

Analysis of Problem Financing Settlement in Murabahah Agreements with DSN MUI Fatwa (Case Study at BPRS HIK Parahyangan Cileunyi Branch)

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ABSTRACT

This research aims to examine the resolution of financing problems in murabahah contracts by referring to the fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI). This study focuses on PT BPRS HIK Parahyangan Cileunyi Branch as a case study. The background underlying this research includes the history of Islamic banking, the basic principles of sharia banking, as well as the phenomenon of problematic financing in the context of sharia banks. Problem identification focuses on the factors that cause financing problems, the form of resolution applied, and the conformity of practices with the DSN-MUI fatwa. By limiting the discussion to the concept and implementation of resolving problematic financing in murabahah contracts, this research obtains a descriptive-analytical problem formulation. The research methodology used is a qualitative approach with data collection techniques through semi-structured interviews. The results of this research are expected to provide a comprehensive picture regarding the resolution of problematic financing in murabahah contracts, as well as its conformity with the DSN-MUI fatwa, so that it can contribute to the development of knowledge in the field of sharia economic law and provide practical recommendations for related parties in the sharia banking industry.

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INTRODUCTION

The history of Islamic financial institutions is still not very clear, but the principles of exchange and lending have existed since the time of the Prophet Muhammad SAW, even before. Progress in economic development and trade has had a significant influence on the birth of financial institutions, so that traders no longer manage their own finances.

The concept of financial organizations or institutions has actually been known since before the time when the Prophet Muhammad was appointed as an Apostle. The first institution established as a business and social institution that functions as a depository is the Baitul Mal institution (fund house). There is evidence that there were individuals who carried out banking functions during the time of Rasulullah SAW, although not all of them carried out these functions thoroughly. There are friends who receive deposits, there are those who borrow and borrow money, there are those who send money, and there are also those who provide working capital.

The definition of banking itself is regulated in Article 1 point 1 of Law Number 10 of 1998 concerning banking, which describes banking as everything related to banks, including institutions, business activities, as well as the methods and processes for carrying out these business activities. Furthermore, the definition of a Sharia Bank is stated in article 2 as a business entity that collects funds from the public in the form of savings, and distributes them to the community in the form of financing or other forms in order to improve people's living standards.

Sharia banks operate without relying on interest, based on the Al-Quran and the hadith of the Prophet Muhammad SAW. Sharia Bank is a financial institution that provides financing and other services in payment traffic and money circulation, with its operations adapted to sharia principles. The types of Sharia Bank products offered to the public include collecting funds from the public, providing services and providing funds to the public.

From the background of the problem above, the author is interested in studying further regarding problematic financing, to obtain an overview and explanation regarding the suitability of the regulations in the National Sharia Council's fatwa, as well as how PT BPR Syariah Harta Insan Karimah Parahyangan (BPRS HIKP) Cileunyi Branch implements financing settlement problematic. Therefore, the title of this research is "Analysis Of Problem Financing Resolution In Murabahah Agreements Using Dsn Mui Fatwa (Case Study of BPRS HIK Parahyangan Cileunyi Branch).

METHOD

Research is a scientific approach that aims to examine problems by obtaining accurate and reliable information. Qualitative research methods are an approach that is often used without using mathematical calculations. This approach relies on data that is based on arguments and interpretations.

According to Sukmadinata (2005), the basis of qualitative research is constructivism which assumes that reality is multi-dimensional, interactive, and involves the exchange of social experiences that can be interpreted by individuals. Qualitative researchers believe that truth is dynamic and can be discovered through analysis of individuals and their interactions in social contexts.

Qualitative research is used to uncover hidden meanings, understand social interactions, develop theories, ensure the truth of data, and explore the development of certain phenomena.

Moleong (2016) explains that qualitative research aims to understand phenomena experienced by research subjects, such as behavior, perceptions, motivations and actions in a holistic and descriptive manner. The qualitative approach utilizes natural methods and focuses on the analysis of words and language in specific natural contexts.

Qualitative research designs can follow a variety of formats, including descriptive formats, verification formats, and grounded search formats. In this research, a qualitative method was used with a descriptive design, which aims to provide a detailed description of certain individuals or groups as well as the conditions and symptoms that occur.

The data sources that will be used in this research consist of primary and secondary data. According to Tika (2006), primary data is information obtained directly from the source, namely from informants or the object being researched, or has a direct relationship with the research object. Primary data can be obtained through direct interaction with respondents or informants, as well as through direct observation in the field. Examples of primary data include interview results, transaction evidence, or observation results.

In the context of this research, primary data will be obtained directly from PT BPRS HIK Parahyangan Cileunyi Branch as the main source of information.

RESULT

PT. BPRS HIK Parahyangan is a Sharia People's Financing Bank resulting from the acquisition of BPRS TOAT in 2006. This acquisition process became a milestone in the establishment of PT. BPRS HIK Parahyangan, which effectively started operations in September 2006. The company's head office is located on Jl. Experiment No. 1 Cileunyi - Bandung Regency.

With a vision to become one of the PT. The best BPRS in Indonesia, PT. BPRS HIK Parahyangan continues to improve its business strategy. Currently, the company has 19 branch offices spread across various regions in Indonesia.

Products and Services

PT. BPRS HIK Parahyangan offers various products and services according to its business field in the financial sector. Fund collection products include Mudharabah Savings, Wadiah Savings, and Mudharabah Deposits. Meanwhile, financing products include Hajj and Umrah Financing, Housing Financing (Humaira), Gold Ownership Financing, and so on. Mechanism for Settlement of Financing Problems at BPRS HIK Parahyangan Cileunyi Branch

a. Financing Assessment Principles:

In assessing applications for funding at BPRS HIK Parahyangan Cileunyi Branch, there are several principles that must be considered by the account officer. These principles include:

1. Character: An assessment of the character or personality of the prospective recipient of financing to estimate the possibility of fulfilling their obligations.
2. Capacity: Assessment of the customer's ability to make payments based on past performance records and observations of business facilities.
3. Capital: Assessment of potential customers' capital capabilities, including financial ratios and capital composition.
4. Collateral: Assessment of the collateral held by prospective customers, both in the form of letters and valuables.
5. Condition: Assessment of external economic conditions that can affect prospective customers' businesses.
6. Constraints: Assessment of social and psychological factors in society that can become obstacles to business.

b. Financing Provision Process:

The process of providing financing at BPRS HIK Parahyangan Cileunyi Branch involves several stages, including:

1. The customer submits a financing application to the bank.
2. The bank gives customers time to choose the desired location (specifically for PPRS Humaira iB financing).
3. The customer completes the documents for the financing application process.
4. If the financing application is approved, it continues with the Murabahah contract process.

c. Resolving Financing Problems:

Resolving problematic financing at BPRS HIK Parahyangan Cileunyi Branch involves several stages, namely:

1. Intensive billing.
2. Giving a warning letter.
3. Financing rescheduling.
4. Write off (write off).
5. Execution of collateral.

In 2022, BPRS HIK Parahyangan Cileunyi Branch has succeeded in resolving problematic financing using several stages, including intensive collection, issuing warning letters, rescheduling, write off, and collateral execution.

Analysis of Problematic Financing Settlement Practices at BPRS HIK Parahyangan Cileunyi Branch. BPRS HIK Parahyangan Cileunyi Branch implemented the restructuring concept in resolving problematic financing, which is in accordance with several stages that have been determined by the DSN-MUI Fatwa. The following is an explanation of these stages:

d. Practices for Resolving Problematic Financing at BPRS HIK

Parahyangan Cileunyi Branch Based on DSN-MUI Fatwa. BPRS HIK. Parahyangan Cileunyi Branch uses the concept of internal restructuring resolving problematic financing, in this concept there are stages that are in accordance with the DSN-MUI Fatwa, here is the explanation:

1. Intensive Call

This stage is carried out by continuously contacting customers if they fail to fulfill their payment obligations for 2 months. Although there is no specific fatwa that regulates this stage,

this reflects sharia principles, especially in the deliberative approach between banks and customers.

2. Giving a Warning Letter

If the customer is unresponsive after intensive calls, the bank will give a warning letter up to 3 times. This implementation is in accordance with the principle of transparency and the bank's firm attitude towards uncooperative customers.

3. Rescheduling

BPRS HIK Parahyangan Cileunyi Branch can change the payment schedule without additional fees, in accordance with DSN-MUI Fatwa No. 48/DSN-MUI/II/2005. This helps in providing acceptable solutions to customers experiencing financial difficulties.

4. Write off (Write off)

Banks carry out write-offs for customers whose categories are in default, but customers still have payment sources, even though they are very limited. This is in accordance with the principle of partial or complete elimination of obligations, as regulated in DSN-MUI Fatwa No. 19/DSN-MUI/IV/2001.

5. Warranty Execution

This stage is the final action where the bank sells or auctions collateral to pay off customer obligations. The implementation is in accordance with the fatwa which regulates the settlement of murabahah receivables for customers who are unable to pay.

e. Practices for Resolving Problematic Financing at BPRS HIK

1. Intensive Call:

- a) Compliance with Fatwa: There is no specific fatwa that regulates this stage.
- b) Implementation: The Bank periodically contacts customers to resolve payment problems through discussion. If the customer shows good faith, the bank does not proceed to the next stage.
- c) Analysis: Although there is no provision in the fatwa, this approach reflects the bank's good faith and willingness to find solutions together with customers.

2. Giving Warning Letter:

- a) Compliance with Fatwa: There is no specific fatwa.
- b) Implementation: Warning letters are given to customers who do not show good faith after intensive calls, with a limit of up to 3 letters.
- c) Analysis: Although not regulated in the fatwa, this action provides a clear warning to customers about the consequences of default.

3. Rescheduling:

- a) Conformity with Fatwa: In accordance with National Sharia Council Fatwa No. 48/DSN-MUI/II/2005.
- b) Implementation: The Bank changes the payment schedule without additional fees, in accordance with the agreement and real cost principles.
- c) Analysis: This action is in accordance with sharia principles and shows the bank's good intentions to assist customers in completing their financial obligations.

4. Write off (Write off):

- a) Conformity with Fatwa: In accordance with National Sharia Council Fatwa No. 19/DSN-MUI/IV/2001.
- b) Implementation: Banks write off books for unproductive accounts, but still charge customers for repayment.
- c) Analysis: This action is in accordance with sharia principles to eliminate the obligations of customers who are unable to pay, while maintaining the bank's right to collect.

5. Guarantee Execution:

- a) Conformity with Fatwa: In accordance with National Sharia Council Fatwa No. 47/DSN-MUI/II/2005.
- b) Implementation: The bank sells or auctions the collateral in accordance with the agreement in the contract. Customers are required to pay off the remaining debt if the sales proceeds are insufficient.

- c) Analysis: This action follows the provisions of the fatwa and allows the bank to obtain payment for unfulfilled obligations, in accordance with sharia principles.

CONCLUSION

From the research results described, the following can be concluded:

1. Providing Financing:

BPRS HIK Parahyangan Cileunyi Branch pays attention to principles such as Character, Capacity, Capital, Collateral, Conditions and Constrains in providing financing to customers. Customers must also fulfill important personal document requirements to obtain financing.

2. Factors that cause financing problems:

There are two factors that cause financing problems, namely internal factors such as negligence in analysis and external factors such as natural disasters or customers' economic conditions.

3. Resolving Financing Problems:

Resolving problematic financing is carried out through a restructuring concept with several stages, including:

- a. Intensive Call: The bank will contact the customer to find a joint solution. If there is no good faith from the customer, the bank will proceed to the next stage.
- b. Giving Warning Letters: Given to customers who are in default, with a limit of up to 3 letters. If the customer does not show good faith, the bank will continue the settlement.
- c. Rescheduling: The bank changes the payment schedule without additional fees, in accordance with the real cost principle.
- d. Write-off: Carried out for customers who are in the bad category, but the bank still charges the customer for repayment.
- e. Collateral Execution: This is the final stage where the bank carries out execution such as an auction or sale of collateral. The bank is obliged to return the remaining execution proceeds to the customer if it exceeds the debt, but the customer is still considered to be in debt if the execution proceeds are less than the debt.

All actions in resolving problematic financing must be in accordance with the agreements that have been made. However, it should be noted that in this process, BPRS HIK Parahyangan Cileunyi Branch does not release customers from debt if there is still a balance and the customer is unable to pay.

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