



## Efforts to Resolve Disputes in Murabahah Contracts in Sharia Financial Institutions

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Info Articles	Abstract
<b>Article History</b> Received: 2025-11-13 Revised: 2025-11-25 Published: 2025-12-30	This study analyzes the concept and dispute resolution of <i>murabahah contracts</i> in Indonesian Islamic financial institutions. The formulation of the research problem includes: (1) how the concept of <i>murabahah</i> contracts in Islamic financial institutions, and (2) how to resolve disputes that occur in <i>murabahah</i> contracts. The purpose of this study is to examine the concept, harmony, conditions, and mechanism of murabahah contracts based on the provisions in the Compilation of Sharia Economic Law (KHES), as well as the evaluation of dispute resolution based on sharia principles and positive Indonesian law. The method used is a normative method used with the analysis of primary legal materials (Law No. 21/2008 on Sharia Banking and KHES), and secondary legal materials in the form of literature, scientific articles, and fatwa DSN-MUI. Data was collected through document studies and literature review, then analyzed descriptively and analytically using a qualitative approach. The results of the study show that the <i>murabahah contract</i> is mandatory to meet the principles of transparency, honesty, justice, harmony and conditions in accordance with sharia principles and in accordance with the provisions of positive Indonesian law. Disputes generally arise due to customer default, resolved through deliberation, contract conversion, the National Sharia Arbitration Board, or the Religious Court in accordance with KHES and DSN-MUI fatwa. This study recommends strengthening regulations, legal protection, and socialization of sharia principles to foster a sense of trust in the public towards the Islamic financial mechanism in Indonesia.
<b>Keywords:</b> <i>Dispute Resolution;</i> <i>Akad Murabahah;</i> <i>Sharia Financial Institutions</i>	

### I. INTRODUCTION

Islamic banking has a vital role in providing financing in accordance with sharia, with a contract *Murabahah* as the main instrument used in the practice of banking and Islamic financial institutions in Indonesia. In simple terms, *Murabahah* means buying and selling activities in which the seller/owner of capital conveys the original price of the goods and adds the profit agreed with the buyer. This agreement is very important because it offers financing options based on sharia principles, especially in avoiding the practice of usury which is prohibited in Islam (PARAMITA & DALIMUNTHE, 2022).

Main principles *Murabahah* is transparency and honesty between sellers and buyers in order to create fair and open transactions. The seller is obliged to convey the cost of goods along with *margin* Clear benefits to buyers, in order to create

trustworthy transactions and in accordance with the principles of justice and openness in muamalah. São Paulo *Murabahah* not only applied in Islamic banking, but also in non-bank Islamic financial institutions, which shows the rapid development of the Islamic economy in Indonesia (ALFAJRI & WULAN, 2023).

Legally, the contract *Murabahah* must meet the principles and conditions in *Fiqh Muamalah* to be legitimate and to avoid *Gharar* (uncertainty) and usury. The pillars of the contract include the parties who make the contract (seller and buyer) who must be legally capable and not under pressure, and the object of the goods being traded must be halal and clear in its existence. In its implementation, the contract *Murabahah* using the purchasing power mechanism, where the bank first buys goods in its own name before reselling them to customers with an agreed profit margin.

This mechanism is important to maintain the validity of the contract in accordance with sharia principles (INSIYAH & MUTMAINNAH, 2023).

In addition to the fiqh aspect, the *murabahah* contract must also be analyzed based on positive laws in Indonesia. Positive laws related to Islamic economics in Indonesia have developed rapidly, especially with the existence of Law Number 21 of 2008 concerning Sharia Banking and the Compilation of Sharia Economic Law (KHES). The regulation provides a strong legal basis for the implementation of *murabahah contracts* in Islamic financial institutions, so that transactions are not only compliant according to Islamic law but are also protected by national law.

In positive law, *murabahah contracts* are regulated in detail to ensure the upholding of the law and provide protection to all parties involved. For example, Bank Indonesia Regulation and the decision of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) provide technical guidelines for the implementation of *murabahah* contracts, including the rights and obligations of banks and customers, payment mechanisms, and handling the risk of default. This needs to be done to strengthen the public's trust in Islamic financial institutions and contribute to the growth of the Islamic economy in Indonesia.

However, in practice, disputes often arise due to defaults between customers and Islamic financial institutions, either due to economic conditions, inability to pay, or differences in the interpretation of contracts. Dispute resolution in the *murabahah* contract must be carried out based on sharia principles, such as deliberation, contract conversion, and settlement through the Sharia Arbitration Board or Religious Court, in accordance with the provisions in the KHES and the DSN-MUI fatwa.

With a description of the background, the formulation of the problem in this study can be taken to examine the following: (1) how the concept of *murabahah* contracts in Islamic financial institutions, and (2) how to resolve disputes in *murabahah* contracts. The writing of this journal considers various sources, such as books, scientific articles/journals, and relevant laws and regulations, in order to provide a

comprehensive overview of the implementation and legal challenges of *murabahah* contracts in Indonesia

This study aims to examine in depth the concept, principles, conditions, and mechanisms for implementing *murabahah* contracts in Islamic financial institutions as stipulated in the Compilation of Sharia Economic Law (KHES), and examine its implementation by referring to available literature, scientific articles, and legislation.

This research was also made with the aim of identifying various forms of disputes that arise in the implementation of the *murabahah* contract and evaluating dispute resolution efforts carried out based on sharia principles, including contract conversion, and settlement through arbitration institutions or religious courts, as stipulated in KHES, DSN-MUI fatwa, and related laws and regulations.

Through this study, the author hopes to contribute useful insights and suggestions for the development of *murabahah contract practices* in Islamic financial institutions, both in terms of regulation, legal protection, and dispute resolution, with the intention of strengthening public trust in the Islamic financial system in Indonesia.

## II. RESEARCH METHODS

This research was conducted using a normative method, namely by focusing on the study of norms, a set of rules, and the basis of applicable law, both written in laws and regulations and those developed in doctrine and jurisprudence (Rizkia & Fardiansyah, 2023). In this study, a normative method was applied to analyze the contract *Murabahah* in Islamic financial institutions from a positive legal perspective by examining primary legal sources including Law No. 21 of 2008 concerning Sharia Banking, the Compilation of Sharia Economic Law (KHES), and other related regulations, while secondary sources include literature, scientific articles, and relevant DSN-MUI fatwas. Data collection is carried out through document studies and systematic literature review to gain a deep understanding of the legal aspects of the contract *murabahah*. Then the data

is analyzed descriptively and analytically with a qualitative approach, aiming to explain and interpret legal provisions and align positive law with sharia principles in the implementation of the murabahah contract. With this method, the research is able to provide a comprehensive overview of the legal basis, implementation, and legal challenges faced by murabahah contracts in Islamic financial institutions in accordance with applicable legal principles.

### III. RESULTS AND DISCUSSION

#### A. The Concept of Murabahah Contracts in Sharia Financial Institutions

*Murabahah* Sourced from the term *ribhu*, with the meaning contained is profit. *Murabahah* is a buying and selling activity on the condition of informing the cost of goods and profit margins agreed by all parties involved. São Paulo *Murabahah* is an agreement to buy and sell goods carefully about the purchase price and profit that has been agreed upon by all parties. (Raihan Putri & Fitri Yanti, 2023).

According to the Financing Guidelines book *Murabahah* in Sharia Banking, contracts *Murabahah* is a purchase and sale agreement of an asset in which the actual purchase price is conveyed to the buyer (customer), and the buyer pays the asset/goods at a higher price as a profit margin for the seller (bank) that has been agreed between the bank and the customer (PRIHANTONO, 2018).

Meanwhile, the Compilation of Sharia Economic Law explained related to *Murabahah* is a form of funding that equally provides benefits between capital owners (*Shahib Al-Mal*) and customers who need funding, with buying and selling transactions that explain the price of acquiring goods and selling prices that contain the difference in profits for capital owners, with payments made in cash or installments (Masruron, 2021).

In carrying out the contract *Murabahah* There are pillars and conditions to guarantee the contract *Murabahah* are free from *usury*, the pillars that must be fulfilled: (Hidayat, 2022)

1. The existence of *bai'* (sellers),
2. The existence of *Jupiter* (buyer),

3. The existence of *ma'qud 'alaihi* (an object of buying and selling),
4. *Sigah* (ijab and kabul).

The conditions for *Murabahah* according to the DSN-MUI Fatwa of 2000 concerning *Murabahah* include:

1. The cost of capital must be clearly communicated and open to the customer,
2. The agreement must be legally recognized and meet the applicable conditions and principles,
3. The agreement must be free from the element of usury,
4. The seller is obliged to inform the buyer if there is a defect in the goods before the contract is made,
5. The buyer has the right to have *khayar* rights, namely the option to continue or cancel the transaction,
6. The seller must disclose all information related to the purchase process.

In carrying out the *murabahah* contract, the Islamic banking as a seller or *shahib al-mal* must fulfill the principle of the contract that has been contained in KHES Article 21. In this article, all *murabahah* contracts must meet *taisir* (convenience), the principle of *luzum* (not changing), transparency, mutual benefit, *al-kitabah* (written) and halal causes. This principle needs to be applied on behalf of Islamic banking to guarantee the blessings in the *murabahah* transactions carried out.

Not only Islamic banking must maintain this principle in contract transactions *Murabahah*. The buyer in this intention is the party in need, he must also maintain the principle in the contract *Murabahah*. The inherent principle is *Sikhism* (voluntary), trust, mutual benefit, capability, good faith, *Al-Hurriyah* (freedom of contract) (ARISTA & MAKNUUN, 2024).

The following is the *murabahah mechanism* carried out by Islamic financial institutions

**Image. 1**

(*Murabahah: Definition, Types, Examples, and Mechanisms of Murabahah*, 2022)

### 1. Mechanism of Purchase of Goods

This is the initial stage between customers and Islamic banks meeting. The customer will explain his needs in the form of the goods he wants, the bank will offer *murabahah* to the customer. If the customer does not know or understand *murabahah*, the Islamic bank is charged with the obligation to explain the *murabahah contract* based on the principle of transparency and the principle of trust. The customer will submit an application and promise to purchase an item or asset to the bank he wants and the Islamic bank has the right to choose, if the application is accepted, the Islamic bank must first purchase the goods which are used as the object of *murabahah*.

Furthermore, customers must bring the required files for submission according to the provisions of the bank. This process is part of a strategic step to maintain the sustainability and integrity of Islamic bank services. This process creates trust, both from the customer and regulator sides, while ensuring that the financing provided is truly beneficial in accordance with sharia values (Ferlina et al., 2025).

### 2. Negotiations & Requirements

At this stage, the customer and the Islamic bank have agreed on the goods or assets that are the object *Murabahah*. Based on article 116 paragraph (3) of the KHES, Islamic banks must explain the details of the price of the goods purchased plus *margin* (profit). Islamic banks must be open and honest regarding the price of objects *Murabahah* must not exceed a penny from the purchase price (Masruron, 2021). Customers can negotiate with *margin* obtained by Islamic banks, this is based on the principle of *Al-Hurriyah* (freedom of contract) and *Taisir* (convenience). Customers and Islamic banks will negotiate related to *margin*, if there is a

related agreement *margin* Then it will proceed to the contract.

### 3. Purchase and Sale Agreement

The contract functions an important function to ensure that the purchase and sale transaction does not contain an element of usury. In principle, this contract is similar to a sale and purchase contract in general, but the bank is obliged to inform all things related to the purchase process. At this stage, the bank can ask customers to pay a down payment and provide guarantees as a form of seriousness for customers in fulfilling their obligations (Article 121 KRES jo Fatwa DSN-MUI/2000 Murabahah).

In the event of preventing customers from neglecting their obligations, the bank is allowed to enter into a special agreement with the customer (DSN-MUI Fatwa of 2000 concerning Murabahah).

### 4. Buy Items

The bank as the initial buyer of murabahah goods or objects is responsible for purchasing from a third party or *supplier*. The goods purchased must be in accordance with the specifications submitted by the customer through the application letter. Goods that are traded should not be included in the Islamic law. The bank will bear all the costs of purchasing goods that have been agreed upon in specifications. At the time of purchase, the goods belong to the bank and the purchase transaction must be free from usury.

### 5. Submit

In this context, send means selling murabahah goods or objects to customers. Because previously the goods were still owned by the bank, the bank conducted buying and selling transactions with customers. The goal is to transfer ownership of goods, where at this stage the bank reaffirms the cost of goods along with the previously agreed margin.

This is the main difference between Islamic banks and conventional banks in the practice of *murabahah* or credit. Islamic banks hand over goods that have been agreed upon from the beginning, while conventional banks give a certain amount of money according to the price of the goods, and the customer is responsible for buying the goods themselves.

## 6. Receive Goods & Documents

The customer will receive the goods agreed upon during the contract, which can be in the form of handover of goods and documents. At this time, the bank will reiterate to customers regarding any matters that are the customer's obligations.

## 7. Pay

Contract payment *Murabahah* It can be done in two stages, it can be in cash or installments within the agreed period. Reasons why someone does *Murabahah* However, making payments in cash is a strategic alternative to replace interest-based financing schemes because all benefits have been agreed in advance, without any additional elements in the future such as interest interest or late penalties in ribawi (Productive, 2025).

## B. Dispute Resolution Efforts in the Murabahah Contract

In its activities, it is not uncommon to find that customers fail to carry out their obligations to pay the *murabahah*. There are many factors that make customers fail to carry out their obligations such as layoffs, falling ill, economic problems and refusing to pay. Islamic banks as sharia-based financial institutions cannot bear losses for bankruptcy and refusal to pay obligations by customers. This will cause a default dispute between the Islamic bank and the customer, the resolution of which will be submitted to the Sharia Arbitration Board.

Based on the Fatwa DSN-MUI 04/2000 Murabahah, a customer who refuses to pay his obligations is classified into two, namely, (1) a customer who fails to carry out his obligations but still intends to fulfill his obligations, (2) a customer who refuses to carry out his obligations without reason. If a customer intends to fulfill his obligations but there are things that hinder him, then the Islamic bank can make a Murabahah Contract Conversion. Meanwhile, if the customer refuses to fulfill his obligations or submits arguments related to the dispute, in this case the settlement is carried out through the National Sharia Arbitration Board, the Shulh method, and/or the Court.

Based on the Fatwa DSN-MUI 49/2005 Conversion of the Murabahah Contract in

conjunction with Article 125 Paragraph (1) of the KHES, customers who are unable to carry out their obligations but still intend to fulfill them will be converted. Before converting, the *murabahah* contract is first canceled, there are several provisions to cancel the contract, which are as follows:

1. Customers sell *murabahah objects* to Sharia Financial Institutions (LKS) at prices according to the value in the market.
2. The customer uses the proceeds of the sale to settle his debt obligations to the Islamic Financial Institution.
3. If the proceeds of the sale are greater than the rest of the debt, the excess funds can be used as a down payment for the *ijarah* contract or as capital in the *mudharabah* and *musharakah contract*.
4. However, if the income from the sale of the object does not cover the remaining debt, then the remaining debt remains an obligation for the customer, and the way to pay it off will be discussed jointly between the Sharia Financial Institution (LKS) and the customer.

After the *murabahah* is canceled, the Islamic bank and the former murabahah customer can agree on a new contract based on the contract: (Article 132 KHES)

1. Akad *Al-Ijarah Al-Muntahiyah Bi Al-Tamlik* (Fatwa DSN-MUI 27/2002 jo Fatwa DSN-MUI 09/2000),
2. Akad *mudharabah* (Fatwa DSN-MUI 07/2000),
3. The *Musyarakah Contract* (Fatwa DSN-MUI 08/2000).

In customers who default due to bankruptcy/bankruptcy, in this case, the bank is encouraged to postpone debt bills until the customer is able to return, provide relief in installment payments, or based on an agreement (Article 124 Paragraph (2) jo Fatwa DSN-MUI 04/2000).

Customers who refuse to perform their obligations even though they are able will be warned by the Islamic bank. There are several stages carried out by banks, namely: (Zechariah, 2025)

### 1. Warning Letter 1 (SP 1)

The first warning letter will be issued if the customer or debtor is late in paying his or her obligations after 60 days have passed from the due date.

### 2. Warning Letter 2 (SP 2)

The second warning letter (SP2) was issued as a continuation of the first warning letter (SP1). SP2 is given to the customer or debtor if within 30 days after the SP1 is issued, the debtor still has not paid off the installments. This letter is issued when the bank has believed that the customer or debtor is unable to pay his obligations and does not show good faith to make the payment.

### 3. Warning Letter 3 (SP 3)

The third warning letter (SP3) is issued when the debtor is already included in the category of bad loans. SP3 is granted if within 30 days after SP2 is granted, the debtor still has not paid off his obligations. Through SP3, the bank gave a final warning as well as conveyed its intention to confiscate the collateral owned by the debtor.

This needs to be done by the bank to reduce the number of losses obtained or prevent bad loans. This is also in line with the principles in the *murabahah* trust contract, good faith, because it is halal. If the customer runs away or goes into exile, the Islamic bank has the right to file a lawsuit with the Religious Court, with the aim that the customer can be judged as fairly as possible.

## IV. CONCLUSION AND SUGGESTIONS

### A. Conclusion

Akad murabahah in Islamic financial institutions is a type of buying and selling transaction that clearly highlights the acquisition price and profit margin, in line with sharia law and positive legal regulations that apply in Indonesia. The implementation of the murabahah contract must meet the principles and conditions stipulated in the Compilation of Sharia Economic Law (KHES) and the DSN-MUI Fatwa, such as price clarity, information disclosure, and freedom of contract, in order to avoid the element of usury and ensure justice for all parties. The murabahah mechanism in Islamic banking includes several stages, ranging from submitting customer needs, negotiating margins, implementing contracts,

purchasing goods by banks, handing over goods to customers, to payments that can be made in cash or installments according to the initial agreement.

In the event of a dispute or default, the settlement is carried out based on sharia principles through several stages, such as the provision of a warning letter, contract conversion, or settlement at the Sharia Arbitration Body, in accordance with the provisions of KHES and the DSN-MUI Fatwa. The murabahah agreement at Islamic financial institutions aims to provide fair, transparent, and usury-free financing solutions, as well as maintain the blessings and integrity of transactions in accordance with legal principles in Islam and applicable laws.

### B. Suggestion

For the advancement of Islamic economic law, research and development of the concept and dispute resolution mechanism of the murabahah contract need to continue to be carried out integratively by paying attention to the development of regulations, banking practices, and the needs of the community. It is hoped that the content of the discussion related to this research can be a reference for academics, practitioners, and regulators in strengthening the application of sharia principles and positive laws in Islamic financial institutions in Indonesia.

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