

STUDY OF CONTRACT OBJECT IN MULTI-SERVICE FINANCING USING *IJARAH* IN ISLAMIC BANK*

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Abstract

In a case of a dispute between an islamic bank and a customer related to multi-service financing using an ijarah contract at an islamic bank, the customer is suing for the cancellation of the contract on the multi-service financing on the grounds that the object of the contract is not the object of the contract, so the contract should be null and void. However, the court decision stated that he rejected the customer's claim. This research was conducted to examine the application of sharia principles in legal considerations in court decisions regarding contract objects in multi-service financing using the ijarah contract. This research is a normative legal research using the statutory approach method. The results of this study indicate that the legal considerations in court decisions regarding the object of the contract in multi-service financing using the ijarah contract are formally correct, but materially there is still a possibility of gharar that is not in accordance with sharia principles.

Keywords: *Ijarah; Multi-service Financing; The Object of The Contract.*

Abstrak

Dalam sebuah kasus sengketa antara bank syariah dengan nasabah terkait pembiayaan multijasa yang menggunakan akad ijarah di bank syariah, nasabah menggugat pembatalan akad atas pembiayaan multijasa tersebut dengan alasan objek akad bukan merupakan objek akad, sehingga seharusnya akad tersebut batal demi hukum. Namun, putusan pengadilan menyatakan menolak gugatan dari nasabah tersebut. Penelitian ini dilakukan untuk mengkaji penerapan prinsip syariah dalam pertimbangan hukum pada putusan pengadilan tentang objek akad dalam pembiayaan multijasa yang menggunakan akad ijarah. Penelitian ini merupakan penelitian hukum normatif dengan menggunakan metode pendekatan perundang-undangan. Hasil penelitian ini menunjukkan bahwa pertimbangan hukum dalam putusan pengadilan terkait objek akad dalam pembiayaan multijasa yang menggunakan akad ijarah sudah benar secara formil, namun secara materil masih ada kemungkinan terjadi gharar yang tidak sesuai dengan prinsip syariah.

Kata Kunci: *Ijarah; Objek Akad; Pembiayaan Multijasa.*

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INTRODUCTION

Islamic bank products in the form of financing are one of the most widely used products by the public. Most of the Islamic bank financing products distributed to the public are still dominated by two contracts: the *murabahah* and *musyarakah* contracts. Throughout 2017 alone, the dominance of financing with a *murabahah* agreement reached 53.23%, while for financing with a *musyarakah* agreement it reached 34.87% (Otoritas Jasa Keuangan et al., 2017). Even though in addition to financing with a *murabahah* contract and a *musyarakah* contract, there are many more Islamic banking financing products that can be done in Islamic banks, one of which is multi-service financing with an *ijarah* agreement.

Multi-service financing is known in Islamic banking practice as financing carried out to obtain benefits for goods or services. Multi-service financing can be carried out in two ways, namely by using the *ijarah* contract principles and the *kafalah* contract. In this paper, we will discuss more about multi-service financing using an *ijarah* contract. Multi-service financing with an *ijarah* contract means financing in an Islamic bank to obtain benefits for a good or service using the principles contained in the *ijarah* contract. *Ijarah* contracts in Islamic banks can be used for rental transactions of goods or use of services (Purwanto, 2017). *Ijarah* contract is a lease agreement between the lessor and the

lessee to exchange benefits and wages for a good or service.

In a case between an Islamic financing bank (hereinafter referred to as Islamic bank) and its Customer (hereinafter referred to as the Customer) there is a dispute relating to multi-service financing using an *ijarah* contract. Whereas between the Islamic bank and the Customer there has been a multi-service financing using an *ijarah* contract with the object of the contract in the form of benefits from a rented shop.

To describe what happens in multi-service financing, it is necessary to know that in the financing contract there are two contracts, namely the *wakalah* contract and the *ijarah* contract. Islamic bank authorizes the Customer to rent a shop using a *wakalah* contract. After the Customer rents a shop on behalf of an Islamic bank based on the *wakalah* contract, in principle, the Islamic bank has become the party controlling the object by becoming a shop tenant. Then the benefits from the shop that has been rented on behalf of the Islamic bank are what is given and leased to the Customer to be used or utilized as the object of the contract. Only after that the *ijarah* contract between the Islamic bank and the Customer was born.

That the Islamic bank as the party providing financing also acts as the party that bears the risk. Therefore, to ensure that the Customer is willing to pay the financing installments, the Islamic bank asks the Customer for a guarantee in the form of a Property Right Certificate

(hereinafter referred to as the collateral object). The collateral object is then charged the Mortgage. The Islamic bank and the Customer have signed a Power of Attorney to Charge Mortgage Rights (in Indonesia called SKMHT), until the issuance of the Certificate of Encumbrance (in Indonesia called APHT) as well as the imposition of Mortgage Rights on the collateral object and it has been recorded in the Land Book at the Land Office, so that the Rights Certificate is issued on the collateral object.

However, in the course of the contract, the Customer's business went bankrupt, resulting in delinquency in installment payments by the Customer to the Islamic bank. The Customer has committed a default in which he cannot continue the monthly installment payment, so the Islamic bank has arrived at a decision to auction off the collateral object.

Disputes between Islamic bank and Customers do not stop there. The Customer then submits a lawsuit to the court against the Islamic bank. The lawsuit filed is to declare the multi-service financing with the *ijarah* agreement between the plaintiff (Customer) and the defendant (Islamic bank) is null and void. The reason for the plaintiff's submission of the lawsuit is that it relates to the objects that are the object of the multi-service *ijarah* contract. According to the plaintiff, objects that become objects in the multi-service financing contract cannot be called the object of *ijarah*, so the contract should be

null and void. However, the court ruling stated that he rejected the lawsuit. Based on this background, the authors are interested in examining whether the legal considerations in decisions about contract objects in multi-service financing using *ijarah* contracts in Islamic bank are in accordance with sharia principles.

RESEARCH METHODS

This type of research is normative legal research. "Normative legal research is legal research that places law as a norm system building" (Fajar ND & Achmad, 2010). The norm system is used as literature that can be in the form of principles, norms, rules of legislation, fatwas, court decisions, agreements, as well as doctrines or teachings. The approach method used is the statutory approach method in which various legal rules are placed as the focus of the research. In this case, the author examines various legal rules related to multi-service financing and *ijarah* contracts as the focus of research. This study was analyzed using descriptive methods. Descriptive method is a method that is carried out by compiling legal materials obtained coherently or systematically and logically to get a clear picture or description of the problem formulation.

RESULTS AND DISCUSSION

***Ijarah* Contract**

Akad is a term in Islamic law that is used to refer to an agreement. "An agreement is an event that occurs when the parties promise each other to carry out certain actions" (Ardi, 2016). The particular action in question is to give

something, do something or not do something which is better known as achievement (Nikmah et al., 2020).

A contract is the meeting of *ijab* and *kabul* as a statement of will between two or more parties resulting in legal consequences on a certain object. There are at least three elements that can be described from the meaning of the contract. First, the contract is a meeting of *ijab* and *kabul* which has legal consequences. Second, the contract is a legal action between two or more parties because the contract brings together *ijab* as a representation of the other party's will and *kabul* as a statement of the will of the other party. Third, the contract as an action that aims to cause legal consequences (Anwar, 2007).

Ijarah comes from the word *al-ajru* which means to change (Febrianasari, 2020). According to *syara'*, the meaning of *ijarah* is a contract to take advantage by replacing it (Lazwardi, 2018). *Ijarah* is one type of contract that benefits through replacement, in other words, *ijarah* is a transaction to sell benefits (Salim HS & Muhaimin, 2018). Therefore, *ijarah* is included in the category of sale and purchase contracts (Syauqoti & Ghozali, 2018). However, what distinguishes it from the principle of a sale and purchase contract in general is in terms of the object (Pratiwi & Rifa'i, 2017). In the sale and purchase agreement the object is the goods, while in the *ijarah* the object is the benefit of the goods or services (Solihah, 2014).

The legal basis for *ijarah* can be seen in Surah Al-Baqarah verse 233, "... and if you want to feed your child to someone else, then there is no sin for you to pay in a proper way. Fear Allah and know that Allah is All-Seeing what you are doing. "

In that verse there is expression "to pay in an appropriate manner", which indicates a payment of wages for services rendered (Antonio, 2001). In essence, *ijarah* is a transaction or service contract with a compensation because in *ijarah* there is a reciprocal relationship between people who take benefit from someone services by providing wages or compensation for the services he has provided (an Nabhani, 2009).

Apart from the Quran, the legal basis for *ijarah* can also be found in the Hadith. As the Hadith History of Bukhari No. 2119 which reads, "*Has told us Abu Nu'aim has told us the Mis'ar of 'Amru bin' Amir said: I heard Anas radiallahu 'Anhu say: The Prophet salallahu 'alaihi wasallam had a grip and he never wronged anyone's wages*".

Hadith History of Ibn Majah No. 2155, "*Having told us Abdul Hamid bin Bayan Al Wasithi said, told us Khalid bin Abdullah from Yunus from Ibn Sirin from Anas bin Malik said: Prophet salallahu 'alaihi wasallam did cupping and rewarded the cupping maker*".

In Indonesia's positive law, the term *ijarah* is mentioned in Law Number 21 of 2008 concerning Islamic Banking (hereinafter referred to as the Islamic Banking Law). Precisely in the

Elucidation of Article 19 letter f of the Islamic Banking Law. In addition, the National Sharia Council of the Indonesian Ulama Council has also issued Fatwa Number 9/DSN-MUI/IV/2000 concerning *Ijarah* Financing and Fatwa Number 112/DSN-MUI/IX/2017 concerning the *Ijarah Akad* which is the legal basis for the implementation of *ijarah* in Indonesia.

According to Islamic Banking Law, *ijarah* is a "contract to provide funds in order to transfer the use rights or benefits of a good or service based on a lease transaction without being followed by a transfer of ownership of the goods themselves". According to the Fatwa of the-National Sharia Council of the Indonesian Ulema Council (DSN-MUI) Number 9/DSN-MUI/IV/2000 concerning *Ijarah* Financing, *ijarah* is a "contract of transfer of use rights (benefits) over an item within a certain time with rental payments (*ujrah*), without followed by transfer of ownership of the goods themselves".

Like the contract in general, *ijarah* also has pillars and conditions. There are three pillars and conditions for *ijarah*, namely (*Ijarah* Financing, 2000):

1. *Sighat ijarah*, namely statements from both parties who act, either verbally or in other forms.
2. Contracted parties consisting of lessees or service providers and lessees or service users.
3. The objects of the *ijarah* contract are goods benefits and rent or service benefits and wages.

Ijarah can only be carried out if these pillars and conditions have been met. Like the contracts in general, if these conditions are not met, it can be canceled or the *ijarah* is considered null and void (Insawan, 2017).

According to scholars, the *ijarah* contract is divided into two types based on its object, namely (Al Hadi, 2017):

1. *Ijarah* is beneficial, namely *ijarah* whose object is in the form of objects or goods and must have benefits. Examples are *ijarah* to houses, clothes, vehicles and so on.
2. *Ijarah* is work, which is *ijarah* that occurs because someone employs another person to do a job. An example is someone who asked a tailor to sew a cloth into a shirt. The person who sews the clothes will get wages from the sewing work he does. This type of *Ijarah* is allowed as long as the work is clear and does not contain an element of fraud.

Multi-service Financing

The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) sees an opportunity from the growing needs of the community, so that Islamic financial institutions need to respond to the needs of the growing community (Hayati, 2014). Through Fatwa Number 44DSN-MUI/VIII/2004, DSN-MUI stipulates provisions on multi-service financing.

Multi-service financing is financing to obtain benefits for a service. Islamic Banks provide Multi-service financing to

customers by providing benefits for a service (Nurkamilah et al., 2016). Multi-service financing practices are legally permissible. Multi-service financing can be done using an *ijarah* contract or a *kafalah* contract.

Multi-service financing using both of the *ijarah* contract or the *kafalah* contract cannot be automatically applied to various customer needs. This is because multi-service financing must be carried out in accordance with the fatwa of each contract used (Syakur, 2010). If multi-service financing is carried out using an *ijarah* agreement, the fatwa's provisions regarding *ijarah* will apply. Likewise, if multi-service financing is carried out by means of a *kafalah* contract, the provisions in the fatwa regarding the *kafalah* contract will apply.

Multi-service financing that uses an *ijarah* contract is financing aimed at customers who need funds quickly to meet their needs by requiring the provision of *ujrah* in each installment paid by the customer to Islamic banks (Khasanah & Mustaqim, 2020). *Ujrah* must have been agreed upon in advance by the parties and must be stated in nominal terms. The object of financing in multi-service financing using an *ijarah* contract is in the form of benefits for a service.

Multi-service financing with an *ijarah* contract is a development of the concept of benefits which is the object of *ijarah*. Suppose previously the *ijarah* contract was carried out for goods or services that were simple in nature. In that

case, the multi-service financing contains many services that are used as the object of the *ijarah* contract (Rahayu & Nurhasanah, 2020). Multi-service financing using an *ijarah* contract must be carried out with due observance of the Fatwa of the National Sharia Council of the Indonesian Ulema Council Number 9/DSN-MUI/IV/2000 concerning *Ijarah* Financing. The provisions for multi-service financing objects that use an *ijarah* contract include the following (*Ijarah* Financing, 2000):

1. Objects in the form of benefits for a service;
2. Benefits of a service must be assessable and can be implemented in the contract;
3. Benefits of a service must be permitted (not haram);
4. Disturbance in fulfilling benefits must be real and in accordance with the rules;
5. Benefits must be identified specifically in such a way as to avoid ignorance which will lead to disputes;
6. The specification of benefits must be clearly stated, including the time period and physical identification;
7. Rent or wages are what customers promise and pay to Islamic banks as benefit payments. What can be used as a price in buying and selling can also be used as rent or wages;
8. Payment of rent or wages is allowed in the form of services of the same type as the object of the contract;

9. Flexibility in determining rent or wages can be expressed in terms of time, place, and distance.

The Object of the Contract in Multi-Service Financing Using *Ijarah* at an Islamic Bank According to Sharia Principles

Multi-service financing using an *ijarah* contract must follow the provisions in the Fatwa concerning *Ijarah* (Multi-service Financing, 2004). Therefore, in the implementation of multi-service financing using the *ijarah* agreement, refer to Fatwa Number 9/DSN-MUI/IV/2000 concerning *Ijarah* Financing and Fatwa Number 112/DSN-MUI/IX/2017 concerning *Ijarah* Akad. According to Fatwa Number 9/DSN-MUI/IV/2000 concerning *Ijarah* Financing, the object of the contract is the benefit from the use of goods and or services. In multi-service financing, the object of the contract is the benefits of using the service.

According to Fatwa Number 112/DSN-MUI/IX/2017 concerning Akad *Ijarah*, multi-service financing using the *ijarah* contract is included in the *ijarah* '*Ala al-a'mal*, which is a lease agreement for services or people's work. In *ijarah* '*Ala al-a'mal* the term Ajir is known, namely the party providing services. The party that is domiciled as an Ajir in multi-service financing is a Islamic bank. Whereas the object in the *ijarah* contract is better known as the benefit or *manfa'ah* because basically in the *ijarah* contract what is transacted is the benefit of a good or service.

In the *ijarah* contract, there is no transfer of ownership because there is no transfer of ownership rights, but what is given is the benefits of the ownership rights. If what is the right of ownership is in the form of an item, then what is submitted is the benefit of the item.

Benefits as objects in the *ijarah* contract must meet several conditions. Are as follows (*Ijarah* Contract, 2017):

1. Benefits are benefits that are justified or not prohibited by sharia;
2. Benefits must be clear and known to the lessor and the lessee or service provider;
3. The use of benefits and the period of use must be determined and agreed upon by the parties;
4. The lessee can lease the benefits back to another party unless lessor does not permit it;
5. The lessee is not obliged to bear the risk of loss arising from the use of benefits unless there is a default.

According to muamalah fiqh, the object of *ijarah* is something that can be submitted and used and there are no defects in it. The jurisprudence scholars agree that it is not permissible for an object to be leased to be something that cannot be surrendered, to be used directly by the tenant (Hasan, 2018).

In muamalah fiqh it is also explained that everything related to property can be used as the object of *ijarah*, but these assets must meet several requirements first. These requirements are as follows (Hasan, 2018):

1. Assets in the *ijarah* must be able to be used directly and the assets must not have defects that can affect their function and must not be allowed if the assets being transferred are still under the control of another party, namely not the two parties who have contracted;
2. The quality and quantity of benefits of property must be conveyed transparently without being hidden by the owner;
3. Property which is used as the object of *ijarah* must be in the form of real property, namely property that can be used repeatedly without causing damage to the substance and its nature management;
4. The benefits of the object of *ijarah* do not conflict with Islamic law;
5. The object is leased directly from an object;

In multi-service financing, the benefits provided are the benefits arising from a service. Services carried out in multi-service financing with an *ijarah* contract must be in the form of work permitted by sharia, means that the work is not a job prohibited by sharia. The type of work done must also have clear specifications and sizes and it must also be clear how long it will take to do the work. Services or work performed must also be in accordance with the objectives of the contract (*Ijarah Contract*, 2017).

The features and mechanisms for multi-service financing with an *ijarah* contract are as follows (Otoritas Jasa Keuangan, 2015):

1. Islamic bank act as providers of funds in multi-service financing activities using *ijarah* contracts with Customers.
2. Islamic bank are required to provide funds to realize the provision of rental objects ordered by Customers.
3. Refunds for provision of funds from Islamic bank to Customers cannot be made in the form of receivables.

In practice in Islamic bank, *ijarah* contracts are carried out in financing that involves various services. Islamic bank provide financing to Customers for a service using an *ijarah* contract, so it is called a multi-service financing with an *ijarah* contract. In general, the stages of implementing *ijarah* based on the standard operational procedure (SOP) submitted by Islamic bank are as follows:

1. There is a request to rent certain goods with clear specifications by the Customer to Islamic bank;
2. Promises between Islamic bank and Customers to rent goods at an agreed rental price and period;
3. Islamic bank look for the goods the Customer wants to rent;
4. Islamic bank lease the goods from the owner of the goods;
5. Islamic bank pay the lease in advance in full;
6. Goods are handed over from the owner of the goods to Islamic bank;
7. The contract between the Islamic bank and the Customer for lease;
8. The Customer pays the lease to the Islamic bank in installments;

9. Goods are handed over from the Islamic bank to the Customer;
10. After the end of the period, the goods are handed back from the Customer to the Islamic bank and from the Islamic bank to the owner of the goods (Sudiarti, 2018).

Based on the stages of implementing the *ijarah* above, Islamic bank lease an asset and lease it back to the Customer, then the Customer will rent the asset in installments. Apart from the same as the stages of the implementation of the *ijarah*, multi-service financing can also be carried out like *murabaha*. Islamic bank can represent Customers to lease assets or services that Customers want on behalf of Islamic bank. Furthermore, the Islamic bank leases it back to the Customer at a price difference from the initial price (Mubarok & Hasanudin, 2017).

It is important to remember that the benefits as objects in the *ijarah* contract must first belong to the Islamic bank before they are made the object of the contract and later handed over to the Customer. Islamic bank cannot immediately enter into direct contracts with Customers without doing one of two things as follows:

1. Islamic bank buy these benefits from third parties (goods owners) through a cooperation agreement; or
2. Islamic bank authorize Customers to purchase benefits from third parties using a *wakalah* contract (Mubarok & Hasanudin, 2017).

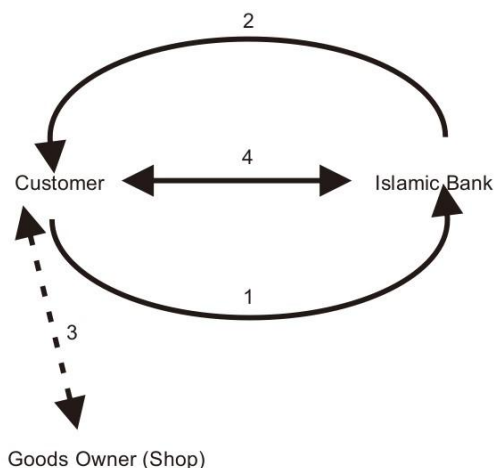
In a case as mentioned in the introduction, the practice of multi-service financing using an *ijarah* contract is carried out by the Islamic bank to the Customer. Islamic bank provides and provides services to customers in the form of financing to pay for the cost of renting a shop (Multi-service Financing, 2004). The bank entrusts an amount of money to the customer so that the customer can pay it for the cost of renting a shop on behalf of a Islamic bank, so that a *wakalah* contract also accompanies this financing. After the shop has been rented under an Islamic bank's name, the Islamic bank can make an *ijarah* contract with the customer (*Wakalah* Transaction Contract, 2016).

Islamic banks provide and provide services called benefit leasing services in the form of money to Customers. The transfer of money is carried out simultaneously with the implementation of the *ijarah* contract between the Islamic bank and the Customer. For services performed by Islamic bank, Islamic bank and Customers agree on the amount of *ujrah* to be received by Islamic bank, which in the contract is referred to as benefit lease costs (Multi-service Financing Contract, 2016).

In this financing, it was agreed that the payment for the benefit lease service and benefit lease fee from the Customer to the bank shall be made in installments. The Customer promises to pay in installments to the Islamic bank during the agreed period, namely 60 months from the signing of the contract.

From the previous explanation, a multi-service financing scheme with an *ijarah* contract between Islamic banks and customers if described will look like the following figure.

Picture 1.



Multi-service Financing Scheme that uses an *Ijarah* Contract between the Islamic Bank and the Customer.

Information:

1. The customer applies for financing to a Islamic bank in order to provide services and submit a lease of benefits for the service to the customer for store rental costs.
2. The bank approves the customer's request and provides services and submits a lease of benefits for the service to the customer in the form of an amount to pay for the shop rental fee. In this case, the Islamic bank authorizes the customer to pay the money to the shop owner who will be rented on behalf of the Islamic bank based on the *wakalah* contract.

3. The customer pays the shop rental fee to the owner of the goods on behalf of and on behalf of the Islamic bank and then the owner of the goods hands over the rented shop's benefits.
4. After the shop rented benefits have been controlled by the Islamic bank, the Islamic bank and the customer enter into an *ijarah* contract for the benefit leasing services performed by the Islamic bank. For the services performed by these Islamic banks, the customer gives *ujrah* to Islamic banks.

Based on this scheme, in multi-service financing between a Islamic bank and a customer, there are two contracts, namely the *ijarah* contract and the *wakalah* contract. The *ijarah* contract is the main contract in financing while the *wakalah* contract is the supporting contract. A *wakalah* contract is a transaction from one party to another to do something on its behalf (Latifah & Fariskasari, 2020).

Ijarah contracts are carried out by Islamic bank with Customers for the benefits provided by Islamic bank to Customers, namely in the form of benefit leasing services provided in the form of a sum of money. While the *wakalah* contract is carried out in the form of a power of attorney from the Islamic bank to the Customer to pay the amount of money to the owner of the item to be rented. So in principle, the *wakalah* contract is carried out first so that the Islamic Bank controls the goods being rented. Only after the goods are controlled by the Islamic bank, the *ijarah* contract

between the Islamic bank and the Customer is born.

In the *ijarah* contract between the Islamic bank and the customer, it is known that the Islamic bank rents out the shop to the customer after in principle the shop has been rented by the Islamic bank. Based on the DSN-MUI Fatwa Number 112/DSN-MUI/IX/2017, *musta'jir* in the *ijarah ala al-a'yan* contract may lease it back to another party unless it is not permitted by *mu'jir*. It means, Islamic banks as *musta'jir* or tenants can lease back to customers unless prohibited by shop owners as *mu'jir*.

To find out whether *mu'jir* gives permission to *musta'jir* to rent back goods to another party is basically seen from the lease agreement between *mu'jir* and *musta'jir*, either verbally or in writing. But in practice, Islamic banks as *musta'jir* do not act directly to rent goods to *mu'jir*, but rather by empowering customers to rent to *mu'jir* on behalf of Islamic banks using a *wakalah* contract. So, Islamic banks do not know for sure whether the owner of the goods allows to rent back the goods or not. Islamic banks only assume that the owner of the goods allows to rent back the goods to other parties, so that an *ijarah* contract occurs between the Islamic bank and the customer.

Seeing what happens in the *ijarah* contract between the Islamic bank and the customer, it can be seen that there is a possibility of *gharar*. *Gharar* in question is *gharar* in terms of the contract object (Mubarok & Hasanudin, 2017), in which Islamic banks lease out stores that is not

its ownership to customers only on the assumption that the shop owner gives permission to be able to re-rent the shop to other parties without knowing for sure whether the shop owner is right-has given permission.

CONCLUSION

In the quo case decision, the Panel of Judges decided to reject all claims of the Plaintiff (Customer), so that the Plaintiff's claim regarding the cancellation of the contract on multi-service financing related to the contract object was also rejected by the Panel of Judges. In its legal considerations, the Panel rejected the Plaintiff's claim because in the trial the Plaintiff could not prove the arguments for the lawsuit which stated that the contract object in the contract was not an object that could be used as the object of the *ijarah* contract, so according to the Panel of Judges the Plaintiff's claim should have been rejected. According to the author, the judges' legal considerations in the decision were only guided by the procedural law. Even though in the contract there is still the possibility of *gharar* in terms of the contract object. If in a contract there is *gharar*, then the contract is included in the *fasid* contract or contract that is invalid. Regarding the *fasid* contract, the majority of scholars agreed that the contract had no form and had no legal consequences. In other words, such a contract is deemed never to have existed or is null and void by law. Therefore, the legal considerations of the Panel of Judges in the decision did not reflect

sharia principles because the Plaintiff's claim regarding the cancellation of the contract on multi-service financing related to the contract object should have been accepted by the Panel of Judges.

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