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Analysis Implementation Contract Murabahah at the Ummahat Al- Kaffah Sharia Cooperative Binjai Perspective of Fatwa No. 04/DSN-MUI/IV/2000 Concerning Murabahah

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Abstract: The purpose of this study is to evaluate the implementation of the murabahah contract at the Ummahat Al-Kaffah Binjai Sharia Cooperative and assess its compliance with the DSN-MUI Fatwa No.04/DSN-MUI/IV/2000 concerning murabahah. The study employs a qualitative method, which involves gathering descriptive data in the form of spoken or written words from people or observable behavior. Specifically, the research is empirical, aiming to observe and analyze how the law is applied in society. Data collection was conducted through interviews with informants to obtain direct information. The findings reveal that the cooperative allows its members to purchase goods for murabahah financing, including motorcycles, laptops, mobile phones, and business capital. Overall, the implementation of the murabahah contract at the Ummahat Al-Kaffah Binjai Sharia Cooperative largely adheres to the DSN-MUI Fatwa, although there are discrepancies in the fatwa's provisions. Notably, the fatwa's point 4, which stipulates that the cooperative should purchase goods in its own name, is not followed as members buy the goods in their own name, which deviates from the fatwa's guidelines.

Keyword: Murabahah, Sharia Cooperative, DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000.

INTRODUCTION

Need known that Allah SWT as syari ' (which stipulates sharia) no create laws and regulations so only . However laws and regulations That created with purpose and intent certain . Ibn Qayyim al-jauziyah , as quoted by Khairul Umam state that objective sharia is the welfare of the servant in this world and the hereafter . Sharia everything fair , all containing grace , and all contains wisdom. Every deviant problem from justice , mercy , benefits and wisdom are certain No provision sharia (Ghozali, 2018) .

financial institutions in Indonesia today This experience development is very rapid . This is marked with Lots popping up institution Islamic finance which also participates share in development Indonesian economy . The number of institution Islamic finance indicates existence enthusiastic high society (customers) , so that his presence Already get warm welcome (Istiqomah, 2022) . Human is creature social and mutual need For socialize or fulfil need important like primary, secondary , and tertiary needs . Sometimes people don't own

3773 | Page

enough money for fulfil need everyday . Therefore that , with development economy area , there are service finance provided by institutions bank and institutional finance finance non-bank . One of the factor most important sustainability economy a country in organization system government is institution finances . Banks are also one of the center system finances of any country . Banks are an institution that collects money from public in form savings and distribute them to public with credit or other means to increase level life society (Iqbal, Nur & Yadi, 2024)

Role and function institution Islamic finance including fulfil need public will fund as means For do activity appropriate economy with sharia principles for example consume a goods, additional working capital, gain benefit or utility value of a goods, or even capitalization beginning for someone who has business prospective However to him No own capitalization in the form of adequate finances (Fathoni, 2020).

DSN is an institution formed by the MUI which is structural is under the MUI. The task of the DSN is operate MUI's duties in handle related issues with sharia economy , both related to with activity institution Islamic finance or others . In principle , the formation of the DSN is intended by the MUI as business For efficiency and coordination of the scholars in respond related issues with problem economics and finance (Setiawan et al., 2023) . In addition that , DSN is expected can play a role as supervisor , director and driver implementation values and principles Islamic teachings in life economy . Therefore that , DSN-MUI plays a role in a way proactive in respond development Indonesian society in the field economics and finance (Istiqomah, 2022) . DSN is recognized by regulations legislation For formulate sharia principles in field Islamic economy and finance . Legitimacy from the position of the DSN-MUI fatwa in arrange provision Sharia aspects of LKS are covered by regulations applicable laws and regulations (Nur, 2024) .

Origin of the word murabahah namely "ribhu" which means profit. DSN - MUI Fatwa No. 04 of 2000 states that murabaha is sale goods with set price buy to Buyer and Buyer pay higher price tall as form profit for seller . Simply put , murabahah is contract buy Where price beginning goods added profit / margin that has been agreed (Fauzi et al., 2023) . In Islamic fiqh , murabahah is a method sell buy Where seller set cost beginning goods , including price goods as well as other costs for get goods mentioned , as well as big mark agreed profit (margin) . Contract murabaha This is form many contracts used by Islamic Financial Institutions (LKS) (Iqbal, Nur, 2022) .

The existence of the Sharia Council Fatwa No. 04/DSN-MUI/IV/2000 concerning contract murabaha against the backdrop Because public many need help financing from institution finance based on principle sell buy, besides it can also help prosper society and various activity.

One of base the law that explains about murabaha It is found in the Al-Qur'an, Al-Maidah Verse 1, which reads :

يِّآيُّهَا الَّذِيْنَ اٰمَنُوٓا اَوْفُوْا بِالْعُقُوْدِّ

Meaning: "O you who believe, fulfill it promises"

In the verse This explained to We a number of law , such as to perfect agreement , and keep it promise , okay promise the servant's loyalty to Allah, and the promise made between fellow human beings , as related with marriage , trade and so on , as long as promise That No violate Allah 's law , as mentioned in hadith which reads :

كُلُّ شَرْطٍ لَيْسَ فِي كِتَابِ اللهِ تَعَالَى فَهُوَ بَاطِلٌ وَإِنْ كَانَ مِائَةَ شَرْط (رواه البخاري ومسلم عن عائشة)

Meaning: "Every condition (bond promise) which is not in accordance with the book of Allah, is void although one hundred type conditions." (Riyawat al-Bukhari and Muslim from Aisyah ra)".

In accordance as stated in the DSN - MUI Fatwa No. 04 /DSN - MUI/IV/2000 Concerning murabaha first point that " banks and customers must do contract free murabahah

usury . For prevent the occurrence abuse or damage contract the bank can stage agreement special with customers ".

One of institution Islamic finance is Sharia cooperatives . Sharia cooperatives have a number of product financing , one of them that is financing murabaha . Financing murabaha is a services provided institution Islamic finance based on Sharia principles are given to members in need or member who ordered a goods certain (Nur, 2024) . In this case This cooperative as sellers and members as buyer . cooperative give facility with based on the purchase that must be made done moreover previously by the institution the from Supplier goods . After in a way legal ownership goods switch from hand Supplier to hand cooperative , then furthermore cooperative sell goods to its members . Provisions in contract murabaha that is the seller must telling you buyer about price purchase goods and declare amount profit added to costs the (Shalahuddin & Fauziah, 2023) .

In the Compilation of Sharia Economic Law (KHES) Article 20 paragraph (6) also explains that "Murabahah is method For get goods with the price that has been agreed previously ". Not only KHES, according to Constitution Number 21 of 2008 Article 19 paragraph (1) concerning Islamic banking is mentioned that "murabahah" is contract financing a goods with confirm price buy it to Buyer and Buyer pay it with higher price as agreed profit "

Cooperative The Community of All- Powerful Binjai is institution Islamic finance that implements Contract Murabahah in serve need its members . Mrs. Nilam said :

" Product financing murabahah provided by the Ummahat Al- Kaffah Sharia Cooperative Binjai such as motorbikes, laptops, cell phones and business capital to members (customers) and pay it off with installments with term the time that has passed agreed."

In its implementation financing murabaha that is agreement sell buy Where cooperative play a role as seller whereas member as Buyer . Contract murabaha is contract buy Where price beginning goods added profit / margin that has been agreed (Masyita, 2012) . Some provisions that must be met filled in carry out contract murabahah for transactions contract avoid from usury and appropriate with sharia principles . One of them is goods that must be contracted is goods for sale buy . According to the Fatwa of the National Sharia Council of the Indonesian Ulema Council No. 04/DSN-MUI/IV/2000 concerning murabaha mentioned that the bank (cooperative) must buy moreover formerly Items ordered members (customers) and then offer goods the to members (customers). Terms and Conditions the thing that becomes object contract in contract murabahah , goods sold buy in a way principle must Already become owned by the bank (cooperative). Because it is not legitimate sell new items will become his (Wibisono, 2021).

Researcher has do pre study with interview in a way direct in the field to administrator Islamic cooperative Ummahat Al- Kaffah Binjai . Mrs. Nilam said :

"That there are 2 concepts purchase goods, the first cooperative that buys goods direct to Supplier goods, the second cooperative give money to members and members those who buy goods to Supplier goods (murabahah) bill wakalah).

According to researcher absence conformity with essence contract murabaha bill please Where party cooperative give financing murabaha with represent to its members For in a way direct buy the required items . Already explained previously in the DSN MUI Fatwa No. 04/DSN-MUI/IV/2000 concerning murabaha that the bank must buy moreover formerly Items ordered in a way legitimate new Then offer goods the to customers.

METHOD

The method used in this study is a qualitative method. Qualitative methods are research procedures that produce descriptive data in the form of written or spoken words from people and observable behavior. This research is included in the type of empirical legal research, namely a legal research method that seeks to see and examine how the law works in society in

3775 | Page

real terms (Sugiyono, 2021). The focus of empirical legal research is not only on legal norms alone, but more on the practice and implementation of law in everyday life. In this context, the study aims to examine the application of the murabahah contract at the Ummahat Al-Kaffah Binjai Sharia Cooperative and assess the extent to which its implementation is in accordance with the provisions of the DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 concerning Murabahah.

The data collection technique used in this study is the field research technique (Rukminingsih, 2020). This technique was chosen to obtain data that reflects what the researcher heard, saw, experienced, and thought directly while at the research location. Primary data in this study were obtained through interviews with the treasurer and some members of the Ummahat Al-Kaffah Binjai Sharia Cooperative. Interviews were conducted directly by asking relevant questions to dig up in-depth information about the murabahah contract practices being carried out. In analyzing the data, the researcher used a qualitative descriptive analysis method. According to Nana Syaodih Sukmadinata, the qualitative descriptive approach aims to describe the phenomena that occur, both natural and human-engineered, with an emphasis on the characteristics, quality, and interrelationships between the various activities or aspects studied.

RESULTS AND DISCUSSION

Based on the results of the study conducted, it can be understood that the murabahah contract is a form of sale and purchase contract in the Islamic financial system that has special characteristics, namely transparency of the principal and profit. This contract is used as an alternative to the conventional credit system that contains elements of interest (riba), by means of Islamic banks buying goods needed by customers and reselling them to customers with an additional profit margin that has been agreed upon at the beginning of the transaction. This shows that the principles of justice and openness are the main basis for implementing murabahah, as emphasized in the DSN-MUI fatwa No.04/DSN-MUI/IV/2000 (Istiqomah, 2022).

In its implementation in Islamic financial institutions, the murabahah contract is generally carried out with the murabahah bil wakalah approach, namely the bank appoints the customer as a representative to purchase the desired goods. Although in practice this simplifies the process, it often causes deviations from the principle of pure murabahah, because the goods are not fully owned by the bank before being resold to the customer. This condition requires caution and compliance with sharia principles so that violations do not occur, especially regarding ownership of goods and clarity of contracts that are valid according to Islamic law. Therefore, supervision and in-depth understanding of the implementation of contracts are important aspects in maintaining the validity of murabahah transactions in Islamic financial institutions.

Implementation Contract Murabahah at the Ummahat Al- Kaffah Sharia Cooperative Binjai

In implementation contract murabaha that is agreement sell buy Where cooperative act as seller whereas member as Buyer . Contract murabaha is contract sell buy Where price beginning goods added profit / margin that has been agreed . The existence of the Sharia Council Fatwa No. 04/DSN-MUI/IV/2000 concerning contract murabaha against the backdrop Because public many need help financing from institution finance based on principle sell buy , besides it can also help prosper society and various activities . Sharia Cooperative Ummahat Al- Kaffah with product financing murabaha help complete lack public will fulfillment need in the form of financing to goods (Akbar. C et al., 2022) .

Islamic financial institutions of course own regulations , especially financing murabaha set up in the DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 Concerning murabahah . Related with implementation contract murabahah , researcher has do interview with Treasurer Ummahat Al- Kaffah Sharia Cooperative Binjai , with results interview as following

"For implementation contract murabaha here We give money to members and members those who bought it goods to Supplier goods , after goods purchased furthermore goods the No may direct brought go home , member must bring to cooperative moreover formerly For determine what is the margin and how much installments that must be paid paid every month . Before We give our money contract let it go moreover before . And the contract please That We convey in a way oral . Sometimes we who bought it to shop but very rare "

Based on Mrs. Nilam's presentation , the party cooperative give money to members and members those who bought it to shop . And before party cooperative give money, party cooperative convey contract please in a way oral . Related with Products offered at the Ummahat Al - Kaffah Sharia Cooperative Binjai as well as purchase goods , Mrs. Nilam as Treasurer say :

" Product financing murabahah at the Ummahat Al- Kaffah Sharia cooperative Binjai such as mobile phones, laptops, motorbikes and business capital to Members . Cooperative give money to members and members the buy goods to shop or Supplier goods and members free buy to any store ."

Products offered Islamic cooperative Ummahat Al- Kaffah Binjai like mobile phones , laptops, motorbikes and business capital , and other parties cooperative to free its members For buy goods from any store . At the Ummahat Al- Kaffah Sharia cooperative Binjai party Sharia cooperatives provide direct cash to Member , Mrs. Nilam said :

"I gave money to member Because I believe and have know them . So no problem If those who buy Alone Because they also want see in a way direct the things they want ."

Based on the presentation delivered by Mrs. Nilam, because need members and want see direct the things they need Finally give money to members and members who buy desired item on behalf of the members said . The loan made member use contract murabaha but cooperative represent purchase goods to members , as Mrs. Ari did , on the occasion the writer have the opportunity For do interview to Mrs. Ari, with results interview as following :

"I've been here for 9 years become members of the cooperative this . What I know in the cooperative This Already No There is Again other financing besides contract murabahah . If the contract murabahah that I know contract sell buy goods . I have buy motorcycle . Previously I bring browser motorbike to cooperative after That cooperative give money and I buy it direct to the showroom, time That I buy motorbike (vario) cash and I buy on my behalf , after goods Already I buy I direct bring to cooperative . After That determined what is the margin and how much installments to be paid I pay every month ".

According to Mrs. Ari as members , the existence of Sharia cooperatives are very helpful For fulfil need like buy motorcycle . According to with Mrs. Ari's presentation , she installments this time loan for $3\ years$.

"I paid it off in installments for 3 years and pay instalment of Rp. 600,000.00 per month . I took with term time and size cost instalment the so that No too heavy ."

No different from Mrs. Ari, statement from Mrs. Ade as member cooperatives are the same, he also does it borrowing For fulfil needs, related purchase Mrs. Ade said:

"I buy goods on my behalf Alone after That I bring goods the the to cooperative and submit a note or proof purchasing and cooperatives telling you what margin should be I pay and how long the term is time I For installments in accordance with agreement ."

Based on explanation above , purchase goods represented member on his name Alone No on behalf of the cooperative and members the submit a note or proof purchase on behalf of (Ari, Member Ummahat Al- Kaffah Sharia Cooperative Binjai, Interview Personal 2025) the members said . Mrs. Rika's statement as member cooperative related contract murabahah , such as the show following :

" As far as I know I contract murabaha That like contract sell buy goods , and I do financing murabahah which party cooperative give money to me and me buy direct the things I need to shop or Supplier goods ".

From the presentation the experiences of Mrs. Ari, Mrs. Ade and Mrs. Rika as member Islamic cooperative Ummahat Al- Kaffah Binjai , that loans made with contract murabahah , which is a cooperative give money to members and members buy Alone items needed and purchased goods on behalf of the members Alone after That member bring goods to cooperative For determined what is the margin and how much installments that must be paid paid every the month .

From the explanation above , the author conclude that implementation contract murabahah at the Ummahat Al- Kaffah Sharia Cooperative Binjai done with party cooperative give money to members and members those who buy items needed to Supplier goods or shop and members buy goods on behalf of the members That alone , after goods Already There is in hand members , then member the bring goods to cooperative with deliver proof purchase . After That then done reading contract like how much margin and big installments to be paid paid every month . Implementation contract murabaha the Not yet in accordance with the first fatwa point 4 which states that "The bank bought necessary items Customer in the name of the bank itself , and purchases This must legal and free usury". Although the purchase goods represented by members but ownership beginning goods still must on behalf of the cooperative .

Analysis of DSN-MUI Fatwa No.04/DSN-MUI/IV/2000 Concerning Murabahah To Implementation Contract Murabahah at the Ummahat Al- Kafffah Sharia Cooperative Binjai

Financing Murabahah in Islamic financial institutions is regulated in DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 Concerning murabahah . One of the product financing institution the most frequent Islamic finance used that is murabahah . Financing at the Ummahat Al-Kaffah Sharia Cooperative Binjai is also only use contract murabaha in fulfil need its members . The contract murabaha that is sell purchases made by parties cooperative with members , which cooperative as sellers and members as buyers . And in transaction This openness between cooperatives and members with state price buy goods along with profit /margin desired by the party cooperative (Hanifa & Fakhruddin, 2023) .

At the Ummahat Al- Kaffah Sharia Cooperative Binjai in its implementation member buy goods on behalf of the members Alone Because purchase has represented to member so that purchase goods No There is stuck the connection with cooperative . This is No in accordance with the first Fatwa point 4 of DSN-MUI No. 04/DSN-MUI/IV/2000 Concerning murabaha explained that "The bank bought necessary items Customer in the name of the bank itself , and purchases This must legal and free usury ". In the sense although purchase goods represented to members , ownership status beginning goods must remains the name of the cooperative . Because if purchase on behalf of the members If goods own disability or loss goods party cooperative No Again responsible on the loss that should have been become responsibility cooperative as seller .

In the DSN-MUI fatwa, it is explained implementation contract murabaha bill please preceded contract please as contract First . In the contract form please there is agreement written about giving power of attorney / representative between party first (cooperative) with party both (members) are bound with the terms and conditions outlined as procedure from contract wakalah . In the contract the there is a note or proof purchase goods from cooperatives used member For buy goods for which the note or proof purchase goods will handed over to party cooperative as proof purchase the goods to be to be continued with implementation contract murabahah . But the reality is in the Ummahat Al- Kaffah Sharia Cooperative Binjai delivery contract wakalah is conveyed in a way oral (Hutagalung & Arif, 2023) .

From the statement above seen absence clarity contract, because giving the power that occurs without existence proof written, thing the cause the amount member who submitted financing murabaha No know existence contract wakalah. So that existence absence clarity the party that does contract please Because No mention who is to be party first and second party

secondly. This also causes its ambiguity in delegation power from party cooperative to member . There is no evidence note purchase goods on behalf of the Ummahat Al- Kaffah Sharia Cooperative Binjai which should be become part in contract wakalah . Because in its implementation member buy goods on his name Alone Where goods direct become owned by members and goods brought to cooperative only For determine profit /margin and size cost installments that must be paid every month. It should be in the contract form please there is existence proof real delegation power from cooperative to members, and in the contract form wakalah is also explained the goods to be purchased member and notes or proof purchase goods For financing murabahah, so that at the time contract murabaha in progress goods Already exist and valid owned by cooperative.

In the contract murabaha stated finished after giving power finished implemented with marked with handover proof of purchase note goods to cooperatives and goods the on behalf of the cooperative, so that goods or object contract Already mastered cooperative.

Following hadith that explains practice contract murabaha. From Ibn 'Abbas, Rasulullah shallalahu 'alaihi wow greetings said:

" whoever buys material food, then don't He sell it return until He finished accept it." Ibn 'Abbas said,

" I to argue that all something The same the law with food " (HR. Bukhari Number 2136

" we In the past, in the time of the Prophet sallallaahu ' alaihi wow greetings buy material food. Then someone ordered For ordered us to move material food that has been purchased earlier to another place, before we sell it back." (HR. Muslim Number 1527)

Hadith on explain that ownership goods to be traded is at in power owner goods. Likewise in contract murabaha with power purchase. Contract giving power made moreover before, that cooperative give power member For buy items needed with on behalf of the cooperative. After goods purchased from Supplier goods, next made contract murabaha between cooperative with members. After contract murabaha has finished Then ownership goods move become owned by member

CONCLUSION

Based on the results of observations and analysis conducted, it can be concluded that the implementation of the murabahah contract at the Ummahat Al-Kaffah Binjai Sharia Cooperative is carried out by giving power to members to purchase goods according to the agreement. The goods that are the objects of the contract, such as motorbikes and mobile phones, are goods that are halal and in accordance with Islamic law. However, the purchase of these goods is made by members in their personal names, not in the name of the cooperative. After the goods are received, members submit them to the cooperative along with proof of purchase, which is then continued with the process of reading the contract regarding the profit margin and the amount of monthly installments.

In the perspective of DSN-MUI Fatwa No.04/DSN/MUI/IV/2000 on murabahah, the implementation of the contract has been largely in accordance, but there are still inconsistencies in the early stages of the transaction process. The fatwa, especially in point 4, emphasizes that the purchase of goods must be made in the name of a financial institution (in this case a cooperative) and initial ownership must be valid and free from usury. Although the cooperative grants power of attorney to members, ownership of the goods should first be recorded in the name of the cooperative before being resold to members. Thus, the implementation of the murabahah contract at the Ummahat Al-Kaffah Binjai Sharia Cooperative still needs

improvement so that it is fully in accordance with sharia principles as stipulated in the DSN-MUI fatwa.

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