

**LEGAL PROTECTION IN MOTORCYCLE PURCHASE
TRANSACTIONS THROUGH LEASING ACCORDING TO THE
CONCEPT OF MURABAHAH: A Study at PT Mandala Multi-Finance
Aceh, Indonesia**

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Abstract:

This article examines the implementation of consumer rights and responsibilities in motorcycle purchase transactions via leasing at PT Mandala Multi-Finance, focusing on those that apply *murabahah* contracts. Mandala multi-finance, with a focus on transactions involving *murabahah* contracts. This research uses a juridical-empirical approach, with primary data obtained through interviews with leasing owners, users, and experts in Islamic economic law. The study results indicate that, when leasing is implemented, there are often cases of default, usually committed by the lessee (the borrower). These defaults can take various forms, such as subleasing, using the goods as collateral for debt, failing to pay late fees, failing to pay due instalments, and delaying lease payments. In some cases, the lessee deliberately misappropriates the goods by selling them. As a result of these breaches of contract, financing companies may suffer losses and have the right to file lawsuits under applicable laws. PT Mandala Multifinance, as a financing institution, must ensure that Islamic standards and relevant regulations are followed in all transactions. The company must draft transparent and balanced contracts and provide consumers with sufficient information regarding their rights and responsibilities. Furthermore, the company must ensure that the vehicle repossession process is carried out by legal procedures, including registering fiduciary guarantees and notifying consumers adequately. By applying the principles of transparency, fairness and compliance with existing regulations, motorcycle leasing at PT Mandala Multi-finance is expected to run smoothly and provide the best legal protection for consumers. Mandala Multifinance will run smoothly and provide consumers with legal protection.

Keywords: Aceh, Legal protection, Islamic Economic Law and Murabahah Agreement.

Abstrak

Artikel ini mengkaji pelaksanaan hak dan tanggung jawab konsumen dalam transaksi pembelian sepeda motor melalui leasing di PT Mandala Multi Finance, dengan fokus pada transaksi yang menggunakan akad murabahah. Mandala Multi Finance, dengan fokus pada transaksi yang menggunakan akad murabahah. Penelitian ini menggunakan pendekatan yuridis-empiris, dengan data primer yang diperoleh melalui wawancara dengan pemilik leasing, pengguna, dan pakar hukum ekonomi syariah. Hasil penelitian menunjukkan bahwa, ketika leasing diimplementasikan, sering terjadi kasus wanprestasi yang biasanya dilakukan oleh lessee (peminjam). Wanprestasi tersebut dapat berupa berbagai macam bentuk, seperti subleasing, menjadikan barang sebagai jaminan hutang, tidak membayar denda keterlambatan, tidak membayar cicilan yang telah jatuh tempo, dan menunda-nunda pembayaran sewa. Dalam beberapa kasus, penyewa dengan sengaja menyalahgunakan barang dengan menjualnya. Sebagai akibat dari pelanggaran kontrak ini, perusahaan pembiayaan dapat mengalami kerugian dan memiliki hak untuk mengajukan tuntutan hukum sesuai dengan hukum yang berlaku. PT Mandala Multifinance, sebagai lembaga pembiayaan, harus memastikan bahwa standar syariah dan peraturan yang relevan dipatuhi dalam semua transaksi. Perusahaan harus membuat kontrak yang transparan dan seimbang serta memberikan informasi yang cukup kepada konsumen mengenai hak dan tanggung jawab mereka. Selain itu, perusahaan harus memastikan bahwa proses pengambilan kembali kendaraan dilakukan dengan prosedur yang sah, termasuk mendaftarkan jaminan fidusia dan memberitahukan kepada konsumen secara memadai. Dengan menerapkan prinsip-prinsip transparansi, keadilan dan kepatuhan terhadap peraturan yang ada, leasing sepeda motor di PT Mandala Multifinance diharapkan dapat berjalan dengan lancar dan memberikan perlindungan hukum yang terbaik bagi konsumen. Mandala Multifinance akan berjalan dengan lancar dan memberikan perlindungan hukum bagi konsumen

Kata Kunci: Aceh, Perlindungan Hukum, Hukum Ekonomi Syariah dan Akad Murabahah.

INTRODUCTION

Indonesia's economy began to experience significant growth in the 1990s, especially in the science and technology (S&T) sector. Advances in science and technology have significantly impacted the economy and development. With rapid progress in the economic sector, the people of Indonesia are expected to keep up with financial trends and take advantage of

existing opportunities. One of the advances in science in the country is the emergence of companies operating in the financing sector through the *leasing* system, which began operating in 1974. The legal basis that shows the existence of finance companies can be found in the Decree of the Minister of Finance of the Republic of Indonesia Number: 1169/KMK.01/1991, which regulates financing activities through *leasing* schemes. According to Article 1, letter (a), *leasing* is financing by providing capital goods through leasing with or without option rights. This activity lasts for a specific period, with payments made periodically. In general, *leasing* can also be interpreted as a sale and purchase transaction not carried out in cash, where the buyer has received the product that is the object of the transaction but has not paid all or part of the amount. Payments are made in instalments according to the agreement.¹

Leasing transactions in Indonesia are governed by various regulations about financial institutions, with the primary focus on the Presidential Regulation of the Republic of Indonesia No. 9/1999 regarding *Leasing* Business Forms. This regulation provides a clear legal framework for *leasing* practices, including provisions on the rights and obligations between the parties involved, namely the *lessee* and *lessor*. In the regulation, *leasing* is an agreement in which the *lessor* grants the right to use goods to the *lessee* in exchange for rental payments over a specific period. Some of the key points in this regulation include:

1. This law stipulates the rights and responsibilities of each party. The lessee has the right to use the leased goods and is obliged to make payments according to the agreement. Conversely, the lessor is obliged to provide suitable goods in accordance with the specifications set.
2. Consumer protection is essential, as this law requires transparency of information related to *leasing* agreements, including fees and terms, so consumers can make informed decisions.
3. In the event of a dispute between a *lessee* and *lessor*, the law provides options for the conflicting parties to resolve the matter through mediation, arbitration or formal legal channels.²

¹ Neni Meidawati, "Leasing Development in Indonesia," *Economic Journal of Emerging Markets*, 2016, 49-57, <https://doi.org/10.20885/ejem.v2i1.6567>.

² Presidential Regulation of the Republic of Indonesia, "Presidential Regulation of the Republic of Indonesia Number 9 of 2009 on Financing Institutions," 2009, 1-8.

Finance companies have become a widely recognised option, along with society's increasing demand for motor vehicles. One method to fulfil this need is through *leasing* transactions.³ The *leasing* system is beneficial in marketing motorised vehicles and provides convenience for consumers to acquire cars without paying in cash. This is the choice of many people who want to own a motorbike but have financial limitations. PT Mandala Multifinance is one of the companies active in this sector, offering consumers convenience in owning vehicles through *leasing* schemes based on Sharia principles, such as *murabaha*. Based on the results of a pre-survey conducted by the author, PT Mandala Multifinance generally applies the *murabaha* system in the sale and purchase transaction. In the *murabahah* concept, the profit or margin charged is determined and agreed upon when the agreement (contract) is made. This means that consumers clearly understand the price of the goods and the amount of margin that will be added before the transaction is carried out. This way, consumers can make better decisions because all cost information is transparent and known in advance.⁴

The relationship between *leasing* and *murabaha* lies in the mutually beneficial cooperation between the three participating parties, namely the *lessor* (*leasing* company), *lessee* (consumer), and *supplier* (*dealer*).

- a. *Lessor*: An entity that offers financing through a *leasing* scheme to individuals who require it.
- b. *Lessee*: The party needing goods or funds financed by the *lessor*.
- c. *Supplier*: An entity that supplies goods or assets used as *leasing* objects. This supplier obtains payment from the *lessor* for the goods supplied, which the lessee will use.

In this case, the *lessor* acts as a financing provider by purchasing the motorbike from the *supplier* and selling it to the *lessee* on credit. The *lessor* sets a selling price that includes the purchase cost and an agreed profit margin. After paying the *supplier*, the motorbike is handed over to the *lessee*, who can

³ Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industry in Aceh, Indonesia," *Peuradeun Scientific Journal* 11, no. 2 (May 30, 2023): 667–86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

⁴ Interview with Mr Saiful Anwar (surveyor of PT Mandala Multifinance) on 22 October 2024.

use it as needed.⁵ The *lessee* is responsible for paying regular instalments according to the terms of the agreement. Meanwhile, the *supplier* provides quality motorbikes, ensuring that the goods marketed meet the agreed criteria. This relationship creates a structured ecosystem in which each party has a vital role in the smooth running of the transaction, the fulfilment of rights and obligations, and the lessee's continued use of the motorbike. Thus, the murabaha contract fulfils the lessee's needs and benefits the *lessor* and *supplier*.⁶

In *leasing* practice, a term called default refers to the inability to fulfil obligations according to the terms of the *leasing* agreement. This is often caused by negligence (*default*) on the part of the *lessee*. The *lessee* is responsible for paying instalments to the *lessor* according to the agreed schedule. According to the provisions of Article 1513 of the Civil Code, a buyer's primary responsibility is to pay for the purchase at the time specified in the agreement. This emphasises the importance of compliance with the agreed terms, so the buyer and seller have legal certainty regarding payment. When consumers ignore the obligations agreed in the contract, they can face various adverse consequences, including:

1. Fines as additional costs. Late customers will usually be charged a fine as an extra fee. This means that the amount to be paid will increase from what it should be.
2. Warning from the *leasing* company. This warning reminds lessees to immediately fulfil their obligations. It can be in the form of a letter or a telephone call asking consumers to make payments immediately to avoid further problems.
3. Withdrawal of Goods. If the consumer does not pay the instalment (in arrears) for several months, the *leasing* company has the right to recall the vehicle.

However, problems arise when consumers who have been in arrears for several months do not want to return the motorbike and instead hide the vehicle so that the leasing company does not tow it. In some cases, consumers

⁵ Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Journal of Islamic Economics and Finance* 5, no. 2 (2024): 288-308.

⁶ Aprilianti Aprilianti, "Lease Agreement Between Lessee and Lessor," *FIAT JUSTISIA: Journal of Legal Science* 5, no. 3 (2015): 315-23, <https://doi.org/10.25041/fiatjustisia.v5no3.340>.

even deliberately run away with the motorbike because they no longer want to pay the instalments. The situation becomes even more complicated when there is a practice of pawning the unit, selling the vehicle to a remote area, or selling it to a collector. These actions cause several issues, both for the consumer and for the *leasing* company. In addition, the losses incurred from these situations cannot be claimed through insurance. Therefore, leasing companies must take legal steps to protect their assets and enforce agreed contracts to resolve these issues.

RESEARCH METHODS

In this article, the author applies an empirical juridical approach. This approach integrates legal analysis (juridical) with real data or facts from the field (empirical).⁷In this context, the juridical approach includes analysing the laws and regulations governing *leasing* and *murabaha* and assessing the application of these legal norms. On the other hand, the empirical approach involves collecting and analysing data directly from the source.

Data sources include any information related to the research theme, including documents, online journals, and interviews. Primary data in this research was obtained through direct field observations, surveys, and interviews with relevant parties at PT Mandala Multifinance. Meanwhile, the secondary data used in this research includes a literature review, where the author examines published literature and reading sources.

The data collection methods applied include interviews, literature study, and documentation. The author interviewed several relevant parties to understand the practice of legal protection in leasing transactions at PT Mandala Multifinance. The literature study focused on materials related to the research topic, including the review of books, journal articles, legal documents, and other sources. The next important step is to analyse the documents related to the transaction, especially the *murabaha* financing agreement contract.

The data analysis step is the process of processing the data that the author obtains to produce answers to the problems compiled in the problem

⁷ Muhammad Siddiq Armia, *DETERMINING LEGAL RESEARCH METHODS & APPROACHES*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

formulation. Then, the data will be presented, and conclusions drawn. Data analysis in this study uses a *qualitative case study* approach.

RESULTS AND DISCUSSION

A. Legal Protection in *Leasing* Transactions

1. Definition of Legal Protection

In the realm of law, legal protection refers to any form of intentional effort made by individuals or organisations, both from the public and private sectors, to ensure safety, authority, and the achievement of a decent level of life in accordance with current human rights. Thus, legal protection can be interpreted as a legal concept that provides justice, order, certainty, security, and peace. Legal protection aims to protect legal individuals through applicable laws, where its implementation can be enforced with sanctions.⁸

Several experts, including Sajipro Rahardjo, have opinions regarding legal protection. They state that legal protection can be understood as an effort to guarantee the rights of individuals and society to achieve justice.⁹

Setiono defines legal protection as an effort or activity to protect people from unilateral actions taken by authorities who do not comply with the law. Its primary purpose is to provide peace and order so that people can recognise their intrinsic value as human beings. Legal protection.¹⁰

According to Hetty Hasanah, legal protection includes all initiatives that can offer legal certainty, providing guarantees to parties or individuals involved in legal activities.¹¹

Legal protection in *leasing* refers to efforts made to protect the interests and rights of each party to the *leasing* agreement. In this context, the law establishes a firm and balanced framework, ensuring each party understands its rights and obligations. The *leasing* agreement should be clear and detailed, covering all critical aspects such as the term, payment amount, and provisions regarding the maintenance and use of the asset. With a valid legal document in place, parties can avoid future disputes. Legal protection also includes

⁸ Philipus, "Legal Protection for the People of Indonesia," *Bina Ilmu*, 1987, 7-24.

⁹ Sajipro Rahardjo, *The Other Side of the Law for Investors in Indonesia* (Jakarta: Kompas, 2003), pp. 121.

¹⁰ Setiono, Rule of Law (Supremacy of Law), Master of Laws Postgraduate Programme, Surakarta, pp. 3.

¹¹ Hetty Hasanah, "Consumer Protection in Consumer Financing Agreement on Motor Vehicles with Fiduciary," accessed on 29 October 2024, from <http://jurnal.unikom.ac.id/vol3/perlindungan.html>.

dispute resolution mechanisms. In the event of a dispute, parties can refer to the provisions in the agreement or resolve it through mediation, arbitration or litigation under applicable law. The law also provides guarantees on property rights and the use of goods. For example, the *lessor* retains ownership of the leased asset, while the *lessee* gets the right to use the asset during the lease period. If the *lessee* fails to fulfil the payment obligations, the *lessor* has the right to repossess the asset. This guarantee is essential to protect the lessor's interests and ensure that the *lessee* is incentivised to fulfil its obligations and build a mutually beneficial partnership between the two parties.¹²

2. Consumer Rights and Responsibilities

Rights are things we should have; obligations are things we should do. The legal relationship with rights and obligations is established when a contract is formed. The legal effect of the agreement is the realisation of these rights and responsibilities. In other words, the execution of the terms of the contract is what gives it legal force. According to Article 1339 of the Civil Code, a contract is enforceable not only based on the provisions expressly mentioned in the agreement but also on everything required by law, tradition, and standards based on the terms of the contract. The terms of the agreement that both parties have agreed to determine the rights and responsibilities of each party.¹³

The following is an explanation of the rights and responsibilities of consumers as set out in Law No. 8/1999 on Consumer Protection, specifically in Chapter III, Article IV:

- a. The right to safety, security, and comfort.
- b. The right to select and obtain products or services that conform to the claimed terms, exchange rates, and guarantees.
- c. The right to obtain information about the guarantee and condition of the goods that is correct, transparent and accurate.¹⁴

¹² Ni Luh Ayu Regita Cahyani, I Nyoman Putu Budlarta, and Ni Made Puspasutari Ujianti, "Legal Protection for Leasing Companies Against Defaulting Debtors," *Journal of Legal Preference* 2, no. 2 (2021): 254-59, <https://doi.org/10.22225/jph.2.2.3318.254-259>.

¹³ Ubaidillah et al., "Law of Agreement," *Journal of Pelangi Ilmu* 7, no. 1 (2010): 100.

¹⁴ President of the Republic of Indonesia, "Law of the Republic of Indonesia Number 8 Year 1999 on Consumer Protection," *Government Regulation of the Republic of Indonesia* 2003, no. 1 (1999): 1-46.

In motorbike purchase transactions through *leasing* at PT Mandala Multifinance, understanding the rights and responsibilities of consumers is very important. The aim is for consumers to play their role well in the leasing agreement and realise their responsibilities and rights. The rights and responsibilities of consumers in this situation are explained as follows:

a. Right to information

Consumers are entitled to clear and accurate information about the terms and conditions of *leasing*. This data contains information about the selling price of the motorbike, including profit margins, interest, additional costs, and total payments.

b. Right to choose

Freedom of choice is fundamental, so consumers cannot make decisions beyond their financial capabilities.

c. The right to protection from harmful practices

Consumers are protected from unfair acts, such as fraud or data misuse. Leasing companies are prohibited from providing false information or taking detrimental actions against consumers.

d. Right to complain

If consumers feel aggrieved by unsuitable leasing practices, they can file a complaint. This gives consumers a channel to express their dissatisfaction and seek a solution. This is important to maintain a good relationship between the lessee and lessor and ensure that any issues can be resolved fairly.

e. Right to dispute resolution

They can use mediation, arbitration, or even take the case to court in a dispute.

Consumers also have obligations that must be fulfilled to maintain a smooth and fair relationship between consumers and leasing companies. Here are some consumer obligations:

a. Obligation to pay instalments

Consumers are obliged to pay off the instalments within the agreed time. Timely payment is essential to avoid penalties.

b. Comply with terms and conditions

Consumers must understand and comply with all terms and conditions in the *leasing* contract. This includes provisions on using the leased item and the obligation to maintain it.

c. Provide correct information

When applying for leasing, consumers must provide proper and comprehensive information to the leasing company. Incorrect or incomplete information may cause problems later on.

d. Use the goods according to the provisions

The consumer must use the leased item according to the agreed terms. For example, if it is a vehicle, the consumer must use it wisely and not for *illegal* purposes.¹⁵

3. Definition of Agreement

Article 1313 Book III, Chapter II of the Civil Code defines a contract as an agreement between two or more persons or a situation in which one person commits to another. The relationship between the contracting parties forms a connection in the form of rights and responsibilities towards specific achievements. An engagement is a set of words that contains a spoken or recorded promise or commitment. A written promise is usually referred to as a contract.¹⁶

In *leasing*, an agreement needs to be understood, which involves the *lessor* and *lessee*. The number and amount of instalments can be adjusted to the lessee's ability to pay, which both parties have agreed upon. The agreement made between the *lessor* and *lessee* is known as the "*lessee agreement*," which contains a conditional contract between the two parties. The contents of the agreement generally include the following:

- a. Consumer identity
- b. Details about the motorbike purchased (including *brand*, year, number, and engine number)
- c. Total agreed motorbike price
- d. Down payment, monthly instalment value, credit term, maturity date, and payment terms.¹⁷

A contract is considered valid if it fulfils the legal requirements as stipulated, among others, in Article 1320 of the Civil Code:

- a. The existence of consent or agreement between the parties who bind themselves.

¹⁵ Interview with Mrs Mulyani (customer of PT Mandala Multifinance) on 16 January 2025

¹⁶ R Subekti and R Tjitrosudibio, "Kitab Undang-Undang Hukum Perdata (Civil Code) 1838," *Angewandte Chemie International Edition*, 6(11), 951-952., 2019, 11-28.

¹⁷ PT Mandala Multifinance Murabahah Financing Agreement Contract

The word “agreement” means that the parties have agreed regarding their respective interests. This agreement implies that each party expresses its will to bind itself in a contract, where the statement of one party is “in line” with the other party’s statement.

b. Capable and able to draft a contract

Capability means that all parties agreeing must be adults, have sound reasoning, and not be under guardianship. If a legal entity or organisation agrees, then the person acting must be an individual who has authority.

c. A specific object

That is what has been agreed. The contract must clearly state all rights and obligations arising from the contract. Article 1333 of the Civil Code states, “The fundamental object of an agreement must be determined at least by its kind. As long as the amount can be measured or calculated later, and the amount of the object does not need to be fixed.”

d. A *valid* reason

Reason is the element that drives individuals to agree. A legitimate reason indicates that the object of the agreement is not prohibited but permitted by law. In contrast, an illegitimate reason includes actions that violate regulations, contradict ethical norms, and undermine public order.¹⁸

B. Implementation of Murabahah Agreement

In fiqh books, the term *leasing* does not have an exact translation. The Qur’an also does not directly explain the type of leasing business, the Prophet Muhammad’s hadith, or the consensus of scholars. The appropriate system to equate the *leasing* business form is *ijarah*, especially *ijarah muntahiya bit tamlik*. In Islamic law, there are several concepts similar to leasing, among others:

a. *Ijarah Muntahiya Bit Tamlik* (IMBT)

¹⁸ Kartini Muljadi and Gunawan Wijaya, *Agreements that Have Been Born from Agreements* (Jakarta: Raja Grafindo Persada, 2003), p. 49. 49.

Ijarah Muntahiya Bit Tamlik is a lease that ends when the lessee receives ownership of the product.¹⁹ This means the lessee can purchase the leased item once the lease period is over. *Ijarah Muntahiya Bit Tamlik* is a type of agreement that must comply with the principles of Islamic Sharia. In this agreement, it is essential to ensure fairness in rental pricing to prevent any party from feeling disadvantaged. In addition, transparency in all aspects of the deal is necessary to avoid potential disputes in the future. *Ijarah Muntahiya Bit Tamlik* contracts usually have a longer duration, often reaching several years. This allows the lessee to better plan their finances and have time to decide if they want to purchase the leased asset at the end of the contract period.²⁰

b. Murabahah

The jurists define murabaha as the sale of a product in which an agreed profit is added to the cost or base price of the goods.²¹ According to Imam Shafi'i, murabahah is a sales agreement in which the seller discloses the base price of the goods and includes an open-ended profit margin, without any element of deception. In Imam Hanafi's view, a murabaha contract is considered valid if both parties agree on the agreed price and profit margin, and the transaction does not violate Sharia principles. In general, murabahah is an item's sale and purchase agreement, stating the purchase price plus the profit cost, which is agreed upon by both parties.²²

The regulations governing murabaha financing are found in DSN Fatwa No. 04/DSN-MUI/IV/2000, which sets out the principles of murabaha within the framework of Islamic banking to ensure that all transaction processes are conducted by Islamic law. This fatwa aims to increase public confidence in the Islamic financial system. In a murabahah contract, the transaction must be free from usury, and the consumer must obtain

¹⁹ Wahyu Akbar et al., "Optimisation of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia," *Al-Syir'ah Scientific Journal* 22, no. 1 (June 30, 2024): 1–12, <https://doi.org/10.30984/JIS.V22I1.2611>.

²⁰ Suparyanto and Rosad (2015, "Ijarah Muntahiyah Bitamik," *Suparyanto and Rosad* (2015 5, no. 3 (2020): 248-53.

²¹ Chairul Fahmi, "Revitalising the Implementation of Sharia Law in Aceh (A Study of Law No.11/2006)," *Tsaqafah: Journal of Islamic Civilisation* 8, no. 2 (May 3, 2016): 295–309, <https://doi.org/10.21111/tsaqafah.v8i2.27>.

²² Mohammad Ghozali and Luluk Wahyu Roficoh, "Sharia Compliance of the Murabahah Agreement in the Concept of Financing in Islamic Banking in Indonesia," *ITS Journal of Science and Arts* 6, no. 1 (2017): 51-66.

transparent information about the cost of production and the agreed profit. In addition, the consumer must pay the price within the agreed period so that the transaction can occur fairly and according to Sharia principles.²³

The legal basis for murabaha transactions in the context of the Qur'anic verses comes from Q.S. Al-Baqarah verse 275, which states, "Allah SWT also prohibits usury and permits trade." This verse confirms that buying and selling transactions with murabaha contracts are allowed in Islam, while usury (interest) is forbidden. This shows that murabahah is a trade transaction in which the seller conveys the cost of goods and adds a profit margin per Sharia principles. Thus, murabahah becomes a halal method of obtaining profit without violating the prohibition of usury. Furthermore, Q.S. An-Nisa verse 29 states, "O you who believe, do not take unfair or dishonest advantage of each other's property unless you are both engaged in a business transaction." This verse highlights the significance of fairness and agreement in business activities. In murabahah, both parties (seller and buyer) must agree on the cost and profit margin, reflecting the principle of mutual consent. Per Islamic values, the transaction must be fair and contain no fraud or utilisation. These two verses provide a strong foundation for the practice of murabaha. Sale and purchase transactions conducted in murabaha (through non-cash and instalment means) are permissible because they are based on fairness and transparent agreement between the parties involved. This reflects business ethics that are under Islamic teachings.²⁴

Of the two concepts previously described, the author prefers to use a murabaha contract. This choice is because the *leasing* company the author will study, PT Mandala Multifinance, applies a murabaha contract in their sales and purchase agreement contract.²⁵ Thus, the selection of the murabaha contract is based on several primary considerations, namely:

- a. Transaction Transparency, the murabaha contract emphasises clarity in every aspect of the transaction. By disclosing the cost of goods and

²³ Andi Asruni, Zainal Said, and Damirah, "Analysis of Fatwa DSN-MUI Number: 4/DSN-MUI/IV/2000 concerning Murabahah Akad in the Application of Property Rights (Study at Bank Muamalat KCP Parepare)," *Banco: Journal of Management and Islamic Banking* 4 (2022): 64, <https://doi.org/10.35905/banco.v4i1.2651>.

²⁴ Analysis of Q S Al-baqarah Ayat and Q S An-nisa, "Principles of Trade in Islam According to Tafsir Al- Qur'an:" 3, no. 2 (n.d.): 349-55.

²⁵ Chairul Fahmi, "Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia," *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (September 9, 2024): 79-95.

profit margin, PT Mandala Multifinance can provide clear information to its customers, thereby reducing the risk of confusion or dissatisfaction.

- b. Sharia compliance, murabaha does not involve the practice of usury, thus conforming to the Sharia principles underlying PT Mandala Multifinance's operations. This is very important to maintain consumers' trust, who expect halal transactions.
- c. Payment Flexibility: In a murabaha contract, there are options for payment in cash or instalments. This allows PT Mandala Multifinance to offer various options to consumers based on their financial capabilities.

Considering the above aspects, PT Mandala Multifinance's use of the murabaha contract in the sale and purchase transaction agreement makes it the right choice and by Sharia principles. It also contributes to transparency and fairness in the company and consumer relationship.²⁶

C. Forms of Legal Protection Against PT Mandala Multifinance in Motorbike Purchasing Transactions by *Leasing*

The lessor (asset owner) needs legal certainty in a leasing contract to protect its rights. This legal protection is essential so that all parties understand their respective obligations and rights in the agreement. Several methods can be applied to provide legal certainty, one of which is by utilising a clear legal basis. This legal basis can be in the form of laws and regulations, detailed written contracts, or other documents that regulate the terms and conditions of the lease. With a strong legal basis, the *lessor* can feel more secure and protected in carrying out the *leasing* agreement and can resolve disputes that may arise fairly and appropriately.²⁷

PT Mandala Multifinance has several ways to protect its assets in motorbike leasing transactions. One of the steps taken is to utilise fiduciary guarantees. Law No. 42/1999 regulates fiduciary guarantees. Article 1 explains, "Fiduciary refers to the transfer of ownership of an item based on trust, with the condition that the transferred item is still under the owner's control." In motorbike leasing transactions, the fiduciary guarantee is often

²⁶ Interview with Mr Saiful Anwar (surveyor of PT Mandala Multifinance) on 15 January 2025.

²⁷ Suprawito, "Legal Protection of Lessees in Standard Leasing Agreements," 2013, 1-13.

called BPKB (*Buku Pemilik Kendaraan Bermotor*). A fiduciary guarantee is a type of security that gives the *leasing* company the right to reclaim the pledged goods if the customer cannot fulfil their obligations, such as instalment payments. In this case, if there is a default or the consumer cannot fulfil their payment obligations, the *leasing* party has the right to take the vehicle.²⁸

As stated in the Decree of the Minister of Finance of the Republic of Indonesia No. 1169/KMK.01/1991 regarding *leasing* activities, especially in Article 6 Paragraph (1), it is explained that the lessee, i.e. the party leasing the goods from the company, is prohibited from leasing back the goods they have leased to others. This is important so that the goods remain in the right hands and are not misused. Then, article 9 letters (f) and (h) explain that if the leased goods are damaged, lost, or even malfunction for any reason, the *lessee* must bear the loss. This means that *lessees* must be prepared to take responsibility for the condition of the goods they rent, keeping them in good condition. Provisions regarding sanctions have also been determined in Article 1237, Paragraph 2, Article 1243, Article 1244, Article 1245, Article 1246, and Article 1247 to Article 1252 of the Civil Code. These articles explain that if someone (the debtor) does not fulfil their obligations according to the agreement, they will be subject to sanctions. After being declared negligent, the recovery of costs, losses, and interest will only be required if the debtor still does not fulfil their obligations.²⁹

In *leasing* practices, a breach of contract (default) is often committed by the *lessee* (lease user). This default can take the form of several actions, for example, failing to pay the rental fee on time, failing to pay late payments, or consciously ignoring overdue instalments, making sub-lease (transfer), making the goods as debt collateral to escape the obligation to pay instalments, and some even deliberately embezzle the goods by selling them.³⁰

A leasing agreement is a contract between two people in which one party (the owner) leases something to the other (the lessee).³¹ If one of the parties does not fulfil their obligations regarding the *leasing* object, they are in

²⁸ UUJF, "Law No. 42 Year 1999 on Fiduciary Guarantee," *Jdih*, no. 1 (1999): 1-5.

²⁹ Nafa Auliatul Faiza, "Leasing Law in Sharia Economics and in Conventional Economics," n.d., 1-7.

³⁰ Maramis David, "Juridical Analysis of Legal Protection for Lessors in Leasing Agreements," *Unsrat Law Journal* 1, no. 6 (2013): 37-45.

³¹ Chairul Fahmi, "THE DUTCH COLONIAL ECONOMIC POLICY ON NATIVES LAND PROPERTY OF INDONESIA," *PETITA: JOURNAL OF LAW AND SYARIAH SCIENCE* 5, no. 2 (2020), <https://doi.org/10.22373/petita.v5i2.99>.

default. A default is a situation where one party does not carry out its responsibilities, is careless in its implementation, is late in fulfilling or carrying out, but does not agree upon what has been agreed upon. A default or breach of contract can arise in various ways, such as:

- a. Not Performing What Was Promised, A party promises to do something, such as pay rent, but fails to do so.
- b. Carrying out the promise, but not perfectly. The party may do part of what was promised, but not fulfil the entire obligation in line with the agreement.
- c. Performing a promise but with delay, A party who is supposed to fulfil an obligation, such as paying rent, but does so after the agreed time, causing delay.
- d. Performing acts that are prohibited by the agreement. The party commits acts prohibited in the agreement, such as re-renting the goods without authorisation.³²

Sanctions for the act of default can be imposed on the party who did it, in the form of:

- a. Compensation for Losses: Compensation must be paid to the party affected by the defaulting party, which includes the cost of losses and interest due to delay. Cancellation of Agreement: If a default occurs, the injured party can cancel the agreement, terminating the legal relationship between the two parties.
- b. Transfer of Risk, The party that violates the agreement may lose the right to the leased object and the risk of the goods is transferred to the injured party.
- c. Paying Court Fees: If the dispute goes to court, the defaulting party will be responsible for paying court fees incurred during the legal process.³³

In the murabaha contract agreement made by PT Mandala Multifinance, there is an essential provision in Article 5 which regulates the rights and obligations of the company. This article states that the company has the right to receive regular and timely instalment payments from consumers. This shows the company's commitment to ensure that consumers fulfil their

³² Ricardo Simanjuntak, *Business Contract Drafting Techniques*, Gramedia, Jakarta, 2006, p. 184.

³³ Abdul R Saliman, *Essentials of Indonesian Business Law*, Kencana, Jakarta, 2004, pp. 15.

obligations to make payments according to the agreed schedule. This provision aligns with Article 1238 of the KUHPer, which explains that consumers are considered negligent if they do not fulfil their obligations after the specified time limit. So, if the customer does not pay the instalment on time, PT Mandala Multifinance has the right to declare that the customer has been negligent. Article 8 of this agreement discusses default, when the consumer fails to fulfil their agreed obligations.³⁴ Default can occur if the consumer is negligent in carrying out duties, violates the terms of the agreement, or does not pay the instalments on time. If the consumer misses the deadline for paying instalments, this is evidence of default. This means the consumer has failed to fulfil their responsibilities, which may result in action from the company. Article 9 further explains the consequences of default. If the consumer experiences a default as described in Article 8, they are obliged to voluntarily surrender their vehicle to the company. This indicates that the consumer is responsible for returning the car if they do not fulfil the terms of the agreement. However, if the consumer does not hand over the vehicle within the stipulated time, they agree that the company has the right to take it directly. This means that the company can not only ask for the car back, but can also take it without further consent from the consumer.³⁵

Vehicles lost due to being taken away by consumers during the credit period will be the focus of searches by a special team formed by PT Mandala Multifinance, in collaboration with the police. This process aims to locate the lost vehicle and protect the company's rights. If the car is found, the leasing company will execute and auction the vehicle. The proceeds from this auction will be returned to the company to minimise financial losses due to the loss of assets. However, the situation becomes more complicated if the vehicle cannot be found. In this case, the consumer will be taken to court to account for their actions. In addition to legal consequences, the consumer's name will also be *blocked*. This has a long-lasting impact on the consumer, as they will not be able to take out credit with any *leasing* company in the future. As such, this process

³⁴ Chairul Fahmi, "Philosophical Transformation in the Implementation of Islamic Sharia (Critical Analysis of the Implementation of Islamic Sharia in Aceh)," *Al-Manahij: Journal of Islamic Legal Studies* 6, no. 2 (1970), <https://doi.org/10.24090/mnh.v6i2.596>.

³⁵ PT Mandala Multifinance Murabahah Financing Agreement Contract

focuses not only on asset recovery but also on protecting the reputation and integrity of the *leasing* company.³⁶

Overview of the Murabahah Agreement

Murabahah is a type of Islamic financing commonly used in buying and selling activities.³⁷ In the context of PT Mandala Multifinance, this contract involves vehicle financing carried out with the principles of transparency and fairness. When a vehicle is lost due to consumer action, PT Mandala Multifinance takes the initiative to form a special team to search for the car. Cooperation with the police is a strategic step to ensure the search process runs effectively. This reflects the company's commitment to protecting its investment and maintaining *stakeholder* trust. If the vehicle is found, PT Mandala Multifinance will execute and auction the vehicle. This auction process aims to recover funds lost due to asset loss. Through this approach, the company seeks to minimise financial losses while ensuring that the principles of the Murabahah contract protect its rights.³⁸ Consumers will face court action when the vehicle cannot be found. This signifies that PT Mandala Multifinance is focused on asset recovery and law enforcement to hold consumers accountable for their actions. The *blocklisting* of the consumer's name indicates that the company is taking preventive measures to protect its integrity and reputation. The consequences of the actions taken by PT Mandala Multifinance have a long-term impact on consumers. With a *blocked* name, consumers will have difficulty accessing financing in the future. This situation not only impacts the individual but also creates a domino effect that can damage the reputation of other financial institutions. The process implemented by PT Mandala Multifinance in dealing with vehicle loss reflects the principles in the Murabahah contract that emphasise fairness, transparency, and protection of rights. With the steps taken, the company seeks to recover assets and maintain its integrity in the eyes of the public and *stakeholders*.

³⁶ Interview with Mr Karimuddin (installment collection department of PT Mandala Multifinance on 10 February 2025)

³⁷ Asruni, Said, and Damirah, "Analysis of DSN-MUI Fatwa Number: 4/DSN-MUI/IV/2000 concerning Murabahah Akad in the Application of Property Rights (Study at Bank Muamalat KCP Parepare)."

³⁸ Fahmi, "Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia."

CONCLUSIONS

From the discussion the author has described, the following conclusions can be drawn: PT Mandala Multifinance applies various measures to protect its assets in motorbike *leasing* transactions. One of the main efforts is using fiduciary guarantees regulated in Law No. 42 of 1999. This guarantee allows the *lessor* to claim the pledged goods, such as the BPKB, if the consumer fails to meet their obligations, such as instalment payments. Provisions in the Decree of the Minister of Finance of the Republic of Indonesia No. 1169/KMK.01/1991 prohibits the lessee from leasing back the goods and stipulates the *lessee's* responsibility for damage or loss of the leased goods.

Sanctions for consumers who do not fulfil their obligations are also regulated in the Civil Code, where they can be charged damages and interest if they are negligent. In the *murabahah* contract made by PT Mandala Multifinance, the leasing company has the right to receive instalment payments on time. It can declare the consumer negligent if there is a delay. Default, which occurs if the consumer fails to fulfil obligations, may result in the commitment to return the vehicle voluntarily or the company taking the car without further approval. If the vehicle is lost, PT Mandala Multifinance will work with the police to locate it. If successfully located, the car will be auctioned off to minimise losses. However, if the vehicle cannot be located, the consumer will face legal action and blockage, negatively impacting their ability to take out credit in the future. As such, these measures focus not only on asset recovery but also on protecting the reputation and integrity of the *leasing* company.

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