
A Fiqh Muamalah Perspective on the Ratio Decidendi of Supreme Court Decision No. 155 K/Ag/2021 in Murabahah Dispute Resolution

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ABSTRACT

This study examines the resolution of a debt dispute arising from a *murabahah* contract in Supreme Court Decision No. 155 K/Ag/2021, which involved a customer and PT Bank Sumut's Karya Sharia Sub Branch. The dispute arose due to a breach of contract in the execution of the *murabahah* contract and was subsequently resolved through the Religious Court system. The research issues examined include: (1) What was the ratio decidendi of the Supreme Court panel in resolving the debt dispute arising from a *murabahah* contract at PT Bank Sumut's Karya Sharia Sub Branch in Supreme Court Decision No. 155/K/Ag/2021? and (2) What is the perspective of *fiqh muamalah* on the ratio decidendi of the Supreme Court panel in Case No. 155 K/Ag/2021 regarding the resolution of a debt dispute at the Syariah Karya Branch of Bank Sumut's Karya Sharia Sub Branch? This study employs normative legal research through statutory, conceptual, and case-based approaches. The legal sources used were Supreme Court Decision No. 155 K/Ag/2021, relevant laws and regulations, and literature on *fiqh muamalah*. The findings indicate that the Supreme Court identified errors in the application of the law by the trial and appellate courts, particularly in declaring the lawsuit premature, even though the case concerned the parties' rights and obligations under the *murabahah* contract rather than the cancellation of the auction. The Supreme Court further emphasized that rulings on sharia economic disputes must apply the principles of Islamic law, specifically the principle of *ta'awun* (mutual assistance).

Keywords: *Murabahah* Contract; Islamic Banking Disputes; *Fiqh Muamalah*; *Ta'awun*

A. INTRODUCTION

Islamic banking in Indonesia continues to grow as public demand for sharia-based financial systems increases. In practice, the *murabahah* contract is the most widely used financing product because it provides certainty regarding price, profit, and payment mechanisms. The widespread use of the *murabahah* contract has made it the primary instrument in Islamic banking financing. However, the widespread use of such agreements also increases the potential for disputes arising from breaches of contract in the implementation of financing.¹

One case that illustrates this dynamic is the dispute over a *murabahah* debt between a customer and PT Bank Sumut's Karya Sharia Sub Branch, which was resolved in Supreme Court Decision No. 155 K/Ag/2021.² The dispute arose from a *murabahah* financing arrangement that led to a breach of contract, resulting in a disagreement between the parties. In their rulings, the panels of judges at the Medan Religious Court and the Medan High Religious Court classified the case as a breach of contract and based their reasoning on the contractual provisions and applicable positive law. The ruling indicates that the judges' reasoning placed greater emphasis on fulfilling contractual obligations than on applying the principles of *fiqh muamalah* as the primary basis for resolving sharia economic disputes.³

From the perspective of *fiqh muamalah*, the *murabahah* contract is viewed not only as a contractual legal relationship but also as a form of economic activity that must be grounded in the principles of justice, transparency, trustworthiness, and *ta'awun*.⁴ The principle of *ta'awun* holds a significant place in Islamic economic transactions because it emphasizes mutual assistance and cooperation for the common good. Furthermore, these principles are part of Islamic law, which aims to promote the public interest and prevent harm to the parties involved. Therefore, the resolution of disputes in *murabahah* contracts should focus not solely on formal legal certainty but also on achieving substantive justice in accordance with Sharia values.⁵

An analysis of Supreme Court Decision No. 155 K/Ag/2021 is relevant because it reflects the practice of resolving Islamic economic disputes in Indonesia, which lies

¹ Alvin Wahyu Nugroho, Nofa Nafirotuzzulfa, and Ika Ajeng Lutfiyanti, "Analisis Akad Pembiayaan Murabahah pada Produk dan Layanan PT. BPRS Bhakti Sumekar," *Jurnal Masharif Al-Syariah: Jurnal Ekonomi dan Perbankan Syariah* 6, no. 2 (2021): 507-17.

² Direktori Putusan Mahkamah Agung Republik Indonesia, "Putusan No.155 K/Ag/2021," (2021).

³ P. Perawati, M. Musal, and M. Fauzi, "Dynamics of Murabahah Disputes: Factor Analysis and Decisions of the Indonesian Religious Courts (2010-2024)," *AL-FALAH: Journal of Islamic Economics* 9, no. 2 (2024): 17-42.

⁴ Muhammad Sauqi and Muhammad Aulia Rahman, "Prinsip Akad Murabahah di Lembaga Keuangan Syariah Perspektif Fikih Muamalah," *Muawadah Jurnal Hukum Ekonomi Syariah* 4, no. 2 (2025).

⁵ Nabilah Amalia Balad, "Prinsip Ta'awun dalam Konsep Wakaf dengan Perjanjian Sewa Menyewa Berdasarkan Undang-Undang Nomor 41 Tahun 2004 Tentang Wakaf," *Jurnal Hukum Magnum Opus* (2019).

at the intersection of positive law and Islamic law. An analysis of this decision is important to determine the extent to which judges apply the principles of *fiqh muamalah* in their legal reasoning, particularly regarding the application of the value of *ta'awun* (mutual assistance) in *murabahah* disputes. In addition, this study is important for determining whether the dispute resolution process has reflected the primary objective of Islamic economics: promoting the common good for all parties involved.

Previous studies on Islamic banking disputes have generally addressed normative aspects, breaches of contract, and the implementation of *murabahah* contracts in Islamic financing. Some studies have also examined judges' considerations in Islamic economic disputes; however, none have specifically analyzed Supreme Court Decision No. 155 K/Ag/2021 from the perspective of *fiqh muamalah*, with a focus on the principle of *ta'awun*. Therefore, this study is novel in that it integrates an analysis of positive law and *fiqh muamalah* in assessing judicial considerations in *murabahah* disputes.

Based on the above discussion, this study aims to analyze the resolution of debt disputes arising from *murabahah* contracts in Supreme Court Decision No. 155 K/Ag/2021 and to examine the consistency of that decision from the perspective of *fiqh muamalah*. This study is expected to make an academic contribution to the development of Islamic economic law, particularly regarding the integration of positive law with the principles of *fiqh muamalah* in resolving Islamic banking disputes.

B. RESEARCH METHODS

This study employs a normative legal research methodology that focuses on the analysis of legal norms, legislation, and applicable legal standards.⁶ The research focuses on a debt dispute in a *murabahah* contract, as decided in Supreme Court Decision No. 155 K/Ag/2021. The approaches used include the statutory, case, and conceptual approaches.⁷ The statutory approach was employed to analyze legal norms governing sharia banking dispute resolution, particularly Law Number 21 of 2008 concerning Sharia Banking and regulations concerning the jurisdiction of the Religious Courts. The case approach was applied by examining the ratio decidendi, legal considerations, and judicial reasoning in Supreme Court Decision Number 155 K/Ag/2021 concerning *murabahah* financing disputes. Meanwhile, the conceptual approach served as an analytical framework for examining *fiqh muamalah* principles, particularly *ta'awun*, and assessing the conformity of the Court's reasoning with Islamic legal principles. The research data sources consist of primary legal materials

⁶ Soerjono Soekanto and Sri Mamudji, *Penelitian Hukum Normatif* (Jakarta: PT Raja Grafindo Persada, 2024).

⁷ Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana Prenada Media Group, 2011).

and secondary legal materials. Primary legal materials in this study consist of the Qur'an, particularly Surah Al-Ma'idah verse 2 concerning the principle of *ta'awun*, Law Number 21 of 2008 concerning Sharia Banking, Law Number 50 of 2009 concerning Religious Courts, relevant DSN-MUI Fatwas No. 07/DSN-MUI/IV/2000 on murabahah financing, and Supreme Court Decision Number 155 K/Ag/2021. Secondary legal materials were obtained from books, scientific journals, legal articles, and scholarly literature related to *fiqh muamalah*, *murabahah* contracts, and sharia economic dispute resolution.

Data collection was conducted through documentation and library research. Documentation techniques were used to obtain legal documents relevant to the dispute, including court decisions, official records, and supporting documents related to murabahah financing disputes at PT BPRS Bank Sumut Sharia Sub-Branch Karya. Meanwhile, library research was conducted through books, scientific journals, legislation, DSN-MUI Fatwas, and other scholarly literature on *fiqh muamalah*, *murabahah* contracts, dispute resolution, and the principle of *ta'awun*.

The collected legal materials were analyzed using deductive and descriptive-analytical methods. The deductive method was applied by deriving general legal principles and *fiqh muamalah* doctrines concerning murabahah contracts, dispute resolution, and *ta'awun*, and then applying them to the specific case in Supreme Court Decision Number 155 K/Ag/2021. Meanwhile, the descriptive-analytical method was used to systematically describe and analyze the legal facts, judicial considerations, and *ratio decidendi* in the decision, and then assess their conformity with Islamic legal principles and positive law governing sharia economic disputes.

C. RESULTS AND DISCUSSION

1. The Concept of Loans and *Murabahah* Contracts in *Fiqh Muamalah*

In *fiqh muamalah*, it is important to distinguish between *qardh* and *dayn* arising from murabahah transactions. *Qardh* refers to a benevolent loan contract in which the lender provides funds or assets to the borrower without expecting any profit or additional benefit. In contrast, debt obligations in murabahah arise from a sale-and-purchase transaction in which the seller discloses the acquisition cost and the agreed-upon profit margin to the buyer.⁸ Therefore, the debt in a murabahah contract is categorized as *dayn*, arising from a commercial transaction rather than from a direct loan agreement. The essential elements of a murabahah debt

⁸ Hafni Khairunnisa and Fadli Daud, "Penerapan Prinsip Pembiayaan Murabahah pada KSPPS BMT Nusa Ummat Sejahtera KC. Cirebon Tinjauan Perspektif Hukum Islam," *Inklusif: Jurnal Pengkajian Syariah dan Ilmu Hukum* 7, no. 2 (2022): 103-14.

agreement include the contracting parties, the object of sale, the agreed price and profit margin, and the shighat (offer and acceptance).

Etymologically, the term “akad” derives from the Arabic *al-‘aqd*, which means a bond, a contract, or an agreement between two parties. In Islamic law, an akad is understood as a legal relationship formed through *ijab* and *qabul* in accordance with Sharia. An akad not only signifies the existence of an agreement but also gives rise to rights and obligations that bind the parties to the agreement's subject matter.⁹ There are several types of contracts commonly used in Islamic financial institutions, including: *murabahah* contracts, *salam* contracts, *istishna'* contracts, *wadiah* contracts, *musyarakah* contracts, *ijarah* contracts, *qardh* contracts, and *mudharabah* contracts.¹⁰

The *murabahah* contract is one of the most widely used financing products by Islamic banks because its implementation mechanism is considered simpler and easier to apply than other types of Islamic financing.¹¹ The elements of *murabahah* are essentially the same as those of a standard sale, namely: the seller (*al-ba'i*), the buyer (*al-musyitari*), the item being sold (*al-mabi'*), the price (*al-tsaman*), and the shighat or the exchange of *ijab* and *qabul* as the form of agreement between the two parties.¹²

Murabahah is a sales contract in which the seller discloses the cost price of the goods and the profit margin to the buyer, and both parties agree on the price. In Islamic banking practice, the bank, as the seller, is required to disclose the cost price of the goods and the amount of profit added to the transaction.¹³

Murabahah is a form of sale and purchase transaction permitted in Islam, provided it is conducted in a lawful manner and on the basis of mutual agreement between the parties. The provisions regarding the permissibility of sales and purchases, as well as the prohibition against usury, are outlined in Surah An-Nisa, verse 29, and Surah Al-Baqarah, verse 275, which serve as guidelines for conducting commercial transactions in accordance with Sharia principles.¹⁴

The primary Qur'anic verses cited include Surah An-Nisa' verse 29 and Surah Al-Baqarah verse 275. These two verses explain that Islam permits lawful

⁹ Nur Wahid, *Multi Akad dalam Lembaga Keuangan Syariah* (Yogyakarta: Deepublish Publisher, 2019).

¹⁰ Vera Ayu Oktoviasari, et al., “Macam-Macam Akad dalam Penerapannya pada Lembaga Keuangan Syariah di Indonesia,” *Ribhuna : Jurnal Keuangan dan Perbankan Syariah* 4, no. 2 (2025): 154-66.

¹¹ Sulpiati Zaenafi Ariani, “Implementasi Akad Murabahah pada Perbankan Syariah,” *Journal of Sharia Economy And Islamic Tourism* 3, no. 2 (2023): 148-57.

¹² Muhammad Diah and Zulhamdi, “Implementasi Murabahah pada Perbankan Syariah,” *Al-Hiwalah: Journal of Sharia Economic* 1, no. 1 (2022): 53-73.

¹³ Akbar Putra Ramadhan, “Akad Murabahah dalam Perbankan Syariah: Konsep, Jenis, Penerapan, Perkembangan, dan Tantangan,” *Mu'amalat : Jurnal Kajian Hukum Ekonomi Syariah* 17, no. 1 (2025): 1-12.

¹⁴ Mukhlis Kaspul Anwar, “Implementasi Larangan Riba dalam Perbankan Syariah: Analisis Qs. Al-Baqarah Ayat 275-279,” *Jurnal Ekonomi dan Bisnis* 6, no. 2 (2025): 66-75.

buying and selling based on the parties' consent and prohibits usury in commercial transactions. Thus, the *murabahah* contract is considered a permissible form of transaction in Islam, provided it is conducted in accordance with Sharia principles, honesty, and transparency between the seller and the buyer.¹⁵

In Islamic commercial law (*fiqh muamalah*), seven key principles form the foundation for the implementation of Islamic economic activities, namely: the principle of tawhid, the principle of justice, the principle of enjoining what is good and forbidding what is evil, the principle of freedom, the principle of equality, the principle of tolerance, and the principle of *ta'awun* (mutual assistance).¹⁶ The term *ta'awun* derives from the word 'aun, which means help or assistance. In Arabic, *ta'awun* is understood as mutual assistance and cooperation among fellow human beings. The concept of *ta'awun* is explained in the Qur'an, Surah Al-Maidah, verse 2, through the phrase *ta'awanu*, which means "mutual assistance". This verse emphasizes that Muslims are commanded to help one another in righteousness and piety, and are forbidden to cooperate in sinful acts and transgressions.¹⁷

2. Analysis of Dispute Resolution in Supreme Court Decision No. 155 K/Ag/2021

a. Chronology of the Dispute

This case arose from a legal relationship between Fitriyanti, as the customer, and PT Bank Sumut's Karya Sharia Sub Branch, as the *shahibul maal*, under a *murabahah* financing agreement. Under this agreement, the bank provided financing facilities to the Plaintiff to meet mutually agreed-upon needs. As security for the financing, the Plaintiff provided collateral consisting of rights to land and/or buildings encumbered by a mortgage. At the outset of the agreement, the Plaintiff was still fulfilling its obligation to make installment payments in accordance with the agreement entered into between the parties.

However, during the term of the agreement, the Plaintiff encountered financial difficulties and was unable to make timely installment payments. This situation resulted in overdue payments, which the bank subsequently deemed a breach of contract. On that basis, PT Bank Sumut's Karya Sharia Sub Branch initiated collection proceedings against the Plaintiff and subsequently took steps to foreclose on the collateral through an auction process. During that

¹⁵ Fauziyah Mulyana Putri, et al., "Telaah Fiqh Muamalah Terhadap Praktik Pembiayaan Murabahah di Lembaga Keuangan Syariah," *Media Riset Bisnis Ekonomi Sains dan Terapan* 1, no. 1 (2025): 77-83.

¹⁶ Maureen Linus, "Prinsip-Prinsip Hukum Islam dalam Ketatanegaraan Indonesia," *Jurnal Hukum Adigama* 4, no. 2 (2021): 2286-2308.

¹⁷ Zendi Ahmad Maghrobi, Ipmawan Muhammad Iqbal, and Murdianto, "Tolong-Menolong dalam Kebaikan dalam Al- Qur'an (Studi Penafsiran Ayat-Ayat Ta'awun dalam Tafsir Al-Munir)," *Bunyan al-Uum: Jurnal Studi Islam* 1, no. 1 (2024): 71-89.

process, the bank also issued several warning letters to the Plaintiff, urging him to settle his debt immediately.

Alleging that the bank's actions violated Sharia principles and the terms of the *murabahah* agreement, Fitriyanti filed a lawsuit before the Medan Religious Court. In her complaint, the plaintiff stated that the bank's actions in executing the *murabahah* contract and its plan to foreclose on the collateral were inconsistent with Sharia principles, particularly regarding the application of the *murabahah* margin and the protection of customers. The Plaintiff argued that the bank imposed payment obligations inconsistent with the characteristics of a *murabahah* contract, particularly because the margin amount and payment obligations varied with the timing of installments and payment delays, as reflected in the bank's warning letters. The Supreme Court considered such practices inconsistent with the "fixed-price" principle in *murabahah* financing and contrary to DSN-MUI Fatwa Number 07/DSN-MUI/IV/2000. In addition, the Plaintiff challenges the plan to auction the collateral, which is deemed to be inconsistent with the principle of fairness in Islamic economics.

After reviewing the case, the Medan Religious Court dismissed the Plaintiff's claim. It ruled that the Plaintiff had breached the contract by failing to fulfill the payment obligations under the *murabahah* contract. The Medan High Religious Court subsequently upheld the ruling. Unsatisfied with the ruling, the Plaintiff filed a petition for cassation with the Supreme Court of the Republic of Indonesia, arguing that the trial court had misapplied the law and failed to consider Sharia principles in resolving the Sharia banking dispute.

In the cassation review, the Supreme Court found errors in the lower court's reasoning, particularly in its application of Sharia principles to the *murabahah* contract. The Supreme Court held that in a *murabahah* contract, the single price principle applies and must remain unchanged throughout the term of the contract. Furthermore, the Supreme Court also emphasized that the resolution of Sharia economic disputes must prioritize the principles of justice, balance, and cooperation between the bank and the customer. Accordingly, the Supreme Court overturned the previous ruling and granted the Plaintiff an opportunity to settle its obligations within six months before the collateral is auctioned off.

b. Judicial Rationale

The Supreme Court ruled that the Medan Religious High Court had misapplied the law by deeming the Plaintiff's lawsuit to have been filed prematurely solely because the auction had not yet taken place, even though the

lawsuit did not seek to annul the auction but rather concerned the exercise of rights and obligations under a *murabahah* agreement.

The legal consequences of this error are significant. If the lawsuit is dismissed as premature merely because the auction has not yet taken place, the customer loses the right to seek preventive legal protection against the bank's actions that are deemed contrary to Sharia principles under the *murabahah* contract. In fact, the subject of the dispute is not the cancellation of the auction but rather the exercise of the parties' rights and obligations under the *murabahah* contract. Consequently, if the *Judex Facti's* reasoning is upheld, the customer would only be able to seek legal protection after the auction has been executed, which could potentially result in greater losses and hinder the fulfillment of the customer's substantive rights in Sharia banking disputes.

The Supreme Court affirmed that disputes involving Islamic banking must be resolved in accordance with Sharia principles as stipulated in Article 55, paragraphs (1) and (2), of Law No. 21 of 2008 on Islamic Banking. The judge held that the resolution of Islamic economic disputes cannot be equated with conventional banking practices. Unlike conventional banking disputes, which are governed by the Civil Code (KUHPERDATA) and permit interest-based calculations (*rente*), Islamic banking disputes must be resolved in accordance with Sharia principles. This includes the prohibition of *riba*, the obligation to disclose profit margins, and the application of *ta'awun* between the bank and the customer.¹⁸ The Supreme Court held that in a *murabahah* contract, the "single price" principle applies, namely the cost price plus a profit margin agreed upon at the outset of the contract. However, in this case, the bank was found to have adjusted the margin based on the customer's payment status, as stated in the warning letter. This practice was deemed inconsistent with the principles of *murabahah* and contrary to DSN-MUI Fatwa No. 07/DSN-MUI/IV/2000.

In its ruling, the Supreme Court emphasized that the determination of the auction reserve price must be based on an independent appraisal to ensure fairness and prevent losses to the customer. From the perspective of *fiqh muamalah*, this principle is closely related to the prohibition against unjust enrichment and unilateral price determination that may harm one of the parties. Islamic law requires that transactions be conducted fairly and transparently, as reflected in the principle of mutual consent (*an-taradhin*) and the prohibition against consuming another party's property unjustly, as stipulated in the

¹⁸ Abdul Fatakh, "Analisis Prinsip-Prinsip Pembiayaan dan Produk-Produk Perbankan Syariah Berdasarkan Al-Quran dan Hadits dalam Integritas Undang-Undang Nomor 21 Tahun 2008 Tentang Perbankan Syariah di Indonesia," *Inklusif (Jurnal Pengkajian Penelitian Ekonomi dan Hukum Islam)* 4, no. 2 (2019): 179–91.

Qur'an Surah An-Nisa verse 29. Therefore, auctions conducted unilaterally without a fair valuation mechanism may contradict the principles of justice and balance in Islamic finance.

The Supreme Court affirmed that one of the key principles in Islamic economic disputes is *ta'awun*, or mutual assistance, between the customer and the shahibul maal. Based on this principle, the Supreme Court did not immediately approve the enforcement of the collateral but granted the customer an opportunity to settle the debt within six months. If the customer settles their obligations, the bank is required to return all collateral-related documents. However, if these conditions are not met, the bank may conduct an auction in accordance with applicable laws.

c. Disposition of the Judgment

In Supreme Court Decision No. 155 K/Ag/2021, the Panel of Justices granted the appeal filed by Fitriyanti as the Appellant. It overturned the Medan Religious High Court's decision, which had previously upheld the Medan Religious Court's decision. The Supreme Court then adjudicated the case itself, granting the Plaintiff's claim in part. In its ruling, the Supreme Court granted the Plaintiff a six-month period to settle his obligations to PT Bank Sumut's Karya Sharia Sub-Branch. If the Plaintiff settles his obligations within that period, the bank must return the collateral documents to the Plaintiff. However, if the Plaintiff fails to fulfill its obligations within the specified time limit, the bank is entitled to auction the collateral in accordance with applicable law. In addition, the Respondent in the appeal is ordered to pay the court costs as determined in the Supreme Court's decision.

3. An Analysis of the *Fiqh Muamalah* Perspective on the Ratio Decidendi of the Panel

Court Decision No. 155 K/Ag/2021 demonstrates that the resolution of Islamic economic disputes is not based solely on a contractual approach but also on the principles of *fiqh muamalah* to achieve justice for the parties involved. In this case, the Supreme Court not only assessed the customer's breach of contract but also examined whether the bank's actions were consistent with Sharia principles in the *murabahah* contract.

This approach demonstrates that the judge sought to position Islamic economic law as an instrument of substantive justice, oriented not only toward legal certainty but also toward protecting those facing economic hardship. Therefore, the judge's ratio decidendi in this ruling can be analyzed through the principle of *ta'awun* from the perspective of *fiqh muamalah*. Of course, when applying the principles of Islamic law, judges must still have guidelines regarding

the extent to which ta'awun should be applied in future rulings. The scope of ta'awun must include:

a. Cooperation in the Pursuit of Virtue and Piety

Referring to the words of Allah SWT in Surah Al-Maidah, verse 2:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ ۖ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ

“And cooperate in righteousness and piety, and do not cooperate in sin and aggression.”

The principle of ta'awun in *fiqh muamalah* is based on Surah Al-Maidah, verse 2, which commands Muslims to help one another in righteousness and piety and prohibits actions that lead to injustice and the violation of rights. In the context of Islamic finance, this principle serves as a crucial foundation for establishing fair relationships between Islamic banks and their customers. Through the principle of ta'awun, dispute resolution is not only focused on legal certainty but also takes into account humanitarian values and the best interests of all parties. Therefore, the application of *ta'awun* must remain within the bounds of Sharia law and must not be detrimental to any party.

In Supreme Court Decision No. 155 K/Ag/2021, the panel of judges applied the principle of ta'awun by granting the customer a six-month period to settle their obligations before the collateral is auctioned. From the perspective of classical *fiqh muamalah*, this policy reflects the concept of *al-inzhar li al-mu'sir*, namely the granting of a grace period to debtors experiencing economic difficulties, as affirmed in Surah Al-Baqarah verse 280. That is, debtors in difficult circumstances should be granted a payment deferral as a form of justice and mutual assistance in Islamic economic transactions.

This ruling indicates that the Supreme Court took into account the financial circumstances of customers facing payment difficulties. Nevertheless, the judge still required the Plaintiff to pay off the debt in accordance with the agreed-upon murabahah contract. Thus, the form of ta'awun applied by the judge was not intended to waive the customer's obligation, but rather to facilitate the settlement of the debt fairly and proportionately.

This approach demonstrates that the principle of *ta'awun* in *muamalah fiqh* has clear boundaries: it must be directed toward promoting virtue and justice. The judge does not condone actions that would deprive the bank of its rights as a creditor, nor does he allow the customer to be placed at a disadvantage. Therefore, the application of ta'awun in this ruling strikes a balance between protecting customers and upholding contractual obligations under the murabahah agreement.

b. Ta'awun as a Means of Eliminating Injustice

This is consistent with the principle that injustice is forbidden in social dealings, as emphasized in the Hadith Qudsi:

إِنِّي حَرَمْتُ الظُّلْمَ عَلَى نَفْسِي وَجَعَلْتُهُ بَيْنَكُمْ مُحَرَّمًا فَلَا تَظَالَمُوا

“Verily, I (Allah) have forbidden injustice to Myself, and I have made it forbidden among you; so do not wrong one another.”

The principle of *ta'awun* in *fiqh muamalah* aims not only to encourage mutual assistance but also to prevent unjust economic relations between contracting parties. In Supreme Court Decision No. 155 K/Ag/2021, the injustice arose from the imbalance of bargaining power between the bank as *shahibul maal* and the customer, particularly through the imposition of fluctuating payment obligations and the potential execution of collateral despite the customer's financial difficulties. The Supreme Court applied the principle of *ta'awun* by providing repayment relief, granting a six-month settlement period, and emphasizing a proportional resolution mechanism to protect the customer from excessive financial burden and unfair enforcement measures.

This is in line with the Hadith Qudsi, which affirms that Allah SWT has forbidden all forms of injustice and prohibits people from causing harm to one another. In the context of Islamic economics, every dispute resolution must be conducted fairly so as not to cause excessive harm to either party. Therefore, judges play a crucial role in maintaining a balance between the rights and obligations of banks and customers in *murabahah* contracts.

In Supreme Court Decision No. 155 K/Ag/2021, the judges applied the principle of *ta'awun* to eliminate potential injustice in the dispute resolution process. The Supreme Court held that the auction price must be determined objectively through an independent appraisal to ensure that the collateral is not sold below fair market value. This consideration indicates that the judge not only protects the bank's interests as a creditor but also ensures that the customer does not suffer disproportionate losses. Thus, the judge's intervention is intended to ensure that the dispute resolution process proceeds in accordance with the principles of justice in Islamic finance.

However, the protection afforded to customers does not eliminate their obligation to make payments to the bank. The judge reiterated that customers are required to repay their debts in accordance with the agreed-upon contract. This demonstrates that the principle of justice in *fiqh muamalah* is reciprocal, whereby both parties must receive balanced legal protection. Therefore, the

application of ta'awun in this ruling aims to achieve a fair resolution of the dispute without wronging either party.

c. Cooperation in Ensuring Mutual Consent and the Validity of the Contract

Murabahah is a sales contract, and every sale must be based on the principle of an-taradin (mutual consent).¹⁹ As the Prophet Muhammad (peace be upon him) said:

إِنَّمَا الْبَيْعُ عَنْ تَرَاضٍ

"Indeed, a sale is only valid based on mutual consent."

In the Fitriyanti case, the element of voluntary consent in the dispute resolution process was deemed not to have been met because the bank unilaterally and with a lack of transparency set the auction price limit. This situation resulted in the customer having no opportunity to learn about and approve the fair market value of the collateral to be auctioned. The Supreme Court subsequently ruled that the process of transferring rights through auction must still take into account the principle of the parties' voluntary consent to comply with the provisions of contracts under Islamic law. Therefore, the judges held that setting a non-objective collateral price could undermine the Sharia legitimacy of the *murabahah* dispute resolution process.

In its ruling, the Supreme Court sought to restore fairness and balance between the parties by requiring an objective reassessment through an independent appraisal. From the perspective of *fiqh muamalah*, an independent valuation mechanism helps prevent unilateral price determination that may disadvantage the customer and supports the realization of fair and transparent transactions, which constitute important elements in achieving genuine mutual consent (*'an taradin*) between the parties.²⁰

This step demonstrates that the judge did not favor either party but rather sought to maintain a balance of rights between the bank and the customer. From the perspective of *fiqh muamalah*, dispute resolution must not turn into a form of "forced sale" conducted at an unreasonable price or one that is not fairly agreed upon. Thus, the application of the principle of ta'awun in this ruling aims to uphold the contract's validity and ensure that the auction proceeds in accordance with the principles of justice and voluntary consent in Islamic economics.

¹⁹ Rusmini, "Penerapan Prinsip Akuntansi Syariah dalam Transaksi Murabahah pada Industri Perdagangan," *Jurnal Ekonomi dan Keuangan Islam* 6, no. 1 (2024): 44-55.

²⁰ Ade Fatonah, "Analisis Kesesuaian Konsep dan Praktek Pembiayaan Murabahah di UJKS KPRI Harapan Sejahtera IAIN Syekh Nurjati Cirebon," *Inklusif (Jurnal Pengkajian Penelitian Syariah dan Ilmu Hukum)* 2, no. 1 (2017): 27-41.

d. Cooperation through Honesty and the Prohibition of Manipulation

Another aspect emphasized in this Supreme Court ruling is the enforcement of honesty in Islamic banks' operations. The judges' decision requiring transparency in determining outstanding debt and collateral value constitutes an implementation of the prohibition against fraud, as stated in the Prophet's hadith:

لَيْسَ مِنَّا مَنْ عَشَّنَا

"Whoever deceives us is not one of us."

A *fiqh muamalah* analysis of this hadith indicates that the application of the principle of ta'awun in dispute resolution must be based on honesty and openness on the part of the parties. In Supreme Court Decision No. 155 K/Ag/2021, the judge granted legal protection to Fitriyanti due to indications of a lack of transparency in determining the collateral value, which could harm the customer. Therefore, the Supreme Court ruled that the dispute resolution process must be conducted objectively to avoid injustice in the implementation of the *murabahah* contract.

However, the principle of ta'awun cannot be applied if one party is found to have committed fraud or concealed the facts. In this context, the judge is not only tasked with protecting the aggrieved party but also with ensuring that the entire dispute resolution process proceeds in good faith and with honesty. Thus, judges serve as guardians of balance in the Islamic economy, helping those who have been wronged while remaining firm against manipulative actions that could undermine trust in Islamic banking practices.

e. Cooperation Within the Framework of Contractual Compliance

Although the Supreme Court grants leniency and conducts judicial debt restructuring, the judges still respect the validity of the original contract. This refers to the hadith:

الْمُسْلِمُونَ عَلَى شُرُوطِهِمْ مَا لَمْ يُحْرِمَ حَالاً أَوْ يُجِلَّ حَرَاماً

"Muslims are bound by the terms of their agreements as long as those terms do not prohibit what is lawful or permit what is unlawful."

This hadith sets an important limit on judges when applying the principle of ta'awun in resolving Islamic economic disputes. Judges are not permitted to invalidate the entire contents of a valid contract merely out of compassion for one of the parties. In a *murabahah* contract, the customer's primary obligation to repay the financing must still be fulfilled as a form of respect for the mutually agreed-upon agreement. Therefore, the principle of ta'awun must be applied proportionately so as not to undermine legal certainty in Sharia contracts.

In Supreme Court Decision No. 155 K/Ag/2021, the form of ta'awun applied by the judges did not amount to the cancellation of the murabahah contract or the elimination of all customer obligations, but rather the adjustment of the settlement mechanism to achieve proportional justice. In *fiqh muamalah*, the principle of ta'awun does not negate the binding nature of contracts, since the parties remain obligated to fulfill their agreed rights and obligations. Instead, ta'awun serves as a corrective mechanism to provide relief, deferment, or a proportional settlement when one party experiences genuine hardship, while preserving legal certainty and the rights of the financing institution.²¹

The Supreme Court granted the customer the opportunity to repay the debt within a specified period and ensured that the auction process was conducted fairly and transparently. This reasoning indicates that the judge sought to protect the customer without undermining the bank's rights as the lender. Thus, the principle of ta'awun is viewed as a means of achieving fairness in dispute resolution, not as a justification for nullifying all of the parties' contractual obligations.

D. CONCLUSION

This study demonstrates that the resolution of debt disputes in murabahah contracts, as outlined in Supreme Court Decision No. 155 K/Ag/2021, underscores the importance of applying Sharia principles in the resolution of Sharia-based economic disputes. The Supreme Court ruled that the trial court erred in applying the law by focusing solely on formal contractual aspects without considering the characteristics of the murabahah contract as a Sharia-based contract. From the perspective of *fiqh muamalah*, the judge's ruling reflects the application of the principle of ta'awun by providing legal protection to customers facing financial difficulties, without waiving the customer's obligation to repay their debt to the bank.

The ruling also indicates that the principle of ta'awun must be applied proportionally, namely by maintaining a balance between the rights and obligations of the parties, avoiding injustice, upholding honesty, and preserving the validity of the agreed-upon contract. Thus, this study contributes to the development of Islamic economic dispute resolution that is not only oriented toward legal certainty but also emphasizes the values of justice and the public interest in accordance with the principles of *fiqh muamalah*.

²¹ Setiya Afandi, "Prinsip Ta'awun dan Implementasinya di Lembaga Asuransi Syariah," *Madani Syari'ah: Jurnal Pemikiran Perbankan Syariah* 5, no. 2 (2022): 132-40.

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