

Settlement of Default Disputes in Murabahah Agreements Through Mediation in the Perspective of Islamic Bond Law (Study of the Analysis of the Decision of the Banyumas Religious Court No. 1696/Pdt.G/2020/PA.Bms.)

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Abstract - The dispute over default in the murabahah financing contract between the Sharia People's Financing Bank (BPRS) PT Bina Amanah Satria Purwokerto and its customers became one of the sharia economic cases tried by the Banyumas Religious Court. The customer has defaulted on the Murabahah financing contract Number 202/PRBH/II/2019 in the dispute. The purpose of this study is to examine the view of Islamic Binding Law on the settlement of default problems in murabahah contracts through mediation, as well as the legal force of the Judge's mediation conclusion. The method used includes library law research, namely research that focuses on the object of research in the form of Banyumas Religious Court Decision Number 1696/Pdt.G/2020/PA.Bms, through a case approach. And supported by secondary data and primary data. The results of this study indicate that the conflict resolution approach adopted in this case is the idea of mediation in Islamic law. Both legally and practically, especially about the use of the concept of sulh. Furthermore, the judge's decision to grant the settlement was based on the outcome of the mediation. When the parties to a peace agreement have indirectly implemented the terms of sulh, the court's decision to grant the peace is based on the outcome of the mediation. The requirements of the principles, pillars, and conditions of the peace agreement have implicitly applied the provisions of the agreement based on Islamic binding law. The peace deed in the decision of the Banyumas Religious Court Number 1696/Pdt.G/2020/PA.Bms is legally binding in perpetuity. A commentator judgment is a judgment that can be executed, namely a judgment containing an order.

Keywords: Murabahah Agreement, Islamic Binding Law, Decision, Dispute, Waprestasi

I. INTRODUCTION

Using a Murabaha contract for buying and selling is a common way for people to fulfill their needs. Murabaha financing agreement is one of the Islamic banking products in the sector of channeling funds to customers. This murabahah agreement is a sale and purchase agreement in which the seller must mention the basic price of the goods purchased and agree on the amount of profit. The seller must explain the purchase price of a product and state the amount of profit added to the costs incurred by the buyer in this murabahah contract (Prabowo, 2019). Furthermore, murabahah is a mutually beneficial financing carried out by the owner of the goods or financier with the party in need using sale and purchase with the provisions of the principal price and profit agreed upon in the murabahah financing contract. As a result, unlike conventional contracts with interest rates that change according to market conditions, the selling price of goods cannot change.

On this basis, from the start of payment until the time of return. Changes to the contract are not permitted by Islamic financial institutions. Sale and purchase using a murabahah financing contract that is carried out by a predetermined product acquisition pattern, ready-to-use goods, and transparent pricing in Islamic banking. When credit is given in the form of lending and borrowing, it is not known whether the product exists or not, because one of the differences between the murabahah contract and this ordinary credit contract is that the existence of a

commodity is not required (Nurnasrina & Putra, 2018). Murabah financing accounts for a larger percentage of Islamic financial institutions than mudarabah or other profit-sharing arrangements. This dominance illustrates that this financing offers several advantages. Firstly, the certainty of the buyer, secondly, the certainty of profit, and thirdly, this contract is the easiest for Islamic banks to adopt and administer. In addition, because it is less risky, Murabaha financing has a high financing rate. The Murabaha contract is more debated than other contracts in finance because it dominates (Hakim & Anwar, 2017).

Disputes regarding default or breach of obligations may arise in Murabahah financing agreements. Default occurs when one party does not fulfill its obligations, such as not doing or delivering something or not completing or delivering something in a timely manner. In a financing agreement, default occurs when the debtor does not perform, does not perform at all, or is late, which results in the creditor's request for performance to the debtor not being fulfilled (Juliawan & Priyanto, 2020). When the debtor fails to keep the commitment, the default rule states that the debtor is responsible for carrying out the terms of the agreement. For example, the debtor returns the creditor's capital. However, it is not uncommon for this to result in a dispute between the two in resolving this issue.

Murabaha's problems can be resolved through a peace agreement (*sulh*) or legal proceedings in court, by article 133 of Supreme Court Regulation No. 2 of 2008 concerning the Compilation of Sharia Economic Law. The essence of the article is that if one of the parties in the Murabaha conversion does not fulfill its obligations or if there is a dispute between the parties involved, it is resolved through a peace contract (*sulh*) or the court. Although many of them resolve disputes over defaults in Murabaha contracts with peace contracts, it is not uncommon for them to resolve their disputes through the courts, in this case, the Religious Courts.

The Religious Court as one of the executors of judicial power in Indonesia is authorized to receive, examine, hear, and resolve Sharia-related cases, including Sharia economic cases, arising in Indonesia, based on Law No. 3 of 2006 which is amendment to Law No. 7 of 1989 concerning Religious Courts. In the Religious Courts, judges are obliged to seek peace in resolving disputes. In line with Supreme Court Regulation No. 1 of 2016 on mediation procedures in courts, mediation procedures are used to achieve peace. Disputes can be resolved in two ways: first, if the parties reach a peace agreement through mediation with the assistance of a mediator, then the case can be submitted to the court hearing the case to be confirmed in a deed of peace. This is by PERMA No. 1 Year 2016, Article 27 (4). Second, if the parties reach a peace agreement but do not want the agreement to be confirmed in a deed of peace, then the plaintiff must withdraw the lawsuit. This is by PERMA No. 1/2016, Article 27 (5). Before issuing a peace decision, the court first determines whether the peace deed is valid according to the applicable legal criteria.

The skills of a judge-mediator in leading the resolution of disputes, namely negotiating skills by keeping the peace, skills in providing information, and being able to encourage the parties to bargain with each other, is one of the success factors in resolving disputes through the mediation process integrated with the Religious Courts. Through the power of negotiation and the techniques used by the mediator to encourage meetings and peace, legal culture influences the success of mediation. So that litigants do not feel that they have won or lost and thereby incite further resentment (Triana, 2019).

One of the sharia economic cases at the Banyumas Religious Court regarding the dispute over default on the murabahah financing contract was registered on Monday, November 2, 2020, in the form of a lawsuit filed by the Remedial and Legal Officer of PT Bina Amanah Satria Purwokerto Sharia People's Financing Bank (BPRS), hereinafter referred to as Plaintiff I and Plaintiff II. Defendant has made a default to the Plaintiff in lawsuit case number 1696/Pdt.G/2020/PA.Bms. because the defendant cannot carry out its obligations as stated in the murabahah financing contract in the form of broiler and DOC12 livestock financing in Notarial Deed No. 30, dated March 29, 2018, which was later updated in contract amendment No. 202/PRBH/II/2019, dated February 28, 2019. Defendant I and Defendant II still have debts to PT Bank Pembiayaan Rakyat Syariah (BPRS) Bina Amanah Satria Purwokerto. The Plaintiff has attempted to collect from the Defendant, but the Defendant has not shown good faith to fulfill its obligation to pay the debt.

By failing to carry out its obligations, the defendant has defaulted on the agreement. Therefore, the plaintiff claimed compensation of Rp. 442,153,000, consisting of the principal loan of Rp. 264,021,192 and the remaining margin of Rp. 178,131,973. In this case, Judge Mediator Dra. Hj Suhaimi, M.H, a Mediator from the Banyumas Religious Court succeeded in reconciling the parties and ending or resolving the dispute contained in the lawsuit with a written deed of peace on January 4, 2021, as regulated in Article 27 paragraph (4) and Article 28 paragraph (5) of Perma No. 1 of 2016 concerning Mediation Procedures in Courts.

As a result of the mediation, the Banyumas Religious Court signed a deed of peace and issued a decision with No. 1696/Pdt.G/2020/PA.Bms. There are several contents of the agreement that must be studied in depth about the provisions of Islamic law, including regarding the remaining debt to be paid by the defendant, in the agreement the debt to be paid is Rp. 442,153,000, -, but will only be paid in the amount of Rp. 285,000,000, -.

provided that the defendant must pay within 2 (two) years and immediately sell the defendant's assets, then regarding the agreement to pay the debt, in the agreement. The collateral for the debt that arose from the default dispute in the murabahah contract was then considered invalid and canceled in the decision of the registrar/bailiff of the Banyumas Religious Court, thus weakening the executorial function of the peace deed.

Based on the foregoing, the researcher aims to analyze the juridical review of the mediation results confirmed in the peace deed, namely the basis for legal considerations in the mediation process used to resolve the Murabaha contract default dispute, so that the mediator can help resolve the dispute and the examining judge can provide a peace decision. In Indonesia, academics use Islamic binding law as a reference that is still used today. Due to the relationship between the deed of peace and Islamic binding law used by researchers, the Islamic binding law in this case refers to the deed of peace contained in the decision of the Banyumas Religious Court No. 1696/Pdt.G/2020/PA.Bms.

II. METHOD

This type of investigation is included in library legal research. This desk research focuses on the scope of legal concepts, legal norms, and legal principles, not on human behavior. This research examines norms as objects, which means that norms here are all legal criteria that control human behavior. In this research, a case study approach is used. This approach is done by studying cases involving issues that have resulted in court decisions that have long-term legal consequences. There are two types of data sources used to obtain information, namely primary data and secondary data. Qualitative analysis used in normative legal research or literature is data analysis that summarizes data precisely and accurately into organized, non-overlapping, logical, and effective sentences so that the conclusions of the analysis can be clearly understood. In this research, the content analysis approach is used as a guide to analyze the data. The data analysis approach to assess the content of the text is content analysis. By analyzing the data obtained from the copy of the Decision of the Banyumas Religious Court No. 1696/Pdt.G/2020/PA.Bms. to be analyzed, then concluding the results of the analysis with the basis and legal considerations, then associated with Islamic Binding Law to find out the settlement of default disputes in murabahah contracts through mediation in the perspective of Islamic Binding Law.

III. RESULT AND DISCUSSION

A. Result

Principles of Islamic Binding Law

There are 224 employees who participated, with the greatest number of men (72.77%). Respondents have different age groups, with <30 years old (25.41%), between 30-40 years old (46.6%), and >40 years old (27.99%). There are also different years of service of the employees, where <5 years (35.66%), in between 5-10 years (52%) and >10 years (15.82) along with high school/college as the majority of the highest education (94.01%) and the second is bachelor's degree (5.99%)

A legal relationship between two parties in which one party has the right to demand something from the other party and the other party must fulfill these demands (Paendong & Taunaumang, 2022). The source of the obligation, according to the provisions of Article 1233 of the KUHPdt, is law or agreement; all provisions in this article stipulate that every obligation is born either by agreement or by law (Effendi, et al., 2023). Meanwhile, *ar-rabbit*, meaning rope or link, *al-aqdatu*, meaning relationship, and *al'ahdu*, meaning promise, are Arabic words for binding in Islam. Meanwhile, a contract is a rope that connects or links one person to another (Nur, 2020). In Islamic binding law, many principles of contract apply, and these principles have a considerable influence on the performance of the contract by the parties concerned. If these rules are not followed when executing a contract, then the contract will be void or deemed invalid. The legal basis of the contract is based on Islamic treaty law (Dalimunthe, et al., 2023), namely:

- 1) *Al-Hurriyah* (Freedom) The perpetrator of the agreement is free to agree on the purpose of the agreement and its terms, including how to resolve potential disputes.
- 2) *Al-Musawamah* (Equality and Equivalence) This concept states that the parties are in the same position so that when deciding the terms and conditions of the contract or agreement, each party is in an equal or balanced position. The parties to the agreement have the same legal position, rights, and obligations. Even though legal subjects have different skin colors, religions, and ethnicities, they should not be discriminated against.
- 3) *Al-Adalah* (Justice) This principle emphasizes that agreements must always provide fair and balanced benefits and not harm either party.

4) *Al-Ridha* (Willingness) According to this view, all transactions must be based on the free will and consent of each party, without any element of coercion, pressure, fraud, or cheating.

5) *Ash-sidiq* (Honesty) In Islam, honesty is required in all situations, and lies and deception in any form are strictly prohibited. This value of honesty affects the willingness of agreement participants not to lie, cheat, or commit fraud.

6) *Al-Kitabiyah* (Written) In case of future conflicts, the agreement must be put in writing for evidentiary purposes.

7) There is no substantial difference between the principles of agreements recognized by civil law or common law and the principles of agreements recognized by Islamic treaty law. Even if there are differences, they are only slight. For example, the concepts of justice, trust, and profit are substantial contents of the norm of good faith in the civil law system and common law in the Islamic treaty law system (Dalimunthe, et al., 2023).

To understand Islamic Covenant Law, we must first examine the fundamental legal structure of the Islamic din, which consists of faith, Sharia, and morality. Sharia is divided into two areas: worship and muamalat; one of the systems in the field of muamalat is Islamic law; three types of law apply: a) Sharia; b) fiqh; and c) Siyasa Shar'iyah.

Concept of Murabahah

Murabahah is the practice of buying and selling products at the original price plus a predetermined profit margin. In Indonesia alone, Murabaha financing is one of the financing options that dominate the Islamic banking portfolio (Syahru & Bahri, 2023). Because Islamic law has never explicitly discussed the issue of Murabahah, researchers must examine the National Sharia Council Fatwa No: 04/DSN-MUI/VI/2000. According to Fatwa DSN MUI, the Murabahah contract is carried out by Islamic banks in several stages. The following are the stages in the Murabahah contract. This shows that the Murabahah contract is very beneficial for customers in receiving the goods they have ordered, while Islamic banks benefit from the income created by the Murabahah contract with consumers (Rachman, et al., 2023).

The buyer must understand everything about the Murabahah contract, which will take the form of a presentation containing the purchase price of the product as well as the costs incurred for the goods (Diti, et al., 2023). Murabahah provides various benefits for Islamic banks, one of which is the profit obtained from the difference between the purchase price from the seller and the selling price to the customer. Murabahah is also very basic. This makes the administrative process in Islamic banks easier (Muin & Sari, 2023). The conditions that must be met in the practice of buying and selling transactions include:

- 1) The existence of people who act *al-mutaaqidain* (Januaryana & Jalaludin, 2023).
- 2) Profit is included in the price (*saman*), therefore the seller's profit (*ribh*) must be explained. Meanwhile, knowing the price of goods is a condition for the validity of buying and selling in general (Rusdi, 2019).
- 3) The existence of *shighat* (the memorization of *ijab* and *qabul*), assuming that the person concerned has reached puberty and is of sound mind.
- 4) The validity and form of the goods being traded (Januaryana & Jalaludin, 2023).

Murabahah financing, which is provided through Islamic banks in Indonesia, is used to finance working capital, product purchases, house construction, and other purposes. Working capital can be financed using the murabahah sale and purchase contract. However, unlike a single contract with multiple product purchases, this transaction is only valid once. (Sandrina, et al., 2023). When implementing Murabaha financing, Islamic banks usually apply the necessary criteria to mustard (buyers) in a way that is very similar to the requirements of conventional bank credit mechanisms, and non-Muslims are not prohibited from using Murabaha money under the same conditions as Muslims (Norrahan, 2023).

General Concept of Default

A contract is always at the core of a lawsuit for default. An agreement, according to Civil Code Article 1313, is an act of one or more people binding themselves against one or more people (Ulhad & Amelia, 2023). This is clear in Supreme Court Decisions Number 1875/K/Pdt./1984 and 879 K/Pdt./1997 regarding tort claims and default claims (Siregar, et al., 2023). The agreement between the parties defines the legal relationship between legal issues in civil law, and the agreement binds the parties to carry out their responsibilities and rights. When one party fails to fulfill this agreement, the rights of the other party are violated, and the victim must seek legal redress (Suwardi & Nadir, 2023). According to one Indonesian muamalah fiqh expert, performance is something that must be fulfilled by the debtor in every agreement, performance is the content of the agreement, and if the debtor does not fulfill the performance as stipulated in the agreement, the debtor is said to be in default (Nurfitri, 2022).

A solution is needed to achieve the purpose of the agreement, namely justice for the parties to resolve the debtor's default problem. This can be achieved, for example, by protecting parties who feel disadvantaged due to default. The concept of protection is very important in international treaty law. Regardless of whether one of the parties engages in default behavior, its rights must be safeguarded and protected (Fazriah, 2023). Among the several types of debtor, defaults include the debtor performing the performance incorrectly, not performing the performance at all, and being late in completing the performance. If the debtor has bad credit because he does not complete his performance as specified in the credit agreement, then in carrying out before the execution of the guarantee, the debtor is first considered negligent in fulfilling his performance, and then a process is carried out through the relevant court decision in Article 1338 of the Civil Code in this case the bank as the creditor can file a lawsuit against the debtor based on default before suing the debtor, the bank as the creditor will send a summons so that the debtor can comply and not ignore his obligations or achievements (Al Kautsar & Apriani, 2022).

General Concept of Mediation

In Latin, mediation is called *mediare*, which means "in the middle". This definition describes the role of a third party who acts as a mediator in carrying out his or her obligation to mediate in order to resolve problems between the parties. Mediation is a way of resolving disputes through a negotiation process to obtain various possibilities in obtaining agreement between the parties with the assistance of a mediator, according to Supreme Court Regulation No. 1 of 2016 which is a revision of PERMA No. 1 of 2008 concerning Mediation Procedures in Court. A mediator is a neutral third party who assists the parties in the negotiation process to find various feasible dispute resolutions without the use of force or coercion. According to PERMA No. 1 Year 2016, the mediator must have the competence to resolve the dispute at hand. If the parties cannot reach an agreement, the mediator must be able to provide options to the disputing parties. These solutions must be accepted and agreed by both parties. The mediator should also be able to persuade the parties to see the conflict from different points of view and assist in the resolution of issues that are important to the parties.

In Islamic law, *sulhu* is the concept of mediation. *As-Sulhu* is a kind of contract between two or more disputing parties in which they try to negotiate or resolve the issue peacefully and forgive each other. *Sulh* is a way of dispute resolution in which disputing parties informally agree to settle their differences without going to court. The *sulh* method of conflict resolution allows the parties to find the best solution to their problems, and the peace process is not affected by evidentiary procedures such as court settlements (Sunarto, 2021). The validity of conflict resolution mediated by *as-Sulhu* is valid, according to scholars, provided that the mediation fulfills its pillars and requirements; otherwise, the mediation is invalid and null and void. The parties to the dispute, the existence of *ijab* and *qabul*, the topic in dispute or dispute, and the form or consequences of the peace agreement between the two parties are the four pillars of *sulhu*, according to the scholars of the Shafi'i Mazhab (Islamiyati, et al., 2018). So *as-Sulhu* is a method used by both parties to a dispute to make an agreement to resolve the disputed issue peacefully, which is strengthened in a peace agreement based on the pillars and conditions of sharia.

Analysis of Dispute Resolution of Default in Murabahah Agreement Through Mediation in the Decision of the Banyumas Religious Court Number 1696/Pdt.G/2020/PA.Bms. Perspective of Islamic Bond Law

Islamic law of ties allows for dispute resolution through *sulhu*, taken, or *al-Qaada*. The matter is handled by *Sulhu*, which is affiliated with the courts. Islam is very pro-peace. Similarly, the Banyumas Religious Court stated in the settlement of case No. 1696/Pdt.G/2020/PA.Bms. that this peace is one of the principles of civil procedure law in religious courts, in which the Judge is obliged to reconcile the parties before proceeding to the next stage. Problems can be resolved with a win-win solution because this peace principle brings the parties to peace by preventing the loss of friendship and friendship between the two conflicting parties. Surah an-Nissa verse 128 highlights the importance of every dispute being settled amicably. This peace will make dispute resolution more effective and efficient because this peace will achieve the goal of law, which is the creation of a peaceful society free from hostility caused by global conflict.

Indirectly, the Banyumas Religious Court has used this approach in resolving disputes, one of which is the settlement of default disputes in case number 1696/Pdt.G/2020/PA.Bms. In the decision, the Judge ordered to first take the peace route to seek a peaceful agreement between the two parties through the mediation process before examining, adjudicating, and deciding the case, namely the default dispute committed by the Defendants to PT BPRS Amanah Satria as the Plaintiff where the Defendants still have remaining debts that there is no good faith from the Defendants to pay as agreed in the *murabahah* financing agreement. Dra. Hj. Suhaimi, M.H., was selected by the Panel of Judges as a peacemaker or mediator in the mediation process to achieve peace between

the parties. In her efforts to seek peace, the mediator is neutral, fair, and impartial. The role of the mediator is very important in the mediation process, the mediator's abilities, negotiation skills, and strategies greatly affect the success or failure of the mediation. Sulh is a conflict resolution process in which the parties agree to settle their dispute secretly rather than going to court. The sulh method of conflict resolution allows the parties to find the best solution to their problems, and this peace process is also not affected by evidentiary procedures such as court settlements.

This demonstrates the equivalence between dispute resolution through sulh methods and court-mediated mediation, as evidenced by the famous case judgment number 1696/Pdt.G/2020/PA.Bms. This case emphasizes the importance of trust, transparency, and integrity among the parties involved in the sulh or mediation procedure, highlighting the crucial role of the mediator in providing guidance and facilitating a favorable settlement in the process. In contemplating the concept of sulh in Islam, this esteemed author delves into the intricate guidelines that govern the validity or invalidity of the mediation process. If the basic principles and prerequisites are not met, then the act of mediation will be deemed invalid and of no significance at all. In addition, the author conducted a careful examination of the pillars and conditions relating to mediation, particularly about the settlement of defaults in Murabaha contracts as described in the South Jakarta Religious Court decision numbered 1696/Pdt.G/2020/PA.Bms.

The requirements outlined in the section on reconciliation indicate that the party seeking reconciliation must have legal validity, including sound mental capacity, not be insane, and not be a minor or resemble a minor, among other factors. In addition, there must be multiple parties involved in the reconciliation process. In the case under discussion, PT BPRS Amanah Satria, represented by its Remedial and Legal Officer, acted as the Plaintiff/First Party. On the other hand, Mr. A (age 49) and Mr. B (age 57) granted special power of attorney to RN, S.E., S.H., M.H., an Advocate/Lawyer, who acted as the Defendant/Second Party in resolving the dispute. It should be noted that all parties involved in this case have met the necessary criteria to conduct mediation in conflict resolution, as determined by age, legal proficiency, and working in a law-oriented office or environment, by Islamic and positive law.

The musalih 'anhu's stipulation says that when settling a dispute, both parties must own the issue they are disputing. In this case, the dispute was over a money-lending contract. The person who borrowed the money did not return it, causing the person who lent the money to lose a lot of money. The dispute occurred because the person who borrowed the money did not do what he was supposed to do. The Musalih bih stipulation says that one can do something good for another to end the dispute. In this case, the person who lent the money agreed to make it easier for the person who borrowed the money to pay it back. They lowered the amount of money that the borrower had to pay back and gave more time to pay it back. This was done to make both people happy and end the dispute peacefully.

The rules on ijab kabul say that for an agreement to be valid, two things must happen. First, the ijab and Kabul must match. Second, the person agreeing must say it at the same time as the other person. In this case, one person says that they are injured and the other person says that they agree to fix it. They both want to resolve their problems amicably with the help of a judge. This means they have agreed to try to solve the problem together.

Based on the above analysis of the mediation process for resolving default disputes in murabahah contracts as outlined in the decision of the judge of the Banyumas Religious Court number 1696/Pdt.G/2020/PA.Bms, it can be concluded that the mediation process in this case is by the principles of Jurisprudence or Islamic Law. Both in terms of validity and implementation, the mediation process follows the concept of sulh which aims to find a solution that does not harm either party. In addition, the concept of sulh allows the parties to express their wishes to the mediator, thus facilitating the finding of a fair resolution. Although it was a court-registered case, the mediation process did not require the parties to provide evidence as in a trial. Ultimately, the parties settle an amicable agreement, which is documented and approved by the judge.

In addition, the author explores how Islamic Binding Law plays a role in the peace agreement that has been ratified by the judge at the Banyumas Religious Court. This research will examine the Islamic perspective on the peace agreement between PT BPRS Amanah Satria and the Defendants represented by RN, S.E., S.H., M.H. Islamic binding law regulates economic relations and agreements, which are sourced from the Qur'an, Hadith, and ar-Ra'yu (ijtihad). Islamic law of ties focuses on legitimate transactions and the object of the contract. Islamic binding not only emphasizes civilization but also religious observance. Unlike positive law which is separated from religious values, Islamic law emphasizes the importance of religious values in every agreement. According to Islamic law, the agreement must be in harmony with religious teachings, even if both parties have agreed voluntarily (Nida, 2015).

The idea of an agreement in Islamic law is about justice and protecting everyone involved. We can see this in the peace agreement that occurred at the Banyumas Religious Court. PT BPRS Amanah Satria mediated a discussion between Plaintiff and Defendant that resulted in an agreement to settle the remaining debt from the

previous Murabaha financing contract. In Islamic law, agreements like this are quite serious agreements and cannot be terminated without the consent of both parties. This agreement falls under the category of *al-and al-lazim*, which means that this agreement can be enforced after all the necessary conditions are met. It can also be seen as *'aqd al-mu'awadah*, as both parties get something out of it.

In the peace agreement mentioned earlier, it was stipulated that the thing agreed upon was the unpaid debt, or more simply, the money owed. This arrangement, which is part of the peace agreement, offers benefits to both parties involved. The first party will provide relief by forgiving the remaining debt, while the second party will endeavor to pay off the debt within two years, either by liquidating assets or by making immediate payments when financially capable. In the Islamic realm, agreements must adhere to Shariah principles, which include various principles that may affect the execution of such agreements. Failure to comply with these principles may result in the invalidation or invalidity of the agreement. Five main principles govern agreements, including freedom, equality, justice, consent, and the requirement for written agreements. In addition, the principle of divinity and the principle of honesty also have significance. These principles are indispensable because they are by the provisions set by Allah SWT and provide guidance for human behavior.

The principle of *al-Hurriyah*, known as *made Hurriyat at-ta'auq* in Islamic treaties, gives individuals the freedom to engage in agreements of their choosing, set terms, select counterparties, and determine methods of resolving future conflicts. In the peace agreement, both parties have settled their dispute amicably through mediation at the Court. Following the conclusion of this peace agreement, the parties have the autonomy to negotiate more specific matters, which are then legally binding as a deed of peace. However, it should be noted that certain aspects of the agreement are still disputed.

In discussing the points of the peace agreement, the second party cannot request modification of the points of the peace agreement to the first party. This is because the peace agreement stems from a previous dispute, namely a default dispute in which the second party failed to fulfill its payment obligations as stipulated in the Murabaha financing agreement in Notarial Deed No. 202/PRBH/II/2019. Therefore, the subject matter of the peace agreement is within the scope of the first party's discretion. Furthermore, by the aforementioned Sharia agreement, the parties have the autonomy to determine the settlement method for any future disputes. However, it is important to underline that if the second party/defendant fails to comply with the terms of the peace agreement within the agreed timeframe, then the case will proceed by the provisions outlined in Article 1131 of the Civil Code. This article gives the first party the right to initiate legal proceedings to enforce debt security through the Court, as any property owned by the debtor serves as security for the debt, should the second party breach the agreement.

In the author's view, a peace agreement influenced by the concept of freedom of contract in Islam does not provide unlimited autonomy to both parties in determining its contents. On the contrary, the principle of freedom of contract in Islamic agreements based on the provisions, principles, and values of sharia aims to ensure that the parties involved are committed to following the terms of the agreement.

The principle of *al-Musawah* underscores the importance of balance and equality in reaching consensus. It underscores the need for both parties to have a harmonized point of view when determining the terms and conditions of the agreement. In the above peace case, this principle becomes relevant in determining the method of payment of the outstanding debt. The second party, who was unable to fulfill the debt, requested relief from the first party. Through negotiations, the first party agreed on the condition that the remaining debt be repaid within two years. This ensured the rights of both parties were safeguarded and fostered a mutually beneficial agreement, by the principle of *al-'is*, which emphasizes fairness in Islamic agreements.

In Islamic treaties, the principle of *ar-Rida*, also known as *mabda' ar-rada'iyah*, basically says that a true agreement is one that both parties make voluntarily, without pressure or deceit. This is in line with the principle of Islamic law which says that agreements are made by the people involved and their consequences are based on what they agree upon. Essentially, this rule emphasizes that a treaty is a mutual agreement and once made, it must be adhered to. Referring back to the peace agreement mentioned earlier, which shows that the parties want to resolve their issues peacefully, they have made an agreement based on this agreement. So now, both parties must abide by the terms of the peace agreement that they have mutually agreed upon.

The principle of *al-Kitabah* emphasizes the prudence of conducting all contractual arrangements in writing, thus ensuring solid understanding and consent for all parties involved. As such, any conflicts that may occur can be addressed with written testimony. In this case, on the fourth day of January in the year 2021, the parties involved harmoniously reached a pact of tranquility, diligently memorializing their agreement in a carefully crafted document of tranquility.

Based on the principle of *as-Siddiq*, it is imperative for agreements to be based on honesty and truthfulness. This principle says that lying and deceiving in any agreement is a big no-no, as it can undermine the entire contract. If one party acts dishonestly and causes harm to the other, the injured party has the right to cancel

the contract. Fortunately, both parties in this peace agreement have shown that they are committed to being honest. For example, the first party was upfront about the debt that the second party still owed. In the agreement, the second party admits that they have a debt and promises to try their best to pay it within two years or before the deadline. If they have the money, it will be transferred to the first party immediately.

The divine principle is about how every human action is connected to God's will and the importance of keeping agreements. This principle is applied in agreements to ensure that parties cannot do whatever they want, as their actions will be judged by Allah. In the aforementioned deed of peace, the parties thought about the pillars and conditions of the agreement, ensuring that they followed the divine principle, but still followed the general rules of law. An example of an agreement that follows this principle is when the first party helps the second party pay their debt, which is something that is encouraged in Islam. In Islamic law, a contract is considered valid if it has fulfilled certain pillars and conditions, and all of these pillars and conditions are contained in the peace deed decided by the Banyumas Religious Court. So, this agreement is valid and both parties, namely PT BPRS Amanah Satria and the Customer must comply with it.

By the principles of *shurutus-sihhah*, the essential components and requirements of a contract must be fulfilled. It is very important to understand that the formation of a contract with legal authority does not automatically make it valid. A contract can only be considered valid if it meets the stipulated pillars and conditions. This includes voluntary expression of will without coercion, ensuring that the subject matter of the contract does not cause harm, and avoiding ambiguity and exploitative practices. If a contract or its subject matter causes harm, or uncertainty, or involves usury practices, then the contract is considered invalid. In the peace contract, both parties voluntarily and mutually agreed to settle their disputes and reach a peace agreement. The subject matter of the contract is the fulfillment of the debt by the second party to prevent the loss of the first party. Based on this provision, there is no element of uncertainty, loss, or usury in the peace agreement.

The provision on *shurutun-nafaz* stipulates that a valid contract alone does not guarantee the implementation of its legal effects. To guarantee its implementation, certain conditions must be met, including full authority over legal objects and actions. In the case of the peace agreement described by the author, both parties have the necessary authority to perform legal acts. The contractual object in this agreement is money, specifically debt. Looking at the historical context of this peace agreement, this agreement arose from disagreements regarding the Murabahah financing contract. Thus, the author can conclude that the money that is the object of this agreement is the debt owned by PT BPRS Amanah Satria as a result of the dispute over the Murabaha financing contract mentioned above.

The principle aspect of *syartil-luzum* lies in its inherent capacity to confer automatic validity on a contract upon fulfillment of all specified requirements, thus binding both parties to its terms. Unilateral withdrawal cannot be made in the absence of mutual agreement. This principle also applies to the aforementioned peace agreement, which requires adherence to the terms set out in the honorable decision of the Banyumas Religious Court, identified as Number 1696/Pdt.G/2020/PA.Bms.

Through the author's analysis of the peace agreement upheld by the Judge and set out in the peace deed in the decision of the Banyumas Religious Court, it can be concluded that the parties involved have indirectly applied several provisions in the agreement based on Islamic binding law. These provisions include principles, pillars, and conditions, although some aspects are not fully complied with. In terms of freedom of contract, the second party cannot request a change in the object of the agreement to the first party because this peace agreement stems from a previous dispute. Therefore, the object of the agreement revolves around the rights and freedoms of the first party which should not be violated by the second party except in special circumstances. Furthermore, concerning the future settlement of the dispute, the parties should have the freedom to choose the method of settlement. However, the peace agreement stipulates that any future cases will be settled based on the provisions outlined in Article 1131 of the Civil Code. This article mainly serves to protect the first party's right to execute assets or property owned by the second party, which ultimately ensures fairness and legal security for the first party, preventing potential violations by the second party.

IV. CONCLUSION

Based on extensive research, it can be concluded that the resolution of default conflicts in murabahah contracts through mediation, is exemplified in the case of the Banyumas Religious Court with case number 1696/Pdt.G/2020/PA.Bms. can be reviewed from the perspective of Islamic Law. The mediation process used in this case is in line with the principles of Islamic Law, especially the concept of *sulh*. The peace verdict issued by the Judge has indirectly incorporated several provisions of Islamic binding law which include principles, pillars, and conditions, albeit with some exceptions. Regarding the subject matter of the peace agreement, it is important to note that the second party cannot change the core of the agreement, as it stems from the previous dispute. Thus,

the object of the agreement remains the inviolable right and freedom of the first party, unless there are exceptional circumstances. Moreover, regarding the disputes that may occur between the parties, they must retain the autonomy to choose their preferred method of settlement. However, one of the provisions in the peace agreement confirms that any future cases will be resolved exclusively by the provisions outlined in Article 1131 of the Civil Code.

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