn contract is allowed in the Gala Bank product. Still, the cooperative will experience a loss because in the SOP of Qiradh Bank Gala muamalah in the *rahn* contract, the cooperative does not take a penny of profit. The cost of depositing collateral cannot be considered in the *Rahn contract because the collateral is not an item*, but what is pledged responsibly is a document (Deed or SHM). Therefore, KSPPS uses the advice set by DPS KSPPS Baitul Qiradh Gala Muamalah, namely the use of two contracts, the *rahn* (pawn) contract and the *mudharabah* (profit sharing) contract, to get profit. The necessity of using these two contracts is part of the SOP of Baitul Qiradh Gala Muamalah.

Several studies are relevant to this article, including: *First*, Rahmi Pratiwi entitled "Hybrid contract formulation as an alternative to agricultural financing in Islamic Banks." In this study, the author explains that the Akad used in agricultural financing by Bank Muamalat and BPRS SAFIR is a murabaha contract. This agreement is used to finance goods, tools, or plant seeds that support the farm business itself, and the customer will pay the Islamic bank in monthly instalments with a margin set by the Islamic bank according to the agreement with the customer. According to the author's analysis, the murabahah contract is inappropriate for the agricultural sector. The right *contract* to be used in the farming sector is a profit-sharing-based contract, such as *muzara'ah* or *mukhabarah*. Therefore, the author recommends a *hybrid* contract that combines several contracts. In this case, the combined contract is the Bai al-Wafa contract with the Muzara'ah and Mukhabarah contracts. The law of *hybrid contracts* is valid and permissible, not prohibited and cancelled, as long as no legal argument prohibits or cancels it.⁷

Second, Ali Amin Isfandiar entitled "Analysis of Fiqh Muamalah on Hybrid Contract Model and its Application in Islamic Financial Institutions" in this study the author explains that the construction of hybrid contract models in Islamic banks adheres more to (1) the construction of *al-'uqûd al-mutaqâbilah* (dependent or conditional contracts), namely multiple contracts in the form of a second contract responding to the first contract, where the perfection of the first contract depends on the perfection of the second contract through a reciprocal process. This construction in Islamic banks is implemented in Bank Guarantee (BG) products, and (2) construction *al-'uqûd al-murakkabah al-mutajânisah* (similar contracts), namely contracts that may be

⁷ Akbar. C et al., "MANAJEMEN RISIKO DI PERBANKAN SYARIAH."

collected in one contract, without affecting the law and legal consequences. This type of multi-contract may consist of one kind of contract or several types.⁸

Third, Selamat Hertanto, et al entitled "The Concept of Hybrid Contract in Indonesia in the Perspective of Fatwa DSN-MUI." In this study, the author explains that a Hybrid contract is an agreement between two parties to carry out a muamalah, which includes two or more contracts. The permissibility of *hybrid agreements* is based on the principle that the original law of muamalah is permissible. In general, the limitations agreed upon by the scholars regarding several criteria for *hybrid* contracts to be acceptable in sharia, namely not what is prohibited in the nash, not being a means to something haraam, not being used as a hilah (stratagem) to take usury by other means, and not being included in the opposite contracts. Fatwa DSN-MUI regarding *hybrid contracts* in Islamic financial products in Indonesia, namely *mudharabah musytarakah*, *musyarakah mutanaqisah*, *musyarakah muntahiyah bi al-tamlik*, and *al-ijarah al-muntahiyah bi al-tamlik*.⁹

Fourth, Astrina entitled "Multi Akad (*Al-Uqud Al-Murakkabah*) and its Application in Islamic Banks from the Perspective of Fiqh Muamalah." In this study, the author explains multiple contracts and their application in Islamic banks from the perspective of Fiqh Muamalah. From the study results, it can be seen that this multi-contract is allowed because its provisions are based on Sharia. The multi-contract application in Islamic bank products is: Multi-contract in IMBT, Multi-contract in property financing (MMQ), Multi-contract in takeover financing, and Multi-contract in Islamic bonds. The application of multiple contracts in Islamic bank services is: a). Multi-contract in Sharia card, b. Multi-contract in sharia pawn, c). Multi-contract in Sharia current account financing.¹⁰

⁸ Virginia Nur Rahmanti, "MENGAPA PERBANKAN SYARIAH MASIH DISAMAKAN DENGAN PERBANKAN KONVENSIONAL?," *IMANENSI: Jurnal Ekonomi, Manajemen Dan Akuntansi Islam* 1, no. 1 (2019), <https://doi.org/10.34202/imanensi.1.1.2013.62-74>.

⁹ Alif Cahya Setiyadi, Sakiinah Binti, and Mohammad Aris, "ANALYSIS OF THE PERMISSIBILITY OF BAI' AL-'INAH TRANSACTIONS ACCORDING TO THE SHAFI'I SCHOOL OF THOUGHT AND ITS IMPLEMENTATION IN MALAYSIA," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (November 21, 2023): 144-64, <https://doi.org/10.21111/tsaqafah.v8i2.27>.

¹⁰ Wahyu Akbar et al., "Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia," *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (June 30, 2024): 1-12, <https://doi.org/10.30984/JIS.V22I1.2611>.

Fifth, Rendi Purnianto entitled "Application of multi-contracts in sharia cooperatives adil sejahtera rumbia in the perspective of fiqh muamalah." In this study, the author explains that there are differences of opinion among scholars regarding whether or not multi-contracts are allowed in the application of multi-contracts. With this difference of opinion, the scholars' opinion is that the multi-contract that has been running in the fair sharia cooperative is permitted. The contracts that can be combined in this cooperative are only *murabahah lil amir bi ash-syira* or a combination of a *murabahah contract with a wakalah contract*, or *murabahah bil wakalah*. The multi-contract practice carried out by the Adil Sejahtera Islamic cooperative still has shortcomings. When members want to do a *murabahah bil wakalah* contract, and the goods they want are unavailable, the adil sejahtera Islamic cooperative gives money to buy them, noting that the member provides proof of purchase.¹¹

Based on the literature review above, there are very significant differences in the research conducted by the author regarding the type of problem to be discussed and the research subject used. This study focuses more on the use of a two-contract system in Gala Bank financing that occurs at Baitul Qiradh Gala Muamalah in Abdya Regency; the author wants to see and examine whether the practice follows Sharia provisions that do not contain elements of *maysir*, *gharar*, and usury.

RESEARCH METHODS

In this study, the authors used qualitative research to explain how data were collected from field data documents and interview results, to find the correct information without fraud.¹² Qualitative research is used to select natural object conditions that develop as researchers do not manipulate them, and the presence of researchers does not affect the dynamics of the object. The researcher is the instrument whose function is to determine the research focus, have informants or respondents as data sources, conduct data collection, assess data quality, analyse data, interpret data, and draw conclusions. To obtain accurate information/data for this research, the data sources used by

¹¹ Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 5, no. 2 (December 30, 2024): 288-308, <https://doi.org/10.22373/AL-MUDHARABAH.V5I2.6545>.

¹² Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

this researcher can be divided into Primary and secondary data sources. The data collection techniques used are interviews, documentation, and observation to obtain data on the problems in this study. In this study, the authors used a qualitative method that describes the data in writing without any numbers or *statistics*. Data processing can be done by collecting data related to research, reading, reviewing, and recording the data collected, classifying the data, and drawing conclusions.

RESULTS AND DISCUSSION

A. Implementing the Two-Account System in Sharia Financing at KSPPS Baitul Qiradh Gala Muamalah (Bank Gala) Abdya Regency

The provisions for applying the *ar-rahn* contract system differ from the mudharabah contract's application. In a *real* contract, this contract aims to give the lender more trust in the debtor. The maintenance and storage of the pledged goods is essentially the obligation of the pledging party (*rahn*), but it can also be done by the party receiving the pledged goods (*murtahin*), and the *rahn* must bear the costs. The amount of this fee should not be determined based on the loan amount. In *Rahn*, the pledged goods do not automatically become the property of the receiver (the lender) instead of the debtor. In other words, the function of the *rahn* in the hands of *the murtahin* (debtor) is only to guarantee the debt of the *rahn* (debtor). However, the pledged goods still belong to the debtor.

Both parties, namely farmers who later became customers or *rahn* and Bank Gala Cooperative or creditors called *murtahin*, agreed on several important points as outlined in the agreement or *ar rahn* contract, which included the amount of the loan, the type of property that was mortgaged, complete with the identity of the ownership document that the customer mortgaged to the cooperative as *marhun bih*. In addition, the contract also contains the terms of the pawn financing. In banking, the financing period is referred to as "tenor". The pawn period starts from a tenor of 1 (one) harvest to a tenor of 5 (five) harvests. The tenor of one rice harvest, if seen conservatively in the Southwest Aceh District, can reach a time of 6 months and five harvests for 2.5 years.

In the *Rahn* contract, the customer is obliged to return the loan funds by making instalments to the Bank Gala cooperative according to the total amount of loan funds and the tenor agreed upon at the beginning of the contract. The amount of instalments deposited with Bank Gala is the principal loan instalment and is not paid more. The customer only returns the loan

according to the amount of funds from the Rahn financing facility that the Gala Bank previously gave.¹³

In contrast, in the provisions of mudharabah contract financing, funds are given to customers who have special skills and experience in their fields, but these customers do not have the capital to do business; in other words, the customer only has skills. In contrast, the capital is 100% from the Gala Bank. Like the *Rahn* financing contract, implementing the mudharabah system financing contract only occurs after an agreement between Bank Gala and the customer. Although each contract stands alone, these two contracts are an inseparable unit in financing the Gala Bank programme at KSPPS Baitul Qiradh Gala Muamalah.¹⁴

Based on the author's analysis, the provisions applied in the two contracts used by the Gala Bank Cooperative are by the practices applied, because they are by Fatwa of the National Sharia Council (DSN) No. 25/DSN-MUI/III/2002 concerning *Rahn* financing, which explains that the function of the *rahn* contract is as debt collateral for the Gala Bank Cooperative. While by DSN-MUI Fatwa Number: 07/DSN-MUI/IV/2000 concerning *Mudharabah* Financing (*Qiradh*), it is by the provisions applied in the field, namely funds provided by KSPPS Baitul Qiradh Gala Muamalah (Bank Gala) to customers to be used as capital in working on rice fields with the terms of profit sharing from the nisbah (net profit) with a percentage of 80% for customers and 20% for Bank Gala.¹⁵

The loan period is by what has been agreed upon, namely, every harvest season, and if there is a crop failure, the loss will be borne together. However, suppose the loss is caused by the customer's negligence in managing the rice fields, so the rice production is not as expected. In that case, the customer must still initially pay according to the agreement. From the explanation above, the author can conclude that the application of the financing system of the two contracts is interrelated, where the results and

¹³ Ahmad Luqman Hakim and Irfa Munandar, "THE LEGALITY OF MURABAHAH CONTRACTS SYSTEM IN ISLAMIC FINANCING INSTITUTIONS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (2023): 24–36, <https://doi.org/10.1234/JURISTA.V7I1.66>.

¹⁴ Uswatun Hasanah, Rahmat Hidayat, and Muhammad Zali, "Penerapan Akad Ijarah Pada Pembiayaan Multi Jasa Dalam Perspektif Hukum Islam," *Journal of Science and Social Research* 6, no. 2 (2023).

¹⁵ Rahmad Kurniawan, Nur Asnawi, and Chairul Fahmi, "Juridical-Philosophical Review of the Position of Sharia Compliance in Islamic Banking in Indonesia," *Jurnal Ilmu Hukum Tambun Bungai* 9, no. 2 (December 31, 2024): 531–45, <https://doi.org/10.61394/JIHTB.V9I2.497>.

obligations of the financing are in line (*synchronous*), so it does not violate the provisions of Islamic Law.

B. The practice of implementing the *ar-rahn* contract system and *mudharabah* contract in Bank Gala Islamic Financing

The Bank Gala programme run by KSPPS Baitul Qiradh Gala Muamalah in Southwest Aceh Regency is a breakthrough taken by the local district government to help poor farmers who often complain about their rice fields being pawned to other parties under the guise of "loan sharks" in the area, causing farmers to no longer be able to make a living because the rice fields they have to make a living have been pawned.¹⁶

Until now, KSPPS Baitul Qiradh Gala Muamalah has only one product, Bank Gala, commonly known as a rice field pawn. So, this cooperative only accepts pawns in rice fields or land pawns and does not accept pawns other than that. In practice, this cooperative uses the *Rahn* contract in the financing process and applies another contract, namely *Mudharabah*. So far, it has been more than two years since KSPPS BQ GM has been operating, and there have been no problems between the cooperative and the farming community as customers or part of the cooperative members. However, it is not uncommon for customers who default (total default) on their loans, and the amount is small. Throughout the existence of the KSPPS Bank Gala, there have been no complaints from farmers who have become customers or members of the cooperative. Farmers benefit greatly because the payment or settlement of debts is up to 5 times the harvest, and a tiny portion of profit sharing for farmers is only 20% of the harvest production. In addition, if the crop fails or is lost, the customer does not need to pay due installments during harvest. Therefore, the farmer can repay the instalment on the due date of the next harvest.¹⁷

¹⁶ Sri Wahyuni et al., "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 10, 2023): 1-23, <https://doi.org/10.1234/JURISTA.V7I1.42>.

¹⁷ Misbahul Munir Makka, Chairul Fahmi, and Jefry Tarantang, "Religiosity of Muslim Customers as a Motivation to Save at Bank Syariah Indonesia," *Kunuz: Journal of Islamic Banking and Finance* 4, no. 1 (June 30, 2024): 1-16, <https://doi.org/10.30984/KUNUZ.V4I1.838>.

C. Acehnese Ulama's opinion regarding applying the two-contract system to finance an Islamic Financial Institution.

Scholars differ in their views on the law of *hybrid contracts*. Some scholars allow them, and some do not. Scholars differ on the status of their validity. The majority of Hanafiyah Ulama, some opinions of Malikiyah Ulama, Shafi'iyah Ulama, and Hambali think that the *hybrid contract* law is valid and allowed according to Islamic Sharia. Those who allow it reason that the original law of the contract is permissible and valid, not prohibited, as long as there is legal evidence that forbids it.

The Malikiyah and Ibn Taimiyah believe that hybrid contracts are a way out and a convenience that is permissible and prescribed as long as they contain benefits and are not prohibited by religion. The basic principle is that all contracts are valid if they do not contradict religion and benefit people.

As for the Dhahiriyyah scholars, they forbid *hybrid* contracts because the original law of contracts is prohibited unless it is shown to be permissible by religion. This view is that Islam is perfect and has explained what is needed by humans. Any action not mentioned in the religious text means that it contains provisions that have no basis in religion, and this action is considered an act that exceeds the limits of religion, as stated in Surah Al-Baqarah verse 229. Therefore, this group believes that the original law of contracts is prohibited, except those declared permissible by religion. However, this opinion is considered too limiting for humans and complicates their muamalah affairs, so it is not in line with the spirit of Islamic teachings, which provides opportunities for innovation in the field of muamalah to facilitate humans in their daily lives. Because Islam is a religion that makes it easy for its servants. Although most scholars allow the practice of *hybrid contracts*, implementing them is not entirely free because they set several limits and conditions that must be considered in the practice of *hybrid agreements*. If these restrictions are violated, the hybrid contract will be prohibited.¹⁸

The opinion of the Acehnese scholars regarding the theory of the two-contract system or *Hybrid Contract* is the same as that of the scholars in general. The two-contract system used in an Islamic financial institution is allowed, but things must be fulfilled so that the contract is by Sharia. Several systems are permitted in two contracts in Islamic sharia, the conditions are that if between the first and second contracts the objectives must be the same, there must not

¹⁸ Chairul Fahmi, "The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia," [Hhttps://Doi.Org/10.1177/11771801241235261](https://doi.org/10.1177/11771801241235261) 20, no. 1 (March 8, 2024): 157–66, <https://doi.org/10.1177/11771801241235261>.

be contradictory or out of sync. as we require that the first must be reciprocal benefits, the second is the principle of helping (*Ta'awun*) for the agreement. For example, if we buy something, we require the goods to be delivered to the house, stipulating that the seller must deliver the goods directly to the buyer's home. Therefore, it is allowed because mutual assistance ensures no one is harmed.¹⁹

So, the use of the *rahn* contract and the *mudharabah* contract in this KSPPS Baitul Qiradh Gala Mumalah Islamic financial institution is allowed because this Gala Bank financing transaction does not have any contradictory elements in terms of its benefits, the benefits in the two contracts are interrelated, and if we look at it in terms of pawn goods (*rahn*), it is an item that becomes collateral that must be guarded and given to the recipient of the pawn (*Shahibul maal*). In contrast, in the case of *mudharabah*, the money given as a loan is used to help customers in terms of capital so that later there will be a profit sharing system between the customer and the gala bank and the percentage distribution will be agreed upon at the beginning so that it does not burden the customer and the nature of this *mudharabah* contract is not detrimental so that there is no principle of *gharar* and *usury* in the two contract system in financing at KSPPS Bank Gala in Abdya Regency.

D. Fiqh Muamalah Perspective on applying Two Akad on Bank Gala Financing at KSPPS Abdya Regency.

In its financing, this Bank Gala product uses a two-contract system, or the *Hybrid Contract* system, namely the *Rahn* and *Mudharabah* contracts. The two contracts are carried out in one transaction, where the *Rahn* contract is intended for the collateral of the mortgaged goods. In the *Rahn* contract, there is a *tabaruq* value to help people in need, most customers/or farming communities who need loans aim to redeem their gala or pawned rice fields.²⁰ The *Rahn* contract is very suitable for this loan purpose. In addition to redeeming the gala, the *Rahn* contract is also for consumptive and investment loan purposes. The *mudharabah* contract is a cooperation contract in which the KSPPS will provide capital. At the same time, the customer will manage

¹⁹ Nurul Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 2 (2023), <https://doi.org/10.22373/al-mudharabah.v4i2.3384>.

²⁰ Muhammad Alwi et al., "KONSEP MAQASID AS SYARIAH DALAM PERBANKAN SYARIAH," *Al-Amwal: Journal of Islamic Economic Law* 7, no. 2 (2022), <https://doi.org/10.24256/alw.v7i2.3549>.

the rice fields, and the harvest will be shared, or the mudharabah contract, in this case, is intended to be a profit-sharing system.²¹

The concept of the *Rahn* contract in this financing is a contract for the storage of collateral against the mortgaged object. In this *Rahn* contract, Baitul Qiradh Gala Muamalah does not take profit or collect more payments from farmers or customers. The customer / cooperative member returns the amount of financing in this contract according to the amount of funding. This means that the customer only returns the principal instalment according to the tenor (period) of financing. The customer is obliged to return the loan funds by making instalments to the Gala Bank cooperative according to the total amount of loan funds and the tenor agreed upon at the beginning of the contract. The amount of instalments deposited with Bank Gala is the principal loan instalment and is not paid more. The customer only returns the loan according to the amount of funds from the *Rahn* financing facility that Bank Gala previously gave. If there is a delay in payment or a payment jam, KSPPS Bank Gala will provide a warning before taking further action.

The practice of *Mudharabah* in this financing is used to help farmers' capital. In the *Mudharabah* contract, Gala Bank acts as *the shahibul mal, which provides funds to acquire the customer's business capital*. Because the customers are farmers, the loan funds can be used in agricultural production facilities (saprotan), ranging from processing or ploughing rice fields, rice seeds, fertilisers, and harvesting to post-harvest costs. In this contract, farmers and Baitul Qiradh Gala Muamalah agree on the profit sharing of the capital provided by *Shahibul Maal* with a percentage of 80% for Farmers and 20% for Baitul Qiradh Gala Muamalah. In mudharabah financing, the loan period is adjusted to the *rahn* contract. For example, if in the *rahn* contract the pawn period (gala) is for five harvests in the mudharabah contract, the financing period is also the same.²²

The research results on the two-contract system (Hybrid Contract) show that the law of the *Hybrid contract* or multi-contract is allowed. This is based on scholars' opinions on hybrid contracts (two contracts), including the views of Maliki Mazhab and Imam Ibn Taymiyah from Hanbali Mazhab. This opinion is strengthened by several arguments, including the fiqh rule which states, "*The original law in muamalah is permissible until there is evidence that*

²¹ Chairul Fahmi and Peter Tobias Stoll, "Measuring WTO Approaches in Resolving Palm Oil and Biofuel Trade Disputes from Indonesia," *BESTUUR* 12, no. 2 (December 31, 2024): 172–90, <https://doi.org/10.20961/BESTUUR.V12I2.94203>.

²² Akbar. C et al., "MANAJEMEN RISIKO DI PERBANKAN SYARIAH."

prohibits it". A multi-contract can also be interpreted as an agreement between two parties to make a contract containing two or more contracts that are carried out simultaneously. So it can be said that financing the Gala Bank product at KSPPS Baitul Qiradh Gala Mumalah uses a Hybrid or multi-contract system.²³

In this case, the ulama say there are many kinds of multi-contracts, so the multi-contract used in this KSPPS is included in *Al-'Aqd Al-Mutaqabilah* (Dependent Acad / Conditional Acad), namely, multi-contracts in the form of a second contract responding to the first contract, where the perfection of the first contract depends on the perfection of the second contract through a reciprocal process, in other words, one contract depends on the other contract. In this case, the *rahn* contract responds or depends on the *mudhrabah* contract, where the *rahn* contract is a guarantee contract on the object that will be used as material for the cooperation agreement in terms of agriculture, with a profit-sharing system, where the profit-sharing has been agreed upon at the beginning of the agreement. Scholars also agree to prohibit multi-contracts. All contracts that contain buying and selling elements are not permitted to be combined with *qardh* in one transaction, such as between *ijarah* and *qardh*, *salam* and *qardh*, *sharf* and *qardh*, and so on. So, the multi-contract used in the gala bank product is not included in the sale and purchase contract, but the contract used is included in the *tabarru'* contract, so this is allowed.

So from the explanation above, we can conclude that the combination of contracts in financing on Bank gala products at KSPPS Baitul Qiradh Gala Muamalah aims to achieve a good goal and is certainly mutually beneficial between the two parties. The benefits that can be obtained from combining the two Acts are the principle of *sharing of risk* between customers and cooperatives and also the existence of mutual assistance and cooperation that can produce rewards or profit sharing between the two parties and other benefits felt by both.²⁴

According to the results of research and exposure regarding the provisions of the use of two contracts used by KSPPS Baitul Qiradh gala muamalah in Abdya Regency on Bank gala products, it can be concluded that

²³ Saifullah Ali, Zalva Amalia, and Yusriaina Yusuf, "THE APPLICATION OF MURABAHAH CONTRACTS IN THE INSTALMENT SERVICES OF DHUAFI PARTNER COOPERATIVES IN INDONESIA," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (November 17, 2023): 119–43, <https://doi.org/10.1234/JURISTA.V7I2.70>.

²⁴ Chairul Fahmi, Audia Humairah, and Ayrin Sazwa, "MODEL OF LEGAL DISPUTE RESOLUTION FOR BUSINESS CONTRACT DEFAULT," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 23, 2023): 242–63, <https://doi.org/10.22373/JURISTA.V7I2.228>.

the contract used is based on the provisions in Fiqh Muamalah. This can be seen from the practice carried out by the cooperative, where the funds provided are managed openly by the cooperative institution in terms of their use and disbursement. Meanwhile, in practice, the customers are not asked for fees other than the cost of profit sharing that has been agreed upon using a mudharabah contract. The profit sharing is by agreement between the two parties at the beginning of the transaction. The use of the *rahn* contract in this case also has no additional costs, the customer will only pay the loan money according to the loan to redeem the pawned item that is deferred and there is also no *ujrah* fee taken on the pawned deferred item because according to the cooperative, the safe deposit box for the pawned deferred item is not feasible so it does not dare to take *ujrah* fees, therefore the cooperative takes advantage of cooperation using a *mudharabah* contract so that there is profit obtained from the profit sharing system. Thus, applying these two contracts does not harm any party, so there are no elements of *gharar* and *usury* in practice.

CONCLUSIONS

Provisions and Practices of Implementing the Two-Account System in Sharia Financing at KSPPS Baitul Qiradh Gala Muamalah (Bank Gala) Abdya Regency are based on the provisions set by the company based on the fatwa of the National Sharia Council (DSN) No. 25 / DSN-MUI / III / 2002 concerning Rahn financing, and DSN-MUI Fatwa Number: 07 / DSN-MUI / IV / 2000 concerning Mudharabah Financing with the following stages of practice, namely the distribution stage, the assistance stage, and the return/deposit stage.

The Aceh Ulama's opinion regarding applying the two-contract system to financing in an Islamic financial institution states that the theory of the two-contract system or hybrid contract is the same as the opinion of scholars in general. The two-contract system used in an Islamic financial institution is allowed, but some things must be fulfilled to make the contract Sharia-compliant. The provisions are that if the objectives of the first and second contracts are the same, they must not be contradictory or out of sync. There must be reciprocal benefits; the second is the principle of helping (Ta'awun) for the agreement.

The muamalah fiqh perspective on applying two contracts in Bank Gala financing at KSPPS Abdya Regency is based on the provisions stipulated in muamalah fiqh. In practice, this two-contract system is included in Al-'Aqd Al-Mutaqabilah (Dependent Acad / Conditional Acad), which is a multi-

contract in the form of a second contract responding to the first contract, where the perfection of the first contract depends on the perfection of the second contract through a reciprocal process, this can be seen from the practice which is carried out with mutual consent between the two parties and is free from elements of maysir, The benefits that can be obtained from combining the two Acts are the principle of sharing of risk between the customer and the cooperative and also the existence of mutual assistance and cooperation that can produce rewards or profit sharing between the two parties and other benefits felt by both.

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