

AKAD FINANCING OF MURABAHAH BETWEEN CUSTOMERS WITH MUAMALAT BANKS HARKAT VIEWED FROM SHARI'AH PRINCIPLES

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ABSTRACT

Currently in Indonesia Islamic Bank has gained a place and interested in the community, causing many emerging Syari'ah Bank and Financial Institutions of the syari'ah, and products in Islamic banks are widely used is murabahah financing. The formulation of the problem in this research are: (1). How is the implementation of the sale and purchase through murabahah financing between Bank Muamalat Harkat with customers. (2). Is trading system murabahah financing between Bank Muamalat Harkat and customers have been according to the principles of Syari'ah. (3). How murabahah financing efforts to resolve the breach between the customer and Muamalat Harkat. This research method is empirical legal research, this study was conducted in Bank Muamalat Harkat based data collection through field research such as interviews, observation and description as well as information from respondents through library research. The results of this research are: before an agreement Bank to assess carefully the prospective customer in the form of a comprehensive analysis and is divided into several stages, such as the assessment using the principle of 5C Character (Character of the debtor), Capacity (Capability Candidate Debtor) , Capital (Capital candidate Debtor), Collateral (Collateral candidate Debtor) and Condition of economy (economic condition of the prospective Borrower). Trading system murabahah financing between Bank Muamalat Harkat with the customer has not fully based on the principles of the Syari'ah. Murabahah financing efforts to resolve the defaults can be solved by R3 is Restrukturing (Arrangement Back), Reconditioning (Terms Back) and Rescheduling (rescheduling), sales collateral and auction execution.

Keywords: Islamic Bank, Murabahah, and Akad

A. INTRODUCTION

An economy based on Sharia values and principles has long been awaited by Muslims in Indonesia and from other parts of the world. The application of Sharia values and principles in all aspects of life and in the activities of transactions between people based on Sharia rules has long been fought for and is expected to exist in economic development. This desire is based on an awareness to implement Islam fully and totally in all aspects of life, as explained in Surah Al-Baqarah verse (208) which means more or less as follows:¹ "O believers, enter into Islam as a whole, and do not follow the steps of Satan. Really, he is the real enemy for you ". In principle, Islam does not limit the forms and types of efforts for someone to get wealth, nor does Islam limit the level of the results achieved by one's business. This depends on the abilities, skills and skills of each person. Every person is free to do business with all his strength to obtain as much results as can be achieved, in accordance with the capabilities and skills as long as the business is carried out properly and lawfully, meaning that it is legal according to the law and according to moral standards and does

¹ Al-Qur'an, Surah Al-Baqarah ayat 208, Al-Qur'an dan Terjemahnya, (Bandung: Penerbit CV Penerbit Diponegoro, 2008), Page 32

not persecute others, does not endanger others and not endanger the community.²

Banks are financial institutions that have a very strategic role in harmonizing and developing national development. The main activity of banking is absorbing funds from the public. This is mainly due to the function of banks as intermediaries between surplus funds and those who need funds (lack of funds). As an agent of development, a bank is a government tool in building the nation's economy through financing all types of development efforts, namely as a financial intermediary that contributes to state revenues.³

Enactment of Law No. 21 of 2008 concerning Sharia Banking provides a legal basis for Shari'ah Banks both in terms of institutional and operational. Furthermore, with the enactment of Law No. 21 of 2011 concerning the Financial Services Authority, and the Financial Services Authority Issued the Financial Services Authority Regulation No. 31 / POJK.05 / 2014 concerning the implementation of sharia financing business, OJK can implement monetary policy based on sharia principles, so that Bank Indonesia

² Gemala Dewi, *Aspek-Aspek Hukum Dalam Perbankan Dan Perasuransian Syariah Di Indonesia*. Kencana Prenada Media Group. Jakarta. Page 40

³ Hermanyah, *Hukum Perbankan Nasional Indonesia*, Kencana Prenada Media Group. Jakarta, 2011, page 20

can influence economic liquidity through syariah banks.

The difference between the two is that Conventional Banks are banks that carry out their business activities in a conventional manner consisting of conventional commercial banks and people's credit banks. The shari'ah bank is a bank that runs its business activities based on sharia principles consisting of Sharia Commercial Banks (BUS) and Sharia People Financing Banks (Sharia Rural Banks).⁴

Currently in Indonesia, sharia banking has gained a place and interest in the midst of an economic crisis situation that has caused many Sharia Banks to emerge and Islamic financial institutions. For banks based on Sharia Principles, the term interest is unknown in providing services to depositors or borrowers. In this bank, the Bank's services provided are in accordance with sharia principles in accordance with Islamic law.⁵

Because based on the provisions of Article 3 of the Sharia Banking Law, "Sharia Banking aims to support the implementation of national development in order to improve justice, togetherness and even distribution of

people's welfare". Sharia banking services related to financing services offered by Islamic banks, one of which is murabaha financing. The word murabaha comes from the Arabic word ar-ribhu which means excess and additional (profit).⁶

Whereas according to the term murabaha is one of the sale and purchase of goods at the original price with additional benefits agreed between the bank and the customer.⁷

In another sense murabaha is the sale of goods transaction by stating the acquisition price and profit (margin) agreed by the seller and buyer. Is a financing service by taking the form of buying and selling transactions with installments. Payment for the sale and purchase agreement of murabahah can be done in cash or installments. The legal basis for Murabahah financing products is Law Number 21 of 2008 concerning Sharia Banking, and also is contained in the National Sharia Board Fatwa Number 04 / DSN-MUI / IV / 2000 concerning Murabahah. Bank Muamalat Harkat is one of the Sharia People Financing Banks in

⁴ Kautsar Riza Salman, *Akuntansi Perbankan Syari'ah Berbasis PSAK Syari'ah*. Akademia Permata. Jakarta. 2012, page 69

⁵ Kasmir, *Bank & Lembaga Keuangan Lainnya*, PT RajaGrafindo Persada, Jakarta, 2005, page 25

⁶ Rachmadi Usman, *Produk dan Akad Perbankan Syari'ah Di Indonesia Implementasi dan Aspek Hukum*, PT Citra Aditya Bakti, 2009, page 177

⁷ Heri Sudarsono, *Bank Dan Lembaga Keuangan Syar'iah Deskripsi dan Ilustrasi*, Ekonisia, Yogyakarta, 2007, page 71

Indonesia that runs the Murabaha concept in financing housing, land, vehicles and productive and consumptive needs, namely the sale and purchase agreement of goods by stating the acquisition price and profit (margin) agreed by the seller and buyer . In the practice of buying and selling through Shari'ah financing at Bank Muamalat Harkat, the bargaining power of the customer is not yet running, so the position of the customer is often rather forced to accept the price offered by Muamalat Harkat Bank, whereas in practice murabaha the price there is a price agreed upon by the bank and the customer itself. Based on the background description above, the issues to be discussed are: How is the sale and purchase through murabaha financing between Muamalat Harkat Bank and customers. Is the selling system through murabaha financing between Muamalat Harkat bank and the customer in accordance with sharia principles. What is the effort to settle the default murabahah financing between the customer and Muamalat Harkat Bank?

B. RESEARCH METHODS

1. Type of Research

This type of research that will be used in this research is empirical legal research that is the form or pouring of research results

regarding the applicable law in the community. The central point of research is not the theory and formulation of norms but on how the law in society.⁸

In this study, namely the implementation of buying and selling through murabaha financing between Muamalat Harkat Bank and customers, the buying and selling system through murabaha financing between Muamalat Harkat banks and customers is in accordance with the shari'ah principle, efforts to settle the murabaha financing default between the customer and the Muamalat Harkat Bank will be examined using in-depth interviews that will be associated with the implementation of murabaha in accordance with sharia principles.

2. Research Location

This research was conducted at Bank Muamalat Harkat Bengkulu. Bengkulu - Seluma highway KM 31 Sukaraja, Seluma Regency, Bengkulu.

3. Determination of Informants

Determination of Informants for this study by purposive sampling, namely taking while based on the subjective assessment of

⁸ Asri Wijayanti, *Strategi Penulisan Hukum*. Lubuk Agung, Bandung, 2011, page 97

researchers that the sample taken was representative of the population.⁹

This research was conducted with the authorities and related as well as competent in murabaha financing agreement at Bank Muamalat Harkat Bengkulu consisting of:

1. Director of Bank Muamalat Harkat.
2. 2 Bank Muamalat Harkat Account Officers.
3. Chairperson of Bengkulu Province MUI.
4. Bank Muamalat Harkat Sharia Supervisory Board.
5. Financial Services Authority Oversight Staff.
6. 5 Customers, namely:
 - 1) Pledged Pledge. resident of Sakaian Village, Seluma District
 - 2) Tamjili, a resident of Gunung Agung Village, Seluma Regency
 - 3) Nasmianti, a resident of Gunung Agung Village, Seluma Regency
 - 4) Yoyon, Citizen of Rena Panjang Village of Seluma District
 - 5) Desi Arisanti, a resident of Kel Kel Padang in the city of Bengkulu

4. Data Collection Techniques

a. Primary data

Primary data obtained through field research. Field research conducted is an

attempt to obtain primary data in the form of observations, interviews and information or information from respondents. In this study primary data was obtained through guided free interviews, namely by preparing questions in advance as guidelines, but did not rule out the possibility of variations of questions according to the situation when the interview took place. Interviews were conducted with the authorities and related as well as competent in the field of murabaha financing at Bank Muamalat Harkat Bengkulu.

b. Secondary Data

Secondary data obtained through library research (library research) or study documentation. Literature research is carried out to obtain legal theories and legal doctrines, legal principles, and conceptual thinking as well as preliminary research related to the object of this research study which can be in the form of laws, literature and other scientific papers.

5. Data Analysis

In empirical law research, data processing and analysis can be done qualitatively. After the data is processed, the researcher applies an analytical method that can be used, namely qualitative analysis or both methods because they complement each other. Data

⁹ Tatang M. Amirin, *Menyusun Rencana Penelitian*, RajaGrafindo Persada, Jakarta, 2000, page 147

analysis is to describe the data in the form of sentences that are good and right, so that it is easy to read and be given meaning (interpretation) if the data is qualitative. The results of data analysis make it easy to draw conclusions either inductively or deductively. In analyzing these data, researchers used qualitative thought patterns, describing the data in the form of sentences that are good and right, so that they are easy to read and given meaning (interpretation). Descriptive qualitative thinking patterns that are explaining or illustrating about a rule that applies, then associated with the reality that occurs, then a conclusion is drawn.

C. RESEARCH RESULTS AND DISCUSSION

1. Sale and Purchase Through Murabaha Financing between Bank Muamalat Harkat and customers

Murabahah financing as one of the financing transactions conducted by Bank Muamalat Harkat is financing carried out in the case of buying and selling goods based on the original price with additional benefits agreed by the parties.

As revealed by the Account Officer, the customer in applying for financing at Muamalat Harkat Bank must go through

several stages to obtain a decision on the customer's financing application. The stages of the proposed murabaha financing at Bank Muamalat Harkat, is

The first stage

The customer comes to Bank Muamalat Harkat, then the customer submits a proposal for financing to the Account Officer by first asking for information to the customer service of Bank Muamalat Harkat or can also directly to the account officer by completing the administrative documents of the data completeness in accordance with those determined by the bank, including namely regarding the completeness of administration of self-identification and information on types of business, types of goods, which are requested to obtain financing from banks. Then the account officer conducts a survey out for customers who have a business. After that the bank will provide a financing application form to be filled out by the customer along with the financing requirements that are required and must be met by the customer, both general and specific requirements. If the application letter submitted meets the eligibility standards, then it can immediately register.

b. Second stage

The financing proposal is then examined and its eligibility judged by the Account officer to check the completeness of the documents for the submission of proposals by the customer to the Islamic bank as the financing provider, then the Account Officer makes a financial analysis of the financing proposal submitted by prospective customers using funds.

c. Third phase

At the same time, the account officer submits the financing proposal submitted by the customer to the bank's financial support department to be examined in terms of the validity of the existing documents and conducted a juridical analysis. If the financing support assesses that the financing proposal does not fulfill the completeness and validity of the documents, it will be returned to the account officer for the completeness to be requested to the customer. However, if the financing proposal meets the completeness and validity of the data, then the bank's financial support department can immediately make an analysis of the tax assessment report (collateral valuation), and the document completeness report. Based on the documents submitted by the customer to the bank, it can be assessed regarding the level

of eligibility of the financing proposal for whether or not the application is granted. The results of the analysis of the account officer section and the financing support section of the financing proposal submitted by the customer can be submitted to the finance committee section to be taken into consideration in making a financing application decision.

d. Fourth Stage

The results of the financial analysis of the account officer and analysis of the financial support department are conveyed to the finance committee section to obtain a decision regarding approval or rejection of the financing proposal submitted by prospective customers using bank funds. The financing committee has the authority to provide assessments and decisions regarding financing proposals submitted by customers, taking into account the results of the analysis of the account officer and financing support.

e. Fifth Stage

Financing proposal obtains approval from the financing committee, then an offering letter is given to the customer to make an agreement between the bank and the customer. Then scheduling for binding with a notarial deed, then the financing proposal

can be disbursed and used by the customer. In the case of procurement of goods can be done by the bank by buying goods, land, gardens, which are desired and have been selected by the customer to then customers buy the land or garden to the bank.

As for the main guarantee from the Sharia Bank in providing financing for the purchase of land, gardens is the trust of LKS (Bank Muamalat Harkat) to customers that customers can be trusted and are able to pay their debts. This is the main guarantee is the trust obtained from the results of the survey and analysis conducted by the financing section in principle 5C, namely:

- a. Character (the character of the prospective debtor);
- b. Capacity (ability of prospective debtors);
- c. Capital (capital of prospective debtors);
- d. Collateral (collateral for prospective debtors);
- e. Condition of Economy (economic conditions of prospective debtors).

2. Conformity of the Purchase and Purchase System Through Murabahah Bank Muamalat Harkat Financing with Sharia Principles

Based on Sharia Bank regulations contained in Law No. 21 of 2008 concerning sharia banking, sharia banks are banks that carry out their business activities based on sharia principles, while sharia principles are provisions based on fatwas and / or sharia conformity statements from the National Sharia Board of the Indonesian Ulema Council and meet the terms and conditions of the Murabahah Agreement. So when assessing the old-fashioned buying system through Murabaha financing between Mumalat Harkat Bank and the Customer whether it is in accordance with sharia principles, Bank Muamalat Harkat must have implemented the Sharia Board Fatwa Number 04 / DSN-MUI / IV / 2000 and meet the rules and conditions of the murabahah contract.

Based on the results of research the authors in the field with Prof. Dr. Rochimin, MA as the Chairperson of Bengkulu Province MUI, Bank Muamalat Harkat has implemented the Sharia Council Fatwa Number 04 / DSN-MUI / IV / 2000 and is guarded and supervised by the Shari'ah Supervisory Board in accordance with the shari'ah principles, but other than that to implement Murabaha contract must also meet the terms and conditions. Because harmony is something that must exist in

murabaha, and the condition is something whose existence complements the harmony.

The pillars in murabaha are as follows:

- a) Contracting Parties (Ba'i and Musytari ')
- b) Object or contract item (Mabi ')
- c) Ijab Qabul (sighat)

The murabaha trading conditions are as follows:

- a) The buyer should really know the capital and the truth of an item to be purchased,
- b) The Bank and the Customer must agree with the level of profit or additional price determined without the slightest coercion.
- c) Goods traded are not ribawi goods

The validity of murabaha transactions depends on the fulfillment of the pillars and the terms of the agreement. If it is not fulfilled, the sale and purchase agreement means it is not in accordance with the Shariah and is canceled or fasid.

Meanwhile, according to the results of the author's interview with Tamjili, Mr. Tamjili entered into an agreement with Bank Muamalat Harkat for consumptive use, namely making kitchens and terraces. With Collateral with a Bank, a plot of Residential Land covering an area of 1.0231 M, located

in Gunung Agung village, Lubuk Sandi District, Seluma Regency, with proof of ownership of Certificate No. 00246, SU Non: 25 / GN.Agung / 2005, Head of Land Office (Drs. Iskandar Zulkarnain), Manna, August 28, 2005 SHM on behalf of Tamjili, and (one unit) Yamaha brand motorcycle, No. BD 6893 of 2006, Gasoline fuel, black color, frame number MH34ST1074K354593, Engine number: 4st-692403, with proof BPKB No. 8238573 F, Reg Number: R / 89573 / IV / 2006 / PROTECTED, STNK Number: 02677456 / EK / 2007.a / n Tamjili. The implementation of this murabahah contract is by buying and selling construction goods for 15,000,000. if seen from the pillars and murabaha contract terms, among others:

1. The party who has the intention (al-'aqidain) in this case the party to the agreement is:

- a. Tamjili as a customer of Muamalat Harkat Bank who ordered goods with the Harapan Jaya building store at Muamalat Harkat Bank.

- b. Bank Muamalat Harkat seems to buy goods with a glorious hope building to be sold to murjili murabaha.

The parties here are legal subjects who have qualified requirements both Islamic law and positive Indonesian law.

2. The contract (*sighat al-aqd*) which is in the form of consent *qabul*. In the *murabaha* contract, it must be stated explicitly regarding:

a. The price of goods, which consists of the purchase price, profit (margin) taken by the Bank and the selling price from Bank. Where in the contract it was as if the Bank's Buy price was Rp. 15,000,000 (fifteen million rupiah), a profit margin of Rp. 8,700,000 (eight million seven hundred thousand rupiah). And the selling price of the bank or the total financing of the bank is as if the selling price of Muamalat Harkat Bank to appear is Rp. 23,700,000 (twenty three seven hundred thousand rupiah).

b. Payment method in this case is through installments for 30 months by Tamjili to Muamalat Harkat bank.

c. If there is a default payment, the Syari'ah Bank holds a collateral in the form of a Collateral with the Bank, a piece of Housing Land covering an area of 1.0231 M, located in Gunung Agung village, Lubuk Sandi District, Seluma Regency, with proof of ownership of Certificate No. 00246, SU

Non: 25 / GN Agung / 2005, Head of Land Office (Drs. Iskandar Zulkarnain), Manna, on August 28, 2005 SHM on behalf of Tamjili, and (one unit) Yamaha brand motorbike, No. BD 6893 of 2006, Gasoline, black, No. order MH34ST1074K354593, Engine number: 4st-692403, with evidence of BPKB No. 8238573 F, Reg Number: R / 89573 / IV / 2006 / REVISED, STNK Number: 02677456 / EK / 2007.a / n Tamjili

d. The object is brought in (*mahallal 'aqd*). After being seen in the implementation there was never a contract object such as the goods sold by Bank Muamalat Harkat to Tamjili. In fact, the bank provides the funds directly with tamjili and tamjili themselves who buy construction goods to rehabilitate the house in the hopeful jaya building shop. According to this writer, it was the one who caused the *murabaha* contract of Bank Muamalat Harkat with illegal tamjili because it did not meet the Pillars and Conditions in the *murabaha* contract, ie there must be goods / assets being traded, then legally, the Islamic *murabaha* contract was invalid.

Judging from the MUI DSN fatwa No. 04 / DSN-MUI / IV / 2000 concerning *murabaha* in the general provisions of *murabaha* in the Sharia Bank it is said that:

- a. Banks and customers must enter into a usury-free murabaha contract.
- b. Goods that are traded are not forbidden by Islamic sharia
- c. The bank finances part or all of the purchase price of goods whose quality has been agreed.
- d. The bank buys the goods that the customer needs on behalf of the bank himself, and these purchases must be legal and free from usury
- e. The bank must submit all matters relating to the purchase, for example if the purchase is made in debt.
- f. The bank then sells the item to the customer (the buyer) at a selling price of the purchase price plus the profit. In this connection the Bank must honestly notify the cost of goods to the customer along with the costs required.
- g. The customer pays the agreed price for the goods within the agreed period of time.
- h. To prevent abuse or damage to the contract, the bank may enter into a special agreement with the customer.
- i. If the bank wants to represent the customer to buy goods from a third party, murabahah

sale and purchase agreement must be done after the goods in principle become the property of the bank.

Then it can be seen in this Fatwa that the objects which are traded are legitimate requirements of murabaha. In the absence of goods being traded between Tamjili and Bank Muamalat Harkat, the position of the parties is not as a seller and buyer in the murabahah contract because they do not fulfill the terms and conditions of the murabahah contract itself, and according to the results of the study found that the bank muamalat harkat determines the profit so that the position of the murabaha customers are often forced to accept prices offered by banks. In fact, in the practice of murabaha, the price is one price that has been mutually agreed upon by the bank and the customers themselves.

If seen from the position of the case, what happens is the usual lending and borrowing between Bank Muamalat Harkat and Tamjili. In Islamic law, it is not permissible to borrow money with additional benefits, this includes usury and the law is haram.

3. Efforts to Settle the Default Murabahah Financing Between the Customer and Muamalat Harkat Bank

According to the director of Bank Muamalat Harkat Mrs. Deri Haspriyanti, A.Md. Ms. Deri explained the efforts made at Muamalat Harkat Bank if there were disputes or defaults arising from the implementation of this effort, it was attempted to be resolved by deliberation and kinship (non litigation) between the two parties. if the customer is in arrears or is stuck in the payment of murabaha financing, the first thing the bank does is conduct intensive billing, then visit the customer's home and ask for reasons why it is stuck, and if the customer is not followed up with the customer in good faith then the party the bank will provide a warning letter and a call to the customer whose purpose is to remind the customer to immediately settle the arrears that are due.

Still according to Ms. Deri Haspriyanti, the provisions that apply to the BPRS Muamalat Harkat Bank how to resolve defaults of customer financing through the following ways:

1. Non Litigation

a. Intensive Billing

b. Restructuring

- Rescheduling is the payment schedule for a customer's obligations or time period.

- Reconditioning is a change or the entire financing requirements without adding up the remaining principal of the customer's obligations that must be paid to the bank including changes in payment schedules, changes in the number of installments, changes in the period of time and / or deductions as long as it does not add to the remaining customer obligations that must be paid to the bank.

- Restructuring is a change in financing requirements including the addition of funds to bank financing facilities.

2. Litigation

If the settlement of murabahah defaults cannot be resolved in a deliberation manner then the following will be taken to involve legal channels in the form of:

a. BASYARNAS (National Sharia Arbitration Board). The settlement is carried out through a condition after an agreement is not reached through consultation.

b. The court can be in the form of: Execution of Mortgage Rights (HT) for building, Execution which is bound in a Fiduciary manner which is registered at the Fiduciary Registration office.

D. CLOSING

A. Conclusion

From the description of the discussion, it can be concluded:

1. The sale and purchase of Murabahah financing between Muamalat Harkat Bank and the Customer there are several stages consisting of the application stage, the analysis phase, the consideration phase, the decision and approval stage. Before entering into an agreement, the Bank conducts a thorough assessment of prospective customers in the form of conducting in-depth analysis and is divided into several stages, such as assessing the provision of al Murabahah financing using the 5 C principle of Character, Chapacity, Capital, Collateral, and Condition of Economy, as well as the principle of the agreement. based on Islamic banking financing.
2. The system of buying and selling murabahah financing between Muamalat Harkat bank and its

customers is not yet fully based on the Shariah principle, because in the process of implementing Muamalat Harkat Bank the bargaining power of the customers is not yet running, so the customer's position is forced to accept the price offered by the party Muamalat Harkat Bank. In murabaha practice, the available price is a price agreed upon by the bank and the customers themselves.

3. Efforts to settle the default murabahah financing between the customer and Bank Muamalat Harkat, efforts to settle the default customers in murabahah financing are first carried out by Intensive Billing, then Rescheduling, Reconditioning, and Restructuring (R3), if R3 does not resolve the problem then the sale of assets is carried out first by Intensive Billing. property of the customer used as collateral, the last resort is to auction the execution of mortgage rights.

B. Suggestions

Based on the conclusions that can be given advice is:

1. Bank Muamalat Harkat should be more consistent and prudent in murabaha financing, in other words banks must murabaha financing in accordance with the provisions of the National Sharia Board Fatwa Number 04 / DSN-MUI / 2000 concerning Murabahah.
2. Bank Muamalat Harkat in the use of murabahah contracts so that they are appropriate and appropriate in accordance with the sharia rules that they aspire to.
3. Anticipating the occurrence of bad financing, at Bank Muamalat Harkat, it is done in order to save the financing that has been given by the debtor. Early financing safeguards are needed by analyzing more closely the confidence of the bank regarding the ability and ability of debtors to repay their

debts in accordance with what was promised.

REFERENCES

- Al-Qur'an, Surah Al-Baqarah ayat 208, *Al-Qur'an dan Terjemahnya*, (Bandung: Penerbit CV Penerbit Diponegoro, 2008),
- Gemala Dewi, *Aspek-Aspek Hukum Dalam Perbankan Dan Perasuransian Syariah Di Indonesia*. Kencana Prenada Media Group. Jakarta.
- Hermanyah, *Hukum Perbankan Nasional Indonesia*, Kencana Prenada Media Group. Jakarta, 2011
- Kautsar Riza Salman, *Akuntansi Perbankan Syari'ah Berbasis PSAK Syari'ah*. Akademia Permata. Jakarta. 2012
- Kasmir, *Bank & Lembaga Keuangan Lainnya*, PT RajaGrafindo Persada, Jakarta, 2005
- Rachmadi Usman, *Produk dan Akad Perbankan Syari'ah Di Indonesia Implementasi dan Aspek Hukum*, PT Citra Aditya Bakti, 2009
- Heri Sudarsono, *Bank Dan Lembaga Keuangan Syar'iah Deskripsi dan Ilustrasi*, Ekonisia, Yogyakarta, 2007
- Asri Wijayanti, *Strategi Penulisan Hukum*. Lubuk Agung, Bandung, 2011
- Tatang M. Amirin, *Menyusun Rencana Penelitian*, RajaGrafindo Persada, Jakarta, 2000
- Abdulkadir Muhammad. *Hukum dan Penelitian Hukum*, Bandung: PT Citra AdityaBakti, 2004