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EXISTENCY ROLE OF THE GENERAL ELECTION SUPERVISORY AGENCY IN LAMPUNG LAW ENFORCEMENT OF THE 2019 ELECTION

Maimun, Rudi Santoso

IMPLEMENTATION OF ARTICLE 3 LAW NUMBER 4 OF 2009 CONCERNING MINERAL AND COAL MINING IN THE GRANTING OF EXPLORATION MINING BUSINESS LICENSE

Anggalana, Dery Permana Putra, Chandra Reformasi

JURIDICAL ANALYSIS OF THE IMPACT OF CATCALLING ON WOMEN AND SANCTIONS FOR CATCALLING ACTORS IN INDONESIA

Budi Hidayat A, Yulia Hesti, Fauzi

REVIEW OF SHARIA ECONOMIC LAW ON THE IMPLEMENTATION OF THE MURABAHAH ACCOUNT AT MANDIRI SYARIAH BANK, BANDAR LAMPUNG CITY

Heru Fadli, Khumedi Ja'far, Iskandar Syukur

IMPLEMENTATION OF PRESIDENTIAL POWER BASED ON THE 1945 STATE CONSTITUTION OF THE REPUBLIC OF INDONESIA

Baharudin, Indah Satria, Sopian Efendi

INITIATING EQUITABLE START-UP IN THE CONTEXT OF LABOR LAW

Rifka Yudhi

ANALYSIS OF THE APPLICATION OF ARTICLE 88 OF THE REGULATION OF THE MINISTER OF HOME AFFAIRS NUMBER 120 OF 2018 CONCERNING AMENDMENTS TO THE REGULATION OF THE MINISTER OF HOME AFFAIRS NUMBER 80 OF 2015 CONCERNING THE ESTABLISHMENT OF REGIONAL LAW PRODUCTS

Lintje Anna Marpaung, Herlina Ratna Sumbawa Ningrum, Erman Syarif

THE URGENCY OF REGIONAL REGULATIONS IN REALIZING DISASTER RESILIENT VILLAGES IN SOUTH LAMPUNG DISTRICT

Agung Budi Prastyo, Okta Ainita



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REVIEW OF SHARIA ECONOMIC LAW ON THE IMPLEMENTATION OF THE MURABAHAH ACCOUNT AT MANDIRI SYARIAH BANK BANDAR LAMPUNG CITY

Heru Fadli¹, Khumedi Ja'far², Iskandar Syukur³

Abstract

Ba'imurabahah is applied as a financing product to finance the purchase of consumer goods (consumption), working capital needs, and investment needs. Financing in the form of consumers (consumption) are asuch as the purchase of vehicles, houses, and multipurpose goods (electronic goods, household equipment, and other consumer goods). For example, working capital financing to purchase paper raw materials for printing orders, mercantile inventory, raw material inventory, and capital goods, as well as unsustainable working capital. Likewise, financing for investment are such as to buy machinery and equipment for technological upgrades and updates. The Implementation of the Murabahah Agreement at Bank Mandiri Syariah, Bandar Lampung City was considered from the Perspective of Sharia Economic Law. In practice, Islamic Banks do not sell goods to customers, but Islamic Banks only provide an authorized amount of money to customers to buy goods for themselves. This seems as if the Islamic Bank does not want to take the risk, even though it should be the seller of the Islamic bank to be ready to face the risk of loss. Based on the results of this study, the implementation of the Murabahah Agreement at Bank Mandiri Syariah Bandar Lampung City did not fulfill one of the pillars of the contract.

Keywords: *murabahah, Islamic bank, contract, Bandar Lampung*

I. INTRODUCTION

The growth of sharia banking products and other sharia financial institutions in the Republic of Indonesia, where the majority of the population is Muslim, even the largest Muslim in the world, is far behind when compared to America, which has a very small Muslim population. Islamic products were only known in Indonesia in the early 1990s, when Bank Muamalat Indonesia was established. Starting from a sharia banking product, currently Indonesian Muslims are able to invest through various forms of sharia investment, including the murabahah contract (financing with margin).⁴

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⁴ Zainuddin Ali, *Hukum Perrbankan Syariah*, (Jakarta: Sinar Grafika, 2010), p. 26.

A contract is a written agreement containing the consent (offer) and qabul (acceptance) between one party and another which contains the rights and obligations between each party in accordance with sharia principles.⁵ In conventional banks, there are products in the form of providing credit (financing for procurement of goods) to entrepreneurs. For this reason, the bank hands over the money to the debtor for business continuity. Furthermore, for the money loan, the bank asks for interest which is expressed in% (percentage).

Whereas in Islamic banks, there are also credit products for companies. Among other things, with a buying and selling pattern / murabaha. The method for the bank is not to hand over money, but the bank to buy goods / services needed to do business, then the bank sells it back to the entrepreneur. For the sale, the bank gets a profit, which is called the margin which is calculated in% (percentage).⁶ *Murabaha* is a form of fundraising carried out by Islamic banking, both productive (for business activities) and consumptive (for daily needs). *Murabahah* is the sale and purchase of goods at the original price (capital) with an agreed additional profit and not too burdensome to the prospective buyer. In a murabaha contract, the seller must state the cost of the goods he bought and determine a level of profit in addition.⁷

Ba'i murabahah applied as a financing product to finance the purchase of consumer goods (consumption), working capital needs, and investment needs. Financing in the form of consumers (consumption), such as the purchase of vehicles, houses, and multipurpose goods (electronic goods, household equipment, and other consumer goods). For example, working capital financing to purchase paper raw materials for printing orders, mercantile inventory, raw material inventory, and capital goods, as well as unsustainable working capital. Likewise, financing for investment, such as to buy machinery and equipment for technological upgrades and updates.⁸

This *ba'i murabahah* activity can only be carried out after there is an agreement with the buyer, then an order is made. In the banking world, the activities of *ba'i murabahah* are in the financing of investment goods, both domestic and foreign, such as letters of credit or better known as L / C.⁹ Allah swt justifies buying and selling, in this case it is murabaha because it is really needed by the community. Every human being since they are on this earth needs the help of others and is not able to meet their increasing needs. So if there is no fair path that can be taken, of course, humans will take what they need by compulsion,

⁵ Abdul Ghofur, *Hukum Perjanjian Islam di Indonesia*, (Yogyakarta: Pustaka Pelajar, 2010), p.

⁶ Veithzal Rivai, dkk, *Islamic Business And Economic Ethics*, (Jakarta: Bumi Aksara, 2012), p. 173.

⁷ *Ibid.*

⁸ Mardani, *Hukum Sistem Ekonomi Islam*, (Jakarta: Rajawali Pers, 2015), p. 191.

⁹ Thamrin Abdullah dan Francis Tantri, *Bank dan Lembaga Keuangan*, (Jakarta: Rajawali Pers, 2013), p. 222.

causing chaos. If he is not strong, unable to violate human rights or does not want to make enmity, then of course he takes the path of begging, hoping for gifts, or enduring suffering until he dies of hunger.¹⁰

Buying and selling is one of the necessities of human life. He has always been with humans throughout his history. Business (buying and selling) comes to complement other human needs. Not just complementary, but as one of the main needs. This need is the need to exchange the necessary items. Because no human being has all the things he needs. One human being needs an item, and the other has the item he is looking for, or vice versa. Thus, between humans there is a need for interaction to meet the needs of an item. This interaction became known as trading.¹¹

Therefore Islamic law establishes rules for these purposes and limits desires so that it is possible for humans to obtain their intentions without giving harm to others. Enacting the law of exchange of needs between members of society is a just way so that humans can escape from narrowness and get their purpose without destroying the values of honor.¹² Buying and selling is a muamalah that is needed by everyone, some of the as-rarusy shari'ah justifies the transaction and Islam protects the parties with strong rules, including the word of Allah (Qs al-Maidah: 1):

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

Meaning:

*O you who believe, keep promises.*¹³

Talking about the advantages of the Islamic banking system, of course, Islamic banks have advantages compared to conventional banks, the advantages that are meant here are the advantages in terms of the system implemented by Islamic banks, namely the profit sharing system. or loss. This makes the wealth not only circulating in one group, that is, with the profit sharing system between the owner of the fund (customer) and the party who will manage the money (the bank), there is a mutual agreement in the profit sharing that will be obtained by each after the business is run and obtains advantage. In this case, the parties that carry out the cooperation will get the right to get their share according to the agreement of both parties. Then there will be a process of distributing capital, which also means the spread of business opportunities. And this in turn makes equity possible.¹⁴

¹⁰ Teungku Muhammad Hasbi Ash-Shiddieqy, *Falsafah Hukum Islam*, (Semarang: Pustaka Rizki Putra, 2013), p. 282.

¹¹ Anton Ramdan, *Etika Bisnis dalam Islam*, (Jakarta: Bee Media Indonesia, 2013), p. 1.

¹² Teungku Muhammad Hasbi Ash-Shiddieqy, *Op. Cit.*, p. 282.

¹³ Ministry of Religious Affairs, *Op. Cit.*, p. 106.

¹⁴ Ferdian Arie Bowo, *Pengaruh Pembiayaan Murabahah Terhadap Profitabilitas*, Jurnal Studia: Akuntansi dan Bisnis, Vol. 1, No. 1, p. 62.

Several studies have been carried out including the results of research which explains that in taking the source of sharia law there is a correspondence between the pure murabahah contract and the wakalah bill based on the DSN-MUI fatwa, only the technical implementation is different. This difference lies in the procedure for implementing the contract, especially in BMT which implements the murabahah bil wa-lost contract with gha-rar and riba. The advantages of mark-up based BMT are similar to those of usury.¹⁵

Other research has found that murabahah bil wakalah financing is one of the most popular financing products for customers at BMT Al-Hijrah KAN Jabung because this financing makes it easier for customers to provide loans without requiring collateral, in implementing murabahah financing. wakalah, BMT Al-Hijrah is collaborating with the Jabung Agro Niaga Cooperative in empowering customers' livestock businesses. With the hope of doing financing and cooperation between BMT Al-Hijrah KAN Jabung with the Agro Ni-aga Jabung Cooperative, customers can feel an increase in income through the cattle business that customers get from murabahah bil wakalah financing. at BMT Al-Hijrah KAN Jabung.¹⁶

The results of other studies indicate that the implementation of the murabahah contract that runs at BMT Arafah Sukoharjo and BMT Tumang Boyolali involves three parties, namely members (buyers), BMT, and suppliers (suppliers of goods). Murabahah buying and selling carried out at BMT Arafah Suko-harjo and BMT Tumang Boyolali is murabahah to purchase buyers or KPP, which means buying and selling mu-rabahah for members who order or order purchases.¹⁷ The implementation of the wakalah murabahah financing agreement carried out by BMT Setya Dana has a higher profit contribution than BMT Nurul Ummah which implements the murabahah bil wakalah contract. The high profit factor at BMT Setya Dana is influenced by its ability to sell goods, not loan funds.

Based on the results of observations that have been made on the results of previous studies, there are several problems related to the problems to be studied, namely the implementation of the murabahah contract in Islamic banking. From the results of these observations, we can describe the problems that have been obtained related to the implementation of the murabahah contract in Islamic banking.

In the implementation of financing transaction activities in Islamic banking, there are still similarities with financing transactions in conventional banks. As

¹⁵ Ismail Habib, *Analisis Perhitungan Pendapatan Tabungan Mudharabah, Murabahah dan Perlakuan Akuntansi pada Bank Syariah yang Terdaftar di Bursa Efek Indonesia*, (Medan: Skripsi FEB USU), p. 102.

¹⁶ Solihatin Khofsah, *Pelaksanaan Pembiayaan Murabahah bil Wakalah sebagai upaya peningkatan perekonomian peternak di BMT Al-Hijrah Kan Jabung*, (Malang: Skripsi Magister Ekonomi Islam UIN Maulana Malik Ibrahim), p. 154.

¹⁷ Munir, *Pelaksanaan Sistem Jual Beli Murabahah di BMT Arafah Sukoharjo dan BMT Tumang Boyolali*, (Surakarta: Tesis Magister Ekonomi Syariah IAIN Surakarta), p. 134.

with murabahah transactions in Islamic banking, which have been known as transactions that are free from the element of interest (usury), but still provide charges (interest), but in other terms. So that the current murabahah practice is no different from the interest system at conventional banks. The murabahah contract is a sale and purchase transaction in which the merchant buys the goods desired by the end user (buyer) and then sells it to the end user (buyer) at a price that has been calculated using the agreed profit margin beyond the costs borne by the trader.

Murabahah financing allows for conditions in the form of dhamman (guarantee / collateral) that is charged by the seller (bank) to the buyer (customer). The existence of dhamman (guarantee / collateral) at a sharia bank at a glance is indeed a problem for those who wish to apply for financing, especially if do not have dhamman (guarantee / collateral) that can be guaranteed to obtain financing from Islamic banks.¹⁸ Matters related to the quality of services and products of Islamic banks, especially murabahah products which are the dominant (most desirable) product in Islamic banking, in this case Bank Mandiri Syariah in Bandar Lampung City, need to be reviewed so that the parties carrying out murabahah transactions (Islamic banks and customers) can share the expected benefits and benefits. For this reason, it is necessary to further investigate the implementation of the Murabahah Agreement at Bank Mandiri Syariah in Bandar Lampung, whether the implementation in the field has met the provisions set by Islamic law. Based on the above explanation, this study will discuss the implementation and review of Islamic Economic Law on the Implementation of the Murabahah Agreement at Bank Mandiri Syariah, Bandar Lampung City.

II. DISCUSSION

Implementation of Murabahah Agreement at Islamic Bank in Bandar Lampung City

Bank Mandiri Syariah, Bandar Lampung city is one of the Islamic financial institutions located in the city of Bandar Lampung, has a variety of sharia-based products, including products for raising and distributing funds. Funds are collected in the form of money deposit facilities (savings), while the distribution of funds is in the form of financing and one of them is murabahah financing. In carrying out its operations, Bank Mandiri Syariah in the city of Bandar Lampung obeys and complies with the rules set by Bank Indonesia as the Central Bank (the parent of all banks in Indonesia) and the regulations of the Sharia Supervisory Board (DPS) under the auspices of the Indonesian Ulema Council (MUI) . After conducting the research, there were several findings in the field based on the results of interviews with Bank Mandiri Syariah in Bandar Lampung, including:

¹⁸ Bagya Agung Prabowo, *Op. Cit.*, p. 109-110.

2.1 *The implementation of the murabahah contract is not much different from credit at conventional banks*

The results of the interview with the sharia independent bank stated that the contract applied to murabahah financing used two contracts, namely murabahah and wakalah. This wakalah is a companion contract for murabahah, as for the purpose of the wakalah, namely to facilitate the operation of transactions between the customer and the sharia independent bank. This is because independent sharia banks do not provide goods that customers want such as buying and selling contracts in general, but banks only provide a certain amount of money to customers (in this case the customer represents the bank) to buy the goods the customer wants, after the item in question has been obtained by the customer. provide proof of purchase of the goods in question. Then between the customer and the bank makes an agreement regarding the amount of price and also the margin that must be paid by the customer to the Islamic independent bank. For payment, customers can pay to bank mandiri syariah in installments or in installments based on an agreement made by the customer and also bank mandiri syariah.¹⁹

2.2 *Bank Mandiri Syariah Bandar Lampung Murabahah Agreement Scheme* Information:

- a. Customer wants to buy consumer goods from the bank
- b. The bank buys goods from suppliers according to what the customer wants
- c. The supplier delivers goods to the bank
- d. The bank sells the goods at the cost of goods plus the agreed profits with the financing customer.

In general, the requirements that must be met by a prospective customer to make a financing application are:

- a. Photocopy of identity (KTP)
- b. Photocopy of family card (KK)
- c. Copy of marriage certificate
- d. Copy of NPWP
- e. Photocopy of SHM / SHGM certificate
- f. IMB (Permit to Build a Building) legalized
- g. Copy of PBB (Land and Building Tax) for the last year
- h. Latest salary / income slip
- i. Copy of current account / savings book for the last 3 months

Murabahah financing is financing to fulfill part or all of the needs using the sale and purchase principle (murabahah) where the payment is in installments

¹⁹ Interview with Nita Yuliza Micro as Banking Manager Bank Mandiri Syariah, Januari 2020

with a predetermined number of installments and is paid monthly according to the agreement between the customer and the bank. This murabahah contract is a form of business contract that seeks definite and upfront profit. With the murabahah system implemented in home ownership financing, it means that the bank must notify the acquisition price or the original price of the house purchased from the developer to prospective customers and determine an additional profit level. Murabahah financing practices at Bank Syari'ah KC Teluk Betung Bandar Lampung are carried out by:

- a. Customers come to the bank expressing the need for murabahah financing, or employees who immediately enter the field looking for customers who want to make financing.
- b. The bank will interview the customer, after the customer is interviewed and the prospective customer documents are entered, the bank will first conduct a survey conducted by the Account Officer regarding the completeness of the submitted documents, check whether the customer is included in the BI Checking list.
- c. After the survey is conducted and the bank deems the customer worthy of receiving the proposed murabahah financing, the bank and the prospective customer enter into an agreement before a notary public.
- d. After the contract is carried out, it returns to marketing marketing for the delivery of goods (land certificates and so on).
- e. The final step is in the payment management administration section

2.3 *Standard agreement (contract)*

The murabahah contract form at Bank Mandiri Syariah Bandar Lampung City is in the form of a standard contract, as outlined in a form prepared by Bank Mandiri Syairah. For customers who want to apply for murabahah financing, they must prepare all types of requirements needed and these requirements have been determined by Bank Mandiri Syariah.²⁰

2.4 *Bank Mandiri Syariah margin (profit)*

The majority of the murabahah implementation at Bank Mandiri Syariah is used to finance term financing such as financing for ownership of houses, cars, motorbikes and other consumptive financing. From the results of interviews with Bank Mandiri Syariah in the city of Bandar Lampung, it was found that in the margin calculation method carried out by Bank Mandiri Syariah in the city of Bandar Lampung using the Annuity and Flat methods. Bank Mandiri Syariah, Bandar Lampung city has a special team that will provide recommendations or suggestions regarding the amount of percentage margin to be determined, this special team is called the ALCO team. The ALCO team will provide considerations

²⁰ *Ibid.*,

related to several matters such as looking at BI ret for a certain period as well as other costs incurred by Bank Mandiri Syariah.

2.5 *Guarantee or Collateral*

In addition, in murabahah financing, there are several requirements made by the sharia independent bank, which must be met by the customer if the customer wants to get a murabahah financing facility from an independent sharia bank. One of the requirements that must be fulfilled by a customer is that the customer is required to provide a guarantee or in the language of Islamic banking it is called collateral. Items that can be used as collateral include: house documents, land certificates, motor vehicle certificates and so on.²¹

2.6 *Human Resources*

Human Resources (HR) in Islamic Mandiri banks come from various fields of scientific disciplines, so there is still a minimum of knowledge related to business development and Islamic values in Islamic banking products. It can be said that existing human resources do not fully understand the knowledge in the field of sharia economics, as a result, in running their business, both Islamic banks in general and Islamic independent banks in particular often deviate from Islamic values.²² Most of the practitioners of Islamic banking in explaining the aspects of sharia in Islamic banking products to the public are only limited to what they know, which raises doubts for the public regarding Islamic bank products.

2.7 *Down payment*

In Islamic banking, advances are known as ba'ul 'arbn, where the buyer buys something and hands over a portion of the price to the seller. If the sale and purchase is agreed by both parties, the money is counted as part of the price. But if the sale and purchase does not reach an agreement, the seller will take it as a grant from the buyer. Bank Mandiri Syariah, Bandar Lampung city imposes down payments for customers who will apply for murabahah financing is to ensure the seriousness of customers in applying for financing to Islamic Bank. As for the objects that can be used as collateral in Islamic banks are movable objects or immovable objects.²³

2.8 The customer does not have the ability to pay installments

When the murabahah contract is agreed upon by both parties, namely the Syariah Mandiri Bank and the customer, then the customer will then pay the Syariah Mandiri Bank in installments or monthly installments. If one day a customer experiences a disruption in the installment payment process (fails to

²¹ *Ibid.*,

²² *Ibid.*,

²³ *Ibid.*,

fulfill obligations) due to various factors, Bank Mandiri Syariah will provide relief to the customer with several options including first, rescheduling the payment period (reschedule) and second, reducing the burden of installments. by increasing the payment due date.²⁴

2.9 *Murabahah financing fine*

In general, every financial institution (banking) applies a fine system for customers who neglect their obligations, including Bank Mandiri Syariah, Bandar Lampung city. Bank Mandiri Syariah Bandar Lampung City applies fines not without cause, but to ensure that customers will not neglect their obligations to Bank Mandiri Syariah, Bandar Lampung city. There are two types of fines that can be applied to customers who neglect their obligations, namely fines in the form of payment of an amount of money (usually based on a percentage of the obligation due) based on ta'zir, and fines in the form of payment of money calculated based on losses suffered by the bank based on ta'widh or compensation. The fines applied at Bank Mandiri Syariah in Bandar Lampung are in the form of giving a sum of money to the bank. The amount of the fine applied has been determined by the bank as the creditor (the provider of financing facilities).²⁵

2.10 *The supervisory system carried out by the Sharia Supervisory Board (DPS)*

Supervision is carried out by the Sharia Supervisory Board on the implementation of sharia banking operations, in this case, Bank Mandiri Syariah in the city of Bandar Lampung is carried out in stages, meaning that the Sharia Supervisory Board carries out supervision based on a certain time, so the Sharia Supervisory Board does not monitor the operational implementation of Bank Mandiri Syariah optimally. because the supervisory team was not specialized and placed as part of the organizational structure of Bank Mandiri Syariah in Bandar Lampung.²⁶

Overview of Maqashid Sharia in the Murabahah contract

One of the financing in Islamic banking is financing with a sale and purchase agreement. The sale and purchase agreement developed in a sharia bank is called murabahah financing. Every contract in Islamic banking must fulfill the harmonious and legal requirements of the contract, namely the existence of a seller, the presence of a buyer, there are goods, there is a contract (ijab-qabul), goods must be lawful, prices and services must be clear, the goods being transacted belong to the seller.²⁷

²⁴ *Ibid.*,

²⁵ *Ibid.*,

²⁶ *Ibid.*,

²⁷ Muhammad Syafi'i Antonio, Cetakan kedua puluh tiga, *Bank Syariah dari Teori Ke Praktik*, (Jakarta.Gema Insani, 2015), p. 29.

Murabaha what shari'ah banking does is not exactly the same as the definition of murabahah known in the books of fiqh. Murabaha, which is usually described in the book of fiqh, only involves two parties, namely the seller and the buyer. The payment method can be made in cash (naqdan) or installments (bi tsaman ajil / muajjal). Meanwhile, in syari'ah banking, there are actually two murabahah contracts that involve three parties. The first murabaha is done in cash between the bank (as the buyer) and the seller of the goods. The second murabahah is carried out in installments between the bank (as a seller) and the bank customer. As a business practice, of course, the bank takes advantage of this murabaha transaction.²⁸

Furthermore, Imam Syafi'i stated that it is permissible to carry out sale and purchase transactions in murabaha, provided that there is a *khiyar* (suffrage) for the seller and the buyer to continue or not. The existence of this *khiyar* right is one of the conditions in the sale and purchase agreement in general. Some scholars state that the practice of murābahah is a trick to borrow money with additional interest (usury), and is only a money loan scheme and the Islamic Financial Institution (LKS) earns additional interest in the form of profits from the loan. However, the legal basis in muamalat is not only based on the results but on how the process is and who is the intermediary. The process and the intermediary in the murābahah is legal buying and selling and the goods are actually owned by the Sharia Financial Institution (LKS). Sharia Financial Institutions (LKS) do purchase goods by buying and selling that are legal and real. As with traders in general, buying to sell to other parties, is the right of a seller to take profit and resell it by cash, postponed or in installments.²⁹

However, the implementation of the murabahah contract that occurs in Islamic banking does not work as it should be regulated in the provisions of fiqh (Islamic law), but on the contrary, in the murabahah contract at Bank Mandiri Syariah, Bandar Lampung city, the bank does not have the goods that the customer wants or buys. goods for the customer but the bank authorizes the customer in the form of a *wakalah* contract. Practices like this are not much different from the credit system in conventional banks, where conventional banks will give a certain amount of money to customers after which the customers will buy the goods they want themselves. Murabahah contracts like this will result in uncertainty on the status of the goods,³⁰

A contract like this violates the terms of the legality of a contract. Failure to fulfill one of the pillars of the contract causes the contract to be canceled (invalid).

²⁸ Pusat Komunikasi Ekonomi Syariah, e-book Perbankan Syariah, (Jakarta : PKES Publishing, 2008), p. 16.

²⁹ Royyan Ramdhani Djayusman, *Murabahah Antara Teori dan Praktik: Analisis Fiqh dan Keuangan*, Ijtihad: Jurnal Hukum dan Ekonomi Islam, Vol. 6, No. 2, 2012, p. 278.

³⁰ Muammar Arafat Yusmad, *Aspek Hukum Perbankan Syariah: dari Teori ke Praktik*, (Sleman: Deepublish, 2018), p. 22.

In this case, the unfulfilled rukun is an unclear contract object (the goods being contracted are not owned by a sharia bank). Islamic banks should first buy these items before selling them to customers. In the era of contemporary Islamic economic and financial progress, many problems have arisen, such as hedging (swap, forward, options), Margin During Construction (MDC), profit equalization reserve (PER), trade finance and all its problems, dozens of cases of hybrid contracts, instruments inter bank money market, sukuk schemes, repo, syariah or conventional inter-bank syndication financing, restructuring, indent property financing, ijarah maushufah fi al-zimmah, hybrid take over and refinancing, forfeiting, overseas financing, KTA scheme, multi-financing use, credit card design, laws related to fiduciary guarantees, hypoteik and mortgage rights and a number of new cases that continue to emerge.

In line with the increasingly rapid growth of Islamic banking and finance, these deficiencies must be corrected gradually. Moreover, Islamic bank supervisors from Bank Indonesia in all regions are required to have standardized competence in sharia science, namely ushul fiqh banking and maqashid sharia, which these authorities have so far neglected. The bad impact of neglecting this important pillar is the occurrence of rigidity, narrowness and even errors in supervision and auditing. There are many (even countless) complaints and complaints from sharia banking practitioners about the rigidity and fatality committed by bank supervisory personnel from these government regulatory agencies, especially supervisors in regions throughout Indonesia.

III. CONCLUSION

Bank Mandiri Syariah in the city of Bandar Lampung has various kinds of sharia-based products, including products for collecting and distributing funds. In carrying out its operations, Bank Mandiri Syariah in the city of Bandar Lampung obeys and complies with the rules set by Bank Indonesia as the Central Bank (the parent of all banks in Indonesia) and the regulations of the Sharia Supervisory Board (DPS) under the auspices of the Indonesian Ulema Council (MUI). One of the financing in Islamic banking is financing with a sale and purchase agreement. The sale and purchase agreement developed in a sharia bank is called murabahah financing. Every contract in Islamic banking must fulfill the harmonious conditions and the legal requirements of the contract, namely the existence of a seller, the presence of a buyer, there are goods, there is a contract (ijab-qabul), On the facts applied in the world of Islamic banking This murabahah contract is a sale and purchase carried out by means of debt and installments which are made into one package so that a simultaneous sale-purchase and loan agreement applies. So it can be said that the practice of murabahah at Bank Mandiri Syariah in the city of Bandar Lampung is not a pure murabahah contract, but rather a credit contract in conventional banking.

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