



Dynamics of Murabahah Disputes: Factor Analysis and Decisions of the Indonesian Religious Courts (2010-2024)

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ABSTRACT

Purpose: This paper aims to examine the factors contributing to the resolution of Murabaha contract disputes in religious courts.

Design/Method/Approach: This research uses content analysis, applying a qualitative approach with primary data obtained from Murabaha dispute resolution decisions in Indonesian Religious Courts from 2010 to 2024, accessible via the website <https://bangunan3.mahkamahagung.go.id> using the keyword 'Murabahah.' Secondary data is sourced from journals and books to supplement the research material.

Findings: Based on the data obtained from the website <https://bangunan3.mahkamahagung.go.id> for the years 2010-2024, there are 220 decisions available. The majority of these decisions are related to breach of contract claims rather than actions against the law. The primary cause of breach of contract is the failure to fulfill or comply with agreed contractual obligations, while the cause of actions against the law involves disputes where the buyer or lender opposes the use of insurance or securities sold at auction.

Originality/Values: The main contribution of this research is to describe the factors causing the resolution of murabahah contract disputes in religious courts from 2010 to 2024.

INTRODUCTION

The rapid growth of Islamic finance in Indonesia is evident from the increasing number of customers interested in Islamic banks and the rising use of Murabahah contracts in banking transactions¹. According to Law No. 21 of 2008 on Islamic Banking, Murabahah is a contract where financing is provided for a product by disclosing the purchase price to the buyer, who then pays a higher price as an agreed-upon profit. In Islamic Financial Institutions, Murabahah is considered a sale contract between the bank and the customer. Murabahah financing is based on *ribhun* (profit) and conducted through either installment or cash sales². However, alongside this growth, there has been an increase in disputes related to Murabahah contracts in the religious courts³. The high incidence of disputes arising from Murabahah contracts poses a serious threat to public trust in Islamic finance and may hinder economic growth. There have been at least 1,601 Murabahah contract disputes and 219 Sharia economic disputes related to Murabahah recorded in the Indonesian Supreme Court. These issues often arise from conflicts between parties, resulting from fraud, breach of promise, or non-compliance with contractual obligations, indicating that Murabahah contracts are among the most contentious.

So far, research on Murabahah contracts has been extensive. For instance, Try Setiady's study focuses on Murabahah financing from an Islamic jurisprudence perspective⁴, while Afifi Titazahra et al. analyze the legal resolution of Murabahah disputes in religious courts by examining a specific case⁵. Additionally, Alfiah Hanafi's research on factors leading to Murabahah disputes was limited to the year 2022⁶. Therefore, this study aims to address the gaps in previous research by analyzing the factors causing Murabahah dispute

¹ Rahmi Widia Aliani Abubakar, "ISTILAH-ISTILAH EKONOMI SYARIAH DALAM SEJARAH PERKEMBANGAN EKONOMI ISLAM," *JURNAL EKONOMI DAN KEUANGAN ISLAM* Vol. 02, N (2022): hlm. 165-179.

² Muhammad Iqbal and Chaliddin Chaliddin, "Akad Murabahah Dalam Islam," *Al-Hiwalah: Journal Syariat Economic Law* 1, no. 2 (2022): 143–56, <https://doi.org/10.47766/alhiwalah.v1i2.896>.

³ Safitri Mukarromah, "KESIAPAN HAKIM DAN PERATURAN PERUNDANG-UNDANGAN DALAM PENYELESAIAN SENGKETA EKONOMI SYARIAH DI PENGADILAN AGAMA PURWOKERTO Safitri Mukarromah," *Islamadina*, 2017, 75–92.

⁴ Tri Setiady, "Pembiayaan Murabahah Dalam Perspektif Fiqh Islam, Hukum Positif Dan Hukum Syariah," *FLAT JUSTISIA: Jurnal Ilmu Hukum* 8, no. 3 (2015): 517–30, <https://doi.org/10.25041/fiatjustisia.v8no3.311>.

⁵ Afifi Tita Zahra and Muhammad Naim, "Analisis Hukum Penyelesaian Sengketa Murabahah Di Pengadilan Agama," *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah* 2, no. 2 (2019): 173–74, <https://doi.org/10.30651/justeko.v2i2.2476>.

⁶ ALFIAH HANAFI, "FENOMENA SENGKETA EKONOMI SYARIAH PEMBIAYAAN AKAD MURABAHAH DI PENGADILAN AGAMA," n.d.

resolutions in religious courts from 2010 to 2024. This leads to the following questions: 1. What factors contribute to Murabahah disputes in religious courts? 2. Which factors dominate the occurrence of Murabahah disputes in religious courts?

This study argues that a lack of knowledge about Murabahah contracts is a primary factor contributing to disputes in Murabahah financing products. The increasing number of disputes highlights the need for a thorough investigation to understand the root causes comprehensively. Therefore, it is hoped that the findings of this research can serve as a reference for formulating strategic measures to prevent and minimize Murabahah disputes in the future.

RESEARCH METHOD

This study is classified as qualitative research because it aims to identify and analyze the factors causing disputes over Murabahah financing products based on decisions from the Indonesian Religious Courts from 2010 to 2024, which have been published on the official website of the Supreme Court of the Republic of Indonesia. This research uses two sources of data: primary and secondary. The primary data source consists of documents from the Indonesian Religious Courts on disputes involving Murabahah financing products that have been published on the official website of the Supreme Court of the Republic of Indonesia from 2010 to 2024. The secondary data sources include books, journal articles, and other literature relevant to this study.

Data collection uses the documentation method, which involves tracing the decisions of the Indonesian Religious Courts regarding Murabahah financing disputes from 2010 to 2024. This tracing is done by entering the keyword "Murabahah" into the search column on the official Supreme Court website (<https://putusan3.mahkamahagung.go.id>), which resulted in 219 documents on the decisions of the Indonesian Religious Courts regarding Murabahah financing disputes from 2010 to 2024 (see Table 1). In this study, the collected data are analyzed using content analysis techniques. This analysis is carried out in several steps: first, descriptive statistical analysis to determine the average of the most dominant factors in Murabahah financing disputes based on Indonesian Religious Court decisions from 2010 to 2024. Second, classification by categorizing decisions based on their factors. Third, verification or comprehensive conclusion.

RESULT AND DISCUSSION

Description of Murabahah Financing Product Disputes Based on Indonesian Religious Court Decisions from 2010 to 2024

In this study, a total of 220 court decision documents related to disputes over Murabahah financing products were found. Table 1 provides an overview of the distribution of these decisions, categorized by Religious Court, year, type of lawsuit, and ruling.

Table 1. Distribution of Murabahah Financing Product Dispute Data Based on Religious Court Decisions (2010-2024)

Religious Court and Judgment Number	Date, Month, and Year of Judgment	Types of Lawsuits	Judgment
PA C No. 2205 K/Pdt/2010	30-12-2010	Unlawful act	Rejected
PA Lubuk Pakam No. 2337/K/Pdt/2011	26-11-2011	Unlawful act	Rejected
PA Banjarbar No. 259/Pdt.G/2013	03-12-2013	Unlawful act	Granted
PA Purbalingga No. 311/Pdt.G/2014	05-06-2014	Breach of contract	Granted
PA Purbalingga No. 1720/Pdt.G/2013	16-01-2014	Breach of contract	Granted
PA Jakarta Slatan 2400/Pdt.G/2013	09-06-2014	Unlawful act	Granted
PA Purbalingga No. 1039/Pdt.G/2015	25-02-2015	Breach of contract	Granted
PA Bogor No. 883/Pdt.G/2013	28-05-2015	Breach of contract	Granted
PA Mara Enim No. 945/Pdt.G/2014	05-03-2015	Breach of contract	Granted
PA Makassar No. 995/Pdt.G/2015	01-10-2015	Unlawful act	Entirely rejected
PA Surakarta No. 507/Pdt.G/2014	04-08-2015	Breach of contract	Rejected
PA Garut No. 1216/Pdt.G/2015	08-07-2015	Breach of contract	Rejected
PA Badung No. 0030/Pdt.G/2016	23-08-2016	Breach of contract	Partially granted
PA Bantul No. 384/Pdt.G/2016	26-07-2016	Breach of contract	Dicabut
PA Makassar No. 2279/Pdt.G/2015	12-05-2016	Unlawful act	Rejected
PA Wonosari No. 375/Pdt.G/2016	25-05-2016	Breach of contract	Granted

PA Banjar Negara No. 2334/Pdt.G/2015	11-04-2016	Breach of contract	Granted
PA Kisaran No. 0806/Pdt.G/2015	16-03-2016	Breach of contract	Rejected
PA Wonosari No. 1117/Pdt.G/2016	15-12-2016	Breach of contract	Rejected
PA Pekan baru No. 0765/Pdt.G/2016	07-11-2016	Unlawful act	Rejected
PA Bandung No. 0030/Pdt.G/2016	23-08-2016	Breach of contract	Accepted in part
PA Bukittinggi No. 6/Pdt.G/2017	10-06-2017	Breach of contract	Rejected
PA Lubuk Pakam No. 1031/Pdt.G/2017	09-11-2017	Breach of contract	Granted
PA Seleman 1609/Pdt.G/2016	12-07-2017	Breach of contract	Partially granted
PA Bukittinggi No. 50/Pdt.G/2017	18-12-2017	Unlawful act	Cannot be accepted
PA Brebes No. 5/Pdt.Eks/2016	22-08-2017	Breach of contract	Rejected
PA Wonosari No. 1120/Pdt.G/2016	24-01-2017	Breach of contract	Settlement
PA Purbalingga No. 2052/Pdt.G/2017	12-12-2017	Breach of contract	Granted
PA Magelang No. 184/Pdt.G/2017	04-12-2017	Breach of contract	Dicabut
PA Banyumas No. 1391/Pdt.G/2017	06-11-2017	Breach of contract	Settlement
PA Yogyakarta No. 551/Pdt.G/2016	27-07-2017	Breach of contract	Rejected
PA Depok No. 3330/Pdt.G/2016	15-11-2017	Breach of contract	Rejected
PA Mentok No. 136/Pdt.G/2017	19-12-2017	Breach of contract	Granted
PA Sintang No. 132/Pdt.G/2016	18-01-2017	Breach of contract	Granted
PA Purwokerto No. 2370/Pdt.G/2016	18-05-2017	Breach of contract	Granted
PA Jakarta Pusat No. 1372/Pdt.G/2017	05-03-2018	Breach of contract	Granted

PA Polewali No. 316/Pdt.G/2018	19-11-2018	Unlawful act	Not acceptable
PA Banyumas No. 260/Pdt.G/2018	04-06-2018	Breach of contract	Granted
PA Surabaya No. 1/Pdt.G.S/2018	21-11-2018	Breach of contract	Granted
PA Purbalingga No. 0910/Pdt.G/2018	17-07-2018	Breach of contract	Granted
PA Gorontalo No. 0293/Pdt.G/2017	04-01-2018	Unlawful act	Partially granted
PA Banjar Negara No. 2300/Pdt.G/2018	22-11-2018	Breach of contract	Accepted in part
PA Purbalingga No. 0374/Pdt.G/2018	06-11-2018	Breach of contract	Granted
PA Purbalingga No. 0909/Pdt.G/2018	08-06-2018	Breach of contract	Granted
3580/Pdt.G/2018 PA Surabaya	26-12-2018	Breach of contract	Granted
PA Purbalingga No. 0907/Pdt.G/2018	26-06-2018	Breach of contract	Granted
PA Cikarang No. 1/Pdt.G.S/2018	07-12-2018	Breach of contract	Partially granted
PA Mungkid No. 2/Pdt.G.S/2018	21-11-2018	Breach of contract	Revoked
PA Purbalingga No. 317/Pdt.G/2018	26-11-2018	Breach of contract	Granted
PA Lubuk Pakam No. 1030/Pdt.G/2017	11-01-2018	Unlawful act	Granted
PA Banyumas No. 861/Pdt.G/2018	13-08-2018	Breach of contract	Not acceptable
PA Mungkid No. 2190/Pdt.G/2018	17-11-2018	Breach of contract	Revoked
PA Mentok No. 0136/Pdt.G/2018	02-10-2018	Breach of contract	Granted
PA Surakarta No. 170/Pdt.G/2018	06-09-2018	Unlawful act	Not acceptable
PA Kediri No. 29/Pdt.G/2018	02-05-2018	Breach of contract	Granted

PA Mungkid No. 1492/Pdt.G/2017	29-01-2018	Breach of contract	Not acceptable
PA Baturaja No. 1023/Pdt.G/2018	06-09-2018	Breach of contract	Revoked
PA Balikpapan No. 1376/Pdt.G/2017	09-05-2018	Unlawful act	Revoked
PA Karanganyar No. 1415/Pdt.G/2017	27-11-2018	Breach of contract	Rejected
PA Mungkid No. 365/Pdt.G/2018	02-07-2018	Breach of contract	Revoked
PA Klaten No. 1135/Pdt.G/2018	27-08-2018	Breach of contract	Granted
PA Tasikmalaya No. 1224/Pdt.G/2017	01-03-2018	Breach of contract	Granted
PA Pati No. 2743/Pdt.G/2017	03-01-2018	Breach of contract	Granted
PA Tasikmalaya Kota No. 1609/Pdt.G/2017	29-08-2018	Unlawful act	Granted
PA Balikpapan 1617/Pdt.G/2018	12-12-2018	Unlawful act	Dismissed
PA Bantul No. 74/Pdt.G/2017	05-07-2018	Breach of contract	Granted
PA Batam No. 1124/Pdt.G/2019	24-07-2019	Breach of contract	Rejected
PA Palu 1/Pdt.G.S/2019	16-12-2019	Breach of contract	Granted
PA Mungkid No. 187/Pdt.G/2019	08-05-2019	Breach of contract	Granted
PA Batam No. 1291/Pdt.G/2019	03-09-2019	Breach of contract	Granted
PA Sleman No. 433/Pdt.G/2019	20-05-2019	Breach of contract	Granted
PA Surabaya No. 3753/Pdt.G/2019	05-12-2019	Unlawful act	Rejected
PA Makassar No. 2280/Pdt.G/2019	18-12-2019	Unlawful act	Rejected
PA Cibinong No. 1/Pdt.G.S/2019	11-11-2019	Breach of contract	Granted
PA Ternate No. 261/Pdt.G/2019	14-11-2019	Breach of contract	Rejected
PA Bangil No. 1348/Pdt.G/2019	07-08-2019	Breach of contract	Granted

PA Purwokerto No. 0531/Pdt.G/2019	06-09-2019	Breach of contract	Granted
PA Purwokerto No. 0398/Pdt.G/2019	12-07-2019	Breach of contract	Granted
PA Surabaya No. 5397/Pdt.G/2019	18-12-2019	Breach of contract	Granted
PA Sidoarjo No. 3819/Pdt.G/2019	02-12-2019	Breach of contract	Partially granted
PA Purbalingga No. 0001/Pdt.G.S/2019	10-07-2019	Breach of contract	Granted
PA Gunung Sugih No. 1638/Pdt.G/2019	01-10-2019	Breach of contract	Granted
PA Sukadana No. 0001/Pdt.G.S/2019	25-11-2019	Breach of contract	Granted
PA Sidoarjo No. 1/Pdt.G.S/2019	27-11-2019	Breach of contract	Partially granted
PA Selong No. 2/Pdt.G.S/2019	17-12-2019	Breach of contract	Partially granted
PA Brebes No. 4524/Pdt.G/2019	28-11-2019	Breach of contract	Not acceptable
PA Muaro Tebo No. 0043/Pdt.G/2019	31-07-2019	Breach of contract	Dismissed
PA Cilacap No. 6099/Pdt.G/2019	30-12-2019	Breach of contract	Granted
PA Cilacap No. 3714/Pdt.G/2019	20-12-2019	Breach of contract	Partially granted
PA Banyumas No. 1794/Pdt.G/2018	25-03-2019	Breach of contract	Granted
PA Mungkid No. 1667/Pdt.G/2019	10-12-2019	Breach of contract	Partially granted
PA Salatiga No. 0836/Pdt.G/2018	27-03-2019	Breach of contract	Granted
PA Banyumas No. 1794/Pdt.G/2018	25-03-2019	Breach of contract	Granted
PA Batam No. 1098/Pdt.G/2019	30-07-2019	Breach of contract	Partially granted
PA Garut No. 3/Pdt.G.S/2019	06-08-2019	Breach of contract	Fully granted
PA Cilacap No. 0010/Pdt.G.S/2019	22-05-2019	Breach of	Granted

		contract	
PA Kediri No. 2/Pdt.G.S/2019	04-07-2019	Breach of contract	Granted
PA Seleman No. 2/Pdt.G.S/2019	09-04-2019	Breach of contract	Partially granted
PA Kediri No. 191/Pdt.G/2019	28-03-2019	Unlawful act	Revoked
PA Sengkang No. 1/Pdt.G.S/2019	11-10-2019	Breach of contract	Granted
PA Situbondo No. 2/Pdt.G.S/2019	21-10-2019	Breach of contract	Granted
PA Kediri No. 589/Pdt.G/2017	30-01-2019	Breach of contract	Granted
No. 3/Pdt.G.S/2019 PA Situbondo	17-10-2019	Breach of contract	Partially granted
PA Banjarnegara No. 1/Pdt.G.S/2019	26-12-2019	Breach of contract	Partially granted
PA Wates No. 2/Pdt.G.S/2019	28-10-2019	Breach of contract	Partially granted
PA Palu No. 97/Pdt.G/2020	25-06-2020	Unlawful act	Rejected
PA Soreng No. 2/Pdt.GS/2019	08-01-2020	Breach of contract	Rejected
PA Depok No. 4293/Pdt.G/2019	25-02-2020	Breach of contract	Granted
PA Pekan Baru No. 407/Pdt.G/2020	27-07-2020	Breach of contract	Granted
PA Bengkulu No. 19/Pdt.G.S/2020	27-10-2020	Breach of contract	Granted
PA Makassar No. 2323/Pdt.G/2019	26-02-2020	Breach of contract	Rejected
PA Sukadana No. 0001/Pdt.G.S/2020	15-02-2020	Breach of contract	Partially granted
PA Batam No. 2/Pdt.G.S/2020	24-03-2020	Breach of contract	settlement
PA Sumber No. 4569/Pdt.G/2020	14-09-2020	Breach of contract	Rejected
PA Bengkulu No. 3/Pdt.G.S/2020	09-04-2020	Unlawful act	Rejected
PA Selong No. 2/Pdt.G.S/2020	10-08-2020	Breach of contract	Partially granted

PA Sengkang No. 1111/Pdt.G/2019	04-05-2020	Unlawful act	Rejected
PA.Bjb No. 1/Pdt.G.S/2020	05-10-2020	Breach of contract	settlement
PA Kepahiang No. 1/Pdt.G.S/2021	26-01-2021	Breach of contract	Granted
PA Bintuhan No. 2/Pdt.G.S/2021	28-06-2021	Breach of contract	Partially granted
PA Curup No. 37/Pdt.G.S/2021	27-05-2021	Breach of contract	Granted
PA Manna No. 4/Pdt.G.S/2021	09-01-2021	Breach of contract	Granted
PA Curup No. 38/Pdt.G/2021	31-05-2021	Breach of contract	Granted
PA Curup Bo. 61/Pdt.G.S/2021	05-08-2021	Breach of contract	Granted
PA Curup No. 7/Pdt.G.S/2021	29-01-2021	Breach of contract	Granted
PA Curup No. 10/Pdt.G.S/2021	29-01-2021	Breach of contract	Granted
PA Curup No. 30/Pdt.G.S/2021	03-06-2021	Breach of contract	Not acceptable
PA Manna No. 11/Pdt.G.S/2021	28-04-2021	Breach of contract	Granted
PA Argamakmur No. 30/Pdt.G.S/2021	10-05-2021	Breach of contract	Granted
PA Batam No. 1922/Pdt.G/2020	27-05-2021	Unlawful act	Granted
PA Batam No. 6/Pdt.G.S/2021	09-12-2021	Breach of contract	Granted
PA Bintuhan No. 9/Pdt.G.S/2021	01-09-2021	Breach of contract	Granted
PA Lubuk Pakam No. 1121/Pdt.G/2021	25-05-2021	Breach of contract	Revoked
PA Bintuhan No. 7/Pdt.G.S/2021	06-09-2021	Breach of contract	Revoked
PA Bintuhan No. 12/Pdt.G.S/2021	06-09-2021	Breach of contract	Revoked
PA Manna No. 8/Pdt.G.S/2021	21-04-2021	Breach of contract	Revoked
Padang Sidempun No. 245/Pdt.G/2021 PA	17-11-2021	Unlawful act	Rejected

PA Argamakmur No. 19/Pdt.G.S/2021	06-05-2021	Breach of contract	Granted
PA Argamakmur No. 9/Pdt.G.S/2021	24-02-2021	Breach of contract	Revoked
PA Argamakmur No. 10/Pdt.G.S/2021	24-02-2021	Breach of contract	Revoked
PA Panyabungan No. 1/Pdt.G.S/2020	14-01-2021	Breach of contract	Revoked
PA Sleman No. 4/Pdt.G.S/2021	06-05-2021	Breach of contract	Granted
PA Argamakmur No. 23/Pdt.G.S/2021	04-05-2021	Breach of contract	Revoked
PA Bantul No. 398/Pdt.G/2021	04-05-2021	Breach of contract	Granted
PA Argamakmur No. 21/Pdt.G.S/2021	29-04-2021	Breach of contract	Revoked
PA Batam No. 2/Pdt.G.S/2021	30-03-2021	Breach of contract	Revoked
PA Argamakmur No. 18/Pdt.G.S/2021	06-05-2021	Breach of contract	Granted
PA Argamakmur No. 29/Pdt.G.S/2021	10-05-2021	Breach of contract	Granted
PA Sukabumi No. 160/Pdt.G/2022	22-06-2022	Unlawful act	Rejected
PA Tigaraksa No. 3954/Pdt.G/2021	27-01-2022	Unlawful act	Granted
PA Baturaja No. 2/Pdt.G.S/2022	29-06-2022	Breach of contract	Granted
PA Baturaja No. 1/Pdt.G.S/2022	29-06-2022	Breach of contract	Granted
PA Malang No. 6362/Pdt.G/2021	20-01-2022	Unlawful act	Rejected
PA Kuningan No. 1/Pdt.G.S/2022	14-11-2022	Breach of contract	Granted
PA Pulau Panjung No. 2/Pdt.G.S/2022	02-02-2022	Breach of contract	Granted
PA Klaten No. 0001/Pdt.G.S/2022	29-08-2022	Breach of contract	Granted
PA Purbalingga No. 4/Pdt.GS/2022	17-10-2022	Breach of contract	Granted
PA Bantul No. 1639/Pdt.G/2021	30-03-2022	Breach of	Granted

		contract	
PA.PA Baturaja No. 3/Pdt.G.S/2022/	16-09-2022	Breach of contract	Granted
PA Bangkinang No. 1/Pdt.G.S/2022	19-12-2022	Breach of contract	Granted
PA Pati No. 4/Pdt.G.S/2022	25-07-2022	Breach of contract	Granted
PA Kebumen No. 195/Pdt.G/2022	24-03-2022	Breach of contract	Rejected
PA Surabaya No. 2/Pdt.G.S/2022	12-07-2022	Breach of contract	Granted
PA Bantul No. 443/Pdt.G/2022	30-09-2022	Breach of contract	Granted
PA Batusangkar No. 2/Pdt.G.S/2022	11-02-2022	Breach of contract	Granted
PA Garut No. 1/Pdt.G.S/2022	27-05-2022	Breach of contract	Granted
PA Batusangkar No. 1/Pdt.G.S/2022	11-02-2022	Breach of contract	Granted
PA Baturaja No. 4/Pdt.G.S/2022	16-09-2022	Breach of contract	Granted
PA Bantul No. 1247/Pdt.G/2022	30-11-2022	Breach of contract	Granted
PA Boyolali No. 1703/Pdt.G/2021	23-02-2022	Breach of contract	Granted
PA Payakumbuh No. 1/Pdt.G.S/2022	10-06-2022	Breach of contract	Granted
PA Boyolali No. 0315/Pdt.G/2022	28-04-2022	Breach of contract	Granted
PA Garut No. 2/Pdt.G.S/2022	25-05-2022	Breach of contract	Partially granted
PA Sumenep No.1/Pdt.G.S/2022	24-02-2022	Breach of contract	Granted
PA Bantul No. 1501/Pdt.G/2021	02-02-2022	Breach of contract	Granted
PA Jember No. 4/Pdt.G.S./2022	08-11-2022	Breach of contract	Granted
PA Stabat No. 846/Pdt.G/2023	12-07-2023	Breach of contract	Granted

PA Malang No. 3/Pdt.G.S/2023	05-12-2023	Breach of contract	Granted
PA Stabat No. 1577/Pdt.G/2023	13-12-2023	Breach of contract	Granted
PA Malang No. 4/Pdt.G.S/2023	05-12-2023	Breach of contract	Granted
PA Batam No. 2063/Pdt.G/2022	27-01-2023	Breach of contract	Granted
PA Cibenong No. 6762/Pdt.G/2022	30-03-2023	Breach of contract	Granted
PA Mentok No. 220/Pdt.G/2023	17-10-2023	Unlawful act	Granted
PA Sidoarjo No. 1158/Pdt.G/2023	01-08-2023	Breach of contract	Granted
PA Masamba No. 1/Pdt.G.S/2023	27-06-2023	Breach of contract	Granted
PA Demak No. 2/Pdt.G.S/2023	15-12-2023	Breach of contract	Granted
PA Baturaja No. 3/Pdt.G.S/2023	20-11-2023	Breach of contract	Granted
PA Kudus No. 1/Pdt.G.S/2023	21-02-2023	Breach of contract	Granted
PA Batang No. 2/Pdt.G.S/2023	28-08-2023	Breach of contract	Granted
PA Malang No. 2/Pdt.G.S/2023	16-08-2023	Breach of contract	Granted
PA Magetan No. 8/Pdt.G.S/2023	29-05-2023	Breach of contract	Partially granted
PA Bantul No. 3/Pdt.G.S/2023	31-05-2023	Breach of contract	Granted
PA Tulungagung No. 1/Pdt.G.S/2023	20-12-2023	Breach of contract	Granted
PA Malang No. 2/Pdt.G.S/2023	05-10-2023	Breach of contract	Granted
PA Bantul No. 378/Pdt.G/2023	29-03-2023	Breach of contract	Granted
PA Magelang No. 1/Pdt.G.S/2023	18-04-2023	Breach of contract	Granted
PA Situbondo No. 1115/Pdt.G/2023	04-09-2023	Breach of contract	Granted

PA Situbondo No. 8/Pdt.G.S/2022	24-08-2023	Breach of contract	Granted
PA Stabat No. 1578/Pdt.G/2023	18-10-2023	Breach of contract	Granted
PA Bantul No. 5/Pdt.G.S/2023	15-08-2023	Breach of contract	Granted
PA Pamekasan No. 4/Pdt.G.S/2023	07-11-2023	Breach of contract	Granted
PA Sijunjung No. 4/Pdt.G.S/2023	03-03-2023	Breach of contract	Granted
PA Pamekasan No. 2/Pdt.G.S/2023	15-08-2023	Breach of contract	Granted
PA Sijunjung No. 3/Pdt.G.S/2023	03-03-2023	Breach of contract	Granted
PA Sijunjung No. 1/Pdt.G.S/2023	31-01-2023	Breach of contract	Granted
PA Pulau Punjung No. 1/Pdt.G.S/2023	21-01-2023	Breach of contract	Granted
PA Stabat No. 201/Pdt.G/2023	04-04-2023	Breach of contract	Granted
PA Garut No. 1837/Pdt.G/2023	12-06-2023	Breach of contract	Granted
PA Jember No. 4/Pdt.GS/2024	18-03-2024	Breach of contract	Granted
PA Jember No. 1/Pdt.GS/2024	04-03-2024	Breach of contract	Granted
PA Makassar No. 1/Pdt.G.S/2024	25-06-2024	Breach of contract	Granted
PA Jakarta Utara No. 2361/Pdt.G/2023	19-03-2024	Breach of contract	Granted
PA Bogor No. 1271/Pdt.G/2023	28-05-2024	Breach of contract	Rejected
PA Demak No. 2/Pdt.G.S/2024	01-01-2024	Breach of contract	Granted
PA Wonogiri No. 3/Pdt.G.S/2024	07-02-2024	Breach of contract	Granted
PA Sleman No. 156/Pdt.G/2024	06-06-2024	Breach of contract	Granted
PA Bantul No. 395/Pdt.G/2024	03-07-2024	Breach of contract	Granted

PA Situbondo No. 1758/Pdt.G/2023	24-01-2024	Breach of contract	Granted
PA Pamekasan No. 1/Pdt.G.S/2024	07-02-2024	Breach of contract	Partially granted
PA Tigaraksa No. 4418/Pdt.G/2023	22-03-2024	Breach of contract	Granted

Source: Processed Primary Data

Table 2 describes the judgments of the Religious Courts regarding Murabahah financing product disputes based on the year of the decision. In the table, it is apparent that only in 2012 there were no recorded judgments or disputes related to Murabahah financing products. The years 2010, 2011, and 2013 had the fewest decisions related to Murabahah financing product disputes, with only 1 judgment each, followed by 2014 with 3 judgments, 2015 with 6 judgments, and 2016 with 7 judgments.⁹ Meanwhile, 2019 had the highest number of Murabahah financing product disputes, with 39 judgments. This was followed by 2023 with 32 judgments, 2018 with 31 judgments, 2021 with 30 judgments, 2022 with 28 judgments, 2017 with 14 judgments, 2020 with 13 judgments, and 2024 with 12 judgments.

Table 2. Indonesian Religious Court Judgments on Murabahah Financing Product Disputes by Year

Year of Judgment	Number of Judgments
2010	1
2011	1
2012	-
2013	1
2014	3
2015	6
2016	9
2017	14
2018	31
2019	39
2020	13
2021	30
2022	28
2023	32
2024	12
Amount	220

Source: Processed Primary Data

In Table 3, it is explained that a total of 90 Religious Courts across Indonesia have handled cases related to Murabahah financing products. Furthermore, the Purbalingga and Bantul Religious Courts stand out as the courts with the highest number of Murabahah financing cases, each handling 11 decisions. This indicates that the Purbalingga and Bantul Religious Courts bear a higher burden of Murabahah financing cases compared to other Religious Courts.

Table 3. Distribution of Religious Courts Handling Murabahah Financing Product Dispute Cases

Name of the Religious Court	Number of Judgments	Name of the Religious Court	Number of Judgments
PA Argamakmur	8	PA Manna	3
PA Badung	1	PA Masamba	1
PA Balikpapan	2	PA Mentok	3
PA Bandung	1	PA Muara Enim	1
PA Bangil	1	PA Muaro Tebo	1
PA Bangkinang	1	PA Mungkid	6
PA Banjar Negara	3	PA Padang Sidempun	1
PA Banjarbaru	1	PA Palu	2
PA Bantul	11	PA Pamekasan	3
PA Banyumas	5	PA Panyabungan	1
PA Batam	8	PA Pati	2
PA Batang	1	PA Payakumbuh	1
PA Baturaja	6	PA Pekan Baru	2
PA Batusangkar	2	PA Polewali	1
PA Bengkulu	2	PA Pulau Panjung	1
PA Bintuhan	4	PA Pulau Punjung	1
PA Bogor	2	PA Purbalingga	11
PA Boyolali	2	PA Purwokerto	3
PA Brebes	2	PA Salatiga	1
PA Bukittinggi	2	PA Seleman	2
PA Cibinong	2	PA Selong	2
PA Cikarang	1	PA Sengkang	2
PA Cilacap	3	PA Sidoarjo	3
PA Curup	6	PA Sijunjung	3
PA Demak	2	PA Sintang	1
PA Depok	2	PA Situbondo	5

PA Garut	5	PA Sleman	3
PA Gorontalo	1	PA Soreng	1
PA Gunung Sugih	1	PA Stabat	4
PA Jakarta Pusat	1	PA Sukabumi	1
PA Jakarta Selatan	1	PA Sukadana	2
PA Jakarta Utara	1	PA Sumber	1
PA Jember	3	PA Sumenep	1
PA Karanganyar	1	PA Surabaya	5
PA Kebumen	1	PA Surakarta	3
PA Kediri	4	PA Tasikmalaya	1
PA Kepahiang	1	PA Tasikmalaya Kota	1
PA Kisaran	1	PA Ternate	1
PA Klaten	2	PA Tigaraksa	2
PA Kudus	1	PA Tulungagung	1
PA Kuningan	1	PA Wates	1
PA Lubuk Pakam	4	PA Wonosari	4
PA Magelang	2	PA Yogyakarta	1
PA Magetan	1	PA.Banjarbaru	1
PA Makassar	5	PA Malang	5

Number of Religious Courts: 90

Number of Judgments: 220

Source: Processed Primary Data

Table 4 explains the decisions of the Religious Court related to disputes over Murabahah financing products, based on the data distribution in Table 1 above. There are two main factors underlying the lawsuits: breach of contract and unlawful acts. Breach of contract is the most common basis for lawsuits, with 193 cases, compared to 27 cases of unlawful acts. For more details, please refer to the following table.

Table 4. Decisions of the Indonesian Religious Court on Disputes Over Murabahah Financing Products Based on the Number of Lawsuits

Basis of the Lawsuit	Amount
Breach of Contract	193
Unlawful Act	27
Amount	220

According to its definition, a dispute over Murabahah financing products is a conflict between two or more parties arising from differences in

views regarding interests or property, which can lead to legal consequences for both parties and legal sanctions for one party⁷. The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) has issued a fatwa on the resolution of problematic financing, which is regulated in fatwa No.48/DSN-MUI/II/2005⁸. Resolving disputes in court is one of the best ways. Besides being a means of resolving disputes outside of court, the court is also an institution believed to be capable of providing solutions for those seeking justice for the problems they face⁹. In addition to resolving legal issues through the judiciary, Islam also recognizes a system for resolving disputes without a court, such as as-sulhu and at-tahkim. The resolution of legal issues through negotiation with the aim of maintaining peace is known as as-sulhu. Meanwhile, the resolution of disputes using an out-of-court judicial institution is called at-tahkim¹⁰.

When a judge decides on a particular case, they must consider the relevant legal issues as well as properly document the case¹¹. The case must be prepared and submitted in advance so that the dispute can be evaluated and decided based on the legal actions assessed by the judge¹². According to Article 133 of the Indonesian Civil Code, the resolution of Murabahah disputes can be settled through sulh (conciliation) or through the courts¹³. A lawsuit is a means and solution for the plaintiff to obtain their rights that have been violated or

⁷ Uswatun Hasanah, Nasaruddin Mera, and Besse Tenriabeng Mursyid, "Penyelesaian Sengketa Akad Pembiayaan Di Pengadilan Agama," *Tadayun: Jurnal Hukum Ekonomi Syariah* 3, no. 2 (2022): 183–200, <https://doi.org/10.24239/tadayun.v3i2.80>.

⁸ Rozaq M Yasin and Rifqi Muhammad, "STRATEGI PENYELESAIAN PEMBIAYAAN BERMASALAH: TINJAUAN ASPEK HUKUM (Studi Pada BPRS Di Provinsi Daerah Istimewa Yogyakarta)," *HUMAN FALAH: Jurnal Studi Ekonomi Dan Bisnis Islam* 7, no. 2 (2020), <https://doi.org/10.30829/hf.v7i2.7183>.

⁹ Hairul Maksum, "Melibatkan Badan Negara Atau Pejabat Pemerintah," *Juridica* 2, no. 1 (2020): 9.

¹⁰ Cindy Ratna Amalia and Astika Nurul Hidayah, "Penyelesaian Sengketa Perbankan Syariah Di Luar Pengadilan Agama," *Jurnal Hukum In Concreto* 3, no. 1 (2024): 15–26, <https://doi.org/10.35960/inconcreto.v3i1.1294>.

¹¹ Wafda Husnul Mukhiffa, "Urgensi Dan Bentuk Dasar Hukum (Rechtelijke Gronden) Dalam Fundamentum Petendi," *PA Penajam*, 2011, 1–11.

¹² Sophar Maru Hutagalung, "Peradilan Perdata Dan Alternatif Penyelesaian Sengketa," *Peradilan Perdata Dan Alternatif Penyelesaian Sengketa* 6, no. PTUN (2012): 1–23.

¹³ A Amalia Rohmah and Lina Kushidayati, "JIMSYA: JURNAL ILMU SYARIAH MURABAHAH DI PENGADILAN AGAMA KUDUS (Studi Kasus Putusan 455 / PDT . G / 2019 / PA . Kds)" 1, no. 7 (2022).

harmful by the defendant¹⁴. The types of claims that can serve as the basis for a lawsuit in court are breach of contract and unlawful acts.

In Table 5, the types of final rulings are identified, showing that judgments granted are more dominant in cases of breach of contract (wanprestasi) compared to unlawful acts (perbuatan melawan hukum). This can be seen in the following: breach of contract cases granted total 130, followed by partially granted breach of contract cases at 18, dismissed breach of contract cases at 16, withdrawn breach of contract cases at 16, settled breach of contract cases at 4, lapsed breach of contract cases at 1, fully granted breach of contract cases at 1, inadmissible breach of contract cases at 5, and partially accepted breach of contract cases at 2.

Next, for unlawful acts, the judgments are as follows: 7 cases of unlawful acts were granted, 12 cases were rejected, 3 cases were not accepted, 1 case was partially granted, 1 case was entirely dismissed, 2 cases were revoked, and 1 case was dismissed.

Table 5. Religious Court Judgments on Murabahah Financing Products Based on Final Judgments

Types of Final Judgments	Amount
Breach of Contract	
The Breach of Contract is Granted	130
The Breach of Contract is Partially Granted	18
The Breach of Contract is Rejected	16
The Breach of Contract is Withdrawn	16
Peaceful Settlement of Breach of Contract	4
The Breach of Contract is Dismissed	1
The Breach of Contract is Fully Granted	1
The Breach of Contract is Inadmissible	5
The Breach of Contract is Partially Accepted	2
Unlawful Act	
The Unlawful Act is Granted	7
The Unlawful Act is Rejected	12
The Unlawful Act is Inadmissible	3

¹⁴ Anggraeni dan Irviani, "Formulasi Gugatan Tertulis Dan Lisan," *Journal of Chemical Information and Modeling* 53, no. 9 (2019): 4.

The Unlawful Act is Partially granted	1
The Unlawful Act is Entirely rejected	1
The Unlawful Act is Withdrawn	2
The Unlawful Act is Dismissed	1

Sumber: Data Primer Diolah

Basis of Breach of Contract Lawsuit and Its Contributing Factors

With the development of the business world and the general needs of society, issues arise from individual negotiations, especially those stemming from contracts or agreements¹⁵. Breach of contract (*wanprestasi*) is a behavior where someone fails to fulfill or neglects their obligations as stipulated in the agreement between the creditor and debtor¹⁶. Breach of contract is divided into two types: total breach and partial breach. Total breach occurs when the debtor fails to perform what was promised or does something prohibited by the agreement. Partial breach occurs when the debtor performs what was promised, but not as agreed, or fulfills the promise but is delayed¹⁷.

Based on the table above, it is evident that the decisions regarding Islamic economic disputes concerning breaches of contract amount to 130 decisions. According to the research findings, many parties receive reports about payments due to customers defaulting or forgetting to pay installments in accordance with the agreements made between both parties. Provisions regarding breaches of contract are outlined in Article 1243 of the Civil Code, which states: "Compensation for costs, damages, and interest resulting from non-fulfillment of the contract can only be requested from the debtor after the debtor has been declared negligent in fulfilling their obligations and has ignored them"¹⁸. Meanwhile, Article 1246 of the Civil Code specifies that the compensation received by the creditor includes: 1) Costs, which are expenses incurred by the creditor; 2) Damages, which are losses caused by the damage or loss of the borrower's property and/or property resulting from the debtor's

¹⁵ Sholahuddin Al Fatih, "Kata Sepakat Dalam Perjanjian Dan Relevansinya Sebagai Upaya Pencegahan Wanprestasi," *DE LEGA LATA: Jurnal Ilmu Hukum* 5, no. 1 (2020): 57–66, <https://doi.org/10.30596/dll.v5i1.3446>.

¹⁶ eka nur safitri, "Analisis Faktor-Faktor Penyebab Terjadinya Wanprestasi Dan Penyelesaiannya Pada Produk Murabahah (Studi Pada Bmt Mitra Usaha Lampung Timur)," *Jurnal Penelitian*, 2018, hal. 4-5.

¹⁷ Dwi Aryanti Ramadhani, "Perpustakaan UPN " Veteran " Jakarta Perpustakaan UPN " Veteran " Jakarta," n.d.

¹⁸ Dina Fazriah, "Tanggung Jawab Atas Terjadinya Wanprestasi Yang Dilakukan Oleh Debitur Pada Saat Pelaksanaan Perjanjian," *Das Sollen: Jurnal Kajian Kontemporer Hukum Dan Masyarakat* 1, no. 2 (2023): 1–25, <https://doi.org/10.11111/dassollen.xxxxxxx>.

negligence; 3) Interest, which is the profit expected by the creditor if the debtor had not been negligent in achieving it¹⁹.

The valid requirements for a contract according to Article 1320 of the Civil Code are: 1. Mutual agreement between the parties involved; 2. Capacity to enter into an agreement; 3. A specific object; 4. A lawful cause²⁰.

Other reasons proposed by the parties involved can be found in the decision below:

1. Decision Number 19/Pdt.G.S/2021/PA. AGM (Argamakmur) states that the defendant borrowed an amount of 25,000,000 (twenty-five million) with a term of 120 months from June 14, 2016, to June 14, 2026. The loan was secured by land and buildings along with everything on the land. However, the defendant experienced default on the loan installments, leading to a breach of contract. The PA AGM court ruled to grant the plaintiff's claim in full by default judgment.
2. Decision Number 1/Pdt.GS/2022/PA.Bsk states that the plaintiff, PT Mandala Multifinance Tbk, filed a case against the defendant, who had taken one unit of Honda BEAT SPORTY CBS motorcycle, Frame Number MH1JM2122KK483514, Engine Number JM21E2461143, and Police Number BA6157EA (hereinafter referred to as the "Vehicle"). The defendant was to repay the financing amounting to Rp 15,965,000.00 (fifteen million nine hundred sixty-five thousand rupiah) through installments over 35 (thirty-five) months. The monthly installment of Rp 745,000.00 (seven hundred forty-five thousand rupiah) was to be paid by the defendant to the plaintiff by the 9th of each month until fully paid. However, the defendant failed to make any payments since August 9, 2021, up to the filing of this lawsuit. The Batusangkar Religious Court ruled to partially grant the plaintiff's claim by default judgment. It legally declared that the defendant committed an unlawful act by breaching the Murabahah Agreement Number 540319070016M dated July 16, 2019.
3. Decision Number 1/Pdt.G.S/2024/PA.Mks states that PT Bank Syariah Indonesia, Tbk, as the plaintiff, filed a case against the defendant, who applied for financing on July 6, 2018. The plaintiff approved the financing request for Rp 300,000,000 (three hundred million rupiah) over a period of

¹⁹ Medika Andarika Adati, "Wanprestasi Dalam Perjanjian Yang Dapat Di Pidana Menurut Pasal 378 Kitab Undang-Undang Hukum Pidana," *Lex Privatum* 6, no. 4 (2018): 5–15.

²⁰ Arsyilla Destriana and Ali Hanafiah, "Keabsahan Perjanjian Dan Tanggung Jawab Badan Hukum Virtual Office Terhadap Konsumen Yang Melakukan Perbuatan Melawan Hukum," *JOURNAL of LEGAL RESEARCH* 2, no. 1 (2020): 33–62, <https://doi.org/10.15408/jlr.v2i1.14580>.

180 months. The loan was secured by a piece of land and the buildings on it. Over time, the defendant failed to fulfill their obligations as agreed in the financing agreement, resulting in a breach of contract (*wanprestasi*). The Makassar Religious Court ruled to partially grant the plaintiff's claim.

Basis of Unlawful Act Lawsuit and Its Contributing Factors

Based on the table above, it can be seen that there were 27 decisions related to unlawful acts in this case. According to the research findings, the parties who usually bring up cases of illegal practices are buyers or lenders who oppose the use of insurance or securities sold at auction. The postponement of auctions is regulated by the Ministry of Finance under Law No. 213/PMK.06/2020 concerning auction procedures.

According to Article 1365 of the Civil Code, an unlawful act is an act committed by a person that wrongs another person²¹. Activities that violate the law or unlawful acts (*onrechtmatige daad*) seem to have a similar concept, which requires a deeper understanding to discuss the similarities and differences between the concept of unlawful acts and the concept of breach of contract²². The occurrence of a conflict can result in a dispute between the two parties²³. If rights are lost, they can be claimed in a civil suit, obliging the party who violated those rights to provide compensation for their actions²⁴.

The elements of an unlawful act are: 1. an unlawful act that results in harm to another person, requiring the wrongdoer to compensate for the damage

²¹ I. B Rangkuti, "Aspek Hukum Perdata Terhadap Pembuatan Wanprestasi Dalam Perjanjian Pinjam Meminjam Uang (Studi Putusan No. 327/Pdt.G/2014/PN.MDN) (DOKTORAL DISERTATION)," 2017.

²² Gita Anggreina Kamagi, "Perbuatan Melawan Hukum (Onrechtmatige Daad) Menurut Pasal 1365 Kitab Undang-Undang Hukum Perdata Dan Perkembangannya," *Jurnal Lex Privatum* 6, no. 5 (2018): 57–65.

²³ Muhammad Ikhlas Supardin and JM Muslimin, "Sengketa Pembiayaan Akad Murabahah," *Al Daulah: Jurnal Hukum Pidana Dan Ketatanegaraan* 11, no. 2 (2022): 127–41, <https://doi.org/10.24252/ad.vi.30519>.

²⁴ Syukron Salam, "Perkembangan Doktrin Perbuatan Melawan Hukum Penguasa," *Nurani Hukum* 1, no. 1 (2018): 33, <https://doi.org/10.51825/nhk.v1i1.4818>.

caused²⁵. 2. The existence of fault on the part of the perpetrator²⁶. 3. The occurrence of damage or loss. 4. A causal relationship²⁷.

Based on the above provisions, it can be said that an unlawful act meets the following conditions or characteristics: 1. The act is illegal (Onrechtmatige daad). 2. There must be fault. 3. There must be resulting damage or loss. 3. There is a causal relationship between the act and the loss²⁸.

There are several consequences of illegal practices carried out by Islamic financial institutions as outlined in the following court rulings:

1. Ruling Number 202/Pdt.G/2014/PA Bn.

In the case of Ujang Sulaiman versus PT. Bank BRI Syariah, Bengkulu Branch, regarding a request for auction execution, the plaintiff withdrew the main case, and both parties agreed to settle the matter amicably outside of court.

2. Ruling Number 0559/Pdt.G/2013/PA.Kd

In this case, Defendant I and Defendant II intentionally carried out the execution of the auction on the plaintiff's collateral. The main case granted the plaintiff's request to withdraw the case.

CONCLUSION

Based on the discussion presented in the previous chapters regarding the occurrence of Sharia economic disputes related to Murabahah financing contracts in religious courts, we can conclude that the factors causing disputes in Murabahah financing contracts are wanprestasi (breach of contract) and unlawful acts. The basis for cases of wanprestasi involves 193 instances of issues arising from customers who committed wanprestasi or breached the contract agreed upon by both parties due to negligence in its implementation, along with their obligation to fulfill these duties. Another factor contributing to the debtor's failure is the request for the execution of sales or the enforcement of collateral rights under a Shariah-compliant contract. Furthermore, there are 27

²⁵ Sedyo Prayogo, "Penerapan Batas-Batas Wanprestasi Dan Perbuatan Melawan Hukum Dalam Perjanjian," *Jurnal Pembaharuan Hukum* 3, no. 2 (2016): 280, <https://doi.org/10.26532/jph.v3i2.1453>.

²⁶ Prihati Yuniarlin, "Penerapan Unsur-Unsur Perbuatan Melawan Hukum Terhadap Kreditur Yang Tidak Mendaftarkan Jaminan Fiducia," *Jurnal Media Hukum* 9, no. 1 (2012): 10.

²⁷ Musa Taklima, "Aspek Perbuatan Melawan Hukum Dan Iktikad Tidak Baik Dalam implikasi Pencantuman Harga Produk Dengan Pecahan Rupiah Yang Tidak Beredar," *Et-Tijarie: Jurnal Hukum Dan Bisnis Syariah* 5, no. 1 (2018), <https://doi.org/10.21107/ete.v5i1.4596>.

²⁸ Universitas Pattimura, "Tinjauan Melawan Hukum," 1919, 20–36.

cases of unlawful acts, with the main factor being actions taken during the sale by the lending company or the executing company. Most of these cases were filed by customers as a means to oppose the enforcement of an insurance policy or securities sold through auction. ■

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